

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 15, 2024, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Ben Ophoff, Tri-Unity Christian School Superintendent
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the April 1, 2024 Regular Meeting and the April 8, 2024 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
 - 7:01 p.m.** To Consider the Proposed 2024/2025 Wyoming Consolidated Housing and Community Development Annual Action Plan
 - 7:02 p.m.** To Confirm Special Assessment Roll 24-818 for a Spongy Moth Suppression Program
 - 7:03 p.m.** To Confirm Special Assessment Roll 24-819 for a Spongy Moth Suppression Program
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Tri-Unity Boys Varsity Basketball Team Division 4 State Champions
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 24-11 Acceptance of 3rd Transmission Main Project Easements (Cheryl Blauwkamp & Kirk Nicholls and Blauwkamp Farms, LLC)

13) Budget Amendments

14) Consent Agenda

15) Resolutions

- a) To Confirm Special Assessment Roll #24-818 for the 2024 Spongy Moth Suppression Project
- b) To Confirm Special Assessment Roll #24-819 for the 2024 Spongy Moth Suppression Project
- c) To Approve City Employment for a Relative of an Appointive Official
- d) To Adopt the Wyoming Consolidated Housing and Community Development 2024/2025 Annual Action Plan

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

- e) To Support the Preventative Maintenance Project on the Burlingame Avenue Bridge Over Buck Creek
- f) To Support the Preventative Maintenance Project on the Clyde Park Avenue Bridge Over Plaster Creek
- g) To Support the Preventative Maintenance Project on the Godfrey Avenue Bridge Over Plaster Creek
- h) To Support the Rehabilitation Project on the 44th Street Bridge Over Buck Creek
- i) To Award a Bid for Isolated Asphalt Patching 2024 to A-1 Asphalt Inc.
- j) To Award the Bid for the 2024 Greenfield Avenue Watermain Replacement Project and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Accept a Proposal for Workers' Compensation Third Party Administration Services
- l) To Accept a Proposal for Network Switch Installation
- m) To Approve Granting and Authorizing and Directing the Mayor and City Clerk to Sign an Easement to Consumers Energy
- n) To Approve Bids for City Center Related Projects and to Authorize the Mayor and City Clerk to Sign the Related Construction Contracts
- o) To Accept a Proposal for Door Security Improvements at the City Hall and Police Department Buildings
- p) To Authorize the Purchase of Office Furniture for the Water Treatment Plant Laboratory Office
- q) To Accept a Proposal for Supervisory Control and Data Acquisition (SCADA) System Upgrades
- r) For the Purchase of Sodium Hypochlorite
- s) For Award of Bids
 - 1. Inductively Coupled Plasma Optical Emission Spectrometer System
 - 2. Recycled Concrete Bin Blocks
 - 3. Furnishing and Placement of Trees
- t) For Award of Bids and Acceptance of Proposals for the Wyoming City Hall First Floor Interior Renovations Project
 - 1. Furniture Procurement
 - 2. Building Finish Upgrades
 - 3. Interior Wall Demolition and Renovations
 - 4. Electrical and Data Networking

17) Ordinances

3-24 To Amend Chapter 10, Article VII of the Code of Ordinances Incorporating Amendments to the International Property Maintenance Code (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (Property Acquisition)

21) Adjournment

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

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

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

PROCLAMATION OF CONGRATULATIONS

**TRI-UNITY CHRISTIAN BOYS VARSITY BASKETBALL TEAM
DIVISION FOUR STATE CHAMPIONSHIP - 2024**

WHEREAS, the Tri-Unity Christian Varsity Basketball team deserve special recognition for their 2024 basketball season, and

WHEREAS, the Tri-Unity Christian Boys Varsity Basketball Team displayed their exceptional abilities by averaging 65.1 points per game, while allowing only 43.3 points per game.

WHEREAS, this championship victory represents the sixth state championship for Tri-Unity Christian, 15th final four appearance, 19th regional championship and 26th district championship.

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan on behalf of the City Council do hereby express sincere congratulations and recognition to the Tri-Unity Christian Basketball Team for their outstanding achievement during the 2024 basketball season.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan
April 15, 2024

CITY OF WYOMING

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

April 15, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24-11

Subject: Acceptance of 3rd transmission main project easements

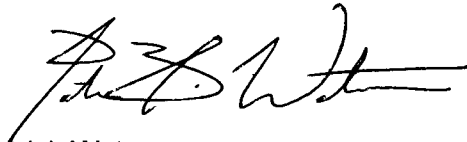
Councilmembers:

We continue to acquire easements needed for the 3rd transmission line project. I recommend City Council's approval of the following easements:

Grantor:	Cheryl Blauwkamp & Kirk Nicholls	Blauwkamp Farms, LLC
Easement:	Water transmission main vent easement	Water transmission main vent easement
Parcel #:	70-12-25-300-043	70-12-25-300-042
Address:	10221 Van Buren Street	10221 Van Buren Street
Consideration:	\$2,000.00	\$2,000.00

I recommend the City Council approve the attached easements prepared by the City attorney.

Respectfully submitted,



Patrick Waterman
Deputy City Manager

Attachment: Easements



MEMORANDUM

TO: City of Wyoming - Myron Erickson
FROM: Deborah S. Poeder
DATE: April 3, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

On behalf of the City of Wyoming a Water Transmission Main Vent Easement necessary for the above referenced project has been acquired as follows.

Parcel No: 70-12-25-300-043

Cheryl Blauwkamp & Kirk Nicholls \$2,000.00
10221 Van Buren Street
Zeeland, MI 49464

Enclosed is the signed Water Transmission Main Easement, along with the completed W-9 form. Please make payment directly to the property owners at the above address and send a copy of the payment check to us for our files.

We will have the City Attorney sign the document before sending it to the Ottawa County Register of Deeds for recording. We will forward a copy of the Easement to the property owner and the original to you upon recording. If you have any questions, please give us a call. Thank you!

cc: Scott G. Smith, City Attorney

Land Matters Inc.

488 Kinney Avenue NW, Grand Rapids, Michigan 49534
Phone: 616.791.9805 Fax: 616.791.9815 www.landmatters.com

WATER TRANSMISSION MAIN VENT EASEMENT

Parcel No. 70-12-25-300-043

The Grantor, **Cheryl L. Blauwkamp and Kirk J. Nicholls**, wife and husband, whose address is 10221 Van Buren Street, Zeeland, MI 49464, in exchange for the consideration of **Two Thousand Dollars and No Cents (\$2,000.00)**, the receipt and sufficiency of which is acknowledged, grants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, air release vent appurtenant to underground water service transmission main that is located on other property as described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the air release vent located above ground as described/depicted on Exhibit A.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. If Grantor locates them for City before work begins, underground irrigation or electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.
4. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
5. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

6. This easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.


7. This easement may be modified only in writing with the approval of the Wyoming City Council.

Approved as a form:

Scott G. Smith, City Attorney

GRANTOR:



Cheryl L. Blauwkamp


Kirk J. Nicholls

STATE OF MICHIGAN)
COUNTY OF OTTAWA

The foregoing instrument was acknowledged before me in OTTAWA County, Michigan on this 1st day of April 2024, by Cheryl L. Blauwkamp and Kirk J. Nicholls, wife and husband.

KHANH L TRAN
NOTARY PUBLIC - MICHIGAN
OTTAWA COUNTY
MY COMMISSION EXPIRES DEC. 20, 2027
ACTING IN OTTAWA COUNTY



Notary Public
State of Michigan, County of OTTAWA
My Commission Expires: 12-20-2027
Acting in the County of OTTAWA

Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St SW
Wyoming, MI 49509-0905

EASEMENT SKETCH

70-12-25-300-043

EXHIBIT "A"

SUBJECT PARCEL (TITLE DESCRIPTION BEST HOMES TITLE AGENCY COMMITMENT #BH-241617)

PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 25, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, BEING DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION, THENCE N89°42'54"E 1404.21 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N01°31'19"W 350.00 FEET PARALLEL WITH THE EAST LINE OF THE WEST $\frac{3}{4}$ OF THE WEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION, THENCE N89°42'54"E 204.21 FEET; THENCE S01°31'19"E 350.00 FEET; THENCE S89°42'54"W 204.21 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.



SCALE : 1" = 60'



EASEMENT DESCRIPTION

PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 25, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION. THENCE N89°42'54"E 1608.42 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE EAST LINE OF THE SUBJECT PARCEL; THENCE N01°31'19"W 33.00 FEET ALONG SAID EAST LINE TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING; THENCE S89°42'54"W 5.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE N01°31'19"W 20.00 FEET; THENCE N89°42'54"E 5.00 FEET TO THE EAST LINE OF THE SUBJECT PARCEL; THENCE S01°31'19"E 20.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. (100 SQUARE FEET)

-016

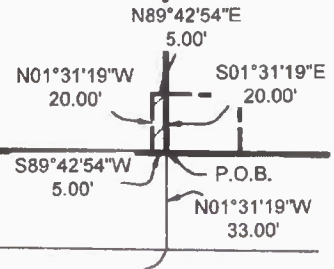
PART OF 70-12-25-300-043

-042

SW COR,
SEC 25,
T6N, R15W

VAN BUREN ST
(66' PUBLIC R.O.W.)

S LINE, SEC 25, T6N, R15W N89°42'54"E 1608.42'



HOLIDAY - 200630 Model Comments.dwg - (A) (1) - Mar 19 2024 - 05:58pm

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-8955
www.preinnewhof.com info@preinnewhof.com

CLIENT:
CITY OF WYOMING
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 25
TOWN 6 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP, OTTAWA
COUNTY, MICHIGAN

Date : 03/19/2024
Project No. 2180630

PAGE
1 OF 1



MEMORANDUM

TO: City of Wyoming – Myron Erickson
FROM: Deborah S. Poeder
DATE: April 3, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line – 98th Alignment

On behalf of the City of Wyoming a Water Transmission Main Vent Easement necessary for the above referenced project has been acquired as follows.

Parcel No: 70-12-25-300-042

Blauwkamp Farms, LLC	\$2,000.00
10221 Van Buren Street	
Zeeland, MI 49464	

Enclosed is the signed Water Transmission Main Easement, along with the completed W-9 form. Please make payment directly to the property owner at the above address and send a copy of the payment check to us for our files.

We will have the City Attorney sign the document before sending it to the Ottawa County Register of Deeds for recording. We will forward a copy of the Easement to the property owner and the original to you upon recording. If you have any questions, please give us a call. Thank you!

cc: Scott G. Smith, City Attorney

Land Matters Inc.

488 Kinney Avenue NW, Grand Rapids, Michigan 49534
Phone: 616.791.9805 Fax: 616.791.9815 www.landmatters.com

WATER TRANSMISSION MAIN VENT EASEMENT

Parcel No. 70-12-25-300-042

The Grantor, **Blauwkamp Farms, LLC**, a Michigan limited liability company, whose address is 10221 Van Buren Street, Zeeland, MI 49464, in exchange for the consideration of **Two Thousand Dollars and No Cents (\$2,000.00)**, the receipt and sufficiency of which is acknowledged, grants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, air release vent appurtenant to underground water service transmission main that is located on other property as described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the air release vent located above ground as described/depicted on Exhibit A.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. If Grantor locates them for City before work begins, underground irrigation or electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.
4. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
5. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

6. This easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.

7. This easement may be modified only in writing with the approval of the Wyoming City Council.

Approved as a form:

Scott G. Smith, City Attorney

GRANTOR:


Blauwkamp Farms, LLC, a Michigan limited liability company



By: Cheryl L. Blauwkamp
Its: President

STATE OF MICHIGAN)
COUNTY OF OTTAWA

The foregoing instrument was acknowledged before me in OTTAWA County, Michigan on this 1st day of APRIL 2024, by Cheryl L. Blauwkamp, President of Blauwkamp Farms, LLC, a Michigan limited liability company.



Notary Public
State of Michigan, County of OTTAWA
My Commission Expires: 12-20-2027
Acting in the County of OTTAWA

KHANH L TRAN
NOTARY PUBLIC - MICHIGAN
OTTAWA COUNTY
MY COMMISSION EXPIRES DEC. 20, 2027
ACTING IN OTTAWA COUNTY

Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. VandenBerg
Wyoming City Clerk
1155 28th St SW
Wyoming, MI 49509-0905

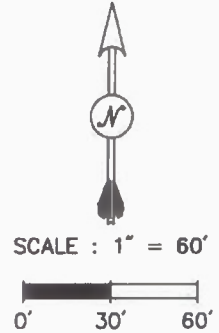
EASEMENT SKETCH

70-12-25-300-042

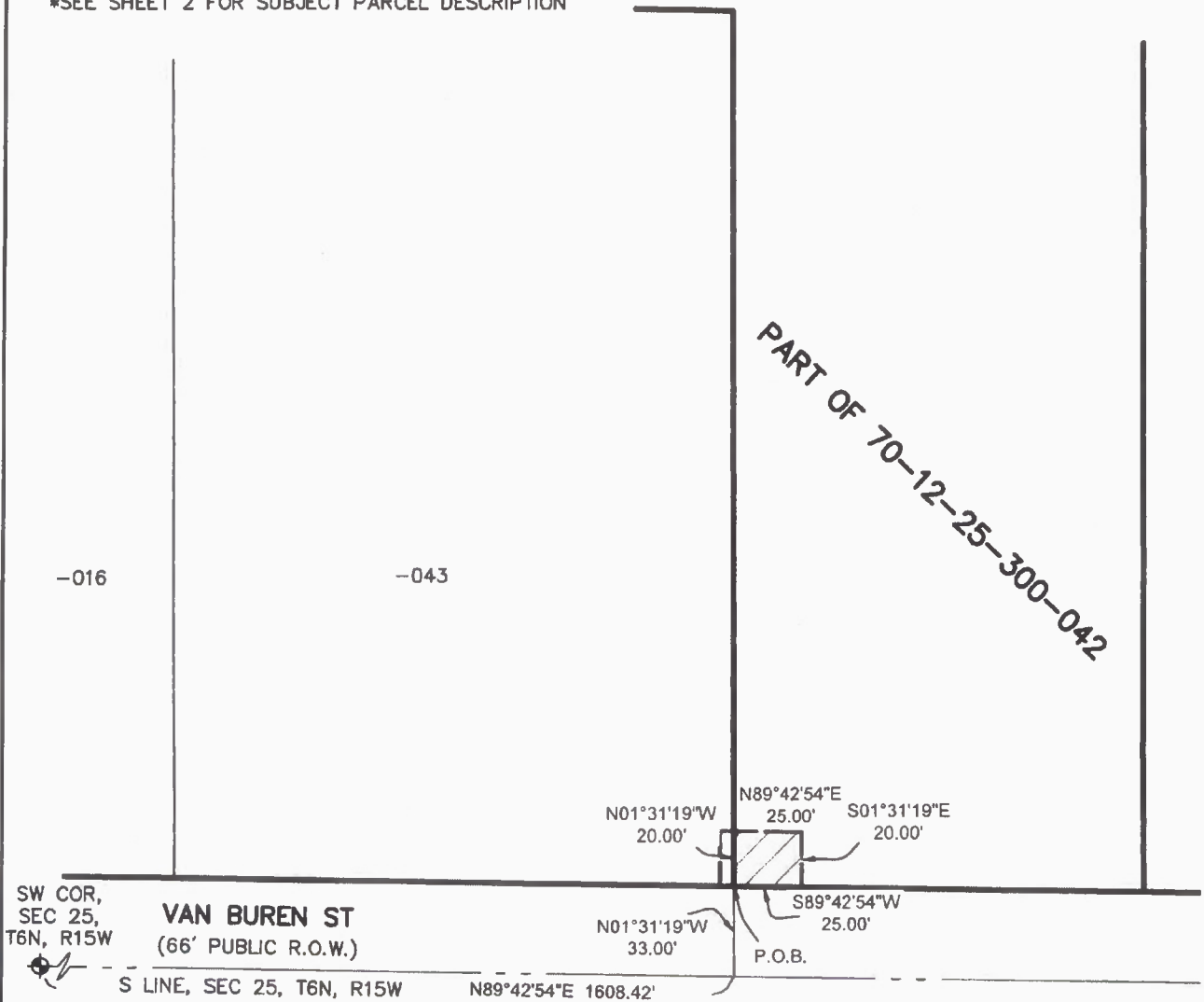
EXHIBIT "A"

EASEMENT DESCRIPTION

PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 25, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION. THENCE N89°42'54"E 1608.42 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE N01°31'19"W 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING; THENCE CONTINUING N01°31'19"W 20.00 FEET; THENCE N89°42'54"E 25.00 FEET; THENCE S01°31'19"E 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET; THENCE S89°42'54"W 25.00 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING. (500 SQUARE FEET)



*SEE SHEET 2 FOR SUBJECT PARCEL DESCRIPTION



HOLIDAY - 2180630 - Parcel Easement Survey - 302 - Mar. 19, 2021 - 01:30pm

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-8955
www.preinnewhof.com info@preinnewhof.com

CLIENT:
CITY OF WYOMING
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 25
TOWN 6 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP, OTTAWA
COUNTY, MICHIGAN

Date : 03/19/2024
Project No. 2180630

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1 OF 2

EASEMENT SKETCH

70-12-25-300-042

EXHIBIT "A"

SUBJECT PARCEL (TITLE DESCRIPTION BEST HOMES TITLE AGENCY COMMITMENT #BH-244114)

PART OF THE WEST 1/2 OF SECTION 25 AND PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 6 NORTH, RANGE 15 WEST, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 01 DEGREES 35 MINUTES 42 SECONDS WEST 2658.49 FEET ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 25 TO THE WEST 1/4 CORNER OF SECTION 25; THENCE NORTH 89 DEGREES 22 MINUTES 55 SECONDS WEST 1316.87 FEET ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26 TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26; THENCE NORTH 01 DEGREES 34 MINUTES 45 SECONDS WEST 1326.78 FEET ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26 TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26; THENCE SOUTH 89 DEGREES 28 MINUTES 24 SECONDS EAST 1316.53 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 26 TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH 89 DEGREES 54 MINUTES 42 SECONDS EAST 1848.45 FEET ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE SOUTH 01 DEGREES 23 MINUTES 58 SECONDS EAST 160.00 FEET PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 25; THENCE SOUTH 89 DEGREES 54 MINUTES 42 SECONDS EAST 790.00 FEET PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 25; THENCE SOUTH 01 DEGREES 23 MINUTES 58 SECONDS EAST 170.00 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 25; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 330.10 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 58 SECONDS EAST 331.82 FEET PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 25 TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 987.99 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 TO THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE SOUTH 01 DEGREES 29 MINUTES 43 SECONDS EAST 663.14 FEET ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25 TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 25; THENCE SOUTH 89 DEGREES 58 MINUTES 37 SECONDS WEST 329.24 FEET ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 25 TO THE EAST LINE OF THE WEST 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 728.98 FEET ALONG THE EAST LINE OF THE WEST 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25 TO REFERENCE POINT "A"; THENCE CONTINUE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 25 FEET, MORE OR LESS, TO THE CENTERLINE OF THE BOSCH AND HULST DRAIN; THENCE SOUTHEASTERLY 1029 FEET, MORE OR LESS, ALONG THE CENTERLINE OF SAID DRAIN TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, SAID POINT BEING SOUTH 01 DEGREES 26 MINUTES 55 SECONDS EAST 25 FEET, MORE OR LESS, FROM REFERENCE POINT "B" (SAID REFERENCE POINT "B" BEING LOCATED SOUTH 74 DEGREES 55 MINUTES 04 SECONDS EAST 1029.00 FEET ALONG AN INTERMEDIATE TRAVERSE LINE ON THE NORTHERLY SIDE OF THE BOSCH AND HULST DRAIN FROM REFERENCE POINT "A"); THENCE SOUTH 01 DEGREES 26 MINUTES 55 SECONDS EAST 789 FEET, MORE OR LESS, ALONG THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25 TO A POINT LOCATED SOUTH 89 DEGREES 42 MINUTES 54 SECONDS WEST 866.14 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25 AND NORTH 01 DEGREES 26 MINUTES 55 SECONDS WEST 838.00 FEET AND NORTH 89 DEGREES 42 MINUTES 54 SECONDS EAST 210.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 25; THENCE SOUTH 89 DEGREES 42 MINUTES 54 SECONDS WEST 210.00 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE SOUTH 01 DEGREES 26 MINUTES 55 SECONDS EAST 838.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE SOUTH 89 DEGREES 42 MINUTES 54 SECONDS WEST 150.00 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE NORTH 01 DEGREES 31 MINUTES 19 SECONDS WEST 350.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 54 SECONDS WEST 204.21 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE NORTH 01 DEGREES 31 MINUTES 19 SECONDS WEST 422.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 54 SECONDS WEST 200.00 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE NORTH 01 DEGREES 31 MINUTES 19 SECONDS WEST 218.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 54 SECONDS WEST 220.00 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25 TO THE EAST LINE OF THE WEST 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 590.00 FEET ALONG THE EAST LINE OF THE WEST 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE SOUTH 89 DEGREES 42 MINUTES 54 SECONDS WEST 200.00 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE SOUTH 01 DEGREES 31 MINUTES 19 SECONDS EAST 400.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE SOUTH 89 DEGREES 42 MINUTES 54 SECONDS WEST 784.21 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25 TO THE POINT OF BEGINNING.

*SEE SHEET 1 FOR EASEMENT DESCRIPTION

FILED IN - 2024-03-19 - Map 19 2024 - 042 (1) - Mr. J. P. ...

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CLIENT:
CITY OF WYOMING
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 25
TOWN 6 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP, OTTAWA
COUNTY, MICHIGAN

Date : 03/19/2024
Project No. 2180630

PAGE
2 OF 2

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #24-818
FOR THE 2024 SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Assessor prepared proposed special assessment roll #24-818 to specially assess specially benefitted parcels (those depicted on Exhibit A and listed on Exhibit B) for costs of the 2024 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$37.00 per parcel.
3. On April 15, 2024, after notice as required by state statute, the City Charter and city ordinances, the City Council held a public hearing on proposed special assessment roll #24-818 during which it heard and was provided copies of all oral and written objections and comments regarding the roll and following which it considered all those objections and comments.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #24-818 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one installment on the Summer 2024 real property tax bill for each parcel so that the single payment will be due and payable on August 31, 2024 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

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 April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

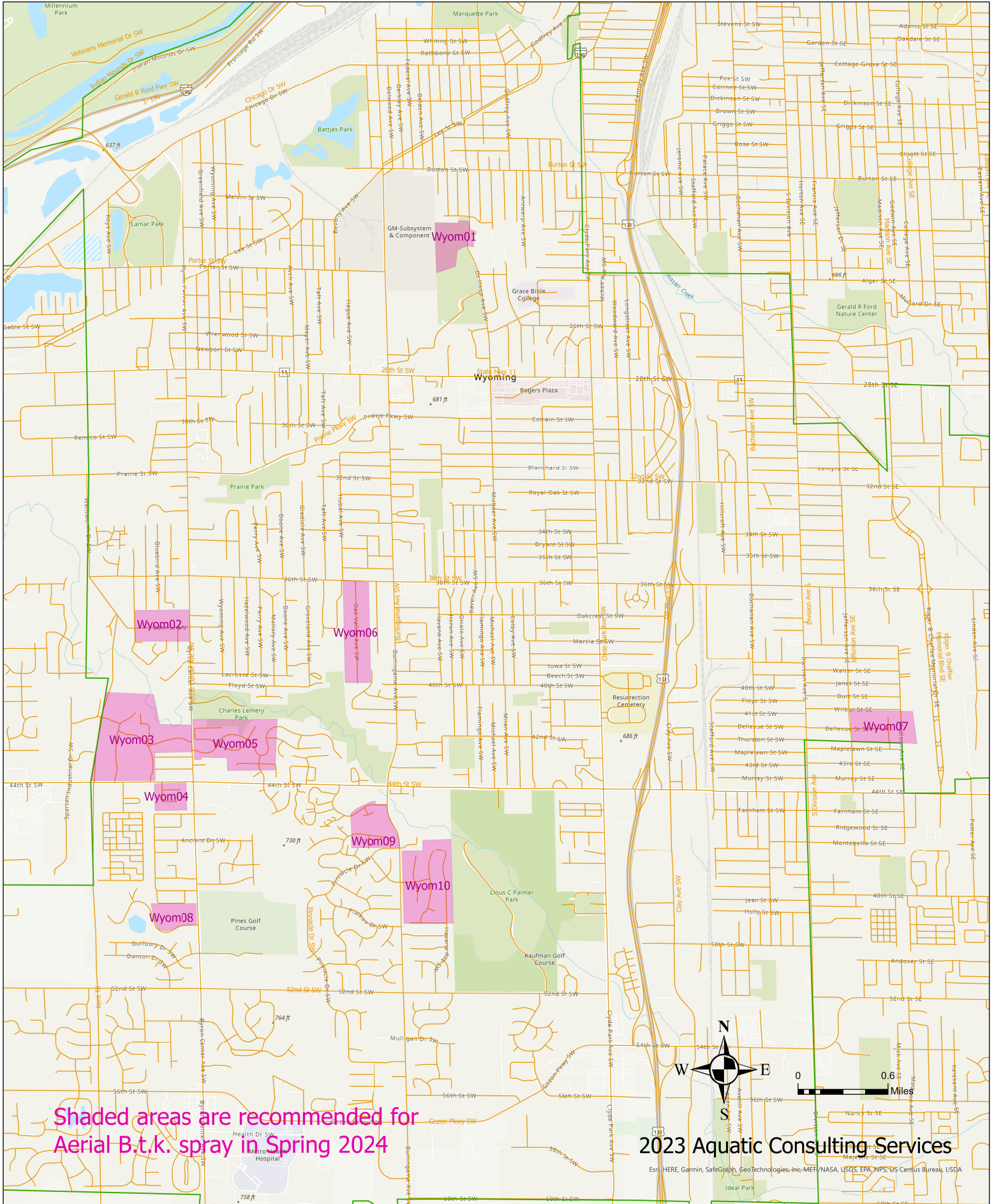
ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B - Address and Parcel List

Resolution No. _____

City of Wyoming Spongy Moth Survey Report 2024



Shaded areas are recommended for
Aerial B.t.k. spray in Spring 2024

2023 Aquatic Consulting Services

Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., MEI, NASA, USGS, EPA, NPS, US Census Bureau, USDA

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

411722226003	1742	36TH ST SW	411721226116	3763	BYRON CENTER AVE SW
411722226004	1740	36TH ST SW	411721226123	3733	BYRON CENTER AVE SW
411722226059	1754	36TH ST SW	411721278032	3815	BYRON CENTER AVE SW
411722226060	1748	36TH ST SW	411721278036	3835	BYRON CENTER AVE SW
411721278001	2424	38TH ST SW	411721278050	3825	BYRON CENTER AVE SW
411721276026	2520	38TH ST SW	411722352015	4236	BYRON CENTER AVE SW
411721204020	2615	38TH ST SW	411722354052	4304	BYRON CENTER AVE SW
411721204021	2605	38TH ST SW	411728227039	4415	BYRON CENTER AVE SW
411721226033	2425	38TH ST SW	411728227040	4433	BYRON CENTER AVE SW
411721226121	2429	38TH ST SW	411728227041	4467	BYRON CENTER AVE SW
411721276025	2534	38TH ST SW	411728227042	4489	BYRON CENTER AVE SW
411721276030	2452	38TH ST SW	411728428020	4875	BYRON CENTER AVE SW
411721276035	2442	38TH ST SW	411728428021	4885	BYRON CENTER AVE SW
411721276037	2586	38TH ST SW	411722377036	2069	CANNON ST SW
411721278030	2408	38TH ST SW	411722379028	2064	CANNON ST SW
411721451029	2801	44TH ST SW	411728226002	4409	CAROL AVE SW
411721451037	2801	44TH ST SW	411728226003	4415	CAROL AVE SW
411727226016	1740	44TH ST SW	411728226004	4421	CAROL AVE SW
411728226012	2580	44TH ST SW	411728226005	4427	CAROL AVE SW
411728428009	4862	BAYVIEW DR SW	411728226006	4433	CAROL AVE SW
411711131019	1350	BELFIELD ST SW	411728226007	4439	CAROL AVE SW
411819328029	221	BELLEVUE ST SE	411728226008	4445	CAROL AVE SW
411819328030	227	BELLEVUE ST SE	411728226009	4451	CAROL AVE SW
411819328033	311	BELLEVUE ST SE	411728226010	4457	CAROL AVE SW
411819328034	319	BELLEVUE ST SE	411728227001	4410	CAROL AVE SW
411819328070	327	BELLEVUE ST SE	411728227015	4430	CAROL AVE SW
411819328071	329	BELLEVUE ST SE	411728227016	4442	CAROL AVE SW
411819328078	333	BELLEVUE ST SE	411727278025	4610	CHATEAU CT SW
411819329009	236	BELLEVUE ST SE	411727278026	4618	CHATEAU CT SW
411819329011	310	BELLEVUE ST SE	411727278027	4619	CHATEAU CT SW
411819329012	318	BELLEVUE ST SE	411727278028	4611	CHATEAU CT SW
411819329013	324	BELLEVUE ST SE	411727278029	4603	CHATEAU CT SW
411819329014	332	BELLEVUE ST SE	411727249001	1735	CHATEAU DR SW
411819329015	334	BELLEVUE ST SE	411727249002	1727	CHATEAU DR SW
411721226080	3743	BLUEBIRD AVE SW	411727249003	1719	CHATEAU DR SW
411721226081	3750	BLUEBIRD AVE SW	411727249004	1711	CHATEAU DR SW
411721226082	3744	BLUEBIRD AVE SW	411727249005	1703	CHATEAU DR SW
411721226083	3736	BLUEBIRD AVE SW	411727249006	1667	CHATEAU DR SW
411726151006	4726	BURLINGAME AVE SW	411727249007	1659	CHATEAU DR SW
411726151007	4790	BURLINGAME AVE SW	411727249008	1651	CHATEAU DR SW
411726151010	4680	BURLINGAME AVE SW	411727249009	1643	CHATEAU DR SW
411726151011	4690	BURLINGAME AVE SW	411727249010	1635	CHATEAU DR SW
411726151021	4696	BURLINGAME AVE SW	411727249011	1627	CHATEAU DR SW
411726151022	4700	BURLINGAME AVE SW	411727249012	1619	CHATEAU DR SW
411726152001	4794	BURLINGAME AVE SW	411727249013	1611	CHATEAU DR SW
411726153001	4798	BURLINGAME AVE SW	411727249014	1603	CHATEAU DR SW
411726301036	4860	BURLINGAME AVE SW	411727249018	1759	CHATEAU DR SW
411726301037	4880	BURLINGAME AVE SW	411727249019	1747	CHATEAU DR SW
411721226108	3727	BYRON CENTER AVE SW	411727278019	1642	CHATEAU DR SW
411721226114	3747	BYRON CENTER AVE SW	411727278020	1650	CHATEAU DR SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

411727278021	1658	CHATEAU DR SW	411722351026	2280	CRESTVIEW DR SW
411727278022	1666	CHATEAU DR SW	411727278003	4627	DEEPWOOD CT SW
411727278023	1702	CHATEAU DR SW	411727278004	4619	DEEPWOOD CT SW
411727278024	1710	CHATEAU DR SW	411727278005	4618	DEEPWOOD CT SW
411727278030	1734	CHATEAU DR SW	411722378011	4311	FOREST PARK DR SW
411727278038	1770	CHATEAU DR SW	411722379025	4310	FOREST PARK DR SW
411727278039	1758	CHATEAU DR SW	411722381004	4337	FOREST PARK DR SW
411727278040	1746	CHATEAU DR SW	411722382001	4340	FOREST PARK DR SW
411726101032	0	CITY BUCK CREEK NP	411721226053	3737	GOODMAN AVE SW
411726152002	4755	CRANWOOD AVE SW	411721226054	3738	GOODMAN AVE SW
411726152003	4749	CRANWOOD AVE SW	411721226055	3730	GOODMAN AVE SW
411726152004	4737	CRANWOOD AVE SW	411722376007	2126	GREENVIEW CT SW
411726152005	4725	CRANWOOD AVE SW	411722376002	2153	GREENVIEW CT SW
411726152006	4713	CRANWOOD AVE SW	411722376003	2145	GREENVIEW CT SW
411726152007	4701	CRANWOOD AVE SW	411722376004	2137	GREENVIEW CT SW
411726152008	4693	CRANWOOD AVE SW	411722376005	2131	GREENVIEW CT SW
411726152009	4681	CRANWOOD AVE SW	411722376006	2125	GREENVIEW CT SW
411726152010	4669	CRANWOOD AVE SW	411722376008	2132	GREENVIEW CT SW
411726154022	4738	CRANWOOD AVE SW	411722376009	2138	GREENVIEW CT SW
411726154023	4726	CRANWOOD AVE SW	411722376010	2146	GREENVIEW CT SW
411726154024	4714	CRANWOOD AVE SW	411722376011	2154	GREENVIEW CT SW
411726154025	4702	CRANWOOD AVE SW	411722351011	2373	GREENVIEW DR SW
411726154026	4694	CRANWOOD AVE SW	411722351012	2363	GREENVIEW DR SW
411726154027	4682	CRANWOOD AVE SW	411722351013	2351	GREENVIEW DR SW
411726154028	4670	CRANWOOD AVE SW	411722351014	2339	GREENVIEW DR SW
411726154030	4746	CRANWOOD AVE SW	411722351015	2327	GREENVIEW DR SW
411726154031	4754	CRANWOOD AVE SW	411722351016	2315	GREENVIEW DR SW
411726155001	4786	CRANWOOD AVE SW	411722352001	2386	GREENVIEW DR SW
411726301022	4801	CRANWOOD AVE SW	411722352002	2364	GREENVIEW DR SW
411726301023	4813	CRANWOOD AVE SW	411722352003	2354	GREENVIEW DR SW
411726301024	4825	CRANWOOD AVE SW	411722352004	2344	GREENVIEW DR SW
411726301025	4837	CRANWOOD AVE SW	411722352005	2330	GREENVIEW DR SW
411726301026	4849	CRANWOOD AVE SW	411722353010	2255	GREENVIEW DR SW
411726301028	4798	CRANWOOD AVE SW	411722353011	2249	GREENVIEW DR SW
411726301029	4802	CRANWOOD AVE SW	411722353012	2241	GREENVIEW DR SW
411726301030	4814	CRANWOOD AVE SW	411722353013	2235	GREENVIEW DR SW
411726301031	4826	CRANWOOD AVE SW	411722353014	2225	GREENVIEW DR SW
411726301032	4838	CRANWOOD AVE SW	411722353015	2217	GREENVIEW DR SW
411726301033	4850	CRANWOOD AVE SW	411722353016	2209	GREENVIEW DR SW
411722303003	2369	CRESTVIEW DR SW	411722354008	2262	GREENVIEW DR SW
411722303004	2357	CRESTVIEW DR SW	411722354009	2256	GREENVIEW DR SW
411722351001	2400	CRESTVIEW DR SW	411722354010	2250	GREENVIEW DR SW
411722351002	2370	CRESTVIEW DR SW	411722354012	2238	GREENVIEW DR SW
411722351003	2358	CRESTVIEW DR SW	411722354013	2232	GREENVIEW DR SW
411722351004	2346	CRESTVIEW DR SW	411722354014	2226	GREENVIEW DR SW
411722351005	2332	CRESTVIEW DR SW	411722354015	2222	GREENVIEW DR SW
411722351006	2320	CRESTVIEW DR SW	411722354016	2218	GREENVIEW DR SW
411722351007	2306	CRESTVIEW DR SW	411722354065	2244	GREENVIEW DR SW
411722351008	2286	CRESTVIEW DR SW	411722378001	2214	GREENVIEW DR SW
411722351010	2390	CRESTVIEW DR SW	411722378002	2208	GREENVIEW DR SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

411726305016	1465	GRENADIER CT SW	411726156015	4699	HAVANA AVE SW
411726305017	1453	GRENADIER CT SW	411726156016	4725	HAVANA AVE SW
411726305018	1441	GRENADIER CT SW	411726156020	4765	HAVANA AVE SW
411726305019	1440	GRENADIER CT SW	411726156021	4779	HAVANA AVE SW
411726305020	1452	GRENADIER CT SW	411726156023	4749	HAVANA AVE SW
411726305021	1464	GRENADIER CT SW	411726156028	4731	HAVANA AVE SW
411726154003	4675	GRENADIER DR SW	411726156029	4737	HAVANA AVE SW
411726154004	4687	GRENADIER DR SW	411726156030	4795	HAVANA AVE SW
411726154005	4693	GRENADIER DR SW	411726156031	4801	HAVANA AVE SW
411726154008	4725	GRENADIER DR SW	411726157002	4682	HAVANA AVE SW
411726154009	4737	GRENADIER DR SW	411726157003	4706	HAVANA AVE SW
411726154010	4749	GRENADIER DR SW	411726157004	4728	HAVANA AVE SW
411726154013	4635	GRENADIER DR SW	411726157005	4734	HAVANA AVE SW
411726154017	4701	GRENADIER DR SW	411726157006	4746	HAVANA AVE SW
411726154018	4713	GRENADIER DR SW	411726157011	4678	HAVANA AVE SW
411726155002	4771	GRENADIER DR SW	411726157012	4786	HAVANA AVE SW
411726155005	4787	GRENADIER DR SW	411726157013	4798	HAVANA AVE SW
411726156003	4688	GRENADIER DR SW	411726157014	4806	HAVANA AVE SW
411726156004	4704	GRENADIER DR SW	411726304008	4834	HAVANA AVE SW
411726156005	4712	GRENADIER DR SW	411726304009	4846	HAVANA AVE SW
411726156006	4724	GRENADIER DR SW	411726304010	4858	HAVANA AVE SW
411726156007	4736	GRENADIER DR SW	411726304011	4870	HAVANA AVE SW
411726156008	4748	GRENADIER DR SW	411726304012	4882	HAVANA AVE SW
411726156011	4776	GRENADIER DR SW	411726304013	4894	HAVANA AVE SW
411726156012	4622	GRENADIER DR SW	411726304018	4818	HAVANA AVE SW
411726156024	4646	GRENADIER DR SW	411726304019	4822	HAVANA AVE SW
411726156025	4664	GRENADIER DR SW	411726304020	4906	HAVANA AVE SW
411726156026	4752	GRENADIER DR SW	411726304022	4928	HAVANA AVE SW
411726156027	4764	GRENADIER DR SW	411726305001	4813	HAVANA AVE SW
411726156032	4788	GRENADIER DR SW	411726305002	4825	HAVANA AVE SW
411726301008	4801	GRENADIER DR SW	411726305003	4837	HAVANA AVE SW
411726301009	4813	GRENADIER DR SW	411726305004	4845	HAVANA AVE SW
411726301010	4825	GRENADIER DR SW	411726305005	4857	HAVANA AVE SW
411726301011	4837	GRENADIER DR SW	411726305006	4869	HAVANA AVE SW
411726301012	4849	GRENADIER DR SW	411726305007	4881	HAVANA AVE SW
411726301013	4855	GRENADIER DR SW	411726305008	4893	HAVANA AVE SW
411726301014	4867	GRENADIER DR SW	411726305009	4905	HAVANA AVE SW
411726301015	4879	GRENADIER DR SW	411726305010	4911	HAVANA AVE SW
411726301016	4883	GRENADIER DR SW	411722351017	2263	HOLLIDAY DR SW
411726301017	4897	GRENADIER DR SW	411722351018	2249	HOLLIDAY DR SW
411726305011	4800	GRENADIER DR SW	411722351021	2219	HOLLIDAY DR SW
411726305012	4812	GRENADIER DR SW	411722351022	2213	HOLLIDAY DR SW
411726305013	4824	GRENADIER DR SW	411722351027	2237	HOLLIDAY DR SW
411726305014	4836	GRENADIER DR SW	411722352007	2349	HOLLIDAY DR SW
411726305015	4848	GRENADIER DR SW	411722352008	2343	HOLLIDAY DR SW
411726305022	4876	GRENADIER DR SW	411722352009	2335	HOLLIDAY DR SW
411726305023	4882	GRENADIER DR SW	411722352010	2329	HOLLIDAY DR SW
411726154019	4664	HAVANA AVE SW	411722352011	2323	HOLLIDAY DR SW
411726156013	4665	HAVANA AVE SW	411722352012	2315	HOLLIDAY DR SW
411726156014	4677	HAVANA AVE SW	411722352013	2301	HOLLIDAY DR SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

411722353001	2246	HOLLIDAY DR SW	411722226037	3630	HUBAL AVE SW
411722353002	2236	HOLLIDAY DR SW	411722226039	3638	HUBAL AVE SW
411722353003	2230	HOLLIDAY DR SW	411722226061	3612	HUBAL AVE SW
411722353004	2222	HOLLIDAY DR SW	411819328024	4104	JEFFERSON AVE SE
411722353005	2216	HOLLIDAY DR SW	411819328025	4114	JEFFERSON AVE SE
411722353006	2212	HOLLIDAY DR SW	411819328026	4124	JEFFERSON AVE SE
411722353007	2206	HOLLIDAY DR SW	411819329001	4140	JEFFERSON AVE SE
411722353008	2200	HOLLIDAY DR SW	411819329002	4160	JEFFERSON AVE SE
411722353009	2260	HOLLIDAY DR SW	411819329003	4200	JEFFERSON AVE SE
411722354002	2346	HOLLIDAY DR SW	411721451035	0	KENT TRAILS
411722354006	2314	HOLLIDAY DR SW	411722382009	4335	KNICKERBOCKER CT SW
411722354007	2300	HOLLIDAY DR SW	411722374002	2210	KNICKERBOCKER ST SW
411722354053	2326	HOLLIDAY DR SW	411722374003	2222	KNICKERBOCKER ST SW
411722354054	2320	HOLLIDAY DR SW	411722374004	2234	KNICKERBOCKER ST SW
411722354058	2356	HOLLIDAY DR SW	411722374005	2246	KNICKERBOCKER ST SW
411722354067	2334	HOLLIDAY DR SW	411722374006	2245	KNICKERBOCKER ST SW
411722376001	2209	HOLLIDAY DR SW	411722374007	2233	KNICKERBOCKER ST SW
411722376012	2161	HOLLIDAY DR SW	411722374008	2221	KNICKERBOCKER ST SW
411722376013	2153	HOLLIDAY DR SW	411722374009	2209	KNICKERBOCKER ST SW
411722376014	2147	HOLLIDAY DR SW	411722378008	2197	KNICKERBOCKER ST SW
411722376015	2141	HOLLIDAY DR SW	411722378009	2185	KNICKERBOCKER ST SW
411722376016	2135	HOLLIDAY DR SW	411722378010	2173	KNICKERBOCKER ST SW
411722376017	2129	HOLLIDAY DR SW	411722379011	2131	KNICKERBOCKER ST SW
411722376018	2123	HOLLIDAY DR SW	411722379012	2125	KNICKERBOCKER ST SW
411722376019	2101	HOLLIDAY DR SW	411722379013	2113	KNICKERBOCKER ST SW
411722376020	2081	HOLLIDAY DR SW	411722379014	2101	KNICKERBOCKER ST SW
411722376021	2075	HOLLIDAY DR SW	411722381001	2198	KNICKERBOCKER ST SW
411722376022	2073	HOLLIDAY DR SW	411722381002	2186	KNICKERBOCKER ST SW
411722376023	2071	HOLLIDAY DR SW	411722381003	2174	KNICKERBOCKER ST SW
411722376024	2069	HOLLIDAY DR SW	411722382006	2136	KNICKERBOCKER ST SW
411722376025	2067	HOLLIDAY DR SW	411722382007	2124	KNICKERBOCKER ST SW
411722376026	2065	HOLLIDAY DR SW	411722382008	2112	KNICKERBOCKER ST SW
411722376027	2063	HOLLIDAY DR SW	411728244011	2511	KNOLLVIEW ST SW
411722376028	2061	HOLLIDAY DR SW	411728244012	2525	KNOLLVIEW ST SW
411722376029	2057	HOLLIDAY DR SW	411728244013	2537	KNOLLVIEW ST SW
411722377001	2068	HOLLIDAY DR SW	411728244014	2549	KNOLLVIEW ST SW
411722377029	2060	HOLLIDAY DR SW	411728244015	2553	KNOLLVIEW ST SW
411722377035	2074	HOLLIDAY DR SW	411721276041	3835	LLEWELLYN CT SW
411722378003	2160	HOLLIDAY DR SW	411721276058	3830	LLEWELLYN CT SW
411722378004	2154	HOLLIDAY DR SW	411819328042	4111	MADISON AVE SE
411722378005	2148	HOLLIDAY DR SW	411819328043	4115	MADISON AVE SE
411722378006	2142	HOLLIDAY DR SW	411819328044	4119	MADISON AVE SE
411722379001	2080	HOLLIDAY DR SW	411819328050	4133	MADISON AVE SE
411722379003	2108	HOLLIDAY DR SW	411819328051	4137	MADISON AVE SE
411722379004	2120	HOLLIDAY DR SW	411819328052	4143	MADISON AVE SE
411722379005	2126	HOLLIDAY DR SW	411819328083	4161	MADISON AVE SE
411722379016	2102	HOLLIDAY DR SW	411819328084	4151	MADISON AVE SE
411722379017	2114	HOLLIDAY DR SW	411819402002	4108	MADISON AVE SE
411722379026	2086	HOLLIDAY DR SW	411819402012	4146	MADISON AVE SE
411722226035	3618	HUBAL AVE SW	411819402013	4154	MADISON AVE SE

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

411819402014	4156	MADISON AVE SE	411722227064	3826	OAK VALLEY AVE SW
411819402020	4164	MADISON AVE SE	411722227065	3830	OAK VALLEY AVE SW
411819402021	4110	MADISON AVE SE	411722227070	3988	OAK VALLEY AVE SW
411819402022	4112	MADISON AVE SE	411722227076	3730	OAK VALLEY AVE SW
411819402023	4114	MADISON AVE SE	411722227079	3770	OAK VALLEY AVE SW
411819402024	4118	MADISON AVE SE	411722227082	3604	OAK VALLEY AVE SW
411819402025	4124	MADISON AVE SE	411722227083	3610	OAK VALLEY AVE SW
411819402026	4128	MADISON AVE SE	411722227087	3968	OAK VALLEY AVE SW
411819402027	4132	MADISON AVE SE	411722227088	3890	OAK VALLEY AVE SW
411819402028	4142	MADISON AVE SE	411722227089	3908	OAK VALLEY AVE SW
411819402029	4144	MADISON AVE SE	411722227099	3628	OAK VALLEY AVE SW
411819402031	4102	MADISON AVE SE	411722227102	3854	OAK VALLEY AVE SW
411728227017	2505	MARILYN ST SW	411722227103	3842	OAK VALLEY AVE SW
411728227018	2457	MARILYN ST SW	4117222276002	3987	OAK VALLEY CT SW
411728227019	2451	MARILYN ST SW	4117222276003	3975	OAK VALLEY CT SW
411728227020	2445	MARILYN ST SW	4117222276004	3963	OAK VALLEY CT SW
411728227021	2435	MARILYN ST SW	4117222276005	3951	OAK VALLEY CT SW
411728227022	2516	MARILYN ST SW	4117222276006	3939	OAK VALLEY CT SW
411728227023	2510	MARILYN ST SW	411728425008	2572	OAKVIEW DR SW
411728227024	2504	MARILYN ST SW	411728425009	2562	OAKVIEW DR SW
411728227025	2462	MARILYN ST SW	411728425011	2542	OAKVIEW DR SW
411728227026	2456	MARILYN ST SW	411728425012	2532	OAKVIEW DR SW
411728227027	2450	MARILYN ST SW	411728425013	2522	OAKVIEW DR SW
411728227028	2444	MARILYN ST SW	411728425015	2492	OAKVIEW DR SW
411722226005	3605	OAK VALLEY AVE SW	411728425016	2482	OAKVIEW DR SW
411722226006	3613	OAK VALLEY AVE SW	411728425017	2472	OAKVIEW DR SW
411722226009	3623	OAK VALLEY AVE SW	411728425018	2462	OAKVIEW DR SW
411722226017	3805	OAK VALLEY AVE SW	411728425019	2452	OAKVIEW DR SW
411722226030	3731	OAK VALLEY AVE SW	411728425020	2442	OAKVIEW DR SW
411722226031	3741	OAK VALLEY AVE SW	411728425010	2552	OAKVIEW ST SW
411722226033	3835	OAK VALLEY AVE SW	411728425014	2512	OAKVIEW ST SW
411722226038	3619	OAK VALLEY AVE SW	411727278015	1643	PINNACLE DR SW
411722226040	3781	OAK VALLEY AVE SW	411727278016	1635	PINNACLE DR SW
411722226041	3791	OAK VALLEY AVE SW	411727278017	1627	PINNACLE DR SW
411722226042	3801	OAK VALLEY AVE SW	411727278018	1619	PINNACLE DR SW
411722226043	3915	OAK VALLEY AVE SW	411726151013	1590	PINNACLE EAST SW
411722226044	3927	OAK VALLEY AVE SW	411726151018	1540	PINNACLE EAST SW
411722226045	3945	OAK VALLEY AVE SW	411727202001	1855	R W BERENDS DR SW
411722226046	3951	OAK VALLEY AVE SW	411726153002	1564	SENTINAL ST SW
411722226050	3625	OAK VALLEY AVE SW	411726153003	1542	SENTINAL ST SW
411722226052	3627	OAK VALLEY AVE SW	411728227002	2505	SHERRY ST SW
411722226053	3753	OAK VALLEY AVE SW	411728227003	2463	SHERRY ST SW
411722226054	3759	OAK VALLEY AVE SW	411728227004	2457	SHERRY ST SW
411722226055	3983	OAK VALLEY AVE SW	411728227005	2451	SHERRY ST SW
411722226056	3991	OAK VALLEY AVE SW	411728227006	2445	SHERRY ST SW
411722226057	3711	OAK VALLEY AVE SW	411728227007	2435	SHERRY ST SW
411722226058	3721	OAK VALLEY AVE SW	411728227008	2429	SHERRY ST SW
411722227020	3954	OAK VALLEY AVE SW	411728227009	2428	SHERRY ST SW
411722227021	3956	OAK VALLEY AVE SW	411728227010	2434	SHERRY ST SW
411722227022	3958	OAK VALLEY AVE SW	411728227011	2444	SHERRY ST SW

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

411728227012	2450	SHERRY ST SW	411819328046	4132	WOODSTOCK AVE SE
411728227013	2462	SHERRY ST SW	411819328065	4148	WOODSTOCK AVE SE
411728227014	2504	SHERRY ST SW	411819328066	4112	WOODSTOCK AVE SE
411721276073	3821	TIOGA DR SW	411819328067	4118	WOODSTOCK AVE SE
411721276074	3833	TIOGA DR SW	411819328072	4111	WOODSTOCK AVE SE
411721278028	3836	TIOGA DR SW	411819328074	4150	WOODSTOCK AVE SE
411721278051	3820	TIOGA DR SW	411819328077	4117	WOODSTOCK AVE SE
411721278052	3830	TIOGA DR SW	411819328080	4158	WOODSTOCK AVE SE
411726301018	1549	TRENTWOOD ST SW	411819328082	4162	WOODSTOCK AVE SE
411726301019	1557	TRENTWOOD ST SW			
411726305024	1501	TRENTWOOD ST SW			
411726305025	1497	TRENTWOOD ST SW			
411726305026	1485	TRENTWOOD ST SW			
411726305027	1473	TRENTWOOD ST SW			
411726305028	1461	TRENTWOOD ST SW			
411722379021	4261	TROJAN DR SW			
411722379022	4271	TROJAN DR SW			
411722379023	4287	TROJAN DR SW			
411721276003	2561	WEDGEWOOD CT SW			
411721204015	3736	WEDGEWOOD DR SW			
411721204016	3746	WEDGEWOOD DR SW			
411721204017	3754	WEDGEWOOD DR SW			
411721204018	3764	WEDGEWOOD DR SW			
411721204019	3772	WEDGEWOOD DR SW			
411721276001	3814	WEDGEWOOD DR SW			
411721276002	3826	WEDGEWOOD DR SW			
411721276070	4028	WEDGEWOOD DR SW			
411819328001	200	WILBUR ST SE			
411819328002	204	WILBUR ST SE			
411819328003	208	WILBUR ST SE			
411819328004	226	WILBUR ST SE			
411819328005	230	WILBUR ST SE			
411819328008	248	WILBUR ST SE			
411819328009	252	WILBUR ST SE			
411819328013	316	WILBUR ST SE			
411819328014	320	WILBUR ST SE			
411819328015	324	WILBUR ST SE			
411819328016	332	WILBUR ST SE			
411819328017	336	WILBUR ST SE			
411819328018	340	WILBUR ST SE			
411819328019	346	WILBUR ST SE			
411819328020	352	WILBUR ST SE			
411819328021	360	WILBUR ST SE			
411819328022	362	WILBUR ST SE			
411819328023	372	WILBUR ST SE			
411819328064	238	WILBUR ST SE			
411819328079	308	WILBUR ST SE			
411819328036	4109	WOODSTOCK AVE SE			
411819328039	4104	WOODSTOCK AVE SE			
411819328040	4110	WOODSTOCK AVE SE			

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #24-819
FOR THE 2024 SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Assessor prepared proposed special assessment roll #24-819 to specially assess specially benefitted parcels (those depicted on Exhibit A and listed on Exhibit B) for costs of the 2024 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$94.00 per treated acre.
3. On April 15, 2024, after notice as required by state statute, the City Charter and city ordinances, the City Council held a public hearing on proposed special assessment roll #24-819 during which it heard and was provided copies of all oral and written objections and comments regarding the roll and following which it considered all those objections and comments.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #24-819 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one installment on the Summer 2024 real property tax bill for each parcel so that the single payment will be due and payable on August 31, 2024 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolutions and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

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 April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

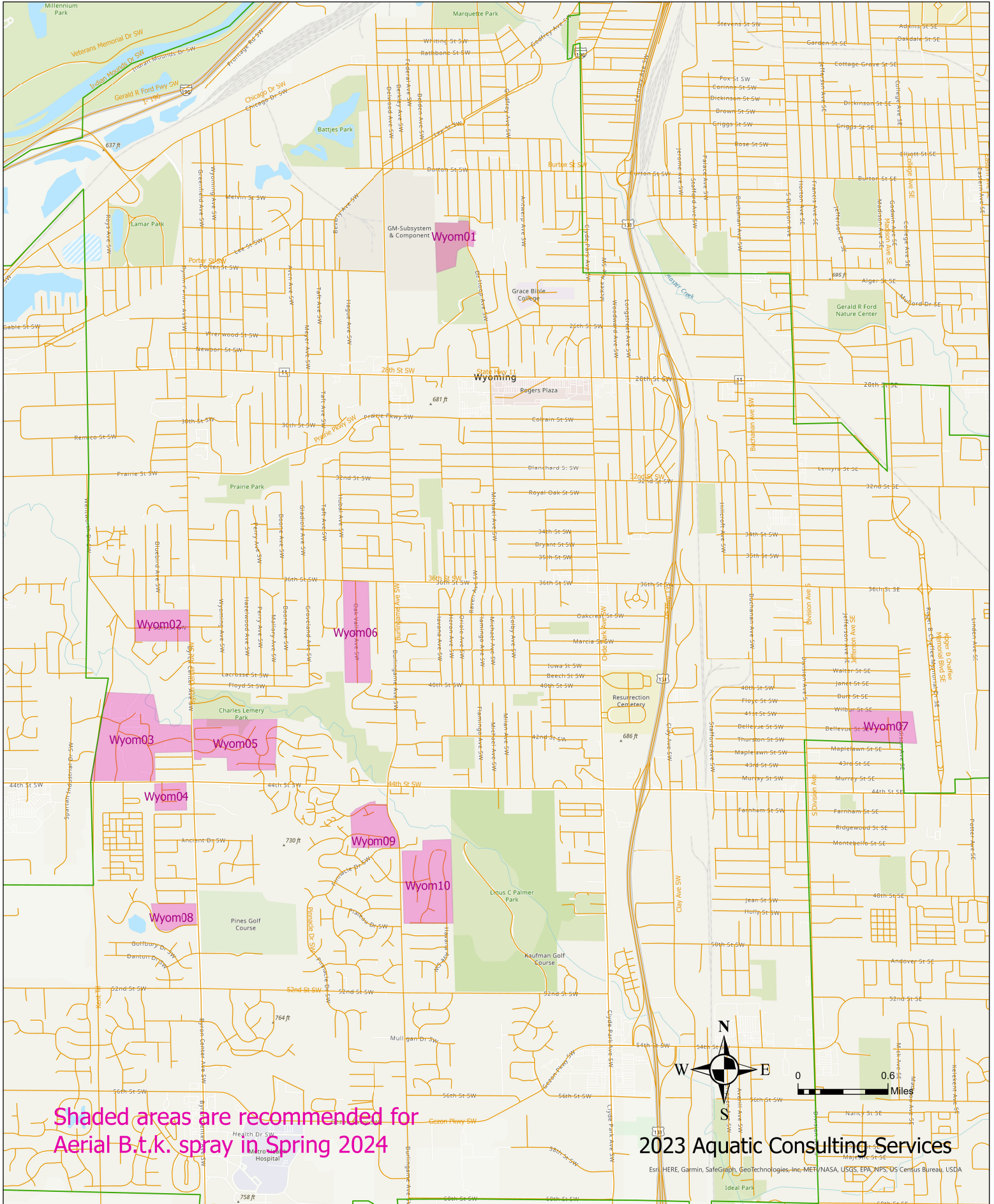
ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B - Address and Parcel List

Resolution No. _____

City of Wyoming Spongy Moth Survey Report 2024



Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-819

411722227003	1706	36TH ST SW	411722227100	3632	OAK VALLEY AVE SW
411722227002	1716	36TH ST SW	411722227008	3642	OAK VALLEY AVE SW
411721226027	2437	38TH ST SW	411722226011	3643	OAK VALLEY AVE SW
411721226122	2443	38TH ST SW	411722227009	3710	OAK VALLEY AVE SW
411721226019	2463	38TH ST SW	411722227097	3740	OAK VALLEY AVE SW
411721276028	2500	38TH ST SW	411722227098	3750	OAK VALLEY AVE SW
411721226018	2511	38TH ST SW	411722227091	3760	OAK VALLEY AVE SW
411721276027	2514	38TH ST SW	411722226015	3767	OAK VALLEY AVE SW
411721226017	2521	38TH ST SW	411722227013	3790	OAK VALLEY AVE SW
411721226016	2535	38TH ST SW	411722227014	3808	OAK VALLEY AVE SW
411721276038	2570	38TH ST SW	411722226018	3809	OAK VALLEY AVE SW
411721226015	2575	38TH ST SW	411722226032	3831	OAK VALLEY AVE SW
411721226014	2593	38TH ST SW	411722226021	3837	OAK VALLEY AVE SW
411721451042	2557	44TH ST SW	411722227101	3864	OAK VALLEY AVE SW
411721451042	2557	44TH ST SW	411722226022	3865	OAK VALLEY AVE SW
411721451042	2557	44TH ST SW	411722226023	3891	OAK VALLEY AVE SW
411721451042	2557	44TH ST SW	411722227094	3910	OAK VALLEY AVE SW
411721451026	2663	44TH ST SW	411722227095	3950	OAK VALLEY AVE SW
411721451034	2675	44TH ST SW	411722226025	3955	OAK VALLEY AVE SW
411721451041	2757	44TH ST SW	411722226026	3969	OAK VALLEY AVE SW
411721451040	2761	44TH ST SW	411727226015	1650	R W BERENDS DR SW
411721451037	2801	44TH ST SW	411727201016	1790	R W BERENDS DR SW
411819328063	217	BELLEVUE ST SE	411819403015	4101	ROGER B CHAFFEE SE
411819329035	218	BELLEVUE ST SE	411819403016	4131	ROGER B CHAFFEE SE
411819329008	224	BELLEVUE ST SE	411819403017	4181	ROGER B CHAFFEE SE
411819328031	237	BELLEVUE ST SE	411819403004	4203	ROGER B CHAFFEE SE
411819329010	246	BELLEVUE ST SE	411726301020	1563	TRENTWOOD ST SW
411819328032	249	BELLEVUE ST SE	411721276004	2551	WEDGEWOOD CT SW
411726301001	4804	BURLINGAME AVE SW	411721276046	4029	WEDGEWOOD DR SW
411726301038	4832	BURLINGAME AVE SW			
411726301039	4850	BURLINGAME AVE SW			
411721226120	3737	BYRON CENTER AVE SW			
411721426008	4041	BYRON CENTER AVE SW			
411722303001	4050	BYRON CENTER AVE SW			
411722354068	4334	BYRON CENTER AVE SW			
411728401008	5001	BYRON CENTER AVE SW			
411726301027	4861	CRANWOOD AVE SW			
411722303002	2371	CRESTVIEW DR SW			
411711176005	2300	DE HOOP AVE SW			
411711176005	2300	DE HOOP AVE SW			
411726154015	4601	GRENADIER DR SW			
411726154014	4623	GRENADIER DR SW			
411726154012	4647	GRENADIER DR SW			
411726101079	4653	GRENADIER DR SW			
411726154002	4661	GRENADIER DR SW			
411726157015	4764	HAVANA AVE SW			
411722378007	2138	HOLLIDAY DR SW			
411722351028	2225	HOLLIDAY DR SW			
411819328045	4125	MADISON AVE SE			
411722227006	3620	OAK VALLEY AVE SW			

RESOLUTION NO. _____

RESOLUTION TO APPROVE CITY EMPLOYMENT
FOR A RELATIVE OF AN APPOINTIVE OFFICIAL

WHEREAS:

1. The City of Wyoming received an application from Clairia Vandenberg to serve in a seasonal maintenance position at the Clean Water Plant, and Ms. Vandenberg has met the requirements and qualifications for this position.
2. Clairia Vandenberg's mother, Kelli Vandenberg, serves as the City Clerk, an appointed officer of the City of Wyoming.
3. Under Section 5.13 of the City Charter, relatives of elective or appointive officers may hold an appointive office or employment during the terms of office of those elective or appointive officers only if the City Council unanimously determines it is in the best interests of the City for them to do so.

NOW, THEREFORE, BE IT RESOLVED:

1. It is in the best interest of the City for Clairia Vandenberg to serve in a Seasonal Maintenance position at the Clean Water Plant.

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 April 15, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:
City Charter Sec. 5.13

Resolution No. _____

Sec. 5.13. - Antinepotism.

Unless the Commission shall, by unanimous vote, which vote shall be recorded as part of its official proceedings, determine that the best interests of the city shall be served, the following relatives of any elective or appointive officer are disqualified from holding any appointive office or employment during the term for which said elective or appointive officer was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouses of any of them. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election of any elective official.

RESOLUTION NO. _____

A RESOLUTION TO ADOPT
THE WYOMING CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT
2024/2025 ANNUAL ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for, and obtained, 48 years of Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD).
2. It is necessary to submit an Annual Action Plan application for the 49th year program covering the period of July 1, 2024, through June 30, 2025, to be eligible to obtain our HUD entitlement.
3. The Wyoming Community Development Committee has recommended a proposed 2024/2025 Annual Action Plan.
4. The Wyoming Community Development Committee has also recommended that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.
5. A Public Hearing was held on April 15, 2024, by the Wyoming City Council on this matter.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby adopt the 2024-2025 Wyoming Consolidated Housing and Community Development annual Action Plan.
2. The Wyoming City Council does hereby affirm that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.

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 April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Annual Action Plan

Resolution No. _____

STAFF REPORT

Date: March 4, 2024
Subject: Community Development Block Grant (CDBG) Annual Action Plan
From: Paul Smith, Assistant Director of Community & Economic Development
Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended that the City Council adopt the City of Wyoming's 2024-2025 Annual Action Plan recommended by the Wyoming Community Development Committee, as described above, and affirm that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs and adjusted based upon HUD mandated formula caps.

COMMUNITY, SAFETY, STEWARDSHIP:

The community of Wyoming benefits from the distribution of these Community Development Block Grant funds to area non-profits serving Wyoming residents. The Community Development Committee developed this Annual Action Plan through a six-month process, where Wyoming residents and non-profits are invited to participate in the stewardship of these funds.

BACKGROUND:

The City of Wyoming receives an annual Community Development Block Grant (CDBG) from the US Department of Housing and Urban Development (HUD). Every CDBG expenditure must meet one of the three national objectives for the CDBG program: benefiting low- and moderate-income persons, preventing or eliminating slums or blight, or meeting serious and immediate threats to the health or welfare of the community.

The budget process for the Annual Action Plan starts in September, when a notice calling for subrecipient proposals is published. Aspiring subrecipients submit letters of intent in October, which are then reviewed by staff and distributed to the Community Development Committee. At the Community Development Committee's November meeting, those letters of intent are discussed and the committee decides which aspiring subrecipients should be scheduled to deliver presentations on their proposals at the committee's December meeting. After hearing those presentations and collecting feedback from the committee members, staff prepares a recommended budget for the committee's January meeting, where the committee discusses specific subrecipient awards. For the February meeting, staff prepares an Annual Action Plan incorporating that budget for the Community Development Committee to approve and recommend to City Council. The final step of the process is for City Council to have a public hearing in April or May to adopt the Annual Action Plan. Please that residents and area non-profits are invited to all of these open meetings and that public comment is solicited through a public hearing notice for the final approval of the Annual Action Plan.

DISCUSSION:

The City of Wyoming expects to have \$927,368.85 available for the Community Development Program during this period. This amount consists of \$511,785.00 in an estimated annual CDBG entitlement grant from HUD, \$68,118.76 in CDBG entitlement carryover funds from fiscal year 2024, \$129,748.91 in CDBG entitlement carryover from fiscal year 2023, \$ 117,716.38 from fiscal year 2022, and \$100,000 from anticipated program income. Any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.

-Capital Outlay and Public Infrastructure Improvements \$50,000: 12,196 Wyoming residents that live within low/moderate-income areas will have the benefit of enhanced sidewalk crossings and updates and renovations to City parks and other public facilities, leading to increased traffic safety, public enjoyment of City parks and other City facilities.

-Public Services \$85,000: Public service activities will include fair housing activities, rental assistance, homelessness prevention assistance, and legal services. 108 low-moderate income families will directly benefit from these activities. Public services are capped at 15% of the current entitlement award and the previous year's programs income. Staff typically budgets conservatively to prevent cap issues.

Note that the Community Development Committee recommended making larger awards to fewer subrecipients. In the past, staff received complaints that subrecipient awards were too small and that federal reporting requirements made these small awards inefficient. On more than one occasion, a subrecipient has refused an award due to the administrative burden. For this program year, the Community Development Committee recommends the following awards: \$40,000 to Legal Aid of Western Michigan, \$20,000 to the Fair Housing Center of West Michigan, and \$25,000 to Family Promise of West Michigan.

- Housing Rehabilitation \$410,748: These activities will include homeowner rehabilitation activities and administration. 63 low-moderate income households will receive needed rehabilitation, repairs, access modifications, and affordable rehab administration. These activities include the City's single family home rehabilitation loans and a \$90,000 subrecipient award to Home Repair Services.

-Planning and Administration \$122,357: All Wyoming households will receive management, coordination, oversight, and monitoring of the CDBG programs. (\$122,357.00). Planning and Administration activities are capped at 20% of the current entitlement award and program income. For this reason, staff typically budgets conservatively in these activities to ensure that a program income shortfall does not create an issue with this cap. These administrative expenses include a \$5,000 subrecipient award to the Heart of West Michigan United Way for administering the continuum of care.

-Code Enforcement \$64,000: 500 households, in low- and moderate-income areas throughout the City, will have the benefit of CDBG monies to fund code enforcement activities for the purpose of providing a suitable living environment.

BUDGET IMPACT:

Staff expects an award of \$511,785 from the U.S. Department of Housing and Urban Development under its Community Development Block Grant program and forecasts program revenue of \$100,000 during the coming program year. No general fund dollars will be used for program activities.

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Executive Summary

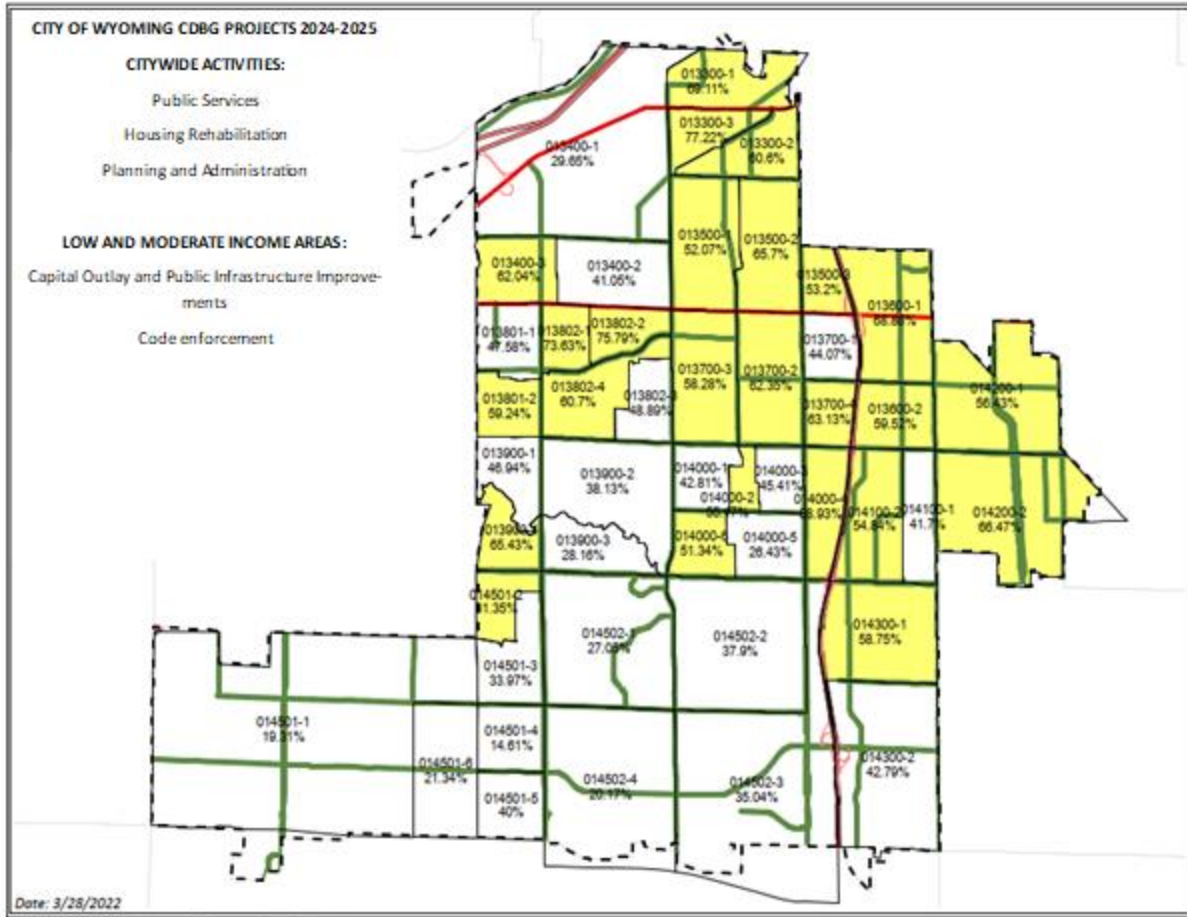
AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Wyoming, along with the City of Grand Rapids and Kent County, adopted the 2021-2026 Wyoming Regional Consolidated Plan. The City of Wyoming's 2024-2025 Fourth Program Year Action Plan is based upon the adopted Consolidated Plan's goals, objectives and priority needs. This Action Plan outlines the programs to be initiated in the upcoming fiscal year.

The City of Wyoming expects to have \$927,369.05 available for the Community Development Program during this period. This amount consists of \$511,785.00 in an estimated annual CDBG entitlement grant from HUD, \$68,118.76 in CDBG entitlement carryover funds from fiscal year 2024, \$129,748.91 in CDBG entitlement carryover from fiscal year 2023, \$ 117,716.38 from fiscal year 2022, and \$100,000 from anticipated program income.

The Wyoming Community Development Committee has also recommended that any increase or decrease in funding to match actual allocation amounts will be equitably divided between programs, excluding Public Services and Administrative activities, and adjusted based upon HUD mandated formula caps.



CDBG Activities 2024

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The following goals were identified by the City of Wyoming in the five-year plan to address the needs and priorities determined through the community engagement process. Each year the City of Wyoming will tailor individual activities toward achieving one or more of these goals.

Increase Access to Affordable Housing Options

Rehabilitate and preserve owner- and renter-occupied housing to bring units to code standard or provide safety improvements, energy efficiency improvements, access modifications, or treatment of lead or other home hazards, as well as renovations to make homes accessible for persons with disabilities or elderly households.

Provide Suitable Living Environments

The City of Wyoming will utilize Code Enforcement and Clearance/Demolition activities to accomplish this goal. There will be improved public health and safety, reduced blighting influences, and improved property values through code enforcement and clearance of blighted structures.

Enhance Infrastructure and Public Facilities

Enhance publicly owned facilities and infrastructure that improves the community and neighborhoods, such as parks, streets, sidewalks, streetscapes and other public infrastructure and facilities, including improving accessibility to meet American with Disabilities Act (ADA) standards.

Increase Access to Vital Public Services

Enhance access to public services by funding activities that support special needs and low-to-moderate income households in the community.

Increase opportunities for housing stability through homebuyer down payment assistance, tenant based rental assistance and other support; fair housing education and enforcement, legal assistance for housing matters, and financial/homeownership counseling.

The City will accomplish this goal through supporting agencies that provide housing and supportive services to households experiencing homelessness.

Increase Economic Opportunities

Enhance economic stability and prosperity by increasing economic opportunities for residents through job readiness and skill training, promotion of entrepreneurship (including among culturally diverse populations), façade improvements, and other strategies.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Wyoming recognizes that the evaluation of past performance plays a critical role in ensuring that effective programs are implemented that align with its long-range goals. The following includes past spending performance of activities from July 1, 2023, through June 30, 2024.

Rehabilitation-Single Unit Residential: We spent a total of \$319,396 for the rehabilitation of 8 low/mod housing units.

Code Enforcement: We spent a total of \$64,000 to provide households in low/moderate-income areas throughout the City with the benefit of CDBG monies to fund code enforcement activities. There were a total of 500 code violations that were corrected, and 56% of all code enforcement inspections were in low/moderate income areas.

Clearance/Demolition: We spent \$3,200 to assist 1 low/moderate income homeowner with a free needed dilapidated structure demolition grant.

Public Services–Family Promise Re-Housing Financial Assistance: We spent a total of \$15,000 to assist 10 low-income families moving out of homelessness and into stabilized housing through the benefit of short-term rental assistance. These funds were administered by Family Promise of Grand Rapids

Public Services-ICCF Re-Housing Financial Assistance: we spent \$10,000 to assist 6 families moving out of homelessness and into stabilized housing.

Public Services–Legal Aid: 250 low-income persons pending eviction received the benefit of legal services, provided by Legal Aid of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing. A total of \$60,000 was spent.

Rehabilitation–Administration: We spent a total of \$66,300 to deliver 8 low/moderate-income families with affordable administration of housing rehabilitation funding.

Rehabilitation-Home Repair Services: We spent a total of \$90,000 to provide low/moderate-income households with affordable services such as minor home repairs and accessibility modifications. A total of 50 low/moderate-income households were assisted.

General Administration: We spent a total of \$121,712 to assist all Wyoming residents with affordable administration of HUD programs.

HUD Continuum of Care—Administration: We spent a total of \$5,000.00 to assist all Wyoming residents with access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The citizen participation process for the 2024-2025 Year Four Annual Action Plan was completed according to the adopted City of Wyoming Citizen Participation Plan, and consisted of the following:

The WCDC met on February 15, 2024, and discussed needs, funding, and possible activities. The Committee recommended approval of the 2024-2025 Annual Action Plan to the Wyoming City Council.

On March 4, 2024, the Wyoming City Council met and set the date of April 15, 2024, to hold a public hearing for the Annual Action Plan.

On March 12, 2024, the Availability for Public Review of the One Year Action Plan notice and notice of public hearing on the 2024-2025 One Year Action Plan was published in the Grand Rapids Press newspaper. This notice was also posted at the Wyoming Public Library and sent to 38 interested parties, representing public officials, media (including Spanish speaking radio and newspapers), public service agencies, school districts, subrecipients, minority organizations and other stakeholders, requesting comment and announcing the upcoming public hearing on April 15, 2024, concerning the Annual Action Plan.

On April 15, 2024, a public hearing was held during the City Council meeting. Public comments inserted here. comment. Accordingly, the City Council _____ the 2024-2025 Annual Action Plan on April 15, 2024.

A notice of intent to request release of funds and notice of finding of no significant impact regarding the 2024-2025 Environmental Reviews were published in the Grand Rapids Press newspaper on April 23, 2024, providing the public the opportunity to submit comments regarding the environmental review documentation for 15 days. A notice of the final annual action plan was also published on April 23, 2024, notifying the public that the annual action plan would be submitted no later than 60 days after allocations are released.

Public comments to be inserted here.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The citizen participation process for the Annual Action Plan was completed according to the adopted City of Wyoming Citizen Participation Plan. A detailed explanation is found in (4) above.

6. Summary of comments or views not accepted and the reasons for not accepting them

Public comments to be inserted here.

7. Summary

The City of Wyoming expects to have \$927,369.05 available for the Community Development Program during this period. This amount consists of \$511,785.00 in an estimated annual CDBG entitlement grant from HUD, \$68,118.76 in CDBG entitlement carryover funds from fiscal year 2024, \$129,748.91 in CDBG entitlement carryover from fiscal year 2023, \$ 117,716.38 from fiscal year 2022, and \$100,000 from anticipated program income.

Public comments to be inserted here. The City of Wyoming has not identified any denial or refusal of comments.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WYOMING	
CDBG Administrator	WYOMING	Community & Economic Development
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The Lead Agency is the City of Wyoming. The daily CDBG activities will be handled by the Community and Economic Development Department’s - Community Development staff. Like typical municipal governments, the City Council acts as the legislative and policy-making voice of the city. As part of its activities, the City Council adopts the Five-Year Regional Consolidated Plan and approves the annual submittal of City Annual Action Plans for CDBG funding. As the chief administrator, the City Manager is responsible for the day-to-day operations of the city, including the implementing of the policies and programs of the City Council.

Community and Economic Development Department:

The Assistant Director of Community and Economic Development and Community Development Coordinator serve as staff to the Wyoming Community Development Committee (WCDC). The Assistant Director of Community and Economic Development directs and supervises programs and activities related to the Annual Action Plan and CDBG expenditures. The Community Development Coordinator acts as Secretary to the WCDC, advises the Director and Assistant Director of Community and Economic Development of, and implements as required, Community Development Block Grant (CDBG) regulations, recommended best practices, and other regulatory requirements to ensure program compliance

with necessary local, state, and federal administrative and statutory law. The Community Development Coordinator and Building Inspector (assigned as the Building Rehabilitation Specialist) work to process cases for Housing Rehabilitation programs. A Rehabilitation Committee, made up of the Community and Economic Development Director, Building Inspections Supervisor, and Assistant Community and Economic Development Director approve all housing rehabilitation applications and clearance/demolition applications.

Community Development Committee:

Relative specifically to this Annual Action Plan and CDBG funding, the Wyoming Community Development Committee (WCDC), a Council-appointed group made up of Wyoming residents, serves as an advisory body to the Director of Community and Economic Development, the City Manager, and the City Council. This group also recommends the approval of the Five-Year Regional Consolidated Plan and recommends the Annual Action Plan and its related annual CDBG budget to the City Council. During the budgeting process, this group interviews sub-recipient applicants and recommends priorities for funding.

Other City Groups:

There is an Interdepartmental Agreement with the City's Inspections office relative to funding Code Enforcement. Relative to other city groups potentially involved with the Annual Action Plan, the list includes the Wyoming Housing Commission, the Downtown Development Authority, the Parks and Recreation Commission, the Public Works Department and Parks and Recreation staff.

Kent County

The City will continue its consortium agreement with Kent County allowing them to receive and administer Wyoming's federal entitlement of HOME dollars.

Consolidated Plan Public Contact Information

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AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

During the Consolidated Plan process, there was engagement with residents and community organizations in the identification of housing and community development needs and priorities. This process included stakeholder interviews, surveys and stakeholder focus groups. The City of Wyoming continues to reach out and consult with public and private agencies during the Annual Action Plan process. Our Subrecipients of CDBG funds are non-profit agencies, including Home Repair Services who provides minor home repairs and accessibility modifications; The Heart of West Michigan United Way who provides affordable HUD Continuum of Care administration to support the Coalition to End Homelessness; Legal Aid of West Michigan, who provides legal advice for eviction proceedings and landlord-tenant issues; Family Promise of Grand Rapids who provides re-housing financial assistance and stabilization services for low-income families moving out of homelessness; and the Inner-City Christian Federation (ICCF) who provides re-housing financial assistance for low-income families.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City will continue to work with other City departments, neighboring cities, Kent County and area housing non-profits, such as Home Repair Services, The Heart of West Michigan United Way, Legal Aid of West Michigan, Family Promise of Grand Rapids and ICCF. The City also works with the Disability Advocates of Kent County. In addition, the Director of Community and Economic Development is active with the Grand Rapids Area Coalition to End Homelessness/HUD Continuum of Care to address issues of homelessness and affordable housing and the Kent County Essential Needs Task Force.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

See comments above regarding funding HUD Continuum of Care administration, Family Promise of Grand Rapids and ICCF. The City of Wyoming does not receive ESG funds.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Wyoming does not receive ESG funding.

2. Agencies, groups, organizations, and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Home Repair Services of Kent County Inc.
	Agency/Group/Organization Type	Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Rehabilitation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Home Repair Services provides minor home repairs and accessibility modifications. This organization was previously consulted as part of our Consolidated Housing and Community Development Plan. They also make a presentation to the Community Development Committee annually and discuss goals and outcomes.
2	Agency/Group/Organization	UNITED WAY
	Agency/Group/Organization Type	Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Heart of West Michigan United Way provides affordable HUD Continuum of Care administration to support the Coalition to End Homelessness goals. The Director of Community and Economic Development is active with the Grand Rapids Area Coalition to End Homelessness/HUD Continuum of Care. They report annually to the Community Development Committee and discuss goals and outcomes.

3	Agency/Group/Organization	Grand Rapids Area Coalition to End Homelessness
	Agency/Group/Organization Type	Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Director of Community and Economic Development is active with this organization. The City of Wyoming supports the Coalition to End Homelessness goals.
4	Agency/Group/Organization	Family Promise of Grand Rapids
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Funding will be provided for low-income families moving out of homelessness and into stabilized housing.

5	Agency/Group/Organization	ICCF NONPROFIT HOUSING CORP
	Agency/Group/Organization Type	Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Funding has been provided to ICCF in previous fiscal years.
6	Agency/Group/Organization	Legal Aid of Western Michigan
	Agency/Group/Organization Type	Services - Housing Services-homeless Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Legal Aid of Western Michigan was awarded funds last year and will be funded this year. It intends to continue its successful program of legal representation of low-income tenants and homeowners at risk of homelessness.</p>
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Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Heart of West Michigan United Way	Affordable HUD Continuum of Care administration to support the Coalition to End Homelessness goals.

Table 3 - Other local / regional / federal planning efforts

Narrative

Agencies seeking to become Subrecipients during the 2024-2025 grant year submitted Letters of Intent to the Wyoming Community Development Committee in the fall of 2023. In reviewing these applications, the Committee also reviewed the results and outcomes from prior years and the priority needs of the Consolidated Plan. With this information, the Committee and staff developed a preliminary plan and list of projects for public review. A public hearing was conducted by the Wyoming Community Development Committee who made a recommendation to the City Council, who also held a public hearing to accept the Plan and receive additional comments. The City continues to expand its public outreach opportunities to Subrecipients in order to provide greater access to available funding. The request for Letters of Intent was distributed to over 50 local organizations.

AP-12 Participation - 91.401, 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The citizen participation process for the Annual Action Plan was completed according to the adopted City of Wyoming Citizen Participation Plan. The Citizen Participation Plan was recently amended and includes the implementation of the Assessment of Fair Housing final rule.

The citizen participation process consisted of:

The WCDC met on February 15, 2024, and discussed needs, funding, and possible activities. A The Committee recommended approval of the 2024-2025 Annual Action Plan to the Wyoming City Council.

On March 4, 2024, the Wyoming City Council met and set the date of April 15, 2024, to hold a public hearing for the Annual Action Plan.

On March 12, 2024, the Availability for Public Review of the One Year Action Plan notice, and Notice of Public Hearing on the 2024-2025 One Year Action Plan was published in the Grand Rapids Press newspaper. This notice was also posted at the Wyoming Public Library and sent to 111 interested parties, representing public officials, media (including Spanish speaking radio and newspapers), public service agencies, school districts, subrecipients, minority organizations and other stakeholders, requesting comment and announcing the upcoming public hearing on April 15, 2024, concerning the Annual Action Plan.

On April 15, 2024, a public hearing was held during the City Council meeting. Public comments to be inserted here. Accordingly, the City Council _____ the 2024-2025 Annual Action Plan on April 15, 2024.

A Notice of Intent to Request Release of Funds and Notice of Finding of No Significant Impact regarding the 2024-2025 Environmental Reviews were published in the Grand Rapids Press newspaper on April 23, 2024, providing the public the opportunity to submit comments regarding the environmental review documentation for 15 days. A notice of the final annual action plan was also published on April 23, notifying the public that the annual action plan would be submitted no later than 60 days after allocations are released.

Public comments to be inserted here.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	None	None	None	
2	Newspaper Ad	Non-targeted/broad community	None	None	None	
3	Internet Outreach	Non-targeted/broad community	None	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Letters to Interested Parties	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	None	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
5	Public Meeting	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	None	None	None	

Table 4 – Citizen Participation Outreach

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public - Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	511,785	100,000	315,584.05	927,369.05	1,439,154.05	Block grant from U.S. Department of Housing and Urban Development to address housing, community development and economic development needs.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Wyoming expects to have \$927,369.05 available for the Community Development Program during this period. This amount consists of \$511,785.00 in an estimated annual CDBG entitlement grant from HUD, \$68,118.76 in CDBG entitlement carryover funds from fiscal year 2024, \$129,748.91 in CDBG entitlement carryover from fiscal year 2023, \$ 117,716.38 from fiscal year 2022, and \$100,000 from anticipated program income.

Anticipated Resources

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Wyoming has a consortium agreement with the County of Kent allowing them to receive and administer Wyoming's federal entitlement of HOME dollars as part of the Kent County-Wyoming HOME Consortium. The City of Wyoming has input on its share of the funds and its related applications from area developers. All data related to City of Wyoming HOME funds will be reported by Kent County staff and is not included in this Action Plan in order to avoid duplicate reporting of data to HUD. The County of Kent is responsible, by executed agreement, to obtain all necessary match funds for HOME. The City of Wyoming does provide documentation of match related to public infrastructure investments directly attributed to HOME projects within the City of Wyoming.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Where available, surplus land owned by the jurisdictions or other quasi-public agencies will be evaluated for inclusion in the projects and activities identified in the plan on a case-by-case basis. Evaluation criteria includes the condition of the property, future anticipated needs, and current needs of the project or activities. The City of Wyoming has acquired vacant land in a previous year for low-income housing development.

Discussion

The City of Wyoming will use its federal and non-federal resources to improve communities and provide economic opportunities to the City's low- and moderate-income residents.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Access to Affordable Housing Options	2021	2026	Affordable Housing	City-Wide Low/Mod Income Families	Maintain Housing Stock and Housing Rehabilitation Access to Affordable Owner Housing Community Health and Safety	CDBG: \$410,748.91	Homeowner Housing Rehabilitated: 63 Housing Units
2	Provide Suitable Living Environments	2021	2026	Affordable Housing Non-Housing Community Development	City-Wide Low/Mod Income Families	Maintain Housing Stock Clearance of Blighted Structures Community Health and Safety	CDBG: \$64,000	Buildings Demolished: 2 Buildings Code Violations Corrected: 500
3	Enhance Infrastructure and Public Facilities	2021	2026	Non-Housing Community Development	All Low/Moderate-Income Areas	Community Health and Safety Public Infrastructure and Facility Improvements	CDBG: \$50,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3,400 Persons benefitted.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Increase Access to Vital Public Services	2021	2026	Non-Housing Community Development	All Low/Moderate-Income Areas City-Wide Low/Mod Income Families	Homelessness Access to Affordable Rental Housing Fair Housing and Consumer Legal Services Supportive and Community Health and Safety	CDBG: \$85,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: Households receiving fair housing or legal aid: 100 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 8 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Increase Access to Affordable Housing Options
	Goal Description	One of the primary goals of the City is to rehabilitate and preserve housing. This will be accomplished through homeowner rehab assistance, as well as minor repair and access modifications.
2	Goal Name	Provide Suitable Living Environments
	Goal Description	The City of Wyoming will utilize Code Enforcement and Clearance/Demolition activities to accomplish this goal. There will be improved public health and safety, reduced blighting influences, and improved property values through code enforcement and clearance of blighted structures.

3	Goal Name	Enhance Infrastructure and Public Facilities
	Goal Description	Enhance publicly owned facilities and infrastructure that improves the community and neighborhoods, such as parks, streets, sidewalks, streetscapes and other public infrastructure and facilities, including improving accessibility to meet American with Disabilities Act (ADA) standards.
4	Goal Name	Increase Access to Vital Public Services
	Goal Description	Enhance access to public services by funding activities that support special needs and low-to-moderate income households in the community. This will be accomplished through the HUD Continuum of Care, Fair Housing and Legal Aid activities, as well as rental assistance and rapid re-housing.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Wyoming plans to use CDBG funds to accomplish projects in the areas of Housing Rehabilitation, Acquisition, Disposition, Code Enforcement, Clearance/Demolition, Capital Outlay, and Public Services. Affordable housing and homeless needs have been given high priority.

#	Project Name
1	Capital Outlay Public Infrastructure Improvements
2	Public Services
3	Housing Rehabilitation
4	Planning and Administration
5	Code Enforcement

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funding priorities have been outlined in the 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan. All projects to be funded in this Action Plan are ranked as high priority need for the City of Wyoming in the Consolidated Plan. Staff capacity, regulatory requirements and funding limitations are the obstacles to addressing underserved needs.

AP-38 Project Summary

Project Summary Information

1	Project Name	Capital Outlay and Public Infrastructure Improvements
	Target Area	Low/moderate income areas
	Goals Supported	Enhance Infrastructure and Public Facilities
	Needs Addressed	Enhance Infrastructure and Public Facilities
	Funding	CDBG: \$50,000
	Description	12,196 Wyoming residents that live within low/moderate-income areas have the benefit of enhanced sidewalk crossings and updates and renovations to City parks and other public facilities, leading to increased traffic safety, public enjoyment of City parks and other City facilities.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Activities will take place in multiple locations throughout the City providing an area benefit to over 12,196 people who live in low-moderate income areas.
	Location Description	The City of Wyoming – low- and moderate-income areas.
	Planned Activities	Parks & Recreational Facilities, Sidewalks, Public Facility Development
2	Project Name	Public Services
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Increase Access to Vital Public Services
	Needs Addressed	Homelessness Fair Housing Legal Aid Access to Affordable Rental Housing

	Funding	CDBG: \$85,000
	Description	Public service activities to include fair housing activities, rental assistance, homelessness prevention assistance, and legal services.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	108 low-moderate income families will directly benefit from these activities.
	Location Description	City of Wyoming low- and moderate-income persons
	Planned Activities	Planned CDBG eligible activities include fair housing assistance, rapid re-housing, rental assistance, and legal assistance.
3	Project Name	Housing Rehabilitation
	Target Area	City-Wide Low/Mod Income Families
	Goals Supported	Increase Access to Affordable Housing
	Needs Addressed	Rehabilitation of Owner-Occupied Units Accessibility Modifications
	Funding	CDBG: \$410,748.91
	Description	Homeowner rehabilitation activities and administration
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	63 low-moderate income households will receive needed repairs or modifications.
	Location Description	City-Wide Low/Mod Income Families
	Planned Activities	Home repair services and access modifications, single-unit residential rehab and rehab administration

4	Project Name	Planning and administration
	Target Area	City-Wide Low/Mod Income Families and low/mod areas
	Goals Supported	Increase access to Affordable Housing, Provide Suitable living environments, Enhance Infrastructure and Public Facilities, Increase Access to Vital Public Services
	Needs Addressed	Rehabilitation of Owner-Occupied Units Accessibility Modifications Parks and Playground Improvements Neighborhood Infrastructure Improvements Housing and Financial Counseling Activities Fair Housing and Legal Counseling Activities
	Funding	CDBG: \$122,357
	Description	Administrative funds for the management, coordination, oversight, and monitoring of the CDBG programs.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Administrative and operational support for all CDBG activities.
	Location Description	City of Wyoming low- and moderate-income persons and low/mod areas.
	Planned Activities	Planned activities include the administrative, planning, and operational support for CDBG activities.
5	Project Name	Code Enforcement
	Target Area	All Low/Moderate-Income Areas
	Goals Supported	Provide Suitable Living Environments

Needs Addressed	Clearance of Blighted Structures Community Health and Safety
Funding	CDBG: \$64,000
Description	500 households, in low- and moderate-income areas throughout the City, have the benefit of CDBG monies to fund code enforcement activities for the purpose of providing a suitable living environment.
Target Date	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities	500 households, in low- and moderate-income areas throughout the City, have the benefit of CDBG monies to fund code enforcement activities for the purpose of providing a suitable living environment.
Location Description	City of Wyoming low- and moderate-income areas
Planned Activities	500 households, in low- and moderate-income areas throughout the City, have the benefit of CDBG monies to fund code enforcement activities for the purpose of providing a suitable living environment.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

As stated in the Consolidated Plan, the City of Wyoming has a lower median income than the balance of Kent County. Nearly 65% of all Wyoming households have incomes between 0-80% AMI. Of the households that are between 0-80% AMI, 24% are extremely low-income, 26% are low-income, and 48% are moderate-income.

In reference to minority concentration, the Consolidated Plan also states that the concentration of Non-White population is in the downtown and northern areas of the city. 22.8% of Wyoming's population is Hispanic/Latino according to the 2018 Five-Year ACS data, which is a 3.4% increase over the 2000 level.

The northern and eastern areas of the city contain the oldest housing units, and housing rehabilitation does regularly occur in both areas based on need and demand.

Geographic Distribution

Target Area	Percentage of Funds
All Low/Moderate-Income Areas	14
City-Wide Low/Mod Income Families	86
City-Wide	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

- Basis of allocating funds in geographic areas: Our CDBG housing activities are available only to eligible low/moderate income households throughout the City. Clearance of dilapidated structures, including, but not limited to, garages, porches and fencing, are available only to eligible low/moderate income households throughout the City. Code Enforcement, Capital Outlay, and Fair Housing activities are only eligible in low/moderate income areas. Rental Assistance is available city-wide to low/moderate income persons pending eviction. Rapid Re-Housing Financial Assistance and Stabilization Services are available city-wide to low/moderate income families moving out of

homelessness and into stabilized housing. Legal Aid assistance is available to city-wide to low/moderate households.

Discussion

Geographic distributions of funding are in line with the intended activities' eligibility requirements.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The 2020 Stakeholder Housing and Community Development Survey found that the most highly recognized barriers to the development of affordable housing include the Not In My Back Yard (NIMBY) mentality, the cost of land or lot, the cost of labor, and the cost of materials. This was followed by the lack of affordable housing development incentives.

The City's 2020 Analysis of Impediments (AI) and Housing Needs Assessment (HNA) identified the following Impediments to Fair Housing.

In the context of an AI, an impediment to fair housing can be an action or a lack of action that restricts housing choice, or that has the effect of restricting housing choice. This study has identified the impediments as follows.

- The high cost of rental housing and extreme burden those costs place on tenants present a barrier to fair housing choice. While housing costs for homeowners have decreased slightly since 2014, the increase in cost burden for renters is significant and indicates a need to focus specifically on actions that can be taken to assist renter households.
- Negative perceptions toward the term “affordable housing” exist and can undermine public support of housing development and interfere with efforts to increase housing options aligned with household incomes and affordability.
- The Wyoming Housing Commission’s lack of contemporary information about local concentrations of poverty and minority residents prevents the Commission from carrying out its strategy of assisting residents in effective housing searches and may inadvertently exacerbate the growth or persistence of those housing patterns.
- Successful fair housing complaint outcomes, particularly concerning reasonable accommodations for persons with disabilities, may indicate a lack of awareness regarding fair housing issues and compliance that acts as an impediment to housing choice for those with disabilities.
- Geographic boundaries applied to fair housing services due to HUD grant-related requirements and local financial support may limit anti-discrimination enforcement options for residents and would-be residents.
- Unfavorable outcomes in loan originations and denials for loan applications from Hispanic applicants presents an impediment to homeownership for Wyoming’s largest minority population, whether residents or would-be residents.
- Homelessness affecting Wyoming residents indicates the existence of short-term or chronic impediments to housing choice, and an

inability to resolve housing issues for oneself or one's household due to limitations of capacity or circumstances.

- The lack of information regarding racial, ethnic, and geographic characteristics of Boards, Commissions and Committees charged with leadership responsibilities is a barrier to ensuring that the diversity of the Wyoming community is represented at desired levels.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's 2020 AI contained the following recommendations:

Recommendation #1: Data

Establish Information and data protocols for the City of Wyoming, and the Wyoming Housing Commission to support fair housing goals and strategies.

Recommendation #2: Development

Work with private and community-based entities to align interests and facilitate contemporary housing and mixed-use development in those areas most appropriate for affordability.

Recommendation #3: Renter Households

Support services that focus on Wyoming's rental population to increase access to and maintenance of safe housing as a means of promoting stability and high quality of life.

Recommendation #4: Homelessness

Develop a community-driven framework to guide local actions of City officials, agencies, law enforcement and community groups to address

homelessness.

Recommendation #5: Fair Housing Complaints

Continue to work to ensure support of fair housing services to the entire Wyoming community.

Recommendation #6: Residential Lending

Analyze current individual Home Mortgage Disclosure Act (HMDA) records to inform the understanding of lending patterns and engage area lending institutions in a partnership to formulate steps to eliminate racial or national origin disparities.

Discussion

The City will continue to communicate and collaborate with area stakeholders to establish city and county-wide approaches to developing affordable housing and addressing special needs in the community. The City has partnered with Habitat for Humanity of Kent County and Next Step of West Michigan to leverage public and private resources for neighborhood improvements and the stabilization of property values, while expanding affordable housing opportunities.

City Staff representation will continue on the West Michigan Regional Planning Commission, the Grand Valley Metro Council Technical Committee, the Interurban Transit Partnership, the Division Avenue Business Association, the Grand Rapids Home Builders Association, and the Grand Rapids Rental Property Owners Association. The Director of Community and Economic Development serves as the City's representative to the Kent County Essential Needs Task Force and the HUD Continuum of Care/Grand Rapids Coalition to End Homelessness.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

See other actions and processes to be carried out in the narrative below.

Actions planned to address obstacles to meeting underserved needs

The City's strategy to reduce poverty relies on promoting current and future programs, which assist low-income families, the elderly, the disabled, and those at risk of becoming homeless.

Actions planned to foster and maintain affordable housing

The 2020 Analysis of Impediments to Fair Housing Choice and Housing Needs Assessment (AI) recommendations and outlined actions to reduce barriers to affordable housing have been described in Section AP-75.

Actions planned to reduce lead-based paint hazards

The City integrates lead hazard evaluation and reduction activities into all CDBG housing rehabilitation programs. The City's Building Rehabilitation Specialist is a State of Michigan licensed lead inspector and lead risk assessor. For each housing rehabilitation project, the Building Rehabilitation Specialist identifies the potential lead hazard, develops a plan for remediation and executes the plan for remediation, in compliance with federal standards. The City will provide CDBG housing rehabilitation applicants with applicable information on the hazards of lead-based poisoning.

Actions planned to reduce the number of poverty-level families

The City's strategy to reduce poverty relies on promoting current and future programs, which assist low-income families and senior citizens. The following programs, administered by the City, assist households in poverty by reducing their expenses for such services and/or obligations:

- Community Development Block Grant -Loans at 3% annual interest are offered to households with incomes between 50% and 80% of the area median. Deferred Loans, at zero interest, repaid at a reduced amount, at the time of sale of the property, are offered to households with incomes below 50% of the area median.
- Senior Center - Free tax preparation services, free low cost recreation and leisure education programs, free legal consultation services and free medical and blood pressure screenings along with other public assistance.
- Poverty Exemptions of Property Taxes -The City allows for an exemption of all or a part of real and personal property taxes to those persons, as determined by the Board of Review, to be in

poverty. Wyoming averages about 50 exemptions each year.

- The City's Public Housing and rent certificates programs provide assistance to low-income families.
- Support of Family Promise of Grand Rapids in assisting low-income families moving out of homelessness and into stabilized housing. The families receive the benefit of short-term rental assistance and support services to help maintain permanent housing and build assets to support self-sufficiency.
- Support of the ICCF Community Homes in assisting low- and moderate- income families with rapid rehousing funding and case management.

Actions planned to develop institutional structure

The City continues to work with Kent County and the City of Grand Rapids in the development of regional plans in the HOME Consortium. These efforts are on-going.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has renewed its annual memorandum of understanding with the Kent County Essential Needs Task Force Governance, which is a collective effort of governmental agencies, non-profits, faith-based organizations, funders and community volunteers who seek to enhance the structure of services and develop and support a sustainable model for the emergency response network for residents throughout Kent County.

Discussion

N/A

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The City of Wyoming expects to have \$1,044,349.05 available for the Community Development Program during this period. This amount consists of \$511,875 in an estimated annual CDBG entitlement grant from HUD, \$88,118.76 in CDBG entitlement carryover funds from fiscal year 2024, \$129,748.91 in CDBG entitlement carryover from fiscal year 2023, \$ 214,516.38 from fiscal year 2022, and \$100,000 from anticipated program income.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

There are no urgent need activities expected for the coming program year. The City of Wyoming intends to spend the entirety of its funds on low- and moderate-income persons or low- and moderate-income areas.

Attachments

Citizen Participation Comments

Grantee SF-424's and Certification(s)

RESOLUTION NO. _____

RESOLUTION TO SUPPORT THE PREVENTATIVE MAINTENANCE PROJECT
ON THE BURLINGAME AVENUE BRIDGE OVER BUCK CREEK

WHEREAS:

1. In 2022, a biannual bridge inspection recommended various repairs to the Burlingame Avenue Bridge over Buck Creek.
2. Recommended repairs include an epoxy overlay on bridge deck and approach slabs and healer/sealer on the sidewalks.
3. The City of Wyoming is seeking State of Michigan – Local Bridge Program funding to perform said repairs.
4. It is in Wyoming’s best interest to apply for Local Bridge Program funding to assist with the Burlingame Avenue Bridge repairs.
5. The anticipated cost based upon the engineer’s estimate, is approximately \$100,000, which Wyoming would contribute 5% (approximately \$5,000) of the cost if selected.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby support the project to perform preventative maintenance on the Burlingame Avenue Bridge over Buck Creek with the use of Local Bridge Program funds.

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 April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Local Bridge Program Application SN5246

Resolution No. _____

STAFF REPORT

Date: April 4, 2024
Subject: Resolution of Support for Local Bridge Project
From: Russ Henckel, Assistant Director of Public Works - Engineering
CC: Myron Erickson
Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended City Council support the preventative maintenance project on the Burlingame Avenue bridge over Buck Creek with the use of Local Bridge Program funds. The City of Wyoming's share of the estimated \$100,000 project would be approximately \$5,000, if selected.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains its infrastructure to promote safe and efficient vehicular travel for the residents of Wyoming. Maintaining the critical infrastructure of our community adds to the economic strength of our city.

DISCUSSION:

The biannual bridge inspection in 2022 identified various repairs needed on the Burlingame Avenue Bridge over Plaster Creek located south of 44th Street. Repairs include epoxy overlay on the bridge deck and approach slabs and healer/sealer on sidewalks. The city is applying for Local Bridge Program funding to assist with the costs of the repair and the associated resolution of support is part of the application requirements.

If selected as a viable bridge candidate in the fall of 2024, repairs would be constructed in 2027. Costs for the repairs based on an Engineer's Estimate are \$100,000. The City's share of the costs would be 5% or approximately \$5,000.

CITY OF WYOMING
APPLICATION FOR
MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE FUNDS
BURLINGAME AVENUE OVER BUCK CREEK (SN 5246)

I. INTRODUCTION

Burlingame Avenue over Buck Creek is part of a multiple bridge preventive maintenance project which is the third priority for the City of Wyoming in the 2027 fiscal year. A brief description of the bridge follows:

- Originally constructed in 1979, the Burlingame Avenue bridge is a single span bridge with a total length of 69 feet.
- The bridge has a clear width of 60 feet and an out-to-out width of 82.5 feet.
- The superstructure was replaced in 2013 and consists of side by side box beams with a concrete deck.
- The abutments are concrete curtainwall supported by cast-in-place concrete piles.
- There are sidewalks on each side of the bridge with 8 feet of available walking width.
- The bridge has a concrete open parapet railing with aluminum tube rails.

Burlingame Avenue is classified as an “Urban Minor Arterial” on the National Functional Classification Map. The average daily traffic on Burlingame Avenue is 12,500 vehicles per day.

II. GENERAL CONDITION

Overall the bridge is in good condition. A September 2022 inspection noted the following deficiencies:

- Hairline cracks in concrete deck surface including longitudinal cracks along beam lines and map cracks developing.
- E3 joint at north reference line with sealant pulling away from concrete.
- Hairline vertical cracks in concrete parapet railing.
- Hairline longitudinal and transverse cracks in sidewalk surface.
- Previously sealed cracks in south approach slab, seal is wearing off.

III. NARRATIVE SUPPORTING THE APPLICATION

A. Contact Person

The contact person for the City of Wyoming is:

Mr. Russ Henckel
Assistant Director of Public Works/Engineering
City of Wyoming
2660 Burlingame Ave
Wyoming, MI 49509
Phone: 616-530-7254

B. Preventive Maintenance Discussion

The preventive maintenance work would include the following:

- Epoxy overlay on bridge deck and approach slabs.
- Healer/sealer on sidewalks.

C. Economic Importance

The economic importance of the Burlingame Avenue bridge over Buck Creek includes the following:

- Burlingame Avenue is lined with residential neighborhoods and serves as an important commuter route to the Cities of Wyoming and Grand Rapids.
- Emergency vehicles, school buses, and delivery trucks use the bridge to access neighborhoods along Burlingame Avenue.
- Several schools are located within a mile of the bridge, and many students utilize the sidewalks on the bridge as they walk to school.

D. Existing Detour Impact

Because the bridge is not currently posted, there are no detour routes.

E. Impact of Closed Structure

If the Burlingame Avenue Bridge were closed, delivery vehicles, school buses, emergency vehicles and commercial trucks would have to take a 3 mile detour. The closure would add more vehicles to heavily traveled 44th Street, Byron Center Avenue, and 52nd Street.

F. Structure Maintenance

The superstructure was replaced in 2013. Cracks in the deck and approach slab were sealed in 2018, but the sealant is wearing off and new cracks have developed.

IV. COST BREAKDOWN

Following is the estimated cost for preventive maintenance on the Burlingame Avenue bridge.

ITEM	COST ITEM		COST
A.	Approach Construction	(A)	\$59,000
B.	Structure Construction	(B)	\$41,000
		Total (A&B)	\$100,000

Exhibit 4 - Cost Estimating Worksheet

2024

BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -

REV. 02/6/2024

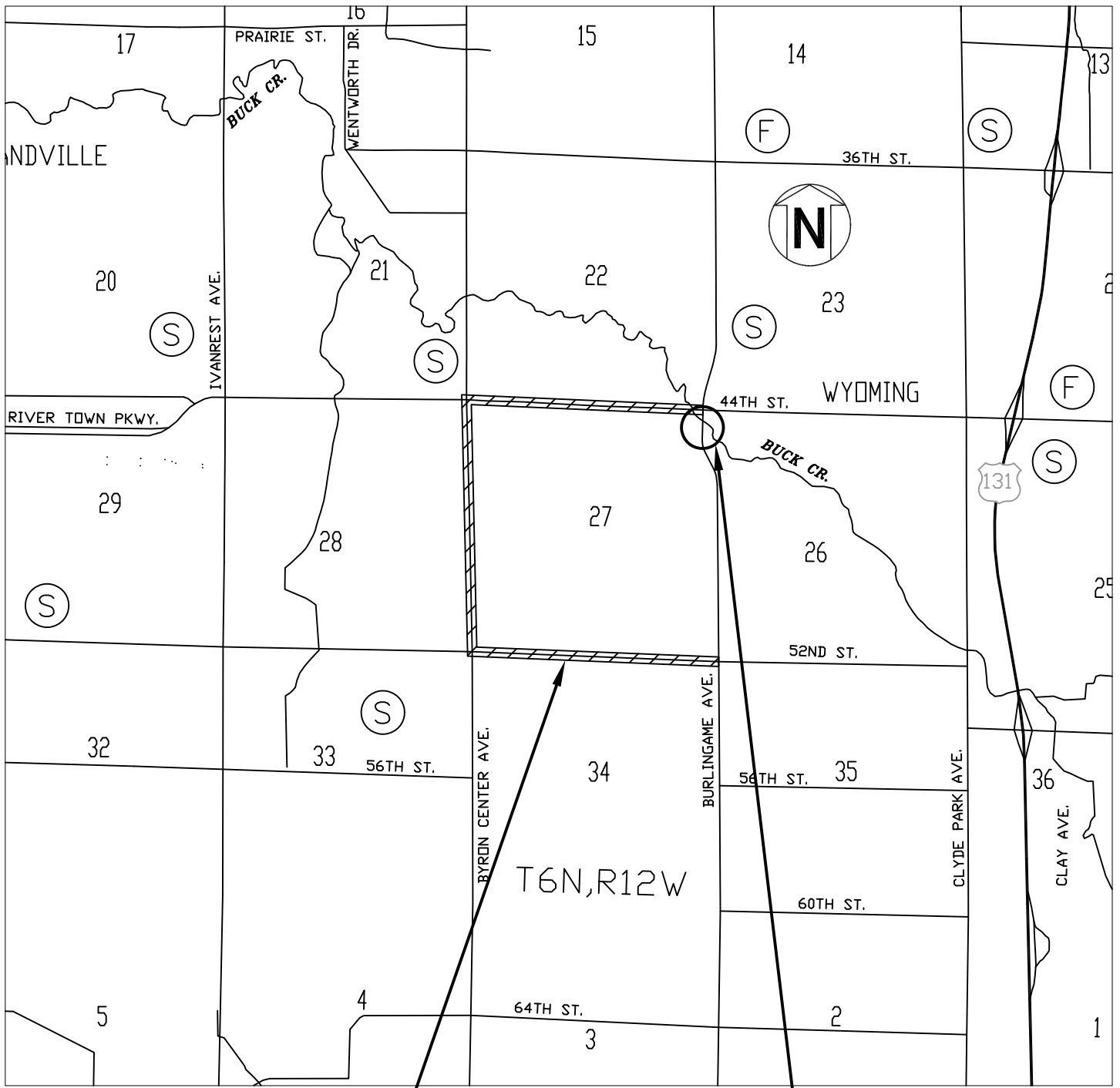
OWNER: WYOMING	FISCAL YEAR: 2027	Out to Out	Curb to Curb	DATE: 3/28/2024
REGION: Grand		WIDTH	WIDTH	ENGINEER: RWL
TSC: Grand Rapids	PR: 434810 MP: 7.981	68.9 82.5	60.0	STRUCTURE ID: 5246
				BRIDGE ID: N/A
LOCATION: BURLINGAME AVE over BUCK CREEK				STR. TYPE: Prestressed Concrete
PRIMARY WORK ACTIVITY: Overlay - Epoxy	DECK AREA: 5,684	SFT		Box Beam or Girders - Mu
OTHER WORK: Healer/sealer	CLEAR ROADWAY: 4,134	SFT		

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$95.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00/FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00/FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty) - 69'Lx64"W	491.0	SYD	\$48.00/SYD	\$23,568.00
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(sidewalks on bridge) - 69'Lx10'Wx2	154.0	SYD	\$30.00/SYD	\$4,620.00
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints	(reseal E3 joints)		FT	\$28.00/FT	
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00/EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00/EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00/SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00/CFT	
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00/CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Articulating Concrete Block System (ACB)			SYD	\$320.00/SYD	
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout			FT	\$125.00/FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00/SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Other					
BASE STRUCTURE CONSTRUCTION BUDGET					\$28,188
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	20	%	\$28,000.00	\$6,000
MOBILIZATION	(estimate at 10%)	10	%	\$34,000.00	\$3,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$37,000.00	\$4,000
STRUCTURE CONSTRUCTION BUDGET					\$41,000
ROAD WORK					
Epoxy Overlay - Approach Slab	(incl. warranty) - 30'Lx64"W	214.0	SYD	\$48.00/SYD	\$10,272.00
Approach Slab Patching	(incl. hand chipping)		SFT	\$75.00/SFT	
Guardrail Anchorage to Bridge	(each quadrant)		EA	\$2,540.00/EA	
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)		EA	\$3,900.00/EA	
Roadway Approach Work	(beyond approach pavement)		LSUM	LSUM	
Utilities			LSUM	LSUM	
TRAFFIC CONTROL Unit Cost to be determined by Region or TSC Traffic & Safety					
Part Width Construction			LSUM	LSUM	
Crossovers			EA	/EA	
Temporary Traffic Signals			set	/set	
RR Flagging			LSUM	LSUM	
Detour	min. \$30,000	1.0	LSUM	\$30,000.00/LSUM	\$30,000.00
BASE ROAD/TRAFFIC CONSTRUCTION BUDGET					\$40,272
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	20	%	\$40,000.00	\$8,000
MOBILIZATION	(estimate at 10%)	10	%	\$48,000.00	\$5,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$53,000.00	\$6,000
RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET					\$59,000

(Does not include PE or CE)

(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE, PE & PE-S)

TOTAL CONSTRUCTION BUDGET	\$100,000
% CE CON BUDGET	\$0
% PE PE BUDGET	\$0
% PE PE-S BUDGET	\$0



DETOUR
ROUTE

PROJECT
LOCATION

LOCATION MAP
BURLINGAME AVENUE OVER BUCK CREEK
SECTION 27,
CITY OF WYOMING, T6N, R12W

LEGEND: (F) FIRE STATION (S) SCHOOL

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5246

BRIDGE SAFETY INSPECTION REPORT

Facility BURLINGAME AVE	Latitude / Longitude 42.8837 / -85.7053	MDOT Structure ID 414745500010B01	Structure Condition Good Condition(7)
Feature BUCK CREEK	Length / Width / Spans 68.9 / 82.5 / 1	Owner City: WYOMING(7455)	
Location 200 FT S OF 44TH ST	Built / Recon. / Paint / Ovly. 1979 / 2013 / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/29/2022 / Y8K3	Scour Evaluation 5 Stable w/in footing



NBI INSPECTION

Y8K3

Inspector Name Robert Lothschutz	Agency / Company Name Scott Civil Engineering Company	Insp. Freq. 24	Insp. Date 09/29/2022
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GENERAL NOTES

Good.

DECK

	09/18	09/20	09/22	
1. Surface (SIA-58A)	8	7	7	Several hairline cracks propagating from south and north reference lines with map cracks developing in SE deck corner. Hairline longitudinal cracks along beam lines. Many cracks have been sealed, but new cracks have developed. (09/22) Several hairline cracks propagating from south and north reference lines with map cracks developing in SE deck corner. Multiple cracks extend full length. Many cracks have been sealed, but new cracks have developed. (09/20) Several hairline cracks propagating from south and north reference lines with map cracks developing in SE deck corner. Multiple cracks extend full length. All cracks have been sealed. (09/18)
2. Expansion Joints	7	7	7	Strip seal joint at south and north sleeper slabs filled with dirt. Cracks in sleeper slabs perpendicular to joint, several have been sealed. (09/22) Strip seal joint at south and north sleeper slabs filled with dirt. Cracks in sleeper slabs perpendicular to joint, several have been sealed. (09/20) Strip seal joint at south and north sleeper slabs filled with dirt. Cracks in sleeper slabs perpendicular to joint, several have been sealed. (09/18)
3. Other Joints	8	7	7	Sealed sawcut joint at south reference line. E3 joint at north reference line, seal is starting to pull away from concrete. (09/22) Sealed sawcut joint at south reference line. E3 joint at north reference line, seal is starting to pull away from concrete.. (09/20) Sealed sawcut joint at south reference line, E3 joint at north reference line. (09/18)
4. Railings	8	7	7	Concrete parapet with 2 tube metal rail. Hairline vertical cracks in parapet. Concrete surface coating has scuff marks. (09/22) Concrete parapet with 2 tube metal rail. Hairline vertical cracks in parapet. Concrete surface coating has scuff marks. (09/20) Concrete parapet with 2 tube metal rail. Hairline vertical cracks in parapet, mainly east side. Concrete surface coating has scuff marks. (09/18)
5. Sidewalks or Curbs	7	7	7	Hairline longitudinal and transverse cracks in sidewalk surface. Hairline vertical cracks in sidewalk fascia. (09/22) Hairline longitudinal and transverse cracks in sidewalk surface. Hairline vertical cracks in sidewalk fascia. (09/20) Hairline longitudinal and transverse cracks in sidewalk surface. A few hairline cracks in sidewalk fascia. (09/18)
6. Deck Bottom Surface (SIA-58B)	N	N	N	Side by side box beams. (09/22) Side by side box beams. (09/20) Side by side box beams. (09/18)
7. Deck (SIA-58)	8	7	7	Several hairline cracks propagating from south and north reference lines. Hairline longitudinal cracks along beam lines. Spot leakage at beam joints. Hairline cracks in grout. (09/22) Several hairline cracks propagating from south and north reference lines, some extending full length of bridge. No leakage noted. (09/20) Several sealed hairline cracks propagating from south and north reference lines, some extending full length of bridge. No leakage noted. (09/18)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5246

BRIDGE SAFETY INSPECTION REPORT

Facility BURLINGAME AVE	Latitude / Longitude 42.8837 / -85.7053	MDOT Structure ID 414745500010B01	Structure Condition Good Condition(7)
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Location 200 FT S OF 44TH ST	Built / Recon. / Paint / Ovly. 1979 / 2013 / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/29/2022 / Y8K3	Scour Evaluation 5 Stable w/in footing



8. Drainage Good, off north end. (09/22)
Good, off north end. (09/20)
Fair. Vegetation growing at corners of deck. (09/18)

SUPERSTRUCTURE

	09/18	09/20	09/22	
9. Stringer (SIA-59)	8	8	8	No cracks noted in box beams. Coating intact on fascias. (09/22) No cracks noted in box beams. Coating intact on fascias. (09/20) No cracks noted in box beams. Coating intact on fascias. (09/18)
10. Paint (SIA-59A)	N	N	N	(09/22) (09/20) (09/18)
11. Section Loss	N	N	N	(09/22) (09/20) (09/18)
12. Bearings	8	8	8	Nothing noted. (09/22) Nothing noted. (09/20) Nothing noted. (09/18)


SUBSTRUCTURE

	09/18	09/20	09/22	
13. Abutments (SIA-60)	8	7	7	Both abutments are painted, covered in heavy graffiti. Abutments are pile supported. Abutment footing exposed on north side, a couple areas exposed on south side. Vertical crack in south abutment under beam 5E, 10E, 5W, 3W, and at sewer outlet. Hairline vertical crack in north abutment under beam 5E, 10E, 9W, and at sewer outlet. Concrete patch at top of north abutment under beam 3W. Large patch area outside west fascia, a couple delaminated areas around edge. NW & SW slopewall have minor spalling at deck interface. (09/22) Both abutments are painted, covered in heavy graffiti. Abutments are pile supported. Abutment footing exposed on north side, a couple areas exposed on south side. Vertical crack in south abutment under beam 5E, 10E, 5W, 3W, and at sewer outlet. Hairline vertical crack in north abutment at sewer outlet. Concrete patch at top of north abutment under beam 3W. NW & SW slopewall have minor spalling at deck interface. (09/20) Both abutments are painted, covered in heavy graffiti. Abutments are pile supported. Abutment footing exposed on north side, a couple areas exposed on south side. Vertical crack in south abutment under beam 5E & 10E, also at sewer outlet. Hairline vertical crack in north abutment at sewer outlet. Concrete patch at top of north abutment under beam 3W. NW & SW slopewall spalled at deck interface. (09/18)
14. Piers (SIA-60)	N	N	N	(09/22) (09/20) (09/18)
15. Slope Protection	N	N	N	(09/22) (09/20) (09/18)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5246

BRIDGE SAFETY INSPECTION REPORT

Facility BURLINGAME AVE	Latitude / Longitude 42.8837 / -85.7053	MDOT Structure ID 414745500010B01	Structure Condition Good Condition(7)	
Feature BUCK CREEK	Length / Width / Spans 68.9 / 82.5 / 1	Owner City: WYOMING(7455)		
Location 200 FT S OF 44TH ST	Built / Recon. / Paint / Ovly. 1979 / 2013 / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/29/2022 / Y8K3	Scour Evaluation 5 Stable w/in footing	

16. Channel (SIA-61)	7	7	7	<p>Cobble bottom under bridge, sand bottom upstream and downstream. Riprap weir/rapids in stream at upstream and downstream face. 1.5' to 2' drop in water surface from upstream to downstream. Heavy riprap in front of both abutments, south side has more than north side. (09/22)</p> <p>Cobble bottom under bridge, sand bottom upstream and downstream. Gravel weir/rapids in stream at upstream face. Heavy riprap in front of both abutments, south side has more than north side. (09/20)</p> <p>Cobble bottom under bridge, sand bottom upstream and downstream. Gravel weir/rapids in stream at upstream face. Heavy riprap in front of both abutments, south side has more than north side. (09/18)</p>
17. Scour Inspection	7	7	7	<p>Top of north footing exposed entire length under bridge. Up to 9" of north footing exposed near west end. A couple areas of south footing exposed. Abutments are pile-supported. Riprap protects footings from scour. (09/22)</p> <p>Top of north footing exposed entire length under bridge. Up to 9" of north footing exposed near west end. A couple areas of south footing exposed. Abutments are pile-supported. Riprap protects footings from scour. (09/20)</p> <p>Top of north footing exposed, a couple areas of south footing exposed. Abutments are pile-supported. Riprap protects footings from scour. (09/18)</p>

APPROACH

	09/18	09/20	09/22	
18. Approach Pavement	8	7	7	<p>Previously sealed cracks in south approach slab perpendicular to reference line. Patched spall at east end of south sleeper slab. (09/22)</p> <p>Previously sealed cracks in south approach slab perpendicular to reference line. Spall in east end of south sleeper slab filled with hot-poured rubber. (09/20)</p> <p>Several sealed cracks in south approach slab perpendicular to reference line. Spall in east end of south sleeper slab filled with hot-poured rubber. (09/18)</p>
19. Approach Shoulders Sidewalks	7	7	6	<p>Curb & gutter is mostly clear of debris. Vegetation growing at reference lines and in sidewalk joints. Up to 1" settlement in NW sidewalk. (09/22)</p> <p>Curb & gutter is clear of debris. Vegetation growing in sidewalk joints. (09/20)</p> <p>Newer approach sidewalk in all 4 quads. Vegetation growing in joints. (09/18)</p>
20. Approach Slopes				<p>Vegetated and stable. Riprap in all quads. (09/22)</p> <p>Vegetated and stable. Riprap in all quads. (09/20)</p> <p>Riprap in all quads, fabric exposed in SW quad and NE quad. (09/18)</p>
21. Utilities				<p>None noted. (09/22)</p> <p>None noted. (09/20)</p> <p>None noted. (09/18)</p>
22. Drainage Culverts				<p>Large sewer outlet through south abutment, smaller outlet through north abutment. (09/22)</p> <p>Large sewer outlet through south abutment, smaller outlet through north abutment. (09/20)</p> <p>Large sewer outlet through south abutment, smaller outlet through north abutment. (09/18)</p>

MISCELLANEOUS

Guard Rail		Other Items	
Item	Rating	Item	Rating
36A. Bridge Railings	1	71. Water Adequacy	8
36B. Transitions	1	72. Approach Alignment	7
36C. Approach Guardrail	1	Temporary Support	0 No Temporary Supports
36D. Approach Guardrail Ends	1	High Load Hit (M)	No
		Special Insp. Equipment	2
		Underwater Insp. Method	1
False Decking (Timber) Removed to Complete Inspection		N/A - No False Decking	

Critical Feature Inspections (SIA-92)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5246

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Freq Date

- 92A. Fracture Critical
- 92B. Underwater
- 92C. Other Special
- 92D. Fatigue Sensitive

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5246

STRUCTURE INVENTORY AND APPRAISAL

Facility BURLINGAME AVE	Latitude / Longitude 42.8837 / -85.7053	MDOT Structure ID 414745500010B01	Structure Condition Good Condition(7)
Feature BUCK CREEK	Length / Width / Spans 68.9 / 82.5 / 1	Owner City: WYOMING(7455)	
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Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/29/2022 / Y8K3	Scour Evaluation 5 Stable w/in footing



Bridge History, Type, Materials

27 - Year Built	1979
106 - Year Reconstructed	2013
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	5 05
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	6
80 - Post Type	2
107 - Deck Type	1
108A - Wearing Surface	1
108B - Membrane	0
108C - Deck Protection	1

Structure Dimensions

34 - Skew	20
35 - Struct Flared	N
45 - Num Main Spans	1
46 - Num Apprs Spans	0
48 - Max Span Length	67.6
49 - Structure Length	68.9
50A - Width Left Curb/SW	8.2
50B - Width Right Curb/SW	8.2
33 - Median	0
51 - Width Curb to Curb	60
52 - Width Out to Out	82.5
112 - NBIS Length	Y

Inspection Data

90 - Inspection Date	09/29/2022
91 - Inspection Freq	24
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	1
58 - Deck Rating	7
58A/B - Deck Surface/Bottom	7 N
59 - Superstructure Rating	8
59A - Paint Rating	N
60 - Substructure Rating	7
61 - Channel Rating	7
62 - Culvert Rating	N

Navigation Data

38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)

5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	02001
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	0
13 - LRS Route-Subroute	0000004348 10
19 - Detour Length	3
20 - Toll Facility	3
26 - Functional Class	16
28A - Lanes On	4
29 - ADT	12559
30 - Year of ADT	2009
32 - Appr Roadway Width	65
32A/B - Ap Pvt Type/Width	4 60.01
42A - Service Type On	5
47L - Left Horizontal Clear	0.0
47R - Right Horizontal Clear	76.4
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	1
110 - Truck Network	0
114 - Future ADT	16915
115 - Year Future ADT	2029
Freeway	0

Structure Appraisal

36A - Bridge Railing	1
36B - Rail Transition	1
36C - Approach Rail	1
36D - Rail Termination	1
67 - Structure Evaluation	7
68 - Deck Geometry	5
69 - Underclearance	N
71 - Waterway Adequacy	8
72 - Approach Alignment	7
103 - Temporary Structure	
113 - Scour Criticality	5

Miscellaneous

37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	0
143 - Pin & Hanger Code	
148 - No. of Pin & Hangers	

Route Under Structure (UNDER Record)

5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	

Proposed Improvements

75 - Type of Work	
76 - Length of Improvement	
94 - Bridge Cost	
95 - Roadway Cost	
96 - Total Cost	
97 - Year of Cost Estimate	

Load Rating and Posting

31 - Design Load	6
41 - Open, Posted, Closed	A
63 - Fed Oper Rtg Method	8
64F - Fed Oper Rtg Load	3.23
64MA - Mich Oper Rtg Method	8
64MB - Mich Oper Rtg	2.81
64MC - Mich Oper Truck	17
65 - Inv Rtg Method	8
66 - Inventory Load	2.49
70 - Posting	5
141 - Posted Loading	
193 - Overload Class	B

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5246

WORK RECOMMENDATIONS

Facility BURLINGAME AVE	Latitude / Longitude 42.8837 / -85.7053	MDOT Structure ID 414745500010B01	Structure Condition Good Condition(7)
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WORK RECOMMENDATIONS

Y8K3

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/29/2022

RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Sidewalk Rpr	M	Grind down or wedge sidewalk at NW corner.
Joint Repair	M	Clean out expansion joints.
Floodcoat	M	Place epoxy overlay on deck and approach slabs, healer/sealer on sidewalks.
Other	M	Kill vegetation in approach sidewalk joints.



BRIDGE SECTION LOOKING NORTH



PREVIOUSLY SEALED CRACKS IN SOUTH APPROACH SLAB PERPENDICULAR TO JOINTS



PREVIOUSLY SEALED CRACKS IN CONCRETE DECK SURFACE PERPENDICULAR TO SOUTH REFERENCE LINE



HAIRLINE CRACKS IN CONCRETE DECK SURFACE ALONG BEAM LINES



BRIDGE RAIL AND SIDEWALK ELEVATION



HAIRLINE LONGITUDINAL AND TRANSVERSE CRACKS IN SIDEWALK SURFACE



PREVIOUSLY SEALED CRACKS IN CONCRETE DECK SURFACE PERPENDICULAR TO NORTH REFERENCE LINE



WEST BRIDGE ELEVATION



SPOT LEAKAGE AT BEAM JOINT

PRIORITY LIST – CITY OF WYOMING

The following is the priority list for bridges in the City of Wyoming seeking local bridge funds:

1. SN 5252 – 44th Street over Buck Creek, Rehabilitation
2. SN 5247 – Godfrey Avenue over Plaster Creek, Preventive Maintenance
3. SN 5246 – Burlingame Avenue over Buck Creek,
SN 5249 – Clyde Park Avenue over Buck Creek,
Multiple Structure Preventive Maintenance

RESOLUTION NO. _____

RESOLUTION TO SUPPORT THE PREVENTATIVE MAINTENANCE PROJECT
ON THE CLYDE PARK AVENUE BRIDGE OVER PLASTER CREEK

WHEREAS:

1. In 2022, a biannual bridge inspection recommended various repairs to the Clyde Park Avenue Bridge over Plaster Creek.
2. Recommended repairs include an epoxy overlay on bridge deck and approach slabs, healer/sealer on the sidewalks, resealing of the joints, silane treatment on the railings, and sidewalk repairs.
3. The City of Wyoming is seeking State of Michigan – Local Bridge Program funding to perform said repairs.
4. It is in Wyoming's best interest to apply for Local Bridge Program funding to assist with the Clyde Park Avenue Bridge repairs.
5. The anticipated cost based upon the engineer's estimate, is approximately \$121,000, which Wyoming would contribute 5% (approximately \$6,000) of the cost if selected.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby support the project to perform preventative maintenance on the Clyde Park Bridge over Plaster Creek with the use of Local Bridge Program funds.

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 April 15, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Local Bridge Program Application SN5249

Resolution No. _____

STAFF REPORT

Date: April 4, 2024
Subject: Resolution of Support for Local Bridge Project
From: Russ Henckel, Assistant Director of Public Works - Engineering
CC: Myron Erickson
Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended City Council support the preventative maintenance project on the Clyde Park Avenue bridge over Plaster Creek with the use of Local Bridge Program funds. The City of Wyoming's share of the estimated \$121,000 project would be approximately \$6,000, if selected.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains its infrastructure to promote safe and efficient vehicular travel for the residents of Wyoming. Maintaining the critical infrastructure of our community adds to the economic strength of our city.

DISCUSSION:

The biannual bridge inspection in 2022 identified various repairs needed on the Clyde Park Avenue Bridge over Plaster Creek located north of Burton Street. Repairs include epoxy overlay on the bridge deck and approach slabs, healer/sealer on sidewalks, resealing of joints, silane treatment on railings and fascia, and sidewalk repairs. The city is applying for Local Bridge Program funding to assist with the costs of the repair and the associated resolution of support is part of the application requirements.

If selected as a viable bridge candidate in the fall of 2024, repairs would be constructed in 2027. Costs for the repairs based on an Engineer's Estimate are \$121,000. The City's share of the costs would be 5% or approximately \$6,000.

CITY OF WYOMING
APPLICATION FOR
MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE FUNDS
CLYDE PARK AVENUE OVER PLASTER CREEK (SN 5249)

I. INTRODUCTION

Clyde Park Avenue over Plaster Creek is part of a multiple bridge preventive maintenance project which is the third priority for the City of Wyoming in the 2027 fiscal year. A brief description of the bridge follows:

- The Clyde Park Avenue bridge was constructed in 1994 and has a single span with a total length of 74 feet.
- The bridge has a clear width of 44 feet and an out-to-out width of 66 feet.
- The superstructure consists of side by side box beams with a concrete deck.
- The abutments are concrete curtainwall supported by steel H-piles.
- There is a sidewalk on each side of the bridge with 8 feet minimum width.
- The bridge has a concrete open parapet railing with aluminum tube rails.

Clyde Park Avenue is classified as an “Urban Minor Arterial” on the National Functional Classification Map. The average daily traffic on Clyde Park Avenue is 18,000 vehicles per day.

II. GENERAL CONDITION

Overall the bridge is in good condition. A September 2022 inspection noted the following deficiencies:

- Hairline cracks in concrete deck surface perpendicular to reference lines.
- E3 joint at each end of deck missing most of sealant.
- Hairline vertical cracks and fine shrinkage cracks in concrete parapet railing.
- Hairline longitudinal and transverse cracks in sidewalk surface. Face of west sidewalk is spalled.
- Fine cracks throughout east fascia beam.
- Cracks and minor spalling in concrete approach slabs.
- Approach sidewalks settled at bridge.

III. NARRATIVE SUPPORTING THE APPLICATION

A. Contact Person

The contact person for the City of Wyoming is:

Mr. Russ Henckel
Assistant Director of Public Works/Engineering
City of Wyoming
2660 Burlingame Ave
Wyoming, MI 49509
Phone: 616-530-7254

B. Preventive Maintenance Discussion

The preventive maintenance work would include the following:

- Epoxy overlay on bridge deck and approach slabs.
- Patching and healer/sealer on sidewalks.
- Reseal E3 joints.
- Silane treatment on railings and fascia.
- Approach sidewalk repair.

C. Economic Importance

The economic importance of the Clyde Park Avenue bridge over Plaster Creek includes the following:

- Several industrial facilities including Grand Rapids Iron and Metal, Golden Eagle Pallets, Executive Motorsports, and MPD Welding are located along the west side of Clyde Park Avenue near the bridge.
- Residential neighborhoods are located along the east side of Clyde Park Avenue north of the bridge, and the bridge is heavily used by commuters.
- Emergency vehicles, school buses, and delivery trucks use the bridge to access neighborhoods and businesses along Clyde Park Avenue.
- Several schools are located within a mile of the bridge, and many students utilize the sidewalks on the bridge as they walk to school.
- Clyde Park Avenue serves as an alternate route to US-131 when there are traffic incidents on the freeway, and it connects to I-196 Business Route (Chicago Drive) a half mile north of the bridge.

D. Existing Detour Impact

Because the bridge is not currently posted, there are no detour routes.

E. Impact of Closed Structure

If the Clyde Park Avenue Bridge were closed, delivery vehicles, school buses, emergency vehicles and commercial trucks would have to take a 2 mile detour. The closure would add more vehicles to heavily traveled Burton Street, Godfrey Avenue, and Chicago Drive.

F. Structure Maintenance

The east sidewalk was widened and the rail height was raised in 2004.

IV. COST BREAKDOWN

Following is the estimated cost for preventive maintenance on the Clyde Park Avenue bridge.

ITEM	COST ITEM		COST
A.	Approach Construction	(A)	\$68,000
B.	Structure Construction	(B)	\$53,000
		Total (A&B)	\$121,000

Exhibit 4 - Cost Estimating Worksheet

2024

BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -

REV. 02/6/2024

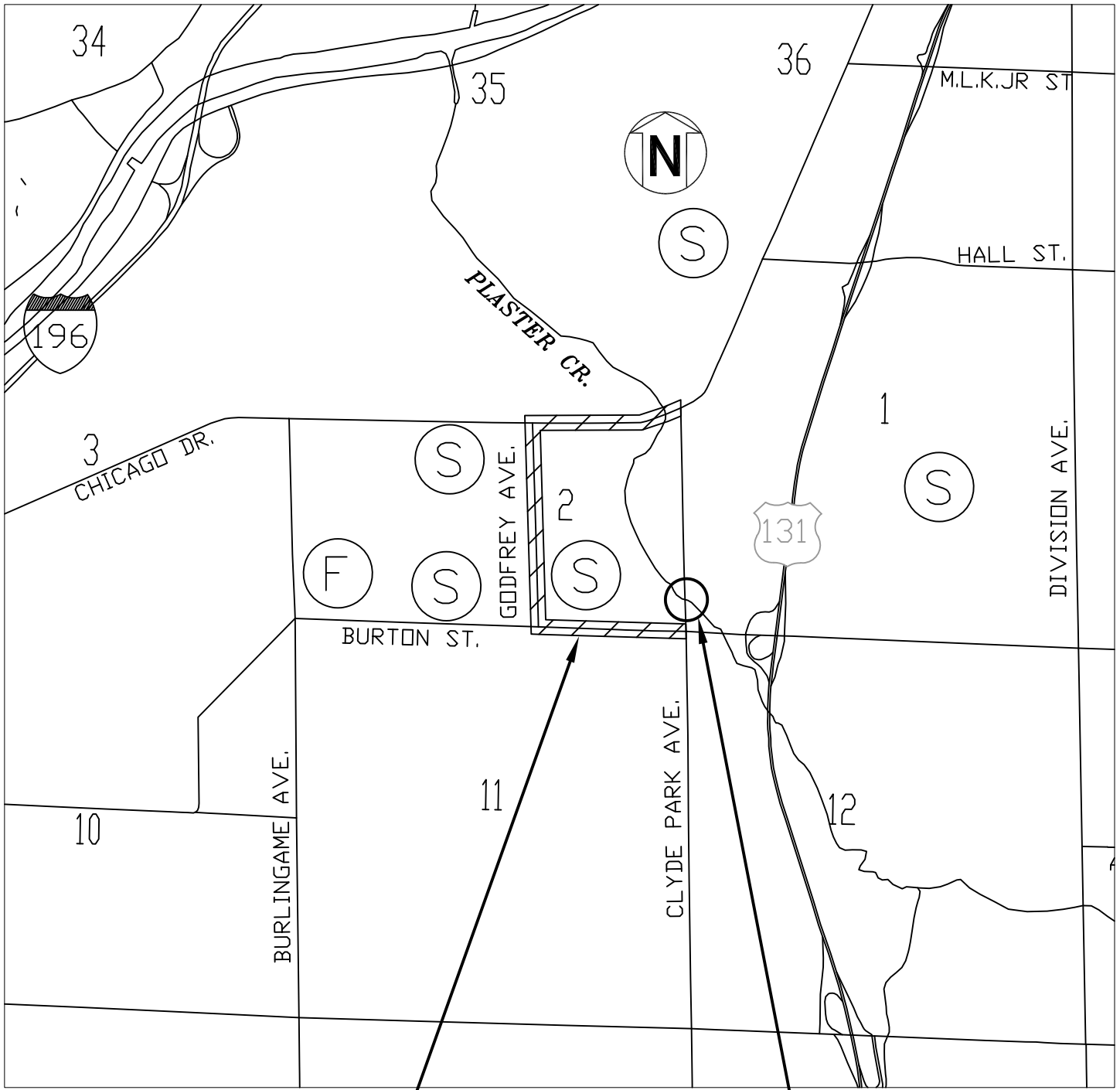
OWNER: WYOMING	FISCAL YEAR: 2027	Out to Out	Curb to Curb	DATE: 3/28/2024
REGION: Grand		WIDTH	WIDTH	ENGINEER: RWL
TSC: Grand Rapids	PR: 434901 MP: 11.107	73.8 65.9	44.0	STRUCTURE ID: 5249
	LOCATION: CLYDE PARK AVENUE over PLASTER CREEK			BRIDGE ID: N/A
PRIMARY WORK ACTIVITY: Overlay - Epoxy		DECK AREA: 4,863	SFT	STR. TYPE: Prestressed Concrete
OTHER WORK: Healer/sealer, silane, joint sealing		CLEAR ROADWAY: 3,247	SFT	Box Beam or Girders - Mu

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$95.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00/FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)	50.0	FT	\$29.00/FT	\$1,450.00
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty) - 74'Lx44'W	362.0	SYD	\$48.00/SYD	\$17,376.00
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(sidewalks on bridge) - 74'Lx24'W	198.0	SYD	\$30.00/SYD	\$5,940.00
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints	(reseal E3 joints) - 45'x2	90.0	FT	\$28.00/FT	\$2,520.00
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00/EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00/EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00/SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00/CFT	
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00/CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Articulating Concrete Block System (ACB)			SYD	\$320.00/SYD	
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout			FT	\$125.00/FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00/SYD	
Silane Treatment - railing, deck & beam fascia	(penetrating sealer for concrete surfaces) - 74'x7.5' + 74'x10'	1,295.0	SFT	\$7.00/SFT	\$9,065.00
Slope Protection Repairs			SYD	\$150.00/SYD	
Other					
BASE STRUCTURE CONSTRUCTION BUDGET					\$36,351
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	20	%	\$36,000.00	\$7,000
MOBILIZATION	(estimate at 10%)	10	%	\$43,000.00	\$4,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$47,000.00	\$6,000
STRUCTURE CONSTRUCTION BUDGET					\$53,000
ROAD WORK					
Epoxy Overlay - Approach Slab	(incl. warranty) - 55'Lx44'W	269.0	SYD	\$48.00/SYD	\$12,912.00
Sidewalk Repair		200.0	SFT	\$15.00/SFT	\$3,000.00
Guardrail Anchorage to Bridge	(each quadrant)		EA	\$2,540.00/EA	
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)		EA	\$3,900.00/EA	
Roadway Approach Work	(beyond approach pavement)		LSUM	LSUM	
Utilities			LSUM	LSUM	
TRAFFIC CONTROL <i>Unit Cost to be determined by Region or TSC Traffic & Safety</i>					
Part Width Construction			LSUM	\$10,000.00/LSUM	
Crossovers			EA	/EA	
Temporary Traffic Signals			set	\$30,000.00/set	
RR Flagging			LSUM	LSUM	
Detour	min. \$30,000	1.0	LSUM	\$30,000.00/LSUM	\$30,000.00
BASE ROAD/TRAFFIC CONSTRUCTION BUDGET					\$45,912
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	20	%	\$46,000.00	\$9,000
MOBILIZATION	(estimate at 10%)	10	%	\$55,000.00	\$6,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$61,000.00	\$7,000
RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET					\$68,000

(Does not include PE or CE)

(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE, PE & PE-S)

TOTAL CONSTRUCTION BUDGET	\$121,000
% CE CON BUDGET	\$0
% PE PE BUDGET	\$0
% PE PE-S BUDGET	\$0



LOCATION MAP
CLYDE PARK AVENUE OVER PLASTER CREEK
SECTION 1/2,
CITY OF WYOMING, T6N, R12W

LEGEND: (F) FIRE STATION (S) SCHOOL

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5249

BRIDGE SAFETY INSPECTION REPORT

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.9291 / -85.6863	MDOT Structure ID 414745500025B01	Structure Condition Good Condition(7)
Feature PLASTER CREEK	Length / Width / Spans 73.8 / 65.9 / 1	Owner City: WYOMING(7455)	
Location IN WYOMING AND GRAND RAPI	Built / Recon. / Paint / Ovly. 1994 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)
Region / County Grand(3) / Kent(41)	Material / Design 5 Prestressed Concrete / 05 Box Bm/Gird- Multiple	Last NBI Inspection 09/29/2022 / 4T5J	Scour Evaluation 5 Stable w/in footing



NBI INSPECTION

4T5J

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/29/2022

GENERAL NOTES

Good. Evidence of someone living under bridge. A fire was made in front of south abutment at centerline and west of centerline.

DECK

09/18 09/20 09/22

	09/18	09/20	09/22	
1. Surface (SIA-58A)	7	7	7	Hairline cracks perpendicular to south reference line - 2 in center lane, multiple in NB lane. Hairline cracks perpendicular to north reference line - 3 in center lane, 3 in NB lane. Hairline longitudinal crack along edge of SB lane entire length. (09/22) Hairline cracks perpendicular to south reference line - 2 in center lane, multiple in NB lane. Hairline cracks perpendicular to north reference line - 3 in center lane, 1 at edge of NB lane. Hairline longitudinal crack along edge of SB lane entire length. (09/20) 1 longitudinal crack in each lane at north end. (09/18)
2. Expansion Joints	N	N	N	(09/22) (09/20) (09/18)
3. Other Joints	6	5	5	E3 joints missing most of sealant. Joints are full of dirt and some vegetation where sealant is missing. (09/22) E3 joints missing hot poured rubber at each end. Joints are full of dirt and some vegetation where sealant is missing. (09/20) E3 joints missing hot poured rubber at each end. (09/18)
4. Railings	7	7	7	East railing has been modified for a height adjustment. Very fine shrinkage cracks in concrete parapet, also hairline vertical cracks. A few cracks starting to open up at each end of east parapet. 2 missing parapet opening tubes in the SW quad. (09/22) East railing has been modified for a height adjustment. Noted very fine shrinkage cracks in concrete parapet, also noted vertical hairline cracks. A couple cracks starting to open up at each end of east parapet. 2 missing parapet opening tubes in the SW quad. (09/20) East railing has been modified for a height adjustment. Noted very fine shrinkage cracks in concrete parapet, also noted vertical hairline cracks. 2 missing parapet opening tubes in the SW quad. (09/18)
5. Sidewalks or Curbs	7	6	5	East sidewalk widened for bike path. Transverse and longitudinal cracks in sidewalk surface. Spalling in east sidewalk surface along longitudinal joint. Spalling with exposed rebar in traffic face of west sidewalk at north end over a distance of 20', 1 small spall at south end. Hairline vertical cracks in east sidewalk fascia. (09/22) East sidewalk widened for bike path. Transverse and longitudinal cracks in sidewalk surface. Spall (<1 sft) in east sidewalk surface near north end. 3 spalls in traffic face of west sidewalk at north end over a distance of 12', cracking at each end of spalled area. Hairline vertical cracks in east sidewalk fascia. (09/20) East sidewalk widened for bike path. Transverse and longitudinal cracks in sidewalk surface. Spall <1 sft in east sidewalk surface near north end. 2 spalls in traffic face of west sidewalk at north end. Hairline vertical cracks in east sidewalk fascia. (09/18)
6. Deck Bottom Surface (SIA-58B)	N	N	N	Side by side box beams. (09/22) Side by side box beams. (09/20) Side by side box beams. (09/18)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5249

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7. Deck (SIA-58) 8 7 7 Hairline longitudinal cracks noted in concrete deck surface, mainly at ends. Hairline cracks in NE deck fascia. Minor leakage at north end of joint 1W. (09/22)
 Hairline longitudinal cracks noted in concrete deck surface, mainly at ends. Hairline cracks in NE deck fascia. Minor leakage at north end of joint 1W. (09/20)
 Surface has hairline crack in each lane at north end. Hairline cracks in NE deck fascia. No leakage noted between beams. (09/18)

8. Drainage Good, off north end. (09/22)
 Good, off north end. (09/20)
 Good, off north end. (09/18)

SUPERSTRUCTURE

09/18 09/20 09/22

9. Stringer (SIA-59) 8 7 7 East fascia - fine cracks throughout, hairline shear crack at north end, hairline horizontal crack with efflorescence below PT pocket north of midspan. Light charring on beam bottoms in front of south abutment where fire was lit. (09/22)
 East fascia - fine cracks throughout, hairline shear crack at north end, hairline horizontal crack with efflorescence below PT pocket north of midspan. Nothing noted along bottoms or west fascia. (09/20)
 Hairline shear crack in NE fascia, fine cracks along the length of east fascia. Nothing noted along bottoms or west fascia. (09/18)

10. Paint (SIA-59A) N N N (09/22)
 (09/20)
 (09/18)

11. Section Loss N N N (09/22)
 (09/20)
 (09/18)

12. Bearings 8 8 8 Nothing noted. (09/22)
 Nothing noted. (09/20)
 Nothing noted. (09/18)

SUBSTRUCTURE

09/18 09/20 09/22

13. Abutments (SIA-60) 8 7 7 Hairline vertical crack in south abutment under beam 5W. 1 sft spall on south abutment under watermain outside west fascia. Nothing noted with north abutment. (09/22)
 Hairline vertical crack in south abutment under beam 5W. 1 sft spall on south abutment under watermain outside west fascia. Nothing noted with north abutment. (09/20)
 Nothing noted. (09/18)

14. Piers (SIA-60) N N N (09/22)
 (09/20)
 (09/18)

15. Slope Protection N N N (09/22)
 (09/20)
 (09/18)

16. Channel (SIA-61) 7 7 7 Paved channel bottom under bridge. Stone weir at downstream face has caused a scour hole to form downstream. Riprap and original abutments in place for scour protection. (09/22)
 Paved channel bottom under bridge. Stone weir at downstream face has caused a scour hole to form downstream. Riprap and original abutments in place for scour protection. (09/20)
 Paved channel bottom under bridge. Stone weir at downstream face has caused a scour hole to form downstream. Riprap and original abutments in place for scour protection. (09/18)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5249

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17. Scour Inspection	7	7	7	No scour noted under bridge. Water ~6" deep over concrete bottom under bridge, 2-3 ft deep upstream, 4'+ deep in scour hole downstream. (09/22) No scour noted under bridge. Water ~6" deep over concrete bottom under bridge, 2-3 ft deep upstream, 4'+ deep in scour hole downstream. (09/20) No scour noted under bridge. (09/18)
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APPROACH

	09/18	09/20	09/22	
18. Approach Pavement	6	6	6	South approach slab has a transverse and longitudinal crack which are starting to spall and ravel, partially patched in SB lane. Surface scaling along east edge of south approach slab. North approach slab has a transverse crack in the northbound lane. Hairline cracks along reference lines. (09/22) South approach slab has a transverse and longitudinal crack which are starting to spall and ravel. North approach slab has a transverse crack in the northbound lane. Hairline cracks along reference lines. (09/20) Both approach slabs have a transverse and longitudinal crack which are starting to spall and ravel. Hairline cracks along reference lines. (09/18)
19. Approach Shoulders Sidewalks	6	5	5	Settlement of approach sidewalk at reference lines - 1.25" SW, 1" NW, 1" NE, 0.5" SE. Vegetation growing in joints. (09/22) Settlement of approach sidewalk at reference lines - 1.25" SW, 1" NW, 1" NE, 0.5" SE. Vegetation growing in joints. Vegetation overgrowing sidewalk in SW quad. (09/20) Slight settlement of approach sidewalk. Vegetation growing in joints. Vegetation overgrowing sidewalk in SW & SE quad. (09/18)
20. Approach Slopes				Stable slopes. NE approach rail end has been hit. Significant damage to SE guardrail end. Minor damage to SW guardrail. (09/22) Stable slopes. NE approach rail end has been hit. Significant damage to SE guardrail end. Minor damage to SW guardrail. (09/20) Stable slopes. NE approach rail end has been hit. Significant damage to SE guardrail end. Minor damage to SW guardrail. (09/18)
21. Utilities				Watermain along west fascia has areas of rust. (09/22) Watermain along west fascia has areas of rust. (09/20) Watermain along west fascia has areas of rust. (09/18)
22. Drainage Culverts				Outside of abutments. (09/22) Outside of abutments. (09/20) Outside of abutments. (09/18)

MISCELLANEOUS

Guard Rail		Other Items	
Item	Rating	Item	Rating
36A. Bridge Railings	1	71. Water Adequacy	8
36B. Transitions	1	72. Approach Alignment	8
36C. Approach Guardrail	1	Temporary Support	0 No Temporary Supports
36D. Approach Guardrail Ends	0	High Load Hit (M)	No
		Special Insp. Equipment	2
		Underwater Insp. Method	0
False Decking (Timber) Removed to Complete Inspection		N/A - No False Decking	


Critical Feature Inspections (SIA-92)

	Freq	Date
92A. Fracture Critical		
92B. Underwater		
92C. Other Special		

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5249

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92D. Fatigue Sensitive

MICHIGAN DEPARTMENT OF TRANSPORTATION

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STRUCTURE INVENTORY AND APPRAISAL

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.9291 / -85.6863	MDOT Structure ID 414745500025B01	Structure Condition Good Condition(7)
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Bridge History, Type, Materials	
27 - Year Built	1994
106 - Year Reconstructed	
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	5 05
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	6
80 - Post Type	2
107 - Deck Type	1
108A - Wearing Surface	1
108B - Membrane	0
108C - Deck Protection	1

Structure Dimensions	
34 - Skew	18
35 - Struct Flared	0
45 - Num Main Spans	1
46 - Num Apprs Spans	0
48 - Max Span Length	73.8
49 - Structure Length	73.8
50A - Width Left Curb/SW	8
50B - Width Right Curb/SW	12
33 - Median	0
51 - Width Curb to Curb	44
52 - Width Out to Out	65.9
112 - NBIS Length	Y

Inspection Data	
90 - Inspection Date	09/29/2022
91 - Inspection Freq	24
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	0
58 - Deck Rating	7
58A/B - Deck Surface/Bottom	7 N
59 - Superstructure Rating	7
59A - Paint Rating	N
60 - Substructure Rating	7
61 - Channel Rating	7
62 - Culvert Rating	N

Navigation Data	
38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)	
5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	02001
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	0
13 - LRS Route-Subroute	0000004349 01
19 - Detour Length	2
20 - Toll Facility	3
26 - Functional Class	16
28A - Lanes On	2
29 - ADT	18084
30 - Year of ADT	2009
32 - Appr Roadway Width	44
32A/B - Ap Pvt Type/Width	5 44
42A - Service Type On	5
47L - Left Horizontal Clear	0.0
47R - Right Horizontal Clear	47.9
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	10
110 - Truck Network	0
114 - Future ADT	24357
115 - Year Future ADT	2029
Freeway	0

Structure Appraisal	
36A - Bridge Railing	1
36B - Rail Transition	1
36C - Approach Rail	1
36D - Rail Termination	0
67 - Structure Evaluation	7
68 - Deck Geometry	6
69 - Underclearance	N
71 - Waterway Adequacy	8
72 - Approach Alignment	8
103 - Temporary Structure	
113 - Scour Criticality	5

Miscellaneous	
37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	
143 - Pin & Hanger Code	
148 - No. of Pin & Hangers	

Route Under Structure (UNDER Record)	
5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	


Proposed Improvements	
75 - Type of Work	
76 - Length of Improvement	
94 - Bridge Cost	
95 - Roadway Cost	
96 - Total Cost	
97 - Year of Cost Estimate	

Load Rating and Posting	
31 - Design Load	9
41 - Open, Posted, Closed	A
63 - Fed Oper Rtg Method	1
64F - Fed Oper Rtg Load	110.1
64MA - Mich Oper Rtg Method	
64MB - Mich Oper Rtg	140
64MC - Mich Oper Truck	
65 - Inv Rtg Method	1
66 - Inventory Load	68.7
70 - Posting	5
141 - Posted Loading	
193 - Overload Class	

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5249

WORK RECOMMENDATIONS

Facility CLYDE PARK AVENUE	Latitude / Longitude 42.9291 / -85.6863	MDOT Structure ID 414745500025B01	Structure Condition Good Condition(7)	
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WORK RECOMMENDATIONS

4T5J

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/29/2022

RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Approach Repair	M	Seal cracks in approach slabs. Replace or wedge approach sidewalk at bridge.
Brush Cut	H	Cut brush around bridge.
Railing Repair	M	Apply silane treatment on concrete parapet. Replace missing tubes in west rail openings. Replace damaged approach guardrail.
Joint Repair	M	Clean E3 joints and replace missing hot poured rubber.
Deck Patching	M	Patch traffic face of west sidewalk at north end, patch east sidewalk surface along longitudinal joint.
Seal Cracks	M	Seal cracks in deck and sidewalk surface.
Super Repair	M	Apply silane treatment on east fascia.



BRIDGE SECTION LOOKING NORTH



PATCHED CRACK AT SOUTH END OF SOUTH APPROACH SLAB IN SOUTHBOUND LANE



TRANSVERSE AND LONGITUDINAL CRACK IN SOUTH APPROACH SLAB



SIDEWALK SETTLED 1.25" IN SOUTHWEST QUAD



SEALANT MISSING ALONG SOUTH REFERENCE LINE JOINT



BRIDGE RAIL AND SIDEWALK ELEVATION



SPALLS WITH EXPOSED REBAR ALONG WEST SIDEWALK FACE



NORTH REFERENCE LINE JOINT FULL OF DIRT



HAIRLINE CRACK IN CONCRETE DECK SURFACE AT NORTH END



SPALLING IN EAST SIDEWALK SURFACE ALONG LONGITUDINAL JOINT



MAP CRACKING AT NORTH END OF EAST PARAPET



WEST BRIDGE ELEVATION



HAIRLINE CRACKING IN EAST FASCIA



MINOR LEAKAGE AT NORTH END OF BEAM JOINT 1W

PRIORITY LIST – CITY OF WYOMING

The following is the priority list for bridges in the City of Wyoming seeking local bridge funds:

1. SN 5252 – 44th Street over Buck Creek, Rehabilitation
2. SN 5247 – Godfrey Avenue over Plaster Creek, Preventive Maintenance
3. SN 5246 – Burlingame Avenue over Buck Creek,
SN 5249 – Clyde Park Avenue over Buck Creek,
Multiple Structure Preventive Maintenance

RESOLUTION NO. _____

RESOLUTION TO SUPPORT THE PREVENTATIVE MAINTENANCE PROJECT
ON THE GODFREY AVENUE BRIDGE OVER PLASTER CREEK

WHEREAS:

1. In 2022, a biannual bridge inspection recommended various repairs to the Godfrey Avenue Bridge over Plaster Creek.
2. Recommended repairs include a new railing, guardrail repairs, steel repairs, cleaning, coating and painting of all steel beams.
3. The City of Wyoming is seeking State of Michigan – Local Bridge Program funding to perform said repairs.
4. It is in Wyoming’s best interest to apply for Local Bridge Program funding to assist with the Godfrey Avenue Bridge repairs.
5. The anticipated cost based upon the engineer’s estimate, is approximately \$806,000, which Wyoming would contribute 5% (approximately \$41,000) of the cost if selected.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby support the project to perform preventative maintenance on the Godfrey Bridge over Plaster Creek with the use of Local Bridge Program funds.

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 April 15, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Local Bridge Program Application SN5247

Resolution No. _____

STAFF REPORT

Date: April 4, 2024
Subject: Resolution of Support for Local Bridge Project
From: Russ Henckel, Assistant Director of Public Works - Engineering
CC: Myron Erickson
Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended City Council support the preventative maintenance project on the Godfrey Avenue over Plaster Creek bridge with the use of Local Bridge Program funds. The City of Wyoming's share of the estimated \$806,000 project would be approximately \$41,000 if selected.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains its infrastructure to promote safe and efficient vehicular travel for the residents of Wyoming. Maintaining the critical infrastructure of our community adds to the economic strength of our city.

DISCUSSION:

The biannual bridge inspection in 2022 identified various repairs needed on the Godfrey Avenue Bridge over Plaster Creek located north of Chicago Dr. Repairs include replacement of the existing railing, installation of approach guardrail, steel repairs, clean and coat all steel surfaces including beams, diaphragm, piles, etc. The city is applying for Local Bridge Program funding to assist with the costs of the repair and the associated resolution of support is part of the application requirements.

If selected as a viable bridge candidate in the fall of 2024, repairs would be constructed in 2027. Costs for the repairs based on an Engineer's Estimate are \$806,000. The City's share of the costs would be 5% or approximately \$41,000.

CITY OF WYOMING
APPLICATION FOR
MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE FUNDS
GODFREY AVENUE OVER PLASTER CREEK (SN 5247)

I. INTRODUCTION

The Godfrey Avenue bridge over Plaster Creek is the second priority for the City of Wyoming for the 2027 fiscal year. The City is requesting funding for a preventive maintenance project. A brief description of the bridge follows:

- Constructed in 1956, the Godfrey Avenue bridge is a single span bridge with a total length of 61 feet.
- The bridge has a clear width of 45 feet and an out-to-out width of 56.4 feet.
- The superstructure consists of steel beams with a concrete deck.
- The abutments are steel H-piles with a corrugated steel backwall.
- There are sidewalks on each side of the bridge with 5 feet of available walking width.
- The bridge has a steel R-4 railing attached to the top of the sidewalk.

Godfrey Avenue is classified as an “Urban Major Collector” on the National Functional Classification Map. The average daily traffic on Godfrey Avenue is 5,129 vehicles per day.

II. GENERAL CONDITION

Overall the bridge is in fair to poor condition. A September 2022 inspection noted the following deficiencies:

- Steel R-4 railing is rusting with holes through top and bottom panels.
- Popouts and a few transverse cracks in concrete sidewalks.
- Transverse cracks with efflorescence in bottom of concrete deck.
- Paint is peeling on steel beams and beams are rusting where paint has failed. Section loss noted on flanges at north end.
- Exposed portions of steel abutment piles are rusting with scattered section loss. Corrugated backwall is also rusting.
- Short sections of approach guardrail in 2 quadrants are not attached to bridge rail.

III. NARRATIVE SUPPORTING THE APPLICATION

A. Contact Person

The contact person for the City of Wyoming is:

Mr. Russ Henckel
Assistant Director of Public Works/Engineering
City of Wyoming
2660 Burlingame Ave
Wyoming, MI 49509
Phone: 616-530-7254

B. Preventive Maintenance Discussion

The preventive maintenance work would include the following:

- Remove existing railing and replace with a 4-tube pedestrian railing.
- Install approach guardrail anchorages and terminals.
- Perform structural steel repair on abutment pile.
- Clean and coat all steel surfaces including beams, diaphragms, abutment piles, steel angles, and abutment backwall.
- Patch spalls on sidewalk and fascia.

C. Economic Importance

The economic importance of the Godfrey Avenue bridge over Plaster Creek includes the following:

- Godfrey Avenue serves a number of commercial and industrial facilities to the northeast of the bridge and several residences to the southwest of the bridge.
- Godfrey Avenue is an alternate route to the heavily traveled I-196 Business Loop and Grandville Avenue.
- Several schools are located in the vicinity of the bridge, and many students in the area walk to school.

D. Existing Detour Impact

Because the bridge is not currently posted, there are no detour routes.

E. Impact of Closed Structure

If the Godfrey Avenue Bridge were closed, delivery vehicles, school buses, emergency vehicles and commercial trucks would have to take a 0.5 mile detour. The closure would add more vehicles to heavily traveled Grandville Avenue. Businesses on the northeast side of the bridge would be affected. Students using the bridge to walk to school would have to detour onto heavily traveled Grandville Avenue.

F. Structure Maintenance

The HMA wearing surface was milled and resurfaced in 2013.

IV. COST BREAKDOWN

Following is the estimated cost for preventive maintenance on the Godfrey Avenue bridge.

ITEM	COST ITEM		COST
A.	Approach Construction	(A)	\$78,000
B.	Structure Construction	(B)	\$728,000
		Total (A&B)	\$806,000

Exhibit 4 - Cost Estimating Worksheet

2024

**BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -**

REV. 02/6/2024

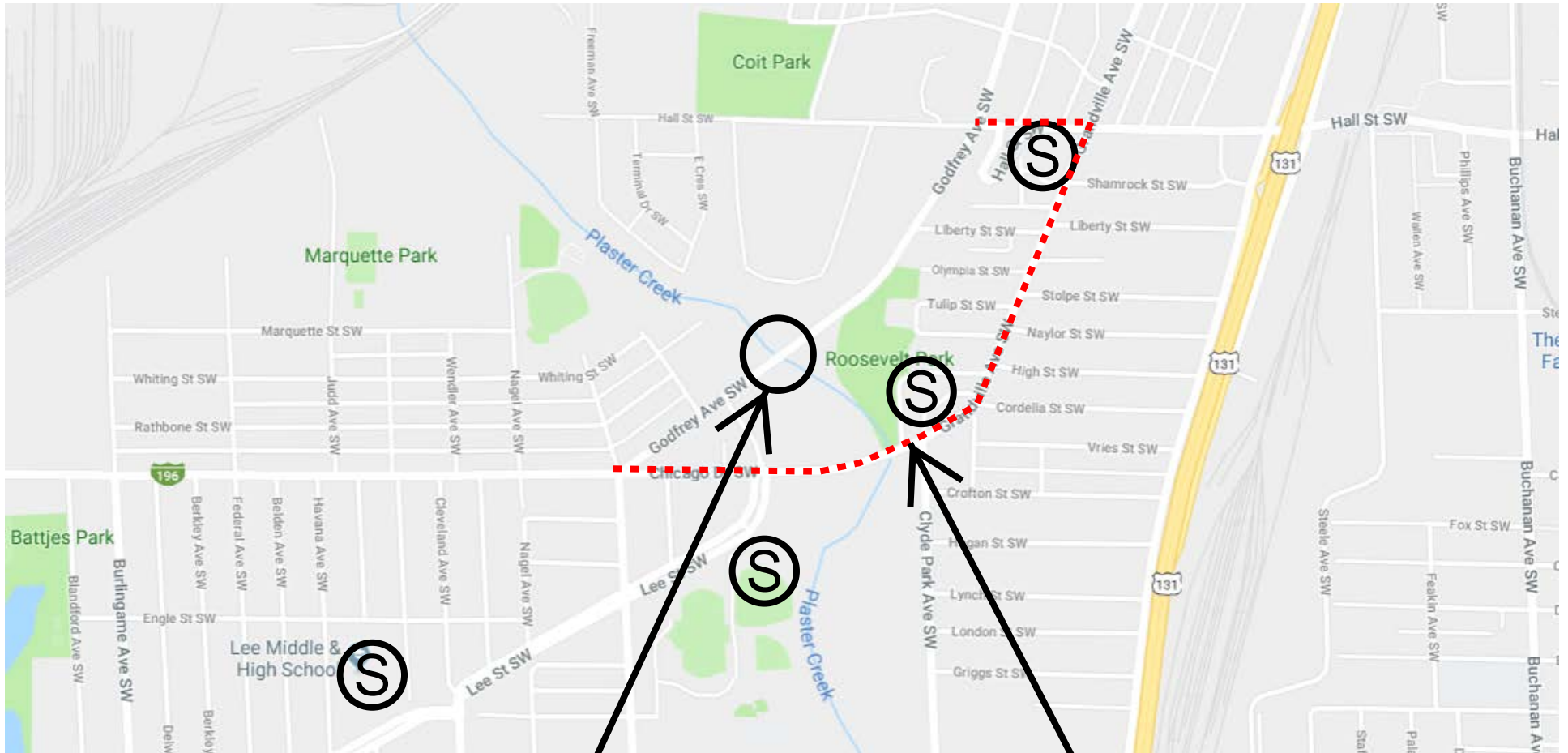
OWNER: WYOMING	FISCAL YEAR: 2027	Out to Out	Curb to Curb	DATE: 3/28/2024
REGION: Grand		LENGTH	WIDTH	ENGINEER: RWL
TSC: Grand Rapids	PR: 408506 MP: 0.761	61.2 56.4	45.0	STRUCTURE ID: 5247
	LOCATION: GODFREY AVENUE over PLASTER CREEK			BRIDGE ID: N/A
PRIMARY WORK ACTIVITY: Painting Complete		DECK AREA: 3,452	SFT	STR. TYPE: Steel
OTHER WORK: Railing replacement		CLEAR ROADWAY: 2,754	SFT	Multi-Stringer, W or I-Bear

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$95.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)	122.0	FT	\$750.00/FT	\$91,500.00
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00/FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty)		SYD	\$48.00/SYD	
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(penetrates cracks in bridge deck)		SYD	\$30.00/SYD	
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints			FT	\$28.00/FT	
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00/EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00/EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)	13,900.0	SFT	\$30.00/SFT	\$417,000.00
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00/CFT	
Pile Repair	(1 north abutment pile)	1.0	EA	\$2,000.00/EA	\$2,000.00
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Articulating Concrete Block System (ACB)			SYD	\$320.00/SYD	
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout			FT	\$125.00/FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00/SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Sidewalk and Deck Fascia Patching	(miscellaneous quantity)	50.0	SFT	\$75.00/SFT	\$3,750.00
BASE STRUCTURE CONSTRUCTION BUDGET					\$514,250
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	15	%	\$514,000.00	\$77,000
MOBILIZATION	(estimate at 10%)	10	%	\$591,000.00	\$59,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$650,000.00	\$78,000
STRUCTURE CONSTRUCTION BUDGET					\$728,000
ROAD WORK					
Approach Pavement, 12" RC	(incl. removal; add curb, gutter, guardrail) 40' ea. end		SYD	\$230.00/SYD	
Approach Curb & Gutter	(incl. removal) 40' ea. quadrant		FT	\$57.00/FT	
Guardrail Anchorage to Bridge	(each quadrant)	4.0	EA	\$2,540.00/EA	\$10,160.00
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)	4.0	EA	\$3,900.00/EA	\$15,600.00
Roadway Approach Work	(beyond approach pavement)		LSUM	LSUM	
Utilities			LSUM	LSUM	
TRAFFIC CONTROL <i>Unit Cost to be determined by Region or TSC Traffic & Safety</i>					
Part Width Construction			LSUM	LSUM	
Crossovers			EA	/EA	
Temporary Traffic Signals			set	/set	
RR Flagging			LSUM	LSUM	
Detour	min. \$30,000	1.0	LSUM	\$30,000.00/LSUM	\$30,000.00
BASE ROAD/TRAFFIC CONSTRUCTION BUDGET					\$55,760
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	15	%	\$56,000.00	\$8,000
MOBILIZATION	(estimate at 10%)	10	%	\$64,000.00	\$6,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$70,000.00	\$8,000
RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET					\$78,000

(Does not include PE or CE)

(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE, PE & PE-S)

TOTAL CONSTRUCTION BUDGET	\$806,000
% CE	CON BUDGET \$0
% PE	PE BUDGET \$0
% PE	PE-S BUDGET \$0



PROJECT LOCATION

DETOUR ROUTE


LOCATION MAP
GODFREY AVENUE OVER PLASTER CREEK
CITY OF WYOMING, KENT COUNTY T6N, R12W

LEGEND: S – SCHOOL

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

BRIDGE SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
GODFREY AVENUE	42.9376 / -85.6902	414745500019B01	Poor Condition(4)	
Feature	Length / Width / Spans	Owner		
PLASTER CREEK	61.2 / 56.4 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1956 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 02 Multi Str Non Comp	09/29/2022 / ZZ4W	5 Stable w/in footing	

NBI INSPECTION

ZZ4W

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/29/2022

GENERAL NOTES

Fair/poor.

Frequency Justification Comments (required when Poor Condition and frequency is equal to 24 months)

Condition is not changing rapidly.


DECK

	09/18	09/20	09/22	
1. Surface (SIA-58A)	8	8	7	Sealed longitudinal crack and a couple shorter sealed and unsealed cracks in each lane. (09/22) Sealed longitudinal crack in each lane. (09/20) Sealed longitudinal crack in each lane. (09/18)
2. Expansion Joints	N	N	N	(09/22) (09/20) (09/18)
3. Other Joints	N	N	N	(09/22) (09/20) (09/18)
4. Railings	3	3	3	R4 railing panels are rusting with scale. Holes rusted through top and bottom panels, bottom is worse. Top rail panel missing on one section east side, separating at several other sections both sides. Nuts on anchor bolts have heavy corrosion, some are almost gone. (09/22) R4 railing panels are rusting with scale. Holes rusted through top and bottom panels, bottom is worse. Top rail panel separated in middle section east side, 2 sections west side. Nuts on anchor bolts have heavy corrosion, some are almost gone. (09/20) R4 railing panels are rusting with scale. Holes rusted through top and bottom panels, bottom is worse. Top rail panel separated in middle section east side, 2 sections west side. (09/18)
5. Sidewalks or Curbs	6	6	6	Both sidewalks have popouts/spalls throughout with transverse cracks. Patched areas in the face of both sidewalks. (09/22) Both sidewalks have popouts/spalls throughout with transverse cracks. Patched areas in the face of both sidewalks. (09/20) Both sidewalks have popouts/spalls throughout with transverse cracks. Patched areas in the face of both sidewalks. (09/18)
6. Deck Bottom Surface (SIA-58B)	5	5	5	Each bay has 3-8 transverse cracks with efflorescence. (09/22) Each bay has 3-8 transverse cracks with efflorescence. (09/20) Each bay has 3-8 transverse cracks with efflorescence. (09/18)
7. Deck (SIA-58)	5	5	5	The bottom of the deck is cracked with efflorescence. Leakage has caused corrosion of the steel beams but does not appear active. East deck fascia cracked and spalled with efflorescence - est 75% cracked, 12' spalled. Hairline vertical cracks in west deck fascia. (09/22) The bottom of the deck is cracked with efflorescence. Leakage has caused corrosion of the steel beams but does not appear active. East deck fascia cracked and spalled with efflorescence - est 75% cracked, 12' spalled. Hairline vertical cracks in west deck fascia. (09/20) The bottom of the deck is cracked and leaks. Leakage is deteriorating the steel beams. East deck fascia cracked and spalled with efflorescence. Hairline cracks in west fascia. (09/18)

MICHIGAN DEPARTMENT OF TRANSPORTATION

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BRIDGE SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
GODFREY AVENUE	42.9376 / -85.6902	414745500019B01	Poor Condition(4)	
Feature	Length / Width / Spans	Owner		
PLASTER CREEK	61.2 / 56.4 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1956 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 02 Multi Str Non Comp	09/29/2022 / ZZ4W	5 Stable w/in footing	

8. Drainage Good, off ends. (09/22)
 Good, off ends. (09/20)
 Fair, off ends. (09/18)

SUPERSTRUCTURE

09/18 09/20 09/22

9. Stringer (SIA-59)	5	4	4	Paint on beams is flaking off and beams are rusting where paint is missing. Near the north abutment, the top and bottom flanges of a few beams are rusting with section loss. Est 5%-10% typical section loss in rusted areas with isolated 15% section loss. Center beam - measured 0.85" bottom flange 10' from north abutment. (09/22) Paint on beams is flaking off and beams are rusting where paint is missing. Near the north abutment, the top and bottom flanges of a few beams are rusting with section loss. Est 5%-10% typical section loss in rusted areas with isolated 15% section loss. Center beam - measured ~0.85" bottom flange 10' from north abutment (measurement is approximate, could not knock off all pack rust). (09/20) Paint on beams is flaking off. Near the north abutment, the top and bottom flanges of a few beams are rusting with section loss. (09/18)
10. Paint (SIA-59A)	3	3	3	Large areas peeling on beams, est 25% failed. (09/22) Large areas peeling on beams, est 25% failed. (09/20) Large areas peeling on beams, est 20% failed. (09/18)
11. Section Loss	2	2	2	Est 5%-10% typical section loss in rusted areas with isolated 15% section loss. (09/22) Est 5%-10% typical section loss in rusted areas with isolated 15% section loss. (09/20) Estimated <5%. (09/18)
12. Bearings	6	6	6	Bearing plates are rusting. (09/22) Bearing plates are rusting. (09/20) Bearing plates are rusting. (09/18)

SUBSTRUCTURE

09/18 09/20 09/22

13. Abutments (SIA-60)	5	5	5	Bottom of all abutment pile have been painted. Pile with holes through flanges have been repaired with plate steel. Repairs are rusting. Pile under west fascia north abutment has hole through flange at bottom. Paint flaking off upper portion of piles and cap, esp under beam 4W north abutment which has section loss. Corrugated backwall is rusting at bottom and joints. (09/22) Bottom of all abutment pile have been painted. Pile with holes through flanges have been repaired with plate steel. Repairs are rusting. Pile under west fascia north abutment has hole through flange at bottom. Paint flaking off upper portion of piles and cap, esp under beam 4W north abutment which has section loss. Corrugated backwall is rusting at bottom and joints. (09/20) Bottom of all abutment pile have been painted. Pile with holes through flanges have been repaired with plate steel. Repairs are rusting. Pile under west fascia north abutment has hole through flange at bottom. Paint flaking off upper portion of piles and cap, esp under beam 4W north abutment which has section loss. Corrugated backwall is rusting at bottom and joints. (09/18)
14. Piers (SIA-60)	N	N	N	(09/22) (09/20) (09/18)
15. Slope Protection	N	N	N	(09/22) (09/20) (09/18)

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

BRIDGE SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
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Feature	Length / Width / Spans	Owner		
PLASTER CREEK	61.2 / 56.4 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1956 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 02 Multi Str Non Comp	09/29/2022 / ZZ4W	5 Stable w/in footing	

16. Channel (SIA-61)	6	4	3	Abandoned water main casing lying in stream. Pier from abandoned water main collects debris and redirects flow toward south abutment causing scour hole. Very large debris pile under bridge blocking 75% of channel. Scattered riprap, many bricks thrown into stream. Sand building up in NE corner. (09/22) Abandoned water main casing lying in stream. Pier from abandoned water main collects debris and redirects flow toward south abutment causing scour hole. Large dead tree and debris pile under bridge. Scattered riprap, many bricks thrown into stream. Sand building up in NE corner. (09/20) Abandoned water main casing lying in stream. Pier from abandoned water main collects debris and redirects flow toward south abutment causing scour hole. Scattered riprap, many bricks thrown into stream. Sand building up in NE corner. (09/18)
17. Scour Inspection	6	6	5	Scour hole in front of SW abutment, up to 4.5' of wall exposed, could feel tremie. Plans show 4.5' wall height, pile-supported. Stream bottom also scouring under debris pile. (09/22) Scour hole in front of SW abutment, up to 3.6' of wall exposed. Plans show 4.5' wall height, pile-supported. (09/20) Scour hole in front of SW abutment. (09/18)

APPROACH

09/18 09/20 09/22

18. Approach Pavement	8	7	7	Sealed transverse and longitudinal cracks in each approach. (09/22) Sealed transverse and longitudinal cracks in each approach. Crack at each reference line extends beyond seal. (09/20) Sealed transverse and longitudinal cracks in each approach. (09/18)
19. Approach Shoulders Sidewalks	6	6	6	HMA shoulders in good condition. Vegetation growing in sidewalk joints. (09/22) HMA shoulders in good condition. Vegetation growing in sidewalk joints. Sidewalk overgrown with vegetation in NE quad. (09/20) Overgrown with vegetation in the NE quad. (09/18)
20. Approach Slopes				Vegetated and stable. Guardrail not attached to R4 railing. (09/22) Vegetated and stable. Guardrail not attached to R4 railing. (09/20) Guardrail not attached to R4 railing. (09/18)
21. Utilities				Inside east 2 bays. (09/22) Inside east 2 bays. (09/20) Inside east 2 bays. (09/18)
22. Drainage Culverts				Outside of abutments. (09/22) Outside of abutments. (09/20) Outside of abutments. (09/18)

MISCELLANEOUS

Guard Rail		Other Items	
Item	Rating	Item	Rating
36A. Bridge Railings	0	71. Water Adequacy	6
36B. Transitions	0	72. Approach Alignment	8
36C. Approach Guardrail	0	Temporary Support	0 No Temporary Supports
36D. Approach Guardrail Ends	0	High Load Hit (M)	No
		Special Insp. Equipment	2
		Underwater Insp. Method	1

False Decking (Timber) Removed to Complete Inspection N/A - No False Decking

Critical Feature Inspections (SIA-92)


Freq Date

92A. Fracture Critical

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

BRIDGE SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
GODFREY AVENUE	42.9376 / -85.6902	414745500019B01	Poor Condition(4)	
Feature	Length / Width / Spans	Owner		
PLASTER CREEK	61.2 / 56.4 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1956 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 02 Multi Str Non Comp	09/29/2022 / ZZ4W	5 Stable w/in footing	

92B. Underwater


92C. Other Special

92D. Fatigue Sensitive

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

STRUCTURE INVENTORY AND APPRAISAL

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
GODFREY AVENUE	42.9376 / -85.6902	414745500019B01	Poor Condition(4)	
Feature	Length / Width / Spans	Owner		
PLASTER CREEK	61.2 / 56.4 / 1	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1956 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 02 Multi Str Non Comp	09/29/2022 / ZZ4W	5 Stable w/in footing	

Bridge History, Type, Materials	
27 - Year Built	1956
106 - Year Reconstructed	
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	3 02
44 - Appr Span Bridge Type	
77 - Steel Type	2
78 - Paint Type	9
79 - Rail Type	4
80 - Post Type	0
107 - Deck Type	1
108A - Wearing Surface	6
108B - Membrane	0
108C - Deck Protection	0

Structure Dimensions	
34 - Skew	21
35 - Struct Flared	N
45 - Num Main Spans	1
46 - Num Apprs Spans	0
48 - Max Span Length	58
49 - Structure Length	61.2
50A - Width Left Curb/SW	4.9
50B - Width Right Curb/SW	4.9
33 - Median	0
51 - Width Curb to Curb	45
52 - Width Out to Out	56.4
112 - NBIS Length	Y

Inspection Data	
90 - Inspection Date	09/29/2022
91 - Inspection Freq	24
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	1
58 - Deck Rating	5
58A/B - Deck Surface/Bottom	7 5
59 - Superstructure Rating	4
59A - Paint Rating	3
60 - Substructure Rating	5
61 - Channel Rating	3
62 - Culvert Rating	N

Navigation Data	
38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)	
5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	02001
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	0
13 - LRS Route-Subroute	0000004085 06
19 - Detour Length	1
20 - Toll Facility	3
26 - Functional Class	16
28A - Lanes On	4
29 - ADT	5129
30 - Year of ADT	2008
32 - Appr Roadway Width	42
32A/B - Ap Pvt Type/Width	5 41.99
42A - Service Type On	5
47L - Left Horizontal Clear	0.0
47R - Right Horizontal Clear	44.0
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	9
110 - Truck Network	0
114 - Future ADT	6908
115 - Year Future ADT	2028
Freeway	0

Structure Appraisal	
36A - Bridge Railing	0
36B - Rail Transition	0
36C - Approach Rail	0
36D - Rail Termination	0
67 - Structure Evaluation	4
68 - Deck Geometry	2
69 - Underclearance	N
71 - Waterway Adequacy	6
72 - Approach Alignment	8
103 - Temporary Structure	
113 - Scour Criticality	5

Miscellaneous	
37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	
143 - Pin & Hanger Code	0
148 - No. of Pin & Hangers	0

Route Under Structure (UNDER Record)	
5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	0
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	


Proposed Improvements	
75 - Type of Work	35 1
76 - Length of Improvement	67.9
94 - Bridge Cost	210
95 - Roadway Cost	30
96 - Total Cost	240
97 - Year of Cost Estimate	1988

Load Rating and Posting	
31 - Design Load	6
41 - Open, Posted, Closed	A
63 - Fed Oper Rtg Method	6
64F - Fed Oper Rtg Load	1.81
64MA - Mich Oper Rtg Method	6
64MB - Mich Oper Rtg	1.07
64MC - Mich Oper Truck	17
65 - Inv Rtg Method	6
66 - Inventory Load	1.08
70 - Posting	5
141 - Posted Loading	
193 - Overload Class	C

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5247

WORK RECOMMENDATIONS

Facility GODFREY AVENUE	Latitude / Longitude 42.9376 / -85.6902	MDOT Structure ID 414745500019B01	Structure Condition Poor Condition(4)	
Feature PLASTER CREEK	Length / Width / Spans 61.2 / 56.4 / 1	Owner City: WYOMING(7455)		
Location IN WYOMING	Built / Recon. / Paint / Ovly. 1956 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 3 Steel / 02 Multi Str Non Comp	Last NBI Inspection 09/29/2022 / ZZ4W	Scour Evaluation 5 Stable w/in footing	

WORK RECOMMENDATIONS

ZZ4W

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	24	09/29/2022

RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Channel Repair	H	Remove old concrete pier from channel to reduce scour at south abutment.
Brush Cut	M	Continue to cut brush around bridge.
Remove Debris	H	Remove debris pile from channel under bridge.
Railing Repair	H	Replace bridge rail and approach guardrail.
Seal Cracks	M	Continue to seal cracks in HMA surface.
Full Paint	H	Schedule beam and abutment painting.
Substr Repair	M	Repair pile in north abutment under west fascia.



BRIDGE SECTION LOOKING NORTH



BRIDGE RAIL AND SIDEWALK ELEVATION



HOLES IN BOTTOM RAIL



SEVERE SECTION LOSS TO NUT ON RAIL POST ANCHOR BOLT



MISSING TOP RAIL COVER PLATE ON EAST SIDE



EAST BRIDGE ELEVATION



SOUTH ABUTMENT ELEVATION



SPALLING ON BOTTOM OF EAST DECK FASCIA



FLAKING PAINT AND RUST ON STEEL PILE AND HEADERS



MINOR RUST ON REPAIR PLATE AT BOTTOM OF ABUTMENT PILE



FLAKING PAINT AND CORROSION ON STEEL BEAM



TRANSVERSE CRACKS WITH EFFLORESCENCE IN BOTTOM DECK SURFACE



AREAS OF FLAKING PAINT AND CORROSION ON STEEL BEAMS



CRACKING WITH EFFLORESCENCE IN BOTTOM DECK SURFACE



NORTH ABUTMENT ELEVATION



HOLE AT BOTTOM OF NORTH ABUTMENT PILE UNDER WEST FASCIA



SECTION LOSS ON NORTH ABUTMENT PILE 4W



HEAVY SCALE ON CENTER BEAM NEAR NORTH ABUTMENT

PRIORITY LIST – CITY OF WYOMING

The following is the priority list for bridges in the City of Wyoming seeking local bridge funds:

1. SN 5252 – 44th Street over Buck Creek, Rehabilitation
2. SN 5247 – Godfrey Avenue over Plaster Creek, Preventive Maintenance
3. SN 5246 – Burlingame Avenue over Buck Creek,
SN 5249 – Clyde Park Avenue over Buck Creek,
Multiple Structure Preventive Maintenance

RESOLUTION NO. _____

RESOLUTION TO SUPPORT THE REHABILITATION PROJECT ON THE
44TH STREET BRIDGE OVER BUCK CREEK

WHEREAS:

1. In 2022, a biannual bridge inspection recommended various repairs to the 44th Street Bridge over Buck Creek.
2. Recommended rehabilitation repairs include widening of the existing footings along the culvert walls, installation of a structural culvert liner, placement of riprap, removal of sediment, and installation of underdrains.
3. The City of Wyoming is seeking State of Michigan – Local Bridge Program funding to perform said repairs.
4. It is in Wyoming’s best interest to apply for Local Bridge Program funding to assist with the 44th Street Bridge repairs.
5. The anticipated cost based upon the engineer’s estimate, is approximately \$996,000, which Wyoming would contribute 10% (approximately \$99,600) of the cost if selected.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby support the project to perform rehabilitation repairs on the 44th Street Bridge over Buck Creek with the use of Local Bridge Program funds.

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 April 15, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Local Bridge Program Application SN5252

Bridge Scoping Report

Resolution No. _____

STAFF REPORT

Date: April 4, 2024

Subject: Resolution of Support for Local Bridge Project

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

CC: Myron Erickson

Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended City Council support the rehabilitation repairs on the 44th Street bridge over Buck Creek with the use of Local Bridge Program funds. The City of Wyoming's share of the estimated \$996,000 project would be approximately \$99,600, if selected.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains its infrastructure to promote safe and efficient vehicular travel for the residents of Wyoming. Maintaining the critical infrastructure of our community adds to the economic strength of our city.

DISCUSSION:

The biannual bridge inspection in 2022 identified various repairs needed to rehabilitate the 44th Street bridge over Buck Creek located west of Burlingame Avenue. Repairs include widening existing footings along each culver wall, installation of a structural culvert liner, placement of riprap along footings, removing of sediment, and installation of underdrains. The city is applying for Local Bridge Program funding to assist with the costs of the repair and the associated resolution of support is part of the application requirements. This application is the top priority for Wyoming and it is recommended a larger participation percentage to elevate the chances of selection from the Local Bridge Program committee. Being Wyoming's top priority, ten percent participation is included with the application.

If selected as a viable bridge candidate in the fall of 2024, repairs would be constructed in 2027. Costs for the repairs based on an Engineer's Estimate are \$996,000. The City's share of the costs would be 10% or approximately \$99,600.

CITY OF WYOMING
APPLICATION FOR
MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL BRIDGE FUNDS
44TH STREET OVER BUCK CREEK (SN 5252)

I. INTRODUCTION

The 44th Street bridge over Buck Creek is the first priority for the City of Wyoming for the 2027 fiscal year. The City is requesting funding for a rehabilitation project. A brief description of the bridge follows:

- Constructed in 1976, the 44th Street bridge is a double barrel bottomless CMP culvert on pile-supported concrete footings.
- Each barrel has a span of 28 feet, a rise of 9.5 feet, and a length of 100 feet. The total structure length along road centerline is 58.7 feet.
- A concrete headwall at each end of the culvert holds the backfill and supports a concrete parapet railing.

44th Street is classified as a Principal Arterial on the National Functional Classification Map and is on the National Highway System. The average daily traffic is 35,000 vehicles per day with 3% commercial. There are two through lanes in each direction. In addition, there is a left turn lane for Burlingame Avenue which extends over the structure. There is a sidewalk along each side separated from the roadway by a vegetated buffer strip

II. GENERAL CONDITION

Overall the culverts are in poor condition. A September 2023 inspection noted the following deficiencies:

- Significant leakage with water flowing through culvert joints as a result of irrigation in the median, resulting in significant corrosion with section loss and potential for loss of backfill as holes develop in the culvert.
- The drains in the culvert appear to be plugged and not functioning.
- 2-3 feet of sand has accumulated in the east barrel, and all flow is through the west barrel at normal water level.
- Riprap is present along most of the footing in the west barrel. Footings are exposed in certain areas, but no undermining is noted.

III. NARRATIVE SUPPORTING THE APPLICATION

A. Contact Person

The contact person for the City of Wyoming is:

Mr. Russ Henckel
Assistant Director of Public Works/Engineering
City of Wyoming
2660 Burlingame Ave
Wyoming, MI 49509
Phone: 616-530-7254

B. Rehabilitation Discussion

The rehabilitation work would include the following:

- Widen existing footings along each culvert wall to allow for structural lining.
- Install a structural culvert liner into the existing culvert.
- Place riprap along exposed footings.
- Remove excess sediment from the east barrel to improve hydraulic capacity.
- Install underdrains between the culvert barrels and outside each barrel to collect and route groundwater away from the structure.

A full structure replacement with a clear span bridge was considered but was found to be cost prohibitive. Enclosed with this application is a detailed scoping report which includes a cost comparison for the two options.

C. Economic Importance

The economic importance of the 44th Street bridge over Buck Creek includes the following:

- 44th Street is on the National Highway System and connects Gerald R. Ford International Airport to the cities of Kentwood, Wyoming, and Grandville along with US-131 and I-196 in Kent County.
- Many businesses are located along 44th Street and include retail, banking, entertainment, logistics, healthcare, and food service.

D. Existing Detour Impact

Because the bridge is not currently posted, there are no detour routes.

E. Impact of Closed Structure

If the 44th Street bridge were closed, delivery vehicles, school buses, emergency vehicles and commercial trucks would have to take a 2 mile detour. Since 44th Street carries 35,000 vehicles per day, the closure would add a significant number of vehicles to heavily traveled Byron Center Avenue, 36th Street, and Burlingame Avenue. Businesses between Byron Center Avenue and Burlingame Avenue would be affected, and emergency response time would be delayed.

F. Structure Maintenance

Portions of the culvert interior were painted at an unknown date. The HMA surface over the culvert has been milled and overlaid many times.

IV. COST BREAKDOWN

Following is the estimated cost for rehabilitation of the 44th Street bridge.

ITEM	COST ITEM		COST
A.	Approach Construction	(A)	\$102,000
B.	Structure Construction	(B)	\$894,000
		Total (A&B)	\$996,000

Exhibit 4 - Cost Estimating Worksheet

2024

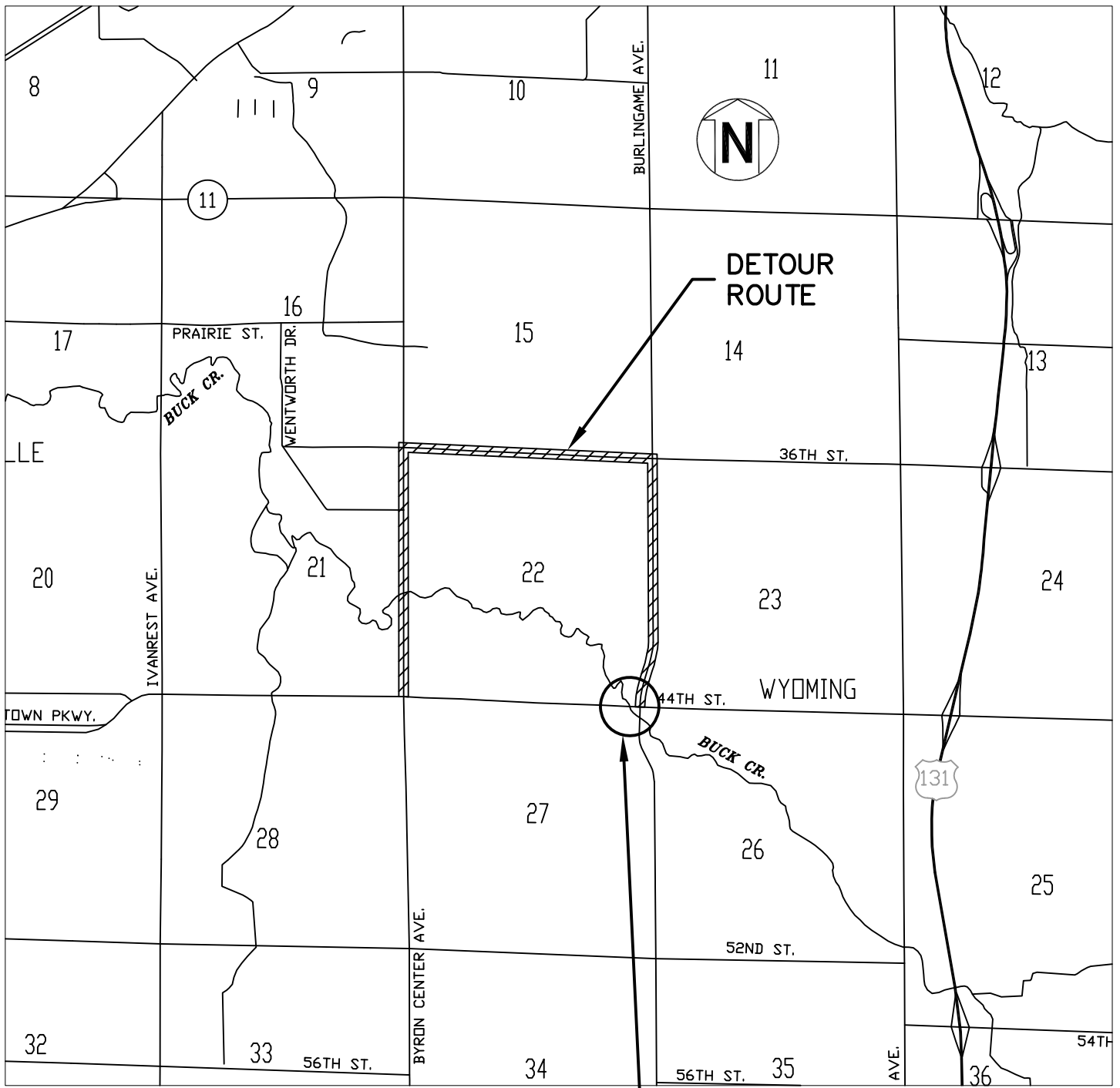
**BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -**

REV. 02/6/2024

OWNER: WYOMING	FISCAL YEAR: 2027	DATE: 3/20/2024
REGION: Grand	LENGTH 58.7	ENGINEER: RWL
TSC: Grand Rapids	MP: 3.323	WIDTH 98.8
	PR: 3410284	WIDTH 52.2
LOCATION: 44TH STREET over BUCK CREEK	DECK AREA: 5,800	STRUCTURE ID: 5252
PRIMARY WORK ACTIVITY: Culvert Lining	CLEAR ROADWAY: 3,064	BRIDGE ID: N/A
OTHER WORK: Footing extension, riprap, drainage	SFT	STR. TYPE: Steel Culvert

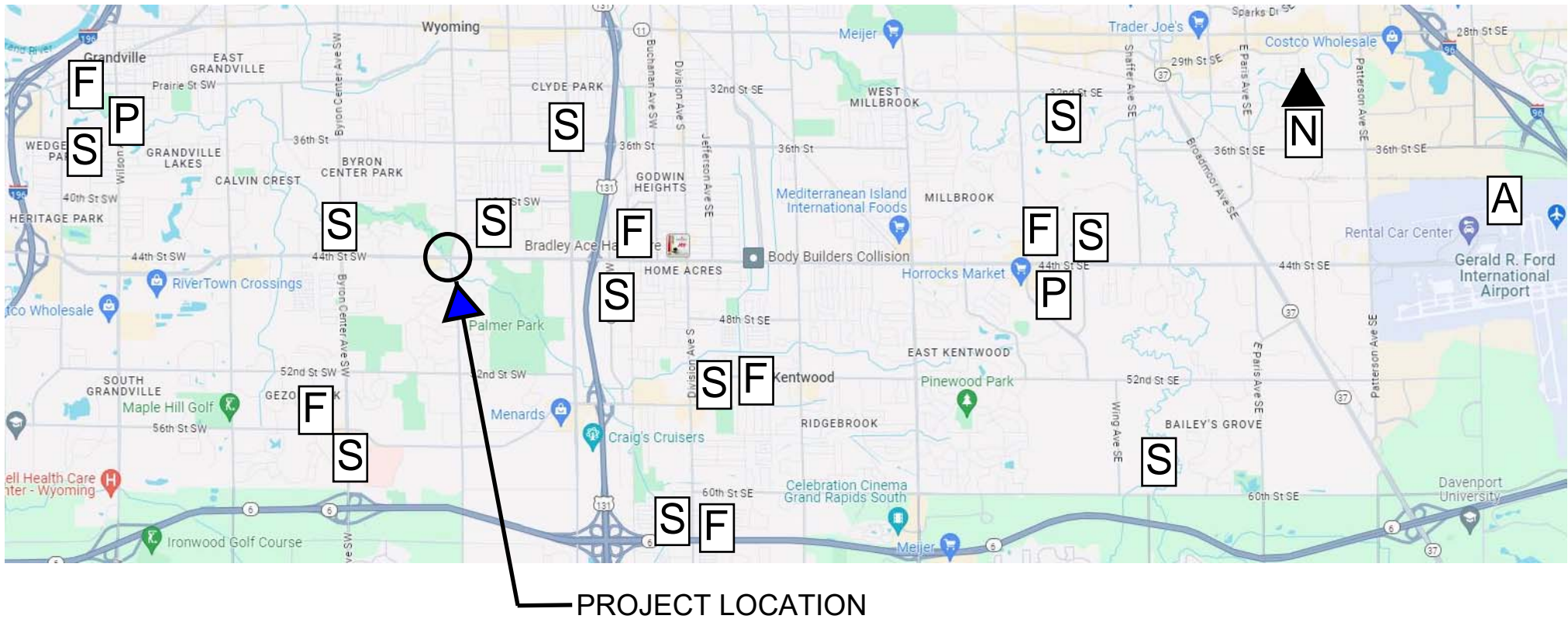
WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$50.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00/FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00/FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty)		SYD	\$48.00/SYD	
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(penetrates cracks in bridge deck)		SYD	\$30.00/SYD	
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints			FT	\$28.00/FT	
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Culvert lining materials	(Contech estimated \$950/ft)	200.0	FT	\$950.00/FT	\$190,000.00
Culvert lining installation	(assemble plates, move into place, form and pump in grout)	200.0	FT	\$1,100.00/FT	\$220,000.00
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00/SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Footing Extension	(1.5'x1' concrete block doweled into existing footing)	400.0	FT	\$200.00/FT	\$80,000.00
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00/CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Cofferdams		1.0	LSUM	\$100,000.00/LSUM	\$100,000.00
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout	(remove excess sediment from east barrel)	100.0	FT	\$125.00/FT	\$12,500.00
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(add riprap along exposed footing in west barrel)	25.0	SYD	\$275.00/SYD	\$6,875.00
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Drainage Repairs	(add drainage and outlet for water between barrels)	1.0	LSUM	\$50,000.00/LSUM	\$50,000.00
				BASE STRUCTURE CONSTRUCTION BUDGET	\$659,375
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	10	%	\$659,000.00	\$66,000
MOBILIZATION	(estimate at 10%)	10	%	\$725,000.00	\$73,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$798,000.00	\$96,000
				STRUCTURE CONSTRUCTION BUDGET	\$894,000
ROAD WORK					
Approach Pavement, 12" RC	(incl. removal; add curb, gutter, guardrail) 40' ea. end		SYD	\$230.00/SYD	
Approach Curb & Gutter	(incl. removal) 40' ea. quadrant		FT	\$57.00/FT	
Guardrail Anchorage to Bridge	(each quadrant)		EA	\$2,540.00/EA	
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)		EA	\$3,900.00/EA	
Roadway Approach Work	(beyond approach pavement)		LSUM	\$450,000.00/LSUM	
Utilities			LSUM	LSUM	
TRAFFIC CONTROL Unit Cost to be determined by Region or TSC Traffic & Safety					
Part Width Construction			LSUM	LSUM	
Lane Closures		1.0	LSUM	\$75,000.00/LSUM	\$75,000.00
Temporary Traffic Signals			set	/set	
RR Flagging			LSUM	LSUM	
Detour	min. \$30,000		LSUM	\$75,000.00/LSUM	
				BASE ROAD/TRAFFIC CONSTRUCTION BUDGET	\$75,000
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	10	%	\$75,000.00	\$8,000
MOBILIZATION	(estimate at 10%)	10	%	\$83,000.00	\$8,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$91,000.00	\$11,000
				RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET	\$102,000

(Does not include PE or CE)		TOTAL CONSTRUCTION BUDGET	\$996,000
(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE, PE & PE-S)		% CE	CON BUDGET \$0
		% PE	PE BUDGET \$0
		% PE	PE-S BUDGET \$0



PROJECT
LOCATION

LOCATION MAP
 44TH STREET OVER BUCK CREEK
 SECTION 22/27,
 CITY OF WYOMING, T6N, R12W



VICINITY MAP
44TH STREET OVER BUCK CREEK, SECTION 22/27
CITY OF WYOMING, KENT COUNTY T6N, R12W

LEGEND: S – SCHOOL
F – FIRE STATION
A – AIRPORT
P – POLICE

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5252

CULVERT SAFETY INSPECTION REPORT

Facility 44TH STREET	Latitude / Longitude 42.8844 / -85.7063	MDOT Structure ID 414745500040B01	Structure Condition Serious Condition(3)	
Feature BUCK CREEK	Length / Width / Spans 58.7 / 98.8 / 2	Owner City: WYOMING(7455)		
Location IN WYOMING	Built / Recon. / Paint / Ovly. 1976 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 3 Steel / 19 Culvert	Last NBI Inspection 09/19/2023 / ZBAK	Scour Evaluation 5 Stable w/in footing	

CULVERT INSPECTION

ZBAK

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	12	09/19/2023

GENERAL NOTES

Poor. Appeared work was being done in the median near the culvert - small amount of excavation with exposed irrigation valve, no one on site during inspection. Significant leakage with water flowing through culvert joints observed during inspection. Notified the City about the issue. Seasonal shut-off of the irrigation system occurred within a day or two following the inspection. City staff went out to look at the culvert later in the week and said it was dry. City plans to investigate cause of leakage and do a repair if necessary this fall or early next spring.

In 2022, a hole developed in the culvert with loss of liquefied backfill observed during the inspection. City sent out a crew to vac out the loose saturated soil over the hole, plugged the hole with hydraulic cement, then backfilled with compact material.

Keep inspection frequency at 12 months due to the possibility of additional holes forming.

Previous erosion in SE quad with undermining of sidewalk, shored up with plywood and new concrete sidewalk section.

NBI INSPECTION

	09/20	09/22	09/23	
1. Culvert Rating (SIA-62)	4	3	3	(09/23) (09/22) (09/20)
2. Channel (SIA-61)	4	4	4	All flow is through west barrel. East barrel filling with sand, 2-3 ft above stream bottom elevation in west barrel. Riprap along most of west footing and south end of center footing. No undermining noted. Poor alignment of stream and culvert. Some debris in channel. (09/23) All flow is through west barrel. East barrel filling with sand, 2-3 ft above stream bottom elevation in west barrel. Riprap along most of west footing and south end of center footing. No undermining noted. Poor alignment of stream and culvert. Some debris in channel. (09/22) All flow is through west barrel. East barrel filling with sand, 2-3 ft above stream bottom elevation in west barrel. Riprap along most of west footing and south end of center footing. No undermining noted. Poor alignment of stream and culvert. Some debris in channel. (09/20)
3. Scour	6	5	5	Riprap placed along most of west footing and south end of center footing. North end of west footing has up to 12" of lower footing face exposed. No undermining noted. South end of center footing has top of lower footing exposed. Footings are 3' thick and pile supported. (09/23) Riprap placed along most of west footing and south end of center footing. North end of west footing has up to 12" of lower footing face exposed. No undermining noted. South end of center footing has top of lower footing exposed. Footings are 3' thick and pile supported. (09/22) Riprap placed along most of west footing and south end of center footing. North end of west footing has up to 9" of lower footing face exposed. No undermining noted. Footings are pile supported. (09/20)

AASHTO ELEMENTS

(English Units)

Element Number	Element Name	Total Quantity	Unit	Good CS1	Fair CS2	Poor CS3	Severe CS4
Culvert							
240	Steel Culvert	200	ft	0 0%	100 50%	80 40%	20 10%

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5252

CULVERT SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
44TH STREET	42.8844 / -85.7063	414745500040B01	Serious Condition(3)	
Feature	Length / Width / Spans	Owner		
BUCK CREEK	58.7 / 98.8 / 2	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1976 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 19 Culvert	09/19/2023 / ZBAK	5 Stable w/in footing	

Both barrels have areas of heavy rust and scale with section loss near drains and at leaking joints, perforations starting in worst areas. In 2022, poked hole above drain in east barrel 40' from north end, liquified backfill started flowing out, estimated 6 cft lost before the flow stopped. City maintenance crew later opened up the area over the hole, plugged the hole with hydraulic cement, and backfilled with compact material. West barrel - hole in east wall 12' from north end and 10' from south end.

Noted substantial amount of water draining through joints (fast drips to streams of water). No loss of backfill noted during inspection. Leakage and corrosion is heaviest along interior walls. Metal is corroded through with exposed concrete on west wall of east barrel 40' from north end (under joint). Plans show concrete thrust block at this location. On west side of west barrel, CMP has scale at footing.

515	Steel Protective Coating	8800	sq.ft	1760	4400	1320	1320
				20%	50%	15%	15%
863	Culvert Headwall	2	(EA)	0	2	0	0
				0%	100%	0%	0%

South headwall has hairline vertical cracks and hairline map cracking with leakage between barrels. 2" gap between headwall bottom and top of center footing south side. North headwall has 2 hairline vertical cracks with leakage between barrels.

Scour Countermeasure

830	Plain Riprap	700	sq.ft	350	350	0	0
				50%	50%	0%	0%

Riprap along most of west footing and south end of center footing.

Other Elements

331	Re Conc Bridge Railing	186	ft	151	35	0	0
				81%	19%	0%	0%

Concrete barrier railings have vertical cracks every 2-5 ft. Skim coat is cracked and starting to flake off.

MISCELLANEOUS

Guard Rail

Item	Rating
36A. Bridge Railings	1
36B. Transitions	N
36C. Approach Guardrail	N
36D. Approach Guardrail Ends	N

Other Items

Item	Rating
71. Water Adequacy	5
72. Approach Alignment	8
Special Insp. Equipment	2
Underwater Insp. Method	1


RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Detailed Insp.	H	Investigate whether center median irrigation system is leaking, or may just be seepage through the ground after watering. Either way, water should be diverted before reaching the culvert to prevent further deterioration.
Channel Repair	M	Clean out east barrel.
Remove Debris	M	Remove debris from channel.
Culvert Repl.	H	Budget for replacement. CMP will continue to rust with current drainage situation.

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5252

STRUCTURE INVENTORY AND APPRAISAL

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
44TH STREET	42.8844 / -85.7063	414745500040B01	Serious Condition(3)	
Feature	Length / Width / Spans	Owner		
BUCK CREEK	58.7 / 98.8 / 2	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1976 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 19 Culvert	09/19/2023 / ZBAK	5 Stable w/in footing	

Bridge History, Type, Materials

27 - Year Built	1976
106 - Year Reconstructed	
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	3 19
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	7
80 - Post Type	
107 - Deck Type	N
108A - Wearing Surface	6
108B - Membrane	0
108C - Deck Protection	0

Structure Dimensions

34 - Skew	0
35 - Struct Flared	N
45 - Num Main Spans	2
46 - Num Apprs Spans	0
48 - Max Span Length	27.9
49 - Structure Length	58.7
50A - Width Left Curb/SW	4.9
50B - Width Right Curb/SW	5.9
33 - Median	3
51 - Width Curb to Curb	52.2
52 - Width Out to Out	98.8
112 - NBIS Length	Y

Inspection Data

90 - Inspection Date	09/19/2023
91 - Inspection Freq	12
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	1
58 - Deck Rating	N
58A/B - Deck Surface/Bottom	
59 - Superstructure Rating	N
59A - Paint Rating	
60 - Substructure Rating	N
61 - Channel Rating	4
62 - Culvert Rating	3

Navigation Data

38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)

5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	02001
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	1
13 - LRS Route-Subroute	0000034123 57
19 - Detour Length	2
20 - Toll Facility	3
26 - Functional Class	14
28A - Lanes On	5
29 - ADT	35000
30 - Year of ADT	2022
32 - Appr Roadway Width	72.2
32A/B - Ap Pvt Type/Width	4 72.01
42A - Service Type On	5
47L - Left Horizontal Clear	25.9
47R - Right Horizontal Clear	25.9
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	3
110 - Truck Network	0
114 - Future ADT	45000
115 - Year Future ADT	2042
Freeway	0

Structure Appraisal

36A - Bridge Railing	1
36B - Rail Transition	N
36C - Approach Rail	N
36D - Rail Termination	N
67 - Structure Evaluation	3
68 - Deck Geometry	2
69 - Underclearance	N
71 - Waterway Adequacy	5
72 - Approach Alignment	8
103 - Temporary Structure	
113 - Scour Criticality	5

Miscellaneous

37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	
143 - Pin & Hanger Code	
148 - No. of Pin & Hangers	

Route Under Structure (UNDER Record)

5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	

Proposed Improvements

75 - Type of Work	
76 - Length of Improvement	
94 - Bridge Cost	
95 - Roadway Cost	
96 - Total Cost	
97 - Year of Cost Estimate	

Load Rating and Posting

31 - Design Load	6
41 - Open, Posted, Closed	A
63 - Fed Oper Rtg Method	6
64F - Fed Oper Rtg Load	1.08
64MA - Mich Oper Rtg Method	6
64MB - Mich Oper Rtg	1.68
64MC - Mich Oper Truck	2
65 - Inv Rtg Method	6
66 - Inventory Load	.65
70 - Posting	5
141 - Posted Loading	
193 - Overload Class	



ROAD SECTION OVER CULVERT, LOOKING WEST



SOUTH CULVERT ELEVATION



VIEW THROUGH EAST BARREL



AREAS OF HEAVY CORROSION ON WEST WALL OF EAST BARREL



ACTIVE LEAKAGE THROUGH JOINT IN WEST WALL OF EAST BARREL UNDER MEDIAN



HOLE IN WEST WALL OF EAST BARREL WITH EXPOSED CONCRETE THRUST BLOCK, 40' FROM NORTH END



PREVIOUS HOLE IN WEST WALL OF EAST BARREL FILLED WITH HYDRAULIC CEMENT



VIEW THROUGH WEST BARREL



EXPOSED FOOTING ON WEST SIDE OF WEST BARREL AT NORTH END



HEAVY CORROSION ON EAST WALL OF WEST BARREL



HOLE IN EAST WALL OF WEST BARREL

PRIORITY LIST – CITY OF WYOMING

The following is the priority list for bridges in the City of Wyoming seeking local bridge funds:

1. SN 5252 – 44th Street over Buck Creek, Rehabilitation
2. SN 5247 – Godfrey Avenue over Plaster Creek, Preventive Maintenance
3. SN 5246 – Burlingame Avenue over Buck Creek,
SN 5249 – Clyde Park Avenue over Buck Creek,
Multiple Structure Preventive Maintenance

BRIDGE SCOPING REPORT
44th STREET OVER BUCK CREEK
STR 5252
CITY OF WYOMING



Prepared By:
Robert Lothschutz, P.E.

Date:
March 22, 2024

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APPENDIX B – REPLACEMENT COST ESTIMATE

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APPENDIX E – BRIDGE INSPECTION REPORT

APPENDIX F – BRIDGE INSPECTION PHOTOS

INTRODUCTION

Structure Location and Corridor Information

Structure 5252 is a two-barrel culvert carrying 44th Street over Buck Creek in the City of Wyoming, approximately 250 feet west of Burlingame Avenue. 44th Street is an east-west road on the National Highway System (NHS) and connects Gerald R. Ford International Airport to the cities of Kentwood, Wyoming, and Grandville along with US-131 and I-196 in Kent County. Located along 44th Street are many businesses related to retail, banking, entertainment, logistics, healthcare, and food service. The average daily traffic (ADT) on 44th Street is 35,000 vehicles with 3% commercial/trucks (based on 2022 data).



The typical road section is composed of two through lanes in each direction separated by a median. Turn lanes are located at major intersections and median cross-overs. A concrete sidewalk runs along each side of 44th Street and is separated from the traffic lanes by a vegetated buffer strip. Drainage consists of curb and gutter with catch basins and storm sewer. Other public utilities along 44th Street include city water and sanitary sewer. In addition, the city maintains an irrigation system for watering grass in the median. Many private utilities are also located within the right-of-way including electric, phone, cable/fiber, and gas.

Bridge Structure Description

Structure 5252 is a twin barrel bottomless CMP culvert on pile-supported concrete footings. Each barrel has a length of 100 feet, a span of 28 feet and a rise of 9.5 feet. The total structure length along road centerline is 58.7 feet. A concrete headwall at each end of the culvert holds the backfill and supports a concrete parapet railing. The structure was constructed in 1976 and has not undergone any significant maintenance or repair other than painting on the inside of the culvert at an unknown date. The culvert is not historically significant, but it is on an economically significant route.



Road section over culvert



Structure Elevation

SUMMARY OF FINDINGS AND ENVIRONMENTAL REVIEW

Site Review Findings

The structure was last inspected in September 2023 and is in serious condition. The full inspection report is included in Appendix E, and inspection photos are contained in Appendix F. A summary of the findings is listed below.

- ❖ Significant leakage with water flowing through culvert joints as a result of irrigation in the median, resulting in significant corrosion with section loss and potential for loss of backfill as holes develop in the culvert. The drains in the culvert appear to be plugged and not functioning.
- ❖ 2-3 feet of sand has accumulated in the east barrel, and all flow is through the west barrel at normal water level.
- ❖ Riprap is present along most of the footing in the west barrel. Footings are exposed in certain areas, but no undermining is noted.



Corrosion inside culvert



Leakage through culvert joints



Sediment buildup in east barrel



Exposed footing in west barrel

The structure is not currently posted for reduced loads or other traffic restrictions. However, continued deterioration of the culvert may result in restrictions if no repairs are performed. It should be noted that the structure is stable for scour as it is on pile foundation.

Planning Studies

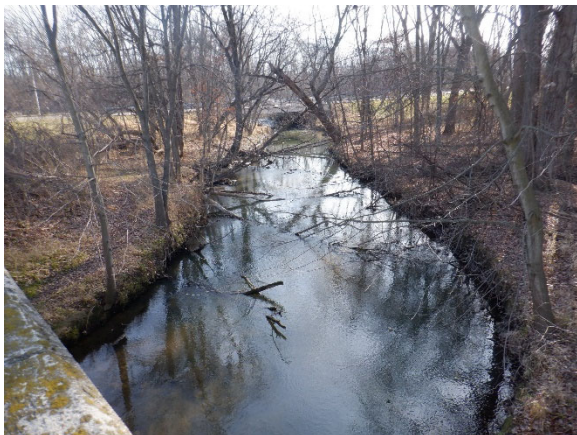
The Grand Valley Metro Council 2045 Metropolitan Transportation Plan and the City of Wyoming 2021 Master Plan were reviewed in an effort to evaluate the future transportation needs for the corridor in which the structure is located. While the area continues to see growth and development, there are no significant changes anticipated in transportation modes or volumes along 44th Street between Byron Center Avenue and Burlingame Avenue. There are also no designated bike lanes or shared use paths currently planned for this segment.

Crash Analysis

A review of the crash history from 2018 through 2022 revealed that most crashes in the vicinity of the culvert were related to the intersection at Burlingame Avenue and consisted of rear-end or side-swipe crashes. A couple of fail-to-yield crashes occurred at the median cross-over west of the structure. There were also two reckless driving crashes where a vehicle ran off the road to the right. A majority of crashes were property damage only and a few others resulted in minor injuries. No severe injuries or fatalities were noted in the analysis timeframe. The types of crashes observed at this location are typical for a high-traffic suburban roadway near a major intersection. Making significant geometric changes to the roadway in an attempt to reduce crashes is not recommended as it would have a high cost/benefit ratio.

Environmental Concerns

A future rehab or replacement project will need to take into consideration the potential for impacts on sensitive environmental resources in the area surrounding the structure. Buck Creek is a natural stream containing a variety of wildlife. It is a Type 4 Designated Trout Stream, and no work in the water will be allowed during spawning periods which occur from October through April. Eastern Box Turtle has been found in the area, and consultation with the Department of Natural Resources (DNR) is recommended to evaluate potential impacts. Empty mussel shells were found on the stream bottom in late September which is after the active season for mussels. It is likely that Buck Creek is inhabited by live mussels, but it is unknown if there are any state or federal endangered species present. Consultation with the DNR is recommended to determine if a mussel survey will be required. Any tree removals would need to occur between October 1st and April 14th to avoid disturbance of the federally endangered Indiana Bat and Northern Long-Eared Bat.



Upstream section (looking southeast)



Downstream section (looking northwest)

Buck Creek Nature Preserve is located north of the structure and is classified as a Conservation and Recreation Land (Section 6f of the Land and Water Conservation Fund Act). Wetlands are also located along Buck Creek upstream and downstream of the structure, and a professional delineation should be completed to determine the potential for impacts. Finally, floodplain impacts would need to be considered for any rehab or replacement project that involves construction below the 100-year water surface elevation which is approximately 2 feet below the culvert crown.

A preliminary environmental review was conducted by EGLE and consisted of an onsite meeting with a follow-up letter describing the environmental and permitting concerns. A copy of the letter is included in Appendix D.

STRUCTURE REPAIR OPTIONS

Based on the inspection findings, site review, and environmental considerations, the following options are being considered for the 44th Street bridge over Buck Creek.

Option 1: Bridge Rehabilitation

Option 2: Bridge Replacement

There is a substantial difference in estimated cost between these two options, and it will be important to review the overall impacts and life expectancy of each option to determine the recommended course of action.

Option 1: Bridge Rehabilitation

Proposed Structure Improvements

- ❖ Widen existing footings along each culvert wall to allow for structural lining.
- ❖ Install a culvert liner (corrugated structural steel plate arch) into the existing culvert.
- ❖ Fill the space between the original culvert and the liner with grout, enabling the structural plate liner to carry full design and legal loads.
- ❖ Place riprap along exposed footings.
- ❖ Remove excess sediment from the east barrel to improve hydraulic capacity.
- ❖ Install underdrains between the culvert barrels and outside each barrel to collect and route groundwater away from the structure.



Example culvert lining project

The culvert liner will be designed for HL-93 modified loading and is anticipated to have a design life of 50 to 75 years. The cost of rehabilitation is estimated at \$996,000. The cost estimate is included in Appendix A, and a concept plan is shown in Appendix C. It is expected that work could be done with a single lane closure in each direction for staging of the contractor's equipment. Underdrain could be bored from each end through the headwall to avoid excavating below the roadway.

The primary advantages of this option are lower cost and the ability to maintain traffic over the structure during construction. The design life is similar to that of a new structure. Similar rehabilitation has been successfully performed on many culvert structures throughout the United States. The only concern is that hydraulic capacity would need to be evaluated since the lining would result in a slightly smaller flow area. It is expected that the loss of flow area could be compensated by removing excess sediment from the east barrel. A detailed hydraulic study will need to be performed, and a permit will have to be obtained from the Michigan Department of Environment, Great Lakes and Energy (EGLE).

Option 2: Bridge Replacement

A full structure replacement would involve removing the existing CMP culverts, concrete footings, piles, and headwalls and constructing a new clear span bridge. The proposed structure would be designed for HL-93 modified loading and would have a design life of 75 to 100 years. The cost for full replacement is estimated at \$5,819,000. The cost estimate is included in Appendix B, and a concept plan is shown in Appendix C. The cost estimate was developed assuming a full detour. Part width construction would cost substantially more due to the additional traffic control and time involved. It is anticipated that traffic could be detoured along Byron Center Avenue, 36th Street, and Burlingame Avenue.

The recommendations for the proposed structure are as follows.

- ❖ 60-foot clear span with a 10-degree skew for better alignment with the stream.
- ❖ 36-inch x 49-inch Bulb-Tee Beams.
- ❖ 9-inch concrete deck.
- ❖ 28-foot clear width for westbound traffic including two 12-foot through lanes and 2-foot shoulders.
- ❖ 42.5-foot clear width for eastbound traffic including two 12-foot lanes, 12-foot left turn lane for Burlingame Avenue, 2.5-foot offset for turn lane, and 2-foot shoulders.
- ❖ 3-foot wide concrete median between westbound and eastbound traffic.
- ❖ 10-foot sidewalk each side.
- ❖ Bridge Railing, 4 Tube each side.
- ❖ Cantilever abutments with return wall on concrete footings and pile foundation.

With the posted speed limit of 45 mph, no significant changes to the bridge or approach geometry are anticipated. Due to the proximity of the structure to the Burlingame Avenue intersection, increasing the grade at the structure is not recommended. All of the approach reconstruction would occur west of the intersection.

RECOMMENDATIONS AND CONCLUSION

In conclusion, Structure 5252 on 44th Street over Buck Creek is in need of repairs due to significant corrosion of the culvert structure. Delaying repairs may eventually result in the need to post the structure for reduced loading or restrict traffic. Two options were presented for repair: Option 1 (rehabilitation) and Option 2 (replacement). Due to the fact that the rehabilitation option would be much less expensive and would result in less traffic disruption without a substantial decrease in design life, this is the recommended option.

APPENDIX A

REHABILITATION COST ESTIMATE

Exhibit 4 - Cost Estimating Worksheet

2024

**BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -**

REV. 02/6/2024

OWNER: WYOMING	FISCAL YEAR: 2027	DATE: 3/20/2024
REGION: Grand	LENGTH 58.7	ENGINEER: RWL
TSC: Grand Rapids	MP: 3.323	WIDTH 98.8
	PR: 3410284	WIDTH 52.2
LOCATION: 44TH STREET over BUCK CREEK	DECK AREA: 5,800	STRUCTURE ID: 5252
PRIMARY WORK ACTIVITY: Culvert Lining	CLEAR ROADWAY: 3,064	BRIDGE ID: N/A
OTHER WORK: Footing extension, riprap, drainage	SFT	STR. TYPE: Steel Culvert

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$525.00/SFT	
Multiple Spans, Over Water	Length > 100ft		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water			SFT	\$50.00/SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00/FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00/FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty)		SYD	\$48.00/SYD	
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(penetrates cracks in bridge deck)		SYD	\$30.00/SYD	
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints			FT	\$28.00/FT	
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Culvert lining materials	(Contech estimated \$950/ft)	200.0	FT	\$950.00/FT	\$190,000.00
Culvert lining installation	(assemble plates, move into place, form and pump in grout)	200.0	FT	\$1,100.00/FT	\$220,000.00
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00/SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Footing Extension	(1.5'x1' concrete block doweled into existing footing)	400.0	FT	\$200.00/FT	\$80,000.00
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00/CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Cofferdams		1.0	LSUM	\$100,000.00/LSUM	\$100,000.00
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout	(remove excess sediment from east barrel)	100.0	FT	\$125.00/FT	\$12,500.00
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(add riprap along exposed footing in west barrel)	25.0	SYD	\$275.00/SYD	\$6,875.00
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Drainage Repairs	(add drainage and outlet for water between barrels)	1.0	LSUM	\$50,000.00/LSUM	\$50,000.00
				BASE STRUCTURE CONSTRUCTION BUDGET	\$659,375
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	10	%	\$65,937.50	\$66,000
MOBILIZATION	(estimate at 10%)	10	%	\$725,000.00	\$73,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$798,000.00	\$96,000
				STRUCTURE CONSTRUCTION BUDGET	\$894,000
ROAD WORK					
Approach Pavement, 12" RC	(incl. removal; add curb, gutter, guardrail) 40' ea. end		SYD	\$230.00/SYD	
Approach Curb & Gutter	(incl. removal) 40' ea. quadrant		FT	\$57.00/FT	
Guardrail Anchorage to Bridge	(each quadrant)		EA	\$2,540.00/EA	
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)		EA	\$3,900.00/EA	
Roadway Approach Work	(beyond approach pavement)		LSUM	\$450,000.00/LSUM	
Utilities			LSUM	LSUM	
TRAFFIC CONTROL Unit Cost to be determined by Region or TSC Traffic & Safety					
Part Width Construction			LSUM	LSUM	
Lane Closures		1.0	LSUM	\$75,000.00/LSUM	\$75,000.00
Temporary Traffic Signals			set	/set	
RR Flagging			LSUM	LSUM	
Detour	min. \$30,000		LSUM	\$75,000.00/LSUM	
				BASE ROAD/TRAFFIC CONSTRUCTION BUDGET	\$75,000
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	10	%	\$75,000.00	\$8,000
MOBILIZATION	(estimate at 10%)	10	%	\$83,000.00	\$8,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$91,000.00	\$11,000
				RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET	\$102,000

(Does not include PE or CE)		TOTAL CONSTRUCTION BUDGET	\$996,000
(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE, PE & PE-S)		% CE	CON BUDGET \$0
		% PE	PE BUDGET \$0
		% PE	PE-S BUDGET \$0

APPENDIX B

REPLACEMENT COST ESTIMATE

Exhibit 4 - Cost Estimating Worksheet

2024

**BRIDGE COST ESTIMATE WORKSHEET
- CPM, REHAB, REPLACE -**

REV. 02/6/2024

OWNER: WYOMING	FISCAL YEAR: 2027	DATE: 3/20/2024
REGION: Grand	LENGTH 58.7	ENGINEER: RWL
TSC: Grand Rapids	MP: 3.323	STRUCTURE ID: 5252
	PR: 3410284	BRIDGE ID: N/A
LOCATION: 44TH STREET over BUCK CREEK	DECK AREA: 5,800	STR. TYPE: Steel
PRIMARY WORK ACTIVITY: Bridge Replacement	CLEAR ROADWAY: 3,064	Culvert

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$435.00/SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT) - 66'Lx97'W	6,402.0	SFT	\$525.00/SFT	\$3,361,050.00
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$470.00/SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$565.00/SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$310.00/SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$315.00/SFT	
WIDENING					
Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00/SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00/SFT	
DEMOLITION					
Entire Structure, Grade Separation			SFT	\$75.00/SFT	
Entire Structure, Over Water		5,800.0	SFT	\$50.00/SFT	\$290,000.00
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00/FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00/FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00/SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00/SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
Epoxy Overlay	(incl. warranty)		SYD	\$48.00/SYD	
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00/FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00/FT	
Full Depth Patch			SFT	\$140.00/SFT	
Healer / Sealer	(penetrates cracks in bridge deck)		SYD	\$30.00/SYD	
HMA Overlay with WP membrane			SYD	\$60.00/SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00/SYD	
Reseal Bridge Joints			FT	\$28.00/FT	
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00/SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00/EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00/EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00/FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00/SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00/SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00/EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00/EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00/EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00/EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00/CFT	
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00/CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00/SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00/EA	
MISCELLANEOUS					
Articulating Concrete Block System (ACB)			SYD	\$320.00/SYD	
Concrete Surface Coating			SYD	\$47.00/SYD	
Culvert Cleanout			FT	\$125.00/FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00/FT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00/FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00/SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00/SFT	
Slope Protection Repairs			SYD	\$150.00/SYD	
Other					

NOTE: Unit cost changed from \$95/sft to \$50/sft since existing structure is CMP culverts on footings with headwalls.

				BASE STRUCTURE CONSTRUCTION BUDGET	\$3,651,050
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	10	%	\$3,651,000.00	\$365,000
MOBILIZATION	(estimate at 10%)	10	%	\$4,016,000.00	\$402,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$4,418,000.00	\$530,000
				STRUCTURE CONSTRUCTION BUDGET	\$4,948,000

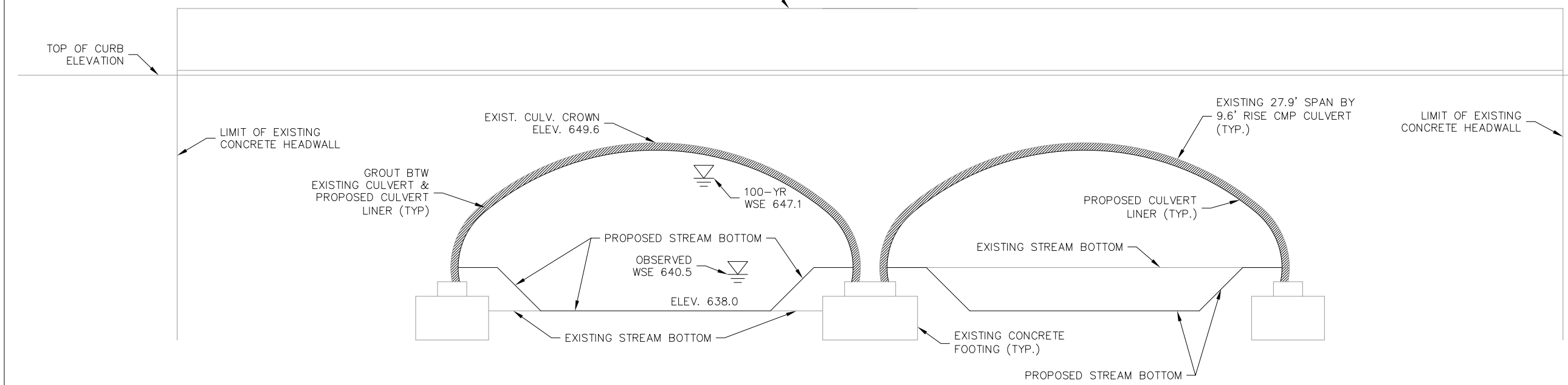
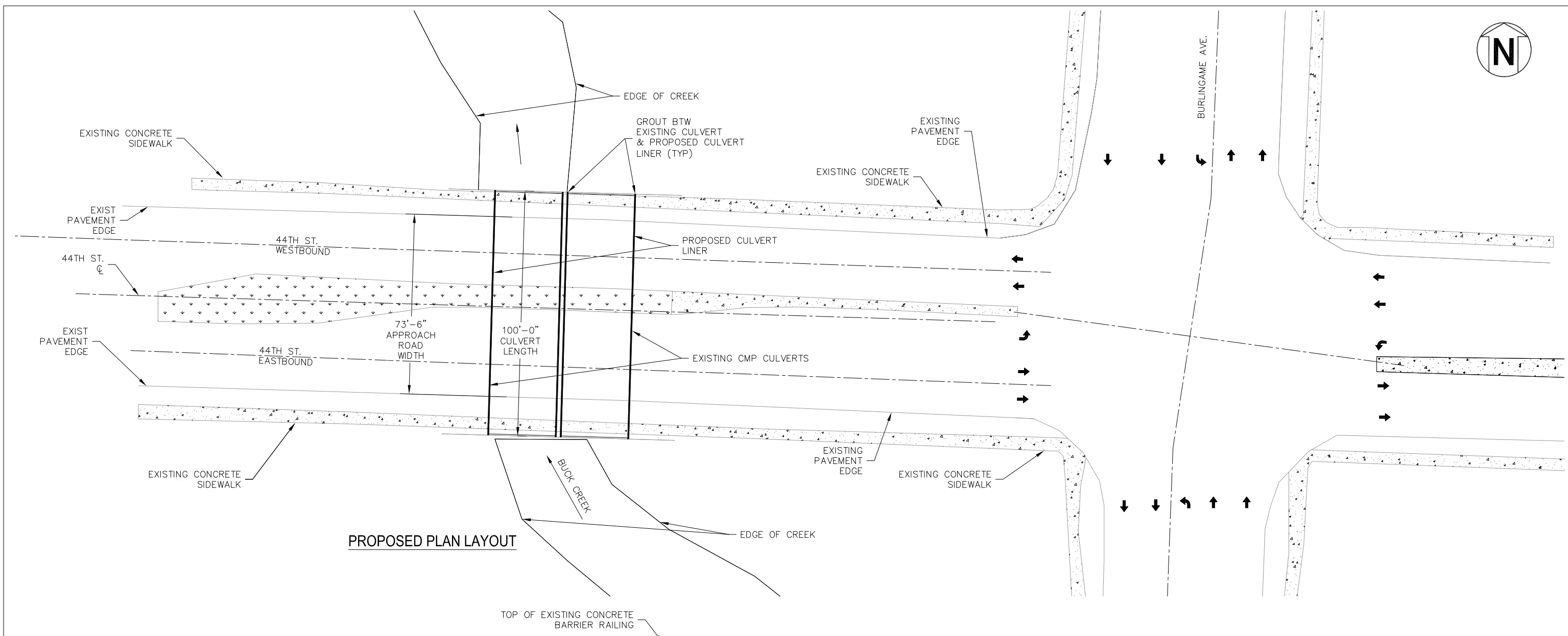
ROAD WORK					
Approach Pavement, 12" RC	(incl. removal; add curb, gutter, guardrail) 40' ea. end	400.0	SYD	\$230.00/SYD	\$92,000.00
Approach Curb & Gutter	(incl. removal) 40' ea. quadrant		FT	\$57.00/FT	
Guardrail Anchorage to Bridge	(each quadrant)	4.0	EA	\$2,540.00/EA	\$10,160.00
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00/FT	
Guardrail Terminal	(each quadrant)	4.0	EA	\$3,900.00/EA	\$15,600.00
Roadway Approach Work	(beyond approach pavement)	1.0	LSUM	\$450,000.00/LSUM	\$450,000.00
Utilities			LSUM	LSUM	
TRAFFIC CONTROL <i>Unit Cost to be determined by Region or TSC Traffic & Safety</i>					
Part Width Construction			LSUM	LSUM	
Crossovers			EA	/EA	
Temporary Traffic Signals			set	/set	
RR Flagging			LSUM	LSUM	
Detour	min. \$30,000	1.0	LSUM	\$75,000.00/LSUM	\$75,000.00

				BASE ROAD/TRAFFIC CONSTRUCTION BUDGET	\$642,760
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	10	%	\$643,000.00	\$64,000
MOBILIZATION	(estimate at 10%)	10	%	\$707,000.00	\$71,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$778,000.00	\$93,000
				RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET	\$871,000

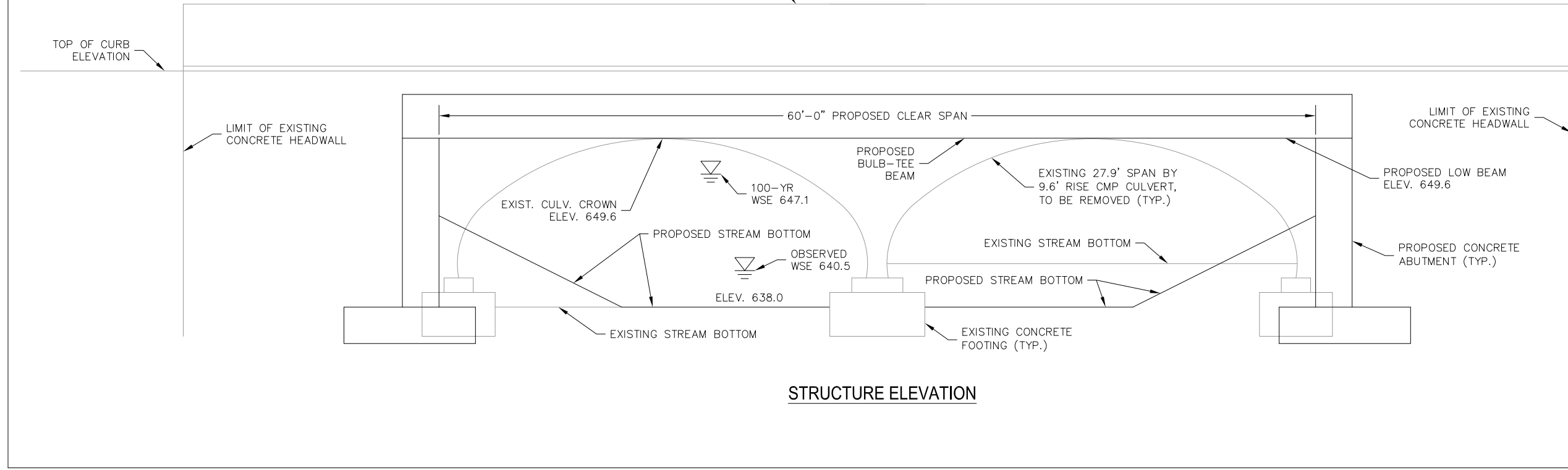
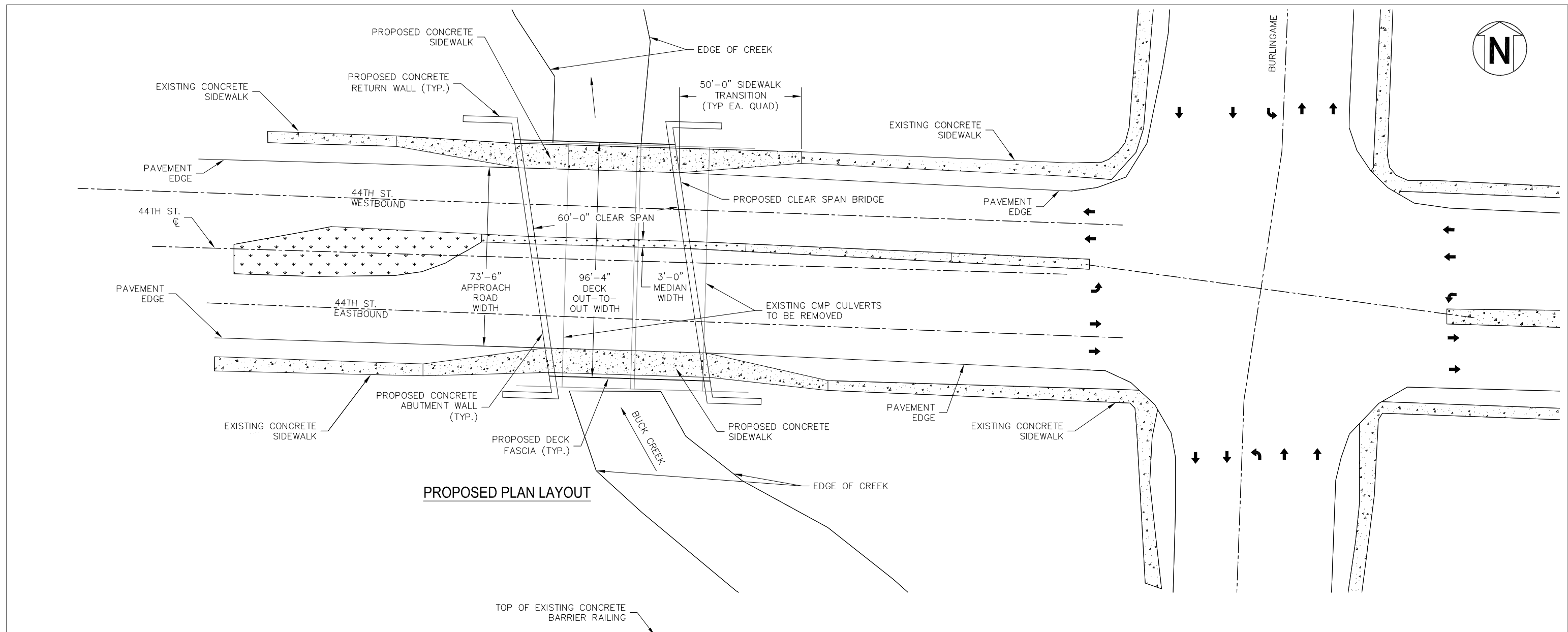
(Does not include PE or CE)		TOTAL CONSTRUCTION BUDGET	\$5,819,000
(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE, PE & PE-S)	% CE	CON BUDGET	\$0
	% PE	PE BUDGET	\$0
	% PE	PE-S BUDGET	\$0

APPENDIX C

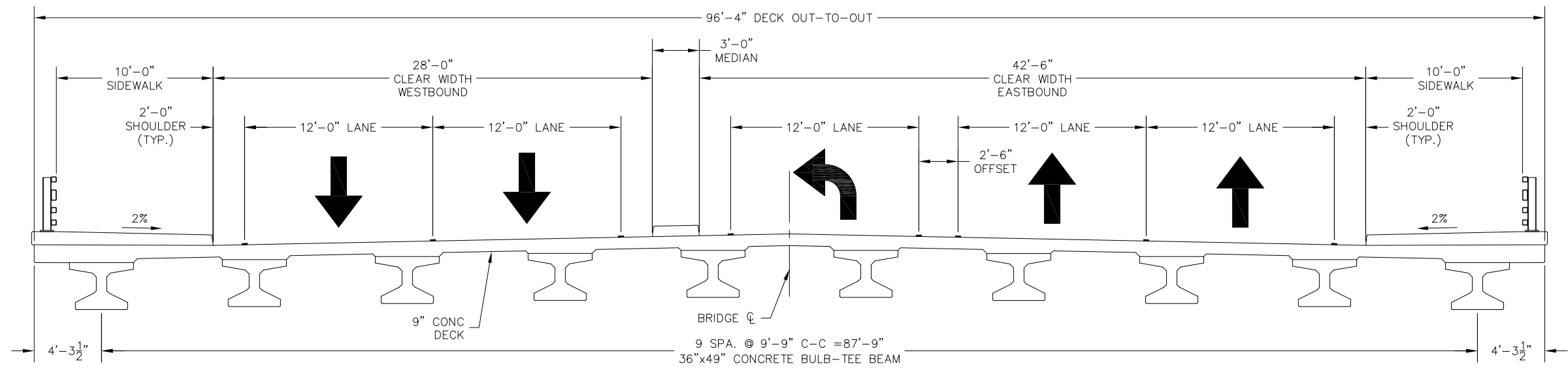
CONCEPT PLANS



CITY OF WYOMING	
OPTION 1: BRIDGE REHABILITATION	
GENERAL PLAN OF STRUCTURE	
44TH STREET	
OVER BUCK CREEK	
SCECO	
SCOTT CIVIL ENGINEERING COMPANY	
GRAND RAPIDS, MICHIGAN	
DRAWN	AE
CHECKED	RWL
DATE	3/20/24
1	
1	
SN 5252	



CITY OF WYOMING			
OPTION 2: BRIDGE REPLACEMENT			
GENERAL PLAN OF STRUCTURE			
44TH STREET			
OVER BUCK CREEK			
SCECO			
SCOTT CIVIL ENGINEERING COMPANY			
GRAND RAPIDS, MICHIGAN			
DRAWN	SAM	CHECKED	RWL
		DATE	3/20/24
			1
			2
SN 5252			



PROPOSED STRUCTURE SECTION
LOOKING EAST

CITY OF WYOMING			
OPTION 2: BRIDGE REPLACEMENT			
GENERAL PLAN OF STRUCTURE			
44TH STREET			
OVER BUCK CREEK			
			2
SCOTT CIVIL ENGINEERING COMPANY			2
GRAND RAPIDS, MICHIGAN			
DRAWN	RWL	CHECKED	DATE 3/20/24
SN 5252			

APPENDIX D

EGLE PRELIMINARY REVIEW LETTER



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



PHILLIP D. ROOS
DIRECTOR

February 26, 2024

VIA EMAIL

Russ Henckel
City of Wyoming
2660 Burlingame Avenue SW
Wyoming, Michigan 49509

Dear Russ Henckel:

SUBJECT: Preliminary Review Submission Number HQ0-XNF0-91A0T
44th Street over Buck Creek
Kent County, Michigan

The Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD), has completed a preliminary review of your proposal to replace the 44th Street Crossing over Buck Creek.

Permits will be required under the authority of the Floodplain Regulatory Authority found in Part 31, Water Resources Protection, and Part 301, Inland Lakes and Streams, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Other permit requirements may be identified at a later date as the project's total impacts develop.

EGLE visited the site with Scott Civil Engineering on February 14, 2024, to determine alignment and sizing for a replacement structure. The existing crossing is dual culverts with a 46-foot span. The eastern culvert was full of sediment and the majority of the flow was directed into the western culvert. The bankfull width of Buck Creek was determined to be approximately 52-feet.

The replacement structure should be a single span structure that spans the bankfull width of Buck Creek. Any replacement structure should be skewed to better align with the centerline of the stream. Reshaping of the banks and stream channel around the structure may be necessary to help with alignment. Any reshaping should be minimized to the greatest extent possible and kept under 25-feet on either side. Reshaped banks should be free of riprap and set at bankfull height to improve connectivity with the adjacent floodplain.

If a project has wetland impacts, it must be demonstrated that it is in the public interest, that the activity is primarily dependent on being in the wetland, that a feasible and prudent alternative does not exist (including no-build), and the activity is otherwise lawful. If wetland losses are demonstrated as unavoidable through the project's design stage, all efforts should be made to minimize impacts to this resource to the greatest extent practical. This can be accomplished by using guardrail or otherwise minimizing the roadway width and side slopes to the extent current safety standards will allow.

Depending on the scope of your project, mitigation may be required. If the proposed project meets the minor project category, wetland losses between 0.10 and 0.33 acres per wetland complex, up to 1-acre total per project, may be compensated for at a minimum 1.0 to 1.0 ratio. Wetland losses above these figures require higher mitigation ratios.

If the proposed project does not meet the minor project category, standard mitigation ratios will apply. A mitigation site and a five-year (minimum) monitoring schedule will be required in this situation to be submitted at the time of application. If it is determined that the drainage area of the stream is greater than two square miles, then a hydraulic analysis may be necessary to show the proposed project will not adversely affect the flood carrying capacity of the watercourse or adjacent properties compared to existing conditions.

If one or more of the following conditions exist for this project, a hydraulic analysis comparing proposed and existing conditions for a range of flows up to and including the 100-year peak flow value should be submitted:

- Increased road grade, unless available data shows there is no weir flow over top of the existing road.
- Reduced structure effective end area.
- Reduced structure span or rise even when the total end area is equal or larger.
- Change in the proposed structure material resulting in an increase in the Manning's (N) coefficient (i.e., going from concrete to corrugated metal).
- Change in the structure entry type that increases the entry loss.
- Higher structure invert or streambed elevation.
- Increased length of the proposed structure or adding extensions that total more than 24 feet.

Any nonharmful increase in flood stage not confined to the applicant's property will require the following:

- A flood damage certification verifying that the change from existing flow characteristics will not result in a harmful interference.
- An affected property owner statement from each impacted property owner.

The certification and statement shall be in accordance with the Damage Assessment Guidelines available at: www://michigan.gov/deq/0,1607,7-135-3313_3684_15299-11304--,00.html

In general, if the proposed project includes any earth changing activities within 500-feet of a lake or stream, or disturbs one or more acre of land, then a Soil Erosion and Sedimentation Control permit is required. Also, if a construction site disturbs five or more acres, a Notice of Coverage under the Permit-by-Rule for storm water discharges is required.

A resource search showed occurrences of Eastern Box Turtle (*Terrapene carolina carolina*) around the project area. Further consultation with the Michigan Department of Natural resources is recommend prior to applying for permits.

Buck Creek is listed as a Type 4 Designated Trout Stream. In-water work restrictions will be in effect from October 1st through April 30th. (based on 2/26/2024 email)

To avoid disturbance of Northern long-eared bat or Indiana bat, which are federally listed as an endangered species, any tree larger than 3-inches in diameter shall not be cut between April 15th and September 30 of any year.

Environmental documents and/or plans submitted with EGLE permit application should include a vicinity map, existing and proposed plan and profile sheet cross sections, dredge and fill quantities, proposed grade elevations, and a detailed soil erosion control plan. The document should also describe delineated wetland locations, types of wetlands involved, their resource values, total wetland acreage on site, number of acres impacted, and a mitigation plan.

When submitting an application for an EGLE permit, please reference the preliminary submission number.

Thank you for the opportunity to review and provide preliminary comments on this proposal. Should you have further questions or concerns, please feel free to contact me at 616-295-2787; JohnsonB67@Michigan.gov or EGLE, Grand Rapids District Office, 350 Ottawa Avenue NW, Unit 10, Grand Rapids, Michigan 49503

Sincerely,



Benjamin Johnson
Transportation Review Unit
Water Resources Division

cc: Mark Mills, Department of Natural Resources, Wildlife Division
Brian Gunderman, Department of Natural Resources, Fisheries Division
Addie Dutton, Department of Natural Resources, Fisheries Division
Robert Lothschutz, Scott Civil Engineering

APPENDIX E
BRIDGE INSPECTION REPORT

STR 5252
44TH STREET OVER BUCK CREEK

SCECO
SCOTT CIVIL ENGINEERING CO.

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5252

CULVERT SAFETY INSPECTION REPORT

Facility 44TH STREET	Latitude / Longitude 42.8844 / -85.7063	MDOT Structure ID 414745500040B01	Structure Condition Serious Condition(3)	
Feature BUCK CREEK	Length / Width / Spans 58.7 / 98.8 / 2	Owner City: WYOMING(7455)		
Location IN WYOMING	Built / Recon. / Paint / Ovly. 1976 / / /	TSC Grand Rapids(11)	Operational Status A Open, no restriction(A)	
Region / County Grand(3) / Kent(41)	Material / Design 3 Steel / 19 Culvert	Last NBI Inspection 09/19/2023 / ZBAK	Scour Evaluation 5 Stable w/in footing	

CULVERT INSPECTION

ZBAK

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Robert Lothschutz	Scott Civil Engineering Company	12	09/19/2023

GENERAL NOTES

Poor. Appeared work was being done in the median near the culvert - small amount of excavation with exposed irrigation valve, no one on site during inspection. Significant leakage with water flowing through culvert joints observed during inspection. Notified the City about the issue. Seasonal shut-off of the irrigation system occurred within a day or two following the inspection. City staff went out to look at the culvert later in the week and said it was dry. City plans to investigate cause of leakage and do a repair if necessary this fall or early next spring.

In 2022, a hole developed in the culvert with loss of liquefied backfill observed during the inspection. City sent out a crew to vac out the loose saturated soil over the hole, plugged the hole with hydraulic cement, then backfilled with compact material.

Keep inspection frequency at 12 months due to the possibility of additional holes forming.

Previous erosion in SE quad with undermining of sidewalk, shored up with plywood and new concrete sidewalk section.

NBI INSPECTION

	09/20	09/22	09/23	
1. Culvert Rating (SIA-62)	4	3	3	(09/23) (09/22) (09/20)
2. Channel (SIA-61)	4	4	4	All flow is through west barrel. East barrel filling with sand, 2-3 ft above stream bottom elevation in west barrel. Riprap along most of west footing and south end of center footing. No undermining noted. Poor alignment of stream and culvert. Some debris in channel. (09/23) All flow is through west barrel. East barrel filling with sand, 2-3 ft above stream bottom elevation in west barrel. Riprap along most of west footing and south end of center footing. No undermining noted. Poor alignment of stream and culvert. Some debris in channel. (09/22) All flow is through west barrel. East barrel filling with sand, 2-3 ft above stream bottom elevation in west barrel. Riprap along most of west footing and south end of center footing. No undermining noted. Poor alignment of stream and culvert. Some debris in channel. (09/20)
3. Scour	6	5	5	Riprap placed along most of west footing and south end of center footing. North end of west footing has up to 12" of lower footing face exposed. No undermining noted. South end of center footing has top of lower footing exposed. Footings are 3' thick and pile supported. (09/23) Riprap placed along most of west footing and south end of center footing. North end of west footing has up to 12" of lower footing face exposed. No undermining noted. South end of center footing has top of lower footing exposed. Footings are 3' thick and pile supported. (09/22) Riprap placed along most of west footing and south end of center footing. North end of west footing has up to 9" of lower footing face exposed. No undermining noted. Footings are pile supported. (09/20)

AASHTO ELEMENTS

(English Units)

Element Number	Element Name	Total Quantity	Unit	Good CS1	Fair CS2	Poor CS3	Severe CS4
Culvert							
240	Steel Culvert	200	ft	0 0%	100 50%	80 40%	20 10%

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5252

CULVERT SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
44TH STREET	42.8844 / -85.7063	414745500040B01	Serious Condition(3)	
Feature	Length / Width / Spans	Owner		
BUCK CREEK	58.7 / 98.8 / 2	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1976 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 19 Culvert	09/19/2023 / ZBAK	5 Stable w/in footing	

Both barrels have areas of heavy rust and scale with section loss near drains and at leaking joints, perforations starting in worst areas. In 2022, poked hole above drain in east barrel 40' from north end, liquified backfill started flowing out, estimated 6 cft lost before the flow stopped. City maintenance crew later opened up the area over the hole, plugged the hole with hydraulic cement, and backfilled with compact material. West barrel - hole in east wall 12' from north end and 10' from south end.

Noted substantial amount of water draining through joints (fast drips to streams of water). No loss of backfill noted during inspection. Leakage and corrosion is heaviest along interior walls. Metal is corroded through with exposed concrete on west wall of east barrel 40' from north end (under joint). Plans show concrete thrust block at this location. On west side of west barrel, CMP has scale at footing.

515	Steel Protective Coating	8800	sq.ft	1760	4400	1320	1320
				20%	50%	15%	15%
863	Culvert Headwall	2	(EA)	0	2	0	0
				0%	100%	0%	0%

South headwall has hairline vertical cracks and hairline map cracking with leakage between barrels. 2" gap between headwall bottom and top of center footing south side. North headwall has 2 hairline vertical cracks with leakage between barrels.

Scour Countermeasure

830	Plain Riprap	700	sq.ft	350	350	0	0
				50%	50%	0%	0%

Riprap along most of west footing and south end of center footing.

Other Elements

331	Re Conc Bridge Railing	186	ft	151	35	0	0
				81%	19%	0%	0%

Concrete barrier railings have vertical cracks every 2-5 ft. Skim coat is cracked and starting to flake off.

MISCELLANEOUS

Guard Rail

Item	Rating
36A. Bridge Railings	1
36B. Transitions	N
36C. Approach Guardrail	N
36D. Approach Guardrail Ends	N

Other Items

Item	Rating
71. Water Adequacy	5
72. Approach Alignment	8
Special Insp. Equipment	2
Underwater Insp. Method	1


RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Detailed Insp.	H	Investigate whether center median irrigation system is leaking, or may just be seepage through the ground after watering. Either way, water should be diverted before reaching the culvert to prevent further deterioration.
Channel Repair	M	Clean out east barrel.
Remove Debris	M	Remove debris from channel.
Culvert Repl.	H	Budget for replacement. CMP will continue to rust with current drainage situation.

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 5252

STRUCTURE INVENTORY AND APPRAISAL

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition	
44TH STREET	42.8844 / -85.7063	414745500040B01	Serious Condition(3)	
Feature	Length / Width / Spans	Owner		
BUCK CREEK	58.7 / 98.8 / 2	City: WYOMING(7455)		
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status	
IN WYOMING	1976 / / /	Grand Rapids(11)	A Open, no restriction(A)	
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation	
Grand(3) / Kent(41)	3 Steel / 19 Culvert	09/19/2023 / ZBAK	5 Stable w/in footing	

Bridge History, Type, Materials

27 - Year Built	1976
106 - Year Reconstructed	
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	3 19
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	7
80 - Post Type	
107 - Deck Type	N
108A - Wearing Surface	6
108B - Membrane	0
108C - Deck Protection	0

Structure Dimensions

34 - Skew	0
35 - Struct Flared	N
45 - Num Main Spans	2
46 - Num Apprs Spans	0
48 - Max Span Length	27.9
49 - Structure Length	58.7
50A - Width Left Curb/SW	4.9
50B - Width Right Curb/SW	5.9
33 - Median	3
51 - Width Curb to Curb	52.2
52 - Width Out to Out	98.8
112 - NBIS Length	Y

Inspection Data

90 - Inspection Date	09/19/2023
91 - Inspection Freq	12
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/Freq	N
93C - Oth Spec Insp Date	
92D - Fatigue Req/Freq	N
93D - Fatigue Insp Date	
176A - Und Water Insp Method	1
58 - Deck Rating	N
58A/B - Deck Surface/Bottom	
59 - Superstructure Rating	N
59A - Paint Rating	
60 - Substructure Rating	N
61 - Channel Rating	4
62 - Culvert Rating	3

Navigation Data

38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brgd Vert Clear	0

Route Carried By Structure(ON Record)

5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	1
5D - Route Number	02001
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr-Rt	99 99
PR Number	
Control Section	
11 - Mile Point	0
12 - Base Highway Network	1
13 - LRS Route-Subroute	0000034123 57
19 - Detour Length	4
20 - Toll Facility	3
26 - Functional Class	14
28A - Lanes On	5
29 - ADT	27397
30 - Year of ADT	2009
32 - Appr Roadway Width	72.2
32A/B - Ap Pvt Type/Width	4 72.01
42A - Service Type On	5
47L - Left Horizontal Clear	25.9
47R - Right Horizontal Clear	25.9
53 - Min Vert Clr Ov Deck	99 99
100 - STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	8
110 - Truck Network	0
114 - Future ADT	36900
115 - Year Future ADT	2029
Freeway	0

Structure Appraisal

36A - Bridge Railing	1
36B - Rail Transition	N
36C - Approach Rail	N
36D - Rail Termination	N
67 - Structure Evaluation	3
68 - Deck Geometry	2
69 - Underclearance	N
71 - Waterway Adequacy	5
72 - Approach Alignment	8
103 - Temporary Structure	
113 - Scour Criticality	5

Miscellaneous

37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	
143 - Pin & Hanger Code	
148 - No. of Pin & Hangers	

Route Under Structure (UNDER Record)

5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R - Best 3m Unclr-Rt	
PR Number	
Control Section	
11 - Mile Point	
12 - Base Highway Network	
13 - LRS Route-Subroute	
19 - Detour Length	
20 - Toll Facility	
26 - Functional Class	
28B - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B - Service Type Under	5
47L - Left Horizontal Clear	
47R - Right Horizontal Clear	
54A - Left Feature	
54B - Left Underclearance	99 99
54C - Right Feature	
54D - Right Clearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B - Right Horiz Clearance	99.9
56 - Left Horiz Clearance	0
100 - STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	

Proposed Improvements

75 - Type of Work	
76 - Length of Improvement	
94 - Bridge Cost	
95 - Roadway Cost	
96 - Total Cost	
97 - Year of Cost Estimate	

Load Rating and Posting

31 - Design Load	6
41 - Open, Posted, Closed	A
63 - Fed Oper Rtg Method	6
64F - Fed Oper Rtg Load	1.08
64MA - Mich Oper Rtg Method	6
64MB - Mich Oper Rtg	1.68
64MC - Mich Oper Truck	2
65 - Inv Rtg Method	6
66 - Inventory Load	.65
70 - Posting	5
141 - Posted Loading	
193 - Overload Class	

APPENDIX F
BRIDGE INSPECTION PHOTOS

STR 5252
44TH STREET OVER BUCK CREEK

SCECO
SCOTT CIVIL ENGINEERING CO.



ROAD SECTION OVER CULVERT, LOOKING WEST



IRRIGATION SYSTEM REPAIRS IN MEDIAN



NEW SIDEWALK SECTION IN SOUTHEAST QUAD



PLYWOOD BOARD HOLDING FILL IN SOUTHEAST QUAD



SOUTH CULVERT ELEVATION



VIEW THROUGH EAST BARREL



AREAS OF HEAVY CORROSION ON WEST WALL OF EAST BARREL



ACTIVE LEAKAGE THROUGH JOINT IN WEST WALL OF EAST BARREL UNDER MEDIAN



HOLE IN WEST WALL OF EAST BARREL WITH EXPOSED CONCRETE THRUST BLOCK, 40' FROM NORTH END



PREVIOUS HOLE IN WEST WALL OF EAST BARREL FILLED WITH HYDRAULIC CEMENT



VIEW THROUGH WEST BARREL



EXPOSED FOOTING ON WEST SIDE OF WEST BARREL AT NORTH END



HEAVY CORROSION ON EAST WALL OF WEST BARREL



HOLE IN EAST WALL OF WEST BARREL

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR ISOLATED ASPHALT PATCHING 2024
TO A-1 ASPHALT INC.

WHEREAS:

1. On Tuesday, March 19, 2024, the City received two bids for Isolated Asphalt Patching 2024.
2. The Public Works Department recommends that the City Council award the Isolated Asphalt Patching 2024 bid to A-1 Asphalt Inc. for a period of one year.
3. The cost of isolated patching is anticipated to be approximately \$600,000 for work performed during the 2024 calendar year. Sufficient funds have been budgeted in the street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 590-441-54200-930.000, 591-441-56200-930.000 and 591-441-56700-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to A-1 Asphalt Inc. for Isolated Patching for a period of one year.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for Isolated Asphalt Patching 2024.

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 April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Form – A-1 Asphalt Inc.

Resolution No. _____

STAFF REPORT

Date: April 1, 2024

Subject: Bid Award – Isolated Asphalt Patching

From: Jodie Theis, Public Services Supervisor

Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended the City Council award the Isolated Asphalt Patching bid to A-1 Asphalt Inc. for calendar year 2024 at a unit price of \$17.00 per square yard for removal of asphalt and \$127.00 per ton for 4EML asphalt. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Restoring public and private property that has been damaged from infrastructure maintenance is an important function in maintaining the City's aesthetics and safety. The use of a subcontractor to perform asphalt patching and restoration assists Public Works staff in providing quicker repairs.

DISCUSSION:

On March 19, 2024, the City received two bids for isolated asphalt patching. Invitations to bid were sent to twenty-four bidders and bid specifications were picked up by two potential bidders. The low bid was received from A-1 Asphalt Inc.

The unit pricing for scheduled full depth patch work is \$17.00 per square yard for removal of asphalt and \$127.00 per ton for 4EML asphalt. The unit price for removal of asphalt is a decrease of 11.5% from last year's unit price of \$19.00, and the unit price for 4EML asphalt is an increase of 44% from last year's unit price of \$88.00.

The unit pricing for scheduled 2" mill and fill work is \$10.00 per square yard for removal of asphalt and \$127.00 per ton for 4EML asphalt. The unit price for removal of asphalt is a decrease of 47% from last year's unit price of \$19.00, and the unit price for 4EML asphalt is an increase of 44% from last year's unit price of \$88.00.

The unit pricing for emergency full depth patch work is \$21.00 per square yard for removal of asphalt, \$150.00 per ton for 4EML asphalt and \$200.00 per ton for permanent winter mix asphalt. Emergency work pricing is new this year.

It is anticipated that the City will spend approximately \$600,000 on isolated patching for the 2024 calendar year.

BUDGET IMPACT:

Sufficient funds have been budgeted in the street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 590-441-54200-930.000, 591-441-56200-930.000 and 591-441-56700-930.000.

BID TABULATIONS:

CITY OF WYOMING

TABULATION OF BIDS
ON ISOLATED ASPHALT PATCHING 2024 - BID #2172

Opened By The City Clerk On March 19, 2024 At 11:00 a.m.

Pay Item	Unit	A-1 Asphalt Inc.		Superior Asphalt	
		Unit Cost for Full Depth Patch	Unit Cost For 2" Mill & Fills	Unit Cost for Full Depth Patch	Unit Cost For 2" Mill & Fills
SCHEDULED WORK					
HMA 4EML Asphalt	TON	\$ 127.00	\$ 127.00	\$ 185.00	\$ 185.00
Removal of Existing Asphalt	SQ. YD.	\$ 17.00	\$ 10.00	\$ 18.00	\$ 5.50
EMERGENCY WORK					
HMA 4EML Asphalt	TON	\$ 150.00	\$ 150.00	\$ 185.00	\$ 185.00
Permanent Winter Mix Asphalt	100 TONS	\$ 200.00	\$ 200.00	\$ 295.00	\$ 295.00
Removal of Existing Asphalt	SQ. YD.	\$ 21.00	\$ 12.00	\$ 18.00	\$ 5.50

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Contractor

By: _____
Signature of Bidder

Joe Murphy
Printed Name of Bidder

Sales Manager
Title

Date signed: 3/18/2024

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE
2024 GREENFIELD AVENUE WATERMAIN REPLACEMENT PROJECT AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On March 26, 2024, the City received two (2) bids for the 2024 Greenfield Avenue Watermain Replacement Project with Wyoming Excavators, Inc. submitting the low bid of \$1,838,214.
2. The bid is \$173,994 or 10% above the engineer's estimate and is in the best interest of the City to perform the aforementioned work.
3. The costs for this project can be financed out of the Capital Improvement Fund, Capital Outlay Watermains Account No. 400-441-57300-972.573.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the bid for the 2024 Greenfield Avenue Watermain Replacement Project from Wyoming Excavators, Inc. for \$1,838,214.
2. The City Council authorizes \$95,000 for contingency.
3. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
4. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Bid Tab
Contract Form

Resolution No. _____

STAFF REPORT

Date: March 27, 2024
Subject: 2024 Greenfield Avenue Watermain Replacement – Award of Bid
From: Jeffrey Oonk, Senior Civil Engineer
CC: Russ Henckel, Assistant Director of Public Works - Engineering
Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended the City Council award the 2024 Greenfield Avenue Watermain Replacement Project to Wyoming Excavators, Inc. in the amount of \$1,838,214 and approve a contingency of \$95,000 for a total of \$1,933,214.

COMMUNITY, SAFETY, STEWARDSHIP:

Reliable watermains provide safe potable water to residents and businesses for domestic use, industrial processes, and fire protection.

DISCUSSION:

Wyoming received two (2) bids for the 2024 Greenfield Avenue Watermain Replacement Project. The low bid was submitted by Wyoming Excavators, Inc. in the amount of \$1,838,214, which is 10% above the engineer's estimate of \$1,664,220.

The existing watermain in Greenfield Avenue was constructed in the 1940's and is near the end of its useful life. This project will include the replacement of the existing main and water services within the street right-of-way, along with resurfacing and restoration of the street.

The total project cost is \$1,975,000 including \$41,786 in engineering and testing and \$95,000 in contingency.

TABULATION:

Bid Tabulation is attached.

BUDGET IMPACT:

Sufficient funds are available in the Capital Improvement Fund, Capital Outlay Watermains Account No. 400-441-57300-972.573.

Bid Comparison

Contract ID: 2024.03
Description: Greenfield Ave Watermain
Location: Greenfield Ave
Projects(s): 2024.03

Rank Bidder	Total Bid	% Over Low	% Over Est.
0 ENGINEER'S ESTIMATE	\$1,664,220.00	-9.46%	0.00%
1 (14) Wyoming Excavators, Inc.	\$1,838,214.00	0.00%	10.45%
2 (2) Diversco Construction Co. Inc.	\$2,336,517.25	27.10%	40.39%

Line Description	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Wyoming Excavators, Inc. Bid Price	Total	(2) Diversco Construction Co. Inc. Bid Price	Total
0001 MOBILIZATION	1000	1	LSUM	\$75,000.00	\$75,000.00	\$91,500.00	\$91,500.00	\$188,000.00	\$188,000.00
0002 REMOVE TREES 8" TO 18"	1002	1	Ea	\$500.00	\$500.00	\$900.00	\$900.00	\$4,200.00	\$4,200.00
0003 REMOVE CURB AND GUTTER	1008	2,980	Ft	\$9.00	\$26,820.00	\$9.00	\$26,820.00	\$11.00	\$32,780.00
0004 REMOVE SIDEWALK	1035	2,395	Syd	\$9.00	\$21,555.00	\$9.00	\$21,555.00	\$13.00	\$31,135.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Wyoming Excavators, Inc. Bid Price	Total	(2) Diversco Construction Co. Inc. Bid Price	Total
0005	1045	REMOVE PAVEMENT	340	Syd	\$9.00	\$3,060.00	\$11.00	\$3,740.00	\$20.00	\$6,800.00
0006	1142	REMOVE EX COVER AND CASTINGS	33	Ea	\$175.00	\$5,775.00	\$200.00	\$6,600.00	\$150.00	\$4,950.00
0007	1143	REMOVE EX VALVE AND BOX	9	Ea	\$175.00	\$1,575.00	\$200.00	\$1,800.00	\$315.00	\$2,835.00
0008	1145	REMOVE EX DRAINAGE STRUCTURE	10	Ea	\$550.00	\$5,500.00	\$543.00	\$5,430.00	\$515.00	\$5,150.00
0009	1168	REMOVE EX HYDRANT	7	Ea	\$500.00	\$3,500.00	\$413.00	\$2,891.00	\$515.00	\$3,605.00
0010	1170	REMOVE EX WATERMAIN	120	Ft	\$16.00	\$1,920.00	\$14.00	\$1,680.00	\$32.00	\$3,840.00
0011	1216	COLD MILL - 3.5"	9,570	Syd	\$2.00	\$19,140.00	\$1.50	\$14,355.00	\$1.95	\$18,661.50
0012	1550	REMOVE CONCRETE	735	Syd	\$9.00	\$6,615.00	\$11.00	\$8,085.00	\$14.00	\$10,290.00
0013	4016	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)	10	Ea	\$3,750.00	\$37,500.00	\$3,625.00	\$36,250.00	\$2,619.00	\$26,190.00
0014	4031	COVER AND CASTING	29	Ea	\$600.00	\$17,400.00	\$500.00	\$14,500.00	\$600.00	\$17,400.00
0015	4032	CATCH BASIN COVER AND CASTING	15	Ea	\$800.00	\$12,000.00	\$780.00	\$11,700.00	\$735.00	\$11,025.00
0016	4201	STORM SEWER 12" (0' - 14' DEPTH)	100	Ft	\$125.00	\$12,500.00	\$70.00	\$7,000.00	\$95.00	\$9,500.00
0017	5040	HYDRANT	11	Ea	\$4,500.00	\$49,500.00	\$4,210.00	\$46,310.00	\$3,924.00	\$43,164.00
0018	5050	HYDRANT EXTENSION	3	Ea	\$500.00	\$1,500.00	\$710.00	\$2,130.00	\$725.00	\$2,175.00
0019	5076	VALVE 6"	11	Ea	\$1,850.00	\$20,350.00	\$1,795.00	\$19,745.00	\$2,100.00	\$23,100.00
0020	5077	VALVE 8"	6	Ea	\$2,500.00	\$15,000.00	\$2,515.00	\$15,090.00	\$2,700.00	\$16,200.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Wyoming Excavators, Inc. Bid Price	Total	(2) Diversco Construction Co. Inc. Bid Price	Total
0021	5101	D.I. CL 53 WATERMAIN 6"	120	Ft	\$100.00	\$12,000.00	\$119.00	\$14,280.00	\$155.20	\$18,624.00
0022	5102	D.I. CL 53 WATERMAIN 8"	3,465	Ft	\$105.00	\$363,825.00	\$126.00	\$436,590.00	\$135.70	\$470,200.50
0023	5201	6" D.I. WATERMAIN FITTING	18	Ea	\$900.00	\$16,200.00	\$789.00	\$14,202.00	\$948.00	\$17,064.00
0024	5202	8" D.I. WATERMAIN FITTING	22	Ea	\$1,000.00	\$22,000.00	\$1,020.00	\$22,440.00	\$1,002.00	\$22,044.00
0025	5605	1" WATER SERVICE, LONG SIDE	46	Ea	\$2,400.00	\$110,400.00	\$2,388.00	\$109,848.00	\$4,133.00	\$190,118.00
0026	5606	1" WATER SERVICE, SHORT SIDE	45	Ea	\$1,200.00	\$54,000.00	\$1,272.00	\$57,240.00	\$1,763.00	\$79,335.00
0027	5607	1.5" WATER SERVICE, LONG SIDE	1	Ea	\$2,800.00	\$2,800.00	\$3,860.00	\$3,860.00	\$6,030.00	\$6,030.00
0028	5608	1.5" WATER SERVICE, SHORT SIDE	1	Ea	\$1,800.00	\$1,800.00	\$2,063.00	\$2,063.00	\$2,642.00	\$2,642.00
0029	5722	8" X 12" TAPPING SLEEVE AND VALVE	2	Ea	\$2,500.00	\$5,000.00	\$6,213.00	\$12,426.00	\$6,469.00	\$12,938.00
0030	5790	BULKHEAD EX WATERMAIN	20	Ea	\$50.00	\$1,000.00	\$275.00	\$5,500.00	\$85.00	\$1,700.00
0031	6002	SUBGRADE UNDERCUTTING	1,115	Cyd	\$50.00	\$55,750.00	\$22.00	\$24,530.00	\$23.60	\$26,314.00
0032	6105	MISCELLANEOUS GRAVEL	175	Cyd	\$50.00	\$8,750.00	\$42.00	\$7,350.00	\$64.00	\$11,200.00
0033	6114	STREET GRADE	3,475	Ft	\$12.00	\$41,700.00	\$22.00	\$76,450.00	\$46.00	\$159,850.00
0034	6143	6" AGGREGATE BASE (CIP)	7,060	Syd	\$12.00	\$84,720.00	\$22.00	\$155,320.00	\$30.00	\$211,800.00
0035	6215	SIDEWALK RAMP, ADA	2,360	Sft	\$7.00	\$16,450.00	\$7.00	\$16,450.00	\$7.00	\$16,450.00
0036	6217	DETECTABLE WARNING PLATES	130	Ft	\$75.00	\$9,750.00	\$77.00	\$10,010.00	\$77.00	\$10,010.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Wyoming Excavators, Inc. Bid Price	Total	(2) Diversco Construction Co. Inc.	Bid Price	Total
0037	6240	CONCRETE CURB AND GUTTER, 30"	2,980	Ft	\$25.00	\$74,500.00	\$25.00	\$74,500.00		\$25.00	\$74,500.00
0038	6260	CONCRETE STEPS	30	Sft	\$15.00	\$450.00	\$200.00	\$6,000.00		\$200.00	\$6,000.00
0039	6270	CONCRETE SIDEWALK, 4"	19,035	Sft	\$4.00	\$76,140.00	\$4.20	\$79,947.00		\$4.20	\$79,947.00
0040	6272	CONCRETE SIDEWALK, 8"	160	Sft	\$8.00	\$1,280.00	\$5.00	\$800.00		\$5.00	\$800.00
0041	6280	CONCRETE PAVEMENT NON REINFORCED, 4"	710	Syd	\$36.00	\$25,560.00	\$42.00	\$29,820.00		\$42.00	\$29,820.00
0042	6284	CONCRETE PAVEMENT NON REINFORCED, 8"	25	Syd	\$70.00	\$1,750.00	\$48.00	\$1,200.00		\$48.00	\$1,200.00
0043	6295	ADJUST CASTINGS	50	Ea	\$580.00	\$29,000.00	\$649.00	\$32,450.00		\$754.00	\$37,700.00
0044	6305	HAND PATCHING	65	Ton	\$200.00	\$13,000.00	\$161.00	\$10,465.00		\$161.00	\$10,465.00
0045	6347	HMA MIXTURE - 4EML	1,356	Ton	\$85.00	\$115,260.00	\$85.00	\$115,260.00		\$85.00	\$115,260.00
0046	6348	HMA MIXTURE - 5EML	865	Ton	\$95.00	\$82,175.00	\$94.25	\$81,526.25		\$94.25	\$81,526.25
0047	7005	TOP SOIL 4" SCREENED	3,540	Syd	\$7.00	\$24,780.00	\$8.00	\$28,320.00		\$12.00	\$42,480.00
0048	7015	CLASS A SEED HYDRO-MULCH	3,540	Syd	\$3.00	\$10,620.00	\$2.50	\$8,850.00		\$3.15	\$11,151.00
0049	7023	EROSION CONTROL INLET SEDIMENT TRAP	28	Ea	\$125.00	\$3,500.00	\$130.00	\$3,640.00		\$155.00	\$4,340.00
0050	7126	LANDSCAPE RETAINING WALL	250	Sft	\$100.00	\$25,000.00	\$24.00	\$6,000.00		\$45.00	\$11,250.00
0051	8010	MINOR TRAFFIC CONTROL DEVICES	1	LSUM	\$30,000.00	\$30,000.00	\$44,725.75	\$44,725.75		\$104,508.00	\$104,508.00
0052	8110	BARRICADE TYPE III LIGHTED - FURNISHED	6	Ea	\$165.00	\$990.00	\$175.00	\$1,050.00		\$175.00	\$1,050.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Wyoming Excavators, Inc. Bid Price	Total	(2) Diversco Construction Co. Inc. Bid Price	Total
0053	8111	BARRICADE TYPE III LIGHTED - OPERATED	6	Ea	\$10.00	\$60.00	\$50.00	\$300.00	\$50.00	\$300.00
0054	8115	42 INCH CHANNELIZING DEVICE - FURNISHED	200	Ea	\$30.00	\$6,000.00	\$24.00	\$4,800.00	\$24.00	\$4,800.00
0055	8116	42 INCH CHANNELIZING DEVICE - OPERATED	200	Ea	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00
0056	8120	LIGHTED ARROW TYPE A - FURNISHED	2	Ea	\$500.00	\$1,000.00	\$850.00	\$1,700.00	\$850.00	\$1,700.00
0057	8121	LIGHTED ARROW TYPE A - OPERATED	2	Ea	\$50.00	\$100.00	\$10.00	\$20.00	\$100.00	\$200.00
Bid Totals:						\$1,664,220.00		\$1,838,214.00		\$2,336,517.25

CONTRACT FORM, CONTINUED

Page 2 of 2


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

City of Wyoming

By: _____
Kent Vanderwood, Mayor


By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: 

Signature of Bidder

NATHAN R POST

Printed Name of Bidder

VICE PRESIDENT

Title

Date signed: 3/26/24

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR WORKERS' COMPENSATION
THIRD PARTY ADMINISTRATION SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept the proposal from CompOne Administrators, Inc. for workers compensation third party administration services.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes acceptance of the proposal from CompOne Administrators, Inc. for workers' compensation third party administration services and authorizes the Mayor and City Clerk to execute 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 April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Proposal/Contract

Resolution No. _____

Date: April 4, 2024

Subject: Workers Compensation Third Party Administrator Services

From: Connor Zuidema, Human Resources Specialist
Emily Vande Griend, Assistant Director of Human Resources

CC: Kim Oostindie, Director of Human Resources

Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended City Council accept the proposal from CompOne Administrators to continue to provide workers compensation claims administration, safety and loss prevention, and medical bill review services.

COMMUNITY, SAFETY, STEWARDSHIP:

Partnering with a third party administrator for workers' compensation to provide expert medical and claims management is a contributor to mitigating workers' compensation costs. The third party administrator brings together claims review and management, clinical, return to work, and medical cost review, analysis, and expertise required to provide successful workers' compensation claim solutions and management.

By continuing to work with CompOne Administrators, the City ensures there is no interruption in service for workers compensation services to the City, which allows for continued efficiencies. Additionally, the proposal received provides for only a minimal increase in price of \$538 for the first year, with the next two years of the proposal remaining flat.

DISCUSSION:

CompOne Administrators provided the City with the attached proposal to continue to provide workers compensation service, including review of all claims and loss reports, cost containment services including medical and pharmacy fee reductions, working closely to assist injured employees in obtaining appropriate treatment, investigation of all claims, preparing claims for legal review, attendance at trials, mediations, and settlement conferences as appropriate, maintenance of a claims database, regular financial and statistical reports on losses, preparation of reports as required by the state, and ensuring compliance with state and federal laws.

CompOne Administrators has been an excellent and valuable partner to the City, working well with injured City employees and with Human Resources staff. The proposal provided by CompOne is a three-year proposal, with the option to extend for an additional two years. The first year of the proposal includes an increase of \$538; the next two years remain flat, with increases of \$650 for the fourth and fifth years.

BUDGET IMPACT:

Funds for TPA services are budgeted in account number 682-000-96500-911.010. The annual fixed cost for workers' compensation TPA services for FY2024-2025 will total \$20,500.

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(OVER \$8,500)
(NO RFP)

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

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

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

Effective Date means July 1, 2024.

Professional means Compone Administrators, Inc., a Michigan corporation of 39500 High Pointe Blvd, Suite 400, Novi, MI 48375.

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

Proposal means Professional's proposal attached as Exhibit B.

Services or Work means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

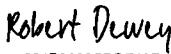
By: _____
Kelli VandenBerg, City Clerk

Date signed: April __, 2024

Approved as to form: 

Scott G. Smith, City Attorney

Compone Administrators, Inc.

By: 

224D9808CDDF49E
[Signature officer, director or principal of Professional]
Robert Dewey Chief Client Officer

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

Date signed: April 2, 2024

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. Qualifications. Professional represents and promises that:

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

B. Professional, any subcontractor, and all their 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. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. 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 other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or 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. Professional 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 Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Professional will use language assistance services in communications.

C. Professional 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 Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.

E. Professional 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.

4. Ethical Standards. To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will 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 Professional or of any parent, affiliate, or subsidiary organization 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. Professional will immediately notify City of any subsequently discovered changes in meeting the standards in this section.

5. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

6. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the RFP and Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the RFP and Proposal.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Professional 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 copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action.

8. Taxes. City is generally exempt from federal and 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 separately list amounts added for taxes.

9. Records. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

10. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. This contract is binding on Professional's successors and permitted assigns. No other persons are intended to benefit from this contract.

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

12. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating 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 receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. 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, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all 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.

13. Professional Liability and Risk Allocation.

A. Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.
2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.
3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

14. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
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 that may be in effect shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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 that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$1,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

15. General Terms.

- A. These terms and conditions may not be amended or modified except in writing signed by Professional 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).

EXHIBIT B
PROPOSAL

COMPONE

ADMINISTRATORS

PROPOSAL FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION, SAFETY & LOSS PREVENTION AND MEDICAL BILL REVIEW SERVICES

Submission Date: 3/27/2024

Prospective Client: City of Wyoming

Contract Term: This proposal is for a three-year contract period from 7/1/2024 - 6/30/2027. In addition are two one-year optional extensions.

Service Fee Flat fee: \$20,500 annually for the first three years. First one-year extension at \$21,150 annually and the 2nd one-year extension at \$21,800

The service fee is based on a Flat Fee pricing model. This rate is guaranteed for 3 years plus two optional one-year extensions.

Service Fee Includes:

- Claims Management
- Account Executive Services
- Claim System Access
- Claim Activity Reports

Annual Fees: The annual service fee can be billed in quarterly or annual installments.



Explanation of Proposal

Item	Term	Charge
Claims Management	Three-year Contract Optional: Two One-year extensions	The service fee is based on a Flat Fee at: 7/1/2024 - 6/30/2025 - \$20,500 7/1/2025 - 6/30/2026 - \$20,500 7/1/2026 - 6/30/2027 - \$20,500 Optional Years at: 7/1/2027 - 6/30/2028 - \$21,150 7/1/2028 - 6/30/2029 - \$21,800
Standard Reports	Monthly	Included
ISO Indexing	Per Inquiry	Current ISO Pricing, allocated to file
CMS Sec 111 Reporting (EDI)	Quarterly	Included
Escrow Bank Fees	Monthly	Charged to Escrow
State EDI Reporting (FROI/SROI)	Ongoing	\$2 per report
Claim System Access	As Requested	Unlimited Read Only Access
Manual Claim Entry	As submitted	\$10 Per manual entry (mail/Fax/Phone). Web Entry-Free

Life of Contract: Life of Contract applies to claim features reported during the contract term and covers handling until conclusion without additional charge as long as the client continues to renew subsequent contracts. If any subsequent contract is cancelled or not renewed, the client may require CompOne to return all open claims, unless CompOne and the client agree that CompOne will continue the administration of open claims for an additional negotiated fee per open claim feature.



Workers' Compensation Definitions:

Indemnity Claim: Any claim resulting in lost time, litigation, serious injury, fractures, severe burns, cumulative trauma, chemical exposure, subrogation, or death.

Medical Only: Claims for minor injuries with no lost time, no litigation, no subrogation activity and that are expected to resolve in less than six months with medical treatment. Two (2) point contact with employer and medical provider. Medical only files automatically convert to Advance Medical only claim pricing at 6 months or when they reach \$3,500 in paid medical expenses.

Record Only: The recording in CompOne's system of an incident that at some point in the future may have the potential to develop into a claim. Record Only claims will be identified as such upon presentation to CompOne and will have no adjuster/examiner involvement.

Managed Care Services

Item	Term	Charge	Estimated Annual Cost
Case Management with ManageAbility	As case requires	\$102/hour	Allocated to file
Utilization Review with ManageAbility	As case requires	\$102/hour	Allocated to file
Independent Medical Evaluations with ManageAbility IME	As case requires	Price specific to Doctor specialty	Allocated to file

Expert medical management remains a major contributor to mitigating Workers' Compensation claim costs. Managed care services are only utilized at customers' request and approval.

Medical Bill Review

Item	Term	Charge
Fee Schedule/U&C Review	Ongoing	\$8.50 per bill
PPO & Pharmacy Program % of Savings	Ongoing	30% of Savings



Safety & Loss Prevention

Item	Term	Charge
Safety Consulting with Rizikon	0 hours annually	N/A
Additional Hours	Upon request	\$150 per hour \$1200 per day

Quote in effect until: 7/1/2024



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www.compone.net

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SUITE 400 | Novi, MI 48375
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www.compone.net



COMPONE
ADMINISTRATORS

An FEM Group Company

04/15/24

Finance/laj

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR NETWORK SWITCH INSTALLATION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from People Driven Technology, Inc. for network switch installation in the total estimated amount of \$9,990.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from People Driven Technology, Inc. for network switch installation in the total estimated amount of \$9,990.00.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: April 3, 2024
Subject: Network Switch Installation Service
From: Todd Curran, Information Technology Supervisor
Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended City Council accept a proposal from People Driven Technology for network switch installation amount of \$9,990.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Using experienced third-party technicians to install network switches will save significant city staff time, reduce system downtime and help train City staff in the functionality of the technology.

DISCUSSION:

Cisco Nexus switches were purchased during the routine technology replacement for aging hardware. The switches are the backbone to the city's network infrastructure, servicing almost all of the computing needs for city staff. Nexus switches are a new technology, requiring specialized skills to install and configure. Using experienced vendor technicians will ensure a proper installation while providing valuable training for IT staff.

The IT Department sought competitive proposals for the installation and configuration of the switches, testing and cutting over to production, post deployment support, documentation and knowledge transfer.

Three proposals, summarized below, were received from trusted vendors. People Driven Technologies met the criteria and provided the lowest priced proposal. It is recommended that Council award this project to them.

<u>Vendor</u>	<u>Proposed Cost</u>
People Driven Technology	\$ 9,990
Dewpoint	10,000
Sentinel Technologies	14,000

BUDGET IMPACT:

Sufficient funding for this purchase is budgeted and available in the Information Technology Professional Services account 101-258-25800-801.000.

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: People Driven Technology, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
6300 Venture Hills Blvd SW
[Contractor's street address]
Byron Center, MI 49315
[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: April 16, 2024. 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

Contractor: People Driven Technology, Inc.

By: _____
Kent Vanderwood, Mayor

By: Joe Zanchetta
[Signature officer, director, or principal of Contractor]
Joe Zanchetta, Area VP
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: April 8, 2024

Date signed: _____, 20__

Approved as to form: [Signature]

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 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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-III/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-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 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.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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.

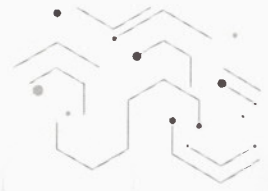
19. General Terms.

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).

**EXHIBIT B
PROPOSAL**

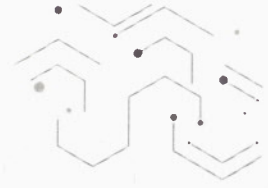


Statement of Work		
Customer Name: City of Wyoming	Project Name: Core Network Switch Deployment	Date: 4/1/24
Customer Contact: Todd Curran	Billing Type: <input checked="" type="checkbox"/> Fixed Fee <input type="checkbox"/> Time & Material <input type="checkbox"/> Expenses	Revision: 1.2
Account Executive: Bill Fedak	AE Contact: fedakb@peopledriven.com	

Scope of Work

City of Wyoming has asked People Driven Technology, Inc (“People Driven”) to provide professional services which will address the following:

- Project Kickoff
- Design Workshop and development of the People Driven Plan (PDP)
- Staging of all required hardware
 - Unbox, label, and asset tag
 - Power-on and burn-in
 - Upgrade to the latest recommended code version
 - Configure per the PDP
- Deploy (2) Cisco Nexus 3524P-XL network switches
 - Core network switches
 - Connect via dual 10G DAC
 - Configure Multi-chassis EtherChannel for dual-homed hosts and uplinks (vPC)
 - Re-use existing optics from existing Cisco 3850 network core
 - Migrate Layer 3 services
 - Migrate fiber distribution and host connections
- Deploy (1) Cisco Nexus 9348GC-FXP network switch
 - Layer 2 connectivity for data center and enterprise hosts
 - Connect via dual 10G DAC to core network switch
 - Client to provide PoE+ injectors to support wireless access points
- Assist in creating and executing post-installation validation plan
- Post-deployment support (up to 8 hours)
- Final Documentation
- Knowledge Transfer
- Project Closeout



Assumptions

1. Customer staff will be expected to actively participate on this engagement. People Driven will request that individuals with relevant domain, business, and/or technical expertise be made available, as required. These participants will be the acknowledged spokespersons for the areas they represent.
2. Customer will provide access to facilities and computer systems as required for People Driven's project team to perform tasks as outlined in this SOW.
3. Customer shall ensure that all environmental, and operational requirements are met prior to deployment. People Driven will not be held responsible for any configuration or troubleshooting of items not outlined in this SOW.
4. Customer shall verify the equipment location (work site) is prepared to perform the engagement services.
5. Customer shall make appropriate system maintenance window(s) available for People Driven, as needed, to prepare equipment.
6. Customer will be responsible for; and assumes the risk of any problems resulting from the content, completeness, accuracy and consistency of any data, materials and information supplied.
7. Customer will provide support from technical support teams for all vendors and third parties as necessary.
8. Customer will provide basic configuration information for network and authentication requirements.



Pricing

People Driven proposes to perform this engagement for a fixed price of \$9,990.00. Travel and expenses are included and will not be billed separately. Billing for this engagement will be based on milestones, as indicated in the table below. Should the project scope change significantly, People Driven will inform the project sponsor and mutually agree on any corresponding pricing changes prior to undertaking any out-of-scope work.

Milestone	Price
Project Closeout	\$9,990.00
Total	\$9,990.00

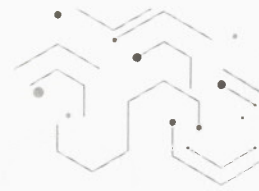
Acceptance

This Statement of Work (“SOW”) between City of Wyoming (“Customer”) and People Driven Technology, Inc (“People Driven”), a Michigan Company, is effective on the date of the second signature below (“Effective Date”). The SOW sets forth both Parties’ understanding of the Project objectives, scope and approach, deliverables, staffing and responsibilities, assumptions, terms, and project fees and expenses.

The performance of the Services pursuant to this SOW shall be governed by and subject to the terms and conditions set forth in Terms and Conditions, which by this reference is incorporated herein and made a part hereof.

This SOW is an offer that is good for thirty days. Upon acceptance and agreement to the terms contained in this proposal, return one signed copy of the proposal to your Account Executive listed in the title of this document. Do not hesitate to contact us with any questions. We look forward to finalizing the arrangements and working with you to bring this project to a rapid and successful conclusion.

City of Wyoming	People Driven Technology, Inc
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS.

1. **AGREEMENT:** People Driven Technology, Inc DOES NOT ACCEPT AND EXPRESSLY OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING ON ANY PURCHASE ORDER OR ACKNOWLEDGEMENT WHICH IS DIFFERENT FROM OR ADDITIONAL TO THOSE TERMS AND CONDITIONS CONTAINED HEREIN, EXPRESSLY INCLUDING, WITHOUT LIMITATION. ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN OR IN THE PRICE QUOTE. NO MODIFICATION OR WAIVER OF THESE TERMS WILL BE EFFECTIVE AGAINST People Driven Technology, Inc UNLESS SPECIFIED IN WRITING AND SIGNED BY People Driven Technology, Inc. THE RECEIPT OF THE PRICE QUOTE OR PAYMENT FOR THE PRODUCTS AND/OR SERVICES PROVIDED THEREUNDER SHALL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THE TERMS HEREOF.

2. **PRICING:** Prices for any Products or Services (each as defined below) purchased will be those specified in the Price Quote and will be valid for 30 days therefrom unless otherwise stated therein. "Products" shall refer to those software and hardware goods that are listed in the Price Quote. "Services" are those services performed by Product manufacturers and/or People Driven Technology, Inc (including its subcontractors) that are listed in the Price Quote. Unless otherwise stated in the Price Quote, prices do not include, and Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.

3. **PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice. People Driven Technology, Inc may require prepayment. People Driven Technology, Inc may charge Customer interest on all amounts unpaid after 30 days from the date of the invoice at the annual rate of the lesser of (i) 1.5% per month or (ii) the highest interest rate permitted by law. If any invoice is not paid when due, payment shall be considered late, and People Driven Technology, Inc may, at any time, suspend delivery or other performance with respect to any Products without liability or penalty and take all other action permitted under the Uniform Commercial Code available to it.

4. **DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.

5. **SHORTAGE CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.

6. **RETURNS:** Customer acknowledges that People Driven Technology, Inc shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.

7. **TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.

8. **WARRANTIES AND REMEDIES:** All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc represents, warrants and covenants that (i) People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof. Notwithstanding anything contained herein to the contrary, to the extent a manufacturer requires Products to be installed by People Driven Technology, Inc or such manufacturer in order for a warranty to be valid, neither People Driven Technology, Inc nor the Product manufacturer shall provide a warranty for any Products which are not installed, as applicable, by People Driven Technology, Inc or the Product manufacturer. EXCEPT AS SET FORTH HEREIN, People Driven Technology, Inc MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY SPECIFICALLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

9. **THIRD PARTY SOFTWARE AND INTELLECTUAL PROPERTY LICENSING.** Except for certain Products manufactured and/or supplied by EMC Corporation, which shall be subject to and governed by the sublicensing terms which will be provided upon request, any Software or other intellectual property included in or relating to Products and/or Services is supplied by its manufacturer or licensor (not People Driven Technology, Inc). People Driven Technology, Inc makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all third-party requirements with regard to proprietary and similar rights in and to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if People Driven Technology, Inc has broken the seal on any "shrink wrapped" Software. If Customer provides People Driven Technology, Inc with any intellectual property, Customer warrants that it has all necessary legal rights to such property. Customer will indemnify People Driven Technology, Inc against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of this section.

RESOLUTION NO. _____

RESOLUTION TO APPROVE GRANTING AND AUTHORIZING AND
DIRECTING THE MAYOR AND CITY CLERK TO SIGN AN EASEMENT
TO CONSUMERS ENERGY

WHEREAS:

1. The city center project includes the burying of electric power lines along 28th Street SW from Burlingame Avenue SW to Clyde Park Avenue SW.
2. Consumers Energy needs an easement along Michael Avenue SW on the city hall property in order to complete burying those lines.

NOW, THEREFORE, BE IT RESOLVED:

1. The attached Easement for Electric Facilities is approved, and the Mayor and City Clerk are authorized and directed to sign it on the City's behalf.
2. All resolutions and parts of resolutions are, to the extent of 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 April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Easement

Resolution No. _____

STAFF REPORT

Date: April 9, 2024
Subject: Granting Easement to Consumers Energy for City Center Power Line Burying
From: Scott Smith, City Attorney
Meeting Date: April 15, 2024

RECOMMENDATION:

Adopt the Resolution to Approve Granting and Authorizing and Directing the Mayor and City Clerk to Sign an Easement to Consumers Energy.

COMMUNITY, SAFETY, STEWARDSHIP:

The city center project will result in an accessible downtown integrated into a comprehensive network to trails to many community and area amenities. A part of the project is construction of a pedestrian/bicycling bridge over 28th Street that will necessitate the burying of electric power lines. Burying power lines also enhances vehicular and pedestrian safety, reduces visual clutter, enhances visibility of businesses and other establishments along 28th Street, and enables a more urbanized streetscape. The project is mostly funded by various grants and appropriations.

DISCUSSION:

Consumers Energy needs a rather small easement along the Michael Avenue frontage of the city hall property at 1155 28th Street SW as part of the project to bury the electric power lines on 28th Street between Burlingame Avenue SW and Clyde Park Avenue SW.

BUDGET:

This resolution will have no budgetary impact.

EASEMENT FOR ELECTRIC FACILITIES

SAP# 1067163544
Design# 11529199
Agreement# MI00000076231

CITY OF WYOMING, a Michigan municipal corporation, whose address is 1155 28th Street SW, Wyoming, Michigan 49509 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Wyoming, County of Kent, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity. Consumers may attach additional lines outside the Easement Area, running laterally from a line within the Easement Area to the West edge of Owner's Land, in which event the Easement Area shall include a 12-foot-wide strip of land, being 6 feet on each side of each such lateral line.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Restoration: Consumers shall restore to a condition that is reasonably practicable all that portion of Owner's Land damaged by Consumers during the original installation, maintenance, repair, replacement, or removal of Consumers' facilities on Owner's Land pursuant to this Easement; provided however, the provisions of this paragraph shall not apply to anything located within the Easement Area in violation of any other provisions contained in this Easement.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

SIGNATURE PAGE TO FOLLOW

Owner: CITY OF WYOMING, a Michigan municipal corporation

Date Signed: April __, 2024

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Acknowledgment

The foregoing instrument was acknowledged before me in Kent County, Michigan, on April __, 2024 by Kent Vanderwood and Kelli A. VandenBerg, known to me as the Mayor and City Clerk, respectively, on behalf of the City of Wyoming, a Michigan municipal corporation.

Notary Public

Print Name

County, _____
Acting in _____ County
My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**
Adam Hillman
Consumers Energy Company
2500 E Cork Street
Kalamazoo MI 49001

Prepared By:
Nicole Corts 02/12/2024, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE
ONLY**
Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

Approved as to form:



Scott G. Smith, City Attorney

EXHIBIT A

Owner's Land

Land situated in the City of Wyoming, County of Kent, State of Michigan:

The North 65.00 feet of the South 891.00 feet of the East 60.00 feet of the West 310.00 feet of the Southwest 1/4 of the Southeast 1/4 of Section 11, Town 6 North, Range 12 West, also the North 166.00 feet of the South 826.00 feet of the West 310.00 feet of the Southwest 1/4 of the Southeast 1/4, also the West 330.00 feet of the South 660.00 feet of the Southwest 1/4 of the Southeast 1/4 except commencing 50.00 feet North and 33.00 feet East from the Southwest corner thereof; thence North 20.00 feet; thence Southeasterly to a point 20.00 feet East from the beginning; thence West to the beginning and except commencing at the South 1/4 corner; thence North 00° 39' 41" West 660.00 feet; thence South 88° 43' 37" East 33.02 feet to the beginning of this description; thence South 88° 43' 37" East 8.00 feet; thence South 00° 39' 41" East 216.97 feet; thence South 88° 43' 37" East 6.00 feet; thence South 00° 39' 41" East 387.00 feet; thence North 44° 41' 43" West 20.13 feet; thence North 00° 39' 41" West 589.97 feet to the beginning of exception also North 200.00 feet of the South 250.00 feet of the East 120.00 feet of the West 450.00 feet of the Southeast 1/4 of Section 11.

Also the South 80.00 feet of Lot 10 of Lenger Plat, being in the Southeast 1/4 of Section 11, Town 6 North, Range 12 West, according to the recorded plat thereof, Kent County Records.

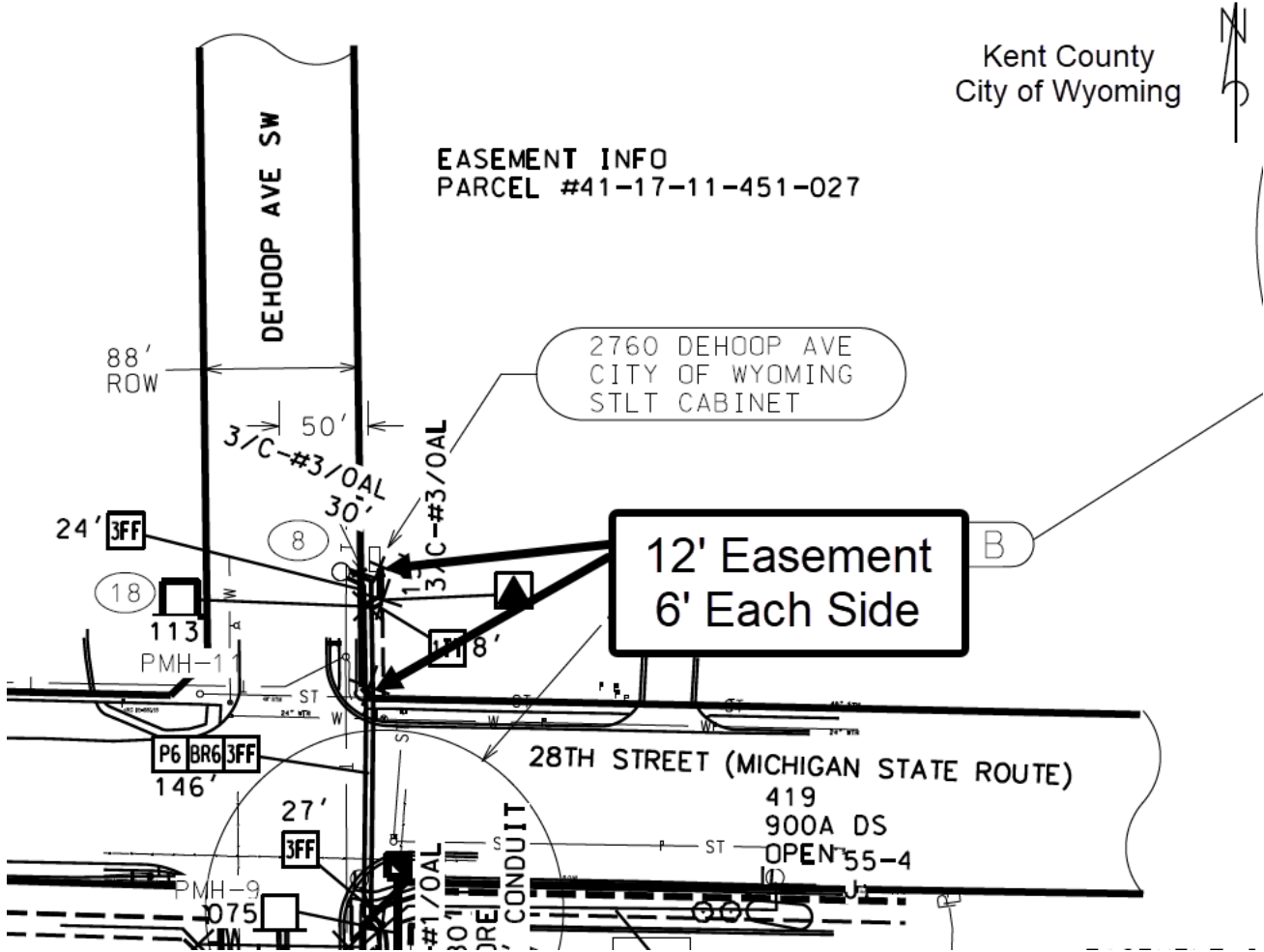
Also known as: 28th Street SW, Wyoming, Michigan 49509

Parcel ID: 41-17-11-451-027

EXHIBIT B

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.



RESOLUTION NO. _____

RESOLUTION TO APPROVE BIDS FOR CITY CENTER RELATED PROJECTS
AND TO AUTHORIZE AND DIRECT THE MAYOR AND CITY CLERK TO SIGN
THE RELATED CONSTRUCTION CONTRACTS

WHEREAS:

1. The city center project includes construction of a pedestrian/bicycling bridge over 28th Street between the western edges of 28W Place on the South and Hook Ave on the north a project for which Anlaan Corporation submitted the low bid of \$7,119,564 (the "Anlaan Bid").
2. The improvement of Hook Ave with associated utility work and trail improvements is directly related to the city center project and Diversco Construction Company Inc. provided the lowest bid meeting the bid specifications in the amount of \$1,185,097.10 (the "Diversco Bid").
3. As part of a property exchange to acquire a nonmotorized trail easement from 2558 Burlingame LLC, the city agreed to convey city property to that entity and improve that property to make it suitable for use by the Weller Repairables business and Inner City Contracting LLC was the low bidder on that project with a bid of \$241,717.35 (the "ICC Bid").

NOW, THEREFORE, BE IT RESOLVED:

1. The Anlaan Bid, the Diversco Bid, and the ICC Bid are approved, the respective contracts are awarded to those bidders, and the Mayor and City Clerk are authorized and directed to sign the respective contracts in the forms approved by the City Attorney.
2. All resolutions and parts of resolutions are, to the extent of 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 April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Bid tabs

Resolution No. _____

STAFF REPORT

Date: April 8, 2024

Subject: Award of Bids for City Center Project

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

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager

Meeting Date: April 15, 2024

Recommendation:

It is recommended that the City Council approve contracts for the following city center related projects: Anlaan Corporation for the construction of the pedestrian bridge; Diversco Construction Company Inc for the reconstruction of Hook Avenue; and Inner City Contracting LLC for Weller site improvements.

Community, Safety, Stewardship:

Community – The community will be improved with the creation of a city center with improved pedestrian and cycling access to key community amenities. Hook Avenue will be improved by the construction of new sewer and road surface upgrades.

Safety – The bridge and trails will provide for safer crossing of 28th Street.

Stewardship – We have grant funding for the bridge and trail construction.

City Council Strategic plan priority:

- Pillar – Community
- Goal 2 - Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.
- Objective 1 – Complete City Center public improvements.
- Task 3 - Complete public infrastructure improvements related to City Center.

Discussion:

As part of the first phase of the city center project, the city has received bids for the construction of the pedestrian bridge, reconstruction of Hook Avenue to include the new non-motorized trail system and new sanitary and storm sewer, and site improvements to the Weller property. Following are the simplified bid tabulations for each project.

Pedestrian Bridge

<u>Bidder</u>	<u>Bid Amount</u>
Anlaan Corporation	\$ 7,119,564.00
Milbocker & Sons	\$ 7,404,392.60
Hardman Construction	\$ 7,978,546.00
Grand River Construction	\$ 11,230,633.00

It is recommended that the low bidder, Anlaan Corporation be offered the contract for the construction of the pedestrian bridge. Anlaan Corporation meets all bid requirements, including being MDOT Fa-Bridges and special construction qualified.

Hook Avenue Reconstruction

<u>Bidder</u>	<u>Bid Amount</u>
Inner City Contracting LLC	\$ 985,555.00
Diversco Construction Company Inc	\$ 1,185,097.10

It is recommended that the second low bidder, Diversco Construction Company be offered the contract for the reconstruction of Hook Avenue. Diversco meets all the bid requirements, including the ability to meet the project schedule which includes completion of Hook Avenue sanitary sewer and associated pressure reduction (by City) of the existing 30-inch watermain prior to May 24, 2024.

Weller Site Improvements

<u>Bidder</u>	<u>Bid Amount</u>
Inner City Contracting LLC	\$ 241,717.35
Katerberg Verhage Inc.	\$ 278,067.48
Kentwood Excavating Inc.	\$297,435.97
Dan's Excavating Service, Inc.	\$319,223.26

It is recommended that the low bidder, Inner City Contracting LLC be offered the contract for the site improvement work at the Weller site. Inner City Contracting meets all bid requirements for the project.

Budget Impact:

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

Attachments:

Bid Results – Pedestrian Bridge

Bid Results – Hook Avenue Reconstruction

Bid Results – Weller Site Improvements

Award Recommendation Letters from Progressive AE

###

**CITY OF WYOMING
PEDESTRIAN BRIDGE
BID TABULATION
BIDS RECEIVED MARCH 26, 2024
PROJECT NO.: 71740020**

ITEM NO.	DESCRIPTION	UNITS	QTY.	ENGINEER'S ESTIMATE		ANLAAN CORPORATION		MILBOCKER & SONS		HARDMAN CONSTRUCTION		GRAND RIVER CONSTRUCTION	
				UNIT PRICE	A AMOUNT	UNIT PRICE	B AMOUNT	UNIT PRICE	E AMOUNT	UNIT PRICE	D AMOUNT	UNIT PRICE	C AMOUNT
SECTION 1 - GENERAL													
1	Mobilization, Max 10%	LSUM	1	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 1,067,616.00	\$ 1,067,616.00
2	Pavt. Cleaning	LSUM	1		\$ -	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 39,100.00	\$ 39,100.00
3	Minor Traffic Devices	LSUM	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 125,000.00	\$ 125,000.00	\$ 116,775.00	\$ 116,775.00
4	Traf Regulator Control	LSUM	1	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 150.00	\$ 150.00	\$ 25,000.00	\$ 25,000.00	\$ 81,764.00	\$ 81,764.00
5	Watering and Cultivating, First Season, Min	LSUM	1		\$ -	\$ 3,800.00	\$ 3,800.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
6	Watering and Cultivating, 2nd Season, Min	LSUM	1		\$ -	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
7	Project Cleanup	LSUM	1	\$ 25,000.00	\$ 25,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00	\$ 28,345.00	\$ 28,345.00
SECTION 2 - CIVIL													
8	Pavt, Rem	Syd	674	\$ 5.00	\$ 3,370.00	\$ 13.00	\$ 8,762.00	\$ 5.00	\$ 3,370.00	\$ 18.00	\$ 12,132.00	\$ 10.00	\$ 6,740.00
9	Sidewalk, Rem	Syd	301	\$ 10.00	\$ 3,010.00	\$ 7.00	\$ 2,107.00	\$ 7.00	\$ 2,107.00	\$ 20.00	\$ 6,020.00	\$ 40.00	\$ 12,040.00
10	Removing Trees	Ea	2	\$ 450.00	\$ 900.00	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
11	Sewer, Rem, Less than 24 inch	Ft	125	\$ 20.00	\$ 2,500.00	\$ 15.00	\$ 1,875.00	\$ 20.00	\$ 2,500.00	\$ 100.00	\$ 12,500.00	\$ 25.00	\$ 3,125.00
12	Sewer, Rem, 24 inch to 48 inch	Ft	43	\$ 30.00	\$ 1,290.00	\$ 25.00	\$ 1,075.00	\$ 35.00	\$ 1,505.00	\$ 200.00	\$ 8,600.00	\$ 195.00	\$ 8,385.00
13	Drain Casting, Type 1	Ea	1	\$ 1,350.00	\$ 1,350.00	\$ 1,300.00	\$ 1,300.00	\$ 750.00	\$ 750.00	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00
14	Dr Structure, Rem	Ea	2	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00
15	Curb and Gutter, Rem	Ft	360	\$ 15.00	\$ 5,400.00	\$ 10.00	\$ 3,600.00	\$ 12.00	\$ 4,320.00	\$ 21.00	\$ 7,560.00	\$ 10.00	\$ 3,600.00
16	Brick Wall and Foundation, Rem	Ft	57		\$ -	\$ 50.00	\$ 2,850.00	\$ 100.00	\$ 5,700.00	\$ 110.00	\$ 6,270.00	\$ 100.00	\$ 5,700.00
17	Private Light Pole, Rem	Ea	1		\$ -	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
18	Fence, Rem	Ft	10	\$ 10.00	\$ 100.00	\$ 30.00	\$ 300.00	\$ 15.00	\$ 150.00	\$ 25.00	\$ 250.00	\$ 15.00	\$ 150.00
19	Hydrant, Relocate, Case 2	Ea	1	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,800.00	\$ 8,800.00
20	Gate Box Adj, Case 1	Ea	1	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 875.00	\$ 875.00	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00
21	Granular Material, CI II	Cyd	44	\$ 50.00	\$ 2,200.00	\$ 50.00	\$ 2,200.00	\$ 50.00	\$ 2,200.00	\$ 60.00	\$ 2,640.00	\$ 35.00	\$ 1,540.00
22	Aggregate Base, 6 Inch	Syd	263	\$ 20.00	\$ 5,260.00	\$ 15.00	\$ 3,945.00	\$ 13.00	\$ 3,419.00	\$ 24.00	\$ 6,312.00	\$ 10.00	\$ 2,630.00
23	HMA, 13A	Ton	48	\$ 150.00	\$ 7,200.00	\$ 185.00	\$ 8,880.00	\$ 300.00	\$ 14,400.00	\$ 750.00	\$ 36,000.00	\$ 270.00	\$ 12,960.00
24	Curb and Gutter, Conc, Det F2	Ft	225	\$ 25.00	\$ 5,625.00	\$ 28.00	\$ 6,300.00	\$ 35.00	\$ 7,875.00	\$ 65.00	\$ 14,625.00	\$ 53.00	\$ 11,925.00
25	Curb and Gutter, Conc, Det F3	Ft	82	\$ 30.00	\$ 2,460.00	\$ 28.00	\$ 2,296.00	\$ 35.00	\$ 2,870.00	\$ 65.00	\$ 5,330.00	\$ 53.00	\$ 4,346.00
26	Sidewalk, Conc, 6 Inch	Sft	3470	\$ 65.00	\$ 225,550.00	\$ 7.00	\$ 24,290.00	\$ 5.00	\$ 17,350.00	\$ 6.00	\$ 20,820.00	\$ 15.40	\$ 53,438.00
27	Curb Ramp, Conc, 6 Inch	Sft	56	\$ 65.00	\$ 3,640.00	\$ 7.00	\$ 392.00	\$ 10.00	\$ 560.00	\$ 15.00	\$ 840.00	\$ 16.00	\$ 896.00
28	Detectable Warning Surface	Ft	10	\$ 50.00	\$ 500.00	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00	\$ 140.00	\$ 1,400.00
29	Turned Down Slab North	LSUM	1		\$ -	\$ 25,000.00	\$ 25,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 61,850.00	\$ 61,850.00
30	Turned Down Slab South	LSUM	1		\$ -	\$ 25,000.00	\$ 25,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,390.00	\$ 25,390.00
31	Removable Steel Bollard	Ea	2		\$ -	\$ 1,200.00	\$ 2,400.00	\$ 850.00	\$ 1,700.00	\$ 2,500.00	\$ 5,000.00	\$ 1,470.00	\$ 2,940.00
32	Decorative Stone	Sft	93		\$ -	\$ 40.00	\$ 3,720.00	\$ 45.00	\$ 4,185.00	\$ 25.00	\$ 2,325.00	\$ 22.00	\$ 2,046.00
33	Leaching Basin	Ea	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,750.00	\$ 2,750.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
34	Dr Structure, 60 inch dia	Ea	2	\$ 4,500.00	\$ 9,000.00	\$ 6,000.00	\$ 12,000.00	\$ 2,500.00	\$ 5,000.00	\$ 4,200.00	\$ 8,400.00	\$ 7,000.00	\$ 14,000.00
35	Underdrain, Fdn, 8 Inch	Ft	321	\$ 15.00	\$ 4,815.00	\$ 20.00	\$ 6,420.00	\$ 10.00	\$ 3,210.00	\$ 35.00	\$ 11,235.00	\$ 25.00	\$ 8,025.00
36	Sewer, CI A, 24 inch, Tr Det B	Ft	43	\$ 140.00	\$ 6,020.00	\$ 110.00	\$ 4,730.00	\$ 60.00	\$ 2,580.00	\$ 135.00	\$ 5,805.00	\$ 70.00	\$ 3,010.00
37	Sewer, CI A, 36 inch, Tr Det B	Ft	87	\$ 220.00	\$ 19,140.00	\$ 170.00	\$ 14,790.00	\$ 65.00	\$ 5,655.00	\$ 165.00	\$ 14,355.00	\$ 120.00	\$ 10,440.00
38	Dr Structure Tap, 8 inch	Ea	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
39	Bulkhead, 8 inch	Ea	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,100.00	\$ 1,100.00	\$ 100.00	\$ 100.00
40	Erosion Control, Silt Fence	Ft	380	\$ 2.75	\$ 1,045.00	\$ 4.00	\$ 1,520.00	\$ 3.50	\$ 1,330.00	\$ 8.00	\$ 3,040.00	\$ 10.00	\$ 3,800.00
41	Erosion Control, Inlet Protection, Fabric Drop	Ea	8	\$ 130.00	\$ 1,040.00	\$ 200.00	\$ 1,600.00	\$ 125.00	\$ 1,000.00	\$ 280.00	\$ 2,240.00	\$ 250.00	\$ 2,000.00
42	Mulch Blanket	Syd	1916	\$ 6.75	\$ 12,933.00	\$ 1.60	\$ 3,065.60	\$ 1.60	\$ 3,065.60	\$ 3.00	\$ 5,748.00	\$ 6.00	\$ 11,496.00
43	Seeding , Mixture THM	Lbs	100	\$ 10.00	\$ 1,000.00	\$ 18.00	\$ 1,800.00	\$ 27.00	\$ 2,700.00	\$ 25.00	\$ 2,500.00	\$ 48.00	\$ 4,800.00
44	Topsoil Surface, Furn, 4 inch	Syd	2311	\$ 3.50	\$ 8,088.50	\$ 6.00	\$ 13,866.00	\$ 6.00	\$ 13,866.00	\$ 9.00	\$ 20,799.00	\$ 6.00	\$ 13,866.00
45	Water, Sodding/Seeding	Unit	20	\$ 60.00	\$ 1,200.00	\$ 459.00	\$ 9,180.00	\$ 500.00	\$ 10,000.00	\$ 225.00	\$ 4,500.00	\$ 500.00	\$ 10,000.00
46	Site Grading	LSUM	1		\$ -	\$ 60,000.00	\$ 60,000.00	\$ 3,500.00	\$ 3,500.00	\$ 50,000.00	\$ 50,000.00	\$ 54,195.00	\$ 54,195.00
SECTION 3 - STRUCTURAL / ARCHITECTURAL / ELECTRICAL													
47	Bridge Substructure	LSUM	1	\$ 500,000.00	\$ 500,000.00	\$ 1,542,000.40	\$ 1,542,000.40	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,600,000.00	\$ 2,600,000.00	\$ 3,742,881.00	\$ 3,742,881.00
48	Prefab Bridge Structure	LSUM	1	\$ 2,400,000.00	\$ 2,400,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,600,000.00	\$ 1,600,000.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ 2,943,064.00	\$ 2,943,064.00
49	Bridge Stairs (2)	LSUM	1	\$ 45,000.00	\$ 45,000.00	\$ 150,000.00	\$ 150,000.00	\$ 300,000.00	\$ 300,000.00	\$ 150,000.00	\$ 150,000.00	\$ 70,900.00	\$ 70,900.00
50	Bridge Lighting & Electrical	LSUM	1	\$ 675,000.00	\$ 675,000.00	\$ 810,000.00	\$ 810,000.00	\$ 700,000.00	\$ 700,000.00	\$ 850,000.00	\$ 850,000.00	\$ 802,500.00	\$ 802,500.00
51	Bridge Architectural	LSUM	1	\$ 925,000.00	\$ 925,000.00	\$ 1,130,000.00	\$ 1,130,000.00	\$ 500,000.00	\$ 500,000.00	\$ 1,065,000.00	\$ 1,065,000.00	\$ 1,467,955.00	\$ 1,467,955.00
52	Snowmelt System	LSUM	1	\$ 450,000.00	\$ 450,000.00	\$ 500,000.00	\$ 500,000.00	\$ 450,000.00	\$ 450,000.00	\$ 440,000.00	\$ 440,000.00	\$ 475,000.00	\$ 475,000.00
BID AMOUNT					\$ 6,088,086.50		\$ 7,119,564.00		\$ 7,404,392.60		\$ 7,978,546.00		\$ 11,230,633.00

**CITY OF WYOMING
CITY CENTER TRAILS - HOOK AVENUE
BID TABULATION
BIDS RECEIVED MARCH 26, 2024
PROJECT NO.: 71740019**

ITEM NO.	DESCRIPTION	UNITS	QTY.	ENGINEER'S ESTIMATE		INNER CITY CONTRACTING LLC		DIVERSCO CONSTRUCTION CO., INC.				
				UNIT PRICE	A	AMOUNT	UNIT PRICE	C	AMOUNT	UNIT PRICE	B	AMOUNT
GENERAL												
1	Mobilization, Max	LSUM	1	\$ 283,600.00		\$ 283,600.00	\$ 30,000.00		\$ 30,000.00	\$ 104,000.00		\$ 104,000.00
2	Project Cleanup	LSUM	1	\$ 7,100.00		\$ 7,100.00	\$ 10,000.00		\$ 10,000.00	\$ 4,900.00		\$ 4,900.00
3	Pavt, Cleaning	LSUM	1	\$ 7,100.00		\$ 7,100.00	\$ 9,500.00		\$ 9,500.00	\$ 1,500.00		\$ 1,500.00
4	Traffic Maintenance	LSUM	1	\$ 55,300.00		\$ 55,300.00	\$ 13,906.00		\$ 13,906.00	\$ 73,650.00		\$ 73,650.00
5	Watering and Cultivating, First Season, Min	LSUM	1	\$ 30,550.00		\$ 30,550.00	\$ 13,500.00		\$ 13,500.00	\$ 500.00		\$ 500.00
HOOK AVENUE												
6	Removing Trees	Ea	16	\$ 450.00		\$ 7,200.00	\$ 732.00		\$ 11,712.00	\$ 300.00		\$ 4,800.00
7	Sewer, Rem, Less than 24 inch	Ft	130	\$ 20.00		\$ 2,600.00	\$ 37.00		\$ 4,810.00	\$ 37.00		\$ 4,810.00
8	Manhole, Remove	Ea	2	\$ 600.00		\$ 1,200.00	\$ 990.00		\$ 1,980.00	\$ 865.00		\$ 1,730.00
9	Curb and Gutter, Rem	Ft	450	\$ 15.00		\$ 6,750.00	\$ 10.00		\$ 4,500.00	\$ 5.00		\$ 2,250.00
10	Pavt, Rem	Syd	2785	\$ 5.00		\$ 13,925.00	\$ 12.00		\$ 33,420.00	\$ 9.00		\$ 25,065.00
11	Sidewalk, Rem	Syd	40	\$ 10.00		\$ 400.00	\$ 30.00		\$ 1,200.00	\$ 9.00		\$ 360.00
12	Street Grading	Ft	700	\$ 50.00		\$ 35,000.00	\$ 10.00		\$ 7,000.00	\$ 78.00		\$ 54,600.00
13	Subgrade Undercutting	Cyd	160	\$ 20.00		\$ 3,200.00	\$ 33.00		\$ 5,280.00	\$ 23.00		\$ 3,680.00
14	Erosion Control, Inlet Protection, Fabric Drop	Ea	12	\$ 125.00		\$ 1,500.00	\$ 300.00		\$ 3,600.00	\$ 175.00		\$ 2,100.00
15	Aggregate Base, 6 inch	Syd	2985	\$ 25.00		\$ 74,625.00	\$ 11.20		\$ 33,432.00	\$ 30.50		\$ 91,042.50
16	Subbase, Class II Sand, 12 inch	Syd	3020	\$ 10.00		\$ 30,200.00	\$ 16.00		\$ 48,320.00	\$ 7.75		\$ 23,405.00
17	Storm Sewer, Depth Class IV, Concrete, 12 inch	Ft	874	\$ 80.00		\$ 69,920.00	\$ 112.00		\$ 97,888.00	\$ 121.00		\$ 105,754.00
18	Manhole Casting, Adjust	Ea	4	\$ 575.00		\$ 2,300.00	\$ 1,567.00		\$ 6,268.00	\$ 845.00		\$ 3,380.00
19	Manhole, Storm, 48 inch	Ea	12	\$ 4,000.00		\$ 48,000.00	\$ 3,795.00		\$ 45,540.00	\$ 4,270.00		\$ 51,240.00
20	Manhole, Storm, 24 inch	Ea	4	\$ 2,200.00		\$ 8,800.00	\$ 1,851.00		\$ 7,404.00	\$ 2,685.00		\$ 10,740.00
21	HMA, 13A	Ton	55	\$ 150.00		\$ 8,250.00	\$ 212.00		\$ 11,660.00	\$ 140.00		\$ 7,700.00
22	HMA, 36A	Ton	42	\$ 160.00		\$ 6,720.00	\$ 212.00		\$ 8,904.00	\$ 160.80		\$ 6,753.60
23	HMA, 4EML	Ton	320	\$ 115.00		\$ 36,800.00	\$ 175.00		\$ 56,000.00	\$ 107.00		\$ 34,240.00
24	HMA, 5EML	Ton	320	\$ 120.00		\$ 38,400.00	\$ 175.00		\$ 56,000.00	\$ 114.00		\$ 36,480.00
25	Concrete Curb and Gutter	Ft	670	\$ 22.00		\$ 14,740.00	\$ 41.00		\$ 27,470.00	\$ 29.00		\$ 19,430.00
26	ADA Plates, Truncated Dome, Iron	Ft	12	\$ 85.00		\$ 1,020.00	\$ 317.00		\$ 3,804.00	\$ 100.00		\$ 1,200.00
27	Concrete Sidewalk, 4 Inches	Sft	205	\$ 6.00		\$ 1,230.00	\$ 13.00		\$ 2,665.00	\$ 5.00		\$ 1,025.00
28	Concrete Walk Ramps, 4 Inches	Sft	145	\$ 12.00		\$ 1,740.00	\$ 18.00		\$ 2,610.00	\$ 5.00		\$ 725.00
29	Sign, Type III, Erect, Salv	Ea	8	\$ 60.00		\$ 480.00	\$ 400.00		\$ 3,200.00	\$ 100.00		\$ 800.00
30	Sign, Type III, Rem, Salv	Ea	8	\$ 30.00		\$ 240.00	\$ 400.00		\$ 3,200.00	\$ 50.00		\$ 400.00
31	Recessing Pavt Mrkg, Transv	Sft	72	\$ 5.00		\$ 360.00	\$ 17.00		\$ 1,224.00	\$ 20.00		\$ 1,440.00
32	Pavt Mrkg, Polyurea, 24 inch, Det A2	Ft	36	\$ 10.00		\$ 360.00	\$ 17.00		\$ 612.00	\$ 45.00		\$ 1,620.00
33	Seed	Syd	2200	\$ 2.00		\$ 4,400.00	\$ 5.00		\$ 11,000.00	\$ 8.00		\$ 17,600.00
34	Screened Top Soil	Syd	2200	\$ 4.00		\$ 8,800.00	\$ 7.00		\$ 15,400.00	\$ 17.00		\$ 37,400.00
35	Gate Box, Adj, Case 1	Ea	7	\$ 600.00		\$ 4,200.00	\$ 500.00		\$ 3,500.00	\$ 265.00		\$ 1,855.00
36	Sanitary Structure Cover, Adj, Case 1	Ea	1	\$ 750.00		\$ 750.00	\$ 1,056.00		\$ 1,056.00	\$ 845.00		\$ 845.00
37	Sanitary Sewer, PVC Truss, 8 Inch	Ft	640	\$ 120.00		\$ 76,800.00	\$ 195.00		\$ 124,800.00	\$ 339.00		\$ 216,960.00
38	Sanitary Lateral, 6 Inch	Ft	201	\$ 80.00		\$ 16,080.00	\$ 210.00		\$ 42,210.00	\$ 247.00		\$ 49,647.00
39	Furnishing, Boring and Jacking, 6 inch	Ft	35	\$ 550.00		\$ 19,250.00	\$ 2,669.00		\$ 93,415.00	\$ 1,725.00		\$ 60,375.00
40	Furnishing, Boring and Jacking, 8 inch	Ft	35	\$ 600.00		\$ 21,000.00	\$ 2,703.00		\$ 94,605.00	\$ 2,425.00		\$ 84,875.00
41	Manhole, Sanitary, 48 inch	Ea	4	\$ 5,000.00		\$ 20,000.00	\$ 8,240.00		\$ 32,960.00	\$ 8,555.00		\$ 34,220.00
BID AMOUNT						\$ 970,890.00			\$ 985,555.00			\$ 1,185,097.10

CITY OF WYOMING
WELLER SITE IMPROVEMENTS
BID TABULATION
BIDS RECEIVED MARCH 26, 2024
PROJECT NO.: 71740027

ITEM NO.	DESCRIPTION	QTY.	UNITS	ENGINEER'S ESTIMATE		INNER CITY CONTRACTING LLC		KATERBERG VERHAGE INC.		KENTWOOD EXCAVATING INC.		DAN'S EXCAVATING SERVICE, INC.	
				UNIT PRICE	A AMOUNT	UNIT PRICE	C AMOUNT	UNIT PRICE	D AMOUNT	UNIT PRICE	E AMOUNT	UNIT PRICE	B AMOUNT
1	General Conditions/Mobilization	1	LSUM	\$ 25,000.00	\$ 25,000.00	\$ 16,650.00	\$ 16,650.00	\$ 21,800.00	\$ 21,800.00	\$ 14,000.00	\$ 14,000.00	\$ 30,000.00	\$ 30,000.00
2	Clearing and Grubbing	1.21	Acre	\$ 15,000.00	\$ 18,078.58	\$ 11,300.00	\$ 13,619.20	\$ 12,800.00	\$ 15,427.05	\$ 12,390.00	\$ 14,932.91	\$ 18,000.00	\$ 21,694.29
3	Millings Removal	1,800	SY	\$ 3.00	\$ 5,400.00	\$ 5.00	\$ 9,000.00	\$ 2.63	\$ 4,734.00	\$ 4.50	\$ 8,100.00	\$ 4.00	\$ 7,200.00
4	Fence, Rem (6' Fence)	659	LF	\$ 5.50	\$ 3,624.50	\$ 8.00	\$ 5,272.00	\$ 8.75	\$ 5,766.25	\$ 12.00	\$ 7,908.00	\$ 15.00	\$ 9,885.00
5	Jersey Barrier, Rem, Salv & Reinstall	208	LF	\$ 20.00	\$ 4,160.00	\$ 53.00	\$ 11,024.00	\$ 55.00	\$ 11,440.00	\$ 10.00	\$ 2,080.00	\$ 20.00	\$ 4,160.00
6	Erosion Control, Inlet Protection, Fabric Drop	5	Ea	\$ 116.00	\$ 580.00	\$ 300.00	\$ 1,500.00	\$ 150.00	\$ 750.00	\$ 175.00	\$ 875.00	\$ 125.00	\$ 625.00
7	RipRap, 4 inch - 6 inch	6	CY	\$ 100.00	\$ 600.00	\$ 200.00	\$ 1,200.00	\$ 325.00	\$ 1,950.00	\$ 450.00	\$ 2,700.00	\$ 250.00	\$ 1,500.00
8	6' Galv. Fence - 3 Strand Barb Wire + Dark Slats (Installed on Jersey Barrier) ***Jersey Barrier purchased by others	433	LF	\$ 65.00	\$ 28,145.00	\$ 41.00	\$ 17,753.00	\$ 54.50	\$ 23,598.50	\$ 74.00	\$ 32,042.00	\$ 115.00	\$ 49,795.00
9	Screened Millings, 4 inch	4,400	SY	\$ 8.00	\$ 35,197.11	\$ 3.50	\$ 15,398.74	\$ 7.25	\$ 31,897.38	\$ 6.00	\$ 26,397.83	\$ 5.00	\$ 21,998.20
10	Excavation	1	LSUM	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 35,585.50	\$ 35,585.50	\$ 32,000.00	\$ 32,000.00	\$ 35,000.00	\$ 35,000.00
11	Class II Subbase, CIP 12 inch - (If Needed)	1,467	CY	\$ 15.00	\$ 21,998.20	\$ 15.90	\$ 23,318.09	\$ 22.50	\$ 32,997.29	\$ 25.00	\$ 36,663.66	\$ 25.00	\$ 36,663.66
12	Aggregate Base, 22A, 6 inch	4,400	SY	\$ 16.50	\$ 72,594.04	\$ 7.40	\$ 32,557.33	\$ 7.63	\$ 33,569.25	\$ 9.50	\$ 41,796.57	\$ 8.00	\$ 35,197.11
13	Site Restoration, Topsoil and Seeding	1	LSUM	\$ 23,000.00	\$ 23,000.00	\$ 25,000.00	\$ 25,000.00	\$ 21,950.00	\$ 21,950.00	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00
14	Chain Link Coated Fence, Blk, 8', w/ Blk Vert Slats	555	LF	\$ 80.00	\$ 44,400.00	\$ 35.00	\$ 19,425.00	\$ 65.95	\$ 36,602.25	\$ 108.00	\$ 59,940.00	\$ 91.00	\$ 50,505.00
BID AMOUNT					\$ 332,777.43		\$ 241,717.35		\$ 278,067.48		\$ 297,435.97		\$ 319,223.26
ALT1	Alternate 1 - Removal of all soils from the site <i>*This item serves as an alternate to enhancing the existing berm on the city property with the excavated material from building the parking for the Weller Property.*</i>	2,800	CY	\$ 10.00	\$ 28,000.00								



April 9, 2024

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

Re: Recommendation for Award
City of Wyoming Pedestrian Bridge

Dear Nicole,

On March 26, 2024 at 11:00 a.m., the City of Wyoming received and opened bids for the City of Wyoming Pedestrian Bridge project. Four (4) bids were received for the publicly advertised project, with the summary listed below:

Low Bid	\$7,119,564.00	Anlaan Corporation
2nd	\$7,404,392.60	Milbocker & Sons
3rd	\$7,978,546.00	Hardman Construction
4th	\$11,230,633.00	Grand River Construction

The Engineer's Estimate we provided in July 2023 for this project was \$6,088,086.50.

We held a follow-up interview with Bryan Rewa of Anlaan Corporation on April 2, 2024. We reviewed the project schedule, project subcontractors, and details of several project components. We are accordingly confident in Anlaan Corporation's ability to perform this project in accordance with the construction documents.

The bid exceeds the Engineer's Estimate. We attribute this to a combination of a high-inflation construction market and our under-estimating a few items in the project. However, we believe the bid is reasonable due to a close grouping of bids in the range of the low bid.

Progressive AE recommends that the City of Wyoming award this project to Anlaan Corporation.

Please contact me if you have any questions. We look forward to continuing our work with the City of Wyoming on this project.

Sincerely,

Michael J Oezer

Digitally signed by Michael J Oezer
DN: c=US,
e=oezerm@progressiveae.com,
o=Progressive AE, CN=Michael J Oezer
Date: 2024.04.10 09:25:55-04'00'

Michael J. Oezer, PE
Senior Municipal Engineer

MJO/ecy
P:\71740020\05 CA\E1 BIDDING NEGOTIATION\Bids\2024 04 09 Wyoming Pedestrian Bridge LoR.docx

Progressive AE, Inc.
Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com



April 10, 2024

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

Re: Contractor Award Recommendation for
City of Wyoming City Center Trails – Hook Avenue

Dear Nicole,

On March 26, 2024 at 11:00 a.m., bids were received and opened for the City of Wyoming City Center Trails – Hook Avenue project. Two (2) bids were received for the publicly advertised project, with the summary listed below:

Low Bid	\$985,555.00	Inner City Contracting LLC
2nd	\$1,185,097.10	Diversco Construction Co., Inc.

The engineer’s estimate we provided for the project was \$970,890.00.

After the bid opening, we completed interviews with both bidders. After much deliberation and review of qualifications in conjunction with you and City staff, we have determined that it is in the best interest of the City to award the project to Diversco Construction Co., Inc (Diversco). This is based on Diversco’s extensive history of successful performance of similar projects. Also, it is based on the lack of assurance by Inner City Contracting LLC (LLC) that the subcontracted bore and jack work, which has a critical deadline, is able to be done according to the required schedule.

Progressive AE has worked with Diversco on several similar projects in recent years and we are confident of their abilities to perform this project. In our interview with them, we reviewed work details and schedules and we have been further assured of their ability to complete the work according to the construction documents.

Progressive AE recommends that the City of Wyoming awards this project to Diversco Construction Co., Inc. in the amount of \$1,185,097.10.

Please contact me if you have any questions. We look forward to continuing our work with the City of Wyoming on this project.

Sincerely,

 Digitally signed by Michael J Oezer
DN: cn=US,
o=Progressive AE, email=Michael.J.Oezer@progressiveae.com,
ou=Progressive AE, cn=Michael J Oezer
Date: 2024.04.10 13:34:41-04'00'

Michael J Oezer

Michael J. Oezer, PE
Senior Municipal Engineer

MJO/ecy
P:\71740019\05 CA\1E1 BIDDING NEGOTIATION\Bids\2024 04 10 Wyoming Hook Ave Letter of Recommendation_COW.docx

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR DOOR SECURITY IMPROVEMENTS
AT THE CITY HALL AND POLICE DEPARTMENT BUILDINGS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Engineered Protection Systems, Inc. (EPS Security) for door security improvements at the City Hall and Police Department buildings in the total estimated amount of \$75,744.00.
2. It is further recommended City Council authorize a contingency of approximately 10% as specified in the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from EPS Security for door security improvements at the City Hall and Police Department buildings.
2. The City Council authorizes a contingency of approximately 10%.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
5. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 15, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: March 27, 2024
Subject: City Hall & Police Department Door Security Improvements
From: Troy Rinks, Facilities Foreman
Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended that the City Council accept the proposals received from Engineered Protection Systems, Inc. (EPS Security), and authorize the Mayor and City Clerk to enter into a contract with EPS Security for door security improvements at the City Hall and Police Department buildings in the amount of \$75,744.00, plus an approximate 10% contingency for a not to exceed amount of \$83,000.00

COMMUNITY, SAFETY, STEWARDSHIP:

Door security additions to improve safety and enhance aging technology are proposed for the City Hall and the Police Department buildings, as part of a City-wide effort to update security systems. The updated security system and associated hardware and equipment is necessary for daily City Hall and Police Department operations and will help keep guests, citizens, staff, and City Council safer from external threats.

DISCUSSION:

Improving and updating security systems at the City Hall and Police Department buildings are necessary to provide a safer environment for staff and comply with accreditation standards.

The security update project for City Hall consists of installing additional card readers for door security at strategically identified areas inside of City Hall. Specifically, these improvements will allow better control and monitoring of various interior doors that currently have no access control, including departmental offices and computer server rooms. Additionally, these security updates include providing the security wiring infrastructure to accommodate the second floor lobby physical security enhancements that are currently in the design phase.

The security update project for the Police Department building includes replacement of existing interior and exterior security door access card readers with new, updated equipment and hardware. Existing key card and security systems at the Police building are approximately 20 years old and not compatible with other City door access controls. Also included in the scope of work is a “panic/duress” button located in the narcotics testing room, as well as additional card reader locations on property rooms to comply with CALEA accreditation standards.

Proposals were solicited from three contractors with a history of performing work at City facilities. Contractors submitted comparable replacement and installation proposals as follows:

Vendor	City Hall	Police Department	Total
EPS Security	\$41,328.00	\$34,416.00	\$75,744.00
Allied Universal	\$99,171.00	\$41,376.00	\$140,547.00
Knight Watch	Did not submit	\$46,846.00	

It is recommended that the City Council authorize EPS Security to perform the door security improvement work for a total amount of \$75,744.00, plus an approximate 10% contingency for a not to exceed amount of \$83,000.00.

BUDGET IMPACT:

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

ATTACHMENTS:

EPS Security Contract – Card Access Additions

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: Engineered Protection Systems, Inc.
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
750 Front Ave NE Suite 300
(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: April 16, 2024. 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:

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- 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.

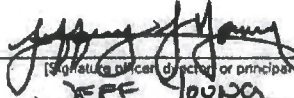
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Engineered Protection Systems, Inc.

By: _____
Kent Vanderwood, Mayor

By:  _____
(Signature of official, director, or principal Contractor) SALES MANAGER
JEFF YOUNG
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 3/28, 2024

Date signed: _____, 20__

Approved as to form:  _____

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 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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-11/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-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 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.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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).

**EXHIBIT B
PROPOSAL**



Wyoming PD

2300 De Hoop

Wyoming MI 49509

RE: Access Control Update



The proposed EPS access control system will be programmed and managed by EPS you or your staff on site. This system enables EPS you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

Access Control Equipment to be Installed

- 6 Door Locking Hardware Package
- 1 Pedestal Pro MC-CS-24-E 24" x 24" Square Steel Housing
- 1 Under-Desk Door Release Button
- 4 Battery 12v 7ah
- 1 9' Power Supply Cord
- 1 DSX 27V Strike Power Supply
- 50 Wire 18/4 Stranded
- 1 Honeywell 12 Volt Blue Strobe Light
- 1 Wire 18/2 Stranded
- 1 DSX 8-Door Memory Upgrade (CPU Only)
- 22 HID Signo40 Wall Mount w/Term Strip
- 7 PDK REQUEST-TO-EXIT MOTION
- 1500 Wire Structured Cable Windy City
- 11 HID 40KNKS-00-00000Q Signo 40 Reader with Keypad, NCNR
- 1 HID 940NTPTEK0007V iCLASS SE R90 Long Range Reader

Access Control System Investment

One Time Installation Charge \$34,416.00 Plus Tax

Tax Exempt (If checked, Plus Tax above is void)

Monthly Services \$0.00

- Service Agreement
- Administration
- Reports
- Preventative Maintenance

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

Additional Notes and Exclusions

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

01/25/2024



Wyoming City Hall

1155 28th St SW

Wyoming MI 49509

RE: Access Control Additions



The proposed EPS access control system will be programmed and managed by EPS you or your staff on site. This system enables EPS you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

Access Control Equipment to be Installed

- 3 DSX 8-Door Memory Upgrade (CPU Only)
- 3 DSX 27V Strike Power Supply
- 12 Battery 12v 7ah
- 2500 Wire Structured Cable Windy City
- 50 Wire 18/4 Stranded
- 17 HID Signo40 Wall Mount w/Term Strip
- 17 Door Locking Hardware Package
- 6 9' Power Supply Cord
- 3 AC Plug Strip
- 4 Conduit 10' Unit 1/2"
- 4 Misc Hardware/Consumables

Access Control System Investment

One Time Installation Charge \$41,328.00 Plus Tax

Tax Exempt (If checked, Plus Tax above is void)

Monthly Services \$0.00

- Service Agreement
- Administration
- Reports
- Preventative Maintenance

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

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Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

02/13/2024

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF OFFICE FURNITURE
FOR THE WATER TREATMENT PLANT LABORATORY OFFICE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of office furniture for the Water Treatment Plant laboratory office from Interphase Office Interiors, Inc. using the State of Michigan (MiDEAL) contract pricing in the total estimated amount of \$10,054.54.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of office furniture using MiDEAL contract pricing in the total estimated amount of \$10,054.54.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: 3/28/2024
Subject: Water Treatment Plant Laboratory Office Furniture
From: Jaime Fleming, Water Treatment Plant Superintendent
Date of Meeting: 4/15/2024

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of furniture from Interphase Office Interiors, Inc. for the Water Treatment Plant laboratory office in the amount of \$10,054.54, including delivery and installation.

COMMUNITY, SAFETY, STEWARDSHIP:

The Utilities laboratories actively engage in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our compliance with regulatory requirements and guide treatment process control decisions.

DISCUSSION:

At the time it was constructed in 2008, furniture was cut from the Water Treatment Plant expansion project due to cost. The laboratory office area is therefore currently furnished with old, mismatched desks, chairs, filing cabinets, and storage. This purchase would provide each member of the lab staff with personal space in a cubicle and common space for shared resources like reference materials, printing, and meeting. It also includes updated file storage with better organization and access for important data and records.

Interphase Office Interiors, Inc. is the local distributor and installation service provider for Haworth furniture products via the MiDEAL extended purchasing program contract pricing.

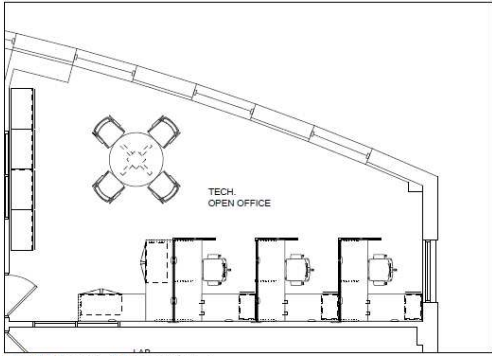
BUDGET IMPACT:

Sufficient funding is available in the Water Treatment Plant Capital Outlay account 591-591-57300-986.444.

Current Layout:



Proposed New Layout:



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: Interphase Office Interiors, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
415 Leonard St NW Suite 110
[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: April 2, 2024. 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:

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- 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

Contractor: Interphase Office Interiors, Inc.

By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: MARCH 26, 2024

Date signed: _____, 20__

Approved as to form:  _____

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 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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-III/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-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 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	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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).

**EXHIBIT B
PROPOSAL**



INTERPHASE
INTERIORS

Interphase Interiors

3/20/2024

415 Leonard ST NW Suite 110
Grand Rapids, MI 49504
Phone: 616-245-0800 Fax: 616-245-3974

Quote #
3 WORKSTATIONS

Sold To:

CITY OF WYOMING WATER PLANT-HOLLAND
16700 NEW HOLLAND STREET
HOLLAND MI 49424

Contact:

Email:

Ship To:

IPI INSTALL/WAREHOUSE
2740 29TH STREET SE
GRAND RAPIDS MI 49512

Contact: JOSH DURKEE/JOSH HANSEN

Email:

CITY OF WYOMING WATER PLANT-HOLLAND QUOTE 3.20.2024

Sales Person: CATHY CLICK

Item	Qty.	Product	Price	
			Unit	Extended
Room1				
1	3	WURA-2448-LJSA	\$68.47	\$205.41
Room1		Worksurface, Rect,24Dx48W,Lam,Edgeband,Std Core,Notched		
		,H-3P Platinum, GRADE A		
		,HP-3P Platinum, GRADE A		
2	2	JSPY-0236-SJA	\$298.09	\$596.18
Room1		X Series,2H x 36"W,Closed Cabinet,Two Doors,Ptd Dr Front,Ptd Lock Bar,Attached Mount		
		,TR-J Graphite, GRADE A		
		,LR-BL Black, GRADE A		
3	4	JLPD-0336-SJ	\$335.35	\$1,341.40
Room1		X Series,39.5"H x 36"W,Lateral File,File,File,Ptd Drawer Front,Proud,Ptd Lock Bar,Freestanding,J Pull,Glides		
		,TR-J Graphite, GRADE A		
		,LR-BL Black, GRADE A		
4	4	JFWA-36	\$37.62	\$150.48
Room1		X Series,Conterweight,36" File		
5	3	E2PC-46	\$19.84	\$59.52
Room1		90Deg Finish Post,Painted,48In.H,Full Hgt		
		,TR-J Graphite, GRADE A		
		,TR-J Graphite, GRADE A		
		,TR-J Graphite, GRADE A		

Item	Qty.	Product	Price	
			Unif	Extended
6 Room1	9	E2MN-346-B Mono Panel,Sq Top Cap,No-Pwr,36In.WxX 48In.H,Base Trim	\$163.60	\$1,472.40
		(L5) .L5-AR (L5) .L5-AR .TR-J .TR-J	Classic Classic - Dance, GRADE B Classic Classic - Dance, GRADE B Graphite, GRADE A Graphite, GRADE A	
7 Room1	2	JTPL-1872-JYJYS X Series, Common Top, Prd Fmt, Lam Top, 18.75Dx72W, 3mm Plstc Usr, 1mm LH,3mm Bck,1mm RH	\$160.57	\$321.14
		.H-KN .HP-KN	Grey Elm, GRADE B Grey Elm, GRADE A	
8 Room1	3	WMK-46 Wall Mount Kit 48In.	\$18.12	\$54.36
		Trim Color 1A .TR-J	Graphite GRD A	
9 Room1	1	TCRN-4848-LJSNXG4A Jive,Tbl,Rd,Lam,48"x48",Eb3,Std,Co:none,X,Gld,29"h,Ptd	\$336.43	\$336.43
		.H-KN .HP-KN .TR-J	Grey Elm, GRADE B Grey Elm, GRADE A Graphite, GRADE A	
10 Room1	2	ZZFS-2400-LNEJ Worksurface Support Panel, Compose, 24In.W,Lam,3mm Edgeband Top	\$59.22	\$118.44
		.H-3P .HP-3P	Platinum, GRADE A Platinum, GRADE A	
11 Room1	8	ZUBF-0000-PN Flush Mount Plate	\$4.08	\$32.64
12 Room1	5	ZEBD-1600-PP Unigroup/Too/Places,Cntlvr Brkt,Standard,16.5In.D,BH	\$18.57	\$92.85
13 Room1	4	WURA-2472-LJSA Worksurface, Rect,24Dx72W,Lam,Edgeband,Std Core,Notched	\$92.39	\$369.56
		.H-3P .HP-3P	Platinum, GRADE A Platinum, GRADE A	
14 Room1	1	WURA-2460-LJSA Worksurface, Rect,24Dx60W,Lam,Edgeband,Std Core,Notched	\$80.43	\$80.43
		.H-3P .HP-3P	Platinum, GRADE A Platinum, GRADE A	

Item	Qty.	Product	Price	
			Unit	Extended
15 Room1	1	EC-10-B Elec Comp, Base Raceway End Cap, PLCS/UnGrp/UnGrp Too (10 pk)	\$6.55	\$6.55
		,TR-J Graphite, GRADE A		
16 Room1	3	JPAH-24-SJ X Series,Pedestal,Attached,B/B/F,24"D,PtdDrwFrt, Stil Lkrl,J Pull	\$151.08	\$453.24
		,TR-J Graphite, GRADE A ,LR-BL Black, GRADE A		
17 Room1	2	SPLG-1243	\$14.22	\$28.44
		,TR-K		
18 Room1	3	LSET-1 HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1	\$0.00	\$0.00
		,LX-OBL		
19 Room1	1	LSET-2 HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 2	\$0.00	\$0.00
		,LX-OBL		
20 Room1	1	LSET-4 HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 4	\$0.00	\$0.00
		,LX-OBL		
21 Room1	3	SCT-20-7115 Very Task Chair,Fab Seat,Mesh Bk,4D Arms,Plstc Bse Hd Ctrs,Bk Lk, W/ Lum,	\$459.85	\$1,379.55
		(3A) Tellure ,3A-18 Tellure - Black, GRADE A (MS) Very Task Mesh ,MS-F Very Task Mesh - Black, GRADE A ,TR-F Black, GRADE A ,TR-F Black, GRADE A ,TR-F Black, GRADE A		
22 Room1	4	SCS-44-01 Very Side,Plstc Seat,Perforated Bk,Armless,Hd Csts,	\$143.88	\$575.52
		,TR-F Black, GRADE A ,TR-F Black, GRADE A ,TR-F Black, GRADE A		
			Subtotal for: Room1	\$7,674.54

INSTALLATION

Item	Qty.	Product	Price	
			Unit	Extended
23	1	INSTALLATION	\$2,380.00	\$2,380.00
INSTALLATION		LABOR: TO RECEIVE, DELIVER, INSTALL AND TRASH REMOVAL DURING REGULAR BUSINESS HOURS.		

Subtotal for: **INSTALLATION** **\$2,380.00**

Sub Total:	\$10,054.54
Tax:	\$0.00
Total:	\$10,054.54

Item	Qty.	Product	Price	
			Unit	Extended

Terms & Conditions - Interphase Office Interiors, Inc.

Payment Terms

Interphase, Inc. shall make every effort to deliver and install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate and the Interphase obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Interphase will be able to deliver and install only portions of the job at a time. Therefore, payment shall be made in accordance with the following terms:

1. All prices are FCA manufacturer point of shipment unless otherwise specified.
2. Terms are net 10 days from date of invoice. Customer will be invoiced for items as delivered. In no case is payment to be withheld for acceptable products should any portion of the job be unacceptable or undelivered. If any products are unacceptable or undelivered, the Customer must pay the balance of the invoice within 10 days, but may withhold the lesser amount of 10% of the total invoice or the value of the unacceptable products. The remaining balance is due 10 days after final delivery.
3. All materials are subject to Michigan State Sales Tax or other applicable State Sales Tax.
4. Interphase requires a deposit equaling 50% due at time of order (100% deposit for COM & COL). Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable according to the above terms and conditions. Other progress payments, as well as a deposit for delivery and/or installation, may be required throughout the order cycle depending on specific circumstances for each Buyer and order.
5. All orders are subject to credit approval.
6. An order is not cancelable once the order is confirmed by the vendor or manufacturer of the product, regardless of whether such confirmation is provided to Customer. Quick ships and fabric orders are not cancelable.
7. Customer agrees that the seller may pass through to Customer any charges, costs or fees that it incurs as result of Customer paying Seller through use of a credit card, debit card, credit facility or wire fees, and that such passed through charges, costs or fees may be subject to sales or use tax.
8. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer agrees to be invoiced for 100% of the invoice, to be paid within 10 days. In addition, Customer shall pay a warehouse charge payable monthly beginning after 30 days of warehouse storage. Extra handling of product will be charged at our normal hourly rate. This could be a result of Customer's site not being ready or site conditions that impair installation.
9. Interphase retains, and Customer hereby grants to Interphase, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Interphase shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 1.5% per month (annual percentage rate 18%) will be charged on all past due balances. Customer shall pay all collection costs and attorney's fees in the event that the debt or any part thereof is referred to a collection agency or attorney.

General Terms

10. The quotation contained herein has been reviewed and approved by an authorized Customer representative for correct product, fabric, finishes and quantities. In addition, Interphase must have the opportunity to physically take its own measurements of the space to assure accuracies of custom ordered products. If actual measurements are not possible and Interphase must order from construction drawings and they are inaccurate, any extra expenses are Customer's responsibility. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates. A restocking fee, based on product cost and vendor policies, will be assessed on all changes made after acknowledgement date, or for any product cancellations.

Item	Qty.	Product	Price	
			Unit	Extended

11. Customer acknowledges that the products are manufactured by others. AS BETWEEN CUSTOMER AND INTERPHASE, THE GOODS ARE OTHERWISE "AS IS WHERE IS" WITH ALL FAULTS AND INTERPHASE MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, ALL OF WHICH ARE DISCLAIMED AND EXCLUDED BY INTERPHASE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE MADE BY THE MANUFACTURER OF THE PRODUCTS. No third party, including any employee or agent of Interphase, is authorized to make any representation, promise, or warranty concerning the goods and any statements made by those parties are not binding on Interphase unless in writing signed by an authorized representative of Interphase. Any technical advice furnished by Interphase or its employees or agents is for Customer's convenience only and Interphase assumes no obligation or liability for the advice given or the results obtained from that advice. Any claim must be made to Interphase in writing within five (5) days after delivery or installation of the products and if no claim is received by Interphase, Customer will have waived any such claim.

12. No liability shall accrue against Interphase as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.

13. Merchandise shipped direct to Customer will be the responsibility of Customer except as otherwise agreed in writing. The receiving Customer is responsible to inspect merchandise immediately upon receipt and file any necessary freight claims with freight provider.

Installation & Delivery Terms

14. Delivery and installation charges will be billed to Customer by separate invoice. Delivery and installation charges are not incurred by Customer until such services are provided by Interphase.

15. Change of Scope - Before or during installation, Customer may request additional services outside of the original project scope. A signed Change Order is required before additional services can commence. Layout changes during installation may result in additional product needs that could cause delays in the completion of the furniture installation and may result in additional charges.

16. Floor Protection - Interphase will provide necessary floor protection per building requirements. If other specific or extraordinary protection is needed, Customer must notify Interphase before the work begins.

17. Electrical Work - Unless specifically indicated, electrical work in the following areas is not included:

- a. Electrical Wiring to the Space
- b. Hardwiring of Feeds

Interphase can make arrangements for these services and Interphase will bill Customer accordingly.

18. Delivery - Free and clear access to docks and elevators for deliveries is required. Special arrangements or considerations must be noted prior to accepting the service proposal. Carry up delivery will result in additional charges.

19. Work Environment - Free and clear access to the work site for delivery, staging and installation is required. Electricity, heat, hoisting, lighting and elevator service will be furnished as required without charge to Interphase. Floors covered by this proposal shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of merchandise.

NOTE: Furniture deliveries/installations should not be performed side-by-side with other construction trades. The overlap in building construction and furniture installation increases the potential of additional costs brought about due to the quantity of personnel and equipment with simultaneous deadlines. Any damage caused by other trades will be the Customer's responsibility.

20. Working Hours - Normal delivery and installation services (including drive time) are conducted between the hours of 7:00 AM and 4:00 PM Eastern Time, Monday through Friday, excluding holidays. Services performed times and/or days other than normal may result in additional charges which may or may not include overtime billed at 1.5 times standard billing rates.

21. Staging Areas - Staging areas will be provided by Customer on the same floor and within the workspace.

22. Timeframes - Changes in the number of days allowed to complete the delivery and installation may result in additional charges.

23. Rework Preparation - Workstations, files, drawers, etc. shall be emptied/boxed/clear of space before the arrival of installation crews.

24. Trash Removal - Interphase will remove and discard trash related to the delivery and installation of furniture.

25. Final Cleaning - Interphase will wipe down the installed furniture after installation. Excessive cleaning necessary due to debris and dust by other trades is not included.

Item	Qty.	Product	Price	
			Unit	Extended

- 26. Punch List - Interphase will provide a project punch list to Customer upon significant completion of the installation.
- 27. Interphase will not be liable for damages not caused by its actions or negligence.
- 28. Insurance – Interphase will carry public liability, worker’s compensation, property damage and automobile/truck insurance. Fire, tornado, earthquake, flood, vehicle, general liability and other causality insurance related to the job site, the product, or the transit of the product will be provided and paid by Customer. Customer shall be solely responsible for insurance coverage for the product from the time ownership passes to Customer, under these Terms and Conditions.

Pricing subject to change daily. A 50% deposit is required at time of order entry.

Customer Signature

Date

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM UPGRADES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Tetra Tech of Michigan, P.C. to perform SCADA system upgrades at the Water Treatment Plant in the total estimated amount of \$25,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Tetra Tech of Michigan, P.C. to perform SCADA system upgrades in the total estimated amount of \$25,000.00.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: 3/28/2024
Subject: Supervisory Control and Data Acquisition (SCADA) System
From: Jaime Fleming, Water Treatment Plant Superintendent
Date of Meeting: 4/15/2024

RECOMMENDATION:

It is recommended the City Council authorize as-needed controls programming services for the Water Treatment Plant Supervisory Control and Data Acquisition (SCADA) system from Tetra Tech of Michigan, P.C. - not to exceed \$25,000 for the 2024 calendar year.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Water Treatment Plant protects public health and safety by providing water to residents, businesses, and for fire protection. Continuity of service to meet these vital needs requires proactive update and maintenance of the system control software.

DISCUSSION:

The SCADA system is the software program that allows the treatment plant operators to monitor, control, and regulate the treatment plant processes, water towers, remote pumping sites, and connections to the wholesale customer communities. Tetra Tech of Michigan, P.C. designed and configured the Water Treatment Plant SCADA system and has provided upgrades, updates, and maintenance of the system for over fifteen years.

It is important to have the flexibility to engage their services to quickly address any functionality or security issues that may arise and avoid interruption of treatment plant process controls. It is anticipated that an amount not to exceed \$25,000 is sufficient to address any needed ad hoc provision of services for the remaining calendar year.

BUDGET IMPACT:

Sufficient funding is available in the Water Fund 591-591-55300-806.000 account up to the amount of \$25,000 for the 2024 calendar year.

SCADA System Components

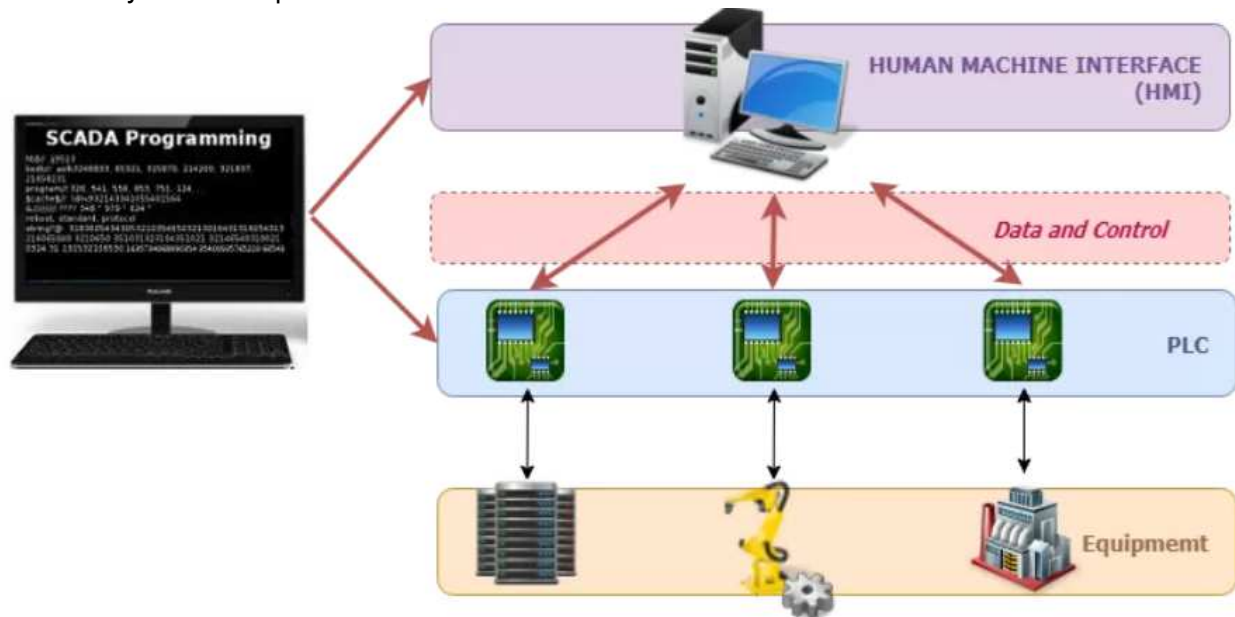


Image Credit: <https://www.dpstele.com/scada/how-systems-work.php>

Example Drinking Water Plant SCADA Software



Image Credit: <https://www.tiga.us/blog/what-is-scada-and-how-it-increases-efficiency>

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT CITY OF WYOMING, MICHIGAN (OVER \$8,500) (NO RFP)

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

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

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

Effective Date means: April 2, 2024.

Professional means: Tetra Tech of Michigan, P.C.
(Name of contracting entity)
A Michigan corporation
(State and type of entity e.g. corporation, limited liability company, etc.)
1136 Oak Valley Drive, Suite 100
(Professional's street address)
Ann Arbor, MI 48108
(Professional's city, state & zip)

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

Proposal means Professional's proposal attached as Exhibit B.

Services or Work means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms.

Waived, modified and added conditions are as follows:

Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor Professional, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the City and Professional shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Force Majeure. Professional shall not be liable for any damages caused by any delay that is beyond Professional's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Strikes by or lockouts of Professional's staff are not force majeure events.

Documents. City will, upon paying fees owed under this contract, own the plans, specifications, reports and other documents produced by Professional pursuant to this contract. City will be wholly responsible for and indemnify Professional for any use of the documents except for the project and purpose for which they were produced by Professional and for any changes in these documents.

Suspension of Work. The City may suspend services performed by Professional upon (7) days written notice. Professional shall submit an invoice for services performed up to the effective date of the work suspension and the City shall pay Professional all outstanding invoices within (30) days. If the work suspension exceeds (30) days from the effective work suspension date, Professional shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination. The City or Professional may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Professional shall submit an invoice for services performed up to the effective date of termination and the City shall pay Professional all outstanding invoices, together with all costs arising out of such termination, within (30) days. The City may withhold an amount for services that may be in dispute provided that the City furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Inapplicable conditions are as follows:

Tetra Tech will not exceed \$25,000.00 worth of billing during the 2024 calendar year.

4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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

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

City of Wyoming

Tetra Tech of Michigan, P.C.

By: _____
Kent Vanderwood, Mayor

By: Brian M. Rubel
(Signature officer, director or principal of Professional)
Brian M. Rubel, Sr. Vice President
(Typed/Printed Name & Title of Person Signing for Professional)

By: _____
Kelli VandenBerg, City Clerk

Date signed: March 26, 2024

Date signed: _____, 20__

Approved as to form: [Signature]

Scott G. Smith, City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. **Grant Compliance.** If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

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

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

B. Professional, any subcontractor, and all their 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, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

D. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

4. **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 other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or 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. Professional 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 Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Professional will use language assistance services in communications.

C. Professional 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 Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.

E. Professional 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.

5. **Ethical Standards.** To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will 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 Professional or of any parent, affiliate, or subsidiary organization 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. Professional will immediately notify City of any subsequently discovered violation of the standards in this section.

6. **Media Releases.** Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. **Payment to Professional.**

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the RFP and Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the RFP and Proposal.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

8. **Intellectual Property.** Professional 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 copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action.

9. **Taxes.** City is generally exempt from federal and 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 separately list amounts added for taxes.

10. **Records.** City is a public entity that receives funds from other governmental agencies. Thus, (i) City must 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 records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

11. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. This contract is binding on Professional's successors and permitted assigns. No other persons are intended to benefit from this contract.

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

13. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating 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 receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. 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, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all 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.

14. Professional Liability and Risk Allocation.

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

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or

property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$1,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect 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. Waiver 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 that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$1,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

16. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional 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).

EXHIBIT B
PROPOSAL



TETRA TECH

Schedule of Hourly Rates

Hourly Billing Rates for: City of Wyoming
Rates Effective Starting: 1/1/24 - 12/31/24

Personnel	Hourly Rate
Management	
Operations Management	
Principal in Charge	\$385.00
Project and Program Management	
Project Manager 1	\$210.00
Project Manager 2	\$230.00
Sr Project Manager	\$260.00
Program Manager	\$300.00
Service	
Engineers	
Engineer 1	\$115.00
Engineer 2	\$130.00
Engineer 3	\$145.00
Project Engineer 1	\$185.00
Project Engineer 2	\$200.00
Sr Engineer 1	\$245.00
Sr Engineer 2	\$260.00
Sr Engineer 3	\$280.00
Principal Engineer	\$365.00
Engineering Designers	
Engineering Technician	\$80.00
Engineering Designer 1	\$100.00
Engineering Designer 2	\$120.00
Engineering Designer 3	\$140.00
Sr Eng Designer 1	\$175.00
Sr Eng Designer 2	\$185.00
Sr Eng Designer 3	\$200.00
Information Technology	
Jr Sys Analyst / Programmer	\$120.00
Sys Analyst / Programmer	\$180.00
Sr Sys Analyst / Programmer 1	\$200.00
Sr Sys Analyst / Programmer 2	\$285.00
Systems	
Scientists	
Scientist 1	\$85.00
Scientist 2	\$105.00
Scientist 3	\$130.00
Sr Scientist 1	\$145.00
Sr Scientist 2	\$175.00
Sr Scientist 3	\$235.00
Principal Scientist	\$270.00



TETRA TECH

Schedule of Hourly Rates

Hourly Billing Rates for: City of Wyoming
Rates Effective Starting: 1/1/24 - 12/31/24

Personnel	Hourly Rate
Field Services	
Construction Observation	
Construction Project Rep 1	\$120.00
Construction Project Rep 2	\$130.00
Sr Constr Project Rep 1	\$160.00
Sr Constr Project Rep 2	\$165.00
Construction Administration	
Construction Administrator	\$105.00
Sr Construction Administrator	\$130.00
Construction Management	
Construction Manager 1	\$200.00
Construction Manager 2	\$220.00
Sr Construction Manager	\$250.00
Construction Director	\$290.00
Surveying	
Survey Tech 1	\$75.00
Survey Tech 2	\$110.00
Survey Tech 3	\$115.00
Survey Crew Chief	\$125.00
Surveying Specialist	\$140.00
Land Surveyor	\$150.00
Sr Land Surveyor	\$180.00
Technical Services	
Technicians	
Technician 1	\$80.00
Technician 2	\$95.00
Technician 3	\$110.00
Sr Technician 1	\$150.00
Sr Technician 2	\$155.00
Sr Technician 3	\$160.00
Project Support	
Computer Aided Design (CAD)	
CAD Technician 1	\$80.00
CAD Technician 2	\$95.00
CAD Technician 3	\$110.00
CAD Designer	\$125.00
Sr CAD Designer 1	\$155.00
Sr CAD Designer 2	\$170.00
CAD Director	\$200.00
Geographic Information Systems (GIS)	
GIS Analyst 1	\$80.00
GIS Analyst 2	\$110.00
Sr GIS Analyst	\$135.00
GIS Application Developer	\$145.00
Sr GIS Application Developer	\$180.00



TETRA TECH

Schedule of Hourly Rates

Hourly Billing Rates for: City of Wyoming
Rates Effective Starting: 1/1/24 - 12/31/24

Personnel	Hourly Rate
Business Support	
Project Administration	
Project Assistant 1	\$75.00
Project Assistant 2	\$85.00
Project Administrator	\$115.00
Sr Project Administrator	\$130.00
Contracts / Legal	
Contract Administrator	\$95.00
Sr Contract Administrator	\$130.00
Finance / Accounting	
Project Analyst 1	\$100.00
Project Analyst 2	\$130.00
Sr Project Analyst	\$175.00
Project Accounting Director	\$250.00
Graphics	
Graphic Artist	\$150.00
Consulting	
Consultant 1	\$95.00
Consultant 2	\$135.00
Sr Consultant 1	\$175.00
Sr Consultant 2	\$215.00
Sr Consultant 3	\$225.00

Calendar Year 2024

1/1/24 to 12/31/24

Common Tetra Tech staff working on City of Wyoming engineering projects:

Personnel (Name)	Billing Title	Hourly Rate (from table)
Michael (Mick) Jones	Sr. Project Manager	\$260
Gene Jones	Sr Engineer 1	\$245
Lynley Champion	Sr Eng Designer 2	\$185
Dan Berendt	Sys Analyst/Programmer	\$180
Jessica Knight	Project Manager 1	\$210
Roger Kaliman	Sr Engineer 1	\$245
Jason Shank	Sr CAD Designer 1	\$155
Vickie Melling	CAD Designer	\$125
Erin Maxwell	Sr Sys Analyst / Programmer 1	\$200
Alan Flak	Project Engineer 2	\$245
William (Bill) Paison	Sr Engineer 1	\$245
Stephen Lozen	Sr Sys Analyst / Programmer 1	\$200

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF SODIUM HYPOCHLORITE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of sodium hypochlorite from Webb Chemical Service Corporation using the West Michigan Cooperative Purchasing Group contract bid pricing.
2. It is estimated the City will spend approximately \$600,000.00 at the Water Treatment Plant and \$262,500.00 at the Clean Water Plant.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the bid for sodium hypochlorite from Webb Chemical Service Corporation using the West Michigan Cooperative Purchasing Group contract pricing.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: 3/28/2024
Subject: Sodium Hypochlorite Cooperative Purchasing Bid
From: Jaime Fleming, Water Treatment Plant Superintendent
Date of Meeting: 4/15/2024

RECOMMENDATION:

It is recommended the City accept the West Michigan Cooperative purchasing group bid for sodium hypochlorite (aka bleach) provided by the City of Grand Rapids from Webb Chemical Service Corporation to supply the Water Treatment Plant and the Clean Water Plant.

COMMUNITY, SAFETY, STEWARDSHIP:

Participation in the cooperative purchase of chemicals provides economy of scale bid pricing and reinforces communication and collaborative relationships with other utilities in the West Michigan region.

DISCUSSION:

The City of Grand Rapids has accepted and awarded a contract for the purchase of sodium hypochlorite. The contract is for a one-year period with the option of two additional one-year renewals. The bids were received by the City of Grand Rapids as part of the West Michigan Cooperative purchasing strategy with participation by the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon. The City of Wyoming has participated in the cooperative purchasing program for over fifteen years.

The low bidder for the initial one-year contract was submitted by Webb Chemical Service Corporation located in Muskegon Heights, Michigan. The price for liquid sodium hypochlorite for the first year of the contract is \$366.00 per ton which is a decrease of \$156.00 per ton from what we currently pay. This bid price is for sodium hypochlorite supplied to Wyoming's Water Treatment Plant and the Clean Water Plant.

BUDGET IMPACT:

Based on the average water treatment flows for the past seven years the estimated cost for sodium hypochlorite at the Water Treatment Plant is \$600,000.00 and \$262,500.00 for the Clean Water Plant.

Adequate funds were budgeted in the Water Fund account 591-591-55300-740.000 and Sewer Fund accounts 590-590-54300-740.000 and 590-590-54800-740.000.

CITY OF WYOMING

CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

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

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

Effective Date means: April 16, 2024.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B is the City of Grand Rapids Bid File #885-40-51.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: Webb Chemical Service Corporation
(Name of supplying entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2708 Jarman St
(Supplier's street address)
Muskegon Heights, MI 49444
(Supplier's city, state & zip)

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form: _____

Supplier Webb Chemical Service Corporation

By: _____
(Signature officer, director, or principal of Supplier)
John R. HAM Sales Mgr
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: April 2, 2024

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Supplier and all Supplier'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. **Qualifications.** Supplier represents and promises that:

A. Supplier and Supplier'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. Supplier and its 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 Supplier 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, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier 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. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) 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. Supplier 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. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

C. Supplier 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 Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

4. **Ethical Standards.** To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) 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 (ii) 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 Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier 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. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. **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.

6. **Payment to Supplier.**

A. Supplier 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 Supplier 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 and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. **Intellectual Property.** Supplier 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. Supplier 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.

8. **Information, Quality, and Related Requirements.**

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

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

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier 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.

9. 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.

10. 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 this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for 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 Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other 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 13.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.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and

consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

B. Supplier 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 actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect 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. Waiver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	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 Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier 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.

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

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

**Exhibit B
Proposal**



BID DOCUMENT

City of Grand Rapids, Purchasing Department
 300 Monroe, NW Room 720 Grand Rapids, MI 49503
 Buyer: Jeffrey Poll Email: jpoll@grand-rapids.mi.us

Bid File #885-40-51
 Chemicals, Bulk Sodium Hypochlorite – Co-Op
 Solicitation Due Date: February 22, 2024

Company Name:	Webb Chemical Service Corp.	Contact Name:	John Hill
Company Phone No:	231-733-2181	Contact Phone No:	231-733-2181
Company Fax No:	231-237-4891	Contact E-mail:	jhill@webbchemical.com
Company Address:	2708 Jarman Street, Muskegon Heights, MI 49444		
Website Address:	www.webbchemical.com	Federal Taxpayer ID #:	38-20201884

Bids are requested for a one-year term contract with two, one year renewal options for the “as needed” purchase and delivery of Liquid Sodium Hypochlorite, as per the specifications contained herein. The City desires pricing offered herein be made available to other West Michigan Cooperative Purchase Agencies. Product proposed shall be available and ready-to-use upon execution of contract. No product or product development of any form shall be allowed or accepted by the City over the life of the contract.

All information in a bidder’s proposal and the subsequent contract is subject to the provisions of the Freedom of Information Act, 1976 no.442, as amended, MCL 15.231 or latest revision thereof. Bidders shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

Companies interested in submitting a response to this solicitation are required to complete this bid document and upload the submittal response through the Bidnet Direct procurement system along with any attachments at <https://www.bidnetdirect.com/mitn/cityofgrandrapids>, or via hard copy submittal as outlined herein, by the deadline specified.

Bidders shall contact Vendor Support at the MITN Purchasing Group if they are having issues with their electronic bid submission. Vendor Support is available at 800-835-4603, Option 2, or at support@bidnet.com.

It shall be the responsibility of the bidder to determine the correct product and to furnish the correct product based upon the item description and specifications provided. Fields provided within this document are editable, and may be completed electronically. Bidders shall download all attached bid document files, complete the documents as requested, save the completed documents under a new name and upload the saved documents to the bid response. Descriptive literature, technical specifications, licenses, attachments, etc may also be provided as part of any submittal to this solicitation. No separate schedules, agreements, terms, conditions, etc shall be recognized or accepted if not submitted with the response to this solicitation.

Any awarded companies for this solicitation are required to be registered in the City’s financial management system, Advantage360. If you are not currently registered, or wish to update an existing vendor profile, click on the following link to begin registration: <https://myadvantagecloud.cgi.com/micgr/vss/AltSelfService>

Specifications

Scope and Intent:

The City of Grand Rapids desires the establishment of a one-year term contract with two, one-year renewal options for "as needed" purchase and delivery of Liquid Sodium Hypochlorite, meeting ANSI/AWWA Specification B 300, Standard for Hypochlorite and must be compliant with the Safe Drinking Water Act and other federal regulations for potable water, wastewater systems, and reclaimed water as applicable, as per the specifications contained herein.

Order history: Quantities listed or referred to in any part of the solicitation shall be for cost analysis only and are not a guarantee of any minimum or maximum quantities to be purchased by the City or any Agencies.

No product development of any type, shape, or form shall be allowed or accepted by the City over the life of the contract. The unit pricing proposed shall apply to all periodic shipments, delivered upon City request. The City desires product manufactured in the United States.

The City, or any individual agency, shall deem whether any product proposed and accepted satisfactorily conforms to its required standards.

Bid pricing proposed shall include all product pricing on a per ton basis, delivery, labor, equipment, materials, and incidentals, F.O.B. delivered, freight included to the locations specified herein. Bid pricing shall include all additional incidental charges, i.e. charges for container cleaning, handling, Superfund, EPA mandates. No deposits or demurrage of any kind shall be allowed or accepted.

Sodium Hypochlorite is to be delivered in minimum truckload quantities of 15 tons and the product shall be stored, shipped, and delivered in tamper-evident packaging.

The vendor shall provide additional clarification of the distinction between trade percent and weight percent as defined in the ANSI/AWWA Specification B 300.

Liquid Sodium Hypochlorite bid shall meet the additional following requirements:

Chemical Requirement:

The Sodium Hypochlorite shall contain between 15 and 16 percent available chlorine by volume (trade percent). In the event the available chlorine by volume (trade percent) is lower than specified, the City shall deduct a penalty as follows:

1. For available chlorine between 14 and 15 trade percent, a penalty of 10% of the contract price shall be deducted.
2. For available chlorine between 13 and 14 trade percent, a penalty of 15% of the contract price shall be deducted.
3. For available chlorine between 12 and 13 trade percent, a penalty of 20% of the contract price shall be deducted.

In any event, if the available chlorine is below 12 trade percent, this will be reason for rejection of the shipment. Return of the rejected shipment shall be performed by the vendor at his own expense.

The total free alkali in Sodium Hypochlorite (as NaOH) shall not exceed 1.5 percent by weight.

Impurities:

To minimize impurities, the Sodium Hypochlorite delivered by the vendor shall be freshly made for each delivery; that is, a shipment shall not be more than one day old.

Packaging:

The packaging of all materials supplied under this contract shall comply with all rules and regulations, and meet all minimum requirements set forth in Code of Federal SDI Regulations (CFR) Title 49, parts 100-180 as of October 1, 1995 or latest version thereof. Proof of such compliance shall be available upon request of each City.

Shipping:

Sodium Hypochlorite solution shall be shipped in suitably lined, thoroughly cleaned tank trucks of 3000 - 5000-gallon capacity. The trucks shall be self-sufficient with regard to unloading the hypochlorite into the City's storage tanks. The vendor will be responsible for providing any air, electricity, hose, or other hook-ups required for the unloading of the chemical.

All shipments to be delivered by company owned trucks. If product will be delivered by a common carrier, approval must be obtained prior to delivery.

All shipments are subject to scheduling by the Cities.

Specifications - Continued

The following information must be sent via email prior to each delivery:

- Delivery address
- Date of Delivery
- Carrier Name
- Driver's Name
- Tractor Number
- Trailer Number
- Shipper's Number
- Tank Seal Numbers
- Estimated Time of Delivery
- Copy of the Driver's License to operate a motor vehicle

Testing Procedures

All analysis shall be performed in accordance with the most current and applicable AWWA standards for sodium hypochlorite. Minimal analysis to be reported for each load is:

1. Available Chlorine, in mg/L or trade percent.
2. Free alkali as NaOH.
3. Insoluble matter or impurities.
4. Metals-Quarterly on a batch.
 - a. Metal to include arsenic, cadmium, chromium, mercury, copper, nickel, lead, antimony, and selenium as mg/kg of available chlorine.
5. A certificate of analysis for the delivery is to be submitted with the bill of lading to the customer.

Orders/Delivery

Orders will be released on an "as needed" basis by the using Cooperative Purchase Agency against term contract purchase orders. The vendor shall deliver to each location ordering the liquid sodium hypochlorite. Vendor shall be aware that orders may be frequent, throughout the year.

Delivery of shipments to be made as specified for each site, delivered as needed between 8:00 A.M. and 2:00 P.M. EST on weekdays only. No holiday or weekend deliveries will be accepted without prior approval.

City of Grand Rapids delivery requirements - Lake Michigan Filtration Plant:

The vendor shall deliver product as ordered by the Lake Michigan Filtration Plant project manager, Monday through Friday 8:00 a.m. - 2:00 p.m. EST, excluding weekends and holidays (unless prior arrangements have been agreed to by the project manager and vendor), to the Lake Michigan Filtration Plant 17350 Lake Michigan Drive, West Olive MI 49460. A shipment notification sheet shall be checked before the driver enters through plant gates. The shipment notification sheet shall be faxed to the Lake plant by the vendor, and shall include, but not be limited to: the delivery date, driver's name, tractor number, trailer number, estimated time of arrival (allowable time window of +/- 30 minutes), evidence of tanker washout and NSF shipment, and photo identification of driver. Numbered seals may also be utilized on the opening of the trailers. The seal shall be placed on the opening once the product is loaded. The seal shall be intact, and the numbers on the seal shall match the numbers on the shipment notification sheet. A broken seal may indicate tampering and shall be refused and replaced with new product at no additional cost to the City. Evidence of tanker washout and NSF shipment shall be provided with each delivery. Deliveries made on a wrong day or at a different time from the ETA (including outside of the allowable time window) may be refused at no additional cost to the City. On any delivery refused by the City, the awarded vendor shall be required to immediately ship additional product meeting specifications set forth herein at no additional cost to the City. Tanker deposits / demurrage of any kind shall not be allowed. No extra or additional charges shall be allowed, no exceptions. No extra or additional charges shall be allowed over the life of the contract.

City of Grand Rapids delivery requirements - Environmental Services:

The vendor shall deliver bulk product as designated by the City project manager to the Retention Basin, 746 Market SW Grand Rapids MI 49503, and/or to 1300 Market SW Grand Rapids MI 49503, utilizing the City of Grand Rapids' unloading station using 2" Evertite adapters. The vendor shall provide air for tanker pressurization, to be included in the bid price proposed.

All deliveries shall occur between the hours of 9:00 AM and 2:00 PM EST, Monday through Friday. Evidence of tanker washout and NSF shipment shall be provided with each delivery. For all deliveries to City departments, a shipment notification sheet shall be checked before the driver enters through plant gates. The shipment notification sheet shall be faxed to the Wastewater Treatment Plant by the vendor, and shall include, but not be limited to: the delivery date, driver's name, tractor number, trailer number, estimated time of arrival (allowable time window of +/- 30 minutes), and photo identification of driver. Deliveries made on a wrong day or at a different time from the ETA (including outside of the allowable time window) may be refused at no additional cost to the City. On any delivery refused by the City, the awarded

Specifications - Continued

vendor shall be required to immediately ship additional product meeting specifications set forth herein at no additional cost to the City. Tanker deposits / demurrage of any kind shall not be allowed. No extra or additional charges shall be allowed, no exceptions. No extra or additional charges shall be allowed over the life of the contract.

<u>Municipality and Plant</u>	<u>Liquid Sodium Hypochlorite Estimated Yearly Usage - Minimum Delivery</u>	
City of Holland		
Water Plant	500 tons	15 tons
Wastewater Plant	740 tons	15 tons
City of Wyoming		
Water Plant	1,600 tons	15 tons
Clean Water Plant	500 tons	15 tons
City of Muskegon		
Water Plant	450 tons	15 tons
City of Muskegon Heights		
Water Plant	200 tons	15 tons
City of Grand Haven	230 tons	15 tons
City of Grand Rapids		
Environmental Services	200 tons (need dependent)	15 tons
Lake MI Filtration Plant	2,200 tons	15 tons

DELIVERY AND BILLING ADDRESSES

	<u>DELIVERY ADDRESS</u>	<u>BILLING ADDRESS</u>
CITY OF HOLLAND	City of Holland Attn: Linn Boerman lboerman@hollandbpw.com Water Treatment Plant 46 North Lakeshore Drive Holland, MI 49424	Holland BPW Accounts Payable 42 South River Street Holland, MI 49423
	City of Holland Attn: Linn Boerman lboerman@hollandbpw.com Water Reclamation Facility 42 South River Street Holland, MI 49423	Holland BPW Accounts Payable 42 South River Street Holland, MI 49423
	*Deliveries to be specified either the east or west side of street.	
CITY OF WYOMING	City of Wyoming Attn: Jaime Fleming Jaime.fleming@wyomingmi.gov 2350 Ivanrest Ave. SW Wyoming, MI 49418	Same as delivery
	*Occasionally, loads may need to deliver to one, of two, locations: the Water Treatment Plant and the low service pump station.	
CITY OF MUSKEGON	City of Muskegon Attn: Joe Buthker joe.buthker@shorelinecity.com 231-724-4104 Water Filtration Plant	Same as delivery

1900 Beach Street
Muskegon, MI 49441

CITY OF MUSKEGON HTS

City of Muskegon Heights
Attn: Mark Panzegrau
markpanzegrau@gmail.com
Water Filtration Plant
2323 Seminole
Norton Shores, MI 49441

Same as delivery

CITY OF GRAND HAVEN

Northwest Ottawa Water
Treatment Plant
Attn: Eric Law
elaw@grandhaven.org
30 Sherman Ave.
Grand Haven, MI 49417

City of Grand Haven (NOWS)
Attn: Accounts Payable
Accountspayable@grandhaven.org
519 Washington Street
Grand Haven, MI 49417

CITY OF GRAND RAPIDS

City of Grand Rapids
Environmental Services
Attn: Dave Harris
dharris@grcity.us
1300 Market Avenue SW
Grand Rapids MI 49503

Same as delivery

City of Grand Rapids
Environmental Services
Attn: *Dave Harris*
dharris@grcity.us
Market Avenue Retention Basin (MARB)
746 Market Avenue SW
Grand Rapids MI 49503

City of Grand Rapids
Environmental Services
1300 Market Avenue SW
Grand Rapids, MI 49503

*Loads may need to be delivered to either delivery location,
needs dependent, as directed by the City of Grand Rapids.

City of Grand Rapids
Lake Michigan Filtration Plant
Attn: *Nick Fisher*
nfisher@grand-rapids.mi.us
17350 Lake Michigan Drive
West Olive MI 49460

Same as delivery

Solicitation Response / Cost Sheet

Bid Item # Qty.	Description	Unit Cost Year 1 04/01/24-03/31/25	Unit Cost Year 2 04/01/25-03/31/26	Unit Cost Year 3 04/01/26-03/31/27
1.	Ton Bulk Liquid Sodium Hypochlorite	\$366.00 /Ton	\$Review in 2025/Ton	\$Review /Ton
	Provide the equivalent unit price per gallon:	\$1.83/Gal	\$Review in 2025/Gal	\$Review/Gal

Estimated Annual Quantity for all Agencies: 6,620 Tons

Tank Truck

Specify common carrier or company owned truck Webb Owned Truck

Specify Manufacturer Rowell Product Name Sodium Hypochlorite

Specify the location (s) where the product proposed is manufactured, as well as depot/inventory location(s):

IL

Any and all costs associated with providing the liquid sodium hypochlorite as specified are to be included in the above cost.

2.	Gallon Liquid Sodium Hypochlorite, 330-gallon Tote	\$2.60/Gal	\$Review in 2025/Gal	\$Review/Gal
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Estimated Annual Quantity for all Agencies: Unknown – New Item

Specify Tote Size: 330 Gallons

Specify Manufacturer Rowell Product Name Sodium Hypochlorite

Specify the location (s) where the product proposed is manufactured, as well as depot/inventory location(s):

IL

List any additional applicable fees for totes: N/A

Bidder: Webb Chemical Service Corp.

Solicitation Response Continued - Questionnaire

Bidders are required to complete the information as requested herein; failure to do so may result in the bid being rejected as non-responsive. The City reserves the right to use responses to these questions in the award of the bid.

List references, other than the City of Grand Rapids, for which your company has provided the exact product and delivery services proposed of similar size and scope as specified herein for other municipalities in the last 24 months:

Agency Name, City, State	Product Provided, Quantity	Phone #	Contact Person
Leprino Foods	Sodium Hypochlorite		
City of Kalamazoo	Sodium Hypochlorite		
Grayling Generating Station	Sodium Hypochlorite		
City of Ionia	Sodium Hypochlorite		

Company Experience:

Provide a brief summation of your company's history and credentials including year established, principle owner(s) and officers, the number of continuous years your company has been in business as provider of the services specified, affiliations, awards, etc., and other information that would indicate your qualifications and capabilities of performing the services specified herein:

Webb Chemical has been in business for 60 years starting in 1963

-- List the nearest municipal location(s) where the exact product bid is currently in use:

City of Kalamazoo

Delivery Time:

Specify delivery timeframe for orders, from receipt of purchase order. 4/Days

-- Specify any and all current approvals and certifications for the exact product proposed, including but not limited to State of Michigan DEQ, ANSI/NSF, etc:

yes

-- Specify product stability and shelf life:

Depending on the storage as to whether the product degrade in active ingredients.

-- Specify quality control procedures utilized, including but not limited to analytical method(s) for testing products to guarantee consistent product(s), procedures to ensure no contamination, etc:

Certificate of Analysis will be provided with each shipment

-- Provide any technical support or additional value-added services that may be provided and/or is included in the pricing proposed:

Technical support is available if needed.

Bidder: Webb Chemical Service Corp

Solicitation Response Continued - Questionnaire

Product Testing:

If the product proposed is new or unfamiliar to the City or any Agency, the City or Agency may desire the vendor to provide exact product proposed, at the bid pricing and tanker loads proposed, on an "as needed" basis for extensive testing and evaluation purposes, until the project manager is able to ascertain if the product provided is effective and meets the City's needs and requirements.

As required, testing shall be performed in cooperation with the City, DEQ, EPA and the awarded vendor. Product testing/evaluation may take several weeks, and is not a guarantee of future obligations of any sort. Final testing and evaluation analysis, performance, and compatibility shall be at the discretion of the project manager and considered final.

Can you comply: Yes No.

If "No" please specify:

If utilizing subcontractors in the performance of any part of the contract (including delivery and or distribution) please provide company information in detail and the type of work they will perform:

1. _____ / _____ / _____
Company Name Address Contact and Phone Number

_____ /
Type of Work Performed

2. _____ / _____ / _____
Company Name Address Contact and Phone Number

_____ /
Type of Work Performed

Emergency Delivery:

Emergency deliveries are required to arrive within 24-hours of request from the designated Project Manager, at the unit prices as listed on the bid form, can you comply: Yes No.

Specify any minimum order quantities, or any additional costs required for emergency delivery:

N/A

List national holidays observed by your company that may affect delivery:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> New Year's Day | <input type="checkbox"/> Martin Luther King Day | <input checked="" type="checkbox"/> Memorial Day |
| <input checked="" type="checkbox"/> Independence Day | <input type="checkbox"/> Labor Day | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Friday after Thanksgiving | <input type="checkbox"/> Christmas Eve | <input checked="" type="checkbox"/> Christmas Day |
| <input type="checkbox"/> Juneteenth | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Specify the following contacts if awarded the contract:

	Name:	Phone:	Fax:	E-mail:
Orders:	Customer Service	231-733-2181	231-237-4891	csr@webbchemical.com
Administrative:	Dee Ruud	231-733-2181	231-237-4891	druud@webbchemical.co,
24 Hour Emergency:		231-733-2181	231-237-4891	csr@webbchemical.com
Service/Support:	John Hill	231-343-9836		jhill@webbchemical.com

Bidder: Webb Chemical Service Corp

Terms & Conditions

Bidders are requested to complete information requested herein; failure to do so may result in the bid being rejected as non-responsive. The City reserves the right to use responses to these questions in the award of the bid. This solicitation does not commit the City to enter into an Agreement, nor does it obligate the City to pay for any costs incurred in preparation and submission of responses or in anticipation of an agreement.

The City of Grand Rapids "General Terms and Conditions" are hereby incorporated by reference.

All information in a bidder's response and the subsequent contract is subject to the provisions of the Freedom of Information Act 1976 no. 442, as amended, MCL 15.231 or latest revision thereof. Bidders shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

Information requested herein shall be furnished completely in compliance with instructions. The information requested, and the manner of submission, are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive and reject any bid in which material information requested is not furnished or where indirect or incomplete answers of information are provided, or if departments are contacted prior to bid opening. All bids submitted shall be on the City's bid document and in the format requested, no exceptions. Any bid response not completed on the City bid document may be rejected as non-responsive.

No separate agreements shall be recognized unless they are included in the bid response for analysis and review, prior to contract award. The City shall not be bound by any part(s) of any bidder's response to the bid which contains information, options, conditions, terms, or prices not requested nor required in the bid unless such conditions are agreed to by both parties prior to entering a contract.

The City bid document and all submittals provided with the bid response shall be subject to public inquiry and dissemination as required. Any bid response that is submitted in full as "confidential" or "proprietary" shall be rejected as non-responsive, no exceptions.

Any and all financial, statistical, personnel, technical and any other data and information relating to the City's operations shall remain strictly confidential. Any breach of confidentiality pertaining to any part of the City's operations shall result in immediate contract termination.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Debarment:

Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Purchase Order, Contractor becomes suspended, debarred, excluded or ineligible for participation or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

Cost of Preparation:

The Respondent shall be responsible for any and all costs incurred in the development and submission of any response. The City assumes no contractual obligation as a result of the issuance of the solicitation, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. The City shall not be contractually bound until the City and the successful Respondent have executed a written Contract for performance of work.

Discrepancies or Omissions:

If a bidder should find discrepancies or omissions in these documents, he/she should at once notify the Purchasing Agent/Buyer. The bidder is required to furnish any information regarding any additional costs not covered herein by the City with their bid. It is the City's intent for all costs to be included herein. Any costs not included herein may not be considered allowable costs under this contract.

Non-Collusion:

By signed submittal and completion of this document, the Contractor certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Contractor understands collusive bidding is a violation of Federal Law and that any false statement thereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Terms & Conditions - Continued**Solicit Cancellation:**

The City reserves the right to cancel this solicitation and/or any planned award for any or no reason as it deems in its own best interests, at no additional costs to the City. Such cancellation notice shall be provided to the awarded vendor prior to a final order being placed.

Economy of Responses:

Responses and presentations should be prepared simply and economically, providing a straightforward and concise description of the Respondent's capabilities to satisfy the requirements of the solicitation. Special bindings, colored displays, etc., are not necessary. Emphasis should be placed on completeness and clarity of content.

Taxpayer Identification Number Certification:

Bidders are certifying with the signature applied to this bid response the following,

1. The number shown on this document is the correct taxpayer identification number (or I am waiting for a number to be issued to me)
2. I am not subject to backup withholding,
 - (a) I am exempt from backup withholding, or
 - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a failure to report all interest or dividends, or
 - (c) the Internal Revenue Service (IRS) has notified me that I am no longer subject to backup withholding and
3. I am an U.S. person (including an U.S. resident alien)

Certification Instructions:

You shall cross out item #2 above if you have been notified by the Internal Revenue Service (IRS) that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item #2 does not apply.

Environmentally Preferable Purchasing:

The City of Grand Rapids desires wherever possible to reduce energy consumption, reduce waste products, develop higher energy efficiencies, acquire products with less toxic content, higher recycled content, and promote the use of less packaging while encouraging higher recycled content in packaging of shipments. The City also desires to have alternate products/services proposed that would provide more durable, reusable, recycled and/or remanufactured alternatives that will help reduce/eliminate waste or pollution, the products/services offered shall be environmentally preferable so as to provide the best value and best life span consistent with the industry standards for the use of the products/services.

If proposing a post-consumer alternate, a higher efficiency alternate, a recycled/recovered content alternate, less toxic alternate, recycled/recovered content percentages, provide detailed specifications for each product proposed with the bid response.

All energy ratings such as energy star shall be included with the bid response.

In the performance of service contracts, the utilization of alternate fuel vehicles shall be considered.

Reserved Rights:

The City of Grand Rapids reserves the right to request any additional information which might be deemed necessary after responses are submitted as it deems in its own best interests to do so.

Further, the City, as it deems in its own best interest, reserves the right to:

1. Reject any or all bids.
2. Issue subsequent Requests for Bid.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Bid process.
5. Approve or disapprove the use of particular subcontractors.
6. Solicit best and final offers from all or some of the Bidders.
7. Award an agreement to one or more Bidders.
8. Waive informalities and irregularities in bid responses and/or products proposed.

The City reserves the right to check all references furnished and consider responses received in determining the award. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of any Agreement and to verify the accuracy of the contents of responses.

Terms & Conditions - Continued**Addendum:**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued through the MITN Purchasing Group and prior to the response due date. Respondent should not rely on any representations, statements, or explanations other than those made in this solicit or in any written addendum to this solicit. Where there appears to be conflict between the solicit and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the MITN Purchasing Group site prior to submitting a response that all addenda have been received. Respondent who obtains copies of this solicit from sources other than the MITN Purchasing Group, risk the potential of not receiving addenda. Such Respondent is solely responsible for those risks.

Respondents who obtain copies of this solicit from sources other than the Bidnet Direct website risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular solicit. Such Respondents are solely responsible for those risks.

Pricing:

All prices shall be quoted in U.S. dollars. Pricing charged to the City shall include all costs for shipping, freight, delivery, etc. Manufacturer/supplier price decreases received by the vendor from any manufacturer shall be passed on to the City in the form of reduced cost of goods to the supplier from the prices currently in effect. From time to time the City will verify such decreases with the vendor and request new price adjustments. No increases over the bid price shall be permitted to compensate the contractor for inefficiency, errors in judgment, increases in labor costs, or profit. Price increases shall only be allowed based on proof of manufacturer's increases in goods, to the supplier.

Quantities listed or referred to in any part of the solicitation shall be for cost analysis only and are not a guarantee of any minimum or maximum quantities to be purchased by the City.

Tanker Deposit/Demurrage:

Tanker deposits / demurrage of any kind shall not be allowed. All costs associated with product delivery shall be included in the bid pricing proposed, including off-loading provided by the contractor. No extra or additional charges shall be allowed, no exceptions.

Product Supply:

Contractor shall guarantee an adequate supply of all commodities/services bid that is ready and available for use upon confirmation of a purchase order for the City of Grand Rapids and using agencies use as specified herein, and at the prices bid, under all market conditions for the life of the contract. Failure to maintain adequate product levels and/or failure to deliver product on a consistent basis may result in immediate cancellation of the contract. The City reserves the right to change products at any time as it deems in its own best interests. No product development of any type, shape, or form shall be allowed or accepted by the City over the life of the contract.

The successful bidder will be responsible at all times, for warranting that products provided under this contract shall comply with all Federal, State safety regulations at time of delivery to the City of Grand Rapids. The Contractor shall become fully informed of and assure compliance with all regulations of MIOSHA, OSHA and EPA Requirements and regulations that are in effect at time of delivery.

Response Submittals:

Bidders should complete and submit this completed, signed document, along with any descriptive literature or attachments, in the Bidnet Direct solution shall be uploaded in Bidnet Direct (<https://www.bidnetdirect.com/mitn>), as per the instructions provided, by the deadline specified. The City reserves the right to waive, at its discretion, any irregularity or informality that City deems correctable or otherwise not warranting rejection of the bid response.

Responses may be withdrawn or modified in writing prior to the response submission deadline. Following the deadline date responses will be considered firm. Responses received after the date and time indicated will not be accepted or considered.

All responses become the property of the City of Grand Rapids. The content of all responses shall be held confidential and sealed until after the public bid opening.

Hard Copy: In lieu of electronic submittal, a hard copy of this completed document may be submitted in a sealed container along with any other descriptive literature or technical specifications, with the following information prominently displayed on the shipping container:

Terms & Conditions - Continued

Purchasing Department - City of Grand Rapids
300 Monroe NW Room 720
Grand Rapids, MI 49503

Bid Ref #190-85-13
Liquid Sodium Hypochlorite
Due: February 22, 2024 11:00 AM EDT

Company Name: #####

Hard copies of the response may be either mailed, delivered, or hand-delivered by the City's Purchasing Department no later than the date specified; submittals received in this manner shall be received no later than the due date. Responses must be shipped in one box or package. If the response is sent by mail or commercial express service, the Respondent shall be responsible for actual delivery of the response to the City Purchasing Department before the deadline.

Solicit Evaluation/Award:

The evaluation of and award for this solicitation shall be made to the responsible offer whose response is determined in writing to be the best value for the City taking into consideration total costs and the evaluation factors set forth in the solicitation. Further, the City reserves the right to award the solicitation and enter into a contract deemed to be in the City's best interest, at its sole discretion.

The award of a contract shall be at the sole discretion of the City. Upon making an award, or giving notice of intent to award, the Purchasing Department will provide appropriate notice electronically or by email. The contract file shall contain the basis on which the award is made.

The selection of the successful bidder will be based on a combination of factors which, in the City's opinion, will best serve the City's interest in obtaining the desired service levels. Factors that will be considered, but shall not be limited to are:

- | | |
|------------------------------------|-------------------------------|
| A. Prices & Length of Firm Pricing | B. Permits / Certifications |
| C. Quality of Product Bid | D. Delivery Requirements |
| E. Past Performance with the City | F. Cooperative Pricing Option |
| G. Bid Discounts | |

The City reserves the right to split the award to one (1) or more vendors if it deems it in its own best interest to do so. The City reserves the right to award any single item and/or any combination of items as it deems in its own best interest.

Debriefing: The entire solicitation file, including ratings and justifications of award, will become public information and may be available for review upon request, only after final award approvals are completed. Debriefing requests shall be by appointment only.

Award/Insurance:

After the selection of the successful contractor, the Purchasing Agent shall request verification and submission of schedule II insurance (see "Exhibit I") as outlined by the City of Grand Rapids. No work shall begin until the proper insurance forms are received and approved, and a contract and/or purchase order is issued by the Purchasing Agent.

Indemnity Requirements:

Upon execution of the Contract, the Contractor shall agree to assume all liability for and protect, indemnify and save the City, its agents, officers and employees, harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or the parties hereto, and their agents contractors, sub-contractors, officers and employees, arising in connection with or as a direct or indirect result of entering into and performance of the contract, whether or not due to or arising out of the acts of any party thereto or its agents, contractors, sub-contractors, officers and employees, or by or in consequence of any negligence or carelessness in connection with the same or on account of liability or obligation imposed directly or indirectly upon the City by reason of any law of the State of Michigan or the United States, now existing or which shall hereinafter be enacted, imposing any liability or liability or obligations, or providing for compensation to any person or persons on account of or arising from the death of, or injury to employees, said contractor shall pay, settle, compromise, and procure the injury to employees, said contractor shall pay, settle, compromise, and procure the discharge of any and all such claims and all such losses, damages, and expenses.

Contacts:

The Purchasing Department is the sole point of contact in the City of Grand Rapids with regards to all procurement and contractual matters relating to the commodities and/or services described herein. The Purchasing Department is the only office authorized to change, modify, amend, alter, clarify etc., the specifications, terms, and conditions of this bid and any contract awarded as a result of this request. The

Terms & Conditions - Continued

Purchasing Department shall remain the "sole point of contact" throughout the procurement process until such a time as the Purchasing Agent/Buyer shall direct otherwise in writing.

For purposes of contractual matters for the West Michigan Cooperative Purchasing Agencies, the lead agency Buyer is Jeffrey Poll, City of Grand Rapids, jpoll@grand-rapids.mi.us, or designee.

Project Manager:

The Project Manager when herein after used shall refer to the administrator or designated representative responsible for the facilities as defined herein and will be the contact person for the successful vendor for day-to-day operations. The Project Manager shall be provided to the vendor upon award of the bid. The Purchasing Agent and Project Buyer shall serve as contacts for all contractual issues. The Contractor shall schedule and coordinate all services with the Project Manager.

Non-Assignment:

The Contractor shall not assign, sub-contract, or sub to a sub-contractor without the written approval of the Purchasing Agent and the Project Manager. No subs shall be allowed if not specified initially on the bid document.

Responsibility of Contractor:

The Contractor shall be responsible for his/her own work and all work performed in connection with the project. He/she shall specifically assume all risk of damage or injury from whatever cause to property or persons used or employed on or in connection with the work, and of all damage or injury from whatever cause to property or persons used on or in connection with the work.

The Contractor will be held responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications and shall assume full responsibility for all materials and workmanship used. He/she shall provide, without extra charge, all incidental items required as a part of his/her work, even though not particularly specified or indicated.

Performance by Subcontractors:

The City understands and agrees that the actual performance of the services shall be made by the primary contractor as specified herein on the bid form page. For purposes of this agreement, performance of the services by any subcontractor shall be deemed as performance by the primary contractor itself. The successful contractors must obtain approval from the authorized City project manager for each such subcontractor. The primary contractor shall remain exclusively responsible for the performance or non-performance of the services by any subcontractor, to the same extent as if the primary contractor itself performed or failed to perform such services. Rates for subcontractor staff will not exceed any fee schedule established for the contractor for the job title/classification. The City agrees to solely consider the primary contractor, and not to any subcontractor, for satisfaction of any claims that the City may have arising out of this Agreement or the performance or nonperformance of services. In the event the prime contractor utilizes one or more subcontractors, the prime contractor will assume all responsibility for performance of services by the subcontractor(s).

Qualification of Contractor's Employees:

Any inability by the contractor for any and all reasons to maintain a regular and consistent work force may result in default of this contract.

Contract Term:

The initial contract term shall be for a one (1) year period from date on the contract. Renewals shall be for the same period of the following years upon approval of the Purchasing Director/Buyer. Prices listed herein shall remain firm for each contract period.

Renewal Options:

The City reserves the right to renew the contract for two additional one (1) year terms at the prices contained herein and upon approval of the Purchasing Agent/Buyer.

Compensation:

Any provision in this Agreement to the contrary notwithstanding, the maximum obligation of the City for services described in this agreement is limited to the not-to-exceed amount of ~~\$1,000,000.00~~ per contract period as specified in the subsequent contract, unless this Agreement is modified in writing after the City Commission has authorized additional funds. The City is not obligated to spend any minimum or maximum obligation authorized under this Agreement.

Orders and Deliveries:

Orders for product for the City of Grand Rapids Lake Filtration Plant shall be placed as contained herein on an "as needed" basis under the contractual terms and conditions of this contract, with individual purchase orders for each delivery generated through the City's financial systems. Other West Michigan Cooperative Purchase Agencies shall place orders as per their established procedures. Contractor shall be aware that orders may be frequent, throughout the year. No deliveries shall be filled until the purchase order is issued to the Contractor for each individual order, unless it has been deemed an emergency situation. Failure to comply may result in non-payment of the invoice.

Terms & Conditions - Continued

All deliveries and shipments shall be F.O.B. delivered, freight included, to the City of Grand Rapids department. F.O.B. terms other than "F.O.B. delivered freight included" shall not be accepted. All goods shall be individually labeled with corresponding bid part numbers on all shippers, invoices and on individual items/parts.

The Contractor shall provide City departments with SDS for any and all products brought on to City property for any reason, at any time, prior to their use, throughout the life of the contract.

Advance Notice of Delivery:

The City and co-op Agencies reserve the right to require 24 hour advance notice of delivery as required. Notification of delivery shall be made (if this requirement is activated) to the designated project manager(s). Activation of this clause shall be made by the designated project manager.

Standard Delivery: City of Grand Rapids:

The vendor shall deliver product as ordered by the project manager, Monday through Friday 9:00 a.m. - 2:00 p.m. EST, excluding weekends and holidays, to the Lake Michigan Filtration Plant, 17350 Lake Michigan Drive, West Olive, MI 49460 unless prior arrangements have been agreed to by the project manager and vendor. The vendor shall be aware that deliveries may be frequent. Agencies/departments may have more than one delivery location and may be in different buildings. While every attempt shall be made to consolidate shipments, the contractor shall be aware that delivery may be daily and to multiple locations throughout the City and the West Michigan area. Deliveries shall be coordinated with the project manager to ensure personnel will be at any locations to accept delivery.

For all deliveries to City Departments, a shipment notification sheet shall be checked before the driver enters through plant gates. The shipment notification sheet shall be faxed to the Lake plant by the vendor, and shall include, but not be limited to: the delivery date, driver's name, tractor number, trailer number, estimated time of arrival (allowable time window of +/- 30 minutes), evidence of tanker washout and NSF shipment, and photo identification of driver. Numbered seals may also be utilized on the opening of the trailers. The seal shall be placed on the opening once the product is loaded. The seal shall be intact, and the numbers on the seal shall match the numbers on the shipment notification sheet. A broken seal may indicate tampering and shall be refused and replaced with new product at no additional cost to the City.

Evidence of tanker washout and NSF shipment shall be provided with each delivery.

Deliveries made on a wrong day or at a different time from the ETA (including outside of the allowable time window) may be refused at no additional cost to the City.

On any delivery refused by the City, the awarded vendor shall be required to immediately ship additional product meeting specifications set forth herein at no additional cost to the City.

Contractor's employees shall be required to wear an identifiable uniform and/or an individual employee identification card/name tag clearly defining the individual as an employee of the Contractor. Vehicles shall also be identified with the Contractor name and/or logo. Such identification shall be prominently displayed while performing services for the City of Grand Rapids. Failure to comply with uniform and identification requirement may result in cancellation of the contract. All costs for uniforms and identification shall be included in the bid pricing proposed.

Standard Delivery: West Michigan Co-Op Agencies:

The Contractor shall contact each individual Agency for detailed delivery and shipping information, such as locations, hours, etc.

Emergency Delivery:

The Contractor shall deliver "emergency" (as determined by the Project Managers) releases within 24-hours of request. The Contractor shall advise the requesting department of approximate charges and obtain the ordering department/agency approval, prior to filling the order, at the prices contained herein.

Samples:

When requested, sample loads of product bid shall be provided at the bid pricing labeled with corresponding bid item number and bidders name, for testing and evaluation. Samples submitted shall be the same as items delivered throughout the life of the contract.

Product testing/evaluation is not a guarantee of future obligations of any sort. Final testing and evaluation analysis, performance, and compatibility shall be at the discretion of the Project Manager and considered final for the purposes of this document.

Equipment:

The Contractor shall maintain his/her equipment in good operational condition. The Contractor shall be solely responsible for any and all equipment replacement costs and incidental costs that may be incurred during services provided. Time lost due to equipment failure shall not

Terms & Conditions - Continued

be considered by the City. The City shall not be responsible in any way for any equipment, vehicles, and tools left unattended on City property. Service vehicles shall be fully operational at all times. Time lost due to equipment failure shall not be considered by the City for any reason. The City shall not be responsible for any repair costs and/or damages to any of the Contractor's equipment that may result from services performed as specified herein.

City Income Tax to Be Withheld:

The Contractor shall certify the status of such payment to the City by Affidavit assuring the City in regard to the withholding of income taxes as needed.

Personal Property Tax:

The Contractor shall certify the status of such payment to the City by Affidavit assuring the City in regard to the payment of property taxes as needed.

Licenses, Certifications:

The successful bidder shall be responsible for adherence to any local, City, state and federal rules, regulations and ordinances and shall be required to obtain and pay for all permits, licenses and fees pertaining to the work required herein throughout the life of the contract.

The Contractor shall furnish to the City upon request copies of all current licenses and permits necessary/required to provide product and service under this agreement. Failure by the Contractor to renew permits, licenses, etc. or the loss of thereof, may result in immediate cancellation of the contract.

Safety, Laws, and Regulations:

Safety is of paramount importance when performing services under this contract. The successful bidder will be responsible at all times, for protection of the work area and property related to and surrounding the project site. Workers shall be required to wear hard hats where required. The Contractor shall become fully informed of and comply with all regulations of MIOSHA, OSHA, EPA, FDA, USDA and EGLE requirements and regulations for any and all materials and work habits, that are in effect currently or come into effect at any time during the contract period, and take any other needed actions or responsibility as necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of works.

Invoicing:

All invoicing of goods and services related to the project shall be forwarded to the City's Project Manager(s). Invoicing shall be on a monthly basis and include but not be limited to the following:

- | | | |
|--------------------------------------|-----------------------------------|-----------------------------|
| A. Department Name & Person Ordering | B. Contract/Purchase Order Number | C. Delivery Location & Date |
| D. Unit Costs | E. Total Quantity | F. Grand Total |

Vendor Shall Note: The successful Contractor shall be aware that invoicing shall be accepted only from the Contractor as listed on the bid form and subsequent Master Agreement Number and only in the format as specified herein. Invoices not meeting this requirement shall be discarded. No consideration shall be made by the City on behalf of the contractor for any reason in these circumstances. In these circumstances corrected invoices resubmitted for payment shall not be considered after (90) ninety days.

Non-Reimbursable Charges:

Pricing proposed shall include all overhead expenses and incidentals which shall include, but not be limited to shipping/delivery, travel time (prior to reaching the work site), per diem, vehicle costs and equipment charges (prior to reaching the work site), fuel surcharges. No additional costs shall be recognized unless negotiated and agreed to in writing by both parties.

Independent Contractor:

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Grand Rapids. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Grand Rapids and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Grand Rapids, nor shall any such person be entitled to any benefits available or granted to employees of the City of Grand Rapids.

Management of Service Contracts:

The City's designated Project Manager shall be responsible for the day-to-day operation of the contract and contract performance monitoring. Departments are required to document any performance or problems with the contract to purchasing. Contractors are to note any and all contract problems to the Purchasing Department buyer. This process does not relieve departments or contractors of any other responsibility to

Terms & Conditions - Continued

purchasing including expenditure amount and providing services not specifically in the contract. Questions concerning any issues should be addressed to the Purchasing Department buyer (see modifications).

Modifications:

This contract shall not be modified, amended, extended, or augmented without prior approval of the Purchasing Agent/Buyer. City commission approval may also be required. Changes of any nature reflecting a modification to this contract, or any increase or decrease in costs, shall not be permitted without a properly drafted change order submitted by the Purchasing Agent/buyer. Failure to comply shall result in non-payment of the additions and cancellation of the contract.

Additions/Deletions:

The City reserves the right to add new and/or delete commodities, services, locations, departments as needed through the life of the contract upon approval of the Purchasing Agent, at the pricing, terms, and conditions herein. Additional commodities, services, agencies, and departments may be included on this contract upon receipt of written quote by the Purchasing Department, and subsequent change order issued. The costs associated with any deletion or discontinuation of services or locations shall be deducted accordingly on invoices. As this is a non-exclusive contract, City reserves the right to obtain competitive pricing as it deems in its own best interests for any additional items and/or services identified by the City, and to order such items from additional vendors if in the City's best interests.

Method of Resolving Dispute:

The Contractor hereby acknowledges to endeavor to resolve any Contract dispute in accordance of this provision. Any dispute will be referred to each party's respective Project Managers and shall include a description of the issues along with written, supporting documentation. The Contractor must, in the first instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their differences within a reasonable amount of time, the Contractor may escalate the dispute to the City Purchasing Agent for final resolution, up to and including termination. The parties will continue performing contractual services while a dispute is being resolved.

Records to Be Maintained, Access to Records:

The Contractor shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the services defined in this Agreement in accordance with generally accepted professional consulting and accounting practices. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor shall provide proper facilities for such access and inspection.

The Contractor shall maintain and make available accounting records during performance of the services under this Agreement and until three years from date of final payment for the Project. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

Reports:

The Contractor shall be required to report the contract usage by City departments, including but not limited to usage/quantities, amounts paid to the Contractor, weigh slips, etc. All records, regardless of physical form, and the accounting practices and procedures of the contractor relevant to this contract shall be subject to examination by the City. Such records shall be reported when requested by the buyer in the City of Grand Rapids Purchasing Department or other internal City staff. Contractor shall maintain all of the applicable records for at least three years following completion of this contract.

Should an audit, inspection, or examination of the contract disclose any overpricing or overcharging of any nature by the Contractor to the City, the Contractor shall reimburse, through either cash remuneration or crediting of the City's account, the actual amount of the overcharge. Failure to provide reimbursement in a timely manner to the City shall result in immediate contract cancellation.

Remedies:

All claims, counterclaims, disputes and other matters in question between the City and the Contractor, including their agents, employees, subcontractors, Contractors or other subordinate parties arising out of or relating to this Agreement or its breach shall be decided in a court of competent jurisdiction within the County of Kent, State of Michigan, or in the U.S. District Court for the Western District of Michigan. This Agreement is to be governed by and interpreted in accordance with the law of the State of Michigan.

Force Majeure:

Whenever a contractors place of business, mode of delivery, or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of the Contractor to promptly advise the City of such circumstance. In such circumstance, the City reserves the right to cancel any and all orders with the Contractor, and source the needed items or material from another source of its choice, at no additional cost.

Terms & Conditions - Continued

Waiver:

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Severability:

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Press Release or Other Public Communications:

Under no circumstances shall the Contractor without the express written consent of the City: a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and b) Communicate in any way with any Contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City.

Acceptance of Facsimile, Scanned, or Electronic Signatures:

The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image or such other electronic means including a signature entered into the City's Purchasing Software. Such facsimile, scanned, or electronic signature shall be treated in all respects as having the same effect as an original, wet-ink signature.

Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Termination/Cancellation:

The City reserves the right to cancel this Contract for Cause or for Convenience with thirty (30) days written notice to the Contractor, at no additional costs to the City.

If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any ordering fees earned to the effective date of the notice of termination, less any payments previously made. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval.

Vendor shall note: if the City obtains or becomes aware of any and all past or pending complaints, disciplinary actions, civil actions, criminal actions, etc., that were not disclosed in the space and form provided in the bid document, the City reserves the right to unilaterally cancel the contract immediately, as it deems in its own best interests to do so.

Cooperative Purchasing:

We will supply the commodities and/or services on this bid, at the prices and terms as specified herein, to the City of Grand Rapids departments, West Michigan Cooperative Purchase Agencies, and other authorized local units of government and to other local agencies/units that in the future may wish to utilize the co-op pricing. As the lead cooperative agency, the City of Grand Rapids reserves the right to add/authorize other municipalities and/or local agencies to the contract at any time during the life of the contract, at the prevailing terms, conditions, specifications, and pricing of the contract.

Can you comply: Yes No.

Company name

Webb Chemical Service Corp.

Print or Type

John Hill

Company Officer Name / Signature

All purchase orders shall be submitted by, invoices billed to, and payment remitted by, the authorized departments and other local units of government ordering the commodities and/or services.

Terms & Conditions - Continued

Entirety of Agreement:

This Agreement, and any attachments, incorporated by reference, constitutes the entire agreement between City and Contractor relating to the subject matter hereof and supersedes any previous agreements or understandings, oral or written. In the event of any conflict between the provisions of this Contract and the provisions of any work order hereunder, the provisions of this Contract shall control. If additional or supplemental terms and conditions either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and any special conditions in this response are the only conditions applicable to

the response and any ensuing contract and the bidders authorized signature affixed to the response solicitation signature form attests to this. If you condition your bid on such additional terms and conditions, your bid shall be rejected as non-responsive.

In the event of any conflict between the provisions of this Contract and the provisions of any work order hereunder, the provisions of this Contract shall control.

Bid responses comply with all terms and conditions contained herein: Yes No

If no, list exceptions below in detail:

Terms & Conditions - Continued

Litigation History

A. The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$20,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Proposer must provide the following: The name of the claim, arbitration, litigation or action, the amount at issue or the criminal charges alleged, and the status or final disposition of the case.

B. The Proposer must also provide details of any current or threatened legal actions in Michigan against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Proposer or its parent, or against such a government entity by the Proposer or its parent company or joint venture company(ies). For each action, the Proposer must provide the following: The name of the action and the court in which the action is pending, the action number and the amount at issue.

C. The Proposer shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the Internal Revenue Service, the United States Environmental Protection Agency, the Michigan Department of Environment, Great Lakes & Energy, or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.

D. The Proposer shall inform the City if it has had a permit, franchise, license, entitlements, or business licenses that have been revoked or suspended in the last five (5) years.

E. The Proposer must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years.

Check One:

Neither the undersigned firm, nor any of its officers or principals, has been a party to any litigation and/or judgments entered against it or them by any local, state, or federal governmental entity, and has had no litigation and/or judgments entered against any such entity on its or their behalf during the past five (5) years.

OR

The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against it or one or more of its officers or principals by any local, state, or federal governmental entity, by any state or federal court, during the past five (5) years.

Webb Chemical Service Corp
COMPANY NAME

John Hill
NAME (PRINT OR TYPE)

Sales Manager
TITLE

John Hill
AUTHORIZED SIGNATURE

Failure to check the appropriate blocks above may result in disqualification of your response. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, that the City obtains after the fact, through any means, may result in disqualification of your response and cancellation of any contract(s).

Vendor shall note: if the City obtains or becomes aware of any and all past or pending complaints, disciplinary actions, civil actions, criminal actions, etc., that were not disclosed in the space and form provided in the bid document, the City reserves the right to unilaterally cancel the contract immediately, as it deems in its own best interests to do so.

Terms & Conditions - Continued

Conflict of Interest

By signing below, the Contractor represents that:

No officer, director, employee, agent, or other Contractor of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Contractor of the City, or of the State of Michigan (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- a. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- b. is an employee, agent, advisor, or Contractor to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the City's Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

Conflict/Non-Conflict of Interest Statement: Check One

To the best of our knowledge, neither the undersigned firm, nor any of its officers or principals, has a potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, or one or more of its officers or principals, BY ATTACHMENT TO THIS FORM, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Webb Chemical Service Corp

COMPANY NAME

John Hill

NAME (PRINT OR TYPE)

Sales Manager

TITLE

John Hill

AUTHORIZED SIGNATURE

BID AWARD & CONTRACT

Bidders should sign this form at the time the Bid is submitted. If the contract is awarded to the bidder, the City will execute the contract after City Commission approval.

By signing this BID AWARD & CONTRACT, the bidder agrees to be bound by its content.

THIS CONTRACT is entered into on 03/21/2024. The contract includes:

The bid solicitation documents, the bidder's bid response documents, any required insurance or bond forms, the Equal Opportunity and/or Affirmative Action provisions required by City Policy whether attached or not and all other provisions required by law, City Charter, ordinance or City Policy whether attached or not.

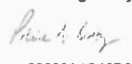
By executing this CONTRACT, the parties agree to be bound by its terms and by the documents referred to which are incorporated herein by reference.

CC Approved 03/19/2024
Proceeding #93377

The City of Grand Rapids, a
Michigan Municipal Corporation

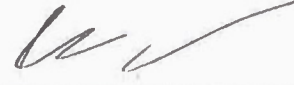
By: 
ES07110D95TAEZ...
Rosalynn Bliss, Mayor

Attested:  
D9F73BB4D3CD4E...
Joel H. Hondorp, City Clerk


28268A4C46D9402
Patrick A. Beatty

BIDDER/CONTRACTOR

Webb Chemical Service Corp
Full Legal Company Name (Type or Print)


Signature of Authorized Representative

John Hill, Sales Manager
Title of Authorized Representative


Signature of Company Officer
Kurt Schotlens, VP of Commercial & Culture

Witnessed: 
Kari Maciag, Account Manager Webb Chemical

POLICY NUMBER: GLP2021265-16

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by those entities with whom the Named Insured executes a written contract.	All locations of the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GLP2021265-16

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by those entities with whom the named insured executes a written contract.	Where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GLP2021265-16

COMMERCIAL GENERAL LIABILITY
CG 20 15 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
As required by those entities with whom the Named Insured executes a written contract.	All chemicals on file with the Company distributed by the Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GLP2021265-16

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization for whom you are required by written contract or agreement to waive rights of subrogation or recovery but only if such written contract or agreement is entered into (not backdated) and put in effect prior to loss by you or any other person, entity or organization for whom you are legally responsible.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Certificate Of Completion

Envelope Id: BC29966DDD1D470D8104AAED692E0684	Status: Completed
Subject: DocuSign: Webb Chemical - 885-40-51 - Award Document - #93377	
Source Envelope:	
Document Pages: 31	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Jeffrey Poll
EnvelopeId Stamping: Enabled	jpoll@grand-rapids.mi.us
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	IP Address: 147.160.60.2

Record Tracking

Status: Original 3/21/2024 2:28:00 PM	Holder: Jeffrey Poll jpoll@grand-rapids.mi.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Grand Rapids	Location: DocuSign

Signer Events

Document Routing 2) - Risk Management
evonhatten@grand-rapids.mi.us
Interim Risk Mgr
Security Level: Email, Account Authentication (None)

Signature



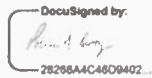
Signature Adoption: Drawn on Device
Using IP Address: 147.160.60.2

Timestamp

Sent: 3/21/2024 2:41:21 PM
Viewed: 3/21/2024 2:49:28 PM
Signed: 3/21/2024 2:49:40 PM

Electronic Record and Signature Disclosure:
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Patrick A. Beatty
pbeatty@grand-rapids.mi.us
Assistant City Attorney
City of Grand Rapids
Security Level: Email, Account Authentication (None)



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Using IP Address: 147.160.60.2

Sent: 3/21/2024 2:49:42 PM
Viewed: 3/26/2024 12:01:49 PM
Signed: 3/26/2024 12:06:01 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Document Routing 4) Mayor
contracts_rbliss@grand-rapids.mi.us
Mayor
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 147.160.60.2

Sent: 3/26/2024 12:06:03 PM
Viewed: 3/27/2024 8:25:41 AM
Signed: 3/27/2024 8:26:41 AM

Electronic Record and Signature Disclosure:
Accepted: 8/4/2023 9:02:00 AM
ID: 685c75e2-cc9d-4385-b32e-6fbd53ec56f9

Document Routing 5) - City Clerk
contracts_cityclerk@grand-rapids.mi.us
City Clerk
City of Grand Rapids
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 147.160.60.2

Sent: 3/27/2024 8:26:43 AM
Viewed: 3/27/2024 8:53:09 AM
Signed: 3/27/2024 8:53:15 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Document Routing 1) - Law Dept
cityattorney@grand-rapids.mi.us

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Document Routing 6) - Clerk Records
records_cityclerk@grand-rapids.mi.us

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Sent: 3/27/2024 8:53:16 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Document Routing 7) - Comptroller Records
comptroller@grand-rapids.mi.us

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City Comptroller
City of Grand Rapids

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/27/2024 8:53:09 AM
Signing Complete	Security Checked	3/27/2024 8:53:15 AM
Completed	Security Checked	3/27/2024 8:53:17 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft - OBO - City of Grand Rapids (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft - OBO - City of Grand Rapids:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dstart@grand-rapids.mi.us

To advise Carahsoft - OBO - City of Grand Rapids of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dstart@grand-rapids.mi.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft - OBO - City of Grand Rapids

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dstart@grand-rapids.mi.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft - OBO - City of Grand Rapids

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to dstart@grand-rapids.mi.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft - OBO - City of Grand Rapids as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft - OBO - City of Grand Rapids during the course of your relationship with Carahsoft - OBO - City of Grand Rapids.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Inductively Coupled Plasma Optical Emission Spectrometer (ICP-OES) System	Shimadzu Scientific Instruments, Inc.	\$73,515.45
Recycled Concrete Bin Blocks	Grand Rapids Gravel	Bid prices as shown on the attached staff report.
Furnishing and Placement of Trees	Horrocks Nursery Farms, Inc.	Bid prices as shown on the attached staff report.

2. The City Council authorizes the Mayor and City Clerk to sign the contracts.

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 April 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

STAFF REPORT

Date: March 26, 2024

Subject: Purchase of Inductively Coupled Plasma Optical Emission Spectrometer (ICP-OES) System with Installation and Training

From: Peter Minnich, Laboratory Services Manager

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

Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended City Council authorize the purchase of an inductively coupled plasma optical emission spectrometer (ICP-OES) system with installation and training, from the low bidder, Shimadzu Scientific Instruments, Inc., in the amount of \$73,515.45. The specific product being recommended is the Shimadzu ICPE-9820 Dual View Simultaneous Emission Spectrometer.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant serves as a final line of defense in the protection of the environment and the public health of Wyoming's residents. To ensure its success in this mission, sophisticated laboratory analysis is used to detect the presence of heavy metals in both the industrial wastewater discharges that enter the plant and in the plant's treated effluent that flows to the Grand River.

DISCUSSION:

To meet the regulatory requirements of the wastewater treatment system and the industrial sewer users within Wyoming, wastewater samples must be analyzed for certain trace metals. These trace metals can have profound environmental impacts if not monitored and treated properly. This testing is performed in our Clean Water Plant laboratory using an instrument known as an inductively coupled plasma optical emission spectrometer (ICP-OES). Samples from around the plant as well as samples collected from certain industrial users within the City are analyzed in our lab.

The current ICP-OES instrument is nearing ten years old, which after processing approximately 1200 samples annually, exceeds the recommended in-service life to ensure consistent and proper function in accordance with EPA methods.

On Tuesday, March 12, 2024, the City received three bids for an ICP-OES system with installation and training. Invitations to bid were sent out fifty-four registered bidders and downloaded by seventeen prospective bidders. On Wednesday, February 28, 2024, a pre-bid meeting was held and four companies attended the mandatory meeting.

The bid proposals are comprised of multiple components: the ICP-OES instrument, an autosampler, a chiller, a power conditioner, trade-in & removal of old instrumentation, and installation & training. The bid proposal from the low bidder, Shimadzu Scientific Instruments, Inc., meets all the requirements for EPA methods 200.5 and 200.7 as well as all the other items included in the bid specification. Shimadzu Scientific, Inc. agreed to the terms and conditions of the bid contact.

TABULATION:

Vendor	Thermo Electron North America LLC	Shimadzu Scientific Instruments, Inc.	PerkinElmer U.S. LLC
Total Bid Price*	\$73,730.84	\$73,515.45	\$91,149.23

*All-included price as stated by the bidder

BUDGET IMPACT:

Funds for the purchase are budgeted in account number 590-590-54400-986.444.



Current ICP-OES Instrumentation System

WYOMING

Inductively coupled plasma optical emission spectrometer (ICP-OES) system

PROJECT CONTRACT CITY OF WYOMING, MICHIGAN

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:

Shmadzu Scientific Instruments
(Name of contracting entity)
 A Corporation, Maryland
(State and type of entity, e.g., corporation, limited liability company, etc.)
7102 Riverwood Dr.
(Contractor's street address)
Columbia, MD 21046
(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: March 5, 2024.

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 B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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:

- Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
- City will pay the Contractor in accordance with the RFP as modified by the Proposal.
- Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

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

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

Contractor: Shmadzu Scientific Instruments, Inc.

By: _____
Kent Vanderwood, Mayor

By: [Signature]
(Signature of officer, director, or principal of Contractor)
Dave Grossens
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: March 8, 2024

Date signed: _____, 20__

Approved as to form: [Signature]

STAFF REPORT

DATE: March 19, 2024
SUBJECT: Bid Award – Recycled Concrete Bin Blocks
FROM: Jodie Theis, Public Services Supervisor
Date of Meeting: April 15, 2024

RECOMMENDATION:

It is recommended that the City Council award the bid for recycled concrete bin blocks to Grand Rapids Gravel Inc., at the unit prices shown on the bid tabulations. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Concrete bin blocks will be used for outdoor material storage bins at the Public Works facility and will also be used for creating a barrier wall in the yard waste facility to contain the leaf pile. Recycled concrete bin blocks are made from materials that are recycled and able to be recycled, reducing the consumption of natural resources and the dumping of concrete materials in landfills.

DISCUSSION:

On Tuesday, March 19, 2024, the City received one bid for recycled concrete bin blocks. One hundred and twenty-seven invitations to bid were sent to prospective bidders. Grand Rapids Gravel was the sole bidder.

The Public Works Department is anticipating that it will spend approximately \$12,000 for the purchase of recycled concrete bin blocks.

BUDGET IMPACT:

Sufficient funds are available in the solid waste disposal capital outlay account: 230-441-44300-987.000

ATTACHMENTS:

Bid Tabulations – 3/19/24
Contract – Grand Rapids Gravel

CITY OF WYOMING

TABULATION OF BIDS ON RECYCLED CONCRETE BIN BLOCKS - BID #2173

Opened By The City Clerk On March 19, 2024 At 11:00 a.m.

Pay Item	Unit	GRAND RAPIDS GRAVEL
2' x 2' x 2' Recycled Concrete V-Wedge Interlocking Bin Block	EA.	\$ 53.00
3' x 2' x 2' Recycled Concrete V-Wedge Interlocking Bin Block	EA.	\$ 55.00
4' x 2' x 2' Recycled Concrete V-Wedge Interlocking Bin Block	EA.	\$ 57.00
5' x 2' x 2' Recycled Concrete V-Wedge Interlocking Bin Block	EA.	\$ 59.00
6' x 2' x 2' Recycled Concrete V-Wedge Interlocking Bin Block	EA.	\$ 61.00
6' - Recycled Concrete Corner V-Wedge Interlocking Bin Block	EA.	\$ 61.00
Delivery Cost Per Load	EA.	\$ 525.00
Total # of 6' x 2' x 2' Blocks Per Load		29
# of Days Required For Deliveries From Date of Receipt of Orders		Currently 2 Days Depending On Order Size, But Changes Throughout The Year

CITY OF
Wyoming
MICHIGAN

RECYCLED CONCRETE BIN BLOCKS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Grand Rapids Gravel
(Name of supplying entity)
A Michigan
(State and type of entity, e.g., corporation, limited liability company, etc.)
2700 28th Street
(Supplier's street address)
Grand Rapids, Mi. 49509
(Supplier's city, state & zip)

Effective Date means: March, 2024

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:
Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:



Contractor: Grand Rapids Gravel

By: Ken Sterk
(Signature officer, director, or principal of Contractor)
Ken Sterk
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: March, 2024

STAFF REPORT

Date: April 1, 2024

Subject: Furnishing and Placement of Trees Bid Award

From: Tim Montgomery, Parks Foreman

Cc: Krashawn Martin, Director of Parks and Recreation

Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended City Council authorize the low bid from Horrocks Nursery Farms, Inc. to furnish and place trees in our park system as needed throughout the year. The department expects to spend up to \$10,000 for replacement trees and new tree plantings throughout the year.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming strives to provide a safe, convenient, and a pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

Planting and replacing trees that are lost due to storm damage or disease, provides shade for residents, and improves parks aesthetics. New trees improve the environment adding oxygen and helping to control soil erosion. Healthy trees are important an important benefit to the community.

DISCUSSION:

On March 26, 2024, the City received two bids to provide for the furnishings and placement of trees. Ninety-one (91) invitations to bid were sent out to perspective bidders. To be efficient, economically prudent, and biologically diverse the city has asked for a three-year bid with 11 different tree species to be planted in our park system. As shown in the attached bid tabulation, apart from two types of trees in the second year and three in the third year from Building Bridges Professional Services being lower in price. The overall best value over three years per tree is from Horrocks Nursery Farms Inc.

BUDGET IMPACT:

Funds for the purchase are budgeted in account number 208-752-75600-987.151

TABULATION SHEET:

	Building Bridges Professional Services			Horrocks Nursery Farms Inc.		
	<u>Year 1</u> May 1, 2024 – April 30, 2025	<u>Year 2</u> May 1, 2025 – April 30, 2026	<u>Year 3</u> May 1, 2026 – April 30, 2027	<u>Year 1</u> May 1, 2024 – April 30, 2025	<u>Year 2</u> May 1, 2025 – April 30, 2026	<u>Year 3</u> May 1, 2026 – April 30, 2027
Type of Tree	Price Per Tree	Price Per Tree	Price Per Tree	Price Per Tree	Price Per Tree	Price Per Tree
Kentucky Coffee Tree	\$875.00	\$901.25	\$928.00	\$732.96	\$806.25	\$879.55
Blackgum	\$875.00	\$901.25	\$928.00	\$732.96	\$806.25	\$879.55
Horse Chestnut	N/A	N/A	N/A	\$732.96	\$806.25	\$879.55
Sycamore – American	\$765.00	\$787.95	\$811.00	\$732.96	\$806.25	\$879.55
Norway Maple	\$965.00	\$993.95	\$1,023.00	\$732.96	\$806.25	\$879.55
Sugar Maple	\$875.00	\$901.25	\$928.00	\$732.96	\$806.25	\$879.55
Red Maple	\$735.00	\$757.05	\$779.00	\$732.96	\$806.25	\$879.55
Linden – Little Leaf	\$875.00	\$901.25	\$928.00	\$732.96	\$806.25	\$879.55
White Oak	\$875.00	\$901.25	\$928.00	\$732.96	\$806.25	\$879.55
Red Oak	\$775.00	\$798.25	\$822.00	\$732.96	\$806.25	\$879.55
White Pine	\$875.00	\$901.25	\$928.00	\$394.70	\$434.17	\$521.64

Attachment:
Contract

CITY OF
Wyoming
MICHIGAN

FURNISHING AND PLACEMENT OF TREES PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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:

Harrocks Nursery Farms, LLC.
(Name of contracting entity)
A Michigan Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
3355 Didine Rd.
(Contractor's street address)
Ionia, MI 48846
(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: 1 April, 2024

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 B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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:

(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: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____

Contractor: HARROCKS NURSERY FARMS INC.

By: [Signature]
(Signature officer, director, or principal of Contractor)
Matthew Harrocks, President
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 1 April, 2024

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND ACCEPTANCE OF PROPOSALS FOR THE
WYOMING CITY HALL FIRST FLOOR INTERIOR RENOVATIONS PROJECT

WHEREAS:

1. Formal bids and proposals have been obtained on the below listed items related to the Wyoming City Hall First Floor Interior Renovations project.
2. The bids and proposals received have been reviewed and evaluated per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids and authorizes the contingency and not to exceed amounts for the below listed items as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Base Bid Cost	Contingency	Not to Exceed Amount
Furniture Procurement	Kentwood Office Furniture	\$416,236.58	~10%	\$450,000.00
Building Finish Upgrades	Optimal Home Services LLC	\$138,983.48	~10%	\$150,000.00

2. The City Council accepts proposals and authorizes the contingency for the below listed items as recommended in the attached staff report and summarized below.

Item	Recommended Proposer	Base Bid Cost	Contingency	Not to Exceed Amount
Interior Wall Demolition and Renovations	Vander Kodde Construction Co.	\$62,500.00	~10%	\$68,000.00
Electrical and Data Networking	Terbeek & Scott Electric	\$15,027.00	~10%	\$17,000.00

3. The City Council authorizes the Mayor and City Clerk to sign the contracts after review and approved as to form by the City Attorney.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 15, 2024.

 Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
 Staff Report
 Contracts & Proposals

Resolution No. _____

STAFF REPORT

Date: April 10, 2024
Subject: City Hall First Floor Interior Renovations Project
From: Troy Rinks, Facilities Foreman
Meeting Date: April 15, 2024

RECOMMENDATION:

It is recommended that the City Council award multiple vendors for work as listed below, for the first floor City Hall Interior Renovations Project:

- Award the Furniture Procurement Bid to the low bidder, Kentwood Office Furniture, in the amount of \$416,236.58 plus approximately 10% in contingency, for a not to exceed amount of \$450,000.00.
- Award the Building Finish Upgrades Bid to the low bidder, Optimal Home Services LLC, in the amount of \$138,983.48, plus approximately 10% in contingency, for a not to exceed amount of \$150,000.00.
- Accept the lowest proposal to perform select interior wall demolition and renovations from Vander Kodde Construction Co. in the amount of \$62,500.00 plus approximately 10% in contingency, for a not to exceed amount of \$68,000.00.
- Accept the lowest proposal to perform select electrical work and data networking from Terbeek & Scott Electric in the amount of \$15,027.00 plus approximately 10% in contingency, for a not to exceed amount of \$17,000.00.

It is further recommended that the City Council authorize the Mayor and Clerk to enter into contracts with the listed parties.

COMMUNITY, SAFETY, STEWARDSHIP:

Existing department layouts, furniture, floor coverings, and paint in City Hall are original to the building that was constructed over 20 years ago. Renovating and updating these spaces enables accommodation of additional employees and is an important investment to provide a modern work environment, boosting morale, retention, and recruitment. Interior space redesigns will optimize existing space and incorporate technology such as sit-to-stand desks that will enhance workplace ergonomics. Additionally, carpet

replacement was recommended for replacement within the next two fiscal years by the 2021 asset management plan.

DISCUSSION:

As part of capital improvement planning, City Hall is undergoing a modernizing and improvement process starting this fiscal year due to carpet fading/wearing, difficulty in repairing/replacing office furniture, and fading of wall finishes (paint).

This work was originally broken into 3 phases over 3 fiscal years. Phase 1 of this work includes the east side of City Hall, phase 2 includes the west side of City Hall, and phase 3 includes the second floor. However, due to excellent bid pricing results and at the request of City Council, all of this work is now planned to occur within 2 fiscal years (FY24 and FY25)

This City Hall First Floor Interior Renovations project includes phases 1 and 2. It involves updating the furniture (desks and chairs) of all office and hallway areas; recarpeting and repainting all areas with these features, including the City Council chambers; renovating (demolishing and constructing several walls within) the Planning and IT areas to accommodate additional staffing and conference room needs; and performing electrical and data cabling to support the overall work.

The third phase, second floor work is not included as part of this overall project award. Staff are currently working on finalizing second floor workspace design, and have confirmation from the low furniture and finish bidders that they will honor their bid prices through the end of this calendar year. Once designs are finalized, staff will present this work (in the form of a contract extension) to City Council for formal approval. It is expected that this will occur early to mid-summer.

On July 3, 2023, Studio SMC was awarded a contract by the City Council to meet with departments to identify needs, draft bid specifications for furniture procurement and building finish upgrades, review bid results and provide a recommendation.

Furniture Procurement Bid

Studio SMC worked with City staff to prepare a bid specification for furniture procurement. The bid specification included replacement of all City desks, filing storage, chairs, conference room tables and other various furniture needs within each specific office area. It also included replacement of furniture in the hallway areas, but not furniture or desks in the Council chambers or West conference room.

Utilizing the City's E-bidder system, 29 prospective bidders downloaded the bid specification. On February 13, 2024, 4 bids were received. Results are provided on the attached tabulation.

After a review by Studio SMC, facilities staff, and the affected department staff, the vendor that best meets the city's needs is the low bidder, Kentwood Office Furniture. The bid specifications requested both a preferred option and value engineered option for each specific piece of furniture within each department. This approach offers the ability to award the bid to Kentwood Office Furniture for the higher preferred option price of \$416,236.58 yet will provide the flexibility to use the lower, value engineered furniture prices as necessary. Additionally, staff intend to reuse and/or refinish existing newer furniture (such as file cabinets) as much as possible. Upon contract award by the City Council, staff and Studio SMC will work with individual departments to finalize specific needs prior to order placement. It is expected that some departments may have minor changes to the originally proposed furniture layouts as these needs are finalized; therefore, a low bid award to Kentwood Office Furniture in the amount of \$416,236.58, plus an approximate 10% contingency for a total amount not to exceed \$450,000.00 is recommended.

A furniture procurement recommendation letter from Studio SMC is included with this staff report.

Building Finish Upgrades

Studio SMC also worked with City staff to prepare a bid specification for building finish upgrades. The bid specification included replacement of all carpeted areas on the first floor with new carpet, and repainting of all painted wall and ceiling surfaces.

Utilizing the City's E-bidder system, 37 prospective bidders downloaded the bid specification. On February 13, 2024, 6 bids were received. Results are provided on the attached tabulation.

The lowest qualifying bid was received from Optimal Home Services LLC for \$138,983.48. It is recommended that City Council award the Building Finish Upgrades Bid to Optimal Home Services LLC for the amount of \$138,983.48, plus an approximate 10% contingency, for an amount not to exceed \$150,000.00.

A building finish upgrade recommendation letter from Studio SMC is included with this staff report.

Interior Wall Demolition and Renovations

The Community and Economic Development Department has experienced a staffing growth and need for increased conference room space. This department adjoins the Information Technology Department, which has a surplus of space.

In November of 2023, Facilities staff worked with The Architectural Group (T.A.G.) to provide schematic designs for interior renovations to these areas, which include the addition of 2 conference rooms and removal of unnecessary walls, creating additional usable space. These schematic designs were used to solicit proposals from 4 local

contractors. One contractor was non-responsive after agreeing to submit a proposal, and one contractor turned down the proposal request due to scheduling constraints. Two contractors submitted proposals and are as follows:

Vander Kodde Construction Co.	\$62,500.00
Quest Design Build	\$86,957.00

After reviewing the results, it is recommended that the City Council award the work to Vander Kodde Construction Co. for \$62,500.00 plus an approximate 10% contingency for a not to exceed amount of \$68,000.00.

Electrical Work and Data Networking

Concurrent with the interior wall demolition, renovation work and furniture installations, additional electrical and data networking work is necessary. A specification for this work was developed and sent to 3 qualified local electrical contractors with a history of performing work for the City. All 3 contractors submitted a proposal and are as follows:

Terbeek & Scott Electric	\$15,027.00
Lumen Electric Inc.	\$16,086.00
Elders Electric	\$14,000.00

Elders Electric did not include an option for data/networking

After reviewing the results, it is recommended that the City Council award the electrical and data/networking portion of the City Hall First Floor Interior Renovations work to Terbeek & Scott Electric, for the amount of \$15,027.00, plus an approximate 10% contingency, for an amount not to exceed \$17,000.00.

BUDGET IMPACT:

This project is a multi-year project, with phases 1 and 2 covering fiscal years 2024 and 2025, at a total budgeted amount of \$815,000. The cost of work included in this staff report, including contingencies, totals \$685,000. Adequate funds exist in the Capital Projects Revolving Fund, Account #800-000-57300-975.000.

ATTACHMENTS:

Bid Results – Furniture Procurement
Bid Results – Building Finish Upgrades
Award Recommendation Letters from Studio SMC
Contracts



CITY OF
Wyoming
MICHIGAN
TABULATION OF BIDS

BIDS FOR FURNITURE PROCUREMENT FOR CITY HALL INTERIOR SPACE

REMODEL (BID #2156)

**OPENED BY THE CITY CLERK ON FEBRUARY 13, 2024 AT 11:00 AM
O'CLOCK**

Furniture Dealers

Option 1 - Preferred

	Phase 1	Phase 2	Total
Hon - Kentwood	\$204,447.16	\$211,789.42	\$416,236.58
Trellis - MillerKnoll	\$224,127.99	\$220,118.79	\$444,684.98
Hayworth - Interphase	\$262,287.14	\$231,450.81	\$493,737.95
Hon - Staples	\$264,246.53	\$271,360.50	\$535,606.58

Option 2 - VE

	Phase 1	Phase 2	Total
Hon - Kentwood	\$181,930.13	\$198,785.15	\$380,715.28
Trellis - MillerKnoll	\$188,577.70	\$194,311.96	\$383,327.86
Hayworth - Interphase	\$243,494.87	\$223,535.30	\$467,030.17
Hon - Staples	only submitted one option		



TABULATION OF BIDS

BIDS FOR BUILDING FINISH UPGRADES FOR CITY HALL INTERIOR SPACE REMODEL (BID #2157)
 OPENED BY THE CITY CLERK ON FEBRUARY 13, 2024 AT 11:00 AM O'CLOCK

Contractors

	Phase 1	Phase 2	Total	Included Option 2	Option 2 Price	Grand Total
Do It All Painting LLC.	\$15,309.00	\$26,176.50	\$41,485.50	FALSE		
Optimal Home Services LLC	\$47,586.87	\$84,953.43	\$132,540.30	TRUE	\$6,443.18	\$138,983.48
Quest Design Build LLC	\$77,680.00	\$134,707.00	\$212,387.00	TRUE	\$15,711.00	\$228,098.00
JKB Construction INC.	\$107,824.20	\$174,507.30	\$282,331.50	FALSE		
C70 Builders INC.	\$115,359.00	\$176,865.00	\$292,224.00	TRUE	\$18,501.00	\$310,725.00
Rivertown Painting and Construction	\$109,705.40	\$201,635.00	\$311,340.40	TRUE	38,655.00	\$349,995.40

IV. "ATTACHMENT C"

BID/PROPOSAL FORM

Bid/Proposal for Furniture Procurement | City Hall Interior Space

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

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

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

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

Are you, or the business owner related to an elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list individuals' name(s) and relationship(s):		

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

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

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

Kentwood Office Furniture, Inc.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Kristin Vesely, Vice President of Sales

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: _____

3063 Breton Rd SE

[Proponent's street address]

[Proponent's business phone]

Grand Rapids, MI 49512

[City]

[State]

[Zip]

224.213.6906

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

KristinVesely@KentwoodOffice.com

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

Corporation, Michigan

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



V. "ATTACHMENT D"

PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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: Kentwood Office Furniture, Inc.
A [Name of contracting entity]
Corporation, Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
3063 Breton Rd SE
[Contractor's street address]
Grand Rapids, MI 49512
[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: February 13, 2024

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 B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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: _____
Kent Vanderwood, Mayor

Contractor: Kentwood Office Furniture, Inc.

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

Kristin Vesely, Vice President of Sales

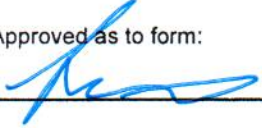
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 02/13, 2024

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:





The City of Wyoming

1155 28th St SW

Wyoming, MI 49509

6 March 2024

To whom it may concern,

I am writing on behalf of Studio SMC to formally endorse Kentwood Office Furniture for the furniture contract for the City of Wyoming City Hall renovations. Their proposal was thorough and meticulous. Kentwood Office Furniture provided references that left a favorable impression regarding the company, its products, and services.

After discussing the proposals with department heads, we are confident that Kentwood Furniture can fulfill all our requirements. In light of feedback from the departments, we recommend including a contingency to accommodate minor design adjustments that have arisen during the review of the furniture proposals.

Sincerely,

Anna Wolford
Senior Project Designer
Studio SMC

IV. "ATTACHMENT C"

BID/PROPOSAL FORM

Bid/Proposal for Building Finishes Upgrades | City Hall Interior Space

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

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

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

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

If yes, DUNS #: _____

Are you, or the business owner related to an elected official or employee of the City?

If yes, list individuals' name(s) and relationship(s):

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?

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

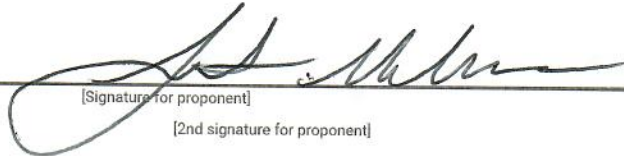
OPTIMAL HOME SERVICES LLC

Bid/Proposal Form Continued

OPTIMAL HOME SERVICES LLC

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

[2nd signature for proponent]

Justin M. Hoan Owner

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 2/12/24

9222 E CD Ave

[Proponent's street address]

[Proponent's business phone]

Richland

[City]

MI

[State]

49083

[Zip]

(269) 719-7768

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

OPTimal Conception@gmail.com

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

Limited Liability Company

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



V. "ATTACHMENT D"
PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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:

OPTIMAL HOME SERVICES
[Name of contracting entity]
A MICHIGAN LIMITED LIABILITY COMPANY
[State and type of entity, e.g., corporation, limited liability company, etc.]
9222 E CD AVE
[Contractor's street address]
RICHLAND MI 49083
[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: February 12th, 2024

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 B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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:

[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

Contractor: JUSTIN M. INOAN
OPTIMAL HOME SERVICES

By: _____
Kent Vanderwood, Mayor

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

Justin Milhoan

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

Date signed: February 12th, 2024

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:





The City of Wyoming

1155 28th St SW

Wyoming, MI 49509

6 March 2024

To whom it may concern,

On behalf of Studio SMC, I would like to formally express our endorsement of Optimal Home Services LLC for the building finishes upgrades associated with the City of Wyoming City Hall renovations. Their submitted proposal was comprehensive and fulfilled all the stipulated requirements.

Optimal Home Services LLC has garnered positive reviews, leading us to believe that they are well-equipped to execute the assigned work seamlessly. We have confidence in their ability to complete the project without encountering any significant issues.

Sincerely,

Anna Wolford
Senior Project Designer
Studio SMC

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: Vander Kodde Construction Company
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
441 44th St SW
(Contractor's street address)
Grand Rapids, MI 49548
(Contractor's city, state & zip)

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

Effective Date means: March 19, 2024. 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:

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- 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

Contractor: Vander Kodde Construction Company

By: _____
Kent Vanderwood, Mayor

By: Kyle VanderKodde
(Signature, officer, director, or principal of Contractor)
Kyle VanderKodde - President
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: March 6, 2024

Date signed: _____, 20__

Approved as to form:

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 MIOASHA 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 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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 low-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 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.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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).

**EXHIBIT B
PROPOSAL**

March 4, 2024

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

Attn: Troy Rinks

RE: **CITY HALL INTERIOR RENOVATION**
REVISED TO INCLUDE PRIMING AND GLASS DOORS

Thank you for the opportunity to quote this project, please see below for scope and pricing.

General Conditions

- Supervision and management
- Dumpsters
- Temporary protections
- Daily clean up
- Bond Fees

Demolition

- Remove doorway in room 141 and demo wall.
- Remove ceiling tiles in room 143 and room 139 and store.
- Demo walls and bulkhead in room 143.
- Demo wall between room 143 and 139.
- Remove existing storefront window system in room 137.
- Demo door and frame from storage room and save.
- Demo coat racks, bulkheads and walls at storage and coat rack areas.

Openings

- Install two (2) relocated HM frames, wood doors and hardware.
- Install three (3) new 3070 5 3/4" Hollow meal frames.
- Install three (3) new 3070 wood grain doors and hardware.
- Relocate storefront window system from room 137 into room 134A.
- Install two (2) Aluminum framed glass doors at room 134A and 133, reinstall existing hardware.
- Replace wood door at room 137 with full lite HM door with 1/4" glass, reinstall existing hardware.

Finishes

- Install 3 5/8" metal stud framing and drywall with 3.5" insulation for proposed wall in room 141.
- Build out 3 5/8" metal stud walls with 3.5" insulation for proposed rooms 134B and 136 to roof deck.
- Install new wood trim on 4 existing OH doors in maintenance shop.
- Install blocking for proposed TV in room 134B.
- Install new ceiling tile grid from closest mains from room 143 to room 139 new opening.
- Install ceiling tiles from stockpile.
- Install 3 5/8" metal stud wall and drywall with batt insulation for room 137.
- New 3 5/8" metal stud wall and drywall for room 134A.
- Provide and install USG #76975 ceiling tiles at reconfigured lighting locations.
- Patch and repair existing walls at proposed demo locations.

- All ceiling tiles and grid will be removed to the closest mains and reconfigured for new office layout.
- Prime all new drywall and repaired areas

Total Project Cost: \$62,500

Qualifications

- Only two (2) doors and frames will be able to be reused due to the door swings. This proposal includes three (3) new doors and frames.
- Assumes all walls that need to be demoed are non load bearing walls.
- MEP demo items to be removed or made safe by others prior to our work commencing.

Exclusions

- Temp Shoring
- Security system, rough-ins, outlets, or wiring
- Fire protection, electrical, mechanical
- Building permit fees
- Patching of exterior walls
- Painting
- Flooring
- Unforeseen conditions

Thanks again for the opportunity!

Submitted by,



Kyle Vander Kodde | VANDER KODDE CONSTRUCTION
616-901-0560 | kyle@vanderkoddeconstruction.com

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: TerBeek & Scott Electric Company
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3380 Fairlanes
[Contractor's street address]
Grandville, MI 49418
[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: March 19, 2024. 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: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Contractor: TerBeek & Scott Electric Company

By: David S. TerBeek
[Signature officer, director, or principal of Contractor]

David S TerBeek President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3/5, 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 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 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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-11/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-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 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 shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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).

**EXHIBIT B
PROPOSAL**

TERBEEK AND SCOTT ELECTRIC

3380 Fairlanes • Grandville, MI 49418 • Phone 616.532.7216 • Fax 616.532.7237

March 4, 2024

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

RE: Planning & Zoning

ATTN: Troy Rinks

*We are pleased to provide an estimate for electrical work at the above address.
Per the plans and specifications on drawings 2023-39A page A2 TAG dated 12-11-23
With the following exception: plans and specifications #3 because [Emergency and exit
lighting to remain as is unchanged]
FOR \$ 8,874.00*

Add for Data cabling :

*We will furnish and install 24- cat5e cables from faceplate to new 24 port patch panel
ADD OF \$ 6,153.00*

Thank you

Valid for 30 days

Accepted by: _____

Date: ____ / ____ / ____

TERBEEK AND SCOTT ELECTRIC COMPANY

David TerBeek
Michigan License # 61-01528

ORDINANCE NO. 3-24

ORDINANCE TO AMEND CHAPTER 10, ARTICLE VII OF THE CODE OF
ORDINANCES INCORPORATING AMENDMENTS TO THE INTERNATIONAL
PROPERTY MAINTENANCE CODE

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 10, Article VII, of the Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

ARTICLE VII. PROPERTY MAINTENANCE CODE

Sec. 10-176. Adoption of code.

The International Property Maintenance Code/2021 as published by the International Code Council, Inc., is adopted by reference as modified in this article for the purposes of protecting the public health, safety and welfare in all existing structures, residential and nonresidential, and on all existing premises by establishing minimum maintenance standards for all structures and occupants of all structures; and providing for administration, enforcement and penalties. The International Property Maintenance Code 2021 together with the provisions of this ordinance shall be known as the Wyoming Property Maintenance Code and may be cited as the "WPMC."

Sec. 10-177. References in code.

References in the International Property Maintenance Code/2021 to "name of jurisdiction" shall mean the City of Wyoming.

Sec. 10-178. Availability of code.

Complete copies of the code are available at the office of the city clerk for inspection and distribution to the public.

Sec. 10-179. Changes in code.

The following designated sections and subsections of the International Property Maintenance Code 2021 are amended as provided in this section and additional sections and subsections are added to the International Property Maintenance Codes 2021 as provided in this section. Section numbers used in this section shall refer to the like numbered sections in the International Property Maintenance Code/2021.

(1) Section 101 is amended to read as follows:

**SECTION 101
SCOPE AND GENERAL REQUIREMENTS**

Sec. 101.1 Title. These regulations shall be known as the Wyoming Property Maintenance Code and will be referred to as "WPMC."

Sec. 101.2 – Scope. The provisions of the WPMC shall apply to all existing residential and nonresidential structures and all existing premises. They are minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

Sec. 101.3 - Purpose. The purpose of the WPMC is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required in the WPMC.

Sec. 101.4 – Severability. Each provision of the WPMC is severable, and the invalidity of any WPMC provision shall not affect the validity of any other WPMC provision.

(2) Section 102.3 is amended to read as follows:

Sec. 102.3 – Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall comply with the procedures and provisions of the construction codes of the state of Michigan, including the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Electrical Code, Michigan Mechanical Code, and Michigan Plumbing Code and with the provisions of Chapter 34 of the Code of Ordinances, City of Wyoming, Michigan, adopting by reference and with amendments a fire code. Nothing in the WPMC shall be construed to invalidate, nullify, or modify any provision of the Wyoming Zoning Ordinance or Form Based Code in Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(3) Section 102.6 is deleted.

(4) Section 103 is amended to read as follows:

SECTION 103 WPMC ENFORCEMENT AND RENTAL REGISTRATION

Sec. 103.1 – Enforcement Agency. The city manager shall designate the department to enforce the WPMC. While the city manager has currently designated the Department of Community and Economic Development and delegated to that department WPMC enforcement authority and duties, the city manager may, as part of any reorganization or reassignment, designate and delegate to a different department enforcement of the WPMC.

Sec. 103.2 – Code official. The director of the department which the city manager has designated to enforce the WPMC shall appoint the code official. The code official may or may not be the registered building official that the city is required to employ to enforce the state construction code. Where the WPMC requires involvement of the registered building official, the WPMC specifically so provides.

Sec. 103.3 – Deputies. The director of the department which the city manager has designated to enforce the WPMC shall appoint any deputies to the code official and/or assign other departmental personnel to assist the code official in performance of the code official's duties under the WPMC.

Sec. 103.4 – Rental Registration and Inspection. No person shall rent, lease, or offer for rent or lease any residential unit or residential property without first registering that unit or property with the City. However, the requirement of this subsection 103.4 shall not apply to rental units owned and by the Wyoming Housing Commission that are annually inspected under a program required by the United States Department of Housing and Urban Development provided copies of those reports are filed with the code official. Those Wyoming Housing Commission units must nevertheless comply with the WPMC.

(a) A residential unit or property may be registered and rented, leased, or offered for rent or lease only if it is registered as provided in this section and only if it and its owner(s) and manager(s) comply with this section.

(1) To obtain the required registration an application signed by the owner on a form provided by the City that meets the following requirements must be filed with the code official. The application must:

(A) List the names, addresses, telephone numbers, cell numbers, e-mail addresses and other contact information for all owner(s) and manager(s), including afterhours contact information in case of an emergency or other urgent matter.

(B) Include the addresses and tax parcel numbers for the units to be rented, leased, or offered for rent or lease.

(C) State the number of buildings and units in each building for which registration is sought, including the types units and the expected numbers of occupants of each unit.

(D) If known, whether any of the buildings or units were previously rented, leased, or offered for rent or lease by either the current or a previous owner.

(E) Other information reasonably requested by the City to ascertain compliance with this section and other applicable laws, rules, regulations, and ordinances. The application may also seek other information to be voluntarily provided that the City will use for statistical purposes only and not for deciding whether to issue a registration. If the application requests that information.

(F) An attestation by the applicant that the information is true, accurate, and complete and consent for inspection(s) of each rental unit as provided in this section.

(2) The applicant has paid all related fees in the amounts established by a fee schedule as adopted by the City Council. The fees shall be a debt to the City that, to the extent not prohibited by law may be assessed as a lien against the property until paid.

(3) All conditions of any premises to be registered comply with all applicable provisions of the WPMC, the other codes listed in section 102.3, and other applicable laws, rules, regulations, and ordinances, unless a variance or waiver is applicable as provided in the WPMC or other applicable code or law.

(c) Registration, when approved by the City, shall have the following terms:

(1) A registration for properties with 4 or more units shall be in effect for 2 years from the date of issue unless revoked or suspended. However, if during an inspection or over the previous 2 years, any of the following violations are found in 2 or more buildings or in 10% or more of the rental units, the registration shall have a 1-year term.

(A) Smoke or carbon monoxide detector violations.

(B) Work for which a permit was required was undertaken or completed without a permit.

(C) There are electrical hazards, mechanical hazards, or structural hazards in the premises.

(D) Appliances are not working, malfunctioning, or in a hazardous condition.

(E) Plumbing fixtures are broken, plumbing is not draining correctly, there are leaks affecting walls, floors, or ceilings, including any coverings of them, or affecting the sanitation of the premises.

(F) HVAC systems are malfunctioning, not working, or in a hazardous condition.

(G) There is more than one broken window or more than one window is missing glazing.

(H) There is peeling paint in more than 25% of the building or unit.

(I) There is loose or damaged siding, fascia, or soffit materials on the house or garage except for reasonable wear and minor maintenance concerns.

(J) Damage or wear on exterior doors on the house or garage prevent the door from opening and/or closing, locking, or operating as designed or where more than 25% of the exterior surface area is dented, peeling or otherwise in disrepair.

(K) Damaged or excessively worn roof/shingles.

(2) A registration for properties with fewer than 4 units shall be in effect for 4 years from the date of issue unless revoked or suspended. However, if during any inspection or during the previous 2 years, any of the following violations are found, the registration shall have a 2-year term.

- (A) Smoke or carbon monoxide detector violations.
- (B) Work for which a permit was required was undertaken or completed without a permit.
- (C) There are electrical hazards, mechanical hazards, or structural hazards in the premises.
- (D) Appliances are not working, malfunctioning, or in a hazardous condition.
- (E) Plumbing fixtures are broken, plumbing is not draining correctly, there are leaks affecting walls, floors, or ceilings, including any coverings of them, or affecting the sanitation of the premises.
- (F) HVAC systems are malfunctioning, not working, or in a hazardous condition.
- (G) There is more than one broken window or more than one window is missing glazing.
- (H) There is peeling paint in more than 25% of the building or unit.
- (I) There is loose or damaged siding, fascia, or soffit materials on the house or garage except for reasonable wear and minor maintenance concerns.
- (J) Damage or wear on exterior doors on the house or garage prevent the door from opening and/or closing, locking, or operating as designed or where more than 25% of the exterior surface area is dented, peeling or otherwise in disrepair.
- (K) Damaged or excessively worn roof/shingles.

(3) A registration for a manufactured home in a community shall be in effect for a term defined by the Michigan Mobile Home Commission unless revoked or suspended. An inspection for a manufactured home in a mobile home community shall be limited to a safety inspection as defined in the Michigan Mobile Home Commission Act.

- (d) After receiving a rental registration application, the code official shall first:
 - (1) Review the application to ensure it is complete and includes all required information, materials, and fees.
 - (2) Review city records to determine if the premises for which the application has been made have been previously registered for residential rental and, if so, what, if any code enforcement history there is for that premises.
 - (3) Contact the city treasurer to ensure property taxes and city utility bills are current for the property.
 - (4) Review any building code permits, enforcement records, inspection records and other information applicable to the property.
- (e) After assembling the information available under subsection (d), the code official shall arrange for an inspection of the property to be registered for compliance with the WPMC, fire codes, and other applicable laws, rules, regulations, and ordinances, including those referred to in section 102.3. No registration shall be issued for any premises with conditions that violate those legal requirements.
 - (1) The code official may require reinspection of the premises to verify conditions have been corrected.
 - (2) Alternatively, if the corrective actions can be reasonably verified by submission of photos or videos demonstrating they have been corrected, the code official can accept photos or videos submitted by the applicant, the applicant's contractor, the applicant's architect or engineer, the applicant's attorney, or another person on the applicant's behalf.

(f) Unless the information assembled under subsections (d) and (e) indicates the rental registration application should be denied under the following criteria for denial, the code official shall issue the rental registration application. Criteria for denying an initial rental registration application or an application for renewal of a rental registration include any one or more of the following:

(1) The owner of the property, an officer of the property owner, a director or member of the property owner, or any person owning a 10% or more interest in the property owner is in default to the city, including, without limitation, (i) failing to timely pay any property taxes, utility bills, fees, or other amounts due the city related to any property or activities, (ii) being in breach of any contract with the city, or (iii) failing to pay any fine, penalty, or other amount due for violation of any city ordinance.

(2) There are unpaid property taxes, utility bills, fees, or other amounts due the city related to the property that is the subject of the application.

(3) The property that is the subject of the application does not comply with the WPMC, fire codes, and other applicable laws, rules, regulations, and ordinances, including those referred to in section 102.3.

(4) The code official reasonably determines that the owner(s), manager(s), or any of their respective officers, directors, members, or employees:

(A) Has, within the past ten years, failed to deal with patrons, tenants, or governmental officials in a fair, honest and open manner;

(B) Has, within the past ten years, engaged in intentional, reckless, or grossly negligent acts that injured persons, significantly damaged property of others, or damaged the environment or natural resources;

(C) Has, within the past ten years, violated any provision of the WPMC, fire codes, and other applicable laws, rules, regulations, and ordinances, including those referred to in section 102.3, and such violations were not corrected prior to issuance of citations or other actions to initiate judicial action; or

(D) Has, within the past ten years, been closely affiliated with a person who meets any of the criteria in subparagraphs (A) through (C).

(5) The application includes false or misleading information.

(6) Within any 60-day period in the 5 years preceding the date the application was filed law enforcement personnel, code official, registered building official, or other city officers received 2 or more substantiated reports of any of the following on any property owned or managed by the owner or manager or by any of their respective officers, directors, members, or employees. If the applicant can demonstrate that actions were promptly taken to address the circumstances, that they cooperated with city personnel, and that similar incidents are unlikely to occur on the property that is the subject of the application, registration may still be issued:

(A) Assault or attempted assault;

(B) Criminal sexual conduct or attempted criminal sexual conduct;

(C) A fight;

(D) The sale or attempted sale of controlled substances, an intent to sell controlled substances, or possession of a quantity of controlled substances sufficient to indicate an intent to sell controlled substances;

(E) Unlawful discharge of a firearm;

(F) Prostitution;

(G) Human trafficking;

- (H) Disturbances of the peace;
- (I) Gang activity;
- (J) Excessive littering or a failure to maintain in appropriate containers and/or periodically remove from the premises as needed all refuse and trash; or
- (K) Harassment of any tenant by another tenant.

(7) Any grounds for revocation or suspension of a registration that is not listed in this subsection (f).

(g) If the code official determines to deny issuance of a registration or renewal of a registration, the code official shall notify the applicant in writing that clearly details the reasons for the denial, lists any conditions to be met to enable issuance of the registration, and explains how the denial can be appealed.

(h) The code official, after consultation with the city attorney, may suspend or revoke a rental registration, if the code official reasonably determines that any one or more of the following have occurred:

(1) Any of the grounds for denial of a registration or renewal of a registration as detailed in subsection (f) exist.

(2) Based on inspection(s) of the registered premises the code official, after consultation with the city attorney, concludes one or more of the following:

(A) Any building or unit within a building that is part of the registered premises or any equipment within a building or unit within a building that is part of the registered premises is unsafe under section 111 of the WPMC. This shall not be cause for revocation or suspension of a rental registration permit if it is due to one or more of the following:

(i) A recent fire, explosion, storm, strike by a motor vehicle, malicious vandalism, or other cause beyond the foreseeable reasonable control of the owner(s) or manager(s) and the owner(s) or manager(s) have taken reasonable actions to secure the premises, relocate affected tenants, and protect others from risk due to any further damage to or deterioration of the premises, provided actions are also promptly undertaken to restore or demolish the damaged premises.

(ii) The failure of a furnace, air conditioning unit, exhaust fan, boiler, or other equipment that the owner(s) and/or manager(s) are promptly addressing provided measures are also in place to provide temporary housing for affected tenants, if reasonably needed under existing weather and other conditions.

(B) Work requiring issuance of a permit and or inspections under any of the codes or other law referred to in section 102.3 was undertaken or completed without such a permit and/or required inspections.

(C) Conditions inside or outside any unit constitute a risk to the health, safety or welfare of any building occupant, worker inside or outside a building, or the general public.

(D) Any of the owner(s) or manager(s) engaged in misrepresentations or fraudulent actions with respect to any registered premises, the lease or occupancy of a registered premises, the conditions or any registered premises, compliance of the registered premises with the WPMC or another code referred to in section 102.3, the owner(s)' or manager(s) compliance with the WPMC or another code referred to in section 102.3, or other matter or fact relevant to the registration or the enforcement of the WPMC.

(E) There are repeated violations of the WPMC within any registered premises or there are failures to correct noted violations within 30 days after notice is given (or such longer time as may be provided in the notice).

(F) There is a nuisance on the registered property or any conditions of the registered property constitute a nuisance.

(i) If the code official determines to suspend or revoke a registration, the code official shall notify the applicant in writing that clearly details the reasons for the suspension or revocation, lists any conditions to be met to end the suspension or revocation, and explains how the suspension or revocation can be appealed.

(j) Appeals of any denial of a registration or renewal of a registration or of any suspension or revocation of a registration shall be as follows:

(1) All appeals must be in writing signed by the owner(s) of the subject property and stating the reasons why the denial, suspension, or revocation or any of the terms included in any denial, suspension, or revocation, are (i) improper or contrary to the provisions of this section, (ii) should be reversed or modified, and (iii) how any reversal or modification will meet the purposes of the WPMC and serve the interests of occupants of or worker on the subject premises and the public health, safety and welfare.

(2) All appeals must be filed with the director of the city department to which the code official is assigned within 21 days after the notice of denial, suspension or revocation is provided to the applicant or registrant.

(3) The filing of the appeal will stay the effective date of any suspension or revocation pending the decision on the appeal. The filing of an appeal challenging any denial of a renewal will stay any enforcement of any action resulting from an expired registration pending the decision on the appeal. The filing of an appeal of denial of issuance of a registration will maintain its non-issuance pending the outcome of the appeal.

(4) Appeal shall be to the Construction Board of Appeals established under Chapter 10, Article IX of the Code of Ordinances, City of Wyoming, Michigan or any replacement or successor to that board. A meeting shall be scheduled and a hearing held as soon as practicable after the appeal is filed.

(5) The Construction Board of Appeals may affirm the code official's action, reverse the code official's action, or modify the code official's action. In considering the matter, the Construction Board of Appeals shall adhere to the following:

(A) The Board may consider any information that is part of the record. The record shall include all (i) written, video, pictorial, or other information provided before or during the hearing, (ii) all statements made during the hearing, and (iii) all arguments or other information the Board allows to be submitted after the hearing.

(B) The appealing party will have the burden of proof and the burden of persuasion.

(C) The code official will first have an opportunity to explain the code official's findings and determination.

(D) The appealing party will then have an opportunity to explain the basis for the appeal and the relief sought.

(E) The Board need not comply with formal rules of evidence and procedure. It may consider objections and may preclude or limit information it deems irrelevant, immaterial, unduly repetitive or redundant, or otherwise unhelpful to the Board in reaching a decision.

(F) Board members may question any persons present at the hearing that the Board members reasonably believes may have information that is helpful to the Board's consideration, even if such persons have not spoken.

(G) There is no right of any party to interrogate or cross examine any other party. However, the Board may allow the parties to ask questions that may lead to clarification and/or resolution of the matter.

(H) If reasonably needed, the Board may seek guidance from the city attorney or other legal counsel designated by the city attorney.

(I) The Board shall make its determination using the following criteria:

(i) Were there violations of this section, the WPMC or another code referred to in section 102.3, or other matter or fact relevant to the registration or the enforcement of the WPMC?

(ii) Were the criteria for the denial, suspension, or revocation present?

(iii) Are there extenuating circumstances making the denial, suspension, or revocation unjust to the owner(s)?

(iv) Are or were any tenants adversely affected by the actions and/or conditions that resulted in the denial, suspension, or revocation?

(v) Is the denial, suspension, or revocation needed to ensure compliance with this section, the WPMC, or another code referred to in section 102.3?

(vi) Have the owner(s) and/or manager(s) offered another workable and acceptable means to ensure compliance, such as posting a performance bond or making a monetary deposit in an escrow to ensure compliance?

(vii) What is the best outcome (a) to ensure compliance, (b) fulfill the purposes of this section and the WPMC, (c) ensure the premises are safe, sanitary, sound, free of hazards, and (d) protect the interests of tenants, occupants, workers, contractors, and others?

(J) The Board shall render a written decision that states the reasons for the actions taken. The Board may obtain assistance from City staff in drafting and editing its decision and/or such outside professionals, such as attorneys as approved by the city attorney's office.

(K) The Board's decision is final unless overturned by a court of competent jurisdiction in an action filed within 21 days after the Board renders its written decision.

(k) The code official is authorized to enter, at any reasonable time, any structure or premises that is registered under this section, for which a rental registration application has been filed, or that is rented, leased, or offered for rent or lease to inspect it for compliance with this section and to perform other duties under this section and the WPMC.

(1) Inspections may be made at any time on individual or multiple units as a result of a complaint or if a condition is reasonably suspected that could affect the health or safety of any tenant or other occupant.

(2) Scheduled Inspections may occur based on a rental inspection schedule approved by the city manager.

(3) Inspections will be required before the issuance or renewal of any registration, before the termination of the suspension of any registration, and before the restoration of any registration after its revocation.

(l) Fees for registration, including rental inspection and re-inspection fees shall be periodically set by resolution of the City Council.

(1) The City shall notify the owner and manager of any fees that are unpaid when due. Notices shall be sent to the address(es) provided on the registration application and to the address listed on the property tax roll.

(2) Fees that are unpaid 30 days after the notice is sent shall accrue interest at the rate of 1.0% per month or part of a month that they remain unpaid. In addition, any fees that are unpaid 30 days after this notice may be added to the property tax bill for the property and collected in the same manner as property taxes.

(m) Registrations are nontransferable. Changes in ownership will require a new registration. A registrant must notify the code official of any change in the registrant's business address(s) and other information in the registration application within 15 days of the change(s). No person shall permit or allow, by lease or otherwise, another person to use or employ a registration issued under this section.

(n) A violation of this section is a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$500.00 for a second offense, and \$2,500.00 for any subsequent offense. In addition, the court may order compliance with this section and may order restitution be paid to any persons suffering harm or loss as a result of violation of this section. Each day that an offense occurs or continues is a separate offense. Violations of this section are also nuisances *per se* that may be abated and actions for abatement undertaken as provided in the Code of Ordinances, City of Wyoming, Michigan, or provided by applicable law, including without limitation, civil actions for equitable relief.

Sec. 103.5. – Vacant or abandoned structure.

(a) Except as otherwise provided in the WPMC, no person shall occupy or allow to be occupied any building that is posted by the City as an Abandoned Structure without first obtaining approval from the registered building official for occupancy.

(b) An Abandoned Structure may be occupied if:

(1) The property owner files an application for occupancy with the code official that states whether the property is to be an owner-occupied or rental property and any other pertinent data sought by the code official. If it is to be rental property, the application for occupancy must be accompanied by either a copy of a current rental registration as provided in section 103.4 or a completed application for rental registration and appropriate fees as provided in that section.

(2) All (i) related fees have been paid, (ii) utilities are connected and functioning, and (iii) conditions violating the WPMC or other codes or ordinances referred to in section 102.3 have been corrected to the extent those conditions render the premises unsanitary, unsafe, dangerous, or uninhabitable have been corrected.

(3) All violations on the premises for which the code official issued one or more notices are either corrected or the notices were reversed or modified by the Construction Board of Appeals. All violations for which citations were issued have been adjudicated or otherwise addressed and finalized by the court.

(5) Section 104 is amended to read as follows:

**SECTION 104
FEES**

Sec. 104.1 – Fees. Fees for activities and services performed by the code official or others carrying out responsibilities under the WPMC shall be as established by resolution of the City Council.

Sec. 104.2 – Refunds. The director of the department the city manager has designated to enforce the WPMC, may with the consent of the city manager, establish a refund policy.

(6) Section 105.7 is amended to read as follows (including deletion of subsection 105.7.1):

Sec. 105.7 – Liability. The code official, any other members of the City staff, members of the Construction Board of Appeals, or any other individuals designated by the City to perform duties or provided any services under the WPMC, shall while acting in good faith for or on behalf of the City shall have no personal liability for any act or omission within the scope of their respective office, employment, or duties. The City shall defend any claim or cause of action against any such individual arising from any such alleged act or omission and shall provide insurance coverage for such individuals for any such acts or omissions.

(7) Section 107 is amended to read as follows:

**SECTION 107
INTERPRETATIONS AND APPEALS**

Sec. 107.1 – Jurisdiction. The City’s Construction Board of Appeals established under Chapter 10, Article IX of the Code of Ordinances, City of Wyoming, Michigan or any replacement or successor to that board, shall have the exclusive jurisdiction to consider an appeal of any order, determination, interpretation, decision, or notice of violation issued by the code official. Except upon an order of the court, the Construction Board of Appeals shall not have any jurisdiction to consider any violation that is alleged in a municipal civil infraction citation. The Board shall not have authority to waive any WPMC provision or interpret the administration of the WPMC.

Sec. 107.2 – Appeals process. Appeals of an order, determination, interpretation, decision, or notice of violation (including deadlines imposed within the notice) issued by the code official be filed and processed as provided in this section.

(1) All appeals must be in writing signed by the owner(s) of the subject property and stating the reasons why true intent of the WPMC has been incorrectly interpreted or applied, why WPMC provisions do not apply to the situation or condition, or that an equivalent or better form of construction, maintenance, or repair is proposed. The appellant must demonstrate that the result sought in the appeal will meet the purposes of the WPMC and serve the interests of occupants of or worker on the subject premises and the public health, safety, and welfare.

(2) All appeals must be filed with the director of the city department to which the code official is assigned within 21 days after the notice of denial, suspension or revocation is provided to the applicant or registrant.

(3) The filing of the appeal will stay the effective date of deadlines in a notice being appealed pending the decision on the appeal.

(4) A meeting of the Construction Board of Appeals shall be scheduled and a hearing held as soon as practicable after the appeal is filed.

(5) The Construction Board of Appeals may affirm the code official’s action, reverse the code official’s action, or modify the code official’s action. In considering the matter, the Construction Board of Appeals shall adhere to the following:

(A) The Board may consider any information that is part of the record. The record shall include all (i) written, video, pictorial, or other information provided before or during the hearing, (ii) all statements made during the hearing, and (iii) all arguments or other information the Board allows to be submitted after the hearing.

(B) The appellant will have the burden of proof and the burden of persuasion.

(C) The code official will first have an opportunity to explain the code official’s findings, determination, interpretation, deadlines, or other matters under appeal.

(D) The appealing party will then have an opportunity to explain the basis for the appeal and the relief sought.

(E) The Board need not comply with formal rules of evidence and procedure. It may consider objections and may preclude or limit information it deems irrelevant, immaterial, unduly repetitive or redundant, or otherwise unhelpful to the Board in reaching a decision.

(F) Board members may question any persons present at the hearing that the Board members reasonably believes may have information that is helpful to the Board’s consideration, even if such persons have not spoken.

(G) There is no right of any party to interrogate or cross examine any other party. However, the Board may allow the parties to ask questions that may lead to clarification and/or resolution of the matter.

(H) If reasonably needed, the Board may seek guidance from the city attorney or other legal counsel designated by the city attorney.

(I) The Board shall make its determination using the following criteria:

(i) Was the code official's interpretation or determination consistent with a plain reading of the applicable WPMC provision? Are other WPMC provisions relevant to the situation? Was the code official's interpretation or determination consistent with any commentary or explanation provided by the International Code Council?

(ii) Are there provisions in other codes or law referred to in section 102.3 that may be relevant? If there are inconsistencies, can they be resolved by giving precedence to the codes approved by the state Construction Code Commission?

(iii) Were any deadlines or other conditions stated within the code official's notice reasonable under the totality of the circumstances?

(iv) Will the relief sought by the appellant comply with the WPMC and be consistent with its purposes? Will that relief adequately protect any affected tenants, occupants, workers, the public, and others?

(v) Are there alternatives offered that will ensure WPMC compliance and protect the interests of tenants, occupants, workers, contractors, and others, such as partial correction and providing a performance bond, letter or credit, or other financial assurance?

(v) What outcome is best (a) to ensure WPMC compliance, (b) fulfill the purposes of the WPMC, (c) ensure the premises are safe, sanitary, sound, free of hazards, etc., and (d) protect the interests of tenants, occupants, workers, contractors, and others?

(J) The Board shall render a written decision that states the reasons for the actions taken. The Board may obtain assistance from City staff in drafting and editing its decision and/or such outside professionals, such as attorneys as approved by the city attorney's office.

(K) The Board's decision is final unless overturned by a court of competent jurisdiction in an action filed within 21 days after the Board renders its written decision.

(8) Section 108 is deleted in its entirety.

(9) Section 109 is amended to read as follows:

SECTION 109 VIOLATIONS

Sec.109.1 – Civil Infraction. A violation of the WPMC is a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$500.00 for a second offense, and \$2,500.00 for any subsequent offense. Costs may be imposed in addition to any fine.

(a) In addition, the court may order compliance with the WPMC and may order restitution be paid to any persons suffering harm or loss as a result of violation of the WPMC.

(b) Each day that an offense occurs or continues is a separate offense.

(c) Violations of the WPMC are also nuisances *per se* that may be abated and actions for abatement undertaken as provided in the Code of Ordinances, City of Wyoming, Michigan, or provided by applicable law, including without limitation, civil actions for equitable relief.

Sec. 109.2 – Remedial action and payment. In addition to any remedy provided in section 109.1, the City may seek a court order authorizing the City to undertake or contract others to undertake actions to bring the subject property into compliance with the WPMC, to bill the property owner for any costs the City incurs in doing so, to add any of those costs that are incurred and not paid within 30 days of the City's invoice to the property owner to the

next City property tax bill for the property, to impose the amounts owed as a lien against the property, and to collect upon any such amounts in the same manner and with the same interests, penalties, administrative and collection fees and costs, as for real property taxes levied upon the property.

Sec. 109.3 – Notice of violation. When a code official determines that any condition(s) of or on any property violate the WPMC, the code official shall issue a written notice of violation to the property owner, the property manager, and/or another person designated by the property owner as the property owner’s agent. The notice shall:

- (a) Identify the property, including all buildings and units within each building in which violations were found.
- (b) State the date of the inspection, observation, or other circumstance during or as a result of which the code official determined there was a violation.
- (c) List the violations with specificity including
 - (1) A description of the offending condition(s);
 - (2) A description of the location(s) of those conditions; and
 - (3) Citation to the WPMC provision(s) violated.
- (d) State reasonable deadlines (not to exceed 90 days) for completing the corrective actions. Where the violations pose an imminent threat to the health, safety, welfare of occupants or others, the deadlines shall be as brief as reasonably feasible and, if warranted in the opinion of the registered building official after consulting with the director of the city department to which the registered building official is assigned, order that the premises be vacated and other immediate actions be taken until those conditions posing an imminent threat to the health, safety, welfare of occupants or others are rectified.
- (e) If the building or equipment is unsafe under section 111, provide all applicable information required by section 111.
- (f) Include information about the right to appeal and how to file an appeal.
- (g) Include a statement that uncorrected violations can be corrected by the City with the costs assessed to the property owner which will also be a lien on the property.
- (h) Be hand delivered to the property owner(s) and any property manager(s).
 - (1) If hand delivery is impractical because the property owner(s) and/or property manager(s) live outside a 5-mile radius from the City’s jurisdictional limits or are otherwise unavailable despite attempts at hand delivery, delivery may be made via FedEx, UPS, or another courier service that will verify delivery.
 - (2) If those methods fail or the owner(s) identity or address is unknown, the notice may be posted on the premises in a manner reasonably ascertained to ensure it will not be removed or rendered illegible by wind or other inclement weather. In such case, the notice shall also be posted on or accessible from the city’s website.

Sec. 109.4 – Citation. The code official or other authorized city personnel may issue one or more municipal civil infraction citations to any of owner(s) and/or manager(s) of the property for violations of the WPMC under any of the following circumstances:

- (a) One or more notices of violations were issued under section 109.3 and required corrections have not been made within the deadlines stated in the notice(s) of violations.
- (b) Notices or citations have been issued to one or more of the same persons for the same or similar violations on the premises within in the last 5 years.

(c) The violations are so numerous and/or so severe that, after consulting with the city attorney, the code official determines that more immediate court action may be needed because:

(1) The premises is an unsafe premises or the equipment within the premises is unsafe equipment as defined in the WPMC.

(2) The premises is not suitable for occupancy because one or more of the following conditions exists.

(A) It is so infested by insects, arachnids, rodents, bats or other animals that occupants may suffer bites, be exposed to their excrement, or be otherwise at grave risk of injury or disease.

(B) Toxic molds are so pervasive within the premises, that those occupying are likely to be exposed to the toxins.

(C) The premises contains other hazardous or toxic substances in conditions that pose a significant risk of exposure to occupants, such as due to rusted or corroded containers, leaks from containers, over- or improper application, or other such conditions.

(D) Materials stored within the premises are so voluminous or are stored in a way that their accumulation or storage threatens the premises' structural integrity, provides an overabundance of combustible fuel, and/or will significantly impede, if not prevent, safe evacuation from the premises in case of a fire.

(E) The conditions of the subject premises pose an imminent threat to adjacent or nearby premises or occupants of adjacent or nearby premises.

(d) One or more notices of violation were issued and work on the premises to correct the violations was undertaken or completed without required permits and/or inspections.

(e) Work has continued on the premises after a stop work order is issued, except as otherwise provided in section 110.4.

(f) There are other conditions or circumstances that the code official, after consultation with the city attorney, determines warrants issuance of one or more municipal civil infraction citations without first issuing a notice(s) of violation under section 109.3.

Sec. 109.5 – Other laws remain applicable. Corrections of conditions for which notices or citations were issued under the WPMC does not relieve any property owner, manager, occupant, contractor or others from the applicability of or need to comply with all other applicable laws, rules, regulations, and ordinances, including, without limitation, those referred to in section 102.3.

Sec. 109.6 – Clean up and demolition costs. If it is necessary for the City to either perform or engage others to perform weed cutting, grass cutting, trimming of other vegetation, demolition, or other clean up of any property to bring it into compliance with the WPMC, all costs will be assessed to and collected from the property owner in accordance with a fee schedule established by resolution of the City Council and the actual costs incurred by the City to do so.

Sec. 109.7 – Tampering with notices. Anyone who removes, alters, moves, defaces, or otherwise tampers with any notice posted under the WPMC by the code official or other authorized City personnel on any premises violates the WPMC.

Sec. 109.7 – Transfer or conveyance of interest with outstanding violations.

(a) No person shall sell, convey, transfer, lease, or assign, or agree to sell, convey, transfer, lease, or assign any interest in any premises for which notices of violations or municipal civil infraction citations have been issued for conditions violating the WPMC without

first providing the receiving party or prospective receiving party a copy of all the notices and citations for which any alleged violation remains unresolved.

(b) The property owner(s) at the time the notice(s) of violation or municipal civil infraction citation(s) was issued shall, within 3 city business days after the sale, conveyance, transfer, lease, mortgage, lien, easement, or assignment occurs, notify the code official in writing of the name(s), address(es), cellular phone number(s), and email address(es) of the person(s) of the receiving party(ies). That notification shall include (i) a description of the interest that was conveyed, assigned or otherwise transferred, (ii) a copy of the document pursuant to which the conveyance, assignment, lease, mortgage, or other transfer was made, and (iii) a copy of the written notification of the outstanding violation provided to the receiving party.

(10) Section 110.4 is amended to read as follows:

110.4 – Failure to Comply. Any person who knowingly continues any work on any premises for which a stop work order has been issued or who authorizes, directs, or allows such work to continue, except work to remove the violation or unsafe condition, shall be in violation of the WPMC.

(11) Subsection 111.1.5 is amended to read as follows:

111.1.5 – Dangerous structure or Premises. Any structure or a premise that has any or all of the conditions or defects described below shall be considered dangerous:

(a) Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction related to the requirements for existing buildings.

(b) The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

(c) Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

(d) Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

(e) The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

(f) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

(g) The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, is used by persons for consuming alcohol or using illicit drugs, is occupied by persons without the owner's permission, or is a site on which or from which nuisance or criminal activities occur.

(h) Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an

extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

(i) A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

(j) Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel construction, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

(k) Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance, hazard or blighting influence to the public, as determined by the Planning Department, Building Inspections Department and Construction Board of Appeals.

(l) The code official estimates the cost of placing the building in safe and sanitary condition, free of conditions violating the WPMC or any other applicable law including those referred to in section 102.3, exceeds 50% of the true cash (market) value of the premises as estimated by the city assessor.

(m) Because of dilapidation, deterioration, decay, subsidence, erosion, heaving, warping, removal, alteration, or modification some portion of the building or structure or of the ground necessary for its support, the building or structure is likely to collapse, fail or give way.

(12) Section 111.9 is amended to read as follows:

111.9 – Restoration or abatement. If the code official determines all or any part of a structure to be unsafe, it must either (i) be restored to a safe condition in compliance with the WPMC and all other applicable laws, rules, regulations and ordinances, including those referred to in section 102.3, or (ii) demolished in a manner permitted and required by those applicable laws, rules, regulations and ordinances, including those referred to in section 102.3. The owner, owner's authorized agent, operator or occupant of a structure, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition, or other approved corrective action.

(a) All required permits and inspections must be obtained.

(b) Unless the structure is an historic building under applicable law, restoration will not be permitted and demolition must occur if the cost of placing the building in safe and sanitary condition, free of conditions violating the WPMC or any other applicable law including those referred to in section 102.3, exceeds 50% of the true cash (market) value of the premises. If the code official and city assessor together estimate, this provision applies, the property owner will have the burden to show by a preponderance of the evidence that it does not apply.

(c) If repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, or changes of occupancy shall comply with the requirements of the Michigan construction codes.

(13) Section 201.3 is amended to read as follows:

Sec. 201.3 – Terms defined in other codes. Terms are not defined in this code that are defined in the Michigan construction codes, including the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Electrical Code, Michigan Mechanical Code, Michigan Plumbing Code, or in the fire code

adopted in chapter 34 of the Code of Ordinances, City of Wyoming, Michigan, shall have the meanings ascribed to them as stated in those codes.

Exception: When used in the WPMC, the terms “unsafe building or equipment” and “dangerous building or equipment” shall have only the meanings ascribed to them in the WPMC and not the meanings in the Michigan Building Code.

(14)Section 202 is amended by adding the following definitions:

ABANDONED STRUCTURE. A structure that has been vacant for 30 or more days and meets any of the following criteria:

1. Is unlocked or has unsecured openings so that persons can easily enter it.
2. Shows evidence that persons have made unauthorized entry into it.
3. Has been boarded for at least 60 days.
4. Has property taxes for which payments are at least 365 days overdue.
5. One or more utilities (e.g., natural gas, electric, water, or sanitary sewer) are disconnected.
6. Is not maintained in compliance with the WPMC.
7. Some or all of the electric wiring, plumbing fixtures, furnace, central air conditioning, duct work, or other building systems are missing.

BLIGHTED PROPERTY. Any property that meets at least one of the following criteria:

1. Has been declared a public nuisance in accordance with the WPMC, another code referred to in section 102.3, or other related code or ordinance.
2. Is an attractive nuisance because of physical condition or use.
3. Is a fire hazard or is otherwise dangerous to the safety of persons or property.
4. Has had the utilities, plumbing, heating, or sewerage disconnected, destroyed, removed, or rendered ineffective for a period of 6 months or more so that the property is unfit for its intended use.
5. Is tax reverted property owned by a municipality, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a municipality, a county, or this state shall not result in the loss to the property of the status as blighted for purposes of the WPMC.
6. Is property owned or under the control of a land bank fast track authority under the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774. The sale, lease, or transfer of the property by a land bank fast track authority shall not result in the loss to the property of the status as blighted for purposes of the WPMC.
7. Is improved real property that has remained vacant for 5 consecutive years and that is not maintained in accordance with WPMC.
8. Has WPMC or other code (including without limitation those referred to in section 1.2.3) violations posing a severe and immediate health or safety threat and that has not been substantially rehabilitated within 6 months after the receipt of notice to rehabilitate from the code officials or final determination of any appeal, whichever is later.

BOARDING HOUSE, LODGING HOUSE, OR TOURIST HOUSE. A building having one kitchen and used for the purpose of providing meals or lodging, or both meals and lodging, to persons other than members of the family occupying the dwelling. In the case of single-family and two-family dwellings, the number of roomers or boarders shall not exceed one per dwelling unit.

CITY CODE. The Code of Ordinances, City of Wyoming, Michigan.

CODE ENFORCEMENT ACTIVITY. All activities performed by the code official under the WPMC or other codes referred to in section 102.3, to locate, identify, address, and abate violations of those codes.

NOXIOUS WEEDS. That term as defined in section 82-62 of the Code of Ordinances, City of Wyoming, Michigan.

PUBLIC NUISANCE. Includes any of the following:

1. The physical condition or occupancy of any premises regarded as a public nuisance at common law;
2. Any physical condition or occupancy of a premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures.
3. Any premises with unlocked or unsecured openings so that persons can easily enter it.
4. Shows evidence that persons have made unauthorized entry into it, have lived in it, have used it for drug sales, have used illicit drugs in it, or it shows other signs of unauthorized habitation or occupancy.
5. Any premises that has unsanitary sewerage or plumbing facilities.
6. Any premises designated as unsafe for human habitation.
7. Any premises that is manifestly capable of being a fire hazard or is manifestly unsafe or unsecured so as to endanger life, limb or property.
8. Any premises from which the plumbing, heating or facilities required by the WPMC have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided.
9. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has uncontrolled growth of weeds.
10. Any premises that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.
11. Any premises that is open to wild birds or animals and which wild birds or animals appear to have entered.

RANK VEGETATION. Means uncultivated plants growing at a rapid rate due to unplanned, unintentional, or accidental circumstances.

SINGLE-FAMILY DWELLING. A building containing 1 dwelling unit with not more than 1 lodger or boarder.

VACANT STRUCTURE. A structure that is vacant and does not meet the definition of the Abandoned Structure or Unsafe Building.

(15) Section 301.4 is deleted in its entirety.

(16) Section 302.4 is amended to read as follows:

Sec. 302.4 – Weeds and other vegetation. The exterior vegetation on all premises shall comply with the following:

(a) It must comply with Chapter 82, Article III of the Code of Ordinances, City of Wyoming, Michigan.

(b) All premises and exterior property shall be maintained free from weeds in excess of 12 inches in height.

(c) Noxious weeds and rank vegetation are prohibited.

(d) Vegetation shall not extend over driveways, walkways, or sidewalks between their surface level and 7 feet above their surface level.

(e) If any property fails to comply with these requirements after service of a notice of violation:

(1) The City may issue a citation and seek a court order compelling compliance in addition fines and other relief the court may order; and/or

(2) Any duly authorized employee of the City or contractor hired by the City may enter upon the property in violation and cut and destroy the weeds growing in violation of this provision and the costs of such cutting or removal shall be paid by the owner or agent responsible for the property. Unpaid costs may be billed on the next property tax bill and collected in the same matter and subject to the same interest and penalties as property taxes that are not paid when due.

(17) Section 302.8 is amended to read as follows:

Sec. 302.8 – Motor vehicles, machinery, and equipment. Except as expressly provided in the City’s zoning ordinance or form based code, Chapter 90, Code of Ordinances, City of Wyoming, Michigan, no dismantled, partially dismantled, in operable, unregistered, or unlicensed machinery, equipment or motor vehicles shall be parked, kept, or stored outdoors on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.

(a) Painting of machinery, equipment, or motor vehicles is prohibited unless conducted inside an approved paint booth inside a building that is within a zoning district in which such a use is permitted by right or special approval.

(b) Mechanical work or restoration of machinery, equipment, or motor vehicle may be performed entirely inside a structure or similarly enclosed area designed and approved for such purposes. There shall be no outside storage of any parts, supplies, or other materials related to such work.

(18) Subsection 304.1.1 is amended to read as follows:

Sec. 304.1.1 – Unsafe conditions. The following conditions are unsafe conditions and shall be repaired or replaced to comply with the Michigan Building Code or the Michigan Rehabilitation Code for Existing Buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

3. Structures or components thereof that have reached their limit state.

4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

12. Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

(19) Subsection 304.13.1 is amended to read as follows:

Sec. 304.13.1 – Glazing. Every window sash shall be fully supplied with approved glazing free from cracks and holes.

(20) Section 304.14 is amended to read as follows:

Sec. 304.14 – Insect screens. Between April 1 and October 31 every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are used.

(21) Subsection 305.1.1 is amended to read as follows:

Sec 305.1.1 – Unsafe conditions. The following conditions are unsafe and shall be repaired or replaced to comply with the Michigan Building Code, the Michigan Residential Code or the Michigan Rehabilitation Code for Existing Buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;

2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

(22) Sections 305.7 and 305.8 are added to read as follows:

Sec. 305.7 – Floors. Every toilet, bathroom and kitchen floor surface shall be constructed, finished, surfaced, and maintained to be substantially impervious to water and to permit the floor to be easily kept in a clean and sanitary condition. All floor surfaces throughout a dwelling unit shall be maintained in a sound condition, securely fastened, free of holes, tears, or open areas, and kept in such a manner so as not to contribute to unsafe or unsanitary conditions.

Sec. 305.8 – Free from dampness. Every building, basement, and crawl space shall be maintained in a reasonably dry condition (free from excessive dampness) to prevent conditions conducive to decay or deterioration of the structure and to prevent mold and mildew.

(23) Subsection 306.1.1 is amended to read as follows:

Sec. 306.1.1 – Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system is unsafe and shall be repaired or replaced to comply with the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1 Collapse of footing or foundation system;
 - 1.2 Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3 Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - 1.4 Inadequate soil as determined by a geotechnical investigation;
 - 1.5 Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6 Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1 Deterioration;
 - 2.2 Ultimate deformation;
 - 2.3 Fractures;

- 2.4 Fissures;
 - 2.5 Spalling;
 - 2.6 Exposed reinforcement; or
 - 2.7 Detached, dislodged or failing connections.
- 3. Aluminum that has been subjected to any of the following conditions:
 - 3.1 Deterioration;
 - 3.2 Corrosion;
 - 3.3 Elastic deformation;
 - 3.4 Ultimate deformation;
 - 3.5 Stress or strain cracks;
 - 3.6 Joint fatigue; or
 - 3.7 Detached, dislodged or failing connections.
- 4. Masonry that has been subjected to any of the following conditions:
 - 4.1 Deterioration;
 - 4.2 Ultimate deformation;
 - 4.3 Fractures in masonry or mortar joints;
 - 4.4 Fissures in masonry or mortar joints;
 - 4.5 Spalling;
 - 4.6 Exposed reinforcement; or
 - 4.7 Detached, dislodged or failing connections.
- 5. Steel that has been subjected to any of the following conditions:
 - 5.1 Deterioration;
 - 5.2 Elastic deformation;
 - 5.3 Ultimate deformation;
 - 5.4 Metal fatigue; or
 - 5.5 Detached, dislodged or failing connections.
- 6. Wood that has been subjected to any of the following conditions:
 - 6.1 Ultimate deformation;
 - 6.2 Deterioration;
 - 6.3 Damage from insects, rodents and other vermin;
 - 6.4 Fire damage beyond charring;
 - 6.5 Significant splits and checks;
 - 6.6 Horizontal shear cracks;
 - 6.7 Vertical shear cracks;
 - 6.8 Inadequate support;
 - 6.9 Detached, dislodged or failing connections; or
 - 6.10 Excessive cutting and notching.

Exceptions:

1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

(24) Section 308 is amended to read as follows:

**SECTION 308
WASTE COLLECTION AND DISPOSAL**

308.1 – No accumulation. The interior and exterior of all premises shall be maintained free of rubbish, garbage, and other solid or liquid wastes.

308.2 – Collection and disposal. All rubbish, garbage, and other solid and liquid wastes shall be collected and disposed of in compliance with applicable provisions of the City Code, including (i) Chapter 62, (ii) Chapter 86, Article III, and (iii) section 70-8.

308.3 – Owner is responsible. The property owner is responsible for ensuring property in the city owned by the property owner complies with this section 308. The owner shall ensure there are sufficient waste containers and that the contents of those containers are disposed of as required by this section 308.

308.4 – Occupant responsibility. The occupants of any premises shall comply with this section 308. Occupants shall not dispose of any waste materials except in containers as required by this section 308.

308.5 – Garbage disposals. When any premises is equipped with a garbage disposal, it shall be maintained in proper running order.

308.6 – Appliance disposal. Discarded or unused refrigerators, freezers, washers, dryers, dishwashers, and other appliances shall have their door removed when discarded, abandoned, or stored on premises.

(25) Section 401.3 is amended to read as follows:

Sec. 401.3 – Alternative devices. In lieu of the means for natural light and ventilation by this Chapter, artificial light or mechanical ventilation complying with the Michigan Building Code, and Michigan Residential Code, shall be permitted.

(26) Section 502.5 is amended to read as follows:

Sec. 502.5 – Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary, and working condition in accordance with the Michigan Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

(27) Section 505.1 is amended to read as follows:

Sec. 505.1 – General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the Michigan Plumbing Code.

(28) Section 602.2 is amended to read as follows:

Sec. 602.2 – Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the Michigan Building Code or the Michigan Residential Code or the Michigan Plumbing Code. Cooking appliances shall not be used, nor shall portable

unvented fuel-burning space heaters be used, as a means to provide required heating. Portable space heaters shall not be used to achieve compliance with this section.

(29) Section 602.3 is amended to read as follows:

Sec. 602.3 – Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain the room temperatures specified in Section 602.2 in this code.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the Michigan Plumbing Code.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

(30) Section 604.2 is hereby amended to read as follows:

Sec. 604.2 – Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Michigan Building Code, the Michigan Residential Code and/or Michigan Electrical Code. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

(31) Subsection 604.3.1.1 is amended to read as follows:

Sec. 604.3.1.1 – Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the Michigan Building Code, the Michigan Residential Code, and/or the Michigan Electrical Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;

13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

(32) Subsection 604.3.2.1 is amended to read as follows:

Sec. 604.3.2.1 – Electrical equipment. Electrical switches, receptacles, and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the Michigan Electrical Code and or the Michigan Building Code and Michigan Residential Code

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

(33) Section 701.3 is added to read as follows:

Sec. 701.3 – Fire Code References. References in this Chapter to the International Fire Code shall mean the version of the International Fire Code as adopted and amended in Chapter 34 of the Code of Ordinances, City of Wyoming, Michigan.

(34) Section 702.3 is amended to read as follows:

Sec. 702.3 – Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge, or effort, except where the door hardware conforms to that permitted by the Michigan Residential Code and the Michigan Building Code.

(35) Section 702.4 is amended to read as follows:

Sec. 702.4 Emergency escape and rescue openings. Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction and both of the following:

1. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with the Michigan Building Code, Michigan Existing Buildings Code or Michigan Residential Code. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

(36) Section 703.7 is amended to read as follows:

Section 703.7 – Vertical Shafts. Interior vertical shafts, including stairways, elevator hoist ways and service and utility shafts, which connect two or more stories of a buildings shall be enclosed or protected as required in Chapter 11 of the International Fire Code. New floor openings in existing buildings shall comply with the Michigan Existing Buildings Code.

(37) Section 704.1 is amended to read as follows:

Sec. 704.1 – General. All systems, devices, and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operative condition at all times in accordance with the International Fire Code, the Michigan Building Code, the Michigan Residential Code, and the Michigan Mechanical Code.

(38) Subsection 704.1.1 is amended to read as follows:

Sec. 704.1.1 – Fire protection and life safety systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code, the International Fire Code as adopted and modified in Chapter 34 of the Code or Ordinances, City of Wyoming, Michigan, the Michigan Building Code and Michigan Residential Code.

(39) Subsection 704.1.2 is amended to read as follows:

Sec. 704.1.2 – Required Fire protection and life safety systems. Fire protections and life safety systems required by this code, the International Fire Code or the Michigan Building Code, Michigan Existing Buildings Code or the Michigan Residential Code shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception, or reduction to the provisions of the WPMC, the International Fire Code as adopted and modified in Chapter 34 of the Code or Ordinances, City of Wyoming, Michigan, the Michigan Building Code, the Michigan Rehabilitation Code for Existing Buildings, or the Michigan Residential Code has been granted shall be considered to be a required system.

(40) Subsection 704.4.2 is amended to read as follows:

Sec. 704.4.2 – Removal of existing occupant-use hose lines. The fire marshal or fire inspector is authorized to permit the removal of existing occupant-use hoses lines where all of the following apply:

1. The installation is not required by the International Fire Code as adopted and modified in Chapter 34 of the Code or Ordinances, City of Wyoming, Michigan, the Michigan Building Code or Michigan Residential Code.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

(41) Section 704.6 is amended to read as follows:

Sec. 704.6 – Single and multiple-station smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Group R-2, R-3 or R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the International Fire Code as adopted and modified in Chapter 34 of the Code or Ordinances, City of Wyoming, Michigan, Michigan Building Code and Michigan Residential Code.

(60) Subsection 704.6.3. is amended to read as follows:

Sec. 704.3 – Power source. In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes. Where allowed, battery powered smoke detectors shall be energized with not less than a 5-year battery.

(61) Section 705.1 is amended to read as follows:

Sec. 705.1 – General. Carbon monoxide alarms shall be installed in dwellings in accordance with the International Fire Code as adopted and modified in Chapter 34 of the Code or Ordinances, City of Wyoming, Michigan, the Michigan Residential Code, or the Michigan Building Code.

Sec. 10-180. Savings.

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time of the effective date of this article are saved and may be completed according to the law in force when this article takes effect.

Section 2. That this ordinance shall take effect on _____, 2024.

Section 3. That MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in the format provided without changing any section numbering or other provisions.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. ___-24

Introduced: _____, 2024

Adopted: _____, 2024

Effective: _____, 2024

STAFF REPORT

Date: March 11, 2024
Subject: Property Maintenance Code Update/Amendments
From: Scott Smith, City Attorney
Nicole Hofert, Director of Community & Economic Development
Meeting Date: March 18, 2024

RECOMMENDATION:

Adopt Ordinance to Amend Chapter 10, Article VII of the Code of Ordinances Incorporating Amendments to the International Property Maintenance Code.

COMMUNITY, SAFETY, STEWARDSHIP:

Our community is improved when property within the community is maintained to recognized standards, such as those in the International Property Maintenance Code (IPMC), especially when the IPMC is amended to adapt to local circumstances, including incorporation of a rental registration ordinance. Because much of the IPMC addresses safety-related standards, the safety of building occupants is also improved by requiring compliance with those standards.

DISCUSSION:

The International Code Council updates its codes, including the IPMC, every 3 years. Ideally, the city would adopt updates on that same schedule. However, the city is currently implementing the 2012 edition. The proposed ordinance will adopt the 2021 edition.

When local governments adopt the IPMC, they often amend it to address local concerns. Wyoming has amended it to include its rental registration ordinance, address blight, and expand on other, more technical components.

As with other proposed ordinance amendments, this proposal has updated provisions to ensure compliance with due process requirements, to provide appropriate consequences for noncompliance such as increased fines and a clear process for suspending or revoking rental registrations, and to increase the specificity of notices of violations. Because the construction board of appeals, a body the city is required to create by the Michigan construction code has the needed expertise to also (maybe, best) address IPMC violations, under this proposed amendment, appeals of violation notices or interpretations of the IPMC will also go to that board via a clarified appeals procedure.

This will have an added benefit to eliminating the housing board of appeals. It has been hard to find members of both bodies. They also meet infrequently, *i.e.*, on an as needed basis with no regularly scheduled meeting dates, so it has also been difficult to ensure both bodies have needed training, elected board officers on a regular basis, etc.