

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, JUNE 17, 2024, 7:00 P.M.**

**1) Call to Order**

**2) Invocation** – Pastor Pat Binish, Resurrection Life Church

*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*

**3) Pledge of Allegiance**

**4) Roll Call**

**5) Student Recognition**

**6) Approval of Minutes**

From the June 3, 2024 Regular Meeting

**7) Approval of Agenda**

**8) Public Hearings**

*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

**9) Public Comment on Agenda Items**

*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

**10) Presentations and Proclamations**

a) Presentations

Joshua Lunger, Destination Kent

b) Proclamations

1. Recognition of Brooklyn Lusk

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

**13) Budget Amendments**

a) Budget Amendment No. 53 – To Appropriate \$7,408,616 of Additional Budgetary Authority to Provide the Necessary Funds for the Bond Issuance Related to the Purchase and Installation of Three New Blowers at the Clean Water Plant

**14) Consent Agenda**

*All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.*

a) Of Appreciation to Richard Postema for His Service as a Member of the Construction Board of Appeals for the City of Wyoming

- b) Of Appreciation to Chris Hall for His Service as a Member of the Community Development Committee for the City of Wyoming
- c) Of Appreciation to Aaron Thelenwood for His Service as a Member of the Community Development Committee for the City of Wyoming
- d) Of Appreciation to Adam Cowan for His Service as a Member of the Parks and Recreation Commission for the City of Wyoming
- e) Of Appreciation to Elizabeth Kreager for Her Service as a Member of the Tree Commission for the City of Wyoming
- f) Of Appreciation to Nicholas Moleski for His Service as a Member of the Tree Commission for the City of Wyoming
- g) Of Appreciation to Amy Tzintzun for Her Service as a Member of the WKTV Commission of the City of Wyoming
- h) To Appoint Matthew Farris as a Member of the Historical Commission for the City of Wyoming
- i) To Appoint Mary Francois as a Member of the Historical Commission for the City of Wyoming
- j) To Appoint Alicia Sharp as a Member of the Historical Commission for the City of Wyoming
- k) To Confirm the Appointment of Chris Hall as a Member of the Zoning Board of Appeals for the City of Wyoming
- l) To Appoint Matthew Jemilo as a Member of the Tree Commission for the City of Wyoming
- m) To Appoint Beverly Vanderwood as a Member of the Tree Commission for the City of Wyoming
- n) To Reappoint Members to the Historical Commission, Officers Compensation Commission and Planning Commission for the City of Wyoming
- o) To Appoint and Reappoint Members to Boards, Commissions, and Committees for the City of Wyoming
- p) To Reappoint Members to the Construction Board of Appeals and Housing Commission for the City of Wyoming

**15) Resolutions**

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

- q) To Authorize the Purchase of Automated License Plate Reader Cameras
- r) To Accept a Quote from Connection Public Sector Solutions for Computer Hardware
- s) To Award the Bid for the 2024 Wyoming Avenue Watermain Replacement Project and to Authorize the Mayor and City Clerk to Execute the Contract
- t) For Award of Bids
  - 1. Clean Water Plant Chemicals
  - 2. Drinking Water Plant Chemicals
  - 3. Hach Laboratory Testing Supplies
  - 4. IDEXX Laboratory Testing Supplies
  - 5. Water Treatment Plant Transformer Maintenance Project
  - 6. Wyoming Senior Center Handrail Project
  - 7. Environmental Laboratory Analysis Services

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

*This public comment period is an opportunity to share concerns or present topics to the*

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

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

**21) Adjournment**

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

*Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either [Clerk\\_info@wyomingmi.gov](mailto: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](mailto:Clerk_info@wyomingmi.gov) al menos 36 horas antes de la reunion para hacer arreglos para el alojamiento apropiado.*

**PROCLAMATION  
OF RECOGNITION TO  
BROOKLYN LUSK**

*WHEREAS, Brooklyn Lusk, a student in Ms. Weld-Wallis' third -grade class, at Parkview Elementary School, participated in the Work Zone Safety Poster Contest, hosted by the Kent County Road Commission, and*

*WHEREAS, the Kent County Road Commission invited third-grade students throughout Kent County to design caution signs promoting safe driving habits through a work zone, focusing on one of the following safety tips: "Stay Focused/Avoid Distractions", "Obey Flaggers and Work Zone Signs" and "Slow Down, Move Over", and*

*WHEREAS, Brooklyn Lusk's winning poster on safe driving through a work zone will help everyone – workers and road users, alike –arrive home safely. Her winning entry was judged on creativity, originality, and the ability to strongly convey a message.*

*NOW, THEREFORE, I, KENT VANDERWOOD, and the members of the Wyoming City Council wish to recognize and congratulate the talent and creativity of Parkview Elementary School student Brooklyn Lusk.*

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**KENT VANDERWOOD, MAYOR**  
*City of Wyoming, Michigan*  
*June 17, 2024*



## Staff Report

**Date:** June 5, 2024  
**Subject:** Budget Amendment 053 – CWP Blower Project  
**From:** Joe Sterling, Deputy Finance Director  
**CC:** Jodi Yenchar, Finance Director  
**Meeting Date:** June 17, 2024

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### RECOMMENDATION:

It is recommended that City Council approve a budget amendment to account for the bond issuance related to the purchase and installation of three new blowers in the Clean Water Plant.

### ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
  - GOAL 3 – Improve City infrastructure and service reliability

### DISCUSSION:

In March, the City completed a bond issuance to provide the funds necessary to purchase and install three new blowers at the Clean Water Plant. Transactions related to bond issuances must be accounted for in funds separate from the sewer system's operating fund. To comply with State of Michigan accounting requirements, a budget amendment is needed to record the transactions related to the bond issuance in the required funds.

### BUDGET IMPACT:

The funds necessary for the bond issuance will require the attached budget amendment. The budget amendment includes a reduction in the sewer system's operating fund to reflect the previously approved budget for the initial blower as well as the required reserve adjustment.

Attachment:  
Budget Amendment

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

RESOLUTION OF APPRECIATION TO RICHARD POSTEMA FOR HIS SERVICE  
AS A MEMBER OF THE CONSTRUCTION BOARD OF APPEALS  
FOR THE CITY OF WYOMING

WHEREAS:

1. Richard Postema has served faithfully and effectively as a member of the Construction Board of Appeals since April 21, 1997.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Richard Postema for his dedicated service as a member of the Construction Board of Appeals.

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 June 17, 2024.

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

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

RESOLUTION OF APPRECIATION TO CHRIS HALL FOR HIS SERVICE  
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE  
FOR THE CITY OF WYOMING

WHEREAS:

1. Chris Hall has served faithfully and effectively as a member of the Community Development Committee since March 4, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Chris Hall for his dedicated service as a member of the Community Development Committee.

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 June 17, 2024.

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

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

RESOLUTION OF APPRECIATION TO AARON THELENWOOD FOR HIS SERVICE  
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE  
FOR THE CITY OF WYOMING

WHEREAS:

1. Aaron Thelenwood has served faithfully and effectively as a member of the Community Development Committee since September 8, 2020.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Aaron Thelenwood for his dedicated service as a member of the Community Development Committee.

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 June 17, 2024.

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

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

RESOLUTION OF APPRECIATION TO ADAM COWAN FOR HIS SERVICE  
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Adam Cowan has served faithfully and effectively as a member of the Parks and Recreation Commission since February 20, 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Adam Cowan for his dedicated service as a member of the Parks and Recreation Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

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

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

RESOLUTION OF APPRECIATION TO ELIZABETH KREAGER  
FOR HER SERVICE AS A MEMBER OF THE TREE COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Elizabeth Kreager has served faithfully and effectively as a member of the Tree Commission since January 16, 2017.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Elizabeth Kreager for her dedicated service as a member of the Tree Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 17, 2024.

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

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

RESOLUTION OF APPRECIATION TO NICHOLAS MOLESKI  
FOR HIS SERVICE AS A MEMBER OF THE TREE COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Nicholas Moleski has served faithfully and effectively as a member of the Tree Commission since November 4, 2019.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Nicholas Moleski for his dedicated service as a member of the Tree Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 17, 2024.

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

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

RESOLUTION OF APPRECIATION TO AMY TZINTZUN FOR HER SERVICE  
AS A MEMBER OF THE WKTV COMMISSION  
OF THE CITY OF WYOMING

WHEREAS:

1. Amy Tzintzun has served faithfully and effectively as a member of the WKTV Commission since December 21, 2020.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Amy Tzintzun for her dedicated service as a member of the WKTV Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 17, 2024.

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

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

RESOLUTION TO APPOINT MATTHEW FARRIS AS A MEMBER OF THE  
HISTORICAL COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Matthew Farris has submitted an application requesting appointment to the Historical Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2027.
3. Mayor Kent Vanderwood has recommended that Matthew Farris be appointed as a member of the Historical Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Matthew Farris to the Wyoming Historical Commission for the term ending on June 30, 2027.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 17, 2024.

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

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

RESOLUTION TO APPOINT MARY FRANCOIS AS A MEMBER OF THE  
HISTORICAL COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Mary Francois has submitted an application requesting appointment to the Historical Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2026.
3. Mayor Kent Vanderwood has recommended that Mary Francois be appointed as a member of the Historical Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Mary Francois to the Wyoming Historical Commission for the term ending on June 30, 2026.

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 June 17, 2024.

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

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

RESOLUTION TO APPOINT ALICIA SHARP AS A MEMBER OF THE  
HISTORICAL COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Alicia Sharp has submitted an application requesting appointment to the Historical Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2025.
3. Mayor Kent Vanderwood has recommended that Alicia Sharp be appointed as a member of the Historical Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Alicia Sharp to the Wyoming Historical Commission for the term ending on June 30, 2025.

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 June 17, 2024.

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

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

RESOLUTION TO CONFIRM THE APPOINTMENT OF CHRIS HALL  
AS A MEMBER OF THE ZONING BOARD OF APPEALS  
FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in an unexpired term ending June 30, 2025, on the Zoning Board of Appeals.
2. Section 90-1001 of the City Code outlines the membership requirements of the Zoning Board of Appeals, including the requirement that one member shall be selected from the Planning Commission.
3. It is the desire of the City Council that Chris Hall be appointed as the Planning Commission representative to the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Chris Hall as a member of the Zoning Board of Appeals for the unexpired term ending June 30, 2025.

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 June 17, 2024.

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Kelli A. VandenBerg, Wyoming City Clerk

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

RESOLUTION TO APPOINT MATTHEW JEMILO AS A MEMBER OF THE  
TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Matthew Jemilo has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2028.
3. It is the recommendation of the City Manager that Matthew Jemilo be appointed as a member of the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Matthew Jemilo to the Wyoming Tree Commission for the term ending June 30, 2028.

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 June 17, 2024.

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

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

RESOLUTION TO APPOINT BEVERLY VANDERWOOD AS A MEMBER OF THE  
TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Beverly Vanderwood has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2028.
3. It is the recommendation of the City Manager that Beverly Vanderwood be appointed as a member of the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Beverly Vanderwood to the Wyoming Tree Commission for the term ending June 30, 2028.

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 June 17, 2024.

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

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

RESOLUTION TO REAPPOINT MEMBERS TO THE  
HISTORICAL COMMISSION, OFFICERS COMPENSATION COMMISSION AND  
PLANNING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Historical Commission, Officers Compensation Commission and the Planning Commission expires on June 30, 2024.
2. It is the desire of Mayor Kent Vanderwood that members be reappointed to serve on the Historical Commission, Officers Compensation Commission, and the Planning Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Historical Commission</u> Kristian Daniel	06/30/2027
<u>Officers Compensation Commission</u> Karl Cuncannan	06/30/2031
<u>Planning Commission</u> Roger Lamer	06/30/2027
David Micele	06/30/2027
Audrey Zapata	06/30/2027

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for member David Micele on the Planning Commission.
2. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Historical Commission, Officers Compensation Commission, and the Planning Commission for the City of Wyoming to the terms so stated.

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 June 17, 2024.

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

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

RESOLUTION TO APPOINT AND REAPPOINT MEMBERS TO BOARDS,  
COMMISSIONS, AND COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. It is the desire of the City Council that members are appointed, and reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for the following members: Deborah Krenz and Dan Burrill.
2. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

BOARD, COMMISSION OR COMMITTEE

TERM ENDING

Community Development Committee

Kalene McElveen	06/30/2026
Deborah Krenz	06/30/2026
Kathryn Chambliss	06/30/2026
Tanell Hills	06/30/2026
Molly Perez	06/30/2026
Barb VanDuren	06/30/2026

Parks & Recreation Commission

Gabriela De La Vega	06/30/2027
Robert Kilgo	06/30/2027
Kendra Smith	06/30/2027
Arleen Xirum (Godfrey-Lee PS)	06/30/2026

Retirement Board

Robert Arnoys	06/30/2027
Joel Morgan	06/30/2026
Marcus Donker (DPS Rep)	06/30/2027

WKTV Commission  
Gabriela De La Vega

06/30/2027

Zoning Board of Appeals  
Dan Burrill  
Kimberly Tobian  
Geoffrey Yonkers

06/30/2027

06/30/2027

06/30/2027

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 17, 2024.

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

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

RESOLUTION TO REAPPOINT MEMBERS TO THE  
CONSTRUCTION BOARD OF APPEALS AND HOUSING COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members for the Construction Board of Appeals and Housing Commission expires on June 30, 2024.
2. It is the recommendation of the City Manager that the following members be reappointed to serve on the Construction Board of Appeals and Housing Commission:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Construction Board of Appeals</u> Joe Simon	06/30/2027
<u>Housing Commission</u> Marilee Roukema	06/30/2029

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for member Joe Simon on the Construction Board of Appeals.
2. That the City Council does hereby concur with the recommendation of the City Manager to reappoint members to the Construction Board of Appeals and Housing Commission for the City of Wyoming to the term so stated.

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 June 17, 2024.

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

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
AUTOMATED LICENSE PLATE READER CAMERAS

WHEREAS:

1. The City as a member of the Combined Auto Theft Team (CATT) works with other jurisdictions to identify stolen vehicles through the use of automated license plate reader cameras.
2. The City Council previously authorized purchase of these cameras through the Flock Group, Inc.
3. The City wishes to continue its participation with CATT and use of the cameras and to do so effectively desires to install additional cameras.
4. CATT applied for grant funding from the Auto Theft Prevention Authority that would offset costs for these improvements.
5. It is recommended that City Council authorize the agreement with Flock Group, Inc., for the purchase and installation of new cameras in the amount of \$36,500.00.
6. The Public Safety Department intends to seek reimbursement for the purchase of the license plate reader cameras through ATPA grant funds or to opt out of the agreement if the ATPA grant funds are not awarded.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of additional license plate camera readers.
2. The City Council authorizes the City Manager to sign the agreement with Flock Group Inc. and to proceed with the agreement should the grant funds be awarded in an amount to cover the city's costs or to later opt out of the agreement on behalf of the City if the grant funds are not awarded.
3. They City Council waives the provision of Section 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

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 June 17, 2024.

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

ATTACHMENTS:

Staff Report

Agreement

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

## Staff Report

Date: June 10, 2024

Subject: Flock License Plate Reader Cameras

From: Capt. Eric Wiler

CC: Chief Kimberly Koster

Meeting Date: June 17, 2024

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### **PURPOSE:**

It is recommended that the City Council authorize the purchase of ten (10) additional automated license plate reader (LPR) cameras and allow the City Manager to sign a contract with Flock Group, Inc.

### **ALIGNMENT WITH STRATEGIC PLAN:**

- PILLAR 2 – SAFETY
  - GOAL 1 – Implement and adopt more proactive public safety initiatives.

### **DISCUSSION:**

The Combined Auto Theft Team (CATT) is a multi-jurisdictional law enforcement team supervised by a Grand Rapids Police Department Sergeant and made up of detectives from Grand Rapids, Kentwood, and Wyoming Police Departments. Auto theft and associated crimes often cross jurisdictional boundaries in such a way that investigating them separately and independently makes little sense. We have been part of this task force for more than two decades. Communication with the team is seamless and we have great trust in the Grand Rapids supervisor leading it. Wyoming's interests and needs are always met, and we feel continued participation is important.

This year, CATT applied for a grant with the Auto Theft Prevention Authority (ATPA) and requested funding to renew the previous LPRs purchased with grant funds and add ten (10) additional LPRs. These cameras will be dispersed at locations within the City of Wyoming where stolen vehicles are likely to traverse, bringing the total number of fixed Flock cameras in the city to 42.

The ATPA is an annual grant with a grant period starting on October 1<sup>st</sup> and ending on September 30<sup>th</sup> the following year. The grant will not be awarded until sometime in August or September of 2024, therefore in order to ensure that all invoices, payments, installation of equipment, etc. occur within the grant period, the ATPA is requesting that potential recipients of the grant sign the contract with Flock Group, Inc. in June or July of 2024. This will allow Flock Group, Inc. adequate time to process permits, schedule installation, and ensure invoicing is completed within the grant period.

Provisions in the agreement, under the heading of "Project Prove It," allow customers to opt out of the contract without penalty or fees within 30 days of the installation of the LPRs. This allows the City of Wyoming to opt out if we are not awarded the grant. If the grant is awarded, we are committed to the project.

A request to accept the ATPA grant, if awarded, will be presented to the City Council at the first scheduled City Council meeting following the award announcement.

**BUDGET IMPACT:**

There is no budget impact at this time. A request to accept the ATPA grant, if awarded, will be presented to the City Council at the first scheduled City Council meeting following the award announcement. That request will include the appropriate budget amendment request and ATPA Memorandum of Agreement.

Attachment:  
Agreement

**Flock Safety + MI - Wyoming PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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**MAIN CONTACT:**

Jack Kilduff  
jack.kilduff@flocksafety.com  
2692170131

**flock safety**



**EXHIBIT A**  
**ORDER FORM**

Customer: MI - Wyoming PD	Initial Term: 12 Months
Legal Entity Name: MI - Wyoming PD	Renewal Term: 12 Months
Accounts Payable Email:	Payment Terms: Net 30
Address: 1155 28th St Sw Wyoming, Michigan 49509	Billing Frequency: Annual Plan - Invoiced at the end of the pilot period.
	Retention Period: 30 Days

**PROJECT PROVE IT**

Customer will have a 30 day opt-out period ("Opt-Out Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$30,000.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	10	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	10	\$6,500.00

<b>Subtotal Year 1:</b>	\$36,500.00
<b>Annual Recurring Subtotal:</b>	\$30,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$36,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

## Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At PPI End Date	\$36,500.00
<b>Annual Recurring after Year 1</b>	\$30,000.00
<b>Contract Total</b>	\$36,500.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
------------------	-------------

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: MI - Wyoming PD**

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

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

Name: Mark Smith  
\_\_\_\_\_

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

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

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

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

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

PO Number: \_\_\_\_\_

Customer Implementation Guide  
**Law Enforcement**



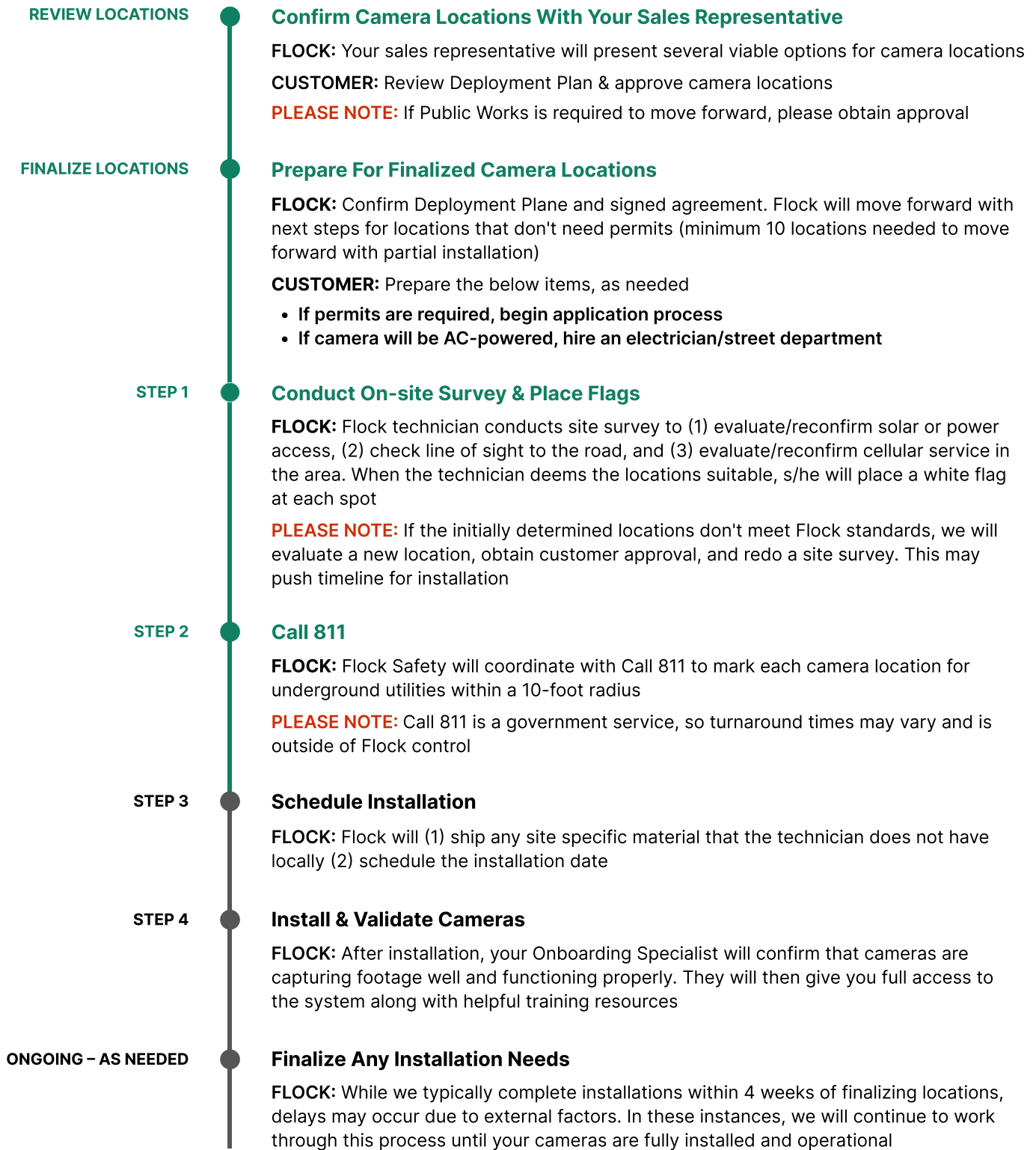
**flock safety**

# Table of Contents



Implementation Timeline .....	2
Flock Safety Team .....	3
Implementation Service briefs: Existing Infrastructure .....	6
vs Standard vs Advanced	
• Existing Infrastructure Implementation	
• Standard Implementation	
• Advanced Implementation	
Things to Consider When Selecting Locations .....	12
Customer Responsibilities: AC-Powered Cams .....	14
Electrician Handout .....	15
• Electrician Installation Steps	
• FAQs about AC-Powered Flock Cameras	
Installation Service Brief Summary .....	18
Permitting: Pre-Install Questionnaire .....	19
1. Timeline	
2. Right of Way	
3. AC Power vs. Solar	
4. Traffic Control & Installation Methods	
5. Paperwork & Required Forms	
6. Contacts	
*Fee Schedule .....	21
Help Center .....	22
Customer Support .....	22



# Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



# Flock Safety Team

Implementation Team	How They Will Support You
 <p data-bbox="220 688 492 726"><b>Project Manager</b></p>	<p data-bbox="610 380 1349 459">Your <b>Project Manager</b> is your <b>primary contact during camera installation.</b></p> <p data-bbox="610 499 1414 821">Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <p data-bbox="220 1318 492 1398"><b>Field Operations Team</b></p>	<ul data-bbox="626 1010 1422 1808" style="list-style-type: none"> <li data-bbox="626 1010 1422 1283">• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li> <li data-bbox="626 1325 1422 1598">• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li> <li data-bbox="626 1640 1422 1808">• <b>*Note*</b>: For <b>all installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li> </ul>

Relationship Team	How They Will Support You
 <p data-bbox="201 674 513 758"><b>Customer Success Manager</b></p>	<p data-bbox="610 373 1403 457">Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p data-bbox="610 495 1403 625">While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p data-bbox="610 663 1403 793">Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul data-bbox="630 814 1416 1180" style="list-style-type: none"><li>• Set up Account Training</li><li>• Understand benefits of features</li><li>• Learning best practices for getting relevant data</li><li>• Identifying opportunities to expand the security network in your area</li><li>• Provide feedback on your partnership with Flock</li></ul>
 <p data-bbox="253 1644 459 1728"><b>Flock Safety Support</b></p>	<p data-bbox="610 1339 1416 1566">The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. <b>To get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a> or call <b>866-901-1781 Mon-Fri 8am-8pm EST.</b></p> <p data-bbox="610 1579 959 1617">Support can help you:</p> <ul data-bbox="630 1638 1416 1911" style="list-style-type: none"><li>• Request camera maintenance</li><li>• Troubleshoot online platform</li><li>• Contract / Billing questions</li><li>• Update account information</li><li>• Camera Sharing questions</li><li>• Quick “How to” questions in your Flock Account</li></ul>

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

**PLEASE NOTE:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

# Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
<b>Pole</b>	None	Flock	NCHRP 350 / MASH
<b>Timeline</b>	Short	Medium	Longest
<b>Cost</b>	Lowest	Mid	Highest

## Existing Infrastructure Implementation

**COST:** \$150 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
  - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
  - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
  - Access requiring up to a 14' using an A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
  - Standard, 12' above grade [Flock breakaway pole](#)
  - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Standard Implementation

**COST:** \$650 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Advanced Implementation

**COST:** \$1,900 per camera (one time cost)

### Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12' above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

# Things to Consider When Selecting Locations

## Falcon Cameras



- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.\*
  - They should be mounted one per pole.\*\* If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).\*\*\*
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

\* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

\*\* Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

\*\*\* Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

## Solar Panels

Solar panels need unobstructed southern-facing views.



## Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



# Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

## How to Get Started with a Powered Install



### 1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources

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### 2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera

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### 3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras

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### 4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present

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### 5. Install Camera

Flock will install the camera and AC power kit at the specified camera location

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### 6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

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# Electrician Handout

## Electrician Installation Steps

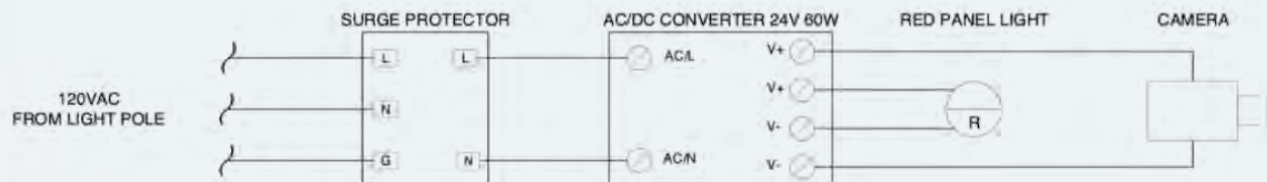
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



**Southeast Region - (678) 562-8766**

**West-Region - (804) 607-9213**

**Central & NE Region - (470) 868-4027**



## **FAQs about AC-Powered Flock Cameras**

### **What voltage is supported?**

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

### **How much power does this consume?**

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

### **Who is responsible for contracting the electrician?**

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

### **Who is responsible for maintenance?**

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

### **How much does it cost?**

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

### **What information do I need to provide my electrician?**

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

**Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

**How long does this process typically take?**

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

**What kind of electrician should I look for?**

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

**What happens if the electrician damages the equipment?**

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

**When should the electrician perform his work?**

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

**What if my electrician has questions about Flock's AC Kit?**

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

**What if the AC power is on a timer?**

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

# Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review <a href="#">Fees Sheet</a> For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For <b>Falcon™ Flex</b>	

\*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

\*\*\*If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

# Permitting: Pre-Install Questionnaire

## 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

## 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

## 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

## 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?\***

**PLEASE NOTE:** If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

## \*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

### What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
  - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy  
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

### Incurred Fees:

- Camera relocation
  - Existing infrastructure (non-AC powered)..... **\$350**
  - Flock pole (non-AC powered)..... **\$750**
  - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
  - Camera only as a result of vandalism, theft, or damage ..... **\$800**
  - Pole replacement only as a result of vandalism, theft, or damage
    - Flock pole ..... **\$500**
    - Advanced pole ..... **\$5000**
  - Full replacement as a result of vandalism, theft, or damage
    - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
    - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge ..... **\$350**
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email [support@flocksafety.com](mailto:support@flocksafety.com).

## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

*(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

[How do I reset my / another user's password?](#)

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any “How-To” questions you may have.

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

RESOLUTION TO ACCEPT A QUOTE FROM  
CONNECTION PUBLIC SECTOR SOLUTIONS FOR COMPUTER HARDWARE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Connection Public Sector Solutions for the purchase of two Hewlett Packard hard drives, three uninterruptible power supplies, one 8-port rack console and one WatchGuard Firebox in the total estimated amount of \$9,009.78.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Connection Public Sector Solutions in the total estimated amount of \$9,009.78.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 17, 2024.

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

ATTACHMENTS:

Staff Report  
Quote

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

## Staff Report

**Date:** June 6, 2024  
**Subject:** Purchase of Information Technology Items  
**From:** Paul Gerndt, Director of Information Technology  
**Meeting Date:** June 17, 2024

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### RECOMMENDATION:

It is recommended City Council authorize the purchase of information technology items from Connection Public Sector Solutions in the amount of \$9,009.78.

### ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

### DISCUSSION:

The Information Technology Department needs various technology items to meet its needs across City operations. Specifically:

- Hewlett Packard Enterprise (HPE) hard drives are required to add file storage capacity to keep pace with needs of the Public Safety and City Hall departments.
- Three uninterruptible power supplies (UPSes) are required to provide temporary emergency power to the networks at fire stations #1, #3, and #4, replacing aging units.
- An updated keyboard/video/mouse (KVM) device is needed to provide rack-mounted management capabilities for servers in the City Hall data center.
- A small office/home office (SOHO) firewall is required to replace an aging device located at the Wyoming branch of the Kent District Library.

The Information Technology Department has established relationships with several local, regional, and national technology suppliers. In accordance with the city's Charter and Purchasing Policy, the IT Department seeks competitive quotes or bids from several suppliers whenever a need arises.

Quotes were received for the items listed above from three vendors who are routine suppliers to the City. Although price competitiveness varied across the individual items, the quote from Connection Public Sector Solutions is the lowest in total. Tabulation of the quotes received is displayed in the section below.

**TABULATION:**

<b>Item Description</b>	<b>QTY</b>	<b><u>SCW</u></b>	<b><u>Insight</u></b>	<b><u>Connection</u></b>
<b>Hewlett Packard Enterprise (HPE) - hard drive - 2.4 TB - SAS 12Gb/s (pack of 6)</b>	2	\$ 6,931.94	\$ 6,789.64	\$ 7,035.04
<b>Tripp Lite 8-Port Rack Console KVM Switch w/19" LCD &amp; 8 PS2/USB Cables 1U - KVM console - 19"</b>	1	1,213.85	1,267.51	1,283.24
<b>Tripp Lite UPS 750VA 450W Eco Green Battery Back Up Compact 120V USB RJ11 50/60Hz - UPS - 450 Watt - 750 VA</b>	3	317.31	325.26	336.99
<b>WatchGuard Firebox T45 - security appliance - with 3 years Basic Security Suite</b>	1	1,206.79	1,337.79	354.51
<b>TOTALS</b>		<b>\$ 9,669.89</b>	<b>\$ 9,720.20</b>	<b>\$ 9,009.78</b>





**BUDGET IMPACT:**

Funds are budgeted in account number 101-228-22800-740.201 – General Fund – Information Technology - Operating Supplies Computer Infrastructure.

Attachment:  
Quote

Lisa Sunday  
 Organization: City of Wyoming, MI  
 Group: City of Wyoming  
 Quote: 1668196186  
 Expiration: 6/9/2024

Billing Information	Shipping Information
Billing Address:  CITY OF WYOMING 1155 28TH ST SW WYOMING, MI 49509	Shipping Address:  Lisa Sunday City of Wyoming 1155 28th Street SW WYOMING, MI 49509

	Product	Unit Price	Qty	Total
	HPE MSA 14.4TB SAS 12Gb/s 10K RPM SFF 2.5" Enterprise M2 Hard Drive 6-pack Bundle  In Stock Item#: 41197124 Mfg. Part#: R0Q67A	\$3,517.52	2	\$7,035.04
	Tripp Lite NetDirector 8-Port 1U Rack-Mount Console KVM Switch w/ 19" LCD + (8) PS2/USB Combo Cables  In Stock Item#: 10330513 Mfg. Part#: B020-U08-19-K	\$1,283.24	1	\$1,283.24
	Tripp Lite Energy Saving Green UPS 750VA Standby (12) Outlets USB 120V (Eco750UPS)  In Stock Item#: 9143454 Mfg. Part#: ECO750UPS	\$112.33	3	\$336.99
	Watchguard FIREBOX T45 3Y BASIC SEC.  In Stock Item#: 41594178 Mfg. Part#: WGT45033	\$354.51	1	\$354.51

Subtotal:	\$9,009.78
Shipping & Handling:	Best Way - Ground - \$0.00
Tax:	\$0.00
Fees:	\$0.00
Total:	\$9,009.78

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

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

WHEREAS:

1. On June 4 , 2024, the City received six (6) bids for the 2024 Wyoming Avenue (36<sup>th</sup> Street to Lacrosse Street) Watermain Replacement Project with Dykema Excavators, Inc. submitting the low bid of \$1,247,467.90.
2. The bid is \$72,818.10 or 5.5% below 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. 401-441-57300-972.573 and the Water Fund, Capital Outlay Watermains Account No. 591-441-57300-972.573.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the bid for the 2024 Wyoming Avenue Watermain Replacement Project from Dykema Excavators, Inc. for \$1,247,467.90
2. The City Council authorizes \$65,000 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 June 17, 2024.

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

ATTACHMENTS:

Staff Report

Bid Tab

Contract Form

**STAFF REPORT**

Date: June 5, 2024  
 Subject: 2024 Wyoming Avenue Watermain Replacement – Award of Bid  
 From: Jeffrey Oonk, Senior Civil Engineer  
 CC: Myron Erickson, Director of Public Works  
 Meeting Date: June 17, 2024

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**RECOMMENDATION:**

It is recommended the City Council award the 2024 Wyoming Avenue (36<sup>th</sup> Street to Lacrosse Street) Watermain Replacement Project to Dykema Excavators, Inc. in the amount of \$1,247,467.90 and approve a contingency of \$65,000 for a total of \$1,312,467.90.

**ALIGNMENT WITH STRATEGIC PLAN:**

- Pillar 3 - Stewardship

**DISCUSSION:**

Wyoming received six (6) bids for the 2024 Wyoming Avenue (36<sup>th</sup> Street to Lacrosse Street) Watermain Replacement Project. The low bid was submitted by Dykema Excavators, Inc. in the amount of \$1,247,467.90, which is 5.5% below the engineer’s estimate of \$1,320,286.00.

The existing watermain in Wyoming Avenue was constructed between 1958 and 1960 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 \$1,350,000 including \$37,532.10 in engineering and testing and \$65,000 in contingency.

**TABULATION:**

Bid Tabulation is attached.

**BUDGET IMPACT:**

Sufficient funds are available in the Capital Improvement Fund, Capital Outlay Watermains Account No. 401-441-57300-972.573 and the Water Fund, Capital Outlay Watermains Account No. 591-441-57300-972.573:

Construction Contract	\$1,247,467.90
Engineering and Testing	37,532.10
Contingency	<u>65,000.00</u>
Total Project Cost	\$1,350,000.00
Capital Improvement Fund	\$675,000.00
Water Fund	<u>\$675,000.00</u>
Total Project Funding	\$1,350,000.00

## Bid Comparison

**Contract ID:** 2024.5  
**Description:** 2024 Watermain Wyoming Ave  
**Location:** Wyoming Ave  
**Projects(s):** 2024.05

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$1,320,286.00	5.83%	0.00%
1	(_4) Dykema Excavators, Inc.	\$1,247,467.90	0.00%	-5.51%
2	(_14) Wyoming Excavators, Inc.	\$1,297,128.00	3.98%	-1.75%
3	(_30) MY-CON INC.	\$1,310,237.13	5.03%	-0.76%
4	(_9) Kamminga & Roodvoets, Inc	\$1,398,573.70	12.11%	5.92%
5	(_2) Diversco Construction Co. Inc.	\$1,570,947.60	25.93%	18.98%
6	(_7) Schippers Excavating Inc.	\$1,586,511.00	27.17%	20.16%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Dykema Excavators, Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000 MOBILIZATION	1	LSUM	\$150,000.00	\$150,000.00	\$60,000.00	\$60,000.00	\$64,000.00	\$64,000.00
0002	1002 REMOVE TREES 8" TO 18"	3	Ea	\$900.00	\$2,700.00	\$650.00	\$1,950.00	\$500.00	\$1,500.00
0003	1003 REMOVE TREES 19" TO 36"	5	Ea	\$1,000.00	\$5,000.00	\$950.00	\$4,750.00	\$1,250.00	\$6,250.00
0004	1008 REMOVE CURB AND GUTTER	2,495	Ft	\$9.00	\$22,455.00	\$7.00	\$17,465.00	\$11.00	\$27,445.00
0005	1035 REMOVE SIDEWALK	1,878	Syd	\$9.00	\$16,902.00	\$9.00	\$16,902.00	\$11.00	\$20,658.00
0006	1045 REMOVE PAVEMENT	220	Syd	\$11.00	\$2,420.00	\$10.00	\$2,200.00	\$13.00	\$2,860.00
0007	1142 REMOVE EX COVER AND CASTINGS	21	Ea	\$200.00	\$4,200.00	\$300.00	\$6,300.00	\$236.00	\$4,956.00
0008	1143 REMOVE EX VALVE AND BOX	5	Ea	\$200.00	\$1,000.00	\$500.00	\$2,500.00	\$236.00	\$1,180.00
0009	1168 REMOVE EX HYDRANT	5	Ea	\$413.00	\$2,065.00	\$500.00	\$2,500.00	\$472.00	\$2,360.00
0010	1170 REMOVE EX WATERMAIN	70	Ft	\$14.00	\$980.00	\$25.00	\$1,750.00	\$11.00	\$770.00
0011	1216 COLD MILL - 3.5"	7,804	Syd	\$1.50	\$11,706.00	\$1.60	\$12,486.40	\$2.00	\$15,608.00
0012	1550 REMOVE CONCRETE	832	Syd	\$11.00	\$9,152.00	\$9.00	\$7,488.00	\$13.00	\$10,816.00
0013	4030 CATCH BASIN COVER - ADA	2	Ea	\$750.00	\$1,500.00	\$725.00	\$1,450.00	\$625.00	\$1,250.00
0014	4031 COVER AND CASTING	16	Ea	\$500.00	\$8,000.00	\$600.00	\$9,600.00	\$495.00	\$7,920.00
0015	4032 CATCH BASIN COVER AND CASTING	3	Ea	\$780.00	\$2,340.00	\$900.00	\$2,700.00	\$750.00	\$2,250.00
0016	5040 HYDRANT	9	Ea	\$4,210.00	\$37,890.00	\$3,800.00	\$34,200.00	\$4,169.00	\$37,521.00

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Dykema Excavators, Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	5050 HYDRANT EXTENSION	2	Ea	\$710.00	\$1,420.00	\$825.00	\$1,650.00	\$750.00	\$1,500.00
0018	5076 VALVE 6"	9	Ea	\$2,000.00	\$18,000.00	\$1,750.00	\$15,750.00	\$1,842.00	\$16,578.00
0019	5077 VALVE 8"	6	Ea	\$2,515.00	\$15,090.00	\$2,300.00	\$13,800.00	\$2,560.00	\$15,360.00
0020	5101 D.I. CL 53 WATERMAIN 6"	100	Ft	\$119.00	\$11,900.00	\$93.00	\$9,300.00	\$120.00	\$12,000.00
0021	5102 D.I. CL 53 WATERMAIN 8"	2,480	Ft	\$126.00	\$312,480.00	\$108.50	\$269,080.00	\$131.00	\$324,880.00
0022	5201 6" D.I. WATERMAIN FITTING	17	Ea	\$789.00	\$13,413.00	\$600.00	\$10,200.00	\$810.00	\$13,770.00
0023	5202 8" D.I. WATERMAIN FITTING	17	Ea	\$1,020.00	\$17,340.00	\$800.00	\$13,600.00	\$1,121.00	\$19,057.00
0024	5605 1" WATER SERVICE, LONG SIDE	39	Ea	\$2,388.00	\$93,132.00	\$3,627.00	\$141,453.00	\$3,369.00	\$131,391.00
0025	5606 1" WATER SERVICE, SHORT SIDE	36	Ea	\$1,272.00	\$45,792.00	\$2,300.00	\$82,800.00	\$1,322.00	\$47,592.00
0026	6105 MISCELLANEOUS GRAVEL	135	Cyd	\$42.00	\$5,670.00	\$45.00	\$6,075.00	\$71.00	\$9,585.00
0027	6114 STREET GRADE	2,490	Ft	\$22.00	\$54,780.00	\$20.00	\$49,800.00	\$18.00	\$44,820.00
0028	6143 6" AGGREGATE BASE (CIP)	220	Syd	\$22.00	\$4,840.00	\$13.00	\$2,860.00	\$25.00	\$5,500.00
0029	6215 SIDEWALK RAMP, ADA	1,150	Sft	\$7.00	\$8,050.00	\$6.85	\$7,877.50	\$7.00	\$8,050.00
0030	6217 DETECTABLE WARNING PLATES	60	Ft	\$77.00	\$4,620.00	\$75.00	\$4,500.00	\$77.00	\$4,620.00
0031	6240 CONCRETE CURB AND GUTTER, 30"	2,495	Ft	\$25.00	\$62,375.00	\$22.00	\$54,890.00	\$25.00	\$62,375.00
0032	6270 CONCRETE SIDEWALK, 4"	15,750	Sft	\$4.20	\$66,150.00	\$5.00	\$78,750.00	\$4.20	\$66,150.00

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Dykema Excavators, Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	6280	832	Syd	\$42.00	\$34,944.00	\$45.00	\$37,440.00	\$42.00	\$34,944.00
	CONCRETE PAVEMENT NON REINFORCED, 4"								
0034	6295	28	Ea	\$650.00	\$18,200.00	\$800.00	\$22,400.00	\$820.00	\$22,960.00
	ADJUST CASTINGS								
0035	6296	2	Ea	\$500.00	\$1,000.00	\$1,275.00	\$2,550.00	\$1,003.00	\$2,006.00
	REBUILD DRAINAGE STRUCTURE								
0036	6297	2	Ea	\$500.00	\$1,000.00	\$650.00	\$1,300.00	\$1,180.00	\$2,360.00
	REPAIR EX DRAINAGE STRUCTURE								
0037	6305	15	Ton	\$161.00	\$2,415.00	\$200.00	\$3,000.00	\$161.00	\$2,415.00
	HAND PATCHING								
0038	6347	1,080	Ton	\$85.00	\$91,800.00	\$81.70	\$88,236.00	\$85.00	\$91,800.00
	HMA MIXTURE - 4EML								
0039	6348	740	Ton	\$94.25	\$69,745.00	\$91.00	\$67,340.00	\$95.00	\$70,300.00
	HMA MIXTURE - 5EML								
0040	7005	3,600	Syd	\$8.00	\$28,800.00	\$8.00	\$28,800.00	\$9.00	\$32,400.00
	TOP SOIL 4" SCREENED								
0041	7015	3,600	Syd	\$2.50	\$9,000.00	\$2.00	\$7,200.00	\$2.00	\$7,200.00
	CLASS A SEED HYDRO-MULCH								
0042	7023	15	Ea	\$130.00	\$1,950.00	\$450.00	\$6,750.00	\$189.00	\$2,835.00
	EROSION CONTROL INLET SEDIMENT TRAP								
0043	8010	1	LSUM	\$40,000.00	\$40,000.00	\$27,269.00	\$27,269.00	\$28,780.00	\$28,780.00
	MINOR TRAFFIC CONTROL DEVICES								
0044	8110	6	Ea	\$175.00	\$1,050.00	\$175.00	\$1,050.00	\$175.00	\$1,050.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0045	8111	6	Ea	\$50.00	\$300.00	\$1.00	\$6.00	\$1.00	\$6.00
	BARRICADE TYPE III LIGHTED - OPERATED								
0046	8115	200	Ea	\$24.00	\$4,800.00	\$28.00	\$5,600.00	\$28.00	\$5,600.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0047	8116	200	Ea	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0048	8120	2	Ea	\$850.00	\$1,700.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
	LIGHTED ARROW TYPE A - FURNISHED								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Dykema Excavators, Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0049	8121	2	Ea	\$10.00	\$20.00	\$100.00	\$200.00	\$100.00	\$200.00
LIGHTED ARROW TYPE A - OPERATED									
<b>Bid Totals:</b>					<b>\$1,320,286.00</b>		<b>\$1,247,467.90</b>		<b>\$1,297,128.00</b>

Line	Pay Item Code	Quantity	Units	(3) MY-CON INC.		(4) Kamminga & Roodvoets, Inc		(5) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$53,300.00	\$53,300.00	\$100,000.00	\$100,000.00	\$155,000.00	\$155,000.00
	MOBILIZATION								
0002	1002	3	Ea	\$850.00	\$2,550.00	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00
	REMOVE TREES 8" TO 18"								
0003	1003	5	Ea	\$1,150.00	\$5,750.00	\$1,000.00	\$5,000.00	\$2,275.00	\$11,375.00
	REMOVE TREES 19" TO 36"								
0004	1008	2,495	Ft	\$7.50	\$18,712.50	\$8.00	\$19,960.00	\$11.00	\$27,445.00
	REMOVE CURB AND GUTTER								
0005	1035	1,878	Syd	\$7.10	\$13,333.80	\$13.00	\$24,414.00	\$10.00	\$18,780.00
	REMOVE SIDEWALK								
0006	1045	220	Syd	\$13.00	\$2,860.00	\$13.00	\$2,860.00	\$14.00	\$3,080.00
	REMOVE PAVEMENT								
0007	1142	21	Ea	\$225.00	\$4,725.00	\$250.00	\$5,250.00	\$150.00	\$3,150.00
	REMOVE EX COVER AND CASTINGS								
0008	1143	5	Ea	\$200.00	\$1,000.00	\$235.00	\$1,175.00	\$315.00	\$1,575.00
	REMOVE EX VALVE AND BOX								
0009	1168	5	Ea	\$450.00	\$2,250.00	\$300.00	\$1,500.00	\$515.00	\$2,575.00
	REMOVE EX HYDRANT								
0010	1170	70	Ft	\$15.00	\$1,050.00	\$20.00	\$1,400.00	\$32.00	\$2,240.00
	REMOVE EX WATERMAIN								
0011	1216	7,804	Syd	\$1.75	\$13,657.00	\$4.00	\$31,216.00	\$1.40	\$10,925.60
	COLD MILL - 3.5"								
0012	1550	832	Syd	\$7.20	\$5,990.40	\$13.00	\$10,816.00	\$20.00	\$16,640.00
	REMOVE CONCRETE								
0013	4030	2	Ea	\$895.00	\$1,790.00	\$850.00	\$1,700.00	\$630.00	\$1,260.00
	CATCH BASIN COVER - ADA								
0014	4031	16	Ea	\$645.00	\$10,320.00	\$730.00	\$11,680.00	\$500.00	\$8,000.00
	COVER AND CASTING								
0015	4032	3	Ea	\$870.00	\$2,610.00	\$950.00	\$2,850.00	\$675.00	\$2,025.00
	CATCH BASIN COVER AND CASTING								
0016	5040	9	Ea	\$3,790.00	\$34,110.00	\$3,800.00	\$34,200.00	\$3,040.00	\$27,360.00
	HYDRANT								

Line	Pay Item Code	Quantity	Units	(3) MY-CON INC.		(4) Kamminga & Roodvoets, Inc		(5) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	5050	2	Ea	\$640.00	\$1,280.00	\$710.00	\$1,420.00	\$755.00	\$1,510.00
	HYDRANT EXTENSION								
0018	5076	9	Ea	\$1,665.00	\$14,985.00	\$1,875.00	\$16,875.00	\$2,228.00	\$20,052.00
	VALVE 6"								
0019	5077	6	Ea	\$2,215.00	\$13,290.00	\$2,400.00	\$14,400.00	\$2,754.00	\$16,524.00
	VALVE 8"								
0020	5101	100	Ft	\$77.65	\$7,765.00	\$118.00	\$11,800.00	\$129.00	\$12,900.00
	D.I. CL 53 WATERMAIN 6"								
0021	5102	2,480	Ft	\$119.00	\$295,120.00	\$123.00	\$305,040.00	\$131.40	\$325,872.00
	D.I. CL 53 WATERMAIN 8"								
0022	5201	17	Ea	\$670.00	\$11,390.00	\$685.00	\$11,645.00	\$965.00	\$16,405.00
	6" D.I. WATERMAIN FITTING								
0023	5202	17	Ea	\$835.00	\$14,195.00	\$805.00	\$13,685.00	\$1,222.00	\$20,774.00
	8" D.I. WATERMAIN FITTING								
0024	5605	39	Ea	\$4,048.00	\$157,872.00	\$3,950.00	\$154,050.00	\$5,360.00	\$209,040.00
	1" WATER SERVICE, LONG SIDE								
0025	5606	36	Ea	\$1,806.00	\$65,016.00	\$2,215.00	\$79,740.00	\$1,778.00	\$64,008.00
	1" WATER SERVICE, SHORT SIDE								
0026	6105	135	Cyd	\$60.50	\$8,167.50	\$30.00	\$4,050.00	\$50.00	\$6,750.00
	MISCELLANEOUS GRAVEL								
0027	6114	2,490	Ft	\$16.70	\$41,583.00	\$18.00	\$44,820.00	\$34.00	\$84,660.00
	STREET GRADE								
0028	6143	220	Syd	\$20.75	\$4,565.00	\$18.00	\$3,960.00	\$28.00	\$6,160.00
	6" AGGREGATE BASE (CIP)								
0029	6215	1,150	Sft	\$10.43	\$11,994.50	\$8.00	\$9,200.00	\$6.00	\$6,900.00
	SIDEWALK RAMP, ADA								
0030	6217	60	Ft	\$127.10	\$7,626.00	\$80.00	\$4,800.00	\$77.00	\$4,620.00
	DETECTABLE WARNING PLATES								
0031	6240	2,495	Ft	\$33.17	\$82,759.15	\$31.00	\$77,345.00	\$25.00	\$62,375.00
	CONCRETE CURB AND GUTTER, 30"								
0032	6270	15,750	Sft	\$6.68	\$105,210.00	\$4.75	\$74,812.50	\$4.00	\$63,000.00
	CONCRETE SIDEWALK, 4"								

Line	Pay Item Code	Quantity	Units	(3) MY-CON INC.		(4) Kamminga & Roodvoets, Inc		(5) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	6280	832	Syd	\$60.04	\$49,953.28	\$42.75	\$35,568.00	\$40.00	\$33,280.00
	CONCRETE PAVEMENT NON REINFORCED, 4"								
0034	6295	28	Ea	\$450.00	\$12,600.00	\$525.00	\$14,700.00	\$775.00	\$21,700.00
	ADJUST CASTINGS								
0035	6296	2	Ea	\$1,750.00	\$3,500.00	\$1,100.00	\$2,200.00	\$1,160.00	\$2,320.00
	REBUILD DRAINAGE STRUCTURE								
0036	6297	2	Ea	\$1,000.00	\$2,000.00	\$840.00	\$1,680.00	\$710.00	\$1,420.00
	REPAIR EX DRAINAGE STRUCTURE								
0037	6305	15	Ton	\$200.00	\$3,000.00	\$200.00	\$3,000.00	\$200.00	\$3,000.00
	HAND PATCHING								
0038	6347	1,080	Ton	\$81.70	\$88,236.00	\$81.70	\$88,236.00	\$81.70	\$88,236.00
	HMA MIXTURE - 4EML								
0039	6348	740	Ton	\$91.00	\$67,340.00	\$91.00	\$67,340.00	\$91.00	\$67,340.00
	HMA MIXTURE - 5EML								
0040	7005	3,600	Syd	\$7.55	\$27,180.00	\$4.40	\$15,840.00	\$12.00	\$43,200.00
	TOP SOIL 4" SCREENED								
0041	7015	3,600	Syd	\$2.50	\$9,000.00	\$1.00	\$3,600.00	\$3.15	\$11,340.00
	CLASS A SEED HYDRO-MULCH								
0042	7023	15	Ea	\$85.00	\$1,275.00	\$265.00	\$3,975.00	\$155.00	\$2,325.00
	EROSION CONTROL INLET SEDIMENT TRAP								
0043	8010	1	LSUM	\$20,770.00	\$20,770.00	\$73,665.20	\$73,665.20	\$72,250.00	\$72,250.00
	MINOR TRAFFIC CONTROL DEVICES								
0044	8110	6	Ea	\$175.00	\$1,050.00	\$100.00	\$600.00	\$175.00	\$1,050.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0045	8111	6	Ea	\$1.00	\$6.00	\$1.00	\$6.00	\$1.00	\$6.00
	BARRICADE TYPE III LIGHTED - OPERATED								
0046	8115	200	Ea	\$28.00	\$5,600.00	\$13.00	\$2,600.00	\$28.00	\$5,600.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0047	8116	200	Ea	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0048	8120	2	Ea	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00
	LIGHTED ARROW TYPE A - FURNISHED								

Line	Pay Item Code	Quantity	Units	(3) MY-CON INC.		(4) Kamminga & Roodvoets, Inc		(5) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0049	8121	2	Ea	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00
LIGHTED ARROW TYPE A - OPERATED									
<b>Bid Totals:</b>					<b>\$1,310,237.13</b>		<b>\$1,398,573.70</b>		<b>\$1,570,947.60</b>

Line	Pay Item Code	Quantity	Units	(6) Schippers Excavating Inc.					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$140,000.00	\$140,000.00		\$0.00		\$0.00
	MOBILIZATION								
0002	1002	3	Ea	\$600.00	\$1,800.00		\$0.00		\$0.00
	REMOVE TREES 8" TO 18"								
0003	1003	5	Ea	\$1,500.00	\$7,500.00		\$0.00		\$0.00
	REMOVE TREES 19" TO 36"								
0004	1008	2,495	Ft	\$7.00	\$17,465.00		\$0.00		\$0.00
	REMOVE CURB AND GUTTER								
0005	1035	1,878	Syd	\$9.00	\$16,902.00		\$0.00		\$0.00
	REMOVE SIDEWALK								
0006	1045	220	Syd	\$12.00	\$2,640.00		\$0.00		\$0.00
	REMOVE PAVEMENT								
0007	1142	21	Ea	\$300.00	\$6,300.00		\$0.00		\$0.00
	REMOVE EX COVER AND CASTINGS								
0008	1143	5	Ea	\$500.00	\$2,500.00		\$0.00		\$0.00
	REMOVE EX VALVE AND BOX								
0009	1168	5	Ea	\$600.00	\$3,000.00		\$0.00		\$0.00
	REMOVE EX HYDRANT								
0010	1170	70	Ft	\$20.00	\$1,400.00		\$0.00		\$0.00
	REMOVE EX WATERMAIN								
0011	1216	7,804	Syd	\$3.50	\$27,314.00		\$0.00		\$0.00
	COLD MILL - 3.5"								
0012	1550	832	Syd	\$12.00	\$9,984.00		\$0.00		\$0.00
	REMOVE CONCRETE								
0013	4030	2	Ea	\$1,000.00	\$2,000.00		\$0.00		\$0.00
	CATCH BASIN COVER - ADA								
0014	4031	16	Ea	\$920.00	\$14,720.00		\$0.00		\$0.00
	COVER AND CASTING								
0015	4032	3	Ea	\$1,000.00	\$3,000.00		\$0.00		\$0.00
	CATCH BASIN COVER AND CASTING								
0016	5040	9	Ea	\$4,000.00	\$36,000.00		\$0.00		\$0.00
	HYDRANT								

Line	Pay Item Code	Quantity	Units	(6) Schippers Excavating Inc.					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	5050	2	Ea	\$800.00	\$1,600.00		\$0.00		\$0.00
HYDRANT EXTENSION									
0018	5076	9	Ea	\$1,500.00	\$13,500.00		\$0.00		\$0.00
VALVE 6"									
0019	5077	6	Ea	\$2,250.00	\$13,500.00		\$0.00		\$0.00
VALVE 8"									
0020	5101	100	Ft	\$110.00	\$11,000.00		\$0.00		\$0.00
D.I. CL 53 WATERMAIN 6"									
0021	5102	2,480	Ft	\$148.00	\$367,040.00		\$0.00		\$0.00
D.I. CL 53 WATERMAIN 8"									
0022	5201	17	Ea	\$800.00	\$13,600.00		\$0.00		\$0.00
6" D.I. WATERMAIN FITTING									
0023	5202	17	Ea	\$1,250.00	\$21,250.00		\$0.00		\$0.00
8" D.I. WATERMAIN FITTING									
0024	5605	39	Ea	\$3,800.00	\$148,200.00		\$0.00		\$0.00
1" WATER SERVICE, LONG SIDE									
0025	5606	36	Ea	\$2,700.00	\$97,200.00		\$0.00		\$0.00
1" WATER SERVICE, SHORT SIDE									
0026	6105	135	Cyd	\$40.00	\$5,400.00		\$0.00		\$0.00
MISCELLANEOUS GRAVEL									
0027	6114	2,490	Ft	\$40.00	\$99,600.00		\$0.00		\$0.00
STREET GRADE									
0028	6143	220	Syd	\$20.00	\$4,400.00		\$0.00		\$0.00
6" AGGREGATE BASE (CIP)									
0029	6215	1,150	Sft	\$9.00	\$10,350.00		\$0.00		\$0.00
SIDEWALK RAMP, ADA									
0030	6217	60	Ft	\$90.00	\$5,400.00		\$0.00		\$0.00
DETECTABLE WARNING PLATES									
0031	6240	2,495	Ft	\$30.00	\$74,850.00		\$0.00		\$0.00
CONCRETE CURB AND GUTTER, 30"									
0032	6270	15,750	Sft	\$6.00	\$94,500.00		\$0.00		\$0.00
CONCRETE SIDEWALK, 4"									

Line	Pay Item Code	Quantity	Units	(6) Schippers Excavating Inc.					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	6280	832	Syd	\$55.00	\$45,760.00		\$0.00		\$0.00
CONCRETE PAVEMENT NON REINFORCED, 4"									
0034	6295	28	Ea	\$600.00	\$16,800.00		\$0.00		\$0.00
ADJUST CASTINGS									
0035	6296	2	Ea	\$1,500.00	\$3,000.00		\$0.00		\$0.00
REBUILD DRAINAGE STRUCTURE									
0036	6297	2	Ea	\$1,000.00	\$2,000.00		\$0.00		\$0.00
REPAIR EX DRAINAGE STRUCTURE									
0037	6305	15	Ton	\$250.00	\$3,750.00		\$0.00		\$0.00
HAND PATCHING									
0038	6347	1,080	Ton	\$86.00	\$92,880.00		\$0.00		\$0.00
HMA MIXTURE - 4EML									
0039	6348	740	Ton	\$95.00	\$70,300.00		\$0.00		\$0.00
HMA MIXTURE - 5EML									
0040	7005	3,600	Syd	\$5.50	\$19,800.00		\$0.00		\$0.00
TOP SOIL 4" SCREENED									
0041	7015	3,600	Syd	\$2.00	\$7,200.00		\$0.00		\$0.00
CLASS A SEED HYDRO-MULCH									
0042	7023	15	Ea	\$200.00	\$3,000.00		\$0.00		\$0.00
EROSION CONTROL INLET SEDIMENT TRAP									
0043	8010	1	LSUM	\$38,500.00	\$38,500.00		\$0.00		\$0.00
MINOR TRAFFIC CONTROL DEVICES									
0044	8110	6	Ea	\$200.00	\$1,200.00		\$0.00		\$0.00
BARRICADE TYPE III LIGHTED - FURNISHED									
0045	8111	6	Ea	\$1.00	\$6.00		\$0.00		\$0.00
BARRICADE TYPE III LIGHTED - OPERATED									
0046	8115	200	Ea	\$30.00	\$6,000.00		\$0.00		\$0.00
42 INCH CHANNELIZING DEVICE - FURNISHED									
0047	8116	200	Ea	\$1.00	\$200.00		\$0.00		\$0.00
42 INCH CHANNELIZING DEVICE - OPERATED									
0048	8120	2	Ea	\$1,000.00	\$2,000.00		\$0.00		\$0.00
LIGHTED ARROW TYPE A - FURNISHED									

Line	Pay Item Code	Quantity	Units	(6) Schippers Excavating Inc.	Bid Price	Total	Bid Price	Total	Bid Price	Total
0049	8121	2	Ea		\$100.00	\$200.00		\$0.00		\$0.00
	LIGHTED ARROW TYPE A - OPERATED									
<b>Bid Totals:</b>					<b>\$1,586,511.00</b>					

# CONTRACT FORM

Page 1 of 2

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

## City Standard Contract for 2024 WYOMING AVENUE WATERMAIN REPLACEMENT PROJECT (36<sup>TH</sup> STREET TO LACROSSE STREET)

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

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

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

“Contractor” means:

Dykema Excavators, Inc

LEGAL NAME OF COMPANY

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

Corporation formed in MI

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

1730 Three Mile Rd NE

ADDRESS

Grand Rapids, MI 49525

CITY

STATE

ZIP CODE

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

### Terms and Conditions

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

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

**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

Greg Dykema, Dykema Excavators, Inc  
Printed Name of Bidder

Estimator  
Title

Date signed: 6/10/24

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
Clean Water Plant Chemicals	Chemtrade Chemicals Corp., Haviland Products Co., Hexagon Technologies, Inc., Kemira Water Solutions, Inc., Webb Chemical Service Corp., and W.K. Merriman, Inc.	Bid prices as shown on the attached staff report.
Drinking Water Plant Chemicals	Applied Specialties, Arq Purification, LLC, Carbonxt, Jacobi Carbons, Inc., Nalco Water, and Polydyne Inc.	Bid prices as shown on the attached staff report.
Hach Laboratory Testing Supplies	Hach Co. and Pacific Star Corp.	Bid prices as shown on the attached tabulation sheet.
IDEXX Laboratory Testing Supplies	IDEXX Distribution, Inc.	Bid prices as shown on the attached tabulation sheet.
Water Treatment Plant Transformer Maintenance Project	Parkway Electric & Communications, LLC	\$22,215.00
Wyoming Senior Center Handrail Project	Mugen Construction, Inc.	\$24,574.00
Environmental Laboratory Analysis Services	Trace Analytical Laboratories, Inc., Prein & Newhof, and Fibertech Inc.	Bid prices as shown on the attached tabulation sheet.

2. The City Council does hereby approve future change orders for the Clean Water Plant Chemicals and authorizes the City Manager to acknowledge acceptance of future temporary price increases in accordance with budget authorization.
3. The City Council does hereby approve future change orders for the Drinking Water Plant Chemicals and authorizes the City Manager to acknowledge acceptance of future temporary price increases in accordance with budget authorization.
4. The City Council authorizes a \$5,000 contingency for the Water Treatment Plant transformer maintenance project.
5. 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 June 17, 2024.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Tabulation Sheets

Contracts

Contract Addendum

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

## Staff Report

Date: May 20, 2024

Subject: Clean Water Plant Chemical Bids for FY25

From: Jon Burke, Clean Water Plant Superintendent

CC: Myron Erickson, Director of Public Works

Meeting Date: June 17, 2024

**RECOMMENDATION:**

It is recommended the following chemical suppliers be awarded bids for water treatment chemicals to be used at the Clean Water Plant.

**ALIGNMENT WITH STRATEGIC PLAN:**

- PILLAR 3 – Stewardship

**DISCUSSION:**

On May 14<sup>th</sup>, 2024, bids were opened for treatment chemicals used at the Clean Water Plant and the Drinking Water Plant following solicitation of bids from approximately 160 companies. After review of the submitted bids, I am recommending City Council approve the following low bids.

chemical	Recommended Bidder	quote for the start of FY25
Lime Slurry – used to prepare sludge for land application.	W.K. Merriman, Inc.	\$212.00 / liquid ton
Lime Slurry – used to prepare sludge for land application.	Chemtrade Chemicals Corporation	\$205.50 / liquid ton
Muriatic Acid - drums – used to clean the odor control scrubbers.	Haviland Products Company	\$138.32 / 55-gallon drum
Sodium Hydroxide-bulk – used for odor control.	Webb Chemical Service Corporation	\$7,560 / 3,000 gallons
Sodium Hydroxide – drum – used for odor control.	Webb Chemical Service Corporation	\$249.70 / 55-gallon drum

Polymer – used to aid in coagulation in the centrifuges.	Hexagon Technologies, Inc	\$2.18 / pound
Ferric Chloride – used as a backup to our biological phosphorus removal process and at GVRBA for phosphorus control.	Kemira Water Solutions, Inc	\$1,185.00 / dry ton

Note that although we make every effort to purchase from the lowest bidder, it is recommended to award both lime bids due to the importance of the chemical to our process and the occasional difficulty in delivery times.

We have seen chemical costs finally start to stabilize during the FY24 budget, but we also acknowledge that there could possibly be increase requests throughout FY25 due to weather related issues or other unforeseen conditions, and we respectfully request that those be reviewed and approved by the City Manager as required, without the need for Council approval.

**BUDGET IMPACT:**

Projected funds were budgeted in account 590-536-54300-740.000 (plant) and 590-536-54800-740.000 (GVRBA). Here is a table that shows how the costs compare to last year:

Chemicals	FY24	FY25	Actual Difference
Ferric Chloride	\$1,174 / dry ton	\$1,185.00 / dry ton	+1%
Sodium Hydroxide (bulk)	\$10,605.00 / 3,000 gal	\$7,560.00 / 3,000 gal	-29%
Sodium Hydroxide (drum)	\$280.00 / 55 gal	\$249.70 / 55 gal	-11%
Muriatic Acid	\$135.00 / drum	\$138.32 / 55 gal	+2.5%
Liquid Lime	\$198 / ton	\$212.00 / ton	+7%
Wy-23 Polymer	\$1.98 / pound	\$2.18 / pound	+10%

CITY OF  
**WYOMING**

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means:

W.K. Merriman, Inc.  
(Name of contracting entity)  
A Corporation - Pennsylvania  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
7038 Front River Rd.  
(Contractor's street address)  
Pittsburgh, PA 15225  
(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: \_\_\_\_\_, 202\_\_.

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: W.K. Merriman, Inc.

By: Wendy Chevalier  
(Signature officer, director or principal of Contractor)

Wendy Chevalier - VP  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: May 13, 2024

CITY OF  
**WYOMING**

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: CHEMTRADE CHEMICALS US LLC

[Name of contracting entity]  
A LIMITED LIABILITY CO/DELAWARE  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
90 EAST HALSEY ROAD, SUITE 200  
[Contractor's street address]  
PARSIPPANY, NJ 07054  
[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: 7/1/2024, 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

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

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

Approved as to form: \_\_\_\_\_  


Contractor: CHEMTRADE CHEMICALS US LLC

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

PARUL KACHHIA-PATEL, MARKETING SPECIALIST  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: APRIL 24, 2024

CITY OF  
**WYOMING**

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: HAVILAND PRODUCTS COMPANY  
(Name of contracting entity)  
A CORPORATION  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
421 ANN ST. NW  
(Contractor's street address)  
GRAND RAPIDS, MI 49501  
(Contractor's city, state & zip)

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

Effective Date means: June 1, 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.

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

City of Wyoming

Contractor: HAVILAND PRODUCTS COMPANY

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: [Signature]  
(Signature officer, director, or principal of Contractor)

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

RICH HELD - Sales Director  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: MAY 20, 2024

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

Approved as to form: [Signature]

CITY OF  
**WYOMING**

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: Webb Chemical Service Corporation  
[Name of contracting entity]  
A Michigan Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
2708 Jarman Street  
[Contractor's street address]  
Muskegon Hts, MI 49444  
[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: 6/1, 2024.

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

City of Wyoming

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: John Hill  
[Signature officer, director, or principal of Contractor]

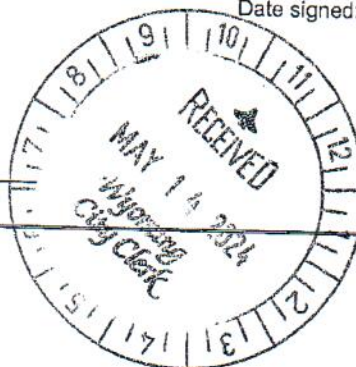
By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

John Hill / Sales Manager  
[Typed/Printed Name & Title of Person Signing for Contractor]

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

Date signed: 5/10, 2024

Approved as to form: \_\_\_\_\_



CITY OF  
**WYOMING**

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: Hexagon Technologies, Inc.  
[Name of contracting entity]  
A S-Corp  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
3600 Chamberlain Ln., Suite 802  
[Contractor's street address]  
Louisville, KY 40241  
[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: \_\_\_\_\_, 202\_\_.

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

City of Wyoming

Contractor: Hexagon Technologies

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By:   
[Signature officer, director, or principal of Contractor]

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

Raj Shah, Mgr. of Technical Services  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: May 9, 2024

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

Approved as to form: 



## Staff Report

Date: June 6, 2024

Subject: Drinking Water Plant Chemical Bids for FY25

From: David Munch, Drinking Water Plant Operations Supervisor

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

Meeting Date: June 17, 2024

---

### **RECOMMENDATION:**

It is recommended that bids for water treatment chemicals for the Drinking Water Plant be awarded to the following vendors. The DWP will spend an estimated amount of \$205,000 on treatment chemicals in the next year.

### **ALIGNMENT WITH STRATEGIC PLAN:**

- PILLAR 3 – Stewardship

### **DISCUSSION:**

On May 14<sup>th</sup>, 2024, bids were opened for treatment chemicals used at the Drinking Water Plant following solicitation of bids from 193 companies. Seven vendors submitted bids, six of which were complete submissions as outlined in the table below.

Carbon is used to mitigate taste and odor issues that commonly occur in the summer months. Having three product alternatives allows us to use the product that best matches raw water quality conditions on any given day. The Drinking Water Plant typically uses about 40 tons of powdered activated carbon annually.

Coagulant aid polymer is used to enhance flocculation and sedimentation, two of the main treatment steps we use to produce safe drinking water. Coagulant aid polymer is received in bulk tank shipments, and we anticipate using 14,000 gallons annually.

Dewatering Polymer is used in processing the solid residuals removed from the water during treatment. It is received in 55-gallon barrels, and we expect to use about 55 barrels per year.

No bids were received for Tetra-Potassium Pyrophosphate (TKPP). TKPP is used in a relatively small amount to prevent plugging of the piping in the zebra mussel control system. We use about ten 50-lb. bags annually at a projected cost of \$1,850.00 per year. When we need to order TKPP, we will gather comparative quotes and follow standard City purchasing policies.

We have seen chemical costs appear to stabilize during FY24, but we also acknowledge that there could possibly be increase requests throughout FY25 due to weather related issues or other unforeseen conditions. We therefore respectfully request that those be reviewed and approved by the City Manager as required, without the need for Council approval.

CHEMICAL	VENDOR	DELIVERED PRICE
Coconut powdered activated carbon	Jacobi Carbons, Inc.	\$2,040.00 / ton
Coal powdered activated carbon	Arq Purification, LLC	\$1,580.00 / ton
Lignite powdered activated carbon	Carbonxt	\$1,800.00 / ton
Cationic Coagulant Aid Polymer AS-222	Applied Specialties, Inc.	\$16,654.08 / 2000 gal
Cationic Coagulant Aid Polymer Clarifloc C-308P	Polydyne Inc.*	\$17,716.00 / 2000 gal
Cationic Coagulant Aid Polymer CatFloc 8103 Plus	Nalco Water	\$14,380.00 / 2000 gal
Cationic Dewatering Polymer Clarifloc C-6260	Polydyne Inc.*	\$832.50 / 55-gal barrel
Cationic Dewatering Polymer CatFloc 8102 Plus	Nalco Water	\$549.00 / 55-gal barrel
Tetra-Potassium Pyrophosphate	NO BID	

\*Denotes FY 24 Vendor

**BUDGET IMPACT:**

Funds for water treatment chemicals are available in account 591-537-55300-740.000. Please note the following chart comparing bid amounts this year to previous awarded bids for these three groups of chemicals.

The overall savings comparing FY24 to FY25 is estimated to be 12%.

<b>Chemicals</b>	<b>FY24</b>	<b>FY25</b>	<b>Annual Difference*</b>
Carbon	\$1,675/ton	\$2,040/ton	+19%
Coagulant Polymer	\$17,716.00/2,000 gal	\$14,380.00/2,000 gal	-19%
Dewatering Polymer	\$832.50/55 gal	\$549.00/55 gal	-34%



Drinking Water and Wastewater Treatment Chemicals and Liquid Polymers (Bid #2193)  
 Bid opened by the City Clerk on May 14, 2024 at 11:00 AM

WATER TREATMENT PLANT CHEMICALS (DRINKING WATER PLANT)				
	Coconut Powdered Activated Carbon (per ton)	Coal Powered Activated Carbon (per ton)	Lignite Powdered Activated Carbon (per ton)	
Jacobi Carbons Inc.	\$2,040.00			
Arq Purification, LLC		\$1,580.00		
Donau Carbon US, LLC		\$2,380.00		
Carbonxt			\$1,800.00	
Liquid Polymers				
	Product Description	Price per 2000 Gallons	Price per 55 Gallon Drum	
Applied Specialties Inc.	Cat-ionic Coagulant Aid Polymer AS-222	\$16,654.08		
Polydyne Inc.	Cat-ionic Coagulant Aide Polymer Clarifloc C-308P	\$17,716.00		
Polydyne Inc.	Cat-ionic Dewatering Polymer Clarifloc C-6260		\$832.50	
Nalco Water	Cat-ionic Coagulant Aid Polymer CatFloc 8103 Plus	\$14,380.00		
Nalco Water	Cat-ionic Dewatering Polymer CatFloc 8102 Plus		\$549.00	
Tetra-Potassium Pyrophosphate				
No Bids Received				

CLEAN WATER PLANT CHEMICALS (WASTEWATER TREATMENT PLANT)						
	Liquid Slurried Lime	Aqueous Iron (Ferric) Chloride	Sodium Hydroxide		Muriatic Acid	
	Per Liquid Ton	Per Dry Ton	Per 3,000 Gallons	Per 55 Gallon Drum (In quantities of 2 drums per order)	Per 148 lb. Drum	Per 55 gallon Drum
Alexander Chemical Corp.			\$10,297.32	\$490.00		
Chemtrade Chemicals US LLC	\$205.50/Wet					
Haviland Products Co.			\$7,956.36	\$266.00	\$42.92	\$138.32
JCI Jones Chemical, Inc.			\$2.73/GAL	\$5.00/GAL		
Kemira Water Solutions		\$1,185.00				
Webb Chemical		\$1,221.00	\$2.52/GAL \$7,560/3000GAL	\$4.54/GAL \$249.70/55GAL	\$1.27/lb \$19.05/drum	\$4.03/GAL \$221.65/55GAL
Chemical Services Inc.			\$9,632.21			
WK Merriman, Inc.	\$212.00/Wet					
Applied Specialties, Inc.	\$280.08/Wet					
Liquid Polymers						
	Product Description		Bid Price (per lb.)	Drum Size (lbs.)	Total Bid Price Per Drum	
Hexagon Technologies, Inc.	Hexafloc WY-23		\$2.18			
Polydyne Inc.	Clarifloc CE-2612		\$2.55			

CITY OF  
**WYOMING**

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means:

JACOBI CARBONS, INC.  
[Name of contracting entity]  
A CORPORATION - OH  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
432 McCORMICK Blvd  
[Contractor's street address]  
COLUMBUS, OH 43213  
[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: \_\_\_\_\_, 202\_.

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.

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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.

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

City of Wyoming

Contractor: JACOBI CARBONS, INC.

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: Cinda Knepper  
[Signature officer, director, or principal of Contractor]

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

Cinda Knepper - Municipal Bid Specialist  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: May 9<sup>th</sup>, 2024

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

Approved as to form:



CITY OF  
**WYOMING**

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means:

Arq Purification, LLC  
\_\_\_\_\_  
[Name of contracting entity]  
A Limited Liability Company - Delaware  
\_\_\_\_\_  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
8051 E. Maplewood Ave. Suite 210  
\_\_\_\_\_  
[Contractor's street address]  
Greenwood Village, Colorado 80111  
\_\_\_\_\_  
[Contractor's city, state & zip]

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

Effective Date means: July 1st, 2024.

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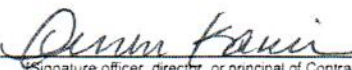
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City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

Contractor: Arq Purification, LLC

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

Denise Kania, Vice President  
\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Contractor]

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

Date signed: May 9th, 2024

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

Approved as to form:



CITY OF  
**WYOMING**

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means:

**Carbonxt**  
[Name of contracting entity]  
A **West Virginia Corporation**  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
**3951 NW 48th Terrace, Ste 111**  
[Contractor's street address]  
**Gainesville, FL 32606**  
[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: \_\_\_\_\_, 202\_.

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City of Wyoming

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

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

Approved as to form: \_\_\_\_\_

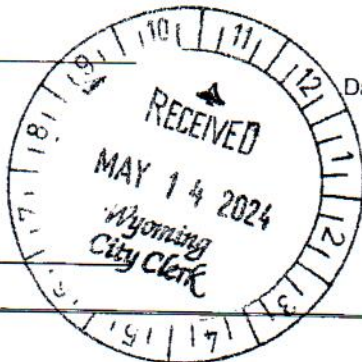
Contractor: **Carbonxt**

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

**Regina Rodriguez, Ph.D. CEO of Carbonxt**

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

Date signed: **May 10th**, 2024



CITY OF  
**WYOMING**

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CITY OF WYOMING, MICHIGAN

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

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Contractor means: Applied Specialties, Inc.  
(Name of contracting entity)  
A Ohio - Corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
33555 Pin Oak Parkway  
(Contractor's street address)  
Avon Lake, OH 44012  
(Contractor's city, state & zip)

Contractor's *personal* 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.

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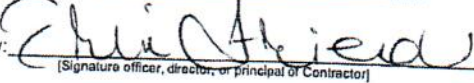
By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

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

Approved as to form: 

Erin Friend for  
Contractor: Applied Specialties, Inc.

By:   
(Signature officer, director, or principal of Contractor)

Erin Friend  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 5/20, 2024

CITY OF  
**WYOMING**

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CITY OF WYOMING, MICHIGAN

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Contractor means:

\_\_\_\_\_ Polydyne Inc.  
A \_\_\_\_\_ [Name of contracting entity] Delaware Corporation  
\_\_\_\_\_ [State and type of entity, e.g., corporation, limited liability company, etc.]  
\_\_\_\_\_ One Chemical Plant Rd.  
\_\_\_\_\_ [Contractor's street address] Riceboro, GA 31323  
\_\_\_\_\_ [Contractor's city, state & zip]

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

Effective Date means: July 1, 2024

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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: Polydyne Inc.  
By: \_\_\_\_\_  
[Signature officer, director, or principal of Contractor]  
Boyd Stanley, Sr Vice-President  
[Typed/Printed Name & Title of Person Signing for Contractor]  
Date signed: May 8, 2024

CITY OF  
**WYOMING**

**WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS 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 28<sup>th</sup> St SW, Wyoming, MI 49609.

Contractor means:

Nalco Water, subsidiary of Ecotab  
(Name of contracting entity)  
A LLC  
(State and type of entity, e.g. corporation, limited liability company, etc.)  
1100 W. Ditch Road  
(Contractor's street address)  
Naperville, IL 60563  
(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: 5/17, 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: Nalco Water

By: Patricia A Allen  
(Signature of officer, director, or principal of Contractor)

Patricia A Allen  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 5/21, 2024

## Staff Report

Date: May 29, 2024  
Subject: Award of Bid for Hach Laboratory Testing Supplies  
From: Peter Minnich, Laboratory Services Manager  
CC: Myron Erickson, P.E., Director of Public Works  
Meeting Date: June 17, 2024

---

### **RECOMMENDATION:**

It is recommended City Council approve the award of bid to Hach Company and Pacific Star Corporation for Hach laboratory testing supplies up to an estimated amount of \$40,000.

### **ALIGNMENT WITH STRATEGIC PLAN:**

- Pillar 3 – Stewardship

### **DISCUSSION:**

The Utility laboratories use a significant amount of Hach consumable supplies to conduct testing for regulatory compliance, process control, industrial monitoring, and biosolids characterization for additional processing. Between the two laboratories, the staff regularly utilize Hach TNTplus testing vials for phosphorus, ammonia, and iron. Additionally, they utilize Hach consumables for turbidity analysis. These are proprietary technologies to Hach but can be purchased through other vendors. These products correspond to approved methods of analysis by the U.S. EPA for use in generating regulatory data and give us greater accuracy with less labor, variability, and turnaround time.

Currently, we have a standing order for these testing supplies with Hach Company that automatically ships every month. These supplies are needed for routine, predicted sample monitoring. However, there may be a need for additional supplies to cover emergency samples or an increase in sample load. These consumable supplies comprise the largest portion of the purchases that we currently make with Hach. Because of continued supply chain shortages and other unpredictable market conditions, we like to have ability to purchase Hach items from multiple vendors.

On Tuesday, May 14, 2024, the City Clerk received two bids for the Hach laboratory testing products from Hach Company and Pacific Star Corporation. Sixty-five invitations to bid were sent to prospective bidders with fourteen bidders downloading the specifications.

Pacific Star Corporation agreed to the terms and conditions of the bid contract for Hach laboratory testing supplies. Hach Company submitted a contract addendum that the City Attorney's Office has reviewed and approved.

**BUDGET IMPACT:**

Funds for the purchase of Hach laboratory testing products are budgeted every year and available in the Water Fund Treatment Lab Services account 591-537-55310-740.000 and the Sewer Fund Treatment Lab Services account 590-536-54310-740.000.

Attachment:

Bid Tabulation Sheet

CITY OF  
**WYOMING**

Hach Laboratory Testing Products (Bid #2190)

Opened by City Clerk on May 14, 2024 at 11am

**Items Shipping to 2350 Ivanrest Ave SW Wyoming, MI 49418**

Item Description	Hach Product Number	Quantity Each	Hach Company		Pacific Star Corporation	
			Unit Price	Total	Unit Price	Total
IntelliCAL LBOD101 Luminescent/Optical Dissolved Oxygen (LDO) Sensor for BOD	LBOD10101	1	\$1,480.56	\$1,480.56	\$1,519.56	\$1,519.56
IntelliCAL LBOD101 Sensor Cap Replacement Kit	5838000	4	\$198.09	\$792.36	\$203.31	\$813.24
Ammonia TNTplus Vial Test, ULR (0.015-2.00 mg/L NH3-N), 25 tests	TNT830	36	\$80.71	\$2,905.56	\$82.85	\$2,982.60
Ammonia TNTplus Vial Test, LR (1-12 mg/L NH3-N), 25 tests	TNT831	4	\$80.71	\$322.84	\$82.85	\$331.40
Ammonia TNTplus Vial Test, HR (2-47 mg/L NH3-N), 25 tests	TNT832	120	\$80.71	\$9,685.20	\$82.85	\$9,942.00
Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.5 mg/L PO4), 25 tests	TNT843	72	\$83.56	\$6,016.32	\$85.77	\$6,175.44
Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.50-15.0 mg/L PO4), 25 tests	TNT844	4	\$83.65	\$334.60	\$85.86	\$343.44
Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO4), 25 tests	TNT845	108	\$83.65	\$9,034.20	\$85.86	\$9,272.88
Phosphate Standard Solution, 1 mg/L as PO4 (NIST), 500 mL	256949	2	\$37.06	\$74.12	\$38.04	\$76.08
Phosphate Standard Solution, 50 mg/L as PO4 (NIST), 500 mL	17149	2	\$43.01	\$86.02	\$44.15	\$88.30
Ammonia Standard Solution, 1 mg/L, 500 mL	189149	2	\$36.13	\$72.26	\$37.09	\$74.18
Ammonia Standard Solution, 10 mg/L, 500 mL	15349	2	\$36.13	\$72.26	\$37.09	\$74.18

**Items Shipping to 16700 New Holland St. Holland, MI 49424**

Item Description	Hach Product Number	Quantity Each	Hach Company		Pacific Star Corporation	
			Unit Price	Total	Unit Price	Total
Iron TNTplus Vial Test (0.2-6.0 mg/L Fe), 25 test	TNT858	15	\$83.47	\$1,252.05	\$85.66	\$1,284.90
Sample vials for TU5200 Benchtop Laser Turbidimeter	LZV946	10	\$77.52	\$775.20	\$79.56	\$795.60
Desiccant Cartridge for TU5300sc and TU 5400sc Laser Turbidimeter	LZY876	32	\$52.87	\$1,691.84	\$65.38	\$2,092.16
Sodium thiosulfate (stabilized) digital titrator cartridge, 2.26 N	2686901	12	\$29.84	\$358.08	\$30.62	\$367.44
Delivery tubes for Digital Titrator	1720500	3	\$15.34	\$46.02	\$15.74	\$47.22
Phenylarsine Oxide (PAO) Standard Solution, 0.00564 N, 3.78 L	199917	7	\$128.34	\$898.38	\$131.72	\$922.04
<b>Total</b>				<b>\$35,897.87</b>		<b>\$37,202.66</b>

Additional Hach Product Discount

7.00%

5.00%

## 2. Hach Contract Addendum



Be Right™

**Contract Addendum to Bid 2190**  
**"Hach Laboratory Testing Products" (the "Project")**

**Parties:** City of Wyoming, Michigan ("Customer")  
Hach Company ("Supplier")

**Date:** May14th, 2024

**Recitals:** Customer and Supplier are entering into a contract for the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract") for the purchase of Supplier's goods and/or services ("Goods" and/or "Services"). This Addendum is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

**Revisions:** Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Services:** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Supplier items (e.g., chemicals or equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under Supplier's control.
- 2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against those damages to the extent proportionately caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by the Customer, its affiliates, or those in privity with them.
- 3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 4. Warranty.** Supplier warrants the Goods in accordance with its then-current standard warranty covering the specific Goods ordered, generally under which Supplier warrants to the Customer that during the period ending 18 months after the delivery date or 12 months after the start-up date, whichever occurs first, Goods which are manufactured by Supplier will be free from defects in material and workmanship and will function in accordance with the specifications specified in any quotation. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. SUPPLIER'S WARRANTY CONTAINS THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

6. **Performance Guarantees.** All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.
7. **Acceptance and Set-off.** Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. All payments are due Net 30 days from Supplier's invoice and pay-when-paid clauses shall not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.
8. **Funds Transfers (Payments).** The parties both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new bank or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.
9. **Force Majeure.** Supplier is excused from performance of its obligations under this Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Supplier by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Supplier may, at its option, terminate this Agreement without penalty and without being deemed in default or in breach thereof.
10. **Miscellaneous.** Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Nothing in the Agreement supersedes or nullifies this Addendum. By giving thirty days prior written notice, Supplier may terminate this Agreement. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

**City of Wyoming, Michigan**

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

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

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

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

**Hach Company**

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

Name: Oliver Wadosch

Title: Sr. Project Specialist

Date: 5/14/2024

By: Kelli A. Vandenberg, Wyoming City Clerk

Approved as to form:

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

 \_\_\_\_\_

CITY OF  
**WYOMING**

**HACH LABORATORY TESTING PRODUCTS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means: Pacific Star Corporation  
[Name of supplying entity]  
A Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
4350 South Wayside Drive #106  
[Supplier's street address]  
Houston, Texas, 77087  
[Supplier's city, state & zip]

Effective Date means: 24th May, 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:** Pacific Star Corporation

By: Angelica Delgado  
[Signature officer, director, or principal of Contractor]

Angelica Delgado, Sales Manager  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 24th May, 2024

## Staff Report

Date: May 29, 2024  
Subject: Award of Bid for IDEXX Laboratory Testing Supplies  
From: Peter Minnich, Laboratory Services Manager  
CC: Myron Erickson, P.E., Director of Public Works  
Meeting Date: June 17, 2024

---

### **RECOMMENDATION:**

It is recommended City Council approve the award of bid to IDEXX Distribution, Inc. for IDEXX laboratory testing supplies up to an estimated amount of \$100,000.

### **ALIGNMENT WITH STRATEGIC PLAN:**

- Pillar 3 – Stewardship

### **DISCUSSION:**

To perform microbiological analysis, the Utility laboratories use a significant amount of IDEXX consumable supplies for regulatory compliance, distribution monitoring, and process control. We currently use methods known as QuantiTray and SimPlate, which are proprietary technologies and do not have other alternatives available on the market. For standardization and quality assurance we also purchase sample bottles, Coliform testing media, and sterile dilution water from IDEXX. These techniques are approved by the U.S. EPA for use in generating reportable drinking water and wastewater testing data and give us highly accurate data with the least amount turnaround time and labor required.

Currently, we have a standing order for the IDEXX supplies that covers our needs for routine, predicted samples that automatically ships every month. Additional product is ordered on a periodic basis and is used for emergency situations, construction samples, other non-routine sampling events, and to cover an increase in in routine sample load. The estimated amount needed is based on the previous year's orders for these materials but can vary from year to year.

On Tuesday, May 14, 2024, the City Clerk received one bid for the IDEXX laboratory testing supplies from IDEXX Distribution, Inc. Sixty-five invitations to bid were sent to prospective bidders with fourteen bidders downloading the specification.

IDEXX agreed to the terms and conditions of the bid contract for IDEXX laboratory testing supplies.

**BUDGET IMPACT:**

Funds for the purchase of IDEXX laboratory testing supplies are budgeted every year and available in the Water Fund Treatment Lab Services account 591-537-55310-740.000 and the Sewer Fund Treatment Lab Services account 590-536-54310-740.000.

Attachment:

IDEXX Bid Tab



IDEXX Laboratory Testing Products (Bid #2191)  
 Opened by City Clerk on May 14, 2024 at 11am

Items Shipping to 16700 New Holland St. Holland, MI 49424				
			IDEXX Distribution, Inc.	
Item Description	IDEXX Product Number	Quantity Each	Per Unit Price	Total
Colilert (200-test pack)	98-12973-00	36	\$1,244.80	\$44,812.80
Colilert 18 (200-test pack)	98-08877-00	2	\$1,346.30	\$2,692.60
Colisure (200-test pack)	98-13174-00	2	\$1,927.00	\$3,854.00
120 mL Shrink-Banded Vessels with Sodium Thiosulfate (200 pack)	98-09221-00	36	\$189.51	\$6,822.36
Quanti-Tray (100 pack)	98-21378-00	12	\$244.00	\$2,928.00
Quanti-Tray/2000 (100 pack)	98-21675-00	6	\$329.00	\$1,974.00
SimPlate for HPC, multidose kit (100 tests, 10 media vessels and SimPlates)	98-05761-01	48	\$413.00	\$19,824.00
Sterile Water	98-09444-01	60	\$51.32	\$3,079.20
Items for Shipping to 2350 Ivanrest Ave SW Wyoming, MI 49418				
			IDEXX Distribution, Inc.	
Item Description	IDEXX Product Number		Per Unit Price	Total
Colilert 18 (200-test pack)	98-08877-00	2	\$1,346.30	\$2,692.60
120 mL Shrink-Banded Vessels without Sodium Thiosulfate (200 pack)	98-09222-00	2	\$214.00	\$428.00
Quanti-Tray/2000 (100 pack)	98-21675-00	2	\$329.00	\$658.00
Sterile Water	98-09444-01	3	\$51.32	\$153.96
<b>Total</b>				<b>\$89,919.52</b>
Additional IDEXX Brand Discount			Varies	

CITY OF  
**WYOMING**

IDEXX LABORATORY TESTING PRODUCTS 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: IDEXX Distribution, Inc  
[Name of contracting entity]  
A Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
One IDEXX Dr  
[Contractor's street address]  
Westbrook, ME 04092  
[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: \_\_\_\_\_, 202\_.

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: IDEXX Distribution, Inc.

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

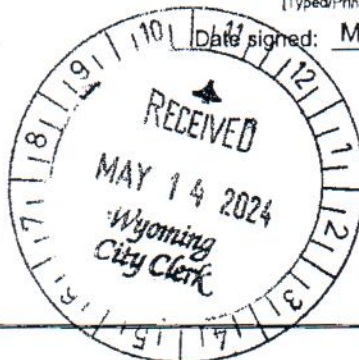
By: \_\_\_\_\_  
[Signature officer, director, or principal of Contractor]  
Chun-Ming Chen GM/VP  
[Typed/Printed Name & Title of Person Signing for Contractor]

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

Date signed: May 7, 2024

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

Approved as to form: \_\_\_\_\_  

## Staff Report

Date: May 29, 2024

Subject: Transformer Maintenance

From: Dan Kleinheksel, Utility Maintenance Manager

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

Meeting Date: June 17, 2024

### RECOMMENDATION:

It is recommended the City Council award the bid as provided by Parkway Electric & Communications, LLC for the Water Treatment Plant transformer maintenance project in the amount of \$22,215.00 plus a \$5,000.00 contingency for a total amount of \$27,215.00.

### ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship

### DISCUSSION:

The Water Treatment Plant facilities are powered by nine oil-filled transformers which increase or decrease voltage for the required needs. Seven such transformers convert 4,160 volts to 480 volts for plant equipment including HVAC systems, pumps, and other industrial purposes. Two oil-filled transformers convert 4,160 volts to 24,940 volts for power transmission from the Water Treatment Plant to the Low Service Pump Station. To prolong the life of the oil-filled transformers and prevent untimely failure that could potentially interrupt the day-to-day operations, it is necessary to conduct maintenance on the equipment.

Specifications were developed for transformer maintenance which includes cleaning, inspection, lubrication, oil sample port installation, and oil sample testing of all nine oil-filled transformers. Bid documents were advertised on Tuesday, April 23, 2024 via the City's website. Twenty-three bidders downloaded the project specifications and on May 28, 2024 four bids were received as follows:

Bidder	Bid Amount
Parkway Electric & Communications LLC	\$22,215.00
Buist Electric Inc	\$23,590.00
Hillard Electric LLC	\$36,980.00
MP Predictive Technologies Inc	\$60,944.42

A review of the received bids confirmed Parkway Electric & Communications, LLC met the specifications. They have successfully performed electrical work during many past utility projects and plant staff are confident in their abilities to perform transformer maintenance safely and thoroughly. In the event more extensive repair is identified and requires immediate attention during the maintenance work, a \$5,000.00 contingency is recommended.

**BUDGET IMPACT:**

Adequate funds exist in the Water Treatment Plant Account 591-537-55300-930.000.

CITY OF  
**WYOMING**

**BID/PROPOSAL FOR WATER TREATMENT PLANT TRANSFORMER MAINTENANCE 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: Parkway Electric & Communications LLC  
[Name of contracting entity]  
A Michigan LLC  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
119562 James St.  
[Contractor's street address]  
Holland, MI 49424  
[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: 5/29, 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**

**Contractor:** Parkway Electric & Communications LLC

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

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

Date signed: 5/29, 2024

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

Approved as to form: 

## STAFF REPORT

Date: May 13, 2024

Subject: Wyoming Senior Center Handrail Project

From: Lynn Clarke, Recreation Supervisor  
Chad Boprie, WSC Manager

Cc: Krashawn Martin, Director of Parks and Recreation  
Paul Smith, Assistant Director of Community and Economic Development

Meeting Date: June 17, 2024

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### RECOMMENDATION:

It is recommended City Council authorize the purchase, removal of old handrails, and installation of accessible handrails (Inpro – 1000 Series Handrails) from Mugen Construction, Inc. with a total project cost of \$24,574.00.

### ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – COMMUNITY
  - GOAL 3 – Enhance community engagement and recreational opportunities for our residents.

### DISCUSSION:

On May 7, 2024, the City received two bids for the WSC Accessible Handrail project. Twenty-four (24) invitations to bid were sent to and/or downloaded by prospective bidders. Parks and Recreation staff evaluated each bid based on the understanding of the project, detail specifications provided, and references. After reviewing the bids Mugen Construction was found to have the most competitive price and met all specifications of the bid.

Therefore, it is recommended the City Council award the bid for the Accessible Handrail project to Mugen Construction, Inc for the bid prices shown on the attached tabulation sheet.

### BUDGET IMPACT:

Funds for this project are budgeted in account number 251-701-69424-975.000.

**TABULATION SHEET:**

<b>Bidder</b>	<b>Total Bid Price</b>	<b>Notes</b>
Mugen Construction, Inc	\$24,574.00	InPro-1000 Series Handrail
Vander Kodde Construction	\$29,700.00	1.5" Round Handrail

Attachment:  
Contract

CITY OF  
**Wyoming**  
MICHIGAN

**Wyoming Senior Center (WSC) ADA Compliant Handrail Project**

**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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: MUGEN CONSTRUCTION INC  
[Name of contracting entity]  
A CORPORATION  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
4151 27TH ST  
[Contractor's street address]  
DORR, MI 49323  
[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: \_\_\_\_\_, 202\_\_.

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

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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:

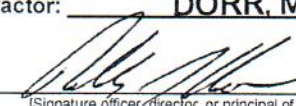


**MUGEN CONSTRUCTION, INC.**

**4151 27th STREET**

**DORR, MI 49323**

Contractor: \_\_\_\_\_

By:   
[Signature officer, director, or principal of Contractor]

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

Date signed: JUNE 4<sup>th</sup>, 2024

## Staff Report

Date: May 29, 2024  
Subject: Award of Bid for Environmental Laboratory Analysis Services  
From: Peter Minnich, Laboratory Services Manager  
CC: Myron Erickson, P.E., Director of Public Works  
Meeting Date: June 17, 2024

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### **RECOMMENDATION:**

It is recommended City Council approve the award of bid to Trace Analytical Laboratories, Inc., Prein & Newhof, and Fibertec Inc. for environmental laboratory analysis services up to an estimated annual amount of \$115,000.

### **ALIGNMENT WITH STRATEGIC PLAN:**

- Pillar 3 – Stewardship

### **DISCUSSION:**

The majority of the testing required of the City's treatment plants are conducted in-house. This is possible because of our knowledgeable and skilled laboratory staff and the extensive history of investment into technology and training. However, there are some types of testing that are sent to third-party laboratories for processing based on the specialized nature of the testing, a need for rapid response, as a backup if our own instrumentation is out of service, or because it is more cost effective.

On Tuesday, May 14, 2024, the City Clerk received three bids for environmental laboratory analysis services. Sixty-five invitations to bid were sent to prospective bidders with twenty-six bidders downloading the specifications. To ensure we are best able to meet regulatory testing and reporting deadlines, acceptance of all three of the submitted bids is recommended. This provides flexibility and redundancy when it may be needed. All three bidders meet the specified requirements for laboratory certification and approved analytical methods. Also, each provides a courier service for sample container delivery and sample pickup or has local facilities to avoid additional shipping charges.

It's important to note that there are certain specialty parameters, such as whole effluent toxicity testing, for which none of the laboratories provided bids. As the need for these analyses occurs, we will seek out competitive quotes.

**BUDGET IMPACT:**

The estimated yearly amount for environmental laboratory analysis services is:

Drinking Water Plant:	\$14,000.
Clean Water Plant/IPP:	\$80,000.
Biosolids:	\$21,000.

Funds for environmental laboratory analysis services are budgeted in the following accounts:

Water Fund:	591-537-55310-801.000
Sewer Fund:	590-536-54310-801.000
Biosolids:	590-536-54800-801.000

Attachment:

Bid Tabulation Sheet



Environmental Laboratory Analysis Services (Bid #2192)  
 Opened by City Clerk on May 14, 2024

	Trace Analytical Laboratories, Inc.		Prein & Newhof		Fibertec, Inc.	
<b>Drinking Water Analysis</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>
Total Organic Carbon (TOC)	\$29.50	7 Business Days	\$15.00	5-7 Days		No Bid
Specific UV Absorbance (SUVA)	\$76.50	7 Business Days		No Bid		No Bid
Gross Alpha (Rad)		No Bid		No Bid		No Bid
Uranium		No Bid	^\$25.00	5-7 Days		No Bid
Radium 226 & 228		No Bid		No Bid		No Bid
Total Trihalomethane (TTHM)	\$89.25	7 Business Days	\$60.00	5-7 Days		No Bid
Haloacetic Acids (HAA5)	\$157.50	7 Business Days	\$130.00	5-7 Days		No Bid
SOC-Carbamates		No Bid		No Bid		No Bid
SOC-Herbicides		No Bid		No Bid		No Bid
SOC-Pesticides		No Bid		No Bid		No Bid
VOC	\$82.00	7 Business Days	\$100.00	5-7 Days		No Bid
PFAS		No Bid	*\$350.00	14 Days	\$285.00	10 Business Days
Cyanide	\$27.25	7 Business Days	\$25.00	5-7 Days		No Bid
Fluoride	\$12.50	7 Business Days	\$15.00	5-7 Days		No Bid
Nitrite	\$12.50	7 Business Days	\$15.00	5-7 Days		No Bid
Nitrate	\$12.50	7 Business Days	\$15.00	5-7 Days		No Bid
Sodium	\$6.25	7 Business Days	\$25.00	5-7 Days		No Bid
Sulfate	\$12.50	7 Business Days	\$15.00	5-7 Days		No Bid
Lead and Copper	\$27.25	7 Business Days	\$18.00	5-7 Days		No Bid
Total Metals (Sb, Ag, As, Be, Cd, Cr, Cu, Pb, Ni, Se, Tl, Zn)	\$75.00	7 Business Days	\$100.00	5-7 Days		No Bid

	Trace Analytical Laboratories, Inc.		Prein & Newhof		Fibertec, Inc.	
<b>Wastewater (NPDES) Analysis</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>
Low Level Mercury	\$63.00	7 Business Days		No Bid		No Bid
PFAS		No Bid	*\$450.00	14 Days	\$425.00	10 Business Days

Acid-Extractable Compounds	Included	7 Business Days	No Bid		No Bid
Base-neutral Compounds	\$157.50	7 Business Days	No Bid		No Bid
VOC	\$63.00	7 Business Days	\$100.00	5-7 Days	No Bid
Cyanide-Total	\$28.25	7 Business Days	\$25.00	5-7 Days	No Bid
Cyanide-Available	\$63.00	7 Business Days	No Bid		No Bid
HEM/SGT-HEM	\$42.00	7 Business Days	\$45.00	5-7 Days	No Bid
Total Recoverable Metals (Ag, As, Cd, Cr, Cu, Co, Ni, Mo, Pb, Se, Sn, Zn)	\$75.00	7 Business Days	\$100.00	5-7 Days	No Bid
Whole Effluent Toxicity-Acute and Chronic	No Bid		No Bid		No Bid
Total Phenolic Compounds	\$57.75	7 Business Days	\$25.00	5-7 Days	No Bid
Hardness	\$12.50	7 Business Days	\$15.00	5-7 Days	No Bid
Chloride	\$14.00	7 Business Days	\$15.00	5-7 Days	No Bid
Sulfate	\$14.00	7 Business Days	\$15.00	5-7 Days	No Bid

	Trace Analytical Laboratories, Inc.		Prein & Newhof		Fibertec, Inc.	
<b>Industrial Wastewater Analysis</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>
Mercury	\$21.00	7 Business Days	\$45.00	5-7 Days	No Bid	
PFAS	No Bid		*\$450.00	14 Days	\$425.00	10 Business Days
SVOC	\$157.50	7 Business Days	\$150.00	5-7 Days	No Bid	
VOC	\$63.00	7 Business Days	\$100.00	5-7 Days	No Bid	
Cyanide-Total	\$28.25	7 Business Days	\$25.00	5-7 Days	No Bid	
Cyanide-Amenable	\$42.00	7 Business Days	\$75.00	5-7 Days	No Bid	
HEM/SGT-HEM	\$42.00	7 Business Days	\$45.00	5-7 Days	No Bid	
Total Recoverable Metals (Ag, As, Cd, Cr, Cu, Co, Ni, Mo, Pb, Se, Sn, Zn)	\$75.00	7 Business Days	\$100.00	5-7 Days	No Bid	

	Trace Analytical Laboratories, Inc.		Prein & Newhof		Fibertec, Inc.	
<b>Biosolids Analysis</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>	<b>Per Test Cost</b>	<b>Standard Turnaround Time</b>
VOC	\$63.00	7 Business Days	\$100.00	5-7 Days	No Bid	
SOC	\$157.50	7 Business Days	No Bid		No Bid	
PFAS	No Bid		No Bid		\$425.00	10 Business Days
Nitrite	\$14.00	7 Business Days	\$15.00	5-7 Days	No Bid	
Nitrate	\$14.00	7 Business Days	\$15.00	5-7 Days	No Bid	
Sulfate	\$14.00	7 Business Days	\$15.00	5-7 Days	No Bid	
% Moisture	\$7.50	7 Business Days	No Charge	5-7 Days	No Bid	

Mercury	\$21.00	7 Business Days	\$40.00	5-7 Days	No Bid
Total Recoverable Metals (As, Cd, Cr, Cu, Ni, Pb, Mo, Se, Zn, Ca, Mg, K, P)	\$81.25	7 Business Days	\$100.00	5-7 Days	No Bid
TKN	\$30.75	7 Business Days	\$30.00	5-7 Days	No Bid

	Trace Analytical Laboratories, Inc.	Prein & Newhof	Fibertec, Inc.
<b>Other Fees and Charges</b>	\$12 Environmental Responsibility Fee/Invoice	None	\$30 Environmental Impact Fee/Invoice
<b>Couier Service</b>	No Charge	Wyoming Pickup - \$25/trip Holland Pickup - \$50/trip	No Charge
<b>DMRQA Participation Charge</b>	No Charge	No Charge	No Charge
<b>Upcharge for Rush Turnaround Time</b>	2 Business Day Rush = 100% Surcharge 3-4 Business Day Rush = 50% Surcharge	Next Day = 100% Surcharge 2 Day = 80% Surcharge 3 Day = 60% Surcharge	ASAP (1-2 Day) = 400% Surcharge 3 Day = 250% Surcharge 5 day = 100% Surcharge 7 Day = 50% Surcharge

\*Includes Field Blank Price

^When Certified

CITY OF  
**WYOMING**

**ENVIRONMENTAL LABORATORY ANALYSIS SERVICES 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: Trace Analytical Laboratories, Inc.  
(Name of contracting entity)  
Michigan, Incorporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
2241 Black Creek Rd.  
(Contractor's street address)  
Muskegon, Michigan 49444  
(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: \_\_\_\_\_, 202\_\_.

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\_\_\_\_\_  
(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.

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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

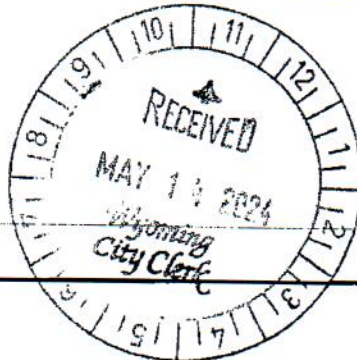
Date signed: \_\_\_\_\_, 20\_\_

Approved as to form: \_\_\_\_\_  
*[Signature]*

Contractor: Trace Analytical Laboratories, Inc.

By: \_\_\_\_\_  
(Signature officer, director, or principal of Contractor)  
Sc Rajul Maraj  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 5.14, 2024



CITY OF  
**WYOMING**

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Contractor means:

Prein & Newhof  
[Name of contracting entity]  
A Michigan corp  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
3260 Evergreen Dr NE  
[Contractor's street address]  
Grand Rapids MI 49525  
[Contractor's city, state & zip]

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City of Wyoming

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

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

Approved as to form:

\_\_\_\_\_  


Contractor: \_\_\_\_\_

By: Stephen Byisma  
[Signature officer, director, or principal of Contractor]  
Stephen Byisma Lab Manager  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 5/30, 2024