

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 1, 2024, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Wayne Ondersma, The Pier 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 March 18, 2024 Regular Meeting and Closed Session
- 7) **Approval of Agenda**
- 8) **Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
 - 7:01 p.m. To Determine the Necessity of Providing an Aerial Insecticide Spray for a Spongy Moth Suppression Program, Special Assessment Roll 24-818
 - 7:02 p.m. To Determine the Necessity of Providing an Aerial Insecticide Spray for a Spongy Moth Suppression Program, Special Assessment Roll 24-819
- 9) **Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) **Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) **Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) **Reports from City Officers**
 - a) From City Council
 - b) From City Manager
24-10 Acceptance of 3rd Transmission Main Project Easements (Garry Dreyer, Clinton Dreyer, and Kerry & Constance Petroelje)
- 13) **Budget Amendments**
- 14) **Consent Agenda**

15) Resolutions

- a) To Set a Public Hearing for the Proposed 2024-2025 Budget for the City of Wyoming (May 6, 2024 at 7:01 p.m.)
- b) To Declare the Necessity of the 2024 Spongy Moth Suppression Project and Establish Special Assessment District #24-818 to Defray Costs
- c) To Declare the Necessity of the 2024 Spongy Moth Suppression Project and Establish Special Assessment District #24-819 to Defray Costs
- d) To Schedule a Public Hearing on the Proposed Special Assessment Roll #24-818 for the Spongy Moth Suppression Project (April 15, 2024 at 7:01 p.m.)
- e) To Schedule a Public Hearing on the Proposed Special Assessment Roll #24-819 for the Spongy Moth Suppression Project (April 15, 2024 at 7:02 p.m.)
- f) To Accept a Proposal for Aerial Insecticide Spraying Services and to Authorize the Mayor and City Clerk to Execute an Agreement for Spongy Moth Suppression Services
- g) To Grant Preliminary Plat-Final Approval for the Proposed Malta Woods Plat

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

- h) To Approve the 2024 Administrative Services Contract with the Wyoming Housing Commission
- i) To Accept Quotes for Light and Heavy Automotive Vehicle Maintenance and Repair Services (Budget Amendment No. 48)
- j) To Accept a Proposal to Repair the 62A District Court Elevator (Budget Amendment No. 47)
- k) To Amend the Contract with CivicBrand to Include Additional Services Related to the 36th Street Marketplace
- l) To Accept a Proposal from Heyboer Landscape Maintenance, Inc. to Provide Lawn Care and Leaf Removal Services at Ferrand and Southlawn Parks
- m) To Accept a Proposal for Thin Client Devices for Integration into SCADA System Upgrades
- n) For Award of Bids and Acceptance of Proposals for the Wyoming City Hall First Floor Interior Renovations Project

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

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

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

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

April 1, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24-10

Subject: Acceptance of 3rd transmission main project easements

Councilmembers:

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

Grantor: Kerry & Constance Petroelje
Easement: Water transmission main vent easement
Parcel #: 70-11-25-300-019
Address: 14885 VanBuren St
Consideration: \$2,000.00

Grantor: Garry Dreyer
Water transmission main easement
Parcel #: 70-12-31-100-011
Address: 14034 VanBuren St
Consideration: \$2,500.00

Grantor: Clinton Dreyer
Easement: Water transmission main easement
Parcel #: 70-12-31-100-011
Address: 14041 VanBuren St
Consideration: \$2,500.00

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

Respectfully submitted,



John Shay
City Manager

Attachment: Easements

community • safety • stewardship

CITY COUNCIL

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



MEMORANDUM

TO: City of Wyoming - Myron Erickson
FROM: Deborah S. Poeder
DATE: March 21, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

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

Parcel No: 70-11-25-300-019

Kerry & Constance Petroelje	\$2,000.00
14885 Van Buren Street	
West Olive, MI 49460	

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

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

cc: Scott G. Smith, City Attorney

Land Matters Inc.

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

WATER TRANSMISSION MAIN VENT EASEMENT

Parcel No. 70-11-25-300-019

The Grantor, **Kerry Petroelje and Constance A. Petroelje**, husband and wife, whose address is 14885 Van Buren Street, West Olive, MI 49460, in exchange for the consideration of **Two Thousand Dollars and No Cents (\$2,000.00)**, the receipt and sufficiency of which is acknowledged, grants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, air release vent appurtenant to underground water service transmission main that is located on other property as described or depicted in Exhibit A. This easement is subject to the following:

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

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

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

Approved as a form:

Scott G. Smith, City Attorney


GRANTOR:


Kerry Petroelje


Constance A. Petroelje

STATE OF MICHIGAN)
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 15th day of February 2021, by Kerry Petroelje and Constance A. Petroelje, husband and wife.



Deborah S. Poeder Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 12.25.28
Acting in the County of Ottawa

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

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

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

EASEMENT SKETCH

70-11-25-300-019

EXHIBIT "A"

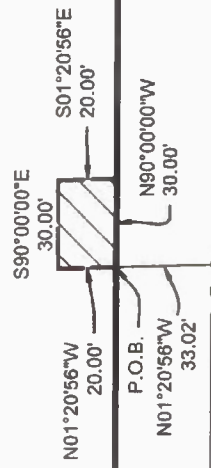
SUBJECT PARCEL (TAX DESCRIPTION)

THE SOUTH 353 FEET OF THE EAST 440.48 FEET OF THE SOUTHEAST ¼ OF SECTION 27, T6N, R16W, PORT SHELTON TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

EASEMENT DESCRIPTION

PART OF THE SOUTHWEST ¼ OF SECTION 25, T6N, R16W, PORT SHELTON TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION; THENCE N90°00'00"W 379.18 FEET; THENCE N01°20'56"W 33.02 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING; THENCE CONTINUING N01°20'56"W 20.00 FEET; THENCE S90°00'00"E 30.00 FEET; THENCE S01°20'56"E 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET; THENCE N90°00'00"W 30.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.
(600 SQUARE FEET)

PART OF 70-11-25-300-019



-026

N-S ¼ LINE, SEC 25, T6N, R16W

S ¼ COR,
SEC 25,
T6N, R16W

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

S LINE, SEC 25, T6N, R16W
N90°00'00"W 379.18'

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE
Grand Rapids, MI 49525
www.preinnewhof.com
t. (616) 364-8491
f. (616) 364-6955
info@preinnewhof.com

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

LOCATED IN : SECTION 27
TOWN 6 NORTH, RANGE 16 WEST
PORT SHELTON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 11/22/2023
Project No. 2180630

PAGE
1 OF 2



MEMORANDUM

TO: City of Wyoming - Scott Smith, City Attorney
FROM: Deborah S. Poeder
DATE: March 18, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

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

Parcel No: 70-12-31-100-011

Garry Dreyer \$2,500.00
14034 Van Buren Street
Holland, MI 49424

Clinton Dreyer \$2,500.00
14041 Van Buren Street
Holland, MI 49424

Enclosed is the **Original** signed Water Transmission Main Easement, along with the completed W-9 forms. Please make payment directly to each of the property owners at the above addresses and send a copy of the payment checks to us for our files. Myron please sign the attached Settlement Agreement and email back to us.

Please have the Mayor, Clerk and City Attorney sign and return the Easement to us so that we may properly record it with the Ottawa County Register of Deeds. We will forward a copy of the Easement to the property owner and the original to you upon recording.

If you have any questions, please give us a call. Thank you!

cc: Myron Erickson

Land Matters Inc.

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

WATER TRANSMISSION MAIN EASEMENT

Parcel No. 70-12-31-100-011

The Grantor, **Garry S. Dreyer, Trustee of the Garry S. Dreyer Living Trust** dated August 4, 1987, as amended and restated on January 28, 2008, and further amended October 22, 2016 and December 22, 2016, as to an undivided $\frac{1}{2}$ interest, as tenants in common; and **Sandra L. Dreyer, Trustee of the Sandra L. Dreyer Living Trust**, dated August 4, 1987, as amended and restated on January 28, 2008, and further amended October 22, 2016 and December 22, 2016, as to an undivided $\frac{1}{2}$ interest, as tenants in common, whose address is **14034 Van Buren St., Holland, MI 49424**

in exchange for the consideration of **Five Thousand Dollars and No Cents (\$5,000.00)**, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. If water transmission main structures or other improvements will be above the surface of the ground, they are expressly described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to any water transmission main improvements located above ground as described/depicted on Exhibit A.
 - B. The Easement Area may be improved by landscaping, paving for driveways, walkways, or parking areas, and by installing fences. Other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. Alternatively, at City's option, City may

pay Grantor for the reasonable cost to seed lawns and to replace shrubs and trees with nursery stock. Fences will be removed without expense to Grantor and restored, in City's sole discretion, by City's contractor without expense to Grantor or City will reimburse Grantor for the cost to restore the fence. If Grantor locates them for City before work begins, underground irrigation or electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.

4. Farm crops may be planted and livestock may graze in the Easement Area. However, fruit trees, grape vines, or other orchard or vineyard plants that depend on perennial growth shall not be planted in the Easement Area after the date of this easement. If crops are damaged due to City work in the Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season in which the damage occurred.

5. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.

6. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

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

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

DATED: _____

Approved as a form:

Scott G. Smith, City Attorney

[Signed on next page.]

GRANTOR:

Garry S. Dreyer Living Trust dated August 4, 1987, as amended and restated on January 28, 2008, and further amended October 22, 2016 and December 22, 2016, as to an undivided 1/2 interest, as tenants in common

Garry S. Dreyer Trustee

Garry S. Dreyer, Trustee

Sandra L. Dreyer Living Trust, dated August 4, 1987, as amended and restated on January 28, 2008, and further amended October 22, 2016 and December 22, 2016, as to an undivided 1/2 interest, as tenants in common

Sandra L. Dreyer Trustee

Sandra L. Dreyer, Trustee

STATE OF MICHIGAN)

COUNTY OF Ottawa)ss.

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 18th day of March 2024, by Garry S. Dreyer, Trustee of the Garry S. Dreyer Living Trust dated August 4, 1987, as amended and restated on January 28, 2008, and further amended October 22, 2016 and December 22, 2016, as to an undivided 1/2 interest, as tenants in common; and Sandra L. Dreyer, Trustee of the Sandra L. Dreyer Living Trust, dated August 4, 1987, as amended and restated on January 28, 2008, and further amended October 22, 2016 and December 22, 2016, as to an undivided 1/2 interest, as tenants in common, whose address is 14034 Van Buren St., Holland, MI 49424

Deborah S. Poeder

DEBORAH S. POEDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Dec 25, 2028
Acting in the County of Ottawa

Deborah S. Poeder Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 12-25-28
Acting in the County of Ottawa

[Signed on next page.]

CITY OF WYOMING:

By: Kent Vanderwood, Mayor

By: Kelli A. Vandenberg, Clerk

STATE OF MICHIGAN)

SS

COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this _____ day of _____, 20____, by Kent Vanderwood, Mayor of the City of Wyoming, and Kelli A. Vandenberg, City Clerk of the City of Wyoming.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Kent

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

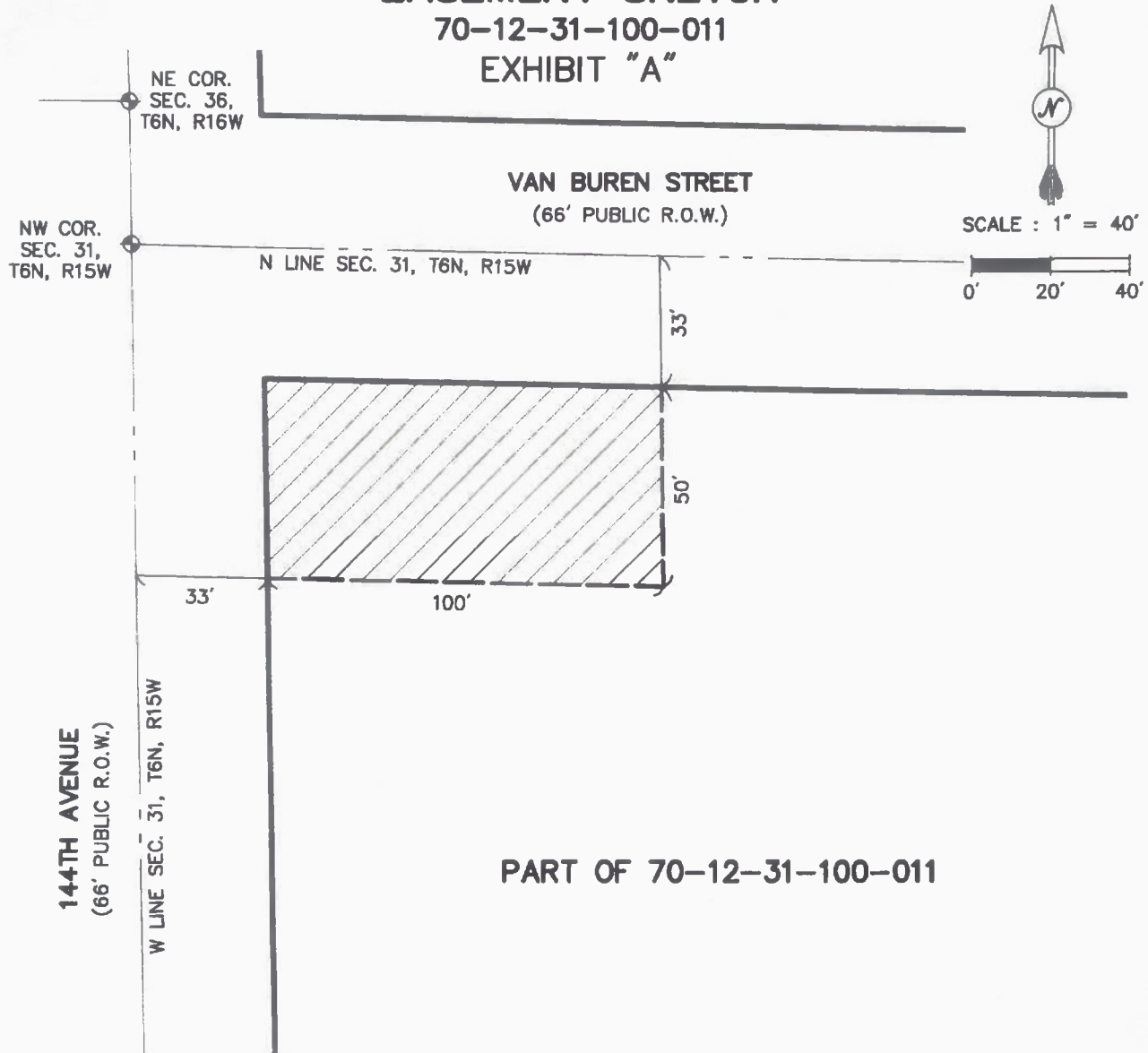
Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St., SW, PO Box 905
Wyoming, MI 49509

EASEMENT SKETCH

70-12-31-100-011

EXHIBIT "A"



PART OF 70-12-31-100-011

SUBJECT PARCEL (TAX DESCRIPTION)

THE NORTH $\frac{3}{4}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 31, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN. EXCEPT COMMENCING AT THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION; THENCE N02°18'06"W 644.37 FEET TO THE POINT OF BEGINNING; THENCE N02°18'06"W 689.44 FEET; THENCE N88°54'46"E 26.53 FEET; THENCE S02°59'15"E 690.22 FEET ALONG THE CENTERLINE OF 144TH AVENUE; THENCE S89°49'25"W 34.82 FEET ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION.

EASEMENT DESCRIPTION

PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 31, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE NORTH 83.00 FEET OF THE WEST 133.00 FEET OF SAID SECTION. EXCEPT THAT PART USED FOR ROAD RIGHT OF WAY. (5000 SQUARE FEET)

HILDAAT - 2180630_HI Commack 080722.dwg - 011 - 4in, 12 2022 - 10 22m

Prein & Newhof
Engineers-Surveyors-Environmental-Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-6955
www.preinnewhof.com info@preinnewhof.com

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

LOCATED IN : SECTION 36
TOWN 6 NORTH, RANGE 16 WEST
PORT SHELDON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 09/12/2022
Project No. 2180630

PAGE
1 OF 1

SETTLEMENT AGREEMENT FOR CROP DAMAGES, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of March 18, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Garry S. Dreyer, Trustee of the Garry S. Dreyer Living Trust dated August 4, 1987, as amended and restated on January 28, 2008, and further amended October 22, 2016 and December 22, 2016, as to an undivided ½ interest, as tenants in common; and Sandra L. Dreyer, Trustee of the Sandra L. Dreyer Living Trust, dated August 4, 1987, as amended and restated on January 28, 2008, and further amended October 22, 2016 and December 22, 2016, as to an undivided ½ interest, as tenants in common, 14034 Van Buren Street, Holland, MI 49424 as owner(s) (**Owner**) of property at VanBuren Street, Zeeland, MI PPN # 70-12-31-100-011(**Property**).

RECITALS

A. City owns and operates a public water treatment and distribution system comprised of a drinking water intake and treatment facility at 16700 New Holland St, Holland, MI 49424 (the **DWP**), hundreds of miles of distribution mains, pumps, elevated water tanks, valves, booster stations, and other facilities (the **System**) in accordance with applicable laws, rules, regulations, permits, licenses, industry standards, and other requirements and guidelines that serves over 250,000 water users in Kent, Ottawa and Allegan Counties.

B. A state regulatory agency has required City to construct an additional transmission main from the DWP to the System facilities in Kent County necessitating the acquisition of easements in which to construct that transmission main, including an easement on the Property.

C. Construction of the new water transmission main within an easement on the Property will involve extensive excavation within the easement area that will also result in crop damages.

E. The parties are entering into this Agreement to ensure the needed easement is granted to City and issues of compensation paid to Owner for the easement and related construction damage are resolved in a mutually acceptable manner.

TERMS AND CONDITIONS

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

1. Owner will convey the Easement in, on, over, and under the Property to City in the form previously sent.
2. If the easement area described in the easement is subject to a mortgage or other encumbrance, Owner will sign the necessary documents and, from the payment made under section 3 of the Agreement, remit to the holder of the mortgage or other encumbrance such amounts as are necessary to secure the consent of the holder of the mortgage or other encumbrance to the easement and/or release of the easement area from the mortgage or other encumbrance.

3. City will pay to Owner and/or to the holder of the mortgage or other encumbrance the amount of \$ 5,000.00 as (i) full, just compensation for the easement.

In addition, the City will locate the valve chamber near the NW corner of the parcel.

There will be no bollards installed and Owner will be able to drive over the vault chamber with equipment up to a highway load weight. The chamber will be located in the northwest corner of the Easement as shown on the attached sketch.

The City will allow for future irrigation equipment to be placed within the easement area provided it does not cover the valve chamber or compromise the transmission main. Installation of irrigation equipment must be reviewed and approved by the City prior to installation. Approval will not unreasonably be withheld. Owner will be responsible for maintenance and repair of the irrigation equipment. The City may remove the irrigation equipment or any appurtenant pads or other improvements if needed for any work related to the valve chamber or transmission main. If that is reasonably necessary, the City will, unless it is an emergency, give Owner notice to disassemble irrigation equipment for reassembly when the work on the water facilities is completed.

4. Owner acknowledges such an amount is just compensation for the easement and City owes Owner no other payment or consideration related to the easement or the design, construction, and installation of the water transmission main within the easement.

5. This Agreement shall bind the parties and their successors and assigns.

6. This is the entire agreement between the parties as to its subject. Neither party is relying on representations or promises not included in this Agreement. This Agreement cannot be amended, modified, or altered except in writing signed by both parties.

7. This Agreement was made in and concerns property in Ottawa County, Michigan. It is to be interpreted and enforced pursuant to Michigan law.

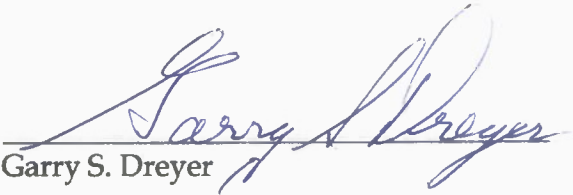
8. By Resolution No. _____, adopted February 6, 2023, City Director of Public Works was authorized to sign this Agreement on City's behalf.

Signatures next page

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

CITY OF WYOMING

By: _____
Myron Erickson, Director, Public Works


Garry S. Dreyer

Approved as to form:


Sandra L. Dreyer

Scott G. Smith, City Attorney

Supplement to Settlement Agreement

The City hereby agrees to the following regarding the construction and restoration of the Owner's property.

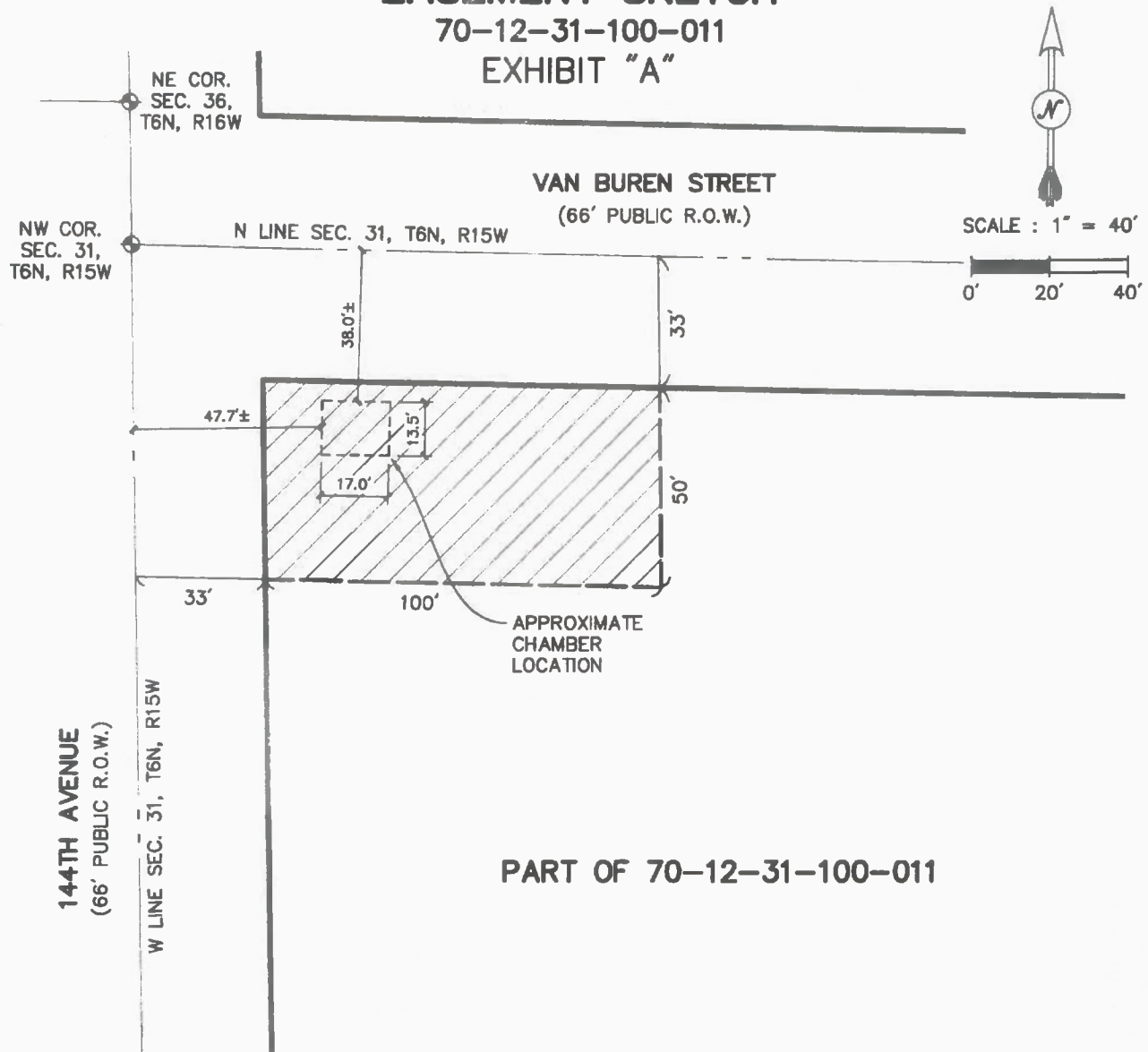
Within the Dreyer parcel easement area, the Contractor must:

1. Remove and stockpile existing soils removed from the trench. The existing topsoil material (minimum of 12") must be stockpiled separately from the remaining subsoils.
2. Backfill the trench with the native topsoil (a minimum of 12").
3. If the project doesn't go through and the City decides not to construct the improvements the Easement will be released.

EASEMENT SKETCH

70-12-31-100-011

EXHIBIT "A"



PART OF 70-12-31-100-011

SUBJECT PARCEL (TAX DESCRIPTION)

THE NORTH 1/4 OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN. EXCEPT COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE N02°18'06"W 644.37 FEET TO THE POINT OF BEGINNING; THENCE N02°18'06"W 689.44 FEET; THENCE N88°54'46"E 26.53 FEET; THENCE S02°59'15"E 690.22 FEET ALONG THE CENTERLINE OF 144TH AVENUE; THENCE S89°49'25"W 34.82 FEET ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION.

EASEMENT DESCRIPTION

PART OF THE NORTHWEST 1/4 OF SECTION 31, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE NORTH 83.00 FEET OF THE WEST 133.00 FEET OF SAID SECTION. EXCEPT THAT PART USED FOR ROAD RIGHT OF WAY. (5000 SQUARE FEET)

PREIN - 20080301_ML Exempts 040722.dwg - 501 - Feb. 28 2008 - 12:10pm

Prein & Newhof
 Engineers - Surveyors - Environmental - Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
 Grand Rapids, MI 49525 f. (616) 364-6955
 www.preinnewhof.com info@preinnewhof.com

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

LOCATED IN : SECTION 36
 TOWN 6 NORTH, RANGE 16 WEST
 PORT SHELDON TOWNSHIP,
 OTTAWA COUNTY, MICHIGAN

Date : 02/26/2024
 Project No. 2180630

PAGE
 1 OF 1

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE
PROPOSED 2024-2025 BUDGET FOR THE CITY OF WYOMING

WHEREAS:

1. State law and the City Charter require that a public hearing be held concerning the proposed 2024-2025 budget for the City of Wyoming.
2. Said budget has been presented to the City Council.
3. It is deemed advisable to establish a date for a public hearing on the budget.
4. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize a public hearing on the proposed annual budget for the City of Wyoming to be held May 6, 2024 at 7:01 PM in the Wyoming City Hall Council Chambers, 1155 – 28th Street SW, Wyoming, Michigan
2. Notice of this hearing shall be published in a newspaper of the general circulation in the City and posted in City Hall in the form as attached.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Notice of Public Hearing on the proposed budget for 2024-2025

Resolution No. _____

CITY OF WYOMING

Notice of Public Hearing

On the Proposed Budget for 2024-2025

Pursuant to Section 8.3 of the Charter of the City of Wyoming, notice is given that a public hearing on the following proposed budget will be held at the Wyoming City Council Chambers, 1155 28th Street SW, on May 6, 2024, at 7:01 pm.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing. It is currently estimated to be: 13.1482 mills.

July 1, 2024 – June 30, 2025

General Fund	\$ 36,157,567
Major Streets	7,816,286
Local Streets	5,642,825
Public Safety *	35,815,307
Fire	2,276,209
Police	5,077,489
Parks and Recreation	5,014,163
Sidewalk Snow Removal and Repair	504,928
First Responders	4,846,126
Solid Waste Disposal	1,170,559
Building Inspections	2,819,842
Community Development Block Grant	625,875
Drug Law Enforcement	30,000
Capital Improvement	5,290,951
Library Maintenance and Parks Capital	1,395,542
City Center	75,000
Sewer Bond Reserve	95,957
Sewer	27,205,397
Water	124,037,775
Motor Pool	9,119,252
Motor Pool Reserve	1,109,875
Capital Projects Revolving	1,174,168
Less Transfers Between Funds	(45,844,963)
Less Admin Fee Transfers	(4,175,091)
	\$ 227,281,039
Grand Total of Budgeted Expenditures	\$ 227,281,039

*Includes all police and fire expenditures

A summary of the proposed budget is filed in the City Clerk's office and available for review at the following weblink:

<https://www.wyomingmi.gov/Portals/0/City%20of%20Wyoming%20FY25%20Proposed%20Budget.pdf>

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO DECLARE THE NECESSITY OF THE 2024 SPONGY MOTH
SUPPRESSION PROJECT AND ESTABLISH SPECIAL ASSESSMENT DISTRICT
#24-818 TO DEFRAY PROJECT COSTS

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Council, after proper notice, held a public hearing at its meeting of April 1, 2024, to hear from all persons affected by, interested in, or owning or occupying property proposed to be specially assessed for the city proposed 2024 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria called *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project").
3. The City Council has considered all comments from persons owning property to be assessed for the proposed project and comments from others made at the public hearing and deems it advisable to proceed with the proposed project and to specially assess the costs of it against the properties depicted on the map attached as Exhibit A and listed on Exhibit B (SA District #24-818).

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council determines to proceed with the Project and to defray all costs by special assessment against the property in SA District #24-818, including any city-owned parcels.
2. That the City Council approves the Project plans and specifications and its estimated cost of approximately \$37,143.40.
3. That the City Assessor and City Clerk shall prepare a special assessment roll for SA District #24-818 to specially assess the amount of \$37.00 per parcel with all additional related costs to be the obligation of the City at large because of the benefit to each and file the special assessment with the City Clerk.
4. That the special assessment against each parcel shall be paid in one installment to be billed on the Summer 2024 real property tax bill for that parcel so that the single payment will be due and payable on August 31, 2024 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

Resolution No. _____

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

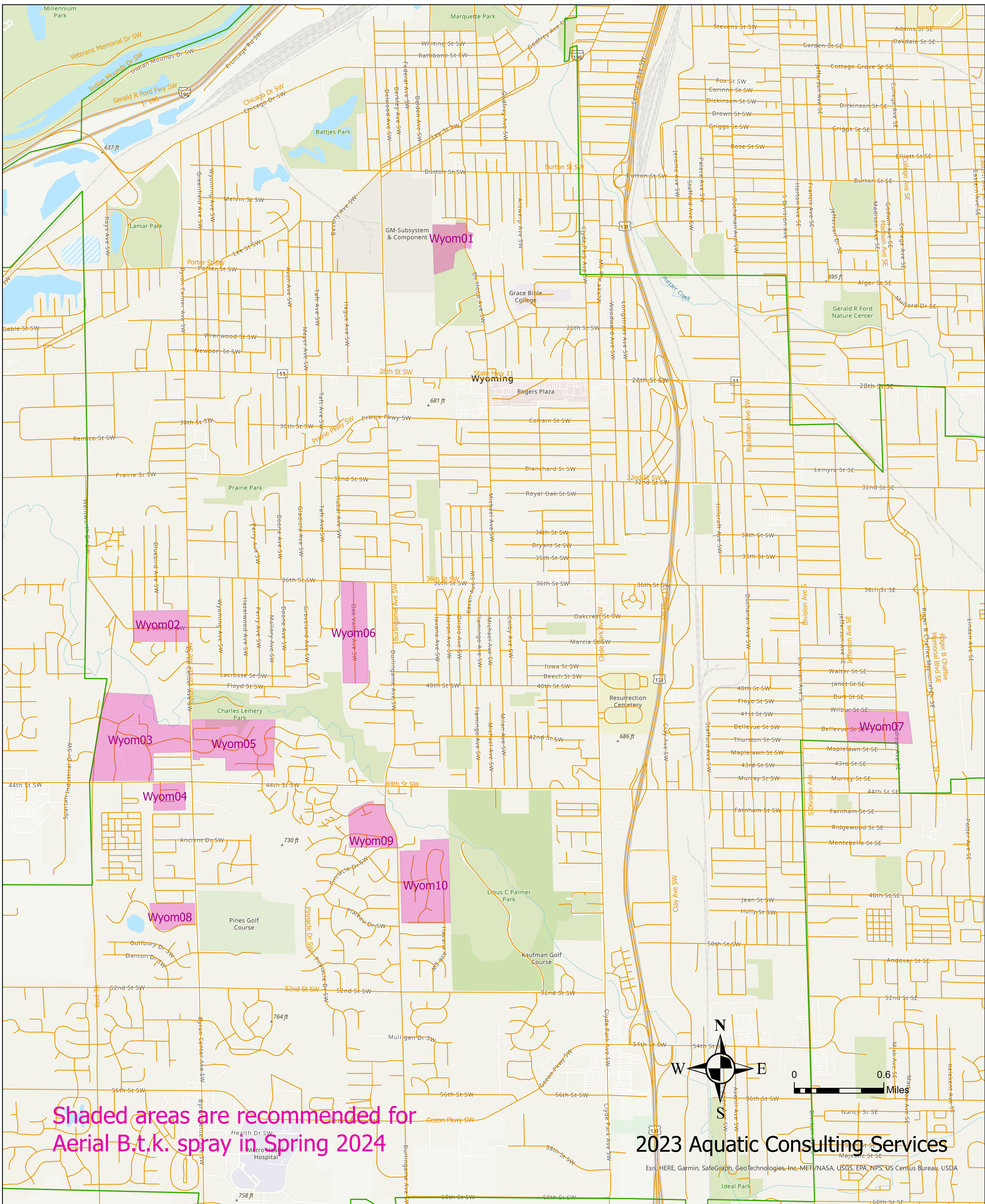
ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B – List of Parcels in SA#24-818

Resolution No. _____

City of Wyoming Spongy Moth Survey Report 2024



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

2023 Aquatic Consulting Services

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

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

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

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

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

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

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

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

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

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

411819402014	4156	MADISON AVE SE	411722227064	3826	OAK VALLEY AVE SW
411819402020	4164	MADISON AVE SE	411722227065	3830	OAK VALLEY AVE SW
411819402021	4110	MADISON AVE SE	411722227070	3988	OAK VALLEY AVE SW
411819402022	4112	MADISON AVE SE	411722227076	3730	OAK VALLEY AVE SW
411819402023	4114	MADISON AVE SE	411722227079	3770	OAK VALLEY AVE SW
411819402024	4118	MADISON AVE SE	411722227082	3604	OAK VALLEY AVE SW
411819402025	4124	MADISON AVE SE	411722227083	3610	OAK VALLEY AVE SW
411819402026	4128	MADISON AVE SE	411722227087	3968	OAK VALLEY AVE SW
411819402027	4132	MADISON AVE SE	411722227088	3890	OAK VALLEY AVE SW
411819402028	4142	MADISON AVE SE	411722227089	3908	OAK VALLEY AVE SW
411819402029	4144	MADISON AVE SE	411722227099	3628	OAK VALLEY AVE SW
411819402031	4102	MADISON AVE SE	411722227102	3854	OAK VALLEY AVE SW
411728227017	2505	MARILYN ST SW	411722227103	3842	OAK VALLEY AVE SW
411728227018	2457	MARILYN ST SW	411722276002	3987	OAK VALLEY CT SW
411728227019	2451	MARILYN ST SW	411722276003	3975	OAK VALLEY CT SW
411728227020	2445	MARILYN ST SW	411722276004	3963	OAK VALLEY CT SW
411728227021	2435	MARILYN ST SW	411722276005	3951	OAK VALLEY CT SW
411728227022	2516	MARILYN ST SW	411722276006	3939	OAK VALLEY CT SW
411728227023	2510	MARILYN ST SW	411728425008	2572	OAKVIEW DR SW
411728227024	2504	MARILYN ST SW	411728425009	2562	OAKVIEW DR SW
411728227025	2462	MARILYN ST SW	411728425011	2542	OAKVIEW DR SW
411728227026	2456	MARILYN ST SW	411728425012	2532	OAKVIEW DR SW
411728227027	2450	MARILYN ST SW	411728425013	2522	OAKVIEW DR SW
411728227028	2444	MARILYN ST SW	411728425015	2492	OAKVIEW DR SW
411722226005	3605	OAK VALLEY AVE SW	411728425016	2482	OAKVIEW DR SW
411722226006	3613	OAK VALLEY AVE SW	411728425017	2472	OAKVIEW DR SW
411722226009	3623	OAK VALLEY AVE SW	411728425018	2462	OAKVIEW DR SW
411722226017	3805	OAK VALLEY AVE SW	411728425019	2452	OAKVIEW DR SW
411722226030	3731	OAK VALLEY AVE SW	411728425020	2442	OAKVIEW DR SW
411722226031	3741	OAK VALLEY AVE SW	411728425010	2552	OAKVIEW ST SW
411722226033	3835	OAK VALLEY AVE SW	411728425014	2512	OAKVIEW ST SW
411722226038	3619	OAK VALLEY AVE SW	411727278015	1643	PINNACLE DR SW
411722226040	3781	OAK VALLEY AVE SW	411727278016	1635	PINNACLE DR SW
411722226041	3791	OAK VALLEY AVE SW	411727278017	1627	PINNACLE DR SW
411722226042	3801	OAK VALLEY AVE SW	411727278018	1619	PINNACLE DR SW
411722226043	3915	OAK VALLEY AVE SW	411726151013	1590	PINNACLE EAST SW
411722226044	3927	OAK VALLEY AVE SW	411726151018	1540	PINNACLE EAST SW
411722226045	3945	OAK VALLEY AVE SW	411727202001	1855	R W BERENDS DR SW
411722226046	3951	OAK VALLEY AVE SW	411726153002	1564	SENTINAL ST SW
411722226050	3625	OAK VALLEY AVE SW	411726153003	1542	SENTINAL ST SW
411722226052	3627	OAK VALLEY AVE SW	411728227002	2505	SHERRY ST SW
411722226053	3753	OAK VALLEY AVE SW	411728227003	2463	SHERRY ST SW
411722226054	3759	OAK VALLEY AVE SW	411728227004	2457	SHERRY ST SW
411722226055	3983	OAK VALLEY AVE SW	411728227005	2451	SHERRY ST SW
411722226056	3991	OAK VALLEY AVE SW	411728227006	2445	SHERRY ST SW
411722226057	3711	OAK VALLEY AVE SW	411728227007	2435	SHERRY ST SW
411722226058	3721	OAK VALLEY AVE SW	411728227008	2429	SHERRY ST SW
411722227020	3954	OAK VALLEY AVE SW	411728227009	2428	SHERRY ST SW
411722227021	3956	OAK VALLEY AVE SW	411728227010	2434	SHERRY ST SW
411722227022	3958	OAK VALLEY AVE SW	411728227011	2444	SHERRY ST SW

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

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

RESOLUTION NO. _____

RESOLUTION TO DECLARE THE NECESSITY OF THE 2024 SPONGY MOTH
SUPPRESSION PROJECT AND ESTABLISH SPECIAL ASSESSMENT DISTRICT
#24-819 TO DEFRAY PROJECT COSTS

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Council, after proper notice, held a public hearing at its meeting of April 1, 2024, to hear from all persons affected by, interested in, or owning or occupying property proposed to be specially assessed for the city proposed 2024 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the “Project”).
3. The City Council has considered all comments from persons owning property to be assessed for the proposed project and comments from others made at the public hearing and deems it advisable to proceed with the proposed project and to specially assess the costs of it against the properties depicted on the map attached as Exhibit A and listed on Exhibit B (SA District #24-819)

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council determines to proceed with the Project and to defray all costs by special assessment against the property in SA District #24-819, including any city-owned parcels.
2. That the City Council approves the Project plans and specifications and its estimated cost of approximately \$37,143.40.
3. That the City Assessor and City Clerk shall prepare a special assessment roll for SA District #24-819 to specially assess the amount of \$94.00 per treated acre with all additional related costs to be the obligation of the City at large because of the benefit to each and file the special assessment with the City Clerk.
4. That the special assessment against each parcel shall be paid in one installment to be billed on the Summer 2024 real property tax bill for that parcel so that the single payment will be due and payable on August 31, 2024 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

Resolution No. _____

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

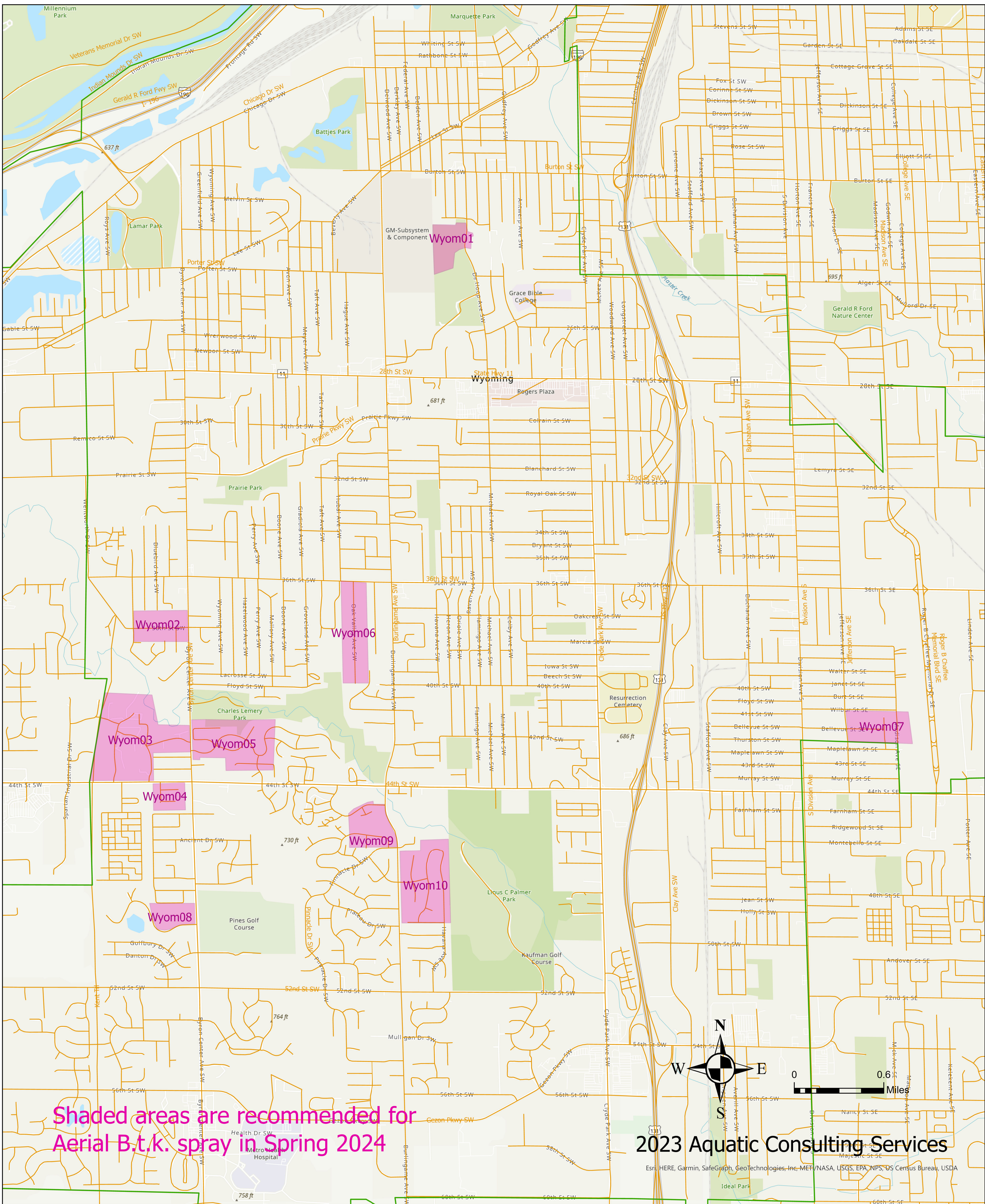
ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B – List of Parcels in SA District #24-819

Resolution No. _____

City of Wyoming Spongy Moth Survey Report 2024



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

2023 Aquatic Consulting Services

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

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

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

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE PROPOSED SPECIAL
ASSESSMENT ROLL #24-818 FOR THE SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. The City Council has previously determined, spongy moths can cause significant damage to property.
2. The City Assessor prepared proposed special assessment roll #24-818 to specially assess specially benefitted parcels (those depicted on the drawing attached as Exhibit A and listed on Exhibit B) for costs of the 2024 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria called *Bacillus Thuringiensis (Bt)* (under the brand name Foray 76B or equivalent), that is also used by organic gardeners (the “Project”), at the amount of \$37.00 per parcel.
3. A public hearing is required to provide all those with property interests that may be subject to the proposed special assessment to offer objections to and comments on the proposed special assessment roll.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #24-818 shall be filed in the Office of the City Clerk for public examination.
2. The City Council will hold a public hearing during its regular meeting of Monday, **April 15, 2024, at 7:00 p.m.**, for the purpose of hearing owners of parcels to be assessed on special assessment roll #24-818 and others interested in the proposed special assessment and the Project.
3. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
 - a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
 - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
4. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

Resolution No. _____

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

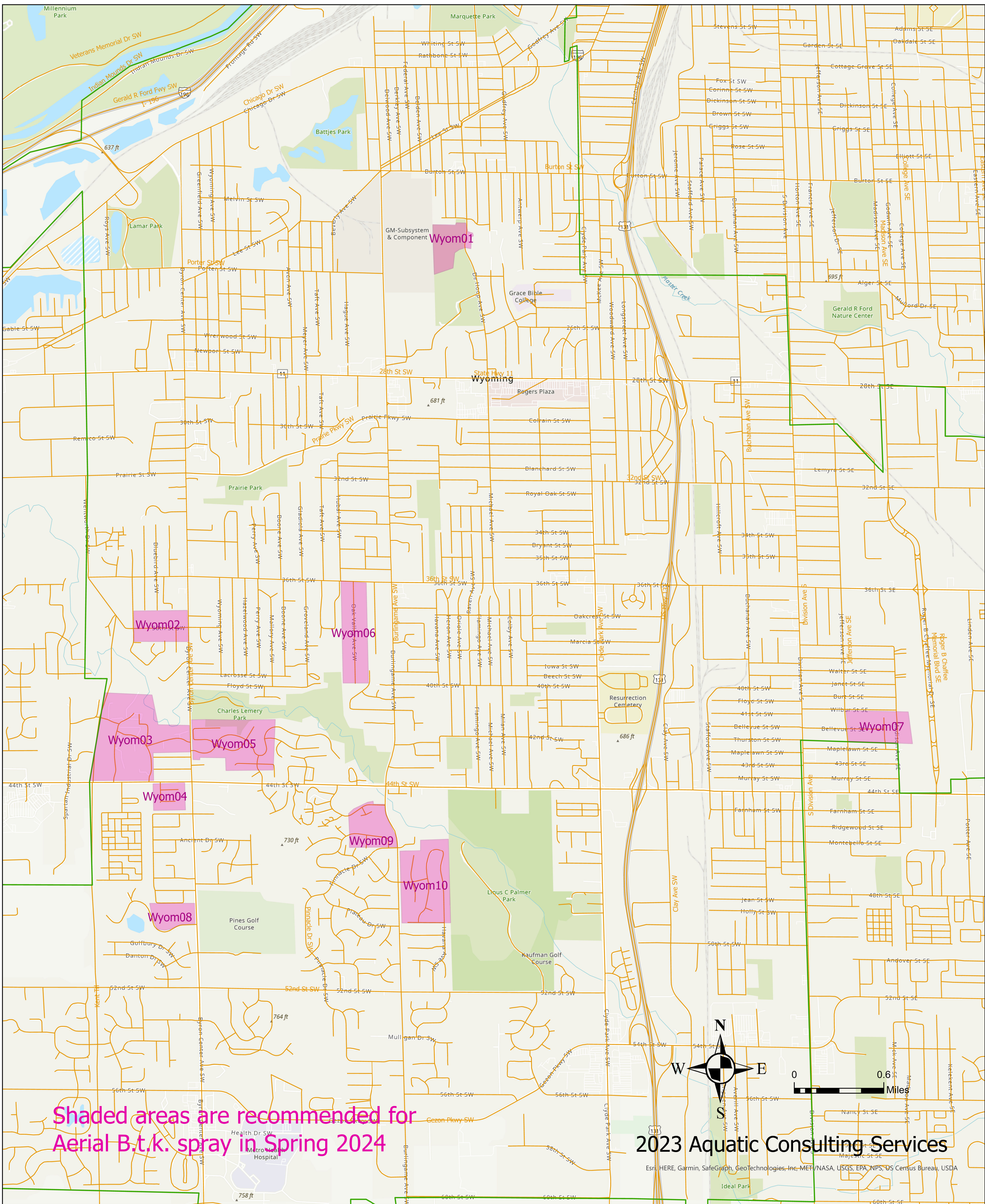
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing (2nd Letter)

Resolution No. _____

City of Wyoming Spongy Moth Survey Report 2024



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

2023 Aquatic Consulting Services

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

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

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

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

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

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

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

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

CITY OF WYOMING

City Clerk | 1155 28th St. SW, Wyoming, MI 49509
616.530.7296 | Fax 616.530.7200 | wyomingmi.gov

April 2, 2024

Re: Notice of Public Hearing Before Finalizing Spongy Moth Suppression Project Charges

Dear Property owner/occupant:

Introduction: The Wyoming City Council decided it will apply an aerial biological insecticide spray for spongy moth suppression in areas of the city depicted on the map on the reverse side of this notice and to charge property owners within those areas for the cost of that project. The City Council will next consider how much to charge against the properties in that area. Your property is within the project area. It is proposed that the City Council approve an assessment of **\$37.00** per residential lot (one-half acre or less). This amount would be added on the 2024 summer property tax bill.

Legal Notice: The City Council intends to defray all costs of a project consisting of the 2024 aerial insecticide spray for spongy moth suppression against the parcels in special assessment district #24-818, depicted on the map on the reverse side of this notice. Property you own will be specially assessed. The amount of the proposed special assessment is **\$37.00** per standard residential lot. A list of affected properties is on the City's website at www.wyomingmi.gov, via email at clerk_info@wyomingmi.gov or by calling (616)530-7296.

At its meeting on Monday, April 15, 2024, at 7:00 p.m., the City Council will hold a public hearing to take comments from interested persons about the proposed special assessments. This meeting will take place in the Council Chambers in City Hall, 1155 28th Street SW, Wyoming, Michigan. Property owners may appeal the special assessment to the Michigan Tax Tribunal (MTT) within 30 days after confirmation of the assessment roll (which may occur at this same April 15, 2024 meeting). Protest in writing before or during the public hearing or verbally during the public hearing is required to appeal to the MTT.

Those wishing to comment on this proposed spongy moth suppression project may do so by sending written comments to clerk_info@wyomingmi.gov or to City Hall by first class mail or in person at the meeting. Persons with impairments or disabilities needing accommodations or who need language assistance services may contact the City Clerk at least 36 hours before the meeting to make accommodation arrangements.

If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE PROPOSED SPECIAL
ASSESSMENT ROLL #24-819 FOR THE SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. The City Council has previously determined, spongy moths can cause significant damage to property.
2. The City Assessor prepared proposed special assessment roll #24-819 to specially assess specially benefitted parcels (those depicted on the drawing attached as Exhibit A and listed on Exhibit B) for costs of the 2024 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria called *Bacillus Thuringiensis (Bt)* (under the brand name Foray 76B or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$94.00 per treated acre.
3. A public hearing is required to provide all those with property interests that may be subject to the proposed special assessment to offer objections to and comments on the proposed special assessment roll.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #24-819 shall be filed in the Office of the City Clerk for public examination.
2. The City Council will hold a public hearing during its regular meeting of Monday, **April 15, 2024, at 7:00 p.m.**, for the purpose of hearing owners of parcels to be assessed on special assessment roll #24-819 and others interested in the proposed special assessment and the Project.
3. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
 - a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
 - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
4. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

Resolution No. _____

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

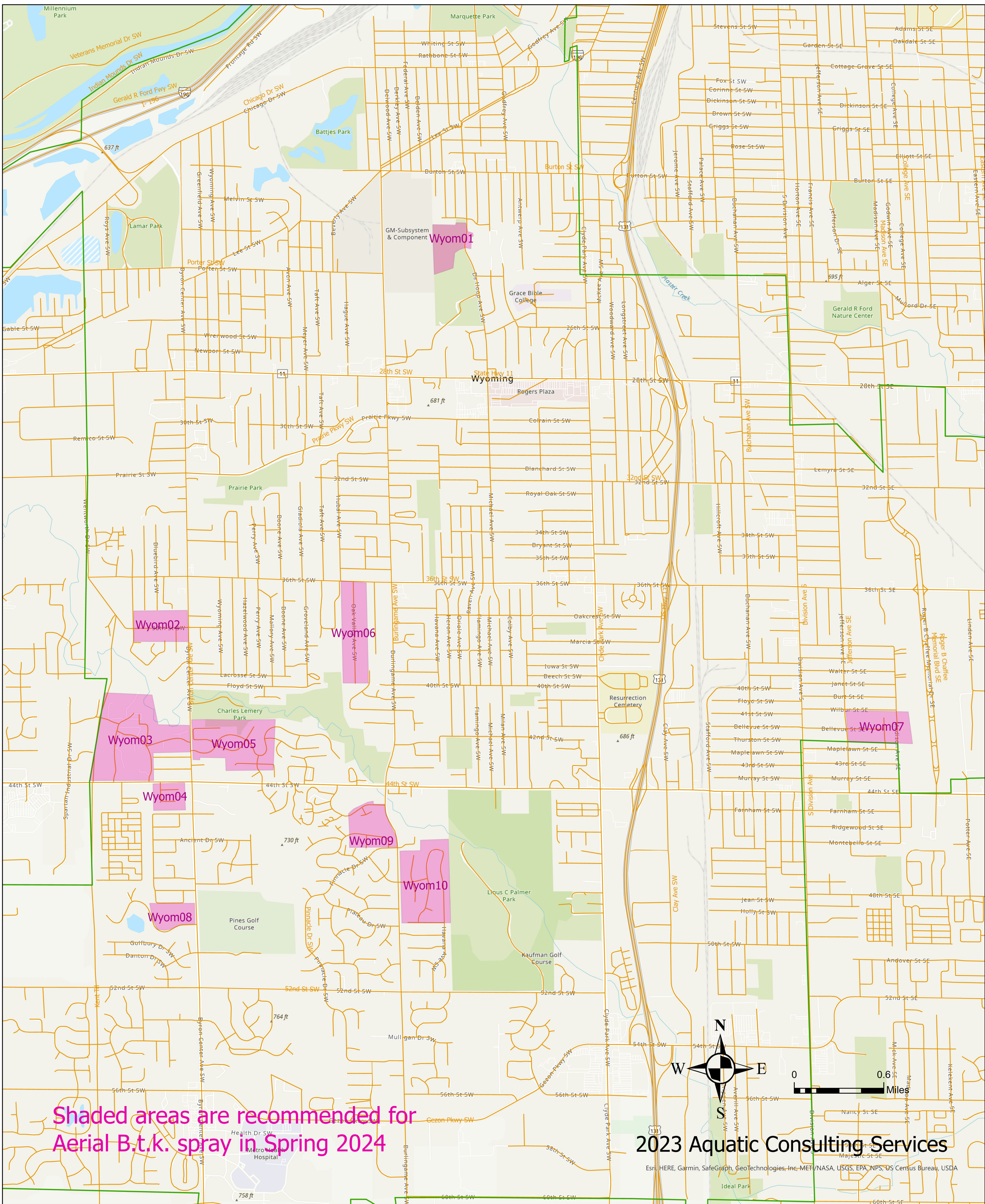
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing (2nd Letter)

Resolution No. _____

City of Wyoming Spongy Moth Survey Report 2024



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

2023 Aquatic Consulting Services

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

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

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

CITY OF WYOMING

City Clerk | 1155 28th St. SW, Wyoming, MI 49509
616.530.7296 | Fax 616.530.7200 | wyomingmi.gov

April 2, 2024

Re: Notice of Public Hearing Before Finalizing Spongy Moth Suppression Project Charges

Dear Property owner/occupant:

Introduction: The Wyoming City Council decided it will apply an aerial biological insecticide spray for spongy moth suppression in areas of the city depicted on the map on the reverse side of this notice and to charge property owners within those areas for the cost of that project. The City Council will next consider how much to charge against the properties in that area. Your property is within the project area. It is proposed that the City Council approve an assessment of **\$94.00** per treated acre (for properties larger than one-half acre). This amount would be added on the 2024 summer property tax bill.

Legal Notice: The City Council intends to defray all costs of a project consisting of the 2024 aerial insecticide spray for spongy moth suppression against the parcels in special assessment district #24-819, depicted on the map on the reverse side of this notice. Property you own will be specially assessed. The amount of the proposed special assessment is **\$94.00** per treated acre. A list of affected properties is on the City's website at www.wyomingmi.gov, via email at clerk_info@wyomingmi.gov or by calling (616)530-7296.

At its meeting on Monday, April 15, 2024, at 7:00 p.m., the City Council will hold a public hearing to take comments from interested persons about the proposed special assessments. This meeting will take place in the Council Chambers in City Hall, 1155 28th Street SW, Wyoming, Michigan. Property owners may appeal the special assessment to the Michigan Tax Tribunal (MTT) within 30 days after confirmation of the assessment roll (which may occur at this same April 15, 2024 meeting). Protest in writing before or during the public hearing or verbally during the public hearing is required to appeal to the MTT.

Those wishing to comment on this proposed spongy moth suppression project may do so by sending written comments to clerk_info@wyomingmi.gov or to City Hall by first class mail or in person at the meeting. Persons with impairments or disabilities needing accommodations or who need language assistance services may contact the City Clerk at least 36 hours before the meeting to make accommodation arrangements.

If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR AERIAL INSECTICIDE SPRAYING SERVICES
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR
SPONGY MOTH SUPPRESSION SERVICES

WHEREAS:

1. As detailed in the attached staff report, Hamilton Helicopters, Inc. has submitted an agreement for spongy moth suppression spraying services at a cost of \$72.80 per acre.
2. The Spongy Moth Suppression Spraying Services will be funded through a Special Assessment as approved by the City Council.
3. It is recommended the City Council accept the proposal contingent upon approval of the associated special assessments.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal for aerial insecticide spraying services from Hamilton Helicopters, Inc. in the total estimated amount of \$27,518.40, contingent upon approval of the associated special assessments.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement for Spongy moth suppression services.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Resolution No. _____

STAFF REPORT

Date: March 26, 2024
Subject: Spogy Moth Suppression Spraying Services for 2024
From: Kelli A. VandenBerg, City Clerk
Meeting Date: April 1, 2024

RECOMMENDATION

It is recommended the City Council accept a proposal from Hamilton Helicopters, Inc. for award of the contract for spongy moth suppression spraying services at a cost of \$72.80 per acre. A total of 378 acres is recommended for treatment. The acceptance of this proposal is contingent upon approval of the associated special assessments.

COMMUNITY, SAFETY, STEWARDSHIP

Approval of this agreement will help facilitate the treatment of properties with a nuisance level infestation of spongy moths, providing protection to trees and properties throughout the community. Approval of this agreement also ensures the treatment of spongy moths will be done at an equitable price that is consistent with previous treatment programs and in compliance with state and federal regulations.

DISCUSSION

In a suburban/urban setting such as Wyoming, the preferred method for application of an aerial insecticide spray is helicopter (versus fixed-wing aircraft). There are very few aerial applicators in Michigan and even fewer that use helicopters for application. Five companies were contacted for quotes. Three appeared to be out of business, one was not licensed for spongy moth application and Hamilton Helicopter provided a quote of \$72.80 per acre. Hamilton Helicopter has several years of experience conducting Wyoming's spongy moth suppression program. Given the limited number of firms that perform this type of service, as well as Hamilton Helicopter's knowledge of the community and consistent pricing, it is recommended that the City of Wyoming contract with Hamilton Helicopter, Inc. for the 2024 spongy moth suppression spraying services.

BUDGET IMPACT

A total of 378 acres is recommended for spongy moth treatment, resulting in an approximate cost of \$27,518.40 for the aerial spray service. Total cost of the 2024 suppression program is estimated at \$37,143.40, which includes spray service, field consulting services, as well as all required mailings and legal publications. A special assessment has been proposed to accommodate the expense of this service. The special assessment would charge a flat fee of \$37 per parcel to those in the spray area. Larger properties (larger than 1/2 acre) have been identified for a separate special assessment that would charge a rate of \$94.00 per treated acre. There is no impact to the budget by funding this program through a special assessment.

SPONGY MOTH SUPPRESSION SERVICES CONTRACT

This Spongy Moth Suppression Services Contract is made as of _____, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 ("City") and Hamilton Helicopter Inc., a Michigan corporation the address of which is 4488 134th Ave, PO Box 264, Hamilton, MI 49419 ("HHI").

RECITALS

- A. City desires to control the spongy moth population within its boundaries.
- B. HHI is in the business of, interested in, and capable of participating in a spongy moth suppression program.

TERMS AND CONDITIONS

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

1. HHI's Services. HHI will:

- A. Will obtain any needed Federal Aviation Administration or other permits, file any needed flight plans, and obtain any other needed permits to aerial spray the designated areas of City between May 1, 2024 to June 15, 2024.
- B. Apply *Bacillus Thuringiensis* 'BT' at the rate of 19 B.I.U. per acre over the 698 acres designated by City.
- C. Coordinate the spray timing with Aquatic Consulting Services.

2. City Responsibilities. City will:

- A. Determine spray blocks and provide digitized maps of them.
- B. Provide property owner notification of the spraying program and make all required or desired public notices.
- C. If desired, notify HHI of the location of objectors in and outside the spray blocks and exclude them from the spraying. Hold HHI harmless from, indemnify HHI for, and defend HHI against any actions, legal or otherwise, arising from a "no exclusion policy" and any spraying of the property of any objector(s).
- D. Provide traffic and crowd control at the time of spraying, in the spray blocks, and at the load site if deemed necessary by the parties.
- E. Provide a central loading site.
- F. Pay HHI a fee of \$72.80 per acre for each aerial application within 30 days of the invoice date.

G. If HHI is prevented from undertaking the aerial application as a result of any injunction or other legal action, terrorist activity, or other circumstance beyond HHI's reasonable control, City will pay HHI \$15.00 per acre for the anticipated 698 acres as liquidated damages to cover costs incurred including any lost opportunities to provide other services.

3. Legal Compliance. HHI will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.

4. Qualifications. HHI represents and promises that:

A. Neither HHI, including for purposes of this section HHI's officers, shareholders, or employees ("**HHI personnel**") (i) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding the this Contract been convicted of or had a judgment against it for fraud or a criminal offense in connection with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or otherwise criminally charged with any of the offenses enumerated in this certification; or (iv) has within 3-years preceding this Contract had a public transaction terminated for cause or default.

B. HHI is not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

C. HHI is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less

than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. Ethical Standards. HHI and HHI's personnel has not and will not: (i) engage in an act creating an appearance of impropriety with respect to this Contract award; (ii) attempt to influence or appear to influence an elected or appointed City officer or City employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this Contract. No HHI personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City officer or board/commission member except as already disclosed in writing to City. HHI will immediately notify City of any change in this statement.

7. Risk Allocation.

A. HHI is solely responsible for (i) the means and methods of services provided under this Contract, (ii) the conduct of HHI's personnel, and (iii) any injuries or property damage resulting from HHI's performance under this Contract. HHI will hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than City for personal injuries or property damage occurring during and as a result of HHI's services under this Contract, but not for any negligence or wrongdoing of City or City's officers or employees.

B. HHI will obtain and maintain general commercial liability insurance, including aviation liability insurance, of not less than \$1,000,000 per occurrence and \$1,000,000 in the general aggregate. That insurance shall include an endorsement stating the following are additional insureds: City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance City may have will be secondary and/or excess. If City requests, HHI will provide City's Purchasing Department copies of certificates of insurance, policies, and endorsements. HHI's liability to City under this contract shall be limited to the amounts of any insurance.

9. W-9. HHI will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

11. Records. City is a public entity and receives funds from other governmental agencies, so City is required to retain, be able to obtain, and/or audit records related to City contracts. HHI will retain all records related to this Contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

12. Assignment/Beneficiaries. No right or duty of either party under this Contract may be assigned or delegated without other party's prior written consent and no individuals or entities other than the parties are intended beneficiaries of this Contract.

13. Independence. HHI is independent of the City and none of HHI's personnel shall be or be represented to be City officers or employees. HHI is solely responsible for the acts, omissions, and statements of HHI's personnel. City will not insure HHI or HHI's owners, officers, members or employees for any liability, casualty or other purpose or loss.

14. General Provisions.

A. This Contract (i) was made in Kent County, Michigan and it to be governed by and interpreted under Michigan law, (ii) is the entire agreement between the parties regarding to its subject matter, and (iii) may not be amended or modified except in writing signed by both parties. Waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. Captions are for reference only and shall not affect its interpretation, but the recitals are an integral part of this Contract.

B. To the extent permitted by law, the jurisdiction and venue for an action brought under this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, legal fees, expert fees and other costs incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings.

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

Signatures on next page

By: _____
Kent Vanderwood, Mayor

By: Kurt Homkes _____
Kurt Homkes, President

Date signed: 3/27, 2024

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 2024

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney

HHI
Hamilton Helicopters Inc.

P.O. Box 264
4488 134th Ave
Hamilton, MI 49419
616-291-5808
khomkes@gmail.com

March 9, 2024

City of Wyoming
1155 28th St. SW
Wyoming, MI 49509

RE: Aerial Application Quote

City of Wyoming

Quote for aerial application of 19 B.I.U. of B.T. over the area outlined provided maps provided for the suppression of Spongy (Gypsy) Moths. Bid Includes application and the 19 B.I.U of B.T.

\$72.80 per acre. (\$72.80 x 378 Acres = total project cost \$ 27,518.40)

Thank you



Kurt Homkes
616 291 5808

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT-FINAL APPROVAL
FOR THE PROPOSED MALTA WOODS PLAT

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 15 residential lots to complement this endeavor.
2. The proposed Malta Woods subdivision will integrate with the nearby residential developments.
3. The proposed subdivision complies with the Wyoming [re]Imagined master plan, zoning ordinance, and subdivision ordinance.
4. The Planning Commission recommended approval of the proposed subdivision at their January 16, 2024 meeting and City Council approved preliminary plat-tentative at their February 5, 2024.
5. All information required under Sec. 74-41 has been provided to the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat-Final Approval for Malta Woods subdivision.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

March 27, 2024

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request for Preliminary Plat - Final Approval for Malta Woods at 3845 56th Street SW (Section 32) (Matthew and Michael Langenberg).

Recommendation: To grant Preliminary Plat - Final approval.

Dear Ms. Vandenberg,

Matthew and Michael Langenberg have requested preliminary plat - final approval for Malta Woods. The platting of subdivisions is a multi-step process.

The petitioners propose 15 lots develop to R-1 Residential standards (10,000 sq. ft. minimum lot size). Preliminary Plat - Tentative Approval, which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering was granted by Planning Commission on January 16, 2024 and City Council on February 5, 2024.

The second step is Preliminary Plat - Final Approval, which provides full engineering detail for the construction of the plat.

The third step will be Final Plat Approval, which general occurs after the plat is completed, with the City accepting the development. Per Sec. 74-242, City Council shall consider the final plat and review for conformance with the ordinance.

Respectfully submitted,



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

Cc: John Shay, City Manager

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2024 ADMINISTRATIVE SERVICES CONTRACT
WITH THE WYOMING HOUSING COMMISSION

WHEREAS:

1. The City of Wyoming is committed to supporting the Wyoming Housing Commission in its efforts to provide public and affordable housing to Wyoming residents.
2. As part of its commitment, the City provides a number of administrative support services to the Wyoming Housing Commission to support its functions and operations.
3. The City seeks to recover a portion of the costs associated with these support services through a contractual agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The attached 2024 Administrative Services Contract with the Wyoming Housing Commission is approved.
2. The Mayor and City Clerk are authorized and directed to sign it on the City's behalf and all City personnel are authorized and directed to implement it in accordance with its terms.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on April 1, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Analysis of City Support Services
Contract

Resolution No. _____

STAFF REPORT

Date: March 26, 2024
Subject: 2024 Administrative Services Contract with Wyoming Housing Commission
From: Patrick Waterman, Deputy City Manager
Meeting Date: April 1, 2024

PURPOSE:

The purpose of this staff report is to summarize and recommend approval of a new Administrative Services Contract between the City of Wyoming and the Wyoming Housing Commission, which was approved by the Housing Commission Board on March 19, 2024.

COMMUNITY, SAFETY, STEWARDSHIP:

The adoption of this agreement furthers the Community Pillar, Goal 4 – Encourage more affordable housing in the city; AND the Stewardship Pillar, Goal 1 – Strengthen and maintain the strong financial position of the city, and Goal 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION:

Since its creation in 1987, the Wyoming Housing Commission (WHC) has enjoyed administrative support from the City of Wyoming for such services as personnel, payroll, HR, legal, IT, etc. The costs of these services were partially reimbursed under a 1987 (and later 2006) agreement, which allowed the City to bill the WHC monthly for “supportive services.” However, the prior agreements do not clearly define the scope of these support services, nor provide a means of tracking and recovering their true costs.

Last fall, the City conducted an internal cost assessment (attached) to determine the actual breadth and costs of support services being provided to the WHC. This analysis found that the City was providing approximately \$19,170/year in administrative support services to the WHC, yet were only billing it approximately \$1,728/year.

In response, the City drafted a new Administrative Services Agreement that more clearly defines the support services provided to the WHC and establishes a more substantial annual reimbursement amount (the first year’s lump sum reimbursement amount is \$10,000). It is noted that due to the WHC’s limited funding source (HUD), it is unable to *fully* reimburse the City for support services at this time. However, this agreement will make significant strides in more fully recouping the cost of these services.

The new agreement has a 21-year term, is to be reviewed every three years (beginning 12/31/2026) and includes an inflationary factor for the recovery fee.

BUDGET:

The additional reimbursement from the WHC is accounted for in the FY 2025 budget.

RECOMMENDATION:

Staff recommends approval of the 2024 Administrative Services Contract through the attached Resolution.

Analysis of City Support Services Provided to Wyoming Housing Commission (10/3/23)

Department	Service(s) Provided	Approx Hours/Year	Approx Annual Cost
HR/Risk Control	Hiring	20	\$ 668.75
	Contract negotiations and interpretation	12	\$ 1,203.75
	Performance appraisals and wage increases	12	\$ 401.25
	Trainings (Risk and HR)	5	\$ 152.06
	Trainings (Cost of trainers coming in)		\$500.00
	Employee issues	10	\$ 334.38
	Tuition reimbursement	2	\$ 81.25
	Workers compensation	2	\$ 66.88
	FMLA	4	\$ 162.50
	Language incentive Pay	1	\$ 33.44
	EAP Cost*		\$ 240.00
	Risk Control services	15	\$ 882.75
	Sub Total		83
	* \$20/employee/yr		
Legal	Avg 6 cases/year @ 3 hours/case	18	\$ 1,459.26
	Respond to legal questions/issues (2 hrs/mo)	24	\$ 1,945.68
	Sub Total	42	\$ 3,404.94
	<i>Note: Heather estimates actual time between 36 and 60 hrs/yr</i>		
I.T.	Security Awareness Training Licenses & Admin	6	\$ 450.00
	Help Desk - Miscellaneous Support	12	\$ 600.00
	eMail Hosting and Support	4	\$ 160.00
	Computer Hardware Acquisition	6	\$ 240.00
	Web Site Maintenance	4	\$ 160.00
	Cybersecurity Activities	5	\$ 250.00
	Sub Total	37	\$ 1,860.00
	<i>Note: We have explored the concept of Wyoming IT taking a more active role in supporting the daily IT needs of Housing. This conversation occurred within the past year with Rebeca and the Commission's IT Support person, Shelby. Shelby supports other commissions and is stretched thin – Housing staff often wait several days to get support from him. Shelby broached the subject of us taking a more active role, but we haven't made any formal arrangements to that end.</i>		
	<i>The Housing office is connected to City Hall via a separate firewall that should be administered by the City's IT staff. A compromise of the Housing Commission's network would likely lead to a compromise of the City network – oversight of network security is something we feel strongly should be done from here.</i>		
Finance	Payroll processing/benefits administration	52	\$ 2,455.98
	Payroll changes/new hire processing	26	\$ 913.52
	Fulfill Rebeca's budget requests	20	\$ 1,041.17
	Fulfill Rebeca's audit requests	10	\$ 520.59
	City audit reporting	10	\$ 520.59
	Work with vendors and Housing to clear up invoice issues impacting City accounts	12	\$ 469.34
	Invoice Housing for payroll services	12	\$ 421.63
	Benefits administration	48	\$ 2,267.06
	Flex admin fee \$4/person		\$ 48.00
	Retirement (pension estimate requests, discussions, etc.)	10	\$ 520.59
	Sub Total	200	\$ 9,178.47
TOTAL		362	\$ 19,170.41

ADMINISTRATIVE SERVICES CONTRACT

This Administrative Services Agreement is made as of _____, 2024, between the Wyoming Housing Commission, a Michigan public body corporate of 2450 36th St SW, Wyoming, MI 49519 (**WHC**) and the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**).

RECITALS

- A. Under 1933 (ex. sess.) PA 18, MCL 125.651 *et seq.* (PA 18), City incorporated WHC for all purposes under PA 18 and under PA 18, WHC owns and operates housing in City's jurisdiction and provides other housing programs and services under applicable federal and state laws, rules, and regulations, most particularly programs funded by the United States Department of Housing and Urban Development (**HUD**).
- B. In addition to authorizing its incorporation of WHC, PA 18 authorizes City to "purchase, acquire, construct, operate, improve, extend, or repair housing facilities and eliminate housing conditions that are detrimental to the public peace, health, safety, morals or welfare" (MCL 125.652).
- C. The municipal partnership act, 2011 PA 258, MCL 124.111 *et seq.*, authorizes a local government (defined by MCL 124.112(c)) to include a city) and a public agency (defined, by MCL 124.112(d)) to include any single- or multi-purpose public body corporates, such as WHC) to "enter into a contract with each other to form a joint endeavor to perform or exercise any function, service, power, privilege that the local government or public agency could each exercise separately" (MCL 124.113).
- D. To operate effectively, WHC requires the administrative services as listed on the attached **Exhibit A (Services)** that City is able to provide at a cost that is lower and an effectiveness that is greater than WHC could provide for itself by retaining staff or contracting with other parties.
- E. City is willing to provide the Services for a payment by WHC of the amounts determined pursuant to **Exhibit B (Annual Fee)**, even though the Annual Fee does not cover all the cost City incurs to provide the Services because City is committed to addressing the housing needs of those of limited means in the greater community.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by the Contract, particularly their mutual desire to enhance housing and housing opportunities within City's jurisdiction, the parties agree:

1. Services. City staff will provide WHC the Services on an as-needed and reasonable when-needed basis, subject to City staff availability and work priorities.
 - A. WHC shall request a Service directly from the director of the City department providing the Service or that director's designee. WHC shall, when reasonably feasible, request a Service well in advance of deadlines and collaboratively coordinate with City personnel providing the Service so it is provided in a mutually acceptable time and manner. The parties desire that the Services provided reasonably meet WHC's needs without unduly disrupting other work and priorities of the City personnel providing them.
 - B. If either WHC or a City department director has a concern about a request for Service, the timeliness or quality of any Service, or the priority for providing a Service among other departmental responsibilities, either may contact the City Manager to address the concern. The City Manager shall address the concern in the manner the City Manager deems most appropriate, and, among the City Manager's approaches, the City Manager may permanently or temporarily reassign staff or responsibilities, authorize requests to the City Council for budget amendments, seek to engage temporary staff or outsource some work, or take other measures to address the respective needs and responsibilities.
2. Payment. WHC shall pay the fixed Annual Fee for the Services provide in Exhibit B. That Annual Fee shall be paid in 12 equal monthly installments within 30 days of WHC's receipt of a City invoice, which will be delivered by email to WHC's Executive Director or the Executive Director's designee.
3. Periodic Review. The parties commit to reviewing the list of Services in Exhibit A and Annual Fee in Exhibit B at least once every three years beginning before December 31, 2026, and then before December 31 of each third year after that, to determine whether they believe the list of Services in Exhibit

A should be modified to add, delete, or alter the description of any listed Service and/or to modify the Annual Fee after considering any changes in HUD programming and requirements, changes in WHC or City staffing, changes in WHC's or City's financial condition, changes in City or WHC priorities, changes in needed Services or the costs of providing Services, and any other factors either party deems relevant. If the parties determine no changes are needed in either Exhibit A or Exhibit B, they shall note that conclusion on a copy of each Exhibit, and then sign and date it to show the required review was completed.

4. Term and Termination. The term of this Contract shall be 21 years, ending December 31, 2044. However, either party may terminate this Contract with 180 days written notice to the other party. If notice is to City, it shall be delivered to the City Manager and if it is to WHC, it shall be delivered to its Executive Director.

4. General Provisions.

A. This Contract constitutes the entire agreement between the parties with respect to its subject matter. It supersedes and replaces all other agreements between the parties regarding its subject matter, including, without limitation, the January 1, 2006, Agreement between the City of Wyoming and the Wyoming Housing Commission.

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

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

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

WYOMING HOUSING COMMISSION

CITY OF WYOMING

By: _____
Rebeca Venema, Executive Director

By: _____
Kent Vanderwood, Mayor

Date signed: _____, 2024

By: _____
Kelli A. VandenBerg, City Clerk

Approved by Housing Commission at its meeting of _____, 2024

Date signed: _____, 2024

Approved as to form:

Scott G. Smith, City Attorney

Approved by City Council at its meeting of _____, 2024.

EXHIBIT A

LIST OF ADMINISTRATIVE SERVICES

Human Resources & Risk Management

Hiring
Collective bargaining contract negotiations and interpretation
Performance appraisals and wage increases
Trainings (Risk and HR)
Trainings (cost of trainers coming in)
Grievances and other employment issues
Employee disciplinary actions and terminations
Tuition reimbursement
Workers' disability compensation administration
Family and Medical Leave Act administration
Language incentive pay administration
Employee Assistance Program costs
Risk Control services
Retirement program administration
Civil Rights Policy administration and compliance
Wage survey
Reviewing and updating job descriptions

Legal inquiries and legal opinions
Assisting in HR and risk management
Assisting with disputes with landlords
Reviewing contracts

Information Technology

Security awareness training licenses and administration
Help desk - miscellaneous support
Email hosting and support
Computer hardware acquisition
Software evaluation and acquisition
Website maintenance
Cybersecurity activities
Training

Finance

Payroll processing/benefits administration
Payroll changes/new hire processing
Budgeting support
Auditing support
Preparing WHC data for City audit report
Work with vendors and WHC to address invoice issues impacting City accounts
Retirement (pension estimate requests, discussions, etc.)

Legal

Tenant disputes, evictions

1st Triennial Review

WHC and City representatives reviewed this list of Administrative Services and the Annual Fee on Exhibit B and determined no changes were needed. (If changes were needed, revised, replacement exhibits have been prepared and signed in lieu of this certification.)

Executive Director, WHC

City Manager

_____, 2026

2nd Triennial Review

WHC and City representatives reviewed this list of Administrative Services and the Annual Fee on Exhibit B and determined no changes were needed. (If changes were needed, revised, replacement exhibits have been prepared and signed in lieu of this certification.)

_____, 2029

3rd Triennial Review

WHC and City representatives reviewed this list of Administrative Services and the Annual Fee on Exhibit B and determined no changes were needed. (If changes were needed, revised, replacement exhibits have been prepared and signed in lieu of this certification.)

_____, 2032

4th Triennial Review

WHC and City representatives reviewed this list of Administrative Services and the Annual Fee on Exhibit B and determined no changes were needed. (If changes were needed, revised, replacement exhibits have been prepared and signed in lieu of this certification.)

_____, 2035

5th Triennial Review

WHC and City representatives reviewed this list of Administrative Services and the Annual Fee on Exhibit B and determined no changes were needed. (If changes were needed, revised, replacement exhibits have been prepared and signed in lieu of this certification.)

_____, 2038

6th Triennial Review

WHC and City representatives reviewed this list of Administrative Services and the Annual Fee on Exhibit B and determined no changes were needed. (If changes were needed, revised, replacement exhibits have been prepared and signed in lieu of this certification.)

_____, 2041

EXHIBIT B

ANNUAL FEE AMOUNT AND ANNUAL ADJUSTMENT

A fixed Annual Fee shall be paid during each calendar year. Beginning January 1, 2024, that Annual Fee will be \$10,000 for the 2024 calendar year.

The monthly installment will be due the first of each month for services to be rendered during that month.

The Annual Fee will be adjusted annually by multiplying the current calendar year's Annual Fee by the Capped Value Inflation Rate Multiplier annually determined by Michigan's State Tax Commission for the subsequent calendar year, provided that Capped Value Inflation Rate Multiplier is not less than 1.0. If the Capped Value Inflation Rate Multiplier is less than 1.0, the Annual Fee shall remain unchanged.

This means an annual increase will not exceed 5.0% and the fee will not decrease from one year to another. The parties agree this approach allows for some budget certainty. In addition, because the Annual Fee does not cover all City costs of providing the Services, this ensures City will not suffer a further loss.

Thus, for the 2025 calendar year, the Annual Fee will be determined by multiplying the Annual Fee amount stated above by the Capped Value Inflation Rate Multiplier. If the State Tax Commission determines the Capped Value Inflation Rate Multiplier for 2025 is 1.041 the calculation is:

$$\$10,000 \times 1.041 = \$10,410$$

For illustration, the following table shows the State Tax Commission's Inflation Rate Multiplier since the start of Michigan' Proposal A approved by Michigan voters in 1994, excerpted from the Michigan State Tax Commission Bulletin 16 of 2023 dated October 23, 2023.

Historical Inflation Rate Multipliers

The following is a listing of the inflation rate multipliers used in the Capped Value and "Headlee" calculations since the start of Proposal A.

Year	IRM
1995	1.026
1996	1.028
1997	1.028
1998	1.027
1999	1.016
2000	1.019
2001	1.032
2002	1.032
2003	1.015
2004	1.023
2005	1.023
2006	1.033
2007	1.037
2008	1.023
2009	1.044

Year	IRM
2010	0.997
2011	1.017
2012	1.027
2013	1.024
2014	1.016
2015	1.016
2016	1.003
2017	1.009
2018	1.021
2019	1.024
2020	1.019
2021	1.014
2022	1.033
2023	1.05 (Capped Value) 1.079 (Headlee)
2024	1.05 (Capped Value) 1.051 (Headlee)

RESOLUTION NO. _____

RESOLUTION TO ACCEPT QUOTES FOR LIGHT AND HEAVY
AUTOMOTIVE VEHICLE MAINTENANCE AND REPAIR SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize light and heavy automotive vehicle maintenance and repair services from Kleyn Mobile Repair LLC and State Spring Service, Inc. using the City of Grand Rapids cooperative bid pricing.
2. It is also recommended City Council accept quotes from Neal's Automotive Parts, Inc., K&R Truck Sales, Inc. (dba West Michigan Mobile Mechanic), Valley Truck Parts, Inc., Rodriguez Tire and Wheel, LLC, and McCallister Machinery Co., Inc. to provide light and heavy automotive vehicle maintenance and repair services.
3. It is estimated the City will spend approximately \$250,000.00 for light and heavy automotive vehicle maintenance and repair services.
4. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes automotive vehicle maintenance and repair services from Kleyn Mobile Repair LLC and State Spring Service, Inc. using the City of Grand Rapids cooperative bid pricing.
2. The City Council accepts quotes for light and heavy automotive vehicle maintenance and repair services from Neal's Automotive Parts, Inc., K&R Truck Sales, Inc. (dba West Michigan Mobile Mechanic), Valley Truck Parts, Inc., Rodriguez Tire and Wheel, LLC, and McCallister Machinery Co., Inc.
3. The City Council authorizes the Mayor and City Clerk to sign the contracts.
4. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Contracts/Quotes

Resolution No. _____

STAFF REPORT

Date: March 20, 2024
Subject: City Vehicle and Equipment Maintenance and Repair Service Contracts
From: Jay VanDyke, Assistant Director of Public Works - Maintenance
CC: Myron Erickson
Meeting Date: April 1, 2024

RECOMMENDATION:

It is recommended the City Council authorize the Mayor and City Clerk to execute the attached contracts with multiple vendors for light and heavy automotive vehicle maintenance and repair services and approve the associated budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

Proper, timely maintenance and repair of City vehicles and equipment is necessary to ensure that City functions can be performed in a safe and effective manner. In order to maintain a high level of service to the various departments that the Fleet Services Division supports, an increase in outsourced repair work is necessary.

DISCUSSION:

The Fleet Services Division of Public Works completes in-house vehicle and equipment repairs with City staff whenever possible, but due to several recent departures does not currently have adequate staffing levels to provide prompt repairs. To address this, an increase in outsourced vehicle and equipment repairs is necessary.

Multiple vendors that have historically provided work with the City, as well as vendors that had existing contracts with the City of Grand Rapids were contacted to provide repair pricing.

The following vendors honored the City of Grand Rapids bid pricing: Kleyn Mobile Repair, LLC, for a not to exceed contract pricing of \$120,000, through April 30, 2026; and State Spring Service, Incorporated, for a not to exceed contract pricing of \$10,000, through March 31, 2026.

Several other local vendors that have historically performed vehicle and equipment repair work for the City also provided pricing: Neal's Automotive Parts, Incorporated, for a not to exceed contract pricing of \$40,000 through April 30, 2025; K&R Truck Sales, Inc. (dba West Michigan Mobile Mechanic), for a not to exceed contract pricing of \$20,000 through April 30, 2025; Valley Truck Parts, Incorporated, for a not to exceed contract pricing of \$40,000 through April 30, 2025; Rodriguez Tire and Wheel LLC, for a not to exceed contract pricing of \$25,000 through April 30, 2025; and McCallister Machinery Co., Incorporated, for a not to exceed contract pricing of \$100,000 through December 31, 2024.

A variety of vendors is necessary to provide flexibility, accommodate specialized repairs, and ensure timely repairs.

Due to the increased amount of outsourced work, a budget amendment in the amount of \$250,000 in the affected account is necessary.

BUDGET IMPACT:

Pending approval of the attached budget amendment, sufficient funds are available in the Motor Pool, Equipment Operations, Repairs and Maintenance account: 661-441-58200-930.000

ATTACHMENTS:

Contracts
Budget Amendment

CITY OF WYOMING

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

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

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

Contractor means: K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic
(Name of contracting entity)
A. Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2051 Burlingame SW
(Contractor's street address)
Wyoming, MI 49509
(Contractor's city, state & zip)

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

Effective Date means: April 2, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified in the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

This contract ends April 30, 2025. This contract is not to exceed \$20,000.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Keill A. Vandenberg, City Clerk

Date signed: _____, 20____

Approved as to form: _____

Contractor: K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic

By: _____
(Signature officer, director, or principal of Contractor)
Justin Weavers
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: March 21, 2024

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200>.

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

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

4. Qualifications. Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfor.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:

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

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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

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

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

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

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

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

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

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



Grand Rapids
616-241-4656

Holland
616-392-8377

Kalamazoo
269-345-2183

Lansing
517-487-5908

Muskegon
231-733-2157

WEST MICHIGAN
MOBILE MECHANIC
616-247-0802

Don,

It was a pleasure to meet with you and discuss our future opportunities with the City of Wyoming. We look forward to assisting you in your repair needs. As we talked about, we are equipped to handle most repairs in-house here or we can come to your shop. These include but are not limited to, brakes, tires (coming soon), suspension, steering, transmission replacements, clutch replacements, drivelines, A/C repair, Dot inspections, hydraulic repairs, electrical and more. We can perform repairs on all makes. What we cannot do here, we can shuttle to our other locations for needed repairs. We offer pick up and drop off of units for repair if needed. We do have you already set up in our system to mirror the pricing on parts you receive from WMI, National Fleet parts pricing. Our service pricing is as follows. If you have any questions, please feel free to call me or email me at any time. Again, we look forward to working with you.

In shop

\$135.00/hour

On Site

\$175.00/hour

\$2.50/mile

After Hours

\$185.00/hour

\$2.50/mile

\$85.00 after hours fee

CITY OF WYOMING

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

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

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

Contractor means: Valley Truck Parts, Inc.
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
1900 Chicago Dr SW
(Contractor's street address)
Grand Rapids, MI 49519
(Contractor's city, state & zip)

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

Effective Date means: April 2, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified in the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

This contract will end on April 30, 2025. This contract is not to exceed \$40,000.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

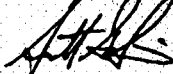
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming


By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Contractor: Valley Truck Parts, Inc.

By: _____

(Signature of Contractor, or principal of Contractor)
Chuck Neitzler, CEO
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 3/25, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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

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

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

4. **Qualifications.** Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

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A. Contractor shall provide the following insurance:

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Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

Quote for City of Wyoming



March 22, 2024

The Following Pricing will be in effect for the City of Wyoming for Truck Services performed by Valley Truck Parts:

LABOR:

Labor Rate Per Hour: **\$150.00/Hour**

PARTS TEMPLATE:

Price Class	Level	%
AAM	Jobber	95%
ALN	Cost	130%
BCA	Jobber	100%
CHE	Cost	130%
DTO	Cost	140%
ETN	Cost	135%
FUL	Cost	130%
FUL-BULKA	Cost	142%
FUL-BULK B	Cost	162%
FUL-BULK C	Cost	192%
FUL-BULK D	Cost	322%
HYD	Cost	135%
NAT	Jobber	100%
NEA	Cost	140%
RWA	Cost	140%
RWD	Cost	140%
SPC	Jobber	100%
SPD	Cost	140%
TIM	Jobber	100%
UNT	Jobber	90%
WEA	Jobber	100%

Chuck Noordyke, CFO
Valley Truck Parts, Inc.

Jay VanDyke – Asst Director of Public Works
City of Wyoming

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$0,500)
(NO RFP)

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

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

Contractor means: State Spring Service, Incorporated
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
7349 S Division Ave
(Contractor's street address)
Grand Rapids, MI 49548
(Contractor's city, state & zip)

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

Effective Date means: April 2, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified in the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

This contract will start on Year 2 pricing. This contract will end on March 31, 2026. This contract is not to exceed \$10,000.

(If entry above the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: State Spring Service, Incorporated

By: _____
Kent Vanderwood, Mayor

By: Karen Hume
(Signature of officer, director, or principal of Contractor)
Karen Hume - Office Manager
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 3-20, 2024

Date signed: _____, 20____

Approved as to form: [Signature]

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200>.

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

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

4. **Qualifications.** Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

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

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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

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

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

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

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

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

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

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

Solicitation Response - Cost Sheet

Item #	Effective dates:	Year 1 04/01/2023 - 03/31/2024	Year 2 04/01/2024 - 03/31/2025	Year 3 04/01/2025 - 03/31/2026
Section I - Components and Parts				
1. % Discount	Percent discount from list pricing for O.E.M. new, unused parts and components, ordered on an "as needed" basis by the City project manager.	<u>30</u> %	<u>30</u> %	<u>30</u> %
2. % Discount	Percent discount from list pricing for non-O.E.M. new, unused parts and components, ordered on an "as needed" basis by the City project manager.	<u>30</u> %	<u>30</u> %	<u>30</u> %

Provide options and details on a current parts catalog (e.g. online, printed, etc) that is able to be provided to the City:

Section II - Services / Repairs

2. 1 Hour	Repair rate, In-Shop Repair: all-inclusive billable hourly rate for "as needed" repair services as specified herein.	<u>\$105</u> /hour	<u>\$110</u> /hour	<u>\$115</u> /hour
3. 1 Hour	Repair rate, Field Service Repair: all-inclusive billable hourly rate for "as needed" repair services as specified herein.	<u>\$N/A</u> /hour	<u>\$N/A</u> /hour	<u>\$N/A</u> /hour
4. %	Misc. shop supplies: percentage of labor and the maximum total amount to be charged for any misc. shop supplies, shop materials, incidentals and/or applicable disposal costs, added to the invoice amount	<u>8</u> %	<u>8</u> %	<u>8</u> %

Maximum misc. shop supplies cost: _____

Describe the method used to calculate repair labor rates:

Try and figure overhead costs

List additional charges that may be applicable for ordering parts and services, such as delivery charges:

UPS Charge for special order parts. Have not ever had to charge for UPS or delivery. We try and stock everything that you need or can usually get next day no freight.

Specify any payment discounts offered (e.g. 2%/10 net 30):

N/A

Parts core charges/credits:

Provide a brief overview of your company's core charge/credit program, including any processes, costs, refunds or credits, terms and conditions, etc:

Company Name _____

CITY OF WYOMING

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

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

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

Contractor means: Rodriguez Tire & Wheel, LLC
(Name of contracting entity)
A. Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
1231 Burton St SW
(Contractor's street address)
Wyoming, MI 49509
(Contractor's city, state & zip)

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

Effective Date means: April 2, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

This contract ends April 30, 2025. This contract is not to exceed \$25,000.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Contractor: Rodriguez Tire & Wheel, LLC

By: _____
(Signature of officer, director, or principal of Contractor)
MIKE RODRIGUEZ OLIVER
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 3/25, 2024

Approved as to form:

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200>.

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

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

4. **Qualifications.** Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcra.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

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

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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

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

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

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

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

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

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

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



CAR SERVICE

LABOR RATE INFO

LABOR PER HOUR <small>(GENERAL MECHANIC & SUSPENSION)</small>	\$110
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MECHANICAL SERVICES

ENGINE OIL CHANGE	\$80-\$100
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ALIGNMENT	\$89
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BRAKES <small>(PER AXEL - INCLUDES PARTS/LABOR)</small>	\$350-\$400
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AC SERVICE <small>(VACUUM TEST & RECHARGE W/ DYE)</small>	\$125
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TIRE SERVICES

MOUNT & BALANCE <small>(INCLUDES TIRE DISPOSAL)</small>	\$100
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FLAT REPAIR	\$25
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ROTATIONS	\$15
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(FREE LIFE TIME FLAT REPAIRS & ROTATIONS W/PURCHASE OF (4) NEW TIRES)

CITY OF WYOMING

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

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

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

Contractor means: Neal's Automotive Parts, Incorporated
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2111 Chicago Dr SW
(Contractor's street address)
Grand Rapids, MI 49509
(Contractor's city, state & zip)

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

Effective Date means: April 2, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified in the Proposal.

TERMS AND CONDITIONS

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

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

This contract will end on April 30, 2025. This contract is not to exceed \$40,000.
(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

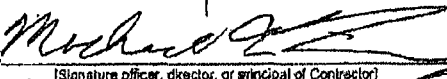
- If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
- This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Neal's Automotive Parts, Incorporated

By: _____
Kent Vanderwood, Mayor

By: 
(Signature of officer, director, or principal of Contractor)
Michael A. Henning
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 3/20, 2024

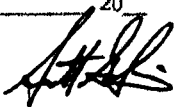
Date signed: _____ 20____
Approved as to form: 

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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

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

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statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

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influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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

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

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

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

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

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

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

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



2111 CHICAGO DR. S W GRAND RAPIDS, MICHIGAN 49509 PHONE 616-245-0436 FAX 616-245-9060

For the City of Wyoming Neal's Truck Parts will charge a hourly labor rate of \$120.00 per hour on all repairs.

Thank You,

Mike Henning

CITY OF WYOMING

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

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

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

Contractor means: McCallister Machinery Co., Inc.
[Name of contracting entity]
An Indiana corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
6300 Southeastern Ave
[Contractor's street address]
Indianapolis, IN 46203
[Contractor's city, state & zip]

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

Effective Date means: April 2, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

This contract ends December 31, 2024. This contract is not to exceed \$100,000.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: McCallister Machinery Co., Inc.

By: _____
Kent Vanderwood, Mayor

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

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Date signed: _____, 20__

Approved as to form: 

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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

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

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

4. **Qualifications.** Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

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

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

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F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

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B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

2024 Michigan CAT Labor Rates - Effective January 1, 2024

<u>Operation</u>	Shop Regular	Shop Premium	Field Regular	Field Premium
General Repair	\$ 158.00	\$ 210.00	\$ 187.00	\$ 249.00
Engine Dyno	\$ 158.00	\$ 210.00		
EPG CSA	\$ 158.00	\$ 210.00	\$ 158.00	\$ 210.00
EPG Start UP under 400kw	\$ 158.00	\$ 210.00	\$ 158.00	\$ 210.00
EPG Start Up 400Kw-1000Kw	\$ 187.00	\$ 249.00	\$ 187.00	\$ 249.00
Hydraulics	\$ 158.00	\$ 210.00	\$ 187.00	\$ 249.00
Industrial	\$ 158.00	\$ 210.00	\$ 187.00	\$ 249.00
Lube Truck (Corporate)	\$ 158.00	\$ 210.00	\$ 158.00	\$ 210.00
Marine	\$ 158.00	\$ 210.00	\$ 187.00	\$ 249.00
Onsite	\$ 158.00	\$ 210.00	\$ 187.00	\$ 249.00
Overtime	\$ 198.00	\$ 210.00	\$ 234.00	\$ 249.00
Paint	\$ 158.00	\$ 210.00		
EPG Start Up - over 1000kw	\$ 206.00	\$ 274.00	\$ 206.00	\$ 274.00
Rebuild	\$ 140.00	\$ 140.00	\$ 187.00	\$ 249.00
Service Emergency After Hours	\$ 198.00	\$ 210.00	\$ 234.00	\$ 249.00
Steam	\$ 135.00	\$ 135.00		
Travel			\$ 158.00	\$ 158.00
Undercarriage	\$ 140.00	\$ 187.00	\$ 187.00	\$ 249.00
Weld	\$ 158.00	\$ 210.00	\$ 187.00	\$ 249.00

CITY OF WYOMING

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

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

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

Contractor means: Kleyn Mobile Repair LLC
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
6680 Wilshere Dr
[Contractor's street address]
Jenison, MI 49428
[Contractor's city, state & zip]

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

Effective Date means: April 2, 2024. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B, which is the Contract Amendment – Extension from the City of Grand Rapids. The Proposal will be using the same pricing for the City of Wyoming beginning with Year 2.

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

This contract will begin using "Year 2" pricing. This contract is not to exceed \$120,000. This contract ends April 30, 2026
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

- 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.
- This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Kleyn Mobile Repair LLC

By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: March 20, 2024

Date signed: _____, 20__

Approved as to form: [Signature]

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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

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

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

4. Qualifications. Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:

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

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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

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

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

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

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

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

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

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

Company Name:	Kleyn Mobile Repair llc	Contact Name:	Joseph Kleyn
Company Phone #:	616-209-7007	Contact Phone:	616-209-7007
Company Fax #:	616-209-7008	Contact E-mail:	joe@kleynmobile.com
Company Address:	6680 Wilshere Dr, Jenison, Mi, 49428		
Website Address	kleynmobile.com	Federal Taxpayer ID #:	26-0662145

Extension – Year 4, Effective Dates: 5/19/2023 through 5/18/2024

ITEM #		YEAR 1	YEAR 2	YEAR 3
Section I – General Preventive Maintenance and Repairs				
1.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 a.m. through 4:30 p.m.	\$135.00/Hr.	\$145.00/Hr.	\$155.00/Hr.
2.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
3.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
4.	% Material Costs: Percentage to be added to invoice for OEM materials furnished. Verification of Contractor's parts cost shall be available upon request of the Project Manager.	30 %	30 %	30 %
Section II – Engine Repair				
5.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 a.m. through 4:30 p.m.	\$135.00/Hr.	\$145.00/Hr.	\$155.00/Hr.
6.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
7.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
8.	% Material Costs: Percentage to be added to invoice for O.E.M. materials furnished. Verification of Contractor's parts cost shall be available upon request of the Project Manager.	30 %	30 %	30 %
Section III – Mobile Repairs				
9.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 am through 4:30 pm.	\$135.00/Hr.	\$145.00/Hr.	\$155.00/Hr.
10.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
11.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
12.	% Material Costs: Percentage to be added to invoice for O.E.M. materials furnished. Verification of Contractor's parts cost shall be available upon request of the Project Manager.	30 %	30 %	30 %
State Mobilization Charge, if any: _____ Specify if there is a minimum billing charge for Mobile Repairs: _____				
Section IV – Pick Up and Delivery				
13.	1 Each Complete round trip charge for transportation of equipment for service.	\$0/Ea.	\$0/Ea.	\$0/Ea.

Contractor: _____

QUESTIONNAIRE

Specify the names and certifications of persons that shall be assigned for the services proposed herein:

Name	Certifications
Brandon Haverdink	Master EVT, State and ASE
Jared Wesorick	EVT, and State
Luke Bruinsma	EVT and State
Paul Edwards	EVT and State

Copies of all licenses/certifications are included with the bid response? Yes No

Security and Protection of the City's Equipment

The City requires that equipment in for repair be in a secure area at all times. Can you comply? Yes No

If no, please explain in detail:

The City requires that GRFD fire apparatus equipment shall be provided with indoor storage during the entire time the unit is in for service (i.e., pre-service, during service, and post service). Can you comply? Yes No

If no, please explain in detail:

Equipment Maintenance Downtime:

The City desires that each preventive maintenance service shall be completed in three business days or less. Can you comply? Yes No

If no, please explain in detail:

The City may desire 48- hour emergency/rush priority services and turnaround time, when designated by the City's Project Manager, at the prices contained on the bid form herein. Can you comply? Yes No

If no, please explain in detail including any additional charges:

Specify what priority shall be given to the City of Grand Rapids mechanical service projects on a scale of 1 - 10, 1 being fastest service priority over other mechanical service jobs: 1.

Do you provide 24-hour 7 days a week emergency service? Yes No .

Specify any additional costs associated with an emergency service request:

Contractor: _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
TO REPAIR THE 62A DISTRICT COURT ELEVATOR

WHEREAS:

1. As detailed in the attached staff report, the elevator at the 62A District Court stopped working in November of 2023.
2. Various alternatives from complete replacement to repairs were considered and it was determined to move forward with repair of the elevator.
3. It is recommended City Council accept a proposal from KONE Inc. to repair the elevator in the total estimated amount of \$87,800.00 using the OMNIA Partners cooperative purchasing contract.
4. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from KONE Inc. to repair the 62A District Court elevator in the total estimated amount of \$87,800.00.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: March 18, 2024
Subject: 62A District Court Passenger Elevator Hydro Modernization Project
From: Troy Rinks, Facilities Maintenance Foreman
Date of Meeting: April 1, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal for the 62A District Court Passenger Elevator Hydro Modernization Project on the passenger elevator, located in the lobby of the 62A District Court Building, from KONE Inc. for \$87,800.00 using Omnia Contract #EV2516; authorize the Mayor and City Clerk to execute the associated contract; and approve the necessary budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

The passenger elevator was installed in the 1970's and is necessary for daily 62A District Court operations. It is needed and used daily by guests, citizens, staff, and keeps the City in compliance with the Americans with Disabilities Act.

DISCUSSION:

In November of 2023, the lobby passenger elevator in the 62A District Court building stopped working. City staff contacted the contractor (KONE Inc.) that is responsible for the elevator maintenance for repairs. KONE Inc. completed an inspection and determined that the elevator could not be repaired to function in a safe manner and be compliant with the State of Michigan's Licensing and Regulatory Affairs Division requirements.

Staff evaluated several alternatives, from complete replacement to minimum repair/modernization/compliance. Since a complete replacement would cost over \$250,000, it was decided to solicit proposals for the baseline repair/modernization/compliance.

Proposals were solicited from two local qualified contractors with a history of performing work at City facilities. Both contractors submitted comparable proposals as follows:

KONE Inc.	\$ 87,800.00
Elevator Service LLC.	\$114,230.00

After reviewing the results, it is recommended that the City Council authorize KONE Inc., to perform the work for a total amount of \$87,800.00 using the Omnia Contract #EV2516. The OMNIA Partners cooperative contracts are a set of cooperative purchasing agreements that are designed to streamline the procurement process, provide competitive pricing, and ensure compliance with procurement regulations for government agencies. This specific contract was procured by the city of Kansas City, Missouri.

These repairs will allow the elevator to meet all current building code, ADA compliance, and safety requirements, and should add several decades of life to the unit. The projected completion date is early fall of 2024.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Capital Projects Revolving Fund, Capital Outlay account 800-000-57300-975.000, pending approval of the attached budget amendment.

ATTACHMENTS:

Proposal Document

Omnia Contract

CITY OF WYOMING

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

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

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

Contractor means: Kone Inc.
[Name of contracting entity]
A Delaware corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5300 Clay Ave SW
[Contractor's street address]
Grand Rapids, MI 49548
[Contractor's city, state & zip]

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

Effective Date means: March 19, 2024. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B. Which includes the Omina Partners Facility Repair and Maintenance Contract - EV2516 Elevator and Escalator Maintenance and Repair Services.

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

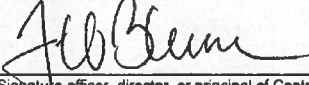
By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Contractor: Kone Inc.

By: 

[Signature officer, director, or principal of Contractor]
Jeff Blum, Senior Vice President

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

Date signed: 3/14, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Qualifications. Contractor represents and promises that:

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

B. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speaking English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

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

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged

in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

5. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the Proposal.

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

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

7. Records. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

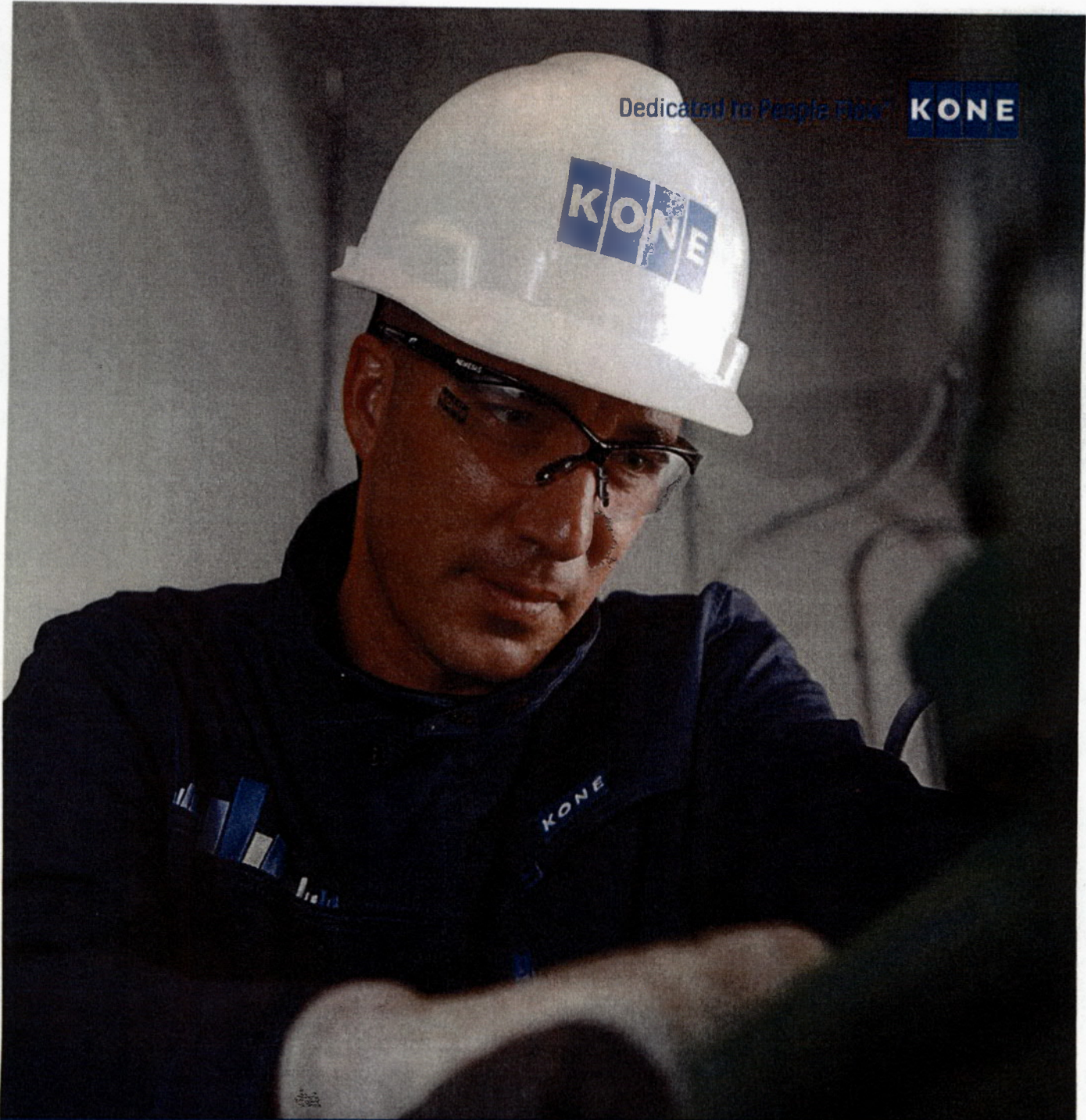
10. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



Dedicated to People Flow™



KONE

KONE MODERNIZATION PROPOSAL

Proposal: City of Wyoming- 62A DISTRICT COURT - Hydro Mod
Proposal Date: 01/03/2024



01/03/2024

KONE Inc.
Elevators & Escalators

5300 Clay Ave SW
Grand Rapids, Michigan, 49548
Mobile
Work 616-401-3664
marah.weinburger@kone.com
www.kone.us

Dear Troy Rinks,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$87,800**

2650 DEHOOP AVE SOUTHWEST
Wyoming, Michigan 49509

- **This proposal is based on using the OMINA contract and compliance options for solicitation.**
- This proposal is based on 2024 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: 3 weeks per unit for modernization + 2-3 days for inspection.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

Marah J. Weinburger



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Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades



1. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



founded in

1910

More than 100
years of
experience in
the elevator
industry

over
150k
installation yearly
worldwide

over
1.4M
units
maintained

60,000+
employees



550,000
customers worldwide

9

"World's Most Innovative
Companies"
awards by Forbes

Value for your project

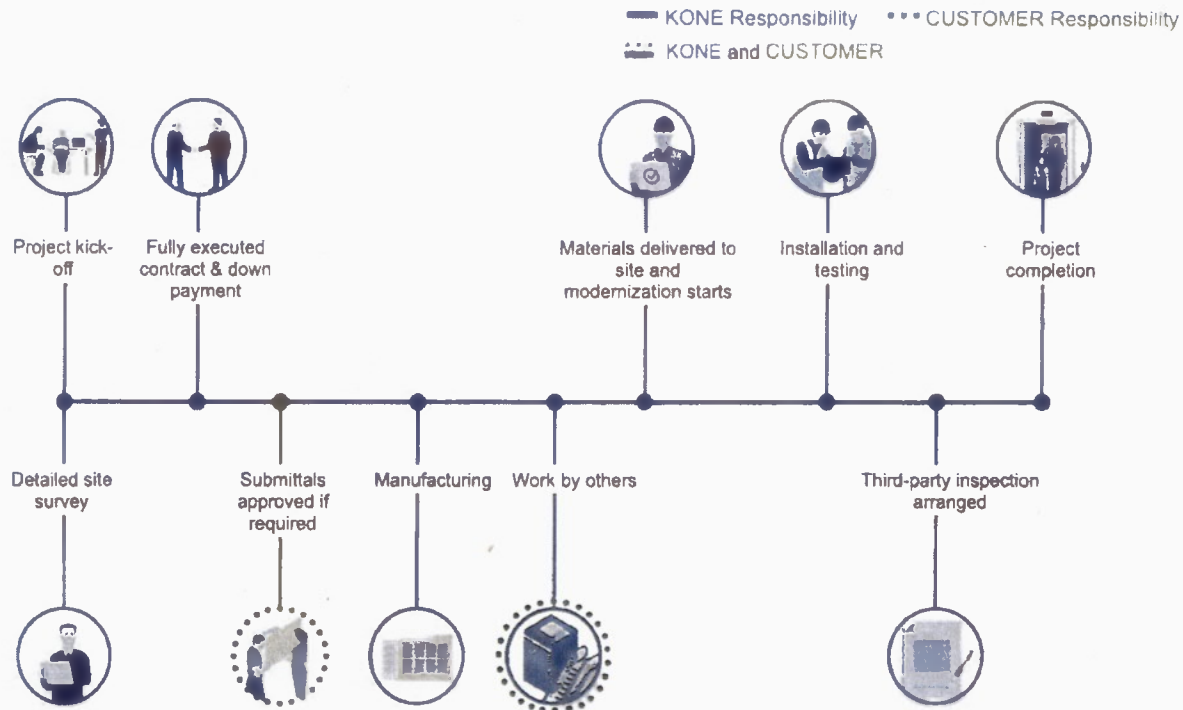
KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards



2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1 Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2 Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades



OMNIA- SOLICITED AND APPROVED

Exhibit 4

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract
(Reference GENRL-EV2516 dated December 1st, 2018)**

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

3. Your solution

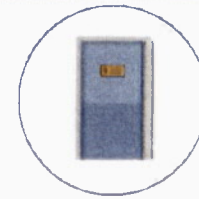
Equipment #	20039166
Address	2650 DEHOOP AVE SOUTHWEST, 49509, Wyoming
Rated load	2500 lbs
Rated speed	125 fpm
Travel height	26 ft 4 in
Number of floors	3 floors / 3 front openings



Electrification

KONE HydroMod DX

KONE HydroMod DX is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE HydroMod DX is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

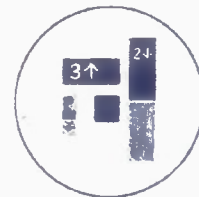


A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

Fixtures

KONE KSS 570 Signalization

KONE KSS 570 signalization offers a high degree of flexibility to meet the needs of your building. Choose from a wide range of aesthetic options to match the look and feel of your elevator and complement your lobby design. Eco-efficient LED call registration illumination with a choice of colors (amber, white, blue). Dimming feature when elevator not in use. Increases safety and accessibility of elevator users.



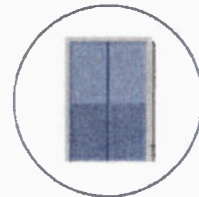
KSS signalization meets national codes of North America:

- Safety Code for Elevators and Escalators, ASME A17.1/CSA B44
- Elevator and Escalator Electrical Equipment, ASME A17.5/CSA B44
- Accessible and Usable Buildings and Facilities, ICC/ANSI A117.1
- Americans with Disabilities Act Accessibility Guidelines, ADAAG

Doors

MAC Door Equipment

A new car door operator shall be installed and arranged to automatically open and close the car door panel. The opening and closing shall be made smoothly and shall be cushioned at both final limits of travel. The door operator shall be arranged so that, in the event of a power failure of the operating circuits, the car doors cannot be readily opened by hand from within the elevator cab. The elevator shall not be able to move away from a landing until the car door panel is fully closed. The car door shall be equipped with a contact, which will prevent operation of the car unless the car door is closed. The contact shall be of the approved type and tested as required by code.





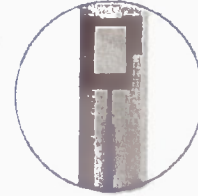
Hydraulic equipment

Field Pipe & Accessories

New field pipe and or accessories shall be provided as required.

Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.



Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.

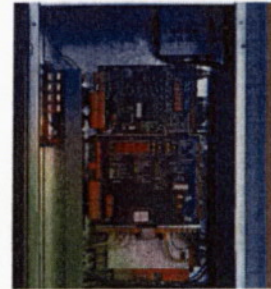


Solution details

Elevator 20039166 / Solution 1

Electrification

Product name	KONE HydroMod DX
Elevator group size	Simplex
Number of floors served	3
Code year	2016
Speed [FPM]	125
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	480
Type of power unit	Submersible
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
New motor size (hp)	30
Motor Starts per Hour	80 Standard
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 2-D type will be provided.
Qty of COPs	1
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).





Fixtures

Product name	KONE KSS 570 Signalization- VANDAL RESISTANT
Elevator group size	Simplex
Number of floors served	3
Code year	2016
Capacity [LBS]	2500
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car fixture material	Car fixture material finish will be #4 stainless steel.
Qty of COPs	1
Hall fixture display color	Amber
Hall fixture material	Hall fixture material finish will be #4 stainless steel.
Qty of hall stations (6.6" X 25")	3
Qty of car direction lanterns	1
Fire keyswitch type	FEO-K1 National Code
Jamb braille	New code compliant elevator jamb braille will be provided.
Qty of hoistway access switches	2



Doors

Product name	MAC Door Equipment
Number of floors served	3
NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	Single speed center opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.

Hydraulic equipment

Product name	Field Pipe & Accessories
Capacity [LBS]	2500
Speed [FPM]	125
Field Pipe Length (in)	240
Field Pipe Size	2"
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.
New field pipe	All existing oil line piping (including the victaulic couplings) leading from the hydraulic cylinder(s) to the Power Unit will be replaced. This work will include provision of the necessary victaulic couplings. Schedule 40 pipe will be utilized.



Product name	Power Unit
Capacity [LBS]	2500
Speed [FPM]	125
Type of power unit	Submersible
New motor size (hp)	30
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Qty Jacks per Car	1



4. Commercial Offer

Project notes	Working hours are 6:30am-4:30pm, Monday- Thursday
Handover date	Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 15 weeks from when order receipt, deposit and approval of drawings have all been completed. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.
Downtime period	3-4 weeks per unit
Warranty/maintenance	Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular time callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Pricing

Equipment	Fixtures	Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator: Solution 1	•	•	•	•	\$ 87,800.00

Total Sales Price, net including TAX \$ 87,800.00



Additional Options for your Consideration

Alternates	Price excl. tax
Alternate 1- Allowance for new Cab Interior	\$20,000

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

5. Services included

KONE 24/7 Connected Services

KONE 24/7 Connected Services is a round-the-clock diagnostics service that gathers data on your equipment's condition. We analyze this data and use it to make intelligent and proactive decisions on how to solve any potential problems – even before they occur. KONE 24/7 Connected Services helps you to optimize the lifetime value of your assets from day one and gives you peace of mind by keeping you fully informed about the condition of your equipment and any maintenance activities we carry out.





6. Tender Approval

KONE
Marah Weinburger
5300 Clay Ave SW
Grand Rapids, Michigan, 49548
marah.weinburger@kone.com

Owner/Representative
Troy Rinks
CITY OF WYOMING
PO BOX 905
WYOMING, Michigan, 49509-0905

Submitted by:

Marah Weinburger
Sales Executive
01/03/2024

We accept the offer constituted by this proposal (total sales price of \$ 87,800.00, incl. use tax) and agree to the conditions contained therein.

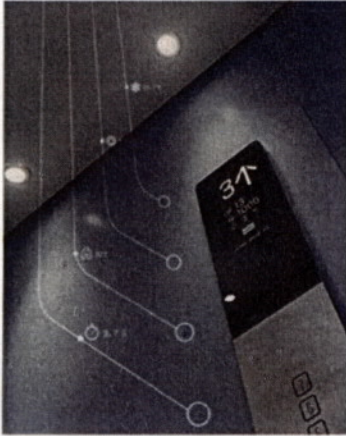
Approved by Customer

Printed name:
Title:
Company name:
Date:



Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
kone.us/connected



Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of oil, rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.



Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the "Proposal").

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter ("Equipment"), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE's letter specifying the ship date ("Ship Date Letter") signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment Installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys' fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE's scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements ("Site Requirements"), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE's materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE's site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE's site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.



Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God.

In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent.



14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

21. 24/7 EMERGENCY VIDEO COMMUNICATIONS

Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

22. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.



Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7'-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.



5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.
- If KONE 24/7 Emergency Video Communications: For units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): Customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior.

OMNIA®

PARTNERS

ELEVATOR AND ESCALATOR MAINTENANCE AND SERVICES Executive Summary

Lead Agency: City of Kansas City, MO

Solicitation: RFP # EV2516

RFP Issued: May 1, 2018

Pre-Proposal Date: May 15, 2018

Response Due Date: June 8, 2018

Awarded to: Kone, Inc.

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2516 on May 1, 2018, to establish a national cooperative contract for Elevator and Escalator Maintenance and Services.

The solicitation included cooperative purchasing language in Section 3 - U.S. Communities and Section 22 - Cooperative Procurement with other jurisdictions.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Kansas City website
- US Communities Website
- Business Tribune, Oregon
- Daily Journal of Commerce, WA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA

On June 8, 2018 proposals were received from the following offerors:

- Kone, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Kone, Inc. and proceeding with contract award upon successful completion of negotiations.

The City of Kansas City, U.S. Communities and Kone, Inc. successfully negotiated a contract, and the City of Kansas City executed the agreement with a contract effective date of December 1, 2018.

Contract includes:

- Comprehensive elevator and escalator maintenance/services for vertical transportation needs
- Maintenance and safety inspections and certification programs
- Elevator phone monitoring 24x7x365

- GPS Proximity dispatching of Technician for fastest response time for entrapment
- Automatic emails to designated personnel every time a technician provides maintenance, callback or repair services
- Kone Care 24/7 Connect utilizing IBM Watson technologies and data analytics
- Online training

Term:

Initial six (6) year agreement from December 1, 2018 through November 30, 2024 with the option to renew for five (5) additional one-year periods through November 30, 2030.

Pricing/Discount:

- Fixed pricing for years 1-3 of contract. 3.25% price adjustment in year 4, year 6, and year 8.

OMNIA Partners, Public Sector Web Landing Pages:

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/kone>

**FACILITY REPAIR AND MAINTENANCE CONTRACT
EV2516 ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES
GENERAL SERVICES DEPARTMENT**

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

- A. **Initial Term.** The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- B. **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- C. **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.
- D. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.

Sec. 3. Purchase Orders

- A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

- B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor’s proposal shall provide all work at the prices contained in Contractor’s Proposal that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis:
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone: (816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531- 5523
E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women's Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

- A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.
- C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's

“Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group and skill and the workers’ hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker’s name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
 - c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.
 - d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the “Records.”
6. Contractor shall make all of Contractor’s and Subcontractors’ Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor’s office and shall provide the Records to the City electronically at City’s sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor’s cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor’s expense.
 7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
 8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20’) feet, but the size of the lettering need not be larger than two (2”) inches. In cases where equipment is leased

or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed

whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. "Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/lis/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/lis/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – RFP EV2516

Attachment B – Proposer Response dated June 8, 2018

Attachment C - Clarification Questions and Answers

Attachment D - Scope of Services revised per Clarification Questions

Attachment E - Facility Repair and Maintenance Contract Part II

i. Exhibit 1: City of Kansas City Special Requirements

ii. Exhibit 2: City of Kansas City Pricing Schedule

iii. Exhibit 3: National Pricing Schedule

iv. Exhibit 4: Participating Public Agency Service Level Agreement

Attachment F – 00620 Insurance Certificate

THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO

Attachment G – HRD Forms & Instructions

- 00440 HRD 5: Construction Contract HRD Instructions
- 00450 HRD 8: Contractor Utilization Plan/Request for Waiver
- 00450.01 Letter of Intent to Subcontract
- 00460 HRD 10: Timetable for MBE/WBE Utilization
- 00470 HRD 11: Request for Modification or Substitution
- 00485 HRD Monthly Reporting Forms

Attachment H - Bonds

- 00610 Performance and Maintenance Bond
- 00615 Payment Bond

Attachment I – 00830 Wage Rate Requirements

Annual Wage Order #25

County – Cass, Clay, Jackson, Platte or Ray

Work Type: State – Heavy

State – Building

Division of Labor Standards Rules & Regulations

- 01290.08 Wage Rate Verification Questionnaire
- 01290.09 Subcontractors and Major Material Suppliers List
- 01290.11 Daily Labor Force Report
- 01290.14 Contractor Affidavit for Final Payment
- 01290.15 Subcontractor Affidavit for Final Payment

Attachment J – 00560 Missouri Project Exemption Certificate

- 00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment K – 00630 Revenue Clearance Release Authorization

Attachment L – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases

made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: NOV 19, 2018

By: 

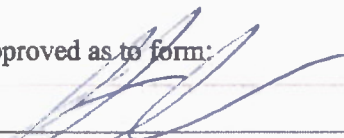
Title: Senior Vice President

Date: 12/4/2018

KANSAS CITY, MISSOURI

By: Cedric Rowan

Title: Manager of Procurement Services

Approved as to form: 
Assistant City Attorney

RESOLUTION NO. _____

RESOLUTION TO AMEND THE CONTRACT WITH CIVICBRAND TO INCLUDE
ADDITIONAL SERVICES RELATED TO THE 36TH STREET MARKETPLACE

WHEREAS:

1. On December 20, 2021, City Council adopted Resolution number 27223 accepting a proposal from CivicBrand and Place+Main Advisors to provide professional services for city-wide rebranding.
2. As detailed in the attached staff report, it is recommended that the City amend the contract to include branding services related to the 36th Street Marketplace in the total estimated amount of \$12,000.00.
3. It is recommended City Council accept the amendment.
4. Funds are budgeted in 208-752-67200-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts an amendment from CivicBrand.
2. The City Council authorizes the Mayor and City Clerk to sign the amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amendment

Resolution No. _____

STAFF REPORT

Date: March 18, 2024

Subject: CivicBrand Contract Amendment for 36th St Marketplace

From: Krashawn Martin, Director of Parks and Recreation
Patrick Waterman, Deputy City Manager

Meeting Date: April 1, 2024

RECOMMENDATION:

It is recommended City Council approve a contract amendment with CivicBrand for additional services to create naming and branding concepts for the 36th St Marketplace. The total project cost is \$12,000.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The new City branding provides a means for the City to establish an identity which is a key component to creating a cohesive and engaged community. The new marketplace will create a community gathering spot on a currently vacant parcel.

Safety – The marketplace has been designed to be accommodating to all users and will support community events at the site to encourage placemaking and neighborhood investment.

Stewardship – The long vacant site will be reactivated to support community interests. The rebranding project included in-depth research and public input incorporating the past, present, and vision of where Wyoming is going in the future.

City Council Strategic plan priority:

- Pillar – Community
- Goal 1 - Strengthen community relations and Wyoming's sense of identity
- Objective 3 – Complete the 36th Street Marketplace project
- Task 4 - Consider hiring a consultant to create a branding and naming strategy for the new market

DISCUSSION:

In February, the City Council adopted and launched the City's new brand developed by CivicBrand. As the Parks and Recreation Department prepares for the operational management of the 36th St Marketplace, there is a need for additional contracted services for branding assets for the site that fall under the new City brand.

CivicBrand is tasked with creating naming and branding concepts for the Marketplace located at the former GM site. This is an added services addendum to the city branding project. Services include the following:

- Project management – CivicBrand will conduct a virtual kick-off call with the staff team and meet as needed for the duration of the project. They will also host two virtual stakeholder focus groups at different phases of the project. The first group will gather input on their vision for the brand, followed by another to solicit feedback on naming concepts.
- Concept Development – CivicBrand will explore a range of naming and design concepts, presenting 3-4 options to the staff team for consideration and feedback.
- Final Deliverables – All brand asset files will be packaged, and a brand guidelines document will be created.

BUDGET IMPACT:

Funds for this project are budgeted in account number 208-752-67200-956.000

Attachment:

Contract Amendment

Scope of Services Document

EXHIBIT A
ADDED SERVICES PROPOSAL

CivicBrand

Scope & Task Descriptions Added Services to Branding Contract - Wyoming, MI

CivicBrand is tasked with creating naming and branding concepts for the Marketplace located at the former GM site. This will be an added services addendum to the city branding project and follow the outlined approach and scope below.

Project Management:

CivicBrand will conduct a virtual kick-off call with the staff team and meet as needed throughout the duration of this project. We will conduct up to 2 virtual stakeholder focus groups, anticipated to be with the same group at different phases of the project. The first focus group will gather input on their vision for the brand, followed by another to solicit feedback on naming and design concepts.

Concept Development:

CivicBrand will explore a range of naming and design concepts, presenting 3-4 options to the staff team for consideration and feedback. Two rounds of revisions will be conducted on the selected direction with the staff team, and concepts will also be presented to the stakeholder group for feedback as part of virtual focus group #2.

Design and Mock-ups:

CivicBrand will create a series of mock-ups and expressions, including signs and digital usage of the final selected concept. Consideration will be given to integrating and developing sub-brand marks. With the exact number of sub-brand marks needed being unknown, development will be limited to 2-3, with groundwork laid for how an endorsement brand or sub-brand approach could work for future elements.

Final Deliverables:

All brand asset files will be packaged, and a brand guidelines document will be created.

FEE: \$12,000

Exhibit B

CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(OVER \$8,500)

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905.

Professional means:

CivicBrand

[Name of contracting entity]

A Colorado Limited Liability Corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]

207 1/2 F Street #6

[Professional's street address]

Salida, CO 81201

[Professional's city, state & zip]

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

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

Effective Date means: December 21, 2021.

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

Proposal means Professional's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those specifically waived or modified in this paragraph, Professional 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. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

CITY OF WYOMING

By: Jack A. Poll

Jack A. Poll, Mayor

By: Kelli A. Vandenberg

Kelli A. Vandenberg, City Clerk

Date signed: Dec-20, 2021

Ryan Short

[Professional's name]

By: Ryan Short

[Signature officer, director or principal of Professional]

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

Date signed: December 15, 2021

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney

CITY OF
Wyoming
MICHIGAN

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.

3. **Grant Compliance.** Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Professional represents and promises that:

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

B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.

D. The successful bidder, its subcontractors and their respective personnel must register in the federal System for Award Management (**SAM**) list and be in good standing (*i.e.*, not suspended or debarred from receiving federal funds).

E. Neither Professional nor Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that Professional, Professional's personnel, contractors engage in for or on behalf of City. Accordingly:

A. Professional and Professional's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender

identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Professional and Professional's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Professional will, in solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Professional will send to each labor union or representative of workers with which Professional has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Professional's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Professional or Professional's personnel will, as part of its Services, be engaging for or on behalf of City with others, Professional will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Professional until Professional complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Professional's ineligibility to bid on or enter future contracts with City.

D. Professional will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Professional's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Professional will so certify to City.

E. Professional must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Professional activities that HUD or the United States Department of Justice determine are needed to comply with this section. Professional must take such action with respect to any subcontractor,

consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. **Ethical Standards** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.

8. **Media Releases** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. **W-9** Before beginning work Professional will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

10. **Document Ownership and Use** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to City upon City's payment of any amounts due Professional under the City Contract. City will hold Professional harmless from and indemnify Professional for any liability resulting from the use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.

11. **Intellectual Property** Professional guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all deliverables will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

12. **Taxes** City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. **Professional Responsibility** Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

14. **Risk Allocation** Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage occurring as a result of the Services. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Professional will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

15. **Insurance** Professional must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
ADDITIONAL INSURED
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Professional will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

16. **Records** City must retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Professional will, upon City's request, allow inspection, auditing, and copying of all retained records.

17. **Assignment/Beneficiaries** Unless this Contract states otherwise, (i) none of Professional's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

18. **Independent Contractor** Professional is wholly independent of City. None of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for acts, omissions, and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for the Services. City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

EXHIBIT B

Billing: Base fee of \$80,000 will be billed quarterly. Final payment will be issued upon completion of project. \$8,000 brand video and \$10,000 activation event will be billed as expenses are incurred.



**Scope & Task Descriptions
City of Wyoming, MI - Branding Project**

Branding Committee

In collaboration with CivicBrand, the City will create a steering committee of 8-12 members of the community. The advisory committee members will agree to participate in roughly 6-8 committee meetings. Two or three will be in-person as they coordinate with trips and the rest will be virtual. The committee will serve as a sounding board and brand champions by assisting with community outreach, offering strategic guidance and insight, and being champions of the process and implementation. The branding committee will not be the ones making approvals a key milestones and final deliverables but rather serving as an advisory committee to help shape the direction that the CivicBrand team, City Staff team and Council ultimately take.

City Staff Team

There will be a dedicated staff team of up to 6 individuals who will be making the decisions on incremental milestones that require approval. Of that staff team, the city will designate a primary lead point of contact for the project. If there are changes in staff or elected officials, it will not change any previously approved milestones or change the process or scope of the project.

City Council

City Council will provide feedback on the brand strategy document and will be making final approval on the final design concepts. In order, to avoid a big reveal we will want to have council members involved along and provide updates to avoid any big reveal at the very end that may require going backwards in the process.

Daily / Weekly Communication

The city staff team will have direct access to CivicBrand and there will be two project leads which will handle any daily/weekly email and phone communications. The project will start with monthly recurring status calls. At key phases of the project, the frequency of the status calls may be increased to every other week or additional ad-hoc meetings scheduled as needed.

Kick-Off Meetings

We will conduct a virtual kick-off meeting with both the staff team and the committee. These will be two separate meetings.

Project Website

There will be a project website with a custom URL that will be set up, hosted and managed by CivicBrand for the duration of the project. The project site will be updated at key milestones during the process. At the conclusion of the project, CivicBrand can either transfer ownership of the domain to the city or can discuss ongoing hosting and or relaunch options of the website as part of the implementation plan.

Translation

Included in the base project fee is Spanish translation of the project website and community wide surveys and the meeting-in-a-box. Translation into additional languages is available but would be an additional added services fee for those. CivicBrand will coordinate with the City and meet with and provide guidance and training to any foreign language translator that is needed to either facilitate in-person meetings or online focus groups. The fee for hiring the translator is not included in the base fee but our time in bringing them up to speed and preparing them to facilitate the events is. That individual's fee would be covered by the city if it is needed.

Community Visits

The CivicBrand team will visit the community three times. The number of team members visiting may vary from trip to trip. The first two trips will focus primarily on engagement while the third trip will focus on producing content for the final brand assets including the video. CivicBrand's fees cover travel expenses for all three trips. CivicBrand will work with the city staff team and committee to determine the schedule for each trip including site visits, interviews, focus groups and any public events that we may attend or participate in. The base fee also covers up to 8 visits by the Place+Main team. As an example, they could do 2 days during each of our visits and 2 separate single day visits out there on their own. How these visits by Place+Main are utilized will be determined collaboratively between CivicBrand, Place+Main and the staff team.

Interviews

In addition to any interviews that happen during the three trips, there will also be virtual interviews of each member of the staff team, each member of the committee and then up to 10 additional virtual interviews. CivicBrand will work with the city staff team and committee to determine who those interviews should be with.

Focus Groups

In addition to any focus groups that happen during the three trips, there will also be up to 9 virtual focus groups. The staff team and committee will help identify and invite individuals to these meetings. CivicBrand will handle all technical coordination of the virtual focus groups.

Survey

CivicBrand will work with the staff team and committee to develop a primary public survey. If it is determined to be necessary we may also create up to 2 additional surveys that target specific groups. This could be a student survey, industry specific survey, business owner survey, visitor survey, etc. CivicBrand will run Facebook ads, not to exceed \$250 to promote the survey online to target residents in the city.

Meeting in a Box

CivicBrand will develop a meeting in a box which is a presentation and Q&A guide that various members of the community and organizations can participate in to run their own meeting and focus group. This greatly expands our engagement reach and can be used for various organizations and groups such as HOAs, churches, and special interest groups. CivicBrand will develop a single set of materials and provide a single group training session for all those interested in conducting their own meeting. CivicBrand would rely on the staff team and committee to help promote and invite those that would be interested in participating.

Brand Audit

CivicBrand will deliver a brand audit which is the summary of all of our findings. This is an essential document that we expect the city staff team and committee to review prior to the presentation of the brand strategy. This is not a deliverable that has an approval but rather a summary and documentation of our research and engagement.

Strategy Document

Following the brand audit, CivicBrand will present the Strategy Document to both the Staff Team and Committee. This is the first major deliverable milestone that will need formal approval by the Staff Team. The strategy document identifies the brand principles, brand story and strategic direction that all following creative will be based on.

Design Concepts

With approval on the Strategy Document, the CivicBrand team will begin exploring creative design and messaging concepts. CivicBrand will present our multiple internal rounds of revisions and present the concept that is our professional recommendation. We will then work with the staff team and committee on progressive rounds of revisions

until we have a concept approved by the staff team. Progressive revisions mean that as long as we are making progress towards narrowing in on a concept and heading in a single strategic direction we do not limit the number of rounds of revisions. Examples of non-progressive rounds of revisions would be wanting to go back to previous versions that were discarded, wanting to make changes to things that were approved in previous rounds, wanting to see additional concepts that aren't in line with the strategy, wanting to see additional concepts for the sake of additional concepts with no feedback or direction on the existing concepts, or requests that are made purely on personal taste rather than strategic direction.

Brand Assets

With the final approval of design concepts, CivicBrand will then produce all the necessary file formats and assets and develop a brand portal which will house the brand assets as well as develop a brand standards guide that outlines the rules and usage of the brand assets. The brand standards guide is an asset that will require final approval by the staff team.

- Strategy Document
- Brand Guidelines
- Brand Portal
- Logo files in all necessary colors and file formats (jpg, png, pdf, eps)
- Edited Photos
- Project Documentary Video
- Brand Video
- Implementation Plan

Implementation Plan

With the brand assets approved, CivicBrand will then develop the implementation plan. The staff team and committee will be involved in helping identify key projects, strategies, tools and milestones as well as identifying the impact and effort of key implementation plan steps to assist with prioritization. The implementation plan is not a deliverable that has approval.

Video Documentary

CivicBrand will produce a documentary of the project that highlights the process and shows a behind the scenes look at how we got to the final product. Not every meeting and interaction will be filmed, but CivicBrand will film several key steps, meetings, interviews, focus groups, milestones along the way. The project documentary is not a deliverable that has approval, however the city staff team will have the opportunity to provide 1 round of edit notes should there be anything shown that they would like to

have omitted from the documentary. The project documentary will be anywhere from 10 minutes to 15 minutes long.

Brand Video

CivicBrand will produce a brand video that highlights the community and new brand. This video will be under 3 minutes. We will work with the staff team to determine if we should create a single 3 minute video or if we would rather create a series of 3-4 shorter (15, 30 or 60-second) spots.

Timeline

The project is estimated to take 12-months; however, there is no set deadline for the project. Each phase is dependent on the previous phase and there are numerous factors including travel, events, availability of participants for meetings and focus groups, and unknown rounds of revisions that we do not lock in a project timeline. Instead we constantly update the timeline based on where we are and set expectations for the next step and milestone that follows. This allows us to have clear timelines for each next step but remain agile enough to get the best result.

Activation / engagement event (Optional Add-on \$10,000)

During community visit #2 the CivicBrand team will put on a Placemaking Activation Event. The goal of the event will be to engage the community directly in the built environment. This may be a stand alone event or in conjunction with an existing event. The CivicBrand team will look for opportunities to activate the space through interactive engagement, placemaking and tactical urbanism efforts. The details will be developed in coordination with the city staff team and branding committee and with a material budget not to exceed \$6,500.

\$80,000 - base fee

\$ 8,000 - brand video

\$10,000 - activation / engagement (optional)

\$ 98,000 - Total Fee

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM HEYBOER LANDSCAPE
MAINTENANCE, INC. TO PROVIDE LAWN CARE AND LEAF REMOVAL SERVICES
AT FERRAND AND SOUTHLAWN PARKS

WHEREAS:

1. As detailed in the attached staff report, Heyboer Landscape Maintenance, Inc. has submitted a proposal to provide lawn care and leaf removal services at Ferrand and Southlawn Parks in a combined amount of \$10,438.00.
2. It is recommended City Council accept the proposal.
3. Funds are budgeted in account number 208-752-75600-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Heyboer Landscape Maintenance, Inc. to provide lawn care and leaf removal services at Ferrand and Southlawn Parks.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposals

Resolution No. _____

STAFF REPORT

Date: March 12, 2024
Subject: Lawn Care Services
From: Tim Montgomery, Parks Foreman
Date of Meeting: April 1, 2024

RECOMMENDATION:

It is recommended the City Council award the lawn care and leaf removal services quote to Heyboer Landscape Maintenance for the prices shown on the attached tabulation sheet.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

Regular and proper upkeep of city property maintains the locations in an attractive and aesthetically pleasing way. Proper lawn care preserves the health, color, and vitality of existing lawns and minimizes the spread of weeds and disease.

Discussion:

The City of Wyoming contracts lawn care services at Southlawn and Ferrand Parks annually. At Southlawn Park, the contract is from April through December and includes lawn cutting, trimming, edging walks and curbs and fall lawn and shrub ben cleanup. The Ferrand Park contract covers the fall season only and includes leaf removal.

Quotes were received from Superior Landscape Management, LLC and Heyboer Landscape Maintenance, Inc. Both lawncare service companies were somewhat competitive. However, the lowest quotes for both properties were submitted by Heyboer Landscape Maintenance.

Facility	Company	Service	Amount
Ferrand Park	Heyboer Landscape Maintenance	Complete Fall Leaf Removal	\$7,088.00
Ferrand Park	Superior Landscape Management	Complete Fall Leaf Removal	\$12,500.00
Southlawn Park	Heyboer Landscape Maintenance	Season Long Services	\$3,350.00
Southlawn Park	Superior Landscape Management	Season Long Services	\$5,115.00

It is recommended that City Council award the lawn care services for both park properties to Heyboer Landscape Maintenance in the amount of \$10,438.00.

BUDGET IMPACT:

Funds for the services are budgeted in account number 208-752-75600-930.000.

CITY OF WYOMING

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

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

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

Contractor means: Heyboer Landscape Maintenance, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4735 8th Street
[Contractor's street address]
Caledonia, MI 49316
[Contractor's city, state & zip]

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

Effective Date means: March 26, 2024. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposals attached as Exhibit B, dated February 29, 2024 and March 6, 2024.

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Heyboer Landscape Maintenance, Inc.

By: _____
Kent Vanderwood, Mayor

By: Nick Heyboer
[Signature office, director, or principal of Contractor]
Nick Heyboer, President
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: March 19, 2024

Date signed: _____, 20__

Approved as to form: [Signature]

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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

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

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

4. **Qualifications.** Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

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

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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

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

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

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

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

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

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

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

Heyboer Landscape Maintenance, Inc.
4735 – 8th Street
Caledonia, MI 49316
616-877-4077 | office@heyboerlandscape.com

March 6, 2024

City of Wyoming
Ferrand Park
4760 Byron Center Ave
Wyoming, MI 49519

**Heyboer Landscape Maintenance, Inc. Contract
Fall Clean-Up**

Lawn Contract to include:

Fall Clean-Up (includes 2 visits for leaf removal and transport of leaves to city recycle area)

2024 - Lawn Maintenance (Fall Clean-Up Only)

Total Cost - \$7,088

1. Contractor is not held liable for damages incurred as a result of negligence on the part of the purchaser or lack of compliance with specified instructions of recommendations of the contractor related to the above service.
2. Service Charges will be added to all accounts due over 30 days at 1 ½ percent per month. (annual rate of 18%)
3. The undersigned agrees to and understands the full terms of this contract and their responsibilities set forth in this contract.
4. Heyboer Landscape Maintenance, Inc. reserves the right to assess a fuel surcharge on the proposed seasonal amount. This surcharge would not exceed 3% of the seasonal rate if assessed.
5. Heyboer Landscape Maintenance, Inc. shall not be liable to clients, guests, customers, employees, or any persons or entities for damage, injury, losses, deaths or claims of any kind or nature caused by the conditions of the client's surfaces. The client, therefore, holds Heyboer Landscape Maintenance, Inc., officers and its' employees harmless there from.

Customer _____ Date _____

Heyboer Landscape Maintenance, Inc.
4735 – 8th Street
Caledonia, MI 49316
616-877-4077 | office@heyboerlandscape.com

February 29, 2024

City of Wyoming
Southlawn Park
4125 Jefferson Ave SE
Grand Rapids, MI 49548

Heyboer Landscape Maintenance, Inc. Contract
April 1, 2024 – November 30, 2024

Lawn Contract to include:

- Fall Cleanup of Lawn and Shrub Bed Areas (2 – 3 X's)
- Cutting & Trimming Lawn Areas Weekly
- Edging Walks and Curbs Bi-Weekly

Apr – Nov 2024 - Lawn Maintenance

Total Cost - \$3,350.00

Monthly Cost - \$418.75

1. Contractor is not held liable for damages incurred as a result of negligence on the part of the purchaser or lack of compliance with specified instructions of recommendations of the contractor related to the above service.
2. Service Charges will be added to all accounts due over 30 days at 1 ½ percent per month. (annual rate of 18%)
3. The undersigned agrees to and understands the full terms of this contract and their responsibilities set forth in this contract.
4. Heyboer Landscape Maintenance, Inc. reserves the right to assess a fuel surcharge on the proposed seasonal amount. This surcharge would not exceed 3% of the seasonal rate if assessed.
5. Heyboer Landscape Maintenance, Inc. shall not be liable to clients, guests, customers, employees, or any persons or entities for damage, injury, losses, deaths or claims of any kind or nature caused by the conditions of the client's surfaces. The client, therefore, holds Heyboer Landscape Maintenance, Inc., officers and its' employees harmless there from.

Customer _____ Date _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
THIN CLIENT DEVICES FOR INTEGRATION INTO SCADA SYSTEM UPGRADES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Arista IPC to provide thin client devices for integration into SCADA system upgrades at the Clean Water Plant in the total estimated amount of \$18,648.00.
2. Funds are available in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Arista IPC to provide thin client devices for integration into the SCADA system upgrades in the total estimated amount of \$18,648.00.
2. The City Council authorizes the Mayor and City Clerk to sign the contract after review and approval by the City Attorney.
3. The Wyoming City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: March 23, 2024
Subject: Clean Water Plant SCADA Upgrades
From: Todd Curran, Information Technology Supervisor
Meeting Date: April 1, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal from Arista IPC to provide thin client devices for integration into SCADA system upgrades at the Clean Water Plant in the total amount of \$18,648.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The SCADA system is the computerized monitoring and control system of the Clean Water Plant, allowing skilled staff the oversight, control, and ability to act to ensure properly treated wastewater. It also functions as a layer of security that prevents malicious actors from gaining unauthorized access and taking control of the clean water plant process. The thin clients are the devices plant staff use to interface with the SCADA system for monitoring and control. These devices are required for the upgrade to the CWP SCADA system.

DISCUSSION:

On October 16, 2023, City Council accepted a proposal from Tetra Tech for Clean Water Plant (CWP) SCADA system upgrades. Tetra Tech, the City's trusted integrator, has specified the Arista IPC thin client devices for this project due to their reliability and known compatibility with our SCADA configuration. Thin clients provide the human machine interface (HMI) functionality that enables City staff to securely monitor and control plant operations. Being the same type of device that is used by the drinking water plant, these thin clients improve staff's ability to maintain and support the CWP SCADA environment. The Arista thin clients are solely available from the manufacturer so competitive quotes are unavailable.

BUDGET IMPACT:

Adequate funds have been budgeted for and exist in the Clean Water Plant Capital Account #590-590-54400-986.444

CITY OF WYOMING

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

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

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

Contractor means:

Arista Corp
(Name of contracting entity)
A CA Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
4460 Lyseview Blvd
(Contractor's street address)
Tremont, CA 94538
(Contractor's city, state & zip)

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

Effective Date means: March 26th, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Contractor: Arista Corp

By: _____
(Signature officer, director, or principal of Contractor)
Paul Shu / President
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: March 26th, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200>.

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

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

4. Qualifications. Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:

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

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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

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A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS'RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

EXHIBIT B



Bill To:
Todd Curran
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Submitted By: Stewart Austin
Phone: 858-488-3663
Date: 3/12/24
Expiration: 4/19/24
Quote # Q07299

Qty	Ordering Code	Description	Unit Price [USD]	Total Price [USD]
18	AP-3500-H01-003-16G	Celeron 3955U,16GB DDR4,ThinManager Ready, Power Adaptor, 2 Years Depot Warranty	\$1,036.00	\$18,648.00
			Subtotal	\$18,648.00
			Tax	\$0.00
			Total	\$18,648.00

Extended warranty is available upon request. 1) Extended warranty has to be purchased at the time of product purchase. 2) Extended warranty is not transferrable or refundable. Quoted prices (your cost) include parts, assembly and test. They do not include handling fees, freight charges, sales tax & local taxes. Prices are valid for 30 days after the quote date. Minimum purchase through CC should be \$200. All software, accessories and parts are excluded from depot warranty and not returnable. For more information, please visit www.aristaipc.com.

48460 Lakeview Blvd., Fremont, CA 94538 Tel: 510-226-1800 eFax: 510-405-8437 Email: Sales@goarista.com

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND ACCEPTANCE OF PROPOSALS FOR THE
WYOMING CITY HALL FIRST FLOOR INTERIOR RENOVATIONS PROJECT

WHEREAS:

1. Formal bids and proposals have been obtained on the below listed items related to the Wyoming City Hall First Floor Interior Renovations project.
2. The bids and proposals received have been reviewed and evaluated per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids and authorizes the contingency and not to exceed amounts for the below listed items as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Base Bid Cost	Contingency	Not to Exceed Amount
Furniture Procurement	Kentwood Office Furniture	\$416,236.58	~10%	\$450,000.00
Building Finish Upgrades	Optimal Home Services LLC	\$138,983.48	~10%	\$150,000.00

2. The City Council accepts proposals and authorizes the contingency for the below listed items as recommended in the attached staff report and summarized below.

Item	Recommended Proposer	Base Bid Cost	Contingency	Not to Exceed Amount
Interior Wall Demolition and Renovations	Vander Kodde Construction Co.	\$62,500.00	~10%	\$68,000.00
Electrical and Data Networking	Terbeek & Scott Electric	\$15,027.00	~10%	\$17,000.00

3. The City Council authorizes the Mayor and City Clerk to sign the contracts after review and approved as to form by the City Attorney.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 1, 2024.

 Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
 Staff Reports & Supplemental Information
 Contracts & Proposals

Resolution No. _____

Staff Report

Date: March 7, 2024
Subject: City Hall First Floor Interior Renovations Project
From: Troy Rinks, Facilities Foreman
Meeting Date: March 18, 2024

RECOMMENDATION:

It is recommended that the City Council award multiple vendors for work as listed below, for the first floor City Hall Interior Renovations Project:

- Award the Furniture Procurement Bid to the low bidder, Kentwood Office Furniture, in the amount of \$416,236.58 plus approximately 10% in contingency, for a not to exceed amount of \$450,000.00.
- Award the Building Finish Upgrades Bid to the low bidder, Optimal Home Services LLC, in the amount of \$138,983.48, plus approximately 10% in contingency, for a not to exceed amount of \$150,000.00.
- Accept the lowest proposal to perform select interior wall demolition and renovations from Vander Kodde Construction Co. in the amount of \$62,500.00 plus approximately 10% in contingency, for a not to exceed amount of \$68,000.00.
- Accept the lowest proposal to perform select electrical work and data networking from Terbeek & Scott Electric in the amount of \$15,027.00 plus approximately 10% in contingency, for a not to exceed amount of \$17,000.00.

It is further recommended that the City Council authorize the Mayor and Clerk to enter into contracts with the listed parties.

COMMUNITY, SAFETY, STEWARDSHIP:

Existing department layouts, furniture, floor coverings, and paint in City Hall are original to the building that was constructed over 20 years ago. Renovating and updating these spaces enables accommodation of additional employees and is an important investment to provide a modern work environment, boosting morale, retention, and recruitment. Interior space redesigns will optimize existing space and incorporate technology such as sit-to-stand desks that will enhance workplace ergonomics. Additionally, carpet

replacement was recommended for replacement within the next two fiscal years by the 2021 asset management plan.

DISCUSSION:

As part of capital improvement planning, City Hall is undergoing a 3-year modernizing and improvement process starting this fiscal year due to carpet fading/wearing, difficulty in repairing/replacing office furniture, and fading of wall finishes (paint).

Phase 1 of this work includes the east side of City Hall (fiscal year 2024, with \$500,000 budgeted), phase 2 includes the west side of City Hall (fiscal year 2025, with \$315,000 budgeted), and phase 3 includes the second floor (fiscal year 2026, with \$500,000 budgeted).

This City Hall First Floor Interior Renovations project includes phases 1 and 2. It involves updating the furniture (desks and chairs) of all office and hallway areas; recarpeting and repainting all areas with these features, including the City Council chambers; renovating (demolishing and constructing several walls within) the Planning and IT areas to accommodate additional staffing and conference room needs; and performing electrical and data cabling to support the overall work.

The third phase, second floor work is not included as part of this overall project award. This third phase work will be completed as a separate project in fiscal year 2026.

On July 3, 2023, Studio SMC was awarded a contract by the City Council to meet with departments to identify needs, draft bid specifications for furniture procurement and building finish upgrades, review bid results and provide a recommendation.

Furniture Procurement Bid

Studio SMC worked with City staff to prepare a bid specification for furniture procurement. The bid specification included replacement of all City desks, filing storage, chairs, conference room tables and other various furniture needs within each specific office area. It also included replacement of furniture in the hallway areas, but not furniture or desks in the Council chambers or West conference room.

Utilizing the City's E-bidder system, 29 prospective bidders downloaded the bid specification. On February 13, 2024, 4 bids were received. Results are provided on the attached tabulation.

After a review by Studio SMC, facilities staff, and the affected department staff, the vendor that best meets the city's needs is the low bidder, Kentwood Office Furniture. The bid specifications requested both a preferred option and value engineered option for each specific piece of furniture within each department. This approach offers the ability to award the bid to Kentwood Office Furniture for the higher preferred option price of \$416,236.58 yet will provide the flexibility to use the lower, value engineered furniture

prices as necessary. Additionally, staff intend to reuse and/or refinish existing newer furniture (such as file cabinets) as much as possible. Upon contract award by the City Council, staff and Studio SMC will work with individual departments to finalize specific needs prior to order placement. It is expected that some departments may have minor changes to the originally proposed furniture layouts as these needs are finalized; therefore, a low bid award to Kentwood Office Furniture in the amount of \$416,236.58, plus an approximate 10% contingency for a total amount not to exceed \$450,000.00 is recommended.

A furniture procurement recommendation letter from Studio SMC is included with this staff report.

Building Finish Upgrades

Studio SMC also worked with City staff to prepare a bid specification for building finish upgrades. The bid specification included replacement of all carpeted areas on the first floor with new carpet, and repainting of all painted wall and ceiling surfaces.

Utilizing the City's E-bidder system, 37 prospective bidders downloaded the bid specification. On February 13, 2024, 6 bids were received. Results are provided on the attached tabulation.

The lowest qualifying bid was received from Optimal Home Services LLC for \$138,983.48. It is recommended that City Council award the Building Finish Upgrades Bid to Optimal Home Services LLC for the amount of \$138,983.48, plus an approximate 10% contingency, for an amount not to exceed \$150,000.00.

A building finish upgrade recommendation letter from Studio SMC is included with this staff report.

Interior Wall Demolition and Renovations

The Community and Economic Development Department has experienced a staffing growth and need for increased conference room space. This department adjoins the Information Technology Department, which has a surplus of space.

In November of 2023, Facilities staff worked with The Architectural Group (T.A.G.) to provide schematic designs for interior renovations to these areas, which include the addition of 2 conference rooms and removal of unnecessary walls, creating additional usable space. These schematic designs were used to solicit proposals from 4 local contractors. One contractor was non-responsive after agreeing to submit a proposal, and one contractor turned down the proposal request due to scheduling constraints. Two contractors submitted proposals and are as follows:

Vander Kodde Construction Co.	\$62,500.00
Quest Design Build	\$86,957.00

After reviewing the results, it is recommended that the City Council award the work to Vander Kodde Construction Co. for \$62,500.00 plus an approximate 10% contingency for a not to exceed amount of \$68,000.00.

Electrical Work and Data Networking

Concurrent with the interior wall demolition, renovation work and furniture installations, additional electrical and data networking work is necessary. A specification for this work was developed and sent to 3 qualified local electrical contractors with a history of performing work for the City. All 3 contractors submitted a proposal and are as follows:

Terbeek & Scott Electric	\$15,027.00
Lumen Electric Inc.	\$16,086.00
Elders Electric	\$14,000.00

Elders Electric did not include an option for data/networking

After reviewing the results, it is recommended that the City Council award the electrical and data/networking portion of the City Hall First Floor Interior Renovations work to Terbeek & Scott Electric, for the amount of \$15,027.00, plus an approximate 10% contingency, for an amount not to exceed \$17,000.00.

BUDGET IMPACT:

This project is a multi-year project, with phases 1 and 2 covering fiscal years 2024 and 2025, at a total budgeted amount of \$815,000. The cost of work included in this staff report, including contingencies, totals \$685,000. Adequate funds exist in the Capital Projects Revolving Fund, Account #800-000-57300-975.000.

ATTACHMENTS:

Bid Results – Furniture Procurement
Bid Results – Building Finish Upgrades
Award Recommendation Letters from Studio SMC
Contracts

City Hall Interior Renovations Project – Supplemental Information

Introduction

City Council recently requested more information about the City Hall Interior Renovations Project. Following is a summary of the process, a summary of the overall needs, and some specific departmental photos that illustrate the needs.

Background and Process

During the budgeting process for FY24, a determination was made to include an interior renovations project for City Hall. This project was driven by a number of reasons as listed later in this document. A rough estimation of costs indicated that approximately \$1.5M was needed to complete this work. A decision was made, based on area needs, to break up this project into 3 phases at \$500,000 per phase. The first phase would include the east side of City Hall and occur in FY24, the second would include the west side of City Hall and occur in FY25, and the final phase would occur in FY26 and include the second floor.

\$500,000 was budgeted for and approved by City Council for FY24. Facilities staff determined that a project of this size and scope was beyond their capacity to manage alone, so a request for proposals (RFP) was prepared in May of 2023. The purpose of the RFP was to solicit bids for companies to assist the City in:

- determining departmental needs,
- optimizing layouts,
- preparing furniture and wall finish bid specifications,
- reviewing and recommending furniture and finishes,
- providing project oversight.

In July of 2023, City Council awarded Studio SMC the low bid for this work for \$38,900. In July, August and September of 2023, Studio SMC staff visited each department of City Hall and worked with staff to identify needs and solutions. Conceptual drawings were prepared and approved for each area. Bid specifications for the furniture and wall finish work for the first floor only were drafted during November, December, and January. Bid specifications were designed to provide vendors an opportunity to propose on the City's preferred options, but also allow the vendor to propose an alternate, value-engineered option. The bids were structured this way to provide the City with the most flexibility yet allow for an apples-to-apples comparison. On February 13, 2024, bids were returned, with the recommendation for the furniture and wall finish work for the first two phases (i.e., the whole first floor) totaling approximately \$600,000.

Not all furniture and chairs will be replaced. Some departments have relatively new chairs that will remain. Others, such as the Clerk's office, have recently invested in file cabinets that will be refinished and reused.

Concurrent with the furniture and wall finish work, several spaces, particularly on the east side of City Hall, require wall and office or conference room modifications. Additionally, some new desk configurations require electrical and data drops from overhead since no floor boxes are located where

they need to be. Multiple vendors were contacted for this work – several refused to provide estimates due to the amount of work they had. It is estimated that this work will cost approximately \$85,000.

The total costs for the work for the first two phases (i.e., the entire first floor) is approximately \$685,000, well below the original estimate of \$1,000,000.

Upon Council approval, final design, specific furniture selection, and color selections will occur with each department. It is expected that this will take approximately two weeks. Depending on the furniture lead times, it is expected that the east side of City Hall work will be completed by July 1. West side City Hall work is expected to be completed by December 31, 2024.

Finalization of second floor work will occur in late winter/early spring of 2025, so that this third phase can start as soon as possible after July 1, 2025 (in fiscal year 2026). It is likely that a contract extension will occur with the low bidders for furniture and wall finish work at that time. This second-floor work was not included in the original first floor work due to contractors likely not willing to provide pricing that far out, and the fact that the human resources and finance departments are (or were, at the time of bid preparation) in the middle of staffing/organizational realignment and did not have an idea of what the needs of their areas would be.

Interior Remodeling Needs Summary

Following is a summary of the remodeling needs:

- **Age.** The current City Hall was constructed in 2002. At that time, the majority of the desk and office furniture were re-used from the old City Hall, and some was purchased as new. Therefore, most furniture is at least 20 years old, and some is nearing 30 years of age.
- **Furniture Condition.** Given that the furniture is old, it is starting to fail. Laminate surfaces are cracking and peeling, paint is chipping, and desktops are sagging. Staff have reported clothes catching on or being snagged on rough surfaces. Panels are stained or have loose parts.
- **Carpet Condition.** The flooring is also original to 2002. Despite annual deep cleanings, it is showing its age. Discoloring is occurring that cannot be removed and some spots are bare.
- **Part availability.** Due to the furniture age, staff are not able to find replacement parts when drawers or desktops fail. Parts are taken from furniture at other City facilities to make things work. This has resulted in desktops paired with alternate filing systems, or non-uniform walls (i.e. short with tall, tan with red, etc.)
- **Consistency.** When City Hall was built, each Department had its own color “tone”, meaning that any furniture changes that occur outside of department spaces can result in mis-matched pieces. As various departments have grown or shrunk, different pieces have been removed or added on, leading to a patchwork of colors, desk shapes, or cabinets in several areas. The proposed furniture will have one color tone and theme, with similar desks throughout. An effect of non-uniform workstations can also lead to “space-envy” and a sense of inequitable treatment between departments.
- **Asset Management Plan (AMP) Recommendation.** The 2021 AMP recommended replacement of the carpet in 2026. The AMP evaluation at that time did not include an evaluation of existing furniture.
- **Culture.** In the existing competitive work environment, it is important to provide a modern work setting to attract and retain employees. Additionally, a common department request is for a more open, collaborative space. The current cubicle style approach is not conducive to a collaborative environment. While some departments need “walls” for sound to perform their

work (i.e. answering phone calls), others need to operate in a more open space than currently exists.

- **Space.** As departments have grown or shrunk and as technology has improved, some areas have extra space and some need additional space. On the first floor, this has primarily occurred within the Economic Development and IT Departments. Thus, the project includes removing or adding walls to accommodate departmental needs. In addition to physical space alterations, staff are working in a different environment than 20 or 30 years ago. Previously there was a primary need for desk space. Now, there is a need for “screen” space and the infrastructure to accommodate multiple screens or similar.
- **Staffing changes.** Particularly within the Economic Development/Planning/Inspection and Finance Departments, additional staff have recently been hired that make existing furniture and setups difficult to accommodate. Some staff use or have used drafting tables, round coffee tables or other makeshift tables as desks. The new furniture and renovations provide the additional space and work areas necessary.
- **Ergonomics.** The office industry is recognizing the negative health impacts of sit-only desk spaces. While some departments have installed ad-hoc sit-to-stand desks, these are expensive, take up significant space, and are not optimal. The new furniture provides for all desks to have sit-to-stand options, with the entire desk surface raising or lowering instead of just the monitor and keyboards.
- **Additional conference room space.** The current quantity of conference room space is very limited. Internally with staff or externally with developers or residents, more meeting and collaborative events are occurring, prompting a need for space. On the first floor, there are only three conference rooms (IT conference room, east conference room, west conference room). Proposed renovations will increase that to 6 with multiple other open collaboration areas within departments.
- **Branding.** As mentioned, some areas are collages of walls/desk surfaces. Additionally, the wall and flooring are not representative of the proposed branding colors. New wall colors, furniture accents, and floor coverings will include the new branding colors, or close variations of it.

Outside of the overall, general needs identified above, following are photos of specific issues within some departments.

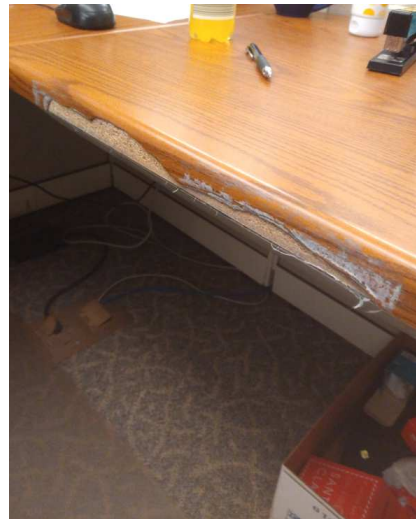
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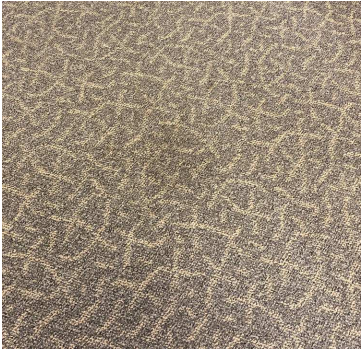
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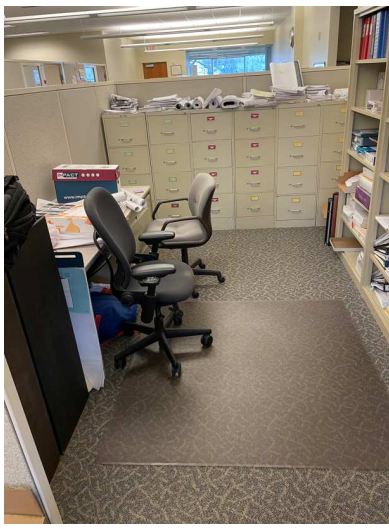
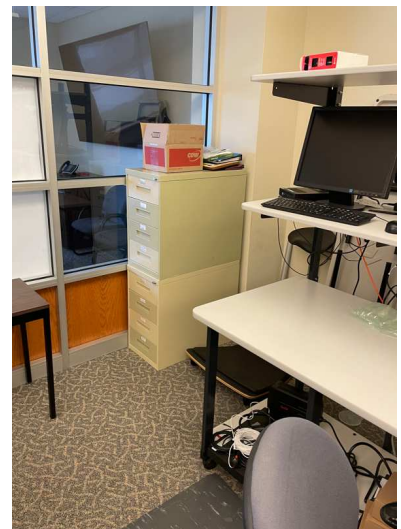
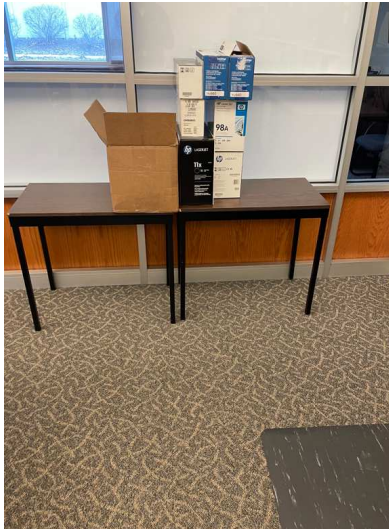
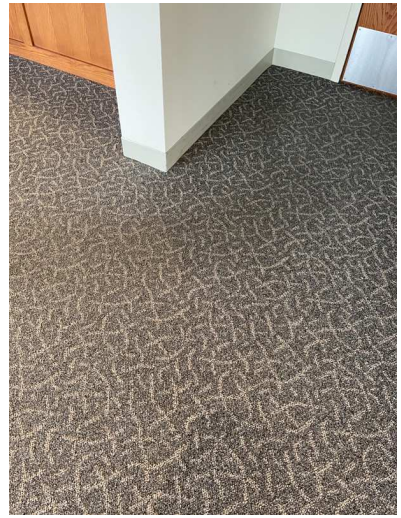
Treasury:



Human Resources/Communications/Purchasing:



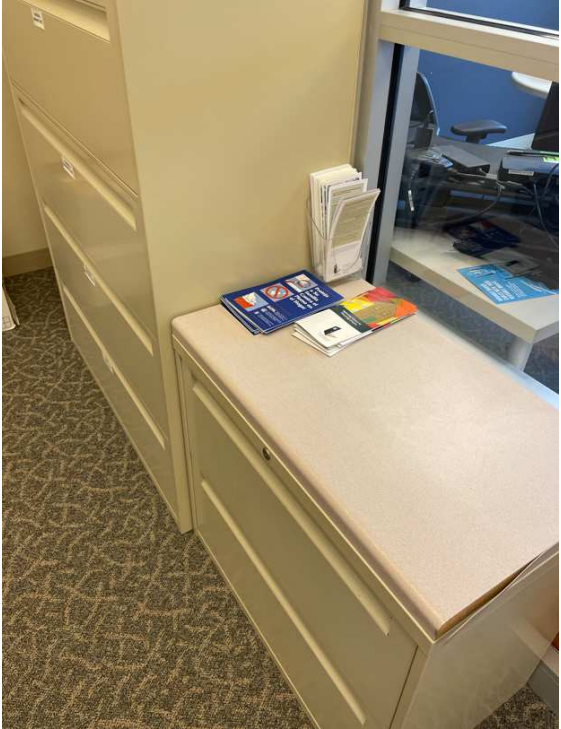
IT:



Planning/Inspections/Economic Development:



Parks and Recreation:





TABULATION OF BIDS

**BIDS FOR FURNITURE PROCUREMENT FOR CITY HALL INTERIOR SPACE
REMODEL (BID #2156)
OPENED BY THE CITY CLERK ON FEBRUARY 13, 2024 AT 11:00 AM
O'CLOCK**

Furniture Dealers			
Option 1 - Preferred			
	Phase 1	Phase 2	Total
Hon - Kentwood	\$204,447.16	\$211,789.42	\$416,236.58
Trellis - MillerKnoll	\$224,127.99	\$220,118.79	\$444,684.98
Hayworth - Interphase	\$262,287.14	\$231,450.81	\$493,737.95
Hon - Staples	\$264,246.53	\$271,360.50	\$535,606.58
Option 2 - VE			
	Phase 1	Phase 2	Total
Hon - Kentwood	\$181,930.13	\$198,785.15	\$380,715.28
Trellis - MillerKnoll	\$188,577.70	\$194,311.96	\$383,327.86
Hayworth - Interphase	\$243,494.87	\$223,535.30	\$467,030.17
Hon - Staples	only submitted one option		



TABULATION OF BIDS

BIDS FOR BUILDING FINISH UPGRADES FOR CITY HALL INTERIOR SPACE REMODEL (BID #2157)
 OPENED BY THE CITY CLERK ON FEBRUARY 13, 2024 AT 11:00 AM O'CLOCK

Contractors

	Phase 1	Phase 2	Total	Included Option 2	Option 2 Price	Grand Total
Do It All Painting LLC.	\$15,309.00	\$26,176.50	\$41,485.50	FALSE		
Optimal Home Services LLC	\$47,586.87	\$84,953.43	\$132,540.30	TRUE	\$6,443.18	\$138,983.48
Quest Design Build LLC	\$77,680.00	\$134,707.00	\$212,387.00	TRUE	\$15,711.00	\$228,098.00
JKB Construction INC.	\$107,824.20	\$174,507.30	\$282,331.50	FALSE		
C70 Builders INC.	\$115,359.00	\$176,865.00	\$292,224.00	TRUE	\$18,501.00	\$310,725.00
Rivertown Painting and Construction	\$109,705.40	\$201,635.00	\$311,340.40	TRUE	38,655.00	\$349,995.40

IV. "ATTACHMENT C"

BID/PROPOSAL FORM

Bid/Proposal for Furniture Procurement | City Hall Interior Space

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

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

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

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

Are you, or the business owner related to an elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list individuals' name(s) and relationship(s):		

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

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

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

Kentwood Office Furniture, Inc.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Kristin Vesely, Vice President of Sales

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: _____

3063 Breton Rd SE

[Proponent's street address]

[Proponent's business phone]

Grand Rapids, MI 49512

[City]

[State]

[Zip]

224.213.6906

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

KristinVesely@KentwoodOffice.com

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

Corporation, Michigan

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



V. "ATTACHMENT D"

PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Kentwood Office Furniture, Inc.
A [Name of contracting entity]
Corporation, Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
3063 Breton Rd SE
[Contractor's street address]
Grand Rapids, MI 49512
[Contractor's city, state & zip]

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

Effective Date means: February 13, 2024

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

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

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

Contractor: Kentwood Office Furniture, Inc.

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

Kristin Vesely, Vice President of Sales

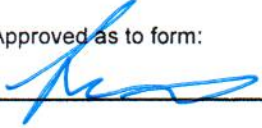
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 02/13, 2024

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:





The City of Wyoming

1155 28th St SW

Wyoming, MI 49509

6 March 2024

To whom it may concern,

I am writing on behalf of Studio SMC to formally endorse Kentwood Office Furniture for the furniture contract for the City of Wyoming City Hall renovations. Their proposal was thorough and meticulous. Kentwood Office Furniture provided references that left a favorable impression regarding the company, its products, and services.

After discussing the proposals with department heads, we are confident that Kentwood Furniture can fulfill all our requirements. In light of feedback from the departments, we recommend including a contingency to accommodate minor design adjustments that have arisen during the review of the furniture proposals.

Sincerely,

Anna Wolford
Senior Project Designer
Studio SMC

IV. "ATTACHMENT C"

BID/PROPOSAL FORM

Bid/Proposal for Building Finishes Upgrades | City Hall Interior Space

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

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

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

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

Are you, or the business owner related to an elected official or employee of the City? If yes, list individuals' name(s) and relationship(s):	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	-------------------------------------

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

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

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

OPTIMAL HOME SERVICES LLC

Bid/Proposal Form Continued

OPTIMAL HOME SERVICES LLC

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

[2nd signature for proponent]

Justin M. Hoan Owner

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 2/12/24

9222 E CD Ave

[Proponent's street address]

[Proponent's business phone]

Richland

[City]

MI

[State]

49083

[Zip]

(269) 719-7768

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

OPTimal Conception@gmail.com

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

Limited Liability Company

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



V. "ATTACHMENT D"
PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

OPTIMAL HOME SERVICES
[Name of contracting entity]
A MICHIGAN LIMITED LIABILITY COMPANY
[State and type of entity, e.g., corporation, limited liability company, etc.]
9222 E CD AVE
[Contractor's street address]
RICHLAND MI 49083
[Contractor's city, state & zip]

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

Effective Date means: February 12th, 2024

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

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

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: JUSTIN M. INOAN
OPTIMAL HOME SERVICES

By: _____
Kent Vanderwood, Mayor

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

Justin Milhoan

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

Date signed: February 12th, 2024

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:





The City of Wyoming

1155 28th St SW

Wyoming, MI 49509

6 March 2024

To whom it may concern,

On behalf of Studio SMC, I would like to formally express our endorsement of Optimal Home Services LLC for the building finishes upgrades associated with the City of Wyoming City Hall renovations. Their submitted proposal was comprehensive and fulfilled all the stipulated requirements.

Optimal Home Services LLC has garnered positive reviews, leading us to believe that they are well-equipped to execute the assigned work seamlessly. We have confidence in their ability to complete the project without encountering any significant issues.

Sincerely,

Anna Wolford
Senior Project Designer
Studio SMC

CITY OF WYOMING

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

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

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

Contractor means: Vander Kodde Construction Company
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
441 44th St SW
(Contractor's street address)
Grand Rapids, MI 49548
(Contractor's city, state & zip)

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

Effective Date means: March 19, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Vander Kodde Construction Company

By: _____
Kent Vanderwood, Mayor

By: Kyle VanderKodde
(Signature of officer, director, or principal of Contractor)
Kyle VanderKodde - President
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: March 6, 2024

Date signed: _____, 20__

Approved as to form:
[Signature]

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOASHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

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

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

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

4. Qualifications. Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:

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

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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

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

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

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

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

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

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

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

March 4, 2024

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

Attn: Troy Rinks

RE: **CITY HALL INTERIOR RENOVATION**
REVISED TO INCLUDE PRIMING AND GLASS DOORS

Thank you for the opportunity to quote this project, please see below for scope and pricing.

General Conditions

- Supervision and management
- Dumpsters
- Temporary protections
- Daily clean up
- Bond Fees

Demolition

- Remove doorway in room 141 and demo wall.
- Remove ceiling tiles in room 143 and room 139 and store.
- Demo walls and bulkhead in room 143.
- Demo wall between room 143 and 139.
- Remove existing storefront window system in room 137.
- Demo door and frame from storage room and save.
- Demo coat racks, bulkheads and walls at storage and coat rack areas.

Openings

- Install two (2) relocated HM frames, wood doors and hardware.
- Install three (3) new 3070 5 3/4" Hollow meal frames.
- Install three (3) new 3070 wood grain doors and hardware.
- Relocate storefront window system from room 137 into room 134A.
- Install two (2) Aluminum framed glass doors at room 134A and 133, reinstall existing hardware.
- Replace wood door at room 137 with full lite HM door with 1/4" glass, reinstall existing hardware.

Finishes

- Install 3 5/8" metal stud framing and drywall with 3.5" insulation for proposed wall in room 141.
- Build out 3 5/8" metal stud walls with 3.5" insulation for proposed rooms 134B and 136 to roof deck.
- Install new wood trim on 4 existing OH doors in maintenance shop.
- Install blocking for proposed TV in room 134B.
- Install new ceiling tile grid from closest mains from room 143 to room 139 new opening.
- Install ceiling tiles from stockpile.
- Install 3 5/8" metal stud wall and drywall with batt insulation for room 137.
- New 3 5/8" metal stud wall and drywall for room 134A.
- Provide and install USG #76975 ceiling tiles at reconfigured lighting locations.
- Patch and repair existing walls at proposed demo locations.

- All ceiling tiles and grid will be removed to the closest mains and reconfigured for new office layout.
- Prime all new drywall and repaired areas

Total Project Cost: \$62,500

Qualifications

- Only two (2) doors and frames will be able to be reused due to the door swings. This proposal includes three (3) new doors and frames.
- Assumes all walls that need to be demoed are non load bearing walls.
- MEP demo items to be removed or made safe by others prior to our work commencing.

Exclusions

- Temp Shoring
- Security system, rough-ins, outlets, or wiring
- Fire protection, electrical, mechanical
- Building permit fees
- Patching of exterior walls
- Painting
- Flooring
- Unforeseen conditions

Thanks again for the opportunity!

Submitted by,



Kyle Vander Kodde | VANDER KODDE CONSTRUCTION
616-901-0560 | kyle@vanderkodatdeconstruction.com

CITY OF WYOMING

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

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

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

Contractor means: TerBeek & Scott Electric Company
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3380 Fairlanes
[Contractor's street address]
Grandville, MI 49418
[Contractor's city, state & zip]

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

Effective Date means: March 19, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Contractor: TerBeek & Scott Electric Company

By: David S. TerBeek
[Signature officer, director, or principal of Contractor]
David S TerBeek President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3/5, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200>.

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

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

4. **Qualifications.** Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Contractor must use language assistance services in communications.

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

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

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

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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

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

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

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

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

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

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

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

TERBEEK AND SCOTT ELECTRIC

3380 Fairlanes • Grandville, MI 49418 • Phone 616.532.7216 • Fax 616.532.7237

March 4, 2024

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

RE: Planning & Zoning

ATTN: Troy Rinks

*We are pleased to provide an estimate for electrical work at the above address.
Per the plans and specifications on drawings 2023-39A page A2 TAG dated 12-11-23
With the following exception: plans and specifications #3 because [Emergency and exit
lighting to remain as is unchanged]
FOR \$ 8,874.00*

Add for Data cabling :

*We will furnish and install 24- cat5e cables from faceplate to new 24 port patch panel
ADD OF \$ 6,153.00*

Thank you

Valid for 30 days

Accepted by: _____

Date: ____ / ____ / ____

TERBEEK AND SCOTT ELECTRIC COMPANY

David TerBeek
Michigan License # 61-01528