

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, DECEMBER 2, 2024, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Bernie Blauwkamp, Resurrection Life Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) **Pledge of Allegiance**
- 4) **Roll Call**
- 5) **Approval of Minutes**
From the November 18, 2024 Regular Meeting
- 6) **Approval of Agenda**
- 7) **Public Hearings** (none)
- 8) **Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) **Petitions and Communications** (none)
 - a) Petitions
 - b) Communications
- 10) **Reports from City Officers**
 - a) From City Council
 - b) From City Manager
24-15 Acceptance of a Utilities Easement (Scott Tubergen)
 - c) From City Clerk
 1. Board of Canvassers Certificate of Elections
 2. Oaths of Office
 - Marissa Postler, Ward 2
 - Robert Postema, Ward 3
 - Sheldon DeKryger, Councilmember-At-Large
- 11) **Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Appreciation to Tommy Brann
- 12) **Budget Amendments** (none)
- 13) **Consent Agenda** (none)
- 14) **Resolutions**
 - a) To Certify the Election of Mayor Pro Tem for the City of Wyoming
 - b) To Establish and Change Certain Regular City Council Meeting Dates in the 2025 Calendar Year
 - c) To Consent to the 2nd Amendment to the Purchase and Development Agreement with Magnus Capital Partners, LLC
 - d) To Approve and Direct the City Manager to Sign the 7th Amendment to a Trail Design Contract with Progressive AE

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

- a) For Award of Bids
 - 1. Water System Optimization Study
 - 2. Towing and Storage of Vehicles
- b) To Approve and Authorize the Mayor and City Clerk to Sign an Amendment to Order Form with Placer Labs, Inc.
- c) To Accept a Proposal for Professional Marketing and Public Relations Services for the Opening of the Godwin Mercado
- d) To Accept a Proposal from Tetra Tech for Lift Station PLC Upgrade Engineering Design Services
- e) To Accept an Amendment for Architectural and Engineering Services for the Public Works Building
- f) To Accept a Quote for Work Order Management System (WOMS) Improvements (Budget Amendment No. 21)
- g) To Approve a Contract with Durango JS, LLC to Provide Liquid Lime Hauling for the Clean Water Plant
- h) To Approve and Authorize the Mayor to Sign Amendments of Agreements Between Kent County and the City of Wyoming for the Jail Per Diem and Arrest Processing Fees

16) Ordinances (none)

17) Informational Material (none)

18) Acknowledgment of Visitors

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

19) Closed Session (none)

20) Adjournment

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

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

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar; como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la 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.

CITY OF WYOMING

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

December 2, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24-15

Subject: Acceptance of Easement
923 Barnum Street - Fire Hydrant

Councilmembers:

Scott Tubergen, owner of 923 Barnum Street, submitted the following described Easement. The Easement conveys permanent access rights to the City of Wyoming to use and maintain a fire hydrant.

Grantor:	Scott Tubergen
Parcel:	41-17-26-228-025
Size of Easements:	175 sf
Consideration:	\$1

It is recommended that the City Council accept the attached Easement which has been approved as to form by the City Attorney.

Respectfully submitted,



Patrick Waterman
Deputy City Manager

Attachments: Utilities Easement

**CITY OF WYOMING
UTILITIES EASEMENT**

Parcel No. 41-17-26-228-025

The Grantor, **Scott Tubergen**, a married man, whose address is 923 Barnum St., SW, Wyoming, MI 49509

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal Corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein) a **Utilities Easement** for Watermain purposes, including the right to enter upon the real property at any time and to construct, reconstruct, replace, repair, operate and maintain the Utilities and appurtenances in, over, under, across, through and upon said real property together with the right to excavate and refill ditches and/or trenches for the location of said Utilities and appurtenances, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, reconstruction, replacement, repair, operation, and maintenance of said Utilities and appurtenances in, over, under, across, through and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

**See Exhibit A attached hereto for the Utilities Easement Area and Utilities Easement
Legal Description (Parcel No. 41-17-26-228-025)**

For the full consideration of \$1

The City shall have the right to use the Grantor's property outside the Easement area but adjoining the Easement area to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement area to as good or better condition than it was prior to any work having been performed.

Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would interfere with the intended use of the Easement.

Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

DATED: 11/21/24

Approved as to form:



Attorney for the City of Wyoming

GRANTOR:



Scott Tubergen

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 15th day of August, 2024, by Scott Tubergen, a married man.

Nicole Crandell
Nicole Crandell, Notary Public
State of Michigan, County of Kent
My Commission Expires: 5/9/2029
Acting in the County of: Kent

NICOLE CRANDELL
Notary Public, State of Michigan
County of Kent
My Commission Expires 06-07-2029
Acting in the County of Kent

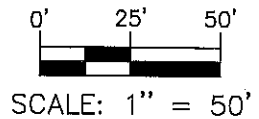
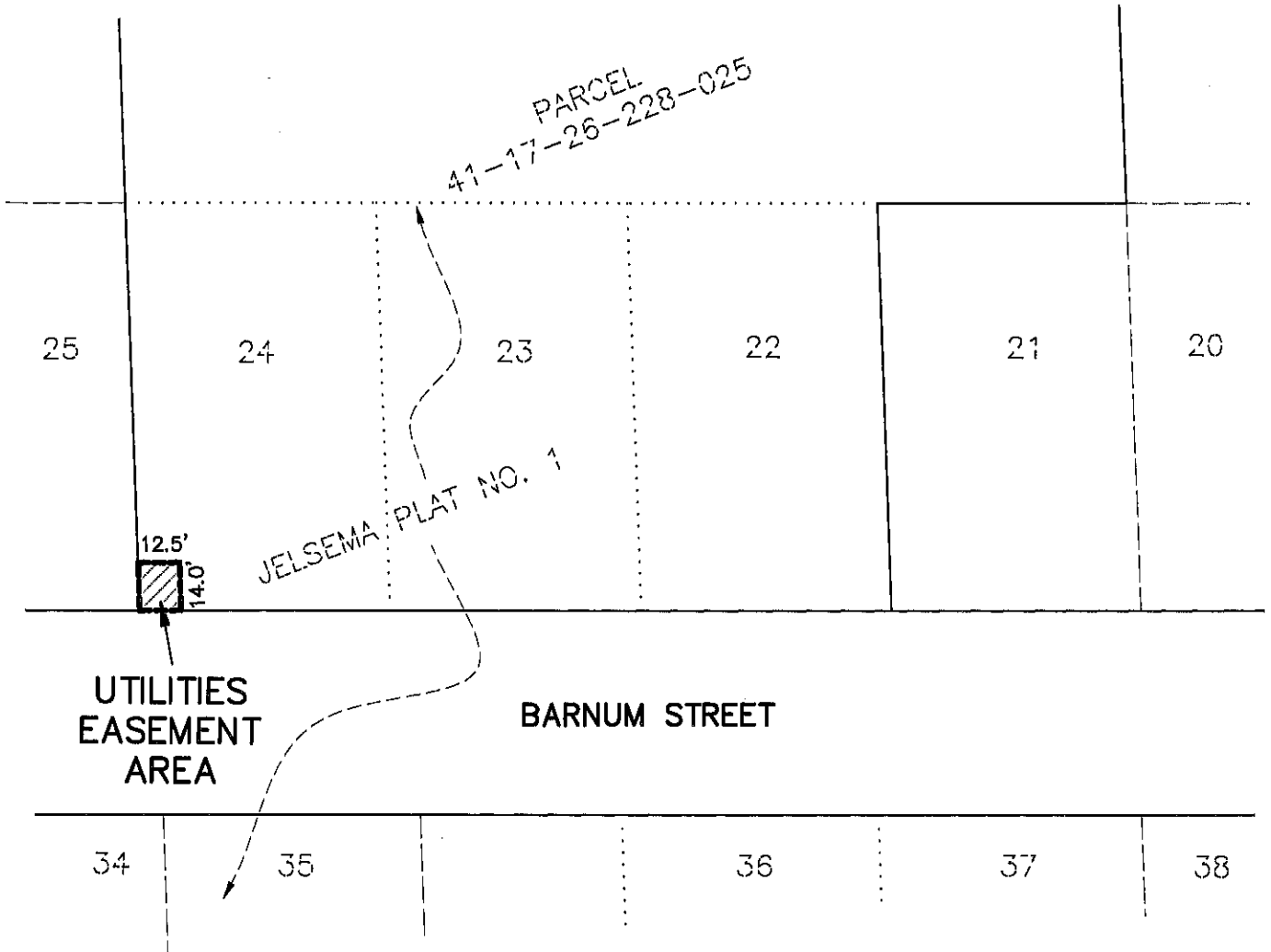
Prepared by and after recording return to:
Scott Tubergen
~~923 Barnum St.~~ 4553 Clyde Park Ave
Wyoming, MI 49509

Legal Description by:
Exxel Engineering, Inc.
5252 Clyde Park S.W.
Grand Rapids, MI 49509

EXHIBIT A

Description of Utilities Easement:

The South 14.0 feet of the West 12.5 feet of Lot 24, Jelsema Plat No. 1, as recorded in Liber 57 of Plats, Page 33, Kent County Records.



Prepared by:
Exxel Engineering, Inc.
5252 Clyde Park Ave., SW
Grand Rapids, MI 49509

RE: Barnum St - Tubergen
222241E 05/16/2024 kv

KENT COUNTY, MICHIGAN
November 5, 2024
Statement of Votes & Certificate of Determination

Jurisdiction: **Wyoming City**

			Number of Votes
City Council Member, 2nd Ward		<u>Vote for not more than 1</u>	
Marissa Postler	Received	Six thousand, eight hundred thirty-seven	6,837

The Board of Canvassers of the County of Kent, State of Michigan, having ascertained and canvassed the votes of the election held on Tuesday, November 5, 2024, does hereby certify and determine that the following candidates have been duly elected:

City Council Member, 2nd Ward
Marissa Postler

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the County of Kent, this 19th day of November 2024.

CERTIFY:

Samela R Richter Chairperson
Jessica Chaley
Robert King
Jane E. Uyl ATTEST:



Lisa Posthumus Lyons
Lisa Posthumus Lyons – Clerk/Register of Deeds

November 19, 2024

Date

KENT COUNTY, MICHIGAN
November 5, 2024
Statement of Votes & Certificate of Determination

Jurisdiction: **Wyoming City**

			Number of Votes
City Council Member, 3rd Ward			
		<i>Vote for not more than 1</i>	
Ted Courter	Received	Two thousand, seven hundred eleven	2,711
Robert Postema	Received	Five thousand, nine hundred ninety	5,990

The Board of Canvassers of the County of Kent, State of Michigan, having ascertained and canvassed the votes of the election held on Tuesday, November 5, 2024, does hereby certify and determine that the following candidates have been duly elected:

City Council Member, 3rd Ward

Robert Postema

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the County of Kent, this 19th day of November 2024.

CERTIFY:

Samela R. Richter

Chairperson

Jessica Chiley

John E. Uyl

ATTEST:



Lisa Posthumus Lyons

Lisa Posthumus Lyons – Clerk/Register of Deeds

November 19, 2024

Date

KENT COUNTY, MICHIGAN
November 5, 2024
Statement of Votes & Certificate of Determination

Jurisdiction: **Wyoming City**

			Number of Votes
City Council Member, At-Large		<i>Vote for not more than 1</i>	
Robert Kilgo	Received	Twelve thousand, five hundred twenty-seven	12,527
Sheldon DeKryger	Received	Thirteen thousand, two hundred fifty-one	13,251

The Board of Canvassers of the County of Kent, State of Michigan, having ascertained and canvassed the votes of the election held on Tuesday, November 5, 2024, does hereby certify and determine that the following candidates have been duly elected:

City Council Member, At-Large
Sheldon DeKryger

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the County of Kent, this 19th day of November 2024.

CERTIFY:

Patricia B. Richter _____
Chairperson
Jessica Chitley _____
John King _____
Jane E. Uyl _____

ATTEST:

Lisa Posthumus Lyons
Lisa Posthumus Lyons – Clerk/Register of Deeds

November 19, 2024

Date



**PROCLAMATION
OF APPRECIATION TO TOMMY BRANN
FOR HIS SERVICE AND DEDICATION TO THE
CITY OF WYOMING AND ITS RESIDENTS**

WHEREAS, Tommy Brann was appointed by the City Council of Wyoming as Councilmember-at-Large in January 2023, and served continuously and commendably until December 2024; and

WHEREAS, during his tenure, Tommy Brann served the City of Wyoming and its residents with extraordinary distinction and integrity, guided by his commitment to better the community and desire to serve with the goal of enhancing the quality of life for the City of Wyoming and its residents; and

WHEREAS, we extend our gratitude to Tommy Brann for his continued service to the community and his efforts while serving as City Councilmember-at-Large; and

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan, on behalf of the Wyoming City Council, do hereby express my sincere appreciation and gratitude to Tommy Brann for his dedicated and outstanding commitment to the City of Wyoming and its residents, and wish him the very best in his continued public service.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan
December 2, 2024

RESOLUTION NO. _____

A RESOLUTION TO CERTIFY THE ELECTION
OF MAYOR PRO TEM FOR THE CITY OF WYOMING

WHEREAS:

1. The City Charter provides in Section 4.4 for the election of a Mayor Pro Tem by a majority of the City Council at the first meeting following the regular City election, after newly elected members take office.
2. In the absence or disability of the Mayor, the Mayor Pro Tem shall perform the duties of the Mayor.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council certifies the election of Councilmember _____ to the Office of Mayor Pro Tem by a majority vote of the City Council for a term expiring at the first City Council meeting following the next regular City election.

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 December 2, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH AND CHANGE CERTAIN REGULAR CITY COUNCIL
MEETING DATES IN THE 2025 CALENDAR YEAR

WHEREAS:

1. Public Act 267 of 1976 requires that meeting dates of the City Council be publicly posted, noting dates, times and places of all regularly scheduled meetings for each calendar year.
2. On occasion, regularly scheduled meeting dates coincide with local, state and/or federal holidays.
3. It is deemed advisable to adjust the 2025 regular meeting schedule to accommodate certain holidays.

NOW, THEREFORE, BE IT RESOLVED:

1. The regular meetings of the Wyoming City Council will be held on the first and third Mondays of each month at 7:00 p.m., except in September, when the first meeting shall be on Tuesday, September 2.
2. The work sessions of the City Council shall be held on the second Monday of each month at 5:30 p.m.
3. Committee of the whole meetings of the City Council shall be called as needed.
4. All dates for regular and work session meetings of the Wyoming City Council are included in the attached schedules.

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 December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

**SCHEDULED MEETING DATES OF THE WYOMING CITY COUNCIL
REGULAR COUNCIL MEETINGS FOR THE YEAR 2025**

ALL MEETINGS BEGIN AT 7:00 PM AND ARE HELD IN THE WYOMING CITY HALL LOCATED AT 1155 28TH ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28TH STREET SW, P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

REGULAR COUNCIL MEETING DATES

MONDAY, JANUARY 6, 2025
MONDAY, JANUARY 20, 2025

MONDAY, FEBRUARY 3, 2025
MONDAY, FEBRUARY 17, 2025

MONDAY, MARCH 3, 2025
MONDAY, MARCH 17, 2025

MONDAY, APRIL 7, 2025
MONDAY, APRIL 21, 2025

MONDAY, MAY 5, 2025
MONDAY, MAY 19, 2025

MONDAY, JUNE 2, 2025
MONDAY, JUNE 16, 2025

MONDAY, JULY 7, 2025
MONDAY, JULY 21, 2025

MONDAY, AUGUST 4, 2025
MONDAY, AUGUST 18, 2025

*** **TUESDAY, SEPTEMBER 2, 2025** ***
MONDAY, SEPTEMBER 15, 2025

MONDAY, OCTOBER 6, 2025
MONDAY, OCTOBER 20, 2025

MONDAY, NOVEMBER 3, 2025
MONDAY, NOVEMBER 17, 2025

MONDAY, DECEMBER 1, 2025
MONDAY, DECEMBER 15, 2025

**SCHEDULED WORK SESSION MEETING DATES OF THE
WYOMING CITY COUNCIL FOR THE YEAR 2025**

ALL MEETINGS BEGIN AT 5:30 PM AND ARE HELD IN THE WYOMING CITY HALL
LOCATED AT 1155 28TH ST SW, WYOMING, MICHIGAN IN THE CITY COUNCIL
CHAMBERS.

THE COMPLETE ADDRESS OF WYOMING CITY HALL IS 1155 28TH STREET SW,
P.O. BOX 905, WYOMING, MICHIGAN 49509-0905.

WORK SESSION MEETING DATES

MONDAY, JANUARY 13, 2025

MONDAY, FEBRUARY 10, 2025

MONDAY, MARCH 10, 2025

MONDAY, APRIL 14, 2025

MONDAY, MAY 12, 2025

MONDAY, JUNE 9, 2025

MONDAY, JULY 14, 2025

MONDAY, AUGUST 11, 2025

MONDAY, SEPTEMBER 8, 2025

MONDAY, OCTOBER 13, 2025

MONDAY, NOVEMBER 10, 2025

MONDAY, DECEMBER 8, 2025

RESOLUTION NO. _____

RESOLUTION CONSENTING TO 2nd AMENDMENT TO PURCHASE AND DEVELOPMENT
AGREEMENT WITH MAGNUS CAPITAL PARTNERS, LLC

WHEREAS:

1. The City Council strongly supports a city center vision to create a Wyoming downtown that will include, among much other development, the private construction additional dwelling units and commercial space within 4- or 5-story buildings on the remainder of former Studio 28 property acquired by the Wyoming Brownfield Redevelopment Authority (**WBRA**).
2. Toward that end, the City Council approved the advancement of funds to the WBRA for its acquisition of the remainder of the former Studio 28 property and pursuant to the agreement advancing those funds, the City Council's consent is needed for the resale of that property.
3. Magnus Capital Partners, LLC, the developer of the adjoining Hōm Flats development and owner of the adjoining Wyoming Village shopping center property (**Magnus**), entered into a May 31, 2022, Purchase and Development Agreement to acquire that property (**Purchase Agreement**).
4. Due to delays in finalizing plans for the pedestrian/bicycling bridge over 28th St SW, Magnus' efforts to acquire an additional parcel, and other factors, the Purchase Agreement was amended in December 2023 to extend the closing deadline to December 31, 2024.
5. Because Magnus acquired additional property, Hōm Flats phase III will not include the portion of the property lying east of 28 West Place, but Magnus will before December 31, 2024, nevertheless acquire all of the property for the agreed upon purchase price (though it will be allocated among the parcels as indicated in the 2nd Amendment, as defined below) and Magnus will also begin demolition of the building on the parcel lying east of 28 West Place before December 31, 2024 with completion before March 31, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council consents the Second Amendment to the Purchase and Development Agreement (**2nd Amendment**).
2. The City Council also consents to temporary use of up to \$1.7 million of the proceeds of that sale to pay a portion of construction costs for the city's 36th street marketplace with that amount will be repaid from tax increment revenues the WBRA collects pursuant to the approved Site 36 brownfield plan and marketplace Act 381 work plan approved by the Michigan Economic Development Corporation and Michigan Department of the Environment, Great Lakes, and Energy. The remaining proceeds from the sale to Magnus will be repaid to the general fund as provided in the fund advance agreement between the city and the WBRA as amended.
3. The Mayor and City Clerk are authorized and directed to sign the 2nd Amendment in the form submitted with this resolution subject to such changes as are approved by the City attorney. All City officers and employees are authorized and directed to take all actions close that transaction.
4. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 13, 2024 (revised November 25, 2024)
Subject: City Center – Magnus Capital Partners (Höm Flats) related agenda items
From: Scott G. Smith, City Attorney
Meeting Date: November 18, 2024 – First reading of PILOT ordinance amendment
December 2, 2024 – Consent to 2nd Amendment to Purchase & Development Agreement
December 16, 2024 – Adoption of PILOT ordinance amendment & Superseding MSA

RECOMMENDATION:

November 18 – Approve first reading of Ordinance to Amend Section 2-310.11 of the City Code to Update the Definitions of “Project” and “Project Property” for the 28WPhaseThree Limited Dividend Housing Association Limited Partnership Housing Project.

December 2 – Adopt Resolution Consenting to 2nd Amendment to Purchase and Development Agreement with Magnus Capital Partners, LLC.

December 16 – Adopt Ordinance to Amend Section 2-310.11 of the City Code to Update the Definitions of “Project” and “Project Property” for the 28WPhaseThree Limited Dividend Housing Association Limited Partnership Housing Project.

December 16 – Adopt Resolution Approving and Authorizing Mayor and City Clerk to Sign Superseding Municipal Services Contract (28WPhaseThree LDHA Limited Partnership Housing Project).

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - GOAL 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.
 - GOAL 4 – Encourage more affordable housing in the city.

DISCUSSION:

The WBRA acquired the remaining former Studio 28 property in December 2021 to resell for development consistent with the city center project vision, essentially for construction of 4- to 5-story mixed used buildings affordable housing units and by retail and other commercial uses on their ground floors. Magnus Capital Partners LLC (**Magnus**) entered into a Purchase and Development Agreement in 2022 pursuant to which Magnus would close on the purchase of that property by December 2023. Because of delays in finalizing the design of the pedestrian/bicycling bridge over 28th Street t, Magnus’ efforts to acquire adjoining property, and other factors, the City Council previously approved an amendment to that agreement to extend the closing deadline for one year until December 31, 2024. Since that amendment, Magnus also acquired the former Frankie V’s site and has reconfigured its phase III plan to exclude the parcel east of 28 West Place (where the former Lindo Mexico building is located). However, Magnus still plans to close on the purchase of all of the property by year-end and to pay the contracted total purchase price for the property, though it wishes to allocate that purchase price so only \$1 of it will be allocated to the Lindo parcel. Magnus is also agreeing to begin demolition of the former Lindo building by year-end.

In December 2021, the City Council approved a fund advance agreement with the WBRA to advance general fund monies for the purchase of the former Studio 28 property with the repayment of those funds to come with the closing on the resale of that property or the closing on the sale of Site 36. That agreement was amended to extend the repayment obligation and to forego the requirement that the Site 36 sale proceeds be used to fund the repayment of the advanced funds. As you know, the 36th Street marketplace construction cost exceed amounts currently available with brownfield tax increment revenues collected with

the development of Site 36 over the next 3 to 4 years to be used to pay that funding gap. In the interim, it is proposed that up to \$1.7 million of the proceeds from the sale of the former Studio 28 property to Magnus be temporarily used to fund the 36th Street marketplace funding gap. The remainder of the proceeds from the sale to Magnus will go to reimburse the general fund. As the Site 36 TIF revenues are collected, they will complete the repayment of the general fund. There was also a second fund advance agreement using funds made possible by the city's ARPA fund allocation that the WBRA loaned to Magnus for the purchase of the Wyoming Village Mall. Those funds will be repaid in 2030.

The first resolution consents to the 2nd Amendment to the Magnus Purchase and Development Agreement to allow the split of the parcels and the uneven purchase price allocation, as well as to provide for demolition of the building on the parcel lying east of 28 West Place. It also allows for the temporary use of part of the sale proceeds to fund part of the 36th Street marketplace construction with repayment from brownfield tax increment revenues generated over the next few years from the development of Site 36.

The city approved a PILOT ordinance and municipal services agreement for the Hōm Flats phase III affordable housing units in 2022. The ordinance amendment and second resolution (to be adopted December 16) amend the property description and project description for the PILOT and municipal service fee to include the former Frankie V's parcel and exclude the Lindo parcel and to tie the project to an updated site layout. The remaining terms of those documents, including the amounts of the payments in lieu of taxes and municipal service fees remain the same.

BUDGET IMPACT:

Adoption of the ordinance and resolutions will not have a budgetary effect, except for a delay in the full repayment of the advanced funds.

SECOND AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (this “Amendment”) is made and entered into effective as of the 19th day of November, 2024 (the “Effective Date”), by and between **MAGNUS CAPITAL PARTNERS LLC**, a Delaware limited liability company, on behalf of an entity to be formed (the “Purchaser”), and the **WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY**, a public body corporate (the “Seller”).

RECITALS:

A. Purchaser and Seller are parties to that certain Purchase and Development Agreement dated as of May 31, 2022 (the “Original Agreement”), as amended by that certain 1st Amendment to Purchase and Development Agreement dated as of December 18, 2023 (the “First Amendment”, together with the Original Agreement, the “Purchase Agreement”), regarding the sale by Seller to Purchaser of certain real property located in the City of Wyoming, Kent County, Michigan, as more particularly described in the Purchase Agreement.

B. Purchaser and Seller have agreed to amend the Purchase Agreement in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth herein, the sufficiency and adequacy of which are hereby mutually acknowledged and accepted, and with the intent to be legally bound hereby, Purchaser and Seller hereby agree to amend the Purchase Agreement as follows:

1. **Capitalized Terms.** Capitalized terms used herein but not defined shall have the meaning given to such terms in the Purchase Agreement.

2. **Description of the Property.** Exhibit A to the Purchase Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto. The portion of the Property described on Exhibit A under the heading “Phase III Property” shall be referred to herein as the “Phase III Property”. The portion of the Property described on Exhibit A under the heading “Lindo Property” shall be referred to herein as the “Lindo Property”. Purchaser and Seller acknowledge and agree that the Project shall be constructed solely on the Phase III Property and the Purchaser’s conditions, covenants and obligations related thereto as set forth in the Purchase Agreement shall only apply to the Phase III Property. The Lindo Property will be conveyed to Purchaser or an affiliate of Purchaser for future development which may be related or unrelated to the Project to be constructed on the Phase III Property.

3. **Allocation of Purchase Price.** The Purchase Price as set forth in Section 2 of the Purchase Agreement is hereby allocated such that: (a) the portion of the Purchase Price allocable to the Lindo Property shall be equal to One Dollar (\$1.00) (the “Lindo Property Purchase Price”); and (b) the portion of the Purchase Price allocable to the Phase III Property shall be Purchase Price as set forth in Section 2 of the Purchase Agreement, less the Lindo Property Purchase Price (the “Phase III Property Purchase Price”).

4. **Assignment.** Section 9 of the Purchase Agreement is hereby amended such that Purchaser shall be permitted to assign the Purchase Agreement as it relates to the Phase III Property to an entity in which Purchaser or any principal holds an ownership or managing interest, and separately assign the Purchase Agreement as it relates to the Lindo Property to a different entity in which Purchaser or any principal holds an ownership or managing interest.

5. **Demolition.** Purchaser agrees that it shall commence with the demolition of the existing building on the Lindo Property on or before December 31, 2024 and will be completed on or before March 31, 2025..

6. **Miscellaneous.** Except as specifically amended herein, all the terms and provisions of the Purchase Agreement are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the Purchase Agreement and this Amendment, the terms and provisions of this Amendment shall govern and control and any conflicting terms and provisions of the Purchase Agreement shall be deemed amended to the extent necessary not to conflict with the provisions hereof. Capitalized terms used herein, but not otherwise defined, shall have the same meaning as used in the Purchase Agreement.


7. **Counterparts.** This Amendment may be executed in one or more counterparts, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on Purchaser and Seller. This Amendment may be executed in telecopy (faxed) or emailed copies and such signed copies treated as originals for all purposes shall be binding upon the parties.

[Signatures on next page]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Amendment to be effective as of the Effective Date.

PURCHASER:

MAGNUS CAPITAL PARTNERS LLC,
a Delaware limited liability company

By:  _____

Name: Vishal Arora _____

Its: Authorized Signatory _____

SELLER:

WYOMING BROWNFIELD REDEVELOPMENT
AUTHORITY, a public body corporate

By: _____
Tom Brann, Chair

By: _____
Nicole Hofert, Secretary

CITY CONSENT

The City of Wyoming consents to this Amendment.

CITY OF WYOMING:

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Approved as to form:

By: _____
Scott G. Smith, City Attorney

EXHIBIT A

Legal Description of the Property

Phase III Property

1440 28th St. SW (Parcel No. 41-17-14-126-025):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NW corner of said Section 14; thence S88°11'47"E 827.00 feet along the North line of said Section 14; thence S00°24'13"E 73.99 feet along the East line of the West 827 feet of said NW 1/4 to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence

S87°34'58"E 49.17 feet along said Southerly line; thence Easterly 201.95 feet along said Southerly line on a 34,442.48 foot radius curve to the left, the chord of which bears S87°49'44"E 201.95 feet; thence S00°24'13"E 383.14 feet; thence N88°22'14"W 251.00 feet to the East line of the West 827 feet of said NW 1/4; thence N00°24'13"W 386.01 feet to the place of beginning. This parcel contains 2.213 acres.

1420 28th St. SW (Parcel No. 41-17-14-126-026):

Part of the NW 1/4 of Section 14, T6N, R12W, described as: Commencing at the NW corner of said Section; thence S88°11'47"E 827.00 feet along the North line of said Section 14; thence S00°24'13"E 74.12 feet parallel with the West line of said Section 14 to a point on the South right-of-way line of 28th street (130 foot wide right-of-way); thence S87°34'15"E 49.17 feet along said South right-of-way line; thence Easterly 201.95 feet along said South right-of-way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00°20'09 seconds, and a chord bearing S87°44'49"E 201.95 feet to the Point of Beginning; thence continuing Easterly 228.54 feet along said South right-of-way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00°22'49 seconds, and a chord bearing S88°06'18"E 228.53; thence S00°24'13"E 381.59 feet parallel with the West line of said Section 14; thence N88°20'01"W 228.50; thence N00°24'13"W 382.51 feet parallel with the West line of said Section 14 to the Point of Beginning.

1410 28 West Place SW (Parcel No. 41-17-14-126-027):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NW corner of said Section 14; thence S88°11'47"E 1306.56 feet along the North line of said Section 14; thence S00°24'13"E 76.47 feet to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence Easterly 150.88 feet along said Southerly line on a 34,442.48 foot radius curve to the left, the chord of which bears S88°25'28"E 150.88 feet to the Westerly line of 28 West Drive; thence S44°35'25"E 87.56 feet along said Westerly line; thence Southeasterly 494.24 feet along said Westerly line on a 343.50 foot radius curve to the left, the chord of which bears S43°19'06"E 452.69 feet to the East line of the West 1827 feet of said NW 1/4; thence S00°24'13"E 1.01 feet along said East line; thence N88°22'14"W 520.39 feet; thence N00°24'13"W 382.09 feet to the place of beginning. This parcel contains 2.351 acres.

Lindo Property

1345 28 West Place SW (Parcel No. 41-17-14-126-028):

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NW corner of said Section 14; thence S88°11'47"E 1827.00 feet along the North line of said Section 14; thence S00°24'13"E 72.57 feet along the East line of the West 1827.00 feet of said NW 1/4 to the Southerly line of 28th Street and the PLACE OF BEGINNING of this description; thence S00°24'13"E 50.00 feet along said East line; thence N89°35'47"E 40.00 feet; thence S00°24'13"E 120.00 feet; thence S89°35'47"W 40.00 feet; thence S00°24'13"E 132.87 feet to the Easterly line of 28 West Drive; thence Northwesterly 377.74 feet along said Easterly line on a 263.50 foot radius curve to the right, the chord of which bears N41°40'45"W 346.21 feet; thence N45°24'35"E 68.68 feet to the Southerly line of 28th Street; thence S88°44'28"E 179.21 feet along said South line to the place of beginning. This parcel contains 1.358 acres.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND DIRECT THE CITY MANAGER TO SIGN THE
7TH AMENDMENT TO A TRAIL DESIGN CONTRACT WITH PROGRESSIVE AE

WHEREAS:

1. The city has contracted with Progressive AE for design and other professional engineering services needed for its city center project.
2. Additional professional engineering services were and are needed to complete that project, including coordination with and meeting requirements of Consumers Energy for trail segment 5, development of separate bid packages for various project segments, electrical design of trail lighting systems, work related to obtaining and complying with the EGLE wetlands permit, redesign of storm sewers in Hook Ave to meet MDOT requirements, coordination of the 28th Street phase II power and communications lines undergrounding project (between Michael Ave and Clyde Park Ave), and other surveying and design work the city requested during project implementation..
3. Progressive AE, Inc. provided proposals for those additional services for a total of \$80,617.50.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The 7th Amendment to the Trail Design Contract with Progressive AE, Inc is approved and the City Manager is authorized and directed to sign it for the city. All City officers and employees are authorized and directed to take all actions needed to implement that contract according to its terms.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: November 25, 2024
Subject: 7th Amendment to Trail Design Contract with Progressive AE
From: Nicole Hofert, Director of Community & Economic Development
Scott Smith, City Attorney
CC: John Shay, City Manager

Meeting Date: December 2, 2024

RECOMMENDATION:

Approve and direct the City Manager to sign the 7th Amendment to Trail Design Contract with Progressive AE.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Progressive AE has been engaged to provide design and other professional engineering services for certain City Center projects. Additional professional engineering services were and are needed to complete that project, including coordination with and meeting requirements of Consumers Energy for trail segment 5, development of separate bid packages for various project segments, electrical design of trail lighting systems, work related to obtaining and complying with the EGLE wetlands permit, redesign of storm sewers in Hook Ave to meet MDOT requirements, coordination of the 28th Street phase II power and communications lines undergrounding project (between Michael Ave and Clyde Park Ave), and other surveying and design work the city requested during project implementation.

BUDGET IMPACT:

There are funds available in the City Center project fund, which includes the city's ARPA funds, the county ARPA fund grant, and a state appropriation.

Attachments:
Contract
Resolution

CITY OF WYOMING

7TH AMENDMENT TO TRAIL DESIGN CONTRACT PROGRESSIVE AE, INC.

This 7th Amendment to Trail Design Contract (**7th Amendment**) is made as of as of December 3, 2024 (**Effective Date**) and amends for a seventh time the Trail Design Contract dated as of June 21, 2022, between the City of Wyoming (**City**) and Progressive AE, Inc. (**Professional**).

RECITALS

- A. City wishes to add additional engineering and design services to provide for engineering services by Professional that exceed the services, time and expenses provided for in in the Trail Design Contract as previously amended including coordination with and meeting requirements of Consumers Energy for trail segment 5, development of separate bid packages for various project segments, electrical design of trail lighting systems, work related to obtaining and complying with the EGLE wetlands permit, redesign of storm sewers in Hook Ave to meet MDOT requirements, coordination of the 28th Street phase II power and communications lines undergrounding project (between Michael Ave and Clyde Park Ave), and other surveying and design work the city requested during project implementation.
- B. Professional submitted a proposal for that work, a copy of which is attached as Exhibit A (**Proposal**) totaling \$80,617.50.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this 7th Amendment, including the compensation stated in the proposal, the parties agree:

1. Professional will perform the Added Services for the compensations stated in the Proposal to be invoiced as stated in the Proposal.
2. All other terms of the Trail Design Contract remain in full effect. The parties note that Professional's "Standard Agreement Provisions for Professional Services" are intentionally omitted and are not a part of this Contract because many of them are included in the Trail Design Contract.

City and Professional have signed this 7th Amendment as of the Effective Date.

City of Wyoming

By: _____
John Shay, City Manager

Date signed: December __, 2024

Approved as to form:



Scott G. Smith, City Attorney

Progressive AE, Inc

By: _____
William W. Culhane RA, CDT, LEED AP
Director of Project Delivery, Principal

By: _____
Michael J Oezer
Michael J. Oezer, PE, Senior Municipal Engineer

Date signed: December __, 2024

Digitally signed by William Walter Culhane
DN: C=US,
E=culhaneb@progressiveae.com,
CN=William Walter Culhane
Reason: I have reviewed this document
Date: 2024.11.25 17:54:34-05'00'

Digitally signed by Michael J Oezer
DN: C=US, E=oezerm@progressiveae.com,
O=Progressive AE, CN=Michael J Oezer
Date: 2024.11.25 12:59:28-05'00'

November 11, 2024

Wyoming 7th AMENDMENT REQUEST

1. Coordination of the Consumers Energy (CE) Approvals for use of the CE fee-title for the proposed trail and for approval to build the Trail within CE's easement area. The Original Contract – Task #5 included Item b for Consumers Energy coordination as part of Trail #5 design. I've approximated this item as roughly a \$3,000 budget in comparison to the work in Task #4, which did not include Consumers Energy coordination. This fee was expended in Progressive's work in 2023. The additional services request is for efforts in 2024 including permit coordination, meetings, providing updated maps and title information, design modifications to the trail to meet requirements for separation from CE equipment, centerline descriptions and trail staking.
 - a. Additional Fee Requested: \$17,387.50
 - b. Total hours of effort expended: 113.50
 - c. See Attachment A for listing of billed detail

2. Development of Separate Bid Packages for the Hook Avenue and the Trail project to allow for timely bidding and construction of portions of the project. This included development of drawings, specification and itemized bid forms and cost estimates. The HAWK Signal was also in the larger set and then removed to be bid separately. It also included analysis of wage rates, additional Weller design efforts beyond the contract amount
 - a. Additional Fee Requested: \$9,268.75
 - b. Total hours of effort expended: 72.75
 - c. See Attachment B for listing of billed detail

3. Electrical Design of Lighting System along trail. This design item was not included in the original contract, the fee development spreadsheets or any amendments. This included development of design, specification and itemized bid forms and cost estimates. Billings include time for electrical engineers for design and for civil engineers for coordination and drawings.
 - a. Additional Fee Requested: \$15,840.00
 - b. Total hours of effort expended: 128.75
 - c. See Attachment C for listing of billed detail
 - d. The design amount is 2.8% of the value of the lighting systems (\$565,0000)

4. Coordination of the EGLE wetland permit required for the wood bridge crossing of the storm basin area of the trail. This effort included permit application preparation and modification of drawings to accommodate EGLE requirements for permit issuance. The original design contract for Trail #3 permitting was \$1,860 (per the fee development spreadsheet). This amount was expended in summer 2023. The additional work performed was completed in fall 2023 and 2024
 - a. Additional Fee Requested: \$6,250.00
 - b. Total hours of effort expended: 52.75
 - c. See Attachment D for listing of billed detail

5. Re-design of the Hook Avenue storm sewer system per requirements of MDOT to allow for permitting of the roadway and storm sewer improvements. 5th Amendment Item A.1 included design of Hook Avenue, including storm sewer design. That effort was completed, including support by the City of Wyoming. This effort is for redesign and extensive MDOT storm sewer analysis needed by the local MDOT office. All work was completed in March and April 2024 as the project was out for construction.
 - a. Additional Fee Requested: \$5,371.25
 - b. Total hours of effort expended: 39.50
 - c. See Attachment E for listing of billed detail

6. Coordination of the Phase 2 Undergrounding project along 28th Street.
 - a. Additional Fee Requested: \$20,000. This will cover approximately \$6,000 spent to-date and \$16,000 moving forward in 2024, 2025 and 2026 for coordination of Phase 2 work.
 - b. Total hours of effort expended: 37.25 hours and \$5,946.36 spend to-date on Phase 2 activities and Phase 1 wrap up in 2024.

7. Weller Site Topography and Storm Design.
 - a. Additional Fee Requested:
 - i. \$2,500 for the additional topography shot for the Weller site to support the stormwater investigation.
 - ii. \$4,000 for additional design and coordination effort anticipated for the stormwater volume evaluation discussed previously.

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RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Water System Optimization Study	Fishbeck, Thompson, Carr & Huber, Inc. DBA Fishbeck	\$238,249.00
Towing and Storage of Vehicles	Matthies Enterprises Inc. DBA Merls Towing Service	Bid pricing as shown on the attached contract.

2. City Council authorizes the City Manager to sign the contracts.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: November 19, 2024
Subject: Water System Optimization Study
From: Jaime Fleming, Superintendent
CC: Myron Erickson, Director of Public Works
Meeting Date: December 2, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by Fishbeck for the Water System Optimization Study up to the amount of \$238,249.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

Infrastructure improvements have been completed over the years within the City's water system, and in the wholesale customer systems, to meet increasing demands and expanding service areas. Regional demands have grown such that the water system is experiencing operational impacts which require large capital projects to meet growing needs. The optimization study will assist the City and its regional partners in understanding the dynamics of the water system and develop a plan for sustainably supporting current and future demands. The optimization study will focus on:

- Creation of a regional water model that incorporates Wyoming and the connected wholesale communities.
- Recommendations for capital, operational, or administrative approaches that may mitigate or delay the need for large infrastructure projects.
- Foundational data that will inform equitable cost sharing, funding and rate evaluations, and future contractual frameworks.

On Tuesday, October 15, 2024, four proposals were received for the Water System Optimization Study. There were 43 downloads of the request for proposals. The lowest priced proposal did not meet the specified scope of work. Interviews were held with two organizations,

Fishbeck and Prein & Newhof, to understand their suggested approach. Fishbeck is recommended for their extensive experience and expertise with similar projects.

TABULATION:

Proposer Name	Proposal Amount
Jones and Henry Engineers, Ltd.	\$167,965.80
Fishbeck	\$238,249.00
Prein & Newhof	\$278,000.00
DLZ Michigan Inc.	\$319,500.00

BUDGET IMPACT:

Adequate funds exist in Water Fund capital outlay account 591-537-57300-986.444.

CITY OF WYOMING

Wyoming Water System Optimization Study Contract CITY OF WYOMING, MICHIGAN

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

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

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

Effective Date means: December 3, 2024.

Professional means: Fishbeck, Thompson, Carr & Huber, Inc. d/b/a Fishbeck
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1515 Arboretum Dr SE
[Professional's street address]
Grand Rapids, MI 49546
[Professional's city, state & zip]

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

Proposal means Professional's proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals, if any, attached as Exhibit A.

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

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

TERMS AND CONDITIONS

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

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

Exhibit C will supersede the Terms and Conditions contained in Exhibit A.

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'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

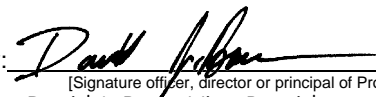
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Fishbeck, Thompson, Carr & Huber, Inc. d/b/a Fishbeck

By: 

[Signature of officer, director or principal of Professional]
David J. Baar, Vice President
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: November 19, 2024

EXHIBIT A
RFP

REQUEST FOR PROPOSALS

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

Wyoming Water System Optimization Study

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

DUE DATE AND TIME

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

Due date and time: Tuesday, October 15, 2024 11:00 a.m., local time

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

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

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

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

PRE-BID MEETING

A pre-bid meeting will not be held.

QUESTIONS, INTERPRETATIONS AND ADDENDA

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

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

BID/PROPOSAL REQUIREMENTS

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

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

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

1. Reviewing and being familiar with this request for bid/proposal and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids/proposals will be posted on City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.
2. Reviewing the plans and specifications to determine if Davis-Bacon Act or other prevailing wage requirements, low- and moderate-income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid/proposal, the proponent accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred to in this bid/proposal document are for reference only and need not be returned with the bid/proposal. They will, however, be part of the contract documents.

ALL BIDS/PROPOSALS MUST:

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

in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.

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

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

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

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

CITY'S RESERVATION OF RIGHTS

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

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

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

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

CONSIDERATION FACTORS

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

1. **Legal Compliance.** Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. **Permits and Inspections.** Unless the plans and specifications or the submitted bid/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 identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.

- A. If some or all of the funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:
1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision Number MI20240088 dated 01/19/2024, <https://sam.gov/wage-determination/MI20240088/1>. It is updated annually.
 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 the Request for Bids/Proposals indicates they are applicable, Contractor shall fully 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 and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.
4. Qualifications. Contractor represents and promises that:
- A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and 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 Community Development Block Grant (**CDBG**) or other federal and/or state funded project, neither Contractor nor any of its subcontractors on the HUD listing 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 of its subcontractors is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
- A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, 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.*, they 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 with them.
 - D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
- A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.
 - B. No owner, director, officer, member, partner, or key employee of Contractor 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 contract and specifications. 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 the contract. Unless other provisions apply, City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to 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 plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:
- A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.

- C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for any items provided or installed under the contract, and ensure all related warranties are held by or assigned to City.
 - E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules and regulations applicable to such disposal. Contractor will retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state otherwise, Contractor will restore, without expense to 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, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. Taxes. 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.
- A. Invoices must be separated to show the amount added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
14. Records. Because 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.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
- A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.
 - B. This contract will be binding on Contractor's successors and permitted assigns.
 - C. No other individuals or entities are intended to be beneficiaries of this contract.
16. Independent Contractor. Contractor and Contractor's subcontractors and consultants are wholly independent of City. None of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions, and statements of Contractor's personnel and the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
- A. In case of Contractor's default, 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 reasonable 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 any lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
- C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.
- D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. All parties agree to this jurisdiction and venue.
- E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
- F. Discrepancies in Plans and Specifications
 1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids/Proposals document, who will correct such discrepancies, errors, or omissions in writing.
 2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - Contract
 - Bid Proposal on City's Form - without any additions or changes
 - Technical Bid Specifications
 - Instructions to Bidders
 - General Bid Information
 - Drawings
 - City of Wyoming Standard Specifications for Construction\Prequalification Documents
<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>.
 3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

18. General Terms.

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

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.
- B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991.

2. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed 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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed 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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$0.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$0.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed 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) all authorized agents of the foregoing.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No <u>X</u> _____ 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. Policy(ies), as described above which require City or any of City's personnel to be named or additional insureds, shall be endorsed to state the following: "30 days advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW, Wyoming, MI 49509-0905." Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies, and endorsements.
- C. Upon the City's request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor's policy.
- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.

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

2. Payment Bond.

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

3. Performance Bond.

- A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

4. No Liens. Under Michigan law, construction liens cannot be placed on public projects or property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If a subcontractor, supplier, or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take all steps needed to secure the lien's release and must indemnify City for any costs City incurs to secure release of the lien.

SPECIFIC REQUIREMENTS

WYOMING WATER SYSTEM OPTIMIZATION STUDY

Introduction

The City of Wyoming (City) is seeking a consultant to perform a Water System Optimization Study which includes Wyoming's and the Wholesale Customer Community Water Systems (Water System). The purpose of the study is to assist the City and its regional partners in understanding the current hydraulic conditions that exist in the Water System and develop a plan for sustainably managing the current and future water demands in the region. The following are goals of the study:

- Understand and identify drivers for peak hour demands
- Mitigate the need for large capital improvement projects by reducing peak hour demand
- Optimize the pumping, storage, and operational functionality of Gezon Pump Station to meet current and future peak hour demands
- Provide foundational data to inform equitable cost sharing, funding and rate evaluations, and future contractual frameworks across the Water System

Project deliverables will include an expanded version of the City's transmission and distribution system hydraulic model which incorporates the consecutive wholesale customer systems and recommendations for capital improvements in the City's system and/or the wholesale customer communities.

Background Information

Various infrastructure improvements have been completed over the years within the City's water system as well as in wholesale customer water systems to meet growing demands and expanding service areas. However, regional strategic planning for infrastructure improvements has been lacking despite the inter-connectedness of the water systems. Regional demands have now grown such that the City's water system is experiencing operational impacts particularly during peak hour demands, which may require large capital projects. An optimization study is needed to understand the water system as a whole and to develop a cost-effective plan for meeting the growing needs. In addition, the City must continue to safeguard the ability of its water system to meet the retail demands within its distribution system.

The WTP is located at 16700 New Holland Street, Holland, MI 49424, and supplies potable water to the City along with eight wholesale customers. Approximately 26.5 miles of 42" and 54" transmission mains connect the WTP to the City. Primary reservoir storage and distribution system pressurization occurs at the Gezon Pump Station, located in the southern portion of the City. The WTP average daily flow through the transmission mains in 2022 was 37 MGD, and peak flow was 84 MGD. The first portion of a third transmission main will be constructed beginning in early 2025.

The Wholesale Customer Communities that utilize the City's Water System as a source are:

- Ottawa County
 - Olive-Blendon Townships
 - Holland Charter Township (Consolidated System which includes parts of Park and Zeeland Townships)
 - Jamestown Township
 - Georgetown Township
 - City of Hudsonville
- Kent County
 - City of Grandville
 - City of Kentwood
 - Byron-Gaines Utility Authority

Scope of Work

The Scope of Work includes two main areas for optimization: Water System and the Gezon Pump Station.

The scope of work is to be inclusive of all consecutive systems served by the Water System. It should include an assessment of the WTP pumping and ground storage, transmission piping (including the third transmission main), Gezon Station storage and pumping, wholesale customer connections, customer distribution systems, customer water storage and pumping, and the City's water distribution system.

The services to be provided will include a completed Water System Optimization Study that meets the stated goals:

- A. Project Communication – identify meetings and periodic updates
- B. Identify the main peak hour demand drivers and their impacts
- C. Assess operational practices throughout the entire Water System and recommend improvements to reduce peak hour supply from the City
- D. Update and expand Wyoming's current hydraulic model to include the wholesale customer communities
- E. Confirm 20-year demand projections for all portions of the Water System
- F. Utilize Extended Period Simulation (EPS) modeling to evaluate current and future performance of the Water System
- G. Identify and recommend solutions for reducing peak hour demands that are:
 1. Operational
 2. Capital Projects
 3. Administrative
- H. Identify locations, cost estimates, and timelines for recommended solutions
- I. Conduct analysis of the Gezon Pump Station and develop recommendations and estimated costs for capital improvements or operational changes to reliably meet current and future peak hour demands

Deliverables

Water System Optimization Study. At least fifteen bound paper copies of any reports shall be provided as well as made available in pdf format. Any excel spreadsheets or other associated formats, necessary for project fulfillment, shall also be provided.

Regional Water System Model - The model will be developed using WaterGEMS Software by Bentley Systems. At a minimum, all transmission mains must be incorporated into the model with operational settings, diurnal curves, and all demand conditions assumed for the extended period simulations. All City distribution mains must be included in the analysis.

All work performed shall become the property and ownership of the City and the City reserves the right to use the produced work as they so choose.

Proposal Submittals

Proposal responses should include the following listed items as part of the submission. Responses shall have a maximum limit of 20 pages (10 pages if double-sided), excluding the title page and cover letter.

1. Cover letter
2. Company history, including consultant's presence in the State of Michigan
3. Statement of the consultant's understanding of the project
4. Statement regarding the consultant's approach, objectives, and goals to the project, including proposed methodology to perform the work.
5. Expected completion timeframe (from project award date), including an outline of task sequence and major milestone dates.
6. Proposed use of or interactions with Water System staff, as well as any materials, data or information that will be expected from the City throughout the project.
7. Key personnel to be assigned to the project, including their experience with similar projects. Identify the project manager that will be managing this project.

8. Cost of services to be performed, including:
 - a) Cost breakdown of tasks performed
 - b) Anticipated number of hours and hourly rates, per discipline, per task performed
 - c) A not-to-exceed cost for the project
 - d) Proposed services and costs for sub-consultants
 - e) Proposed service payment plan
9. Examples of work performed within the last five years on projects of similar size and scope, including staff who were assigned to this work. Work listed must include reference contact information.
10. Identification of any sub-consultants used, if any.
11. Additional information or materials that communicate the capabilities of the consultant to complete the project.

Selection Criteria

In addition to that identified in this document, the City intends to evaluate each potential consultant in terms of:

- A. Specialized experience and technical competence with this type of work.
- B. Information requested and provided by each firm – which may include a formal presentation prior to award of project.
- C. Project schedule and cost as identified.

BID/PROPOSAL FORM

Proposal for Wyoming Water System Optimization Study

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 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 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 type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input type="checkbox"/>

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

BID/PROPOSAL FORM CONTINUED

As detailed in the specific requirements, the consultant is expected to provide project cost information as part of their proposal, which shall be included by reference into these contract documents unless otherwise agreed to.

A not-to-exceed price shall be included as part of this form submittal. \$ _____

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: _____

[Proponent's street address]

[Proponent's business phone]

[City] [State] [Zip]

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

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

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

CONTRACT FORM

This Contract Form on the next page will be completed and signed by the selected bidder/proponent after bidding but before the contract is submitted to the City Council for approval. The contract signed by the bidder and accompanied by all required bonds, insurance certificates, and any other required documents must be provided before it is signed by the Mayor and Clerk and approved as to form by the City Attorney. The Contractor will be provided a copy of the fully signed contract.

EXHIBIT B
PROPOSAL

BID/PROPOSAL FORM

Proposal for Wyoming Water System Optimization Study

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 checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, DUNS #: <u>05061-9857</u>		

FISHBECK

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):

BID/PROPOSAL FORM CONTINUED

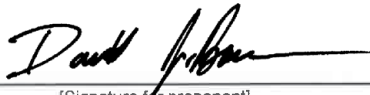
As detailed in the specific requirements, the consultant is expected to provide project cost information as part of their proposal, which shall be included by reference into these contract documents unless otherwise agreed to.

A not-to-exceed price shall be included as part of this form submittal. \$ 221,269

FISHBECK

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

Dave Baar, Vice President

[Printed name and title of person signing]



[2nd signature for proponent]

John Willemin, Senior Vice President in Charge

[Printed name and title of 2nd person signing]

Date signed: 10/14/2024

1515 Arboretum Drive, SE

[Proponent's street address]

616.575.3824

[Proponent's business phone]

Grand Rapids MI 49546

[City] [State] [Zip]

Dave Baar, 616.450.1126

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

John Willemin, 616.485.3931

djbaar@fishbeck.com

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

jwillemin@fishbeck.com

Professional Corporation, Michigan

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



Vriesman
& Korhorn

Wyoming Water System Optimization Study

City of Wyoming

October 15, 2024



October 15, 2024

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

Proposal for the City of Wyoming Professional Engineering Services for a Water System Optimization Study

Fishbeck and VK Civil would like to thank the City of Wyoming for considering our consultant team to complete a water system optimization study for the City and your customer communities. We understand increased water demand is driving the need for significant, expensive system improvements. We also understand the primary goal of this study is to evaluate options to optimize the system, which would delay or reduce the scope of future enhancements. Much of the demand growth has been in customer communities with relatively high peaking factors, which increases the overall system peaking factors and exacerbates the challenge of meeting peak demands. This study will evaluate options to reduce peak demands across the system.

Between Fishbeck and VK Civil, our team has worked with the City and the customer communities. VK Civil works for Byron-Gaines Township and Jamestown Township and has a good understanding of their systems.

We have developed a robust project scope we believe is comprehensive and complete. Our scope includes the essential tasks described in your RFP. We have also offered some value-added tasks that may not be essential, but might enhance the study. We aim to work with the City to refine the project scope to include the tasks the City would like to see completed.

Our team possesses the qualifications required to perform the study, including:

A Thorough Approach: Fishbeck sees modeling projects as critical to water system planning and sustainability. Our approach has helped our clients make well-founded decisions concerning infrastructure spending.

Similar Project Experience: Fishbeck has successfully provided similar planning studies and evaluations for many other community water systems, including the City of Grand Rapids, Great Lakes Water Authority, and the Cities of St. Clair, Midland, Kalamazoo, Coldwater, St. Joseph, and South Haven. We will draw from our experience with these systems to complete the study.

A Fresh Look: While we have experience working with Wyoming, we have relatively limited experience with your water system hydraulic model. This allows us to provide a fresh, unbiased perspective on your system's limitations, including the finished water transmission mains and the Gezon Pump Station.

Our team has the necessary expertise to complete this project successfully. We look forward to working with the City on this significant effort. If you have any questions or need additional information, please contact me at (616) 464-3809 or djbaar@fishbeck.com.

Sincerely,



Dave Baar, PE

Vice President | Senior Water and Wastewater Engineer

Firms Overview



Fishbeck is a professional **architectural/engineering, civil engineering, environmental, and construction services consulting firm** that serves educational, governmental, healthcare, commercial, industrial, and private clients.

Our range of services and integrated project approach provides our clients with specifically suited, innovative solutions. We are committed to delivering exceptional service, outstanding technical quality, and

establishing long-term client relationships. Our specialists are committed to providing creative, value-driven services and exceptional results.

We are listeners, collaborators, and partners. Fishbeck's ability to connect across our numerous in-house disciplines allows us to see the big picture and, because we approach each project from many different perspectives, gives us an unparalleled ability to innovate.

ESTABLISHED

1956

TOTAL PERSONNEL

650+

LOCATIONS

15 offices throughout Michigan, Ohio, and Indiana

MAIN OFFICE

1515 Arboretum Drive, SE
Grand Rapids, MI 49546



Vriesman
& Korhorn

The VK Civil team provides **civil engineering for private and public projects**. We understand the infrastructure we design is foundational to the quality of life enjoyed within a community.

Our primary service areas include municipal engineering and administration, water and wastewater systems, water system reliability studies, utility system rate studies, stormwater management, transportation engineering services including traffic

studies, non-motorized trails and sidewalks, parks and recreation, streets, and GIS and mapping.

We bring a diverse range of professional skills and practical perspective to each and every private or public client we work with. The VK Civil team lives, works, and worships in the communities we serve, and our goal is the success and sustainability of these communities for generations to come.

ESTABLISHED

2011

TOTAL PERSONNEL

20+

LOCATIONS

Grand Rapids

7885 Byron Center Ave, SW
Suite A
Byron Center, MI 49315

Kalamazoo

4664 Campus Drive,
Suite 111
Kalamazoo, MI 49008



Michigan Water Optimization/ Reliability Study and System Master Plan Clients

- City of Allen Park
- City of Alma
- City of Baldwin
- City of Cedar Springs
- City of Charlotte
- City of Coldwater
- East Lansing-Meridian Water and Sewer Authority
- City of Flat Rock
- Village of Freeport
- City of Fremont
- City of Gibraltar
- City of Grand Haven
- City of Grand Ledge
- City of Grand Rapids
- Gratiot Area Water Authority
- City of Greenville
- City of Grosse Ile
- Huron Shore Regional Utility Authority
- City of Ionia
- City of Jackson
- City of Kalamazoo
- Kalamazoo Lake Sewer and Water Authority
- Lake Charter Township
- City of Lowell
- City of Ludington
- City of Mackinac Island
- Macomb Township
- Michigan State University
- City of Midland

- City of Mount Clemens
- City of New Baltimore
- City of Owosso
- Plainfield Charter Township
- City of Plainwell
- City of Portage

- City of Riverview
- City of Roosevelt Park
- City of South Haven
- South Haven Area Water-Sewer Authority
- City of St. Clair
- City of St. Joseph

- City of St. Louis
- City of Sturgis
- Village of Sunfield
- City of Trenton
- Van Buren Charter Township
- Village of Quincy



Project Concept Statement

Statement of Understanding

The City of Wyoming is seeking proposals for a Water system optimization study which will include an analysis of the city and its wholesale customer community water systems. The City water system feeds approximately 230,000 customers with more than 150,000 of those customers in wholesale customer communities. The coordination between the City and its regional partners is critical to effective operation of the overall water system, particularly in managing peak water demands in the system, which are current drivers of significant water system improvements. If peak demands can be reduced, major system improvements can be delayed. This will reduce the capital investment needed in the near term.

The goals of the study include:

1. Investigate and identify the drivers of the peak-hour demands for the overall water system.
 - This task will involve significant coordination with customer communities. VK Civil, the engineers for Byron Gaines and Jamestown Townships, are part of the project team. Their knowledge and connection with these communities, who represent a significant demand and some of the highest projected growth in the system, will be leveraged to identify their potential future demands and potential operational strategies to reduce peak-hour demands.
 - Fishbeck has experience coordinating between suppliers and wholesale customers as part of the City of Grand Rapids Comprehensive Master Planning efforts, which involve communication with a number of communities to accurately project water demand growth into the future.
2. Mitigate the peak-hour demands through operational changes in the system or targeted improvements in either the City or customer community systems.
 - Fishbeck has worked with communities throughout Michigan and Ohio on evaluations of their water systems, including the recommendation of capital improvements and operational changes. The use of extended period simulations (EPS), with which we have extensive experience, will be critical to the evaluation of operations throughout the overall water system.
3. Optimize the pumping, storage, and operational functionality of the Gezon Pump Station to ensure it can meet all the water system's needs into the future.
 - Fishbeck and VK Civil visited the Gezon Pump Station as part of the proposal effort, where we gained a

good understanding of the challenges and needs at the station. The Gezon station is a critical piece of infrastructure for the overall water system and is likely in need of some improvements in the near future.

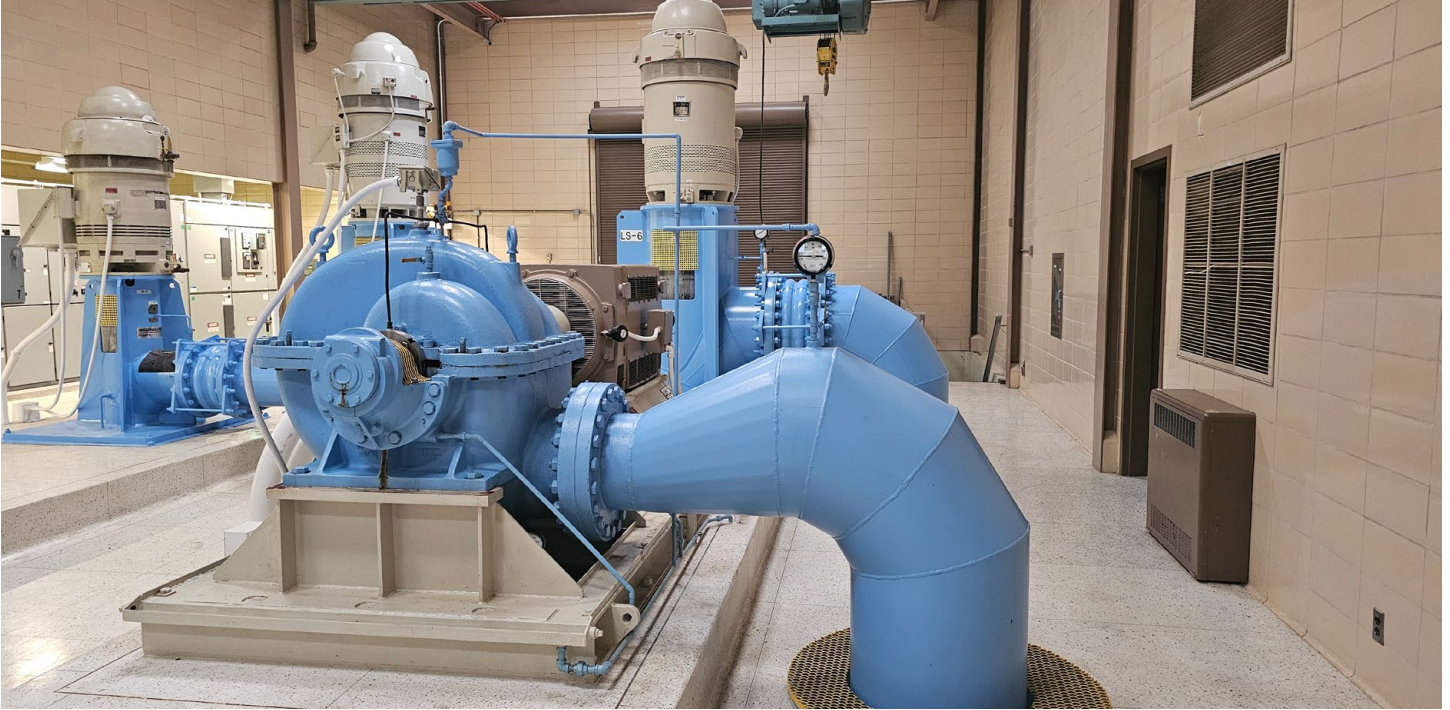
4. Provide data to the City that can be used as a foundation for evaluation of equitable cost sharing, future rate evaluations, and future contractual frameworks.
 - A firm understanding of the drivers of improvements to the water system can allow the City and its wholesale customers to develop contractual frameworks and water rate systems that ensure an equitable cost sharing between all stakeholders in the water system. We understand this will be one of the main deliverables from the study. If selected, we will strive to provide a fair, comprehensive picture of the water system that City and customer community leadership can use to plan for the future.

At the end of the project, the Fishbeck and VK Civil team will provide a summary report, including:

- A hydraulic model that includes both the City and customer community water systems, allowing the interaction between the systems to be modeled and continually optimized into the future. This model will be used to evaluate potential improvements to the interaction between the City and customer communities water systems.
- Recommendations for capital improvements or operational changes, whether in the City or the customer communities, to mitigate future peak-hour demands and improve overall water system performance.
- A plan for future improvements and operational changes at the Gezon Pump Station to meet current and future water system demands.

Scope of Services

We will prepare a comprehensive water system evaluation and improvement plan in accordance with the requirements outlined by the City. To satisfy these requirements, the project will include the following primary tasks: kickoff meeting and data review, project communication, basis of design, hydraulic model development, distribution system evaluation, alternatives for peak hour demand reduction, evaluation of Gezon Pump Station, and development of deliverables. Each task is designed to systematically address the project's goals, ensuring a thorough and collaborative approach to improving the City's water system infrastructure.



Kickoff Meeting and Data Review

The project team will meet with the City to kick off the project, establishing baseline goals and expectations. We will present our proposed approach to the City for review. During the meeting, we can brainstorm ideas for the City and overall water system. We will also discuss key milestones and the overall project schedule.

A list of needed information will be developed by the project team and sent to the City. Additional requests will be made for information from the customer communities as well.

Project Communication

An in-person kickoff meeting will be scheduled at the start of the project as discussed in the previous section. Additional monthly progress meetings will be scheduled and held virtually for convenience of all. In-person workshops will be held for key milestones review including:

1. Projected demands/basis of design
2. Hydraulic model operational setup
3. Peak-hour demand reduction alternatives
4. Gezon pump station analysis
5. Draft summary report

Additional meetings can be called as needed. The meetings and information gathering noted in this section and the next will be the main demand on City staff's time. It should be noted the information gathering portion of the project is one of the most critical for maintaining the project timeline.

The Fishbeck and VK Civil team will do everything possible to expedite the information gathering process, but it involves many different communities and complex questions that may take time to answer.

Basis of Design

At project onset, baseline conditions in the City and wholesale customer communities will be identified. This phase will involve considerable communication and coordination with all stakeholders in the overall water system. The project team will look to leverage VK Civil's connections in the area, as well as relying on previous experience contacting and coordinating with many other communities on system demands and projected growth. Our approach will emphasize the potential benefits of an overall system operational plan to the customer communities.

It is important to establish the current and future needs of the City and its customer communities, capital investment into the City water system and customer community water systems will be a result of increasing demand from the growing region. The projected water demands will be established based on statistical review of demand trends and discussions with the City and customer communities on expected growth. As part of this analysis, the drivers for the peak-hour water demands will be examined.

The following is proposed to establish a basis of design:

1. Compile historical water use data for the last ten years, 2015 through 2024. We expect that significant effort will be needed to contact each customer community:
 - o Annual and maximum day pumpage for the WTP and Gezon Pump Station.

- Annual and maximum day usage for connections to wholesale customer communities.
 - Relevant pumpage data for pump stations in customer communities.
 - Annual and maximum day use for the 20 largest users in the overall water system, and also any significant large users in each community.
2. Obtain connected population estimates for the City and each customer community for the last ten years, 2015 through 2024. Obtain population projections, if available.
 3. Determine population-based water use characteristics for the system as a whole and for each customer community including average day per capita use.
 4. Obtain hourly SCADA water use information for the WTP high service station, Gezon Pump Station, other pump stations and customer connections, where possible, to develop peaking factors for the overall water system. This includes maximum day to average day and peak hour to maximum day peaking factors. These will be developed for the most recent available data to hydraulically model current system operations as accurately as possible.
 5. Discuss the potential for growth in the City and customer community systems with relevant stakeholders. This input will be very important to the shape of the demand projections, but projections will still be grounded by the trending seen in the historical data.
 6. Project water demands at 5-year intervals to a 20-year projection (i.e., 2025, 2030, 2035, 2040, and 2045). Review demand projections with City and customer communities, as needed. Obtain concurrence from relevant stakeholders. Projections will include growth areas as identified by the City and customer communities with input on the timeline of development.
 7. Determine available fire flow targets for the City and its customer communities, likely with different targets based on the zoning of the area in question. The targeted fire flows will be considered as part of the analysis during a maximum day demand condition.

The main goals of this section of the project will be to establish base demands for the water system, which will in turn establish the design parameters on which we base the overall water system hydraulic model. The information established in this section will also be used to help determine the issues that could be leading to the large peak hour demands observed in the overall water system. We expect the diurnal demand patterns for the City and its customer communities will be key in this determination.

Hydraulic Model Development

The development of an overall water system hydraulic model that combines the City transmission and distribution systems with customer communities' systems is one of the main goals of the project. This task will involve considerable coordination with the City and its customer communities to obtain key water system information from each entity. We assume that the existing WaterGEMs model of the City water system will be provided. The following scope of work is proposed:

1. The existing City water system WaterGEMs model will be evaluated and reviewed. Any questions or concerns will be relayed to the City.
2. The demand projections developed as part of the Basis of Design task will be used to spatially allocate demands throughout the overall water system in the hydraulic model. The City's largest water users will be placed at their location of use within the City water system.
3. Add all water system improvements and other changes to the City water system that have occurred since the last time the hydraulic model was updated. Updates will be made to pump curves, pump and valve controls, and any other changes to the functional intent of the system operation needed. All 10-inch diameter and larger water mains will be included; smaller diameter water mains, 8-inch and below, will be added in key locations where needed for connectivity for the precision of the hydraulic model.
4. Coordinate with customer communities to obtain their hydraulic models or water system information with which a model can be developed. Complete models for customer communities can be added to the overall model where available. For systems where a model is not available, a simplified, skeletonized hydraulic model will be developed. The skeletonized hydraulic models will include key infrastructure such as storage tanks, valve vaults at connections, and large piping to allow the interaction between the City and customer community water systems to be accurately modeled.
5. Work with City and customer community to understand typical operational conditions and variables, including tank and reservoir water levels, water pump and flow rates, control of customer community connections, and system pressure readings.
6. Use SCADA data and staff input to calibrate the operations of the model to establish steady state modeling scenarios representing average, maximum, and peak hour demand scenarios using differing operating conditions. This will be reviewed with City and customer community staff to ensure the model is accurately predicting overall system operation.

- Develop an EPS using the operational framework established through input from water system staff and steady state modeling. The results of the EPS analysis will be compared to SCADA data to calibrate the model operations.

Value-Added

EPS calibration can be provided by leaving pressure loggers in key areas of the system for a longer period of time (often a few days). This can confirm assumptions in the model and “fill the gaps” between water facilities with pressure indication. This item was not included in the base fee, but can be added if desired.

Distribution System Evaluation

The overall water distribution system will be evaluated based on its supply capacity and resiliency as compared to the projected demands. We understand that this is not a primary goal of the project, but will be used as a baseline for peak demand mitigation analysis. This effort will be limited as it would duplicate work done in previous studies.

- Review water supply capacity and reliability for existing conditions under current water demands. This will include an assessment of the firm capacity of all pump stations, the finished water storage available in the system, the available flow and capacity to and through customer community connections, and the capacity of the distribution system to meet hydraulic performance targets.
- Evaluate operating conditions at each pump station to see if pumps fit current operating conditions or if they could benefit from changes to pumps or the addition of a variable-frequency drive (VFD) to increase pumping operational range. In addition, evaluate piping in and out of the station to identify potential hydraulic pinch points or excessive velocity.

Alternatives for Peak Hour Demand Reduction

The City water system is facing a number of large capital projects that need to be done relatively quickly to continue to reliably meet peak demands. The mitigation of, or a relaxing of, the timeline on these projects would help the City greatly in reducing the financial burden on the water system customers. The following scope of work is being proposed for identifying and evaluating alternatives for peak hour demand reduction:

- The identified issues driving peak hour demands will be further evaluated to establish their veracity. City water system staff and customer communities will be contacted as needed to confirm the issues observed in the hydraulic model reflect reality.



2. With peak hour demand drivers established, the overall water system hydraulic model will be used to evaluate and recommend capital projects in the system or operational framework that can mitigate peak demands.
 - Evaluation will be done in consideration of the current and 20-year projected water demands. The impact to the system in the current day and into the future will be discussed.
 - The identified capital projects or operational changes will “cross lines” between municipalities, identifying the most effective improvements regardless of where they are located.
 - Consideration will be given to identified areas of growth in the City and customer community systems to ensure those areas receive the same level of service as the existing system.
 - Modeling scenarios with the recommended capital projects and operational changes will be run and figures will be made showing the differences in hydraulic performance from the existing, unimproved system.
 - The results of this analysis will be reviewed and revised with City water staff and customer communities, as needed.
3. Administrative changes will be considered and recommended to mitigate peak hour water demand drivers. These will be presented in concept. We do not anticipate engagement with stakeholders to determine political willingness to make administrative changes as part of this study.

Evaluation of Gezon Pump Station

The City currently relies heavily on the Gezon Pump Station to supply their system and customer communities east of the station. The pump station has a firm capacity of 30 million gallons per day (MGD) for the high pressure portion of the station. The station regularly operates near its 30-MGD capacity. With the customers served by the high pressure portion of the station projecting significant growth, it is likely that additional pumping capacity and water storage will need to be added at this station in the future to meet the growing needs of the City’s customers. The following scope of work is being proposed for the Gezon Pump Station analysis:

1. Existing background information and operational data from the Gezon Pump Station will be reviewed.
2. The station’s capacity and resiliency will be reviewed in consideration of the projected demands and the condition assessment. Recommended expansion of pumping capacity, storage capacity, or replacement of aged assets will be identified and discussed with City water staff.
3. The Byron-Gaines Water System has identified that a second connection to the City of Wyoming transmission

system is desirable for improved water system reliability. An evaluation and analysis of a second connection and how it could complement and support the Gezon Pump Station will be completed as a part of the study

4. Identified capital projects will be evaluated for feasibility and laid out conceptually. Cost estimates will be developed based on the layout. The capital projects will be prioritized based on their condition, criticality to continued pump operations, and City input.
5. An evaluation of the station’s operations will be reviewed using the overall water system hydraulic model with comparison to real-life SCADA data used to confirm any assumptions. Different operational conditions will be input in the hydraulic model to optimize station operation for current day conditions and throughout the planning period. The impacts to station operations of any proposed capital projects, both within the station and out in the larger water network, will be considered.

Development of Deliverables

The results of the analyses will be summarized into a report. Figures and appendices showing the development of the hydraulic model, calibration efforts, modeling scenarios run, proposed capital projects, conceptual layouts of capital projects, conceptual cost estimations, figures showing proposed operational changes, and any other needed supporting documentation will be attached to the report.

Key foundational operational and system data will be provided in a format for use by the City and its customer communities as a basis for future cost sharing, rate evaluation, and contractual frameworks for the water system.

As noted in the RFP, 15 bound paper copies of the report and an electronic pdf copy of the report will be provided. Any critical Excel spreadsheets or other calculations will be provided.

Electronic files for the water system model will be provided in WaterGEMs format incorporating the operational settings, diurnal curves, and any other critical model parameters.

Proposed Schedule

A project schedule with our milestones has been provided in the following pages.

Professional Services Fees

We propose providing the services described with a not-to-exceed fee of two hundred twenty-one thousand, two hundred and sixty-nine dollars (\$221,269). A fee summary table with hours and billing rates follows this section.

Proposed Schedule

KICKOFF MEETING AND DATA REVIEW

- Kickoff meeting
- Develop information request letter

BASIS OF DESIGN DEVELOPMENT

- Contact customer communities for information*
- Obtain and compile hourly SCADA data
- Compile historical water use data
- Identify potential areas for growth
- Determine available fire flow targets
- Project water demands
- Workshop to review basis of design

HYDRAULIC MODEL DEVELOPMENT

- Obtain and review city's existing hydraulic model
- Update city hydraulic model with more recent improvements
- Work with customer communities for their models or water system mapping
- Create overall hydraulic model of system
- Develop steady state modeling scenarios
- Develop extended period modeling scenarios
- Workshop to review hydraulic model development

DISTRIBUTION SYSTEM EVALUATION

- General review of water supply capacity and resiliency
- Evaluate general operating conditions in the system

ALTERNATIVES ANALYSIS FOR PEAK DEMAND REDUCTION

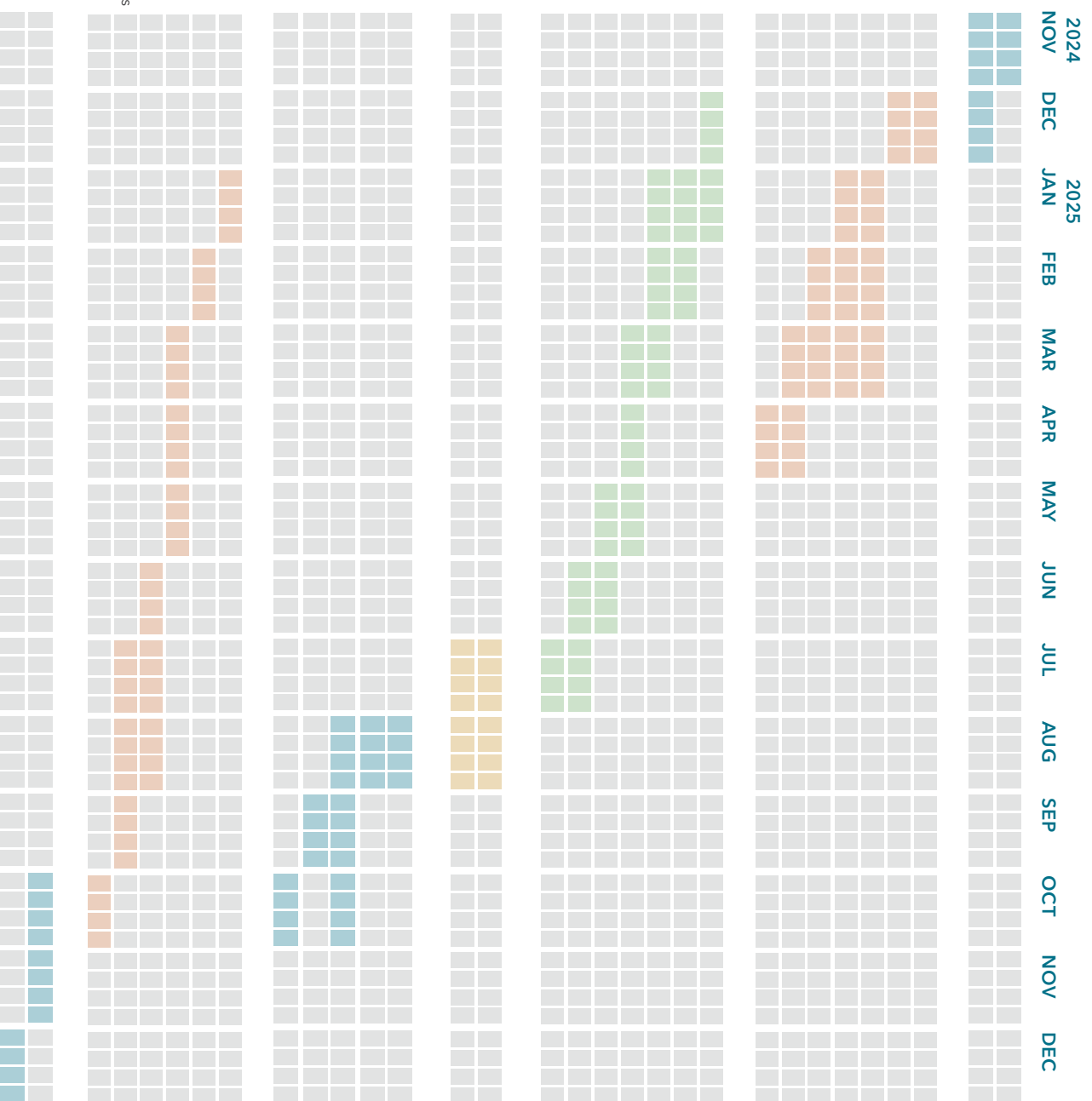
- Identify/confirm key drivers of peak hour demand
- Evaluate peak hour demand drivers in the model
- Determine capital projects or operational changes that can mitigate peak hours
- Evaluate/recommend administrative changes to mitigate peak hours
- Workshop to review alternatives analysis

EVALUATION OF GEZON PUMP STATION

- Evaluate background information and operational data
- Condition/process assessment site visit
- Evaluate capacity and resiliency of pump station
- Identify, layout, and estimate cost of potential capital projects for station
- Evaluate station's operational framework and provide optimization recommendations
- Workshop to review Gezon Pump Station analysis

DEVELOPMENT OF DELIVERABLES

- Create draft report (with time for city to review)
- Issue final report



* The timing of receipt of information from customer communities is one of the biggest unknowns in the schedule. Delays in the compilation and delivery of said data could result in delays in subsequent tasks.

Professional Services Fees

TASK NAME	TEAM HOURS/BILLING RATE							SUBTOTALS	
	Fishbeck PM	Fishbeck Senior Engineer	Fishbeck Engineer	Fishbeck Admin Assistant	VK Civil Senior Engineer	VK Civil Engineer	Fishbeck GIS Department	Hours	Fee
Kickoff Meeting and Data Review	2	6	10	4	8	2	0	32	\$4,854
Project Communication	9	28	46	14	34	12	0	143	\$21,842
Basis of Design	6	27	46	2	75	41	0	197	\$30,446
Hydraulic Model Development	12	85	206	6	62	36	24	431	\$63,855
Distribution System Evaluation	2	10	20	0	18	16	0	66	\$9,998
Alternatives for Peak Demand Reduction	4	40	64	0	40	20	0	168	\$25,876
Evaluation of Gezon Pump Station	16	54	128	0	36	18	0	252	\$38,764
Development of Deliverables	8	23	52	27	24	12	36	182	\$25,634
ESTIMATED TOTAL MANHOURS	59	273	572	53	297	157	60	1,471	\$221,269
VALUE-ADDED ITEM 1: <i>Extended Period Simulation Calibration</i>	4	32	56	0	8	4	8	112	\$16,980

Project Team



Project Managers



Dave Baar, PE

Senior Water/Wastewater Engineer | Fishbeck

Dave has worked in the engineering and construction industry as a project manager and design engineer. His experience includes working with governmental, commercial, and industrial clients. He has provided civil and environmental engineering, construction assistance, and inspection for various projects. His projects include water and wastewater treatment systems, pumping systems, and distribution systems.



Jeff Gritter, PE

Senior Civil Engineer | VK Civil

Jeff has extensive experience as an engineer and project manager with VK and prior roles at Gaines Charter Township and the Kent County Drain Commissioner's office. His expertise spans water, sanitary sewer, and stormwater master planning and design, utility rate studies, and community planning. He has worked closely with municipalities and organizations, and served on Gaines Township water and sewer committee.

Dave Baar, PE

PROJECT MANAGER | SENIOR WATER & WASTEWATER ENGINEER

EXPERIENCE

CITY OF GRAND RAPIDS, MICHIGAN

COMPREHENSIVE MASTER PLANS (2004, 2009, 2015, 2020)

Completed hydraulic modeling and demand projections for distribution system master plan for this major metropolitan area. The hydraulic model development involved importing GIS data, and reducing the model from over 80,000 pipes to 7,000. The distribution system includes 11 customer communities, 11 pressure districts, two 30-mile transmission mains, 21 storage tanks and reservoirs totaling 88 million gallons, and numerous pump stations and valve vaults. The model was calibrated and recommendations for system improvements were provided.

CITY OF PORTAGE, MICHIGAN

WATER SYSTEM RELIABILITY STUDY

Model of all pipes in the City water system was developed using GIS data. The model was calibrated and used to evaluate system improvements. The reliability study also identified well capacity deficiencies, which led to a feasibility study for iron and arsenic removal.

NORTHEAST WATER STORAGE STUDY

Completed an evaluation of options to improve fire flows in an industrial corridor to 6,000 gpm. The hydraulic model was used to evaluate ground storage, elevated storage, water supply, and piping improvements. A subsequent study phase evaluated elevated tank sighting options per FAA requirements.

CITY OF MIDLAND, MICHIGAN

Distribution system modeling for new high-pressure district and 7.5-MGD pumping station with valve vaults design and construction.

CITY OF COLDWATER, MICHIGAN

WATER RELIABILITY STUDY (2007, 2013, 2019)

Completed reliability study and 5-year updates

NORTHEAST PRESSURE DISTRICT

- Designed a booster station, 400,000-gallon elevated storage tank, and pressure reducing valve vault.
- Completed water system study recommending a new high-pressure district to remedy system deficiencies.
- Completed water system reliability study.

CITY OF ANN ARBOR, MICHIGAN

WEST HIGH SERVICE DISTRICT STUDY

Updated water system model and evaluated elevated storage capacity and tank locations in this district.

CITY OF KALAMAZOO, MICHIGAN

Completed water system master plan and developed water distribution system computer model for the City and its customer communities. The system included seven pressure district wells, pump stations, and pressure bleeder facilities.

CITY OF HOLLAND, MICHIGAN

- Project manager for transmission route study and WTP high service pump evaluation.
- Project manager for the High Service pump replacement project, which included two, new 18-MGD pumps and electrical improvements.

YEARS OF EXPERIENCE

25 years  Fishbeck

27 years  total

EDUCATION

BS in Engineering,
Civil Concentration,
Calvin College

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer - Michigan

MEMBERSHIPS

American Society
of Civil Engineers

Water Environment Federation

American Water Works
Association, Young Professionals
Committee

American Water Works
Association/Michigan Chapter



Jeff Gritter, PE

SENIOR CIVIL ENGINEER & PROJECT MANAGER

EXPERIENCE

- Township Engineer for Byron Township & Gaines Charter Township, responsible for water, sanitary sewer, and stormwater master planning and design; plan reviews for residential, commercial, and industrial development; utility rate studies; and collaboration with planning commissions, township boards, and inter-municipal groups, including leading the renegotiation of wholesale contracts with the City of Wyoming for both water and sewer.
- Assisted in developing construction standards for water and sewer systems, evaluated ordinances, and worked closely with residents to assess needs and answer questions.
- Worked with various communities and municipalities, including the Michigan Department of Transportation, Michigan Department of Environmental Quality, Kent County Road Commission, Kent County Drain Commission, Grand Valley Metro Council, and the Cities of Grand Rapids, Wyoming, and Kentwood.
- Serves on the Gaines Township water and sewer committee and is a Board member of the Byron-Gaines Utility Authority, focusing on negotiating contracts and reviewing utility extensions.
- Served 15 years as a Planning Commissioner for Byron Township, including several years as Chairman and Secretary during significant community growth.

YEARS OF EXPERIENCE

27 years — total

EDUCATION

BS in Civil Engineering,
Calvin College

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer -
Michigan

MEMBERSHIPS

American Society of
Civil Engineers

Byron Center Chamber of
Commerce

Gaines Chamber of Commerce



Vriesman
& Korhorn

Colin McCorkle, PE

SENIOR WATER & WASTEWATER ENGINEER

EXPERIENCE

- Great Lakes Water Authority, Michigan: Hydraulic modeling of the distribution system to evaluate the hydraulics of the addition of a new flow control facility between the Water Works Park Treatment Plant and the Northeast Treatment Plant, including hydraulic transient analysis.
- City of Midland, Michigan: Conducted hydraulic modeling analysis and calibration for a reliability study and general plan update, identifying problem areas in the distribution system and recommending solutions, culminating in a final report submitted to EGLE.
- Van Buren Township, Michigan: Performed hydraulic modeling analysis and calibration for a reliability study and general plan update, using Extended Period Simulations to assess storage operations for peak demand shaving.
- City of Coldwater, Michigan: Conducted hydraulic modeling of the distribution system to evaluate the addition of a major industrial user, sizing and designing water system improvements, along with the design and construction administration of a 3-MGD booster station and a \$12 million wastewater plant addition.
- City of Jackson, Michigan: Developed a hydraulic model for the City, overseeing the completion of the latest reliability study and aiding in a DWSRF Project Plan application that secured over \$16 million in grant funds.
- American Water Works, Greene County, Ohio: Developed a hydraulic model for three separate water systems on base, performing distribution system modeling and field testing to identify deficiencies, calibrating models for extended period simulations, and assessing conditions of the WTP and water system facilities.

YEARS OF EXPERIENCE

9 years — Fishbeck

10 years — total

EDUCATION

MS in Environmental
Engineering, Michigan
Technological University

BS in Civil Engineering,
University of Michigan

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer - Michigan

MEMBERSHIPS

American Water Works
Association/Michigan Section



Mark Parsley, PE

SENIOR WATER & WASTEWATER ENGINEER

EXPERIENCE

- City of Holland, Michigan: Provided design and construction phase engineering for the replacement of two 100 hp vertical turbine booster pumps, conducted a hydraulic modeling study to identify critical areas in the existing transmission main system, and designed high service pump replacement with two new 18-MGD pumps and associated valves and piping.
- City of Portage, Michigan: Conducted hydraulic modeling and feasibility studies for new distribution system improvements to enhance available fire flow in specific areas of the city.
- City of Kalamazoo, Michigan: Performed hydraulic modeling for proposed lift station locations in rapidly expanding areas of the city.
- City of Reed City, Michigan: Developed and calibrated a hydraulic model of the water system for a water system reliability study.
- Michigan State University, East Lansing, Michigan: Assisted in the preparation of a long-term campus water system plan, modeled and calibrated the existing water system, and recommended future expansion and improvements.
- City of Grand Rapids, Michigan: For Bristol Pump Station, conducted replacement and right-sizing of existing pumps to accommodate a new elevated storage tank, including hydraulic modeling, pump selection, and construction documents; for Lake Michigan Water Filtration Plant, provided design and construction phase engineering for improvements to existing gravity filters, including concrete restoration, waterproofing, new underdrains, dual media replacement, and a new surface wash system.

YEARS OF EXPERIENCE

11 years  Fishbeck
13 years  total

EDUCATION

MS in Civil Engineering,
Colorado State University

BS in Agricultural Engineering,
Purdue University

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer - Michigan

MEMBERSHIPS

American Water Works
Association/Michigan Section

Michigan Water Environment
Association

Water Environment Federation



Ariana Wade

WATER & WASTEWATER ENGINEER

EXPERIENCE

- City of Flat Rock, Michigan: Assisted in developing the City's water system master plan, modeling the water distribution system with WaterCAD, and evaluating system improvement alternatives.
- City of Ann Arbor, Michigan: Contributed to the development of the City's Emergency Response Plan and Risk and Resiliency Assessment to comply with the American Water Infrastructure Act.
- City of Harrison, Ohio: Served as staff engineer for the design of a 2.5 mgd reverse osmosis membrane water softening system at the City's water treatment plant, which included a building addition, chemical feed and clean-in-place systems, and concentrate discharge piping to the Whitewater River.
- City of Defiance, Michigan: Conducted a preliminary design project evaluating the cost-effectiveness of constructing a new custom-designed building to replace the existing State Route 66 Booster Pump Station.
- American Water Works, Dayton, Ohio: Completed design services for a new 5 mgd water treatment facility at Wright-Patterson Air Force Base, utilizing GAC adsorption for PFAS removal, including chemical storage and feed system design and backwash waste handling considerations.

YEARS OF EXPERIENCE

4 years  Fishbeck
7 years  total

EDUCATION

MSE in Environmental
Engineering, University
of Michigan

BSE in Chemical Engineering,
University of Michigan



Aaron Van Proyen, PE, PTOE

PROJECT ENGINEER

EXPERIENCE

- Produce public water system reliability studies for municipal water systems serving up to 40,000 people through water system modeling of historical and projected conditions, real-world test integration, and future improvements.
- Conduct hydraulic modeling of new water storage tanks and large-scale municipal connections.
- Master plan, design, supervise construction, and provide operations support for sanitary sewer gravity lines, sanitary forcemains, sanitary sewer pump stations, watermains, water booster pump stations, and non-motorized paths and sidewalks.
- Provide engineering review for municipal clients on traffic impact studies for proposed residential plats, condominiums, apartment complexes, commercial and industrial site plans, private streets, and non-motorized paths.
- Create and execute systematic GPS collection of watermain and sanitary sewer assets for use by system operators.
- As Lead Project Engineer at AECOM (formerly URS Corporation), responsible for planning, designing, and operating transportation facilities, as well as creating traffic impact studies, transportation master plans, and systems engineering documents.
- Implement traffic calming and circulation improvements.
- Perform traffic signal and traffic flow computer modeling.

YEARS OF EXPERIENCE

16 years — total

EDUCATION

BS in Civil Engineering,
Calvin College

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer -
Michigan

Professional Transportation
Operations Engineer

Construction Site Stormwater
Operator

MEMBERSHIPS

Institute of Transportation
Engineers



Vriesman
& Korhorn

Nate Bosma, PE

CIVIL ENGINEER

EXPERIENCE

- Interned for Vriesman and Korhorn from 2018 to 2020; hired as a civil engineer upon graduation from Calvin University in May 2020, providing general engineering support to senior engineers across various tasks for client municipalities.
- Manages GIS systems for Byron/Gaines Townships and Jamestown Township, oversees GPS point collection for utilities, reviews and maps public utility easement legal descriptions, and is updating Caledonia Township Planning Department maps.
- Assisted in the design of public utility expansion and rehabilitation projects in Byron and Gaines Townships.
- Supports the administration of the Caledonia Township WWTP expansion project by overseeing the Davis-Bacon payroll certification process.
- Assists in the plan review process for new residential and commercial developments in Byron, Gaines, and Jamestown Townships, including public utility plans, private storm sewer plans and calculations, and private street construction plans.
- Experienced in sanitary sewer, watermain, and road/path construction, with observation of both industrial and residential projects across municipal clients.

YEARS OF EXPERIENCE

6 years — total

EDUCATION

BS in Civil Engineering,
Calvin College



Vriesman
& Korhorn

Project Experience

Comprehensive Water System Master Plan CITY OF GRAND RAPIDS, MICHIGAN

The City of Grand Rapids retained Fishbeck to complete a 20-year master plan for its water distribution system and evaluate major transmission main and pump station improvements.

The water system serves over 300,000 customers in ten area communities. The master plan included the development of a hydraulic model of the entire service area for use in evaluating the existing system, as well as projected expansions and improvements.

The City pumps treated drinking water from its Lake Michigan Filtration Plant to the Grand Rapids Metropolitan Area through two large-diameter transmission mains.

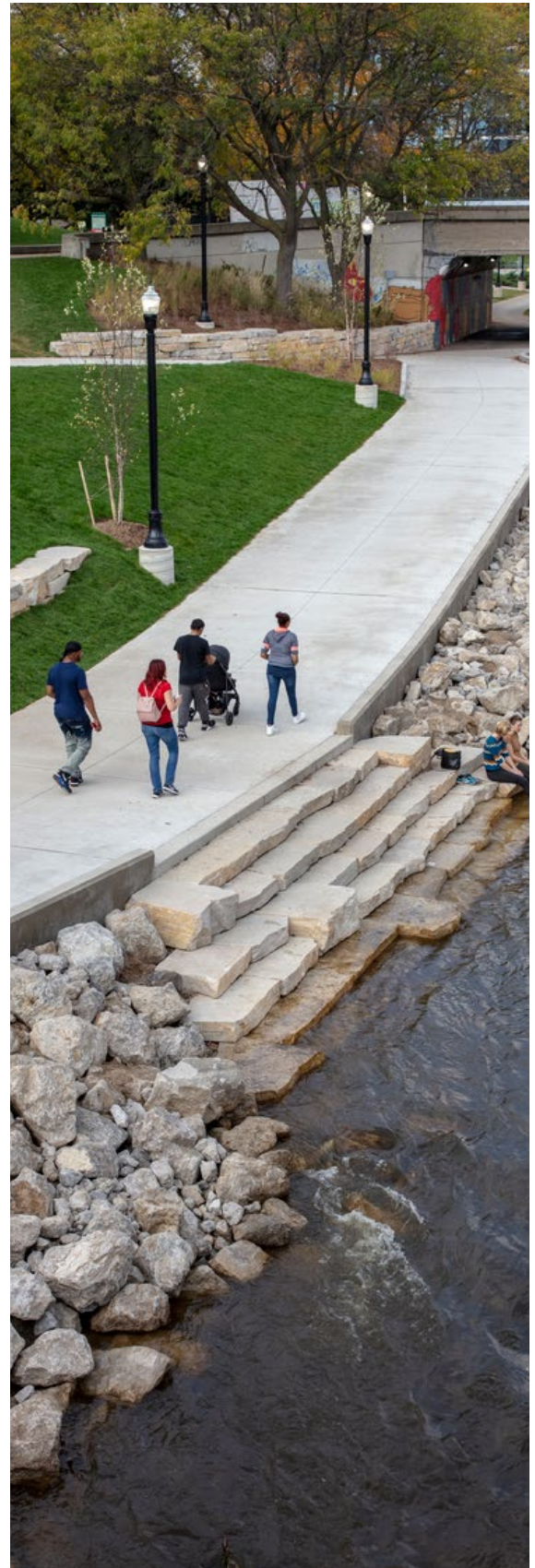
The distribution system includes 7 major pressure districts, 13 water storage tanks, and 60 pumps in 12 pumping stations.

The work completed for the master plan included:

- Population and water use projections including revision of system demands to reflect actual consumption records.
- Model development and calibration including verification and necessary changes to pipe diameters, closed valves, PRV settings, and piping connections.
- Water distribution system evaluation and hydraulic modeling.
- High-service pump and transmission main capacity evaluation.
- Evaluation of proposed improvements to meet future demand conditions including cost estimates.
- Review and condition assessment of major assets at LMFP.
- Asset Management Program Update (2020).
- AWIA Risk and Resiliency Assessment and Emergency Response plan (2020).

The model included all pumps, tanks, and control valves in the system, and all service and transmission mains 10 inches in diameter and larger. The model was skeletonized from over 100,000 pipes to 7,000 pipes. In total, the model contained over 7,000 pipes and over 6,500 nodes or junctions. Pump stations, storage tanks, and regulator valves were added to complete the model.

Fishbeck updated the model using InfoWater. By working in the GIS platform, the database can be easily compared and worked with simultaneously without needing to convert any data.





Water Distribution System Hydraulic Model

AMERICAN WATER MILITARY SERVICES GROUP | WRIGHT-PATTERSON AFB, DAYTON, OHIO

American Water (AW) retained Fishbeck to build a new water system hydraulic model for Wright Patterson Air Force Base (WPAFB). Fishbeck was concurrently working on a wastewater hydraulic model and improvements to the WPAFB softening facilities when the project began. A successful professional relationship between AW and Fishbeck has continued with Fishbeck helping on a variety of further projects for the WPAFB.

The WPAFB water system includes three sub-systems: Area A, Area B, and the Prairies. The complete system includes approximately 500,000 feet of water main, over 2,400 valves, and 750 fire hydrants. Area A includes two treatment facilities, two softening facilities, three elevated tanks, and three pressure districts. Area B includes one treatment facility, one softening facility, three elevated tanks, and three pressure districts. The Prairies is fed by Montgomery County through three metered connections and consists of two pressure districts. The work completed for the project included:

- Water use historical analysis and projections including revision of system demands to reflect actual consumption records. This analysis included the estimation of water use in individual buildings.

- Model development and calibration including verification and necessary changes to pipe diameters, closed valves, and piping connections.
- Water distribution system evaluation and hydraulic modeling.
- Extended period modeling to analyze typical system operations.
- Evaluation of proposed improvements to meet future demand conditions including cost estimates.
- Analysis of potential interconnects between areas within the WPFAB water system and to adjacent communities.

The model included all pumps, tanks, and control valves in the system, and all service and transmission mains six inches in diameter and larger. The model was built by importing system information from the existing GIS for the WPAFB water system. Treatment facilities, pump stations, storage tanks, and control valves, along with their hydraulic parameters, were added to complete the model.

Fishbeck created the model using the WaterGEMs software. A copy was provided to AW at the end of the project.





Northeast Flow Control Facility Surge Evaluation

GREAT LAKES WATER AUTHORITY | DETROIT, MICHIGAN

Fishbeck completed a surge analysis as part of a hydraulic study for the Northeast Flow Control Facility (NEFCF) project for the Great Lakes Water Authority (GLWA) water system. The NEFCF will be used to divert water pumped from the Water Works Park Water Treatment Plant to the storage reservoirs at the Northeast Water Treatment Plant for repumping to the Northeast Water Treatment Plant service area.

The anticipated flow range for the NEFCF is 50 - 200 million gallons per day (MGD) at inlet pressures ranging between 51 to 85 pounds per square inch (psi). The hydraulic study and surge analysis were used to evaluate operating conditions for the flow control equipment and surge mitigation measures for the 42-inch and 84-inch transmission mains on the project site. The model for the entire GLWA system was used for the surge analysis. The surge analysis was conducted using InfoWater software to calculate hydraulic conditions at different pump operating, different closing speeds of the flow control valves, and power loss scenarios.



Vriesman
& Korhorn

2018 Water System Reliability Study

JAMESTOWN CHARTER TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Jamestown Charter Township retained VK Civil to complete a reliability study for the water distribution system located in the Township. The water system shares a booster station with the City of Hudsonville that is supplied with drinking water by the City of Wyoming's 42-inch transmission main through a 16-inch watermain. It was estimated that a population of 3,500 people are supplied by the water system along with commercial and industrial properties.

The work included in completing the Reliability Study included:

- Water system model development including calibration of the model, verification of system pressures, and verification of system demands.
- Evaluation of the limitations of the 16-inch watermain that supplies drinking water from the 42-inch transmission main to the booster station.
- Evaluation and modeling of the capability of the existing system to meet fire flows concurrently with future projected maximum day demands.
- Evaluation of the Township's planned largest water user, a food processing and packaging plant which was projected to use 10% to 20% of the total water demand.
- Evaluation of the firm pumping capacity of the booster station to meet current and projected maximum day, peak hour, and fire flow demands.
- Evaluation of the existing Water System storage capacity and review of future water storage needs.
- Water System modeling work was completed using WaterCAD software.



2019 Water System Reliability Study

BYRON-GAINES UTILITY AUTHORITY, KENT COUNTY, MICHIGAN

The Byron-Gaines Utility Authority retained VK Civil to complete a reliability study for the water distribution system located in Byron Township and Gaines Charter Township. The Byron-Gaines Water System is estimated to serve a population of over 35,000 people as well as a growing industrial and commercial population.

The Byron-Gaines Water System receives treated drinking water from the City of Wyoming through the Gezon Pump Station. The water distribution system includes two pressure districts, one pump station (2 pumps) for the high service district, and three water storage tanks.

The Reliability Study included:

- Population and water use projections.
- Water system model development including updates to major components, calibration of the model, verification of system pressures, and verification of system demands.
- Evaluation of system storage, pumping capacity of high service district, and emergency interconnects.
- Evaluation and modeling of future demands.
- Evaluation and modeling of future water system improvements.
- Review of areas with high pressures and areas with low pressures including reviews of operational changes at Gezon Pump Station.
- Evaluation and modeling of capability of the existing Water System to meet fire flows concurrently with future projected maximum day demands.
- Water System modeling work was completed using WaterCAD software.

EXHIBIT C

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Grant Compliance. If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

3. Qualifications. Professional represents and promises that:

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

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

C. If the contract is for a HUD CDBG or another federal or state funded project, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

D. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

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

B. If Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency

(i.e., speak English less than very well), Professional will use language assistance services in communications.

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

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

E. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision.

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

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

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

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

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

7. Payment to Professional.

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

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

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

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

9. Taxes. City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately list amounts added for taxes.

10. Records. City is a public entity that receives funds from other governmental agencies. Thus, (i) City must retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the

contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

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

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

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

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

14. Professional Liability and Risk Allocation.

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

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

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

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
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 afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

16. General Terms.

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

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

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

STAFF REPORT

Date: November 19, 2024
Subject: Towing and Storage of Vehicles
From: Capt. Eric Wiler
CC: Chief Kim Koster
Meeting Date: December 2, 2024

RECOMMENDATION:

It is recommended the City Council award the proposal for a three-year contract for the towing and storage of vehicles to the sole bidder, Merl's Towing Service, Inc.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 – Safety
 - Goal 1 – Implement and adopt more proactive public safety initiatives
- Pillar 3 - Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services

DISCUSSION:

The towing and storage of vehicles through towing companies provides a method to ensure that vehicles are towed and stored utilizing an equitable, secure, and environmentally appropriate method. The police department often needs to have vehicles towed that are evidence in a criminal investigation, abandoned, or after traffic crashes. To ensure that crimes are thoroughly investigated and the roadways in the city are free of obstructions for the motoring public's safe travel, towing vehicles is an essential function of the police department.

On November 7th, 2024, the City Clerk published a notice to bidders regarding the towing and storage of vehicles on behalf of the City of Wyoming. 81 invitations to bid were sent to and/or downloaded by prospective bidders. On November 19, 2024, the City received one bid from Merl's Towing Service, Inc. This bid was the only bid received during the acceptance period.

Most incurred costs to the City are associated with towing and storage related to vehicles towed as evidence of crimes or serious/fatal traffic crashes that require vehicles to be held for police investigations. Most others are city-owned vehicles towed due to crashes or mechanical failures. Other tows are for circumstances in which the city incurs no cost as it becomes the responsibility of the registered owner. In cases of unclaimed abandoned vehicles, after appropriate legal processes, Merl's sells the vehicle at auction, recovers their towing and storage costs, and sends the remaining funds to the City. We then forward that to the state, which deposits the funds into the state unclaimed property fund.

The terms of the bid are largely a continuation of our current agreement with the bidder as it relates to services provided. The performance of the bidder over the past contract period has proven effective and efficient.

BUDGET IMPACT:

Because the need for towing and storage is variable, we must estimate future costs based on past needs. Based on expenditures the last two fiscal years and thus far this year, we can expect to spend approximately \$21,000 – \$24,000 over the three-year period covered in this bid. Payments for these costs come from the Impounds and Towing account number 205-301-31500-862.00.

Attachment(s):
Bid proposal

CITY OF
WYOMING

TOWING AND STORAGE OF VEHICLES 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:

Matthies Enterprises Inc, DBA Merls Towing Service
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5570 Clay Ave SW
[Contractor's street address]
Wyoming, MI 49548
[Contractor's city, state & zip]

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

Effective Date means: 01/01/2025.

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

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

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

NONE

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

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

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

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

City of Wyoming

Contractor: _____

By: _____
John Shay, City Manager

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

Date signed: _____, 20__

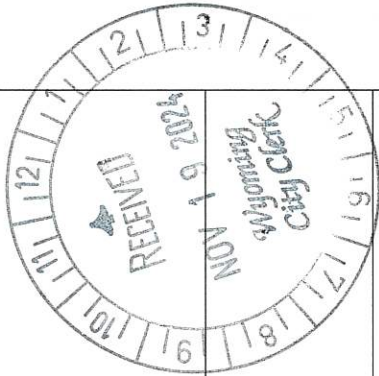
Date signed: 11/20, 2024

Approved as to form:

[Signature]

YEAR ONE

January 1, 2025 – December 31, 2025



Service Call	Cost Per Tow	Mileage		Clean Up Charge	Storage Fees (No storage charge shall be levied for the first calendar day or any part thereof.)					
		Within the City Limits	Outside the City Limits		Outside		Heated Inside			
					Daily Storage Fee	Police Evidence Vehicles Only	Daily Storage Fee	Police Evidence Vehicles Only		
		Per Loaded Mile	Per Loaded Mile		Accidents Only		Charged to Vehicle Owner	Charged to Vehicle Owner	20 and under Vehicles	Over 20 Vehicles
Service Call Only	70.00									
Light Duty Towing (less than 10,000 lbs.)	70.00	145.00*	5.00	5.00	25.00*	51.00	No Charge	66.00	No Charge	66.00
Medium Duty Towing (10,000 – 22,500 lbs.)	200.00	425.00*	Included	Included	Included	130.00	No Charge	200.00	No Charge	200.00
Heavy Duty Towing (22,500 lbs. or greater*)	200.00	HD - 750* ROT - 1500*	Included	Included	Included	130.00	No Charge	200.00	No Charge	200.00
Four Wheel Drive Towing	70.00	145.00	5.00	5.00						
Off -Road Towing	120.00	145.00	5.00	5.00						

List any additional charges for:

Dolly Services: \$45.00 Winning Services: \$120* SEE ADDENDUM

*Towing and Storage Charges for vehicles in excess of 1 ton models are to be at the Contractor's rates as registered with and approved by the MPSC and shall be posted in a prominent location for public viewing at all the Contractor's places of business and will be provided to the City of Wyoming at no charge.

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA): Matthies Enterprises Inc. DBA merts Towing Service

* SEE ADDENDUM

YEAR TWO

January 1, 2026 – December 31, 2026

	Service Call	Cost Per Tow	Mileage		Clean Up Charge	Storage Fees (No storage charge shall be levied for the first calendar day or any part thereof.)					
			Within the City Limits	Outside the City Limits		Outside		Heated Inside			
						Daily Storage Fee	Police Evidence Vehicles Only	Daily Storage Fee	Police Evidence Vehicles Only		
			Per Loaded Mile	Per Loaded Mile		Accidents Only		Charged to Vehicle Owner	Charged to Vehicle Owner	20 and under Vehicles	Over 20 Vehicles
Service Call Only	70.00										
Light Duty Towing (less than 10,000 lbs.)	70.00	145.00 *	5.00	5.00	25.00 *	51.00	No Charge	66.00	No Charge	66.00	
Medium Duty Towing (10,000 – 22,500 lbs.)	200.00	425 *	Included	Included	Included	130.00	No Charge	200.00	No Charge	200.00	
Heavy Duty Towing (22,500 lbs. or greater*)	200.00	HD - 750 * ROT - 1500 *	Included	Included	Included	130.00	No Charge	200.00	No Charge	200.00	
Four Wheel Drive Towing	70.00	145.00	5.00	5.00							
Off -Road Towing	120.00	145.00	5.00	5.00							

List any additional charges for:

Dolly Services: 45.00 Winching Services: 120.00 *

*Towing and Storage Charges for vehicles in excess of 1 ton models are to be at the Contractor's rates as registered with and approved by the MPSC and shall be posted in a prominent location for public viewing at all the Contractor's places of business and will be provided to the City of Wyoming at no charge.

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA): Matthies Enterprises Inc., DBA MERLS TOWING SERVICE

* SEE ADDENDUM

YEAR THREE

January 1, 2027 – December 31, 2027

	Service Call	Cost Per Tow	Mileage		Clean Up Charge	Storage Fees (No storage charge shall be levied for the first calendar day or any part thereof.)				
			Within the City Limits	Outside the City Limits		Outside		Heated Inside		
						Daily Storage Fee	Police Evidence Vehicles Only	Daily Storage Fee	Police Evidence Vehicles Only	
			Per Loaded Mile	Per Loaded Mile		Charged to Vehicle Owner		Charged to Vehicle Owner	20 and under Vehicles	Over 20 Vehicles
Service Call Only	70.00									
Light Duty Towing (less than 10,000 lbs.)	70.00	145.00*	5.00	5.00	25.00*	51.00	No Charge	66.00	No Charge	66.00
Medium Duty Towing (10,000 – 22,500 lbs.)	200.00	425*	Included	Included	Included	130 ⁰⁰	No Charge	200.00	No Charge	200.00
Heavy Duty Towing (22,500 lbs. or greater*)	200.00	HD - 750* ROT - 1500*	Included	Included	Included	130 ⁰⁰	No Charge	200.00	No Charge	200.00
Four Wheel Drive Towing	70.00	145.00	5.00	5.00						
Off -Road Towing	120.00	145.00	5.00	5.00						

List any additional charges for:

Dolly Services: 45.00 Winching Services: 120.00*

*Towing and Storage Charges for vehicles in excess of 1 ton models are to be at the Contractor's rates as registered with and approved by the MPSC and shall be posted in a prominent location for public viewing at all the Contractor's places of business and will be provided to the City of Wyoming at no charge.

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA): Matthies Enterprises Inc, DBA merls Towing Service

PROPOSAL FOR TOWING AND STORAGE OF VEHICLES

11/19/2024

Addendum for Pricing Clarification & Victim Storage Waiver

- (1) While Matthies Enterprises Inc., DBA Merl's Towing Service is the bidder of the contract, the contract will be serviced by Merl's Towing Service & Grand Rapids Towing (both under the same ownership as) and named on the enclosed insurance certificate.
- (2) Referencing "Additional Charge for Winching Service" (page 17, 18, and 19), the rate listed is for the first 15 minutes of winching. Any winching beyond the first 15 minutes would be \$100 per hour billed in ¼ hour increments.
- (3) Referencing "Cost per Tow" (page 17, 18, and 19), the rate listed is for the first 15 minutes on scene. Additional "Wait Time" on scene (after the initial 15 mins) would be billed \$80 per hour billed in ¼ hour increments. Additional "Clean-up time" (after the initial 15 mins) for glass, debris, and vehicle fluids (such as oil, transmission fluid, anti-freeze, battery acid, etc.) would be billed \$100 per hour billed in ¼ hour increments.
- (4) Referencing "Cost per Tow" (page 17, 18, and 19), all Medium Duty & Heavy Duty Towing and recovery prices are calculated "per hour" in order to reflect these impounds and accidents very often require multiple trucks to complete the cleanup process. The price listed for Heavy Duty is split between a Heavy Duty Wrecker & Heavy Duty Rotator.
- (5) Referencing Page 14, Section D. Merl's Towing Service in no way wishes to re-victimize vehicle owners who are not at fault or not suspected of committing any crimes when vehicles are stolen, held for evidence, held for forensic investigative, etc. In the previous contract we agreed that the City of Wyoming Public Safety Department's designee may contact Merl's Towing when any of these situations arise to confirm the details and circumstances of the towing and extended storage and then provide a waiver of storage fees when appropriate. We are happy to continue this arrangement if acceptable.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO
SIGN AN AMENDMENT TO ORDER FORM WITH PLACER LABS, INC.

WHEREAS:

1. As detailed in the attached staff report, Placer Labs, Inc. has submitted an amendment to renew an agreement to provide location based analytics for two years in the total amount of \$62,820.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts an amendment to order form with Placer Labs, Inc.
2. City Council authorizes the Mayor and City Clerk to sign the amendment to order form.

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 December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Amendment To Order Form

Resolution No. _____

STAFF REPORT

Date: November 5, 2024
Subject: Placer Annual Renewal
From: Paul Smith, Assistant Director of Community & Economic Development
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community & Economic Development
Krashawn Martin, Director of Parks & Recreation
Meeting Date: December 2, 2024

RECOMMENDATION

Approve resolution entitled, "Resolution Approving And Authorizing Mayor And City Clerk To Sign Amendment to Order Form with Placer Labs, Inc."

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION

Placer provides location-based analytics using anonymized cellphone location data. Additionally, Placer provides census data, customer data, and national/state comparisons of tenants. Analysis can be performed by property, tenant, road segment, or custom geofence. This allows staff to collect visitor counts for both properties and events to understand both economic impacts and development opportunities.

Whenever considering location-based data, privacy concerns are understandable. Placer collects location data from users of mobile apps that require opt in, complies with privacy laws both in the US and in Europe, uses a four-step process to ensure that property information cannot be tied back to individuals, and does not offer location data for sensitive locations (e.g. churches, schools, and military facilities).

City staff use this service to support grant applications, compare development proposals, and measure attendance at special events. Over the past several years, Community and Economic Development staff have used this service with great success to secure state appropriations, support economic development programs, inform planning decisions, and measure infrastructure adoption and use. Staff members of our Parks and Recreation, Public Safety, and Public Works departments also have seats with Placer and use the service to support their operations.

Placer is unique in offering unlimited queries, unlimited seats, and custom geofences. It does not have the same demographic information on visitors as competitors, but that is due to an emphasis on privacy protection. This also means that its feature set has been stable even as California and the European Union expand privacy protections.

The annual renewal includes unlimited seats and unlimited custom reports. To smooth service delivery and lock pricing, a two-year contract is recommended. The first year's service would bill at \$30,870 and the second year's service would bill at \$31,950. This 3.5% increase is less than the 5.0% increase that the City saw in our first renewal. The renewal agreement was approved as to form by the City Attorney.

BUDGET IMPACT

The necessary funds for this service were budgeted for and available in accounts 101-701-7000-956.000 (Planning – Other Services) and 208-751-75200-956.000 (Parks & Recreation – Other Services).

Attachment: Contract ("Amendment to Order Form")




PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this “**Amendment**”), dated as of October 23, 2024 (the “**Amendment Date**”), modifies the Order Form executed by City of Wyoming, Michigan (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about December 20, 2022 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 24 months starting December 20, 2024 (“**Renewal Date**”).
2. Starting on the Renewal Date, the Annual License Fee will increase, from \$29,400 to \$30,870.
3. Starting on December 20, 2025, the Annual License Fee will increase, from \$30,870 to \$31,950.
4. Accordingly, Customer will receive the first annual invoice for this upcoming Additional Term on the Renewal Date.
5. In all other respects, the Order Form shall remain in full force and effect.

City of Wyoming, Michigan
By:
Name: Kelli VandenBerg
Title: City Clerk

Placer Labs, Inc.
By: 
Name: Vernell Wisdom
Title: Director of Deal Desk

City of Wyoming, Michigan
By:
Name: Kent VanderWood
Title: Mayor

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
PROFESSIONAL MARKETING AND PUBLIC RELATIONS SERVICES
FOR THE OPENING OF THE GODWIN MERCADO

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from SaboPR for professional marketing and public relations services for the opening of the Godwin Mercado in the total amount not to exceed \$26,800.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from SaboPR for professional marketing and public relation services for the opening of the Godwin Mercado.
2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

Staff Report

Date: November 19, 2024
Subject: Park and City Sign Design Project
From: Krashawn Martin, Director of Parks and Recreation
Meeting Date: December 2, 2024

RECOMMENDATION:

It is recommended City Council approve the contract with SaboPR for professional marketing and public relations services supporting the opening of the Godwin Mercado. The total project proposal costs range between \$19,400 and \$26,800.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Sabo PR provides crisis management, photography, videography and graphic design support on an as needed basis to the city’s communications team. This support allows the City to maintain its identity and brand with consistent and clear messaging which is a key component of creating a cohesive, engaged community. This support also helps us effectively message critical information to our stakeholders.

The City is engaging with SaboPR to support a successful launch and activation of the facility. The proposal includes:

- Content and collateral design – includes the development of key messages and a brand story that can be used to build out multiple content pieces including brochures, e-newsletters, the website, social media, and more.
- Advertising – digital advertising which includes the development of artwork.
- Website development

Construction on the Godwin Mercado began in October with expected completion in 2025. Proposed work with SaboPR will help to ensure a successful market launch and continued future operations.

BUDGET IMPACT:

Funds for this project are budgeted in account number 208-752-67200-956.000.

Attachments:

Contract

Project Proposal

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

Effective Date means December 3, 2024.

Professional means Sabo Group, LLC, a Michigan limited liability company of 44 Cesar Chavez Ave SW, Suite 300, Grand Rapids, MI 49503, d/b/a Sabo Public Relations, LLC and Sabo PR.

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

Proposal means Professional's proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

1. 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. 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: _____
John Shay, City Manager

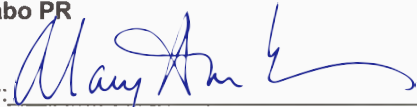
Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

Sabo PR

By:  _____
[Signature officer, director or principal of Professional]
Mary Ann Sabo, President

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

Date signed: November 20, 2024

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Qualifications. Professional represents and promises that:

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

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

C. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

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

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

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

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

E. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision.

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

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

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

C. Professional will immediately notify City of any subsequently discovered changes in meeting the standards in this section.

5. Payment to Professional.

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

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

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

6. Document Ownership and Use. All documents Professional generates as part of its services under this Contract, whether in paper, electronic or other media or format, shall belong to City upon City's payment of amounts due Professional under this 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.

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

8. Taxes. City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately list amounts added for taxes.

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

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

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

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

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

13. Professional Liability and Risk Allocation.

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

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

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

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

14. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

15. General Terms.

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

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

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 General Aggregate \$1,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).

EXHIBIT B
PROPOSAL

Sabo PR

To: Patrick Waterman, Krashawn Martin, Brianna Peña-Wojtanek

From: Brian Greenleaf, Amy Snow-Buckner

cc: Mary Ann Sabo

Re: Godwin Mercado Marketing Budget

Date: November 18, 2024

We appreciated the opportunity to learn more about your plans to open Godwin Mercado. This is an exciting step in Wyoming's future as you look to revitalize the site along 36th Street. We would be honored to assist you in helping prepare for this new community hub, which will offer a farmers market, an event space, community programming and more.

Below are the activities we can potentially support on to help ensure the Mercado has a successful launch, as well as budget ranges. This list is not meant to be exhaustive and, as we move through the project, we may find additional collateral and content are needed to engage the community.

Content & Collateral Design

- **Budget:** \$9,000-\$14,000
- *Please note: Prices do not include any printing/production costs.*

Advertising

- **Budget:** \$6,000-\$7,000
- *Please note: Prices reflect artwork development. Media budget will be determined separately.*

Note: Overall budget for FY 2024 will not exceed \$20,000 for SPR services for Content, Design and Advertising.

WEBSITE

- **SPR Budget:** \$4,400-\$5,800 for project management and phase I content
- **Mindutopia budget:** \$5,000 for phase I development – please see separate quote

FOR CONSIDERATION DOWN THE ROAD

- Visual Assets
- Media Relations
- Community Engagement
- Neighborhood Marketing

- Social Media

We're happy to discuss the above at your convenience.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM TETRA TECH FOR
LIFT STATION PLC UPGRADE ENGINEERING DESIGN SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Tetra Tech for lift station PLC upgrade engineering design services in the total estimate amount of \$17,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Tetra Tech for lift station PLC upgrade engineering design services.
2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: November 19, 2024

Subject: Lift Station PLC Upgrade Engineering Design Services

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: December 2, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal from Tetra Tech to perform engineering design services for the upgrade of obsolete lift station programmable logic controllers in the amount of \$17,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming's collection system includes eleven lift stations that pump wastewater to the Clean Water Plant for treatment. These stations are monitored and controlled by computerized devices called programmable logic controllers (PLCs) which are an extension of the Clean Water Plant SCADA system. To ensure reliable operation and improve the SCADA system's cybersecurity, the lift station PLCs require upgrading. The existing PLCs are approximately 20 years old and were discontinued by the manufacturer in 2021.

Therefore, Tetra Tech, the original designer of the Clean Water Plant SCADA system, was engaged to review the necessary upgrades and provide engineering design services. The proposal submitted includes developing one-line drawings, a bill of materials, and specifications for procurement and installation. Tetra Tech will also solicit pricing from three qualified control panel builders. Once pricing is received, Tetra Tech will provide a proposal for the next project phase which includes the installation, programming, and commissioning of the upgraded PLCs.

Tetra Tech has played a critical role in the design, programming, and implementation of the PLC/SCADA system at the Clean Water Plant for over 25 years. Their familiarity with the plant, lift stations, SCADA system, and the PLC programming makes them a logical and cost-effective choice to perform this work. Additionally, Tetra Tech is the sole source integrator for the utility plants as outlined in the City of Wyoming SCADA System Designs Standards policy for security purposes.

BUDGET IMPACT:

Adequate funds have been budgeted for and exist in the Sewer Fund account 590-441-54400-972.544.



November 15, 2024

Transmitted Electronically

Mr. Dan Kleinheksel
City of Wyoming Clean Water Plant
2350 Ivanrest
Wyoming, Michigan 49418

Re: City of Wyoming Michigan
Clean Water Treatment Plant (CWP) – Remote Station PLC Upgrades
Proposal for Engineering Design Services

Dear Mr. Kleinheksel:

Tetra Tech (Tt) is pleased to submit this proposal for Engineering design services to design PLC upgrades at eleven (11) City of Wyoming remote lift stations.

Under this contract Tetra Tech (ENGINEER) will develop a new system one-line drawing to show the interconnection of the CWP to each remote station, create a system bill-of-material and a specification that includes a written scope of component procurement and installation work.

In, addition Tetra Tech will submit the written work scope and component bill-of-material to up to three qualified panel builders to obtain competitive pricing for the installation portion of the upgrade work. This will allow the City to obtain competitive pricing for component procurement and installation.

Following this initial design phase, Tetra Tech will follow-up with a phase-2 proposal that will include the selected installation contractor's fees who will procure and install the required new hardware plus update existing as-built drawings for each station. The phase-2 proposal will also include Tetra Tech programming and onsite commissioning scope & fee.

BACKGROUND

The City of Wyoming operates and maintains eleven remote lift/metering stations the City desires to upgrade from older Allen-Bradley SLC style controllers and related input/output cards, racks and power supplies with new Rockwell CompactLogix 5380 series equipment.

Station List:

- 30th Street Lift Station
- Abby Lane Lift Station
- Clyde Park Lift Station
- Freeman Lift Station
- Himes Lift Station



- Pickett Lift Station
- Pinehurst Lift Station
- Poe Lift Station
- Robin Lift Station
- Union Lift Station
- Wilson Lift Station

A summary of concerns related to the existing stations are as follows:

- Overall age the existing Allen-Bradley SLC style controllers and related equipment.
- Availability of Allen-Bradley SLC style equipment due to obsolescence.
- Compatibility with newer generation Rockwell PLC equipment and Wonderware System software.
- Cyber security of the old Rockwell SLC controllers due to their age. New processors will be flash upgraded to the latest available Rockwell firmware revision (Currently version 36) to help mitigate potential Rockwell controller vulnerabilities.

SCOPE OF SERVICES

The following objectives will be accomplished under this effort:

- Create a new system one-line depicting the interconnection of the lift stations back to the head-end (CWP).
- Create a bill-of-material for replacement Rockwell components based on migrating the existing SLC type components to the newer CompactLogix 5380 equipment.
- Creation of procurement and installation specifications to be used to obtain a qualified system integrator (contractor) for system installation. The selected contractor would work as a subcontractor under Tetra Tech during phase-2.
- Tetra Tech will obtain price quotes from three qualified installation contractors.

ITEMS NOT INCLUDED IN SCOPE OF WORK

- Component procurement, programming, and onsite installation.

SCHEDULE

We will start work within 7 days of notification to proceed. We assume the total length of this contract to not exceed 90-days from notice to proceed.

COMPENSATION

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of \$17,000.

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.



CONCLUSION

We look forward to working with you on this important project. If you need additional information, please call me at (734) 417-4430.

Sincerely,

A handwritten signature in black ink that reads 'Mick S. Jones'.

Mick S. Jones, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____

Clean Water Treatment Plant – Remote Station PLC Upgrades Design

Approved as to form:

A handwritten signature in blue ink that reads 'Scott G. Smith'.

Scott G. Smith, City Attorney



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- Salary Cost is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- Cost Plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- Lump Sum is defined as a fixed price amount for the scope of services described.
- Standard Rates is defined as individual time multiplied by standard billing rates for that individual.
- Subcontracted Services are defined as Project-related services provided by other parties to Consultant.
- Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing **Consultant's services and may retain subconsultants to perform certain services** as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of **Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater.** Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is **beyond Consultant's reasonable control**, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or **settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.**

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. **It is Consultant's policy** to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or **the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant** because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against **the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement.** The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AMENDMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES FOR THE PUBLIC WORKS BUILDING

WHEREAS:

1. On September 3, 2024, City Council adopted Resolution #28161 accepting a proposal from The Architectural Group, Inc. (TAG) for architectural and engineering services for the public works building.
2. As detailed in the attached staff report, TAG has provided the City with a contract amendment not to exceed \$160,000.00, billed on a time and material basis.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a contract amendment for architectural and engineering services for the Public Works building.
2. City Council authorizes the City Manager to sign the contract 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 December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Amendment

Space Needs Summary

Resolution No. _____

STAFF REPORT

Date: November 18, 2024
Subject: Architectural and Engineering Services for the Public Works Building
From: Aaron Vis, Deputy Director of Public Works
CC: Myron Erickson, Director of Public Works
Meeting Date: December 2, 2024

RECOMMENDATION:

It is recommended that the City Council approve and authorize the City Manager to sign an amendment to the existing contract with The Architectural Group Inc. (TAG) to provide professional architectural and engineering services for the Public Works Building, at a not to exceed amount of \$160,000, billed on a time and material basis.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 - Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.
 - Objective 5 – Update facilities usage and design plan
 - Tasks 3, 5 – Public Works building improvements Phases I and II

DISCUSSION:

Throughout 2023, a Space Needs and Facilities Assessment for the Public Works Building was performed by Century A&E. The final report from this work, included as an attachment to this staff report, indicated that significant space needs and improvements were necessary. A summary of these items includes:

- Increased space needs for office, equipment storage, material storage, locker rooms, and lunchrooms for all entities currently working within the Public Works building. This includes Engineering, Traffic, Fleet, Administration, Public Services, and Parks and Recreation staff, at a total need of approximately 20,000 sq. ft.
- Numerous capital-intensive items were also identified for repair or replacement as part of an expansion and improvement project. These included failing drains, failing building joints, multi-layered roofs in poor to fair condition, HVAC systems well beyond their useful life, inadequate ventilation, outdated and piecemealed electrical equipment, and other items not meeting current building code.

On September 3, 2024, the City Council, via Resolution 28161, entered into an agreement with TAG to perform architectural and design engineering services for small projects throughout the City. At that time, it was also noted that staff intended to utilize this contract with TAG for larger projects by obtaining project-specific quotes that employed the same hourly labor rates.

To that end, a proposal was solicited from TAG to perform architectural and engineering services for the public works building. TAG provided the attached proposal, which includes refining the needs identified in the original Space Needs and Facilities Assessment Report, developing project objectives, developing conceptual site and floor plans, and developing a construction budget. TAG intends to bill for their services on a time and materials basis using the hourly rates as approved on September 3, 2024. The not-to-exceed cost for this work, including a civil engineering allowance, is projected to be \$160,000.00.

BUDGET IMPACT:

Sufficient funds are available in the Capital Outlay Account 660-441-58500-977.000.

Attachments:

Space Needs and Facility Assessment Summaries

Contract

CITY OF WYOMING

CONTRACT AMENDMENT The Architectural Group Inc.

This Contract Amendment is to the Architectural and Design Services for Capital Improvement Projects and Renovations contract made as of September 3, 2024 (Effective Date) between the City of Wyoming (City) and The Architectural Group Inc.. (Professional)

RECITALS

- A. City wishes to add additional architectural and engineering services for the Public Works facility schematic design and design development project. (Added Services).
- B. Professional submitted a proposal dated November 14, 2024, for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 2024

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

The Architectural Group Inc.

By: _____
(Signature, officer, director or principal of Professional)
Jay Medema, Principal
(Typed/Printed Name & Title of Person Signing for Professional)

Date signed: 11/19, 2024

EXHIBIT A
PROPOSAL

November 14, 2024

Mr. Aaron Vis
Mr. Troy Rinks
City of Wyoming
1155 28th St SW
PO Box 905
Wyoming, MI 49509

RE: Proposal for Architectural and Engineering Services
City of Wyoming – Public Works Facility
2660 Burlingame Ave.
Wyoming, MI 49509

Aaron,

As requested, we are submitting a Proposal for Architectural and Engineering Services for the City of Wyoming – Public Works Facility at 2660 Burlingame Ave. We look forward to continuing our work with the City of Wyoming designing building spaces that are both functional and beautiful and align with the project budget.

This Proposal is intended to cover Schematic Design and part of the Design Development Services so the City can define a project scope of work and obtain a conceptual construction budget before proceeding with the project. It is estimated that these services will be approximately 20% of the total design services for an estimated \$10 million project expenditure (not including City provided items like furnishings, signage, specialty equipment).

Project Description

The project is based on the Space Needs and Facilities Assessment for the Public Works Facility report conducted by Century A/E, issued August 10, 2023. The report outlines the goals of the project and the deficiencies of the building. TAG will build on this information through the Schematic Design process to define and prioritize the work to be completed

within the anticipated \$10 million project expenditure. The Schematic Design process is outlined below.

Schematic Design Services

- Interviews between key Department personnel, Facilities, and TAG to determine specific needs and objectives, adjacencies, systems, and finishes. If needed, conduct site visit with our engineers to assess as-built conditions.
- Develop building program with space allocations.
- Review building program with the Project Team. Prioritize project objectives.
- Develop conceptual site and floor plans
- Review conceptual floor plans with the Project Team.
- Revise floor plans and develop Design Development drawings, including building elevations, preliminary building sections, as well as building systems narratives and schematic layouts.
- Review Design Development Drawings with the Project Team.
- Develop a construction budget.

Design Cost Schedule

Regarding the architectural and engineering design costs, we would propose a not-to-exceed budget.

Architectural Design Services	\$88,200 - \$105,000
Engineering Design Services	\$37,800 - \$45,000
TOTAL ARCHITECTURAL DESIGN COSTS	\$126,000 – 150,000
Civil Engineering Allowance	\$10,000

Our hourly rates are as follows:

Principal Architect	\$170	Administrative	\$55
Project Designer	\$150	Electrical Engineer	\$160
Project Architect	\$140	Mechanical Engineer	\$160
CAD Technician	\$95		

Our reimbursable costs will be mileage, printing, and postage.

This proposal, as outlined, will serve as the Contract Amendment to the City's Contract for Services with The Architectural Group Inc. The Contract will be provided to The Architectural Group Inc. by the City should the City Council decide to accept the Proposal.

We invoice monthly with payment expected within 30 (thirty) days of invoicing.

Thank you for this opportunity to work with the City's dedicated team members to find solutions for the goals and needs of the Wyoming Public Works Facility so it can continue to serve the City and residents of Wyoming for years to come.

Please call me if you have any questions about this proposal.

Sincerely,

The Architectural Group Inc.

A handwritten signature in blue ink that reads "Jay Miedema". The signature is fluid and cursive, with the first name "Jay" being more prominent than the last name "Miedema".

Jay Miedema | Principal Architect

Wyoming Public Works Space Needs Summary

INTRODUCTION

In November 2022, the City of Wyoming contracted with Century A&E to conduct a space needs study and facilities assessment for the Public Works Department located at 2660 Burlingame Avenue SW, Wyoming, Michigan. Site visits, walk-throughs, and interviews were held with the various departments in December 2022 and January 2023 to complete the assessments and to understand the facilities' current deficiencies and projected needs for the future.

Public Works currently houses the following departments: Administration, Engineering, Public Services, Traffic, Fleet Services, and Parks. Following is a summary of the identified facilities' space needs and recommendations for the City of Wyoming's consideration.

ADMINISTRATION / GENERAL

1. Following is a list of identified overall space deficiencies that should be addressed in order to functionally and operationally improve the Public Works' function and service.
 - a. Provide modern updated offices, windows, daylight, and views out.
 - b. Improve the user and visitor experience, provide better access, better deliveries.
 - c. Improve facility infrastructure to better support staff and departments.
 - d. Provide larger and barrier accessible locker rooms and restrooms.
 - e. Improve lunch and break areas.
 - f. Provide amenities such as workout room and nursing mother's room.
 - g. Improve proximity and location of supervisors to their staff.
 - h. Centralize inventory, filing, and provide sufficient space for supplies and records.
 - i. Provide adequate equipment storage and vehicle parking, consider seasonal needs.
 - j. Improve access to departments, enhance security.
 - k. Improve stair and access to mezzanine above Fleet Services.
 - l. Improve and repair roof.
 - m. Replace and upgrade HVAC systems.
 - n. Upgrade and repair electrical systems.
 - o. Improve technology and IT infrastructure.
 - p. Improve building energy efficiency.

ENGINEERING

1. Following is a list of identified engineering space deficiencies that should be addressed in order to functionally and operationally improve the department's function and service.
 - a. Improve accessibility for visitors, patrons, and contractors to their department.

- b. Improve and consolidate records/files storage, size, access, and layout area.
- c. Provide larger copier and plotter area.
- d. Provide dedicated records room and print room with work area.
- e. Provide additional conference area.
- f. Provide larger break area.
- g. Provide office workstations for student interns.
- h. Provide office space for temporary employees.

PUBLIC SERVICES

1. Following is a list of identified Public Services space deficiencies that should be addressed in order to functionally and operationally improve the department's function and service.
 - a. Provide larger lockers and shower space.
 - b. Improve security.
 - c. Provide adequate seasonal gear storage space.
 - d. Improve breakroom, counter space and appliances.
 - e. Provide community access computer stations, charging stations.
 - f. Provide larger inventory area, work areas, and meter shop.
 - g. Provide more parking for equipment and vehicles in garage.
 - h. Improve VAC truck parking, provide additional door for improved access.
 - i. Provide ceiling mounted power washer, dedicated wash bay.
 - j. Provide permitted wash out bay and pit for street sweepers.
 - k. Replace/improve garage trench drain.
 - l. Improve garage ventilation.
 - m. Mitigate garage overhead door damage.
 - n. Provide new salt dome conveyor belt system.
 - o. Provide EV charging for electric vehicles.

FLEET SERVICES

1. Following is a list of identified Fleet Services space deficiencies that should be addressed in order to functionally and operationally improve the department's function and service.
 - a. Work areas are currently adequate.
 - b. Provide isolated secure entrance exterior to department offices.
 - c. Provide EV charging capabilities.

- d. Improve storage.
- e. Add lean-to's on exterior for additional covered equipment storage.

TRAFFIC

1. Following is a list of identified Traffic space deficiencies that should be addressed in order to functionally and operationally improve the department's function and service.
 - a. Provide dedicated locker room areas (currently shared with Parks).
 - b. Improve shower room and locker areas.
 - c. Improve and provide dedicated work areas.
 - d. Provide separate break room and kitchen area.
 - e. Provide additional cold storage.
 - f. Provide additional parking spaces in the garage (currently have 5 and need 7).

PARKS

1. Following is a list of identified Parks space deficiencies that should be addressed in order to functionally and operationally improve the department's function and service.
 - a. Enlarge wood working area.
 - b. Provide meeting room separate from break area.
 - c. Provide additional equipment storage space (especially during the winter).
 - d. Provide adequate vehicle storage.
 - e. Provide adequate space for material storage.

SPACE NEEDS RECOMMENDATIONS

Through interviews, information provided, and analysis of space utilization and space needs, a spreadsheet was developed tabulating existing space usage, deficiencies, and projected space needs. The following recommendations are presented for consideration by the City of Wyoming. See attached spreadsheet.

1. Not including the mezzanine over by Fleet Services, Administration currently has about 1,500 net SF, needing about 2,000 net SF.
2. Administration and the public side of Public Services could be accommodated in a 3,000-5,000 SF addition. (On paper, future space needs suggest a need for an additional 3,000 SF but with some longer term planning may warrant considering a bit more space and should be strategically discussed.)
3. With Administration vacating the upper level office, space frees up about 1,500 net SF space for Engineering expansion.

4. Engineering has a projected need of about 3,500 net SF, currently occupying about 2,000 net SF, and fills in the vacated administration space.
5. The existing garage is about 30,000 SF total (not including Fleet Services space). After totaling up the (max) winter condition (not including Parks) Public Works needs about an additional 10,000 SF of indoor enclosed vehicle and equipment storage space for public services and traffic (This assumes Parks is relocated which currently utilizes about 3,500 SF of garage space for vehicles.)
6. If Parks vacates the building for another location, that frees up about 6,000 SF (not including the garage space they use for vehicle storage) with the space accommodating the increased "work" space needs of Public Services (+3,000 net SF) and Traffic (+1,000 net SF). When you add SF for circulation, etc., the 6,000 SF currently occupied by Parks with renovations should accommodate Public Services and Traffic's additional space needs.
7. Fleet Services has minimal additional space needs, possibly a small addition to create a secure entrance.
8. Parks currently uses about 10,000 SF in the building including sharing locker space and would need up to about 15,000 SF including vehicle and equipment space (about 7,500 SF or half of their need is for vehicle and equipment storage.) Possibly the cold storage building (about 12,000 SF) could be converted or added onto for their use or another location could be identified for them to consider.

In summary, the following recommendations are made to address Public Works facility space needs:

1. Construct a 5,000-6,000 SF single story on grade addition at the northwest corner of the existing Public Works building for administration and public side of public services.
2. Renovate the mezzanine level of the north side of the building to accommodate engineering needs.
3. Construct a 10,000 SF garage addition onto the northeast corner of the existing building. As an option, the 12,000 SF Cold Storage Building could be used for PS storage expansion.
4. Adjust and add parking to offset displaced parking due to building additions.
5. Construct additional lean-to's for additional covered storage to better store and protect equipment stored outdoors.
6. Renovate the existing garage to make necessary repairs to improve use and operation for vehicle and equipment storage.
7. Renovate the main level of the north side of the building to address deficiencies and needs of Public Services and Traffic.
8. Add secure entry to Fleet Services.
9. Relocate Parks Department to another location totaling about 15,000 SF. As an option, Parks could relocate to the Cold Storage Building with 3,000 SF addition.
10. Renovate existing inventory and maintenance storage to centralize in one location adjacent to Fleet Services.

See attached floor plan and site graphics delineating these proposed changes and recommendations.

Wyoming Public Works Facilities Assessment Summary

INTRODUCTION

The original Wyoming DPW Building, built in the late 1960s, was a pre-engineered metal building with a central main core and a width extension on either side. The construction is a typical moment frame building with rod cross bracing covered with metal purlins and a standing seam roof. Exterior CMU infill walls were built inside the siding but are not part of the pre-engineered building system.

In 1994 the southeast corner of the building was infilled with similar building materials to expand the garage space. In 2000 a fleet repair addition was added onto the south side of the main building as a standalone pre-engineered addition.

Following is a summary facilities assessment of significant building system deficiencies and recommendations for the City of Wyoming's consideration. The items in **BOLD** are considered critical items that should be addressed in short term. The items in *ITALICS* are important and should be addressed in the next 2-3 years.

STRUCTURAL

1. Numerous rod braces have been cut and/or missing that provide lateral cross bracing support for the building structure in the Sign Shop, Parks Department, and Main Vehicle Garage areas.
2. The stair in the Parks Department and in the Maintenance Office area leading up to the second floor do not appear to meet current building code and OSHA standards.
3. Significant cracks exist in the main vehicle garage concrete floor at the east and west garage doors.
4. **The main vehicle garage trench running the length of the building is failing, in poor condition, and should be replaced.**
5. **The building joint between the 1994 addition and south wall of the building is failing and should be repaired.**
6. A small but significant crack was observed in the northwest corner of the maintenance area.
7. It is noted there are ADA standards deficiencies throughout the facility and should be addressed as part of any renovations.
8. **The existing Main Building and Cold Storage roofs are in "poor" to "fair" condition and should be repaired and/or restored in the near future.**
9. Additional daylighting, windows, and opportunity for views out should be considered as part of any proposed renovations.
10. The facilities do not meet the current energy efficient design and construction and should be addressed as part of any proposed renovations.
11. Onsite paved drives and parking are in "good" to "fair" condition and should be inspected and maintained (crack repair) to extend their life expectancy for a number of years.

MECHANICAL

1. Mezzanine Level Administration
 - a. This area is served by a Carrier 12.5 ton gas-fired packaged roof top unit (RTU-4) with a capacity of 5,000 cfm serving an area approximately 4,300 sf of office space. It was replaced in 2008.
 - b. The unit serves a single zone with a single temperature control thermostat. The unit provides no relief air and has no air side economizer.
 - c. *When the unit is scheduled replacement, it is recommended it be changed out for a variable air volume (VAV) system with multiple temperature control zones for improved comfort and control. A hot water boiler would need to be added to provide hot water reheat for the system.*
2. Public Works Foreman's Offices
 - a. This area is served by a Carrier 7.5 ton gas fired packaged roof top unit (RTU-5) with a capacity of 3,000 cfm serving an area of approximately 1,965 sf of office space. It was replaced in 2008.
 - b. A residential style furnace with a remote condensing unit was added to provide better control of the entry / elevator atrium.
 - c. The main roof top unit serves a single zone with a single temperature control thermostat. The unit provides no relief air and has no air side economizer.
 - d. *When the unit is scheduled for replacement, it is recommended it be changed out for a variable air volume (VAV) system with multiple temperature control zones for improved comfort and control. A hot water boiler would need to be added to provide hot water reheat for the system.*
3. Ground Level Breakroom / Men's and Women's Locker Room Areas
 - a. This area is served by a Carrier 7.5 ton gas fired packaged roof top unit (RTU-3). It was apparently also replaced in 2008.
 - b. The unit serves a single zone with a single temperature control thermostat. The unit provides no relief air and has no air side economizer.
 - c. *When the unit is scheduled for replacement, it is recommended it be changed out for a variable air volume (VAV) system with multiple temperature control zones for improved comfort and control. A hot water boiler would need to be added to provide hot water reheat for the system.*
 - d. The existing plumbing fixtures in the locker room are showing wear and need replacement.
 - e. *Plumbing fixtures can be replaced at the time other planned renovations are occurring.*
4. Ground / Mezzanine Level Traffic
 - a. This area is served by a Carrier 7.5 ton gas fired packaged roof top unit with a capacity of 5,000 cfm. This unit has a manufacture date of 2008.

- b. This area is more suitable for a single zone of temperature control.
 - c. This area could be combined with the area served by RTU-3 in the future.
5. Ground / Mezzanine Parks Department
- a. The lower level office area is served by a residential furnace with gas heat and Dx cooling located on the mezzanine. The age of this unit is unknown.
 - b. The balance of the high bay area is heated by three gas fired unit heaters vented through the roof.
 - c. *Since this area serves as a vehicle garage a make-up air unit would be required and to supply the required amount of ventilation coupled with a relief hood of mechanical exhaust system.*
6. Vehicle Garage
- a. The mechanical systems have not significantly changed since the building's construction. The garage is heated by a number of gas fired unit heaters spread throughout the space with atmospheric burners vented up through the roof.
 - b. There are two original exhaust fans serving the space. Their operation is questionable. Two additional exhaust fans were added in the 1995 renovation. The fans are assumed to provide summer ventilation when the garage doors are open. There is no intake or relief hood to provide relief when the fans are running,
 - c. **Mechanical ventilation would require the addition of one or two make-up air units totaling about 16,000 cfm with 100% outside air to supply the space. CO2 monitoring could reduce the amount of ventilation required.**
 - d. *Additional exhaust fans should be added to provide slightly negative pressure for the space and where hazardous liquids are stored or used.*
 - e. The sanitary drainage system from the vehicle garage consists of a system of trench drains. As noted in the structural assessment, the concrete adjacent to the trench drains is spalling and in need of replacement.
 - f. The sanitary drain from the trench drain(s) is routed to an oil / water separator as required by code.
7. Motor Pool Offices
- a. This area is served by a roof top unit (RTU-1) designed for 3,085 cfm (7.5 tons). It was replaced in 2022 with a new Carrier packaged roof top unit. The unit does not have an air economizer cycle for free outside air cooling.
 - b. An existing furnace with condensing unit was abandoned in place when new RTU was put in place and tied in with the parts room.
 - c. The existing parts room on the lower level not connected to any air type of air handling unit. As a result, there is no ventilation air provided for the occupants of the parts room.

- d. *The parts room should either be connected to RTU - 1 or a separate furnace with outside air for ventilation installed.*
8. Heavy Vehicle Repair Bay
- a. The current mechanical system consists of four rows of ceiling mounted radiant tube heaters installed in 1994-95.
 - b. In addition, there is a 22,000 cfm Absolute Air direct fired make-up air unit installed at the same time. Two roof mounted exhaust fans that existed prior are intended to operate in conjunction with the make-up air unit. A CO monitoring system is in place. An existing weld booth is also connected to the CO exhaust system.
 - c. *With the system approaching 30 years old there is limited life expectancy and should be considered for replacements, especially as replacement parts may be difficult to obtain.*
 - d. The sanitary drainage system in the Heavy Vehicle Repair Bay is routed to the sanitary drain located in the Vehicle Garage. It is connected to the same oil / water separator.
9. Light Vehicle Repair Bay
- a. This area is served by a Reznor make-up air unit in this newer addition suspended in the space with an intake wall louver. There is a CO exhaust system with an exhaust fan mounted on the mezzanine and discharges through a wall louver on the side of the building.
 - b. The system appears to be in good operating condition with no changes recommended at this time.
 - c. The existing sanitary system serving the Light Vehicle Repair Bay has its own dedicated oil / water separator as required by code.
10. General Building Services
- a. Fire Protection- An 8" service main enters the building at the east end of the vehicle garage. The system has two system risers with a design density of .2 GPM/sq ft over the most remote 1,500 sf.
 - b. Natural Gas- The gas service enters the building in the southeast corner of the vehicle garage. It appears to be distributed in two pressures. The second regulator is located within the building. Additional information on the system can be obtained by contacting Adam Scripps at DTE.

ELECTRICAL

1. Building Electrical Service
- a. The existing building service originates when the first building was constructed in 1969. The main service equipment remains operational but is reaching its useful life and may be difficult to find replacement parts given the age of the electrical service components. **We recommend the replacement of the main distribution equipment based on the age, cost to repair and test the existing, and to provide better protection and reliability.**

- b. The building panels are also nearing their useful life and should be replaced as part of any space needs upgrades.*
 - c. The building sub-panels are showing their age and should be replaced as part of any space needs upgrades.*
 - d. The building transformers should also be considered for replacement.*
- 2. General Power and Receptacles
 - a. Existing receptacles appear to be in good condition and operational. They should be inspected to verify condition and checked for proper grounding and replaced as necessary. *These should be adjusted accordingly as part of any space needs upgrades.*
- 3. Lighting Systems
 - a. Most fixtures in the facility have been replaced with LED fixtures except in the 2 vehicle maintenance areas and should be changed out to an LED lighting source.
- 4. Emergency Lighting
 - a. The original emergency lighting system is no longer operational.
 - b. Emergency lighting in the facility is backed up by the standby generator and general building power. This does not meet the current code and should be corrected.**
 - i. One option is to install a new transfer switch and life safety panel to feed emergency lighting only which we recommend.*
 - ii. A second option is a battery inverter system to feed emergency lighting.*
- 5. Lighting Control System
 - a. The building has some motion sensors located in some areas controlling lighting. *The lighting control system does not meet the current energy code and should be upgraded and replaced.*
- 6. Stand by Generator
 - a. The generator was installed in 1999 and appears to be in good condition. Life expectancy for the generator is 25-30 years if maintained properly.
 - b. The control board is obsolete, may be difficult to find replacement parts, and should be replaced.*
- 7. Fire Alarm System
 - a. The fire alarm system is operational; however, is outdated and parts are not readily available for repair. **We recommend the system be completely replaced.**
- 8. Building Security System
 - a. The building security system seems to operate as needed by the Owner. This system should be considered for upgrades as space needs changes are made.

9. Building IT System

- a. The existing IT system is fed from (4) different locations. The head end equipment seems not to be a concern. The locations should be centralized and stacked. *We recommend running new wiring from these new data rooms to outlets as part of the space needs upgrades, as well as additional wireless access points.*

10. Charging Stations for Electric Vehicles

- a. The electric service may need to be upgraded depending on the quantity and power draw from the individual charging stations. *Upon analysis of the need for fast charge and long-term charge stations we can evaluate the additional load and determine if the existing electrical service needs to be upgraded.*

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR
WORK ORDER MANAGEMENT SYSTEM (WOMS) IMPROVEMENTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Central Square Technologies, LLC to streamline and improve the water meter changeout and distribution system material inventory processes within the existing WOMS in the amount not to exceed \$27,360.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from Central Square Technologies, LLC for work order management system (WOMS) improvements.
2. City Council authorizes the City Manager to sign the quote.
3. City Council approves the attached budget amendment.

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 December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Quote

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: December 2, 2024

Budget Amendment No. 021

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$27,360 of budgetary authority to provide the necessary funds for improvements to the Central Square work order management system software.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Fund</u>				
Water Utility - T and D Meters - Software Services				
591-537-56500-806.000	\$ 59,500.00	\$ 27,360.00	\$ -	\$ 86,860.00
Fund Balance/Working Capital (Fund 591)		\$ -	\$ 27,360.00	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

Staff Report

Date: November 12, 2024

Subject: Approval of Central Square Quote for Work Order System Improvements

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

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

Meeting Date: December 2, 2024

RECOMMENDATION:

It is recommended the City Council authorize the City Manager to approve the attached quotation from Central Square Technologies, LLC, for a not to exceed amount of \$27,360.00, billed on a time and materials basis, to streamline and improve the water meter changeout and distribution system material inventory processes within the existing work order management system (WOMS). It is also recommended that the City Council approve the related budget amendment.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services.
 - Goal 3 – Improve city infrastructure and service reliability.

DISCUSSION:

The Public Works Department has been utilizing Central Square's WOMS since 2018. Recently, staff became aware of a module within the WOMS that can streamline the water meter changeout and AMI installation process. Currently, this process involves manually entering meter and AMI end point serial number information by multiple staff into two databases. With the new module, staff will be able to scan in and use pre-set bar codes specific to each meter and AMI endpoint upon acquisition and installation. This eliminates error, saves time, and streamlines the process for staff from installation to cost accounting.

Other work included in this quote is related to the water service materials inventory. The State of Michigan, through the Department of Environmental, Great Lakes, and Energy (EGLE), has recently required water suppliers to track their water service materials at multiple points along a water service line. In order to accomplish this moving forward, we need assistance from Central Square to edit our inspection forms and migrate data from our GIS system to the WOMS. This

will ensure that the information is in one spot rather than multiple, will allow faster and better reporting to the state, and allow for easier and better data tracking and revisions.

Upon completion of this work, there are no additional on-going related expenses since this process will now be performed within the existing WOMS.

BUDGET IMPACT:

Pending the attached budget amendment, sufficient funds exist in the Water Fund, Water Utility, Meter Maintenance, Software Services, account number 591-537-56500-806.000

Attachment(s):

Budget Amendment
Quote



**SALES ORDER
PURSUANT TO EXISTING AGREEMENT**

This Sales Order is intended as a binding Agreement between City of Wyoming, MI (“Customer”) and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superior, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. (“CentralSquare”) and shall be effective as of the date of the last signature herein.

Quote Number: Q-186737 is attached to this Sales Order as Exhibit “A”. The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Statement of Work. Services for the products purchased under this Sales Order shall be governed by the Statement of Work document attached to this Sales Order as Exhibit “B”.

Payment Terms.

Subscription

100 % due on the Delivery Date*

Services

Due as incurred on a Time & Materials basis

Third-Party

100 % due on the Effective Date of this Sales Order

In Process

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare’s network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare’s shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

Payment due in full 30 days from date of invoice. Annual maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties (the “Master Agreement”). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer’s accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

CentralSquare Technologies, LLC	City of Wyoming
1000 Business Center Drive DocuSigned by: Lake Mary, FL 32746	2350 Ivanrest Ave SW Grandville, MI 49418
By: <i>Ron A. Anderson</i> <small>DOE45FA2938A4EB...</small>	By:
Print Name: Ron A. Anderson	Print Name:
Print Title: Chief Revenue Officer	Print Title:
Date Signed: 11/5/2024	Date Signed:

Approved as to form:



Scott G. Smith, City Attorney

In Process

Exhibit A Quote

Quote #: Q-186737

Primary Quoted Solution: Enterprise Asset Mgmt

Quote expires on: April 21, 2025

Quote prepared for:

Jay VanDyke
City of Wyoming
2350 Ivanrest Ave SW
Grandville, MI 49418
(616) 261-3553

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

In Process

DESCRIPTION	TOTAL
1. Public Administration Consulting Services - As Incurred	7,200.00
2. Public Administration Data Conversion Services - As Incurred	5,760.00
3. Public Administration Development Services - As Incurred	540.00
4. Public Administration GIS Services - As Incurred	1,440.00
5. Public Administration Project Management Services - As Incurred	4,500.00
6. Public Administration Technical Services - As Incurred	4,680.00
7. Public Administration Training Services - As Incurred	3,240.00
Services Total	27,360.00 USD

QUOTE SUMMARY

Services Subtotal	27,360.00 USD
--------------------------	---------------

Quote Subtotal 27,360.00 USD

Quote Total	27,360.00 USD
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In Process

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

In Process

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

EXHIBIT B

Statement of Work
(Attached)

In Process

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CONTRACT WITH DURANGO JS, LLC
TO PROVIDE LIQUID LIME HAULING FOR THE CLEAN WATER PLANT

WHEREAS:

1. As detailed in the attached staff report, Durango JS, LLC has provided the City with a proposal to provide liquid lime slurry hauling for the Clean Water Plant.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council approves and authorizes the City Manager to sign the contract with Durango JS, LLC to provide liquid lime hauling for the Clean Water Plant.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

Staff Report

Date: November 18, 2024
Subject: Lime Hauling Extension Durango Trucking LLC
From: Kevin Lynch, Operations Supervisor
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: December 2, 2024

RECOMMENDATION:

It is recommended the City Council authorizes the City Manager to accept the 5-year contract extension offer as provided by Durango Trucking LLC for lime slurry hauling at the Clean Water Plant.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of the city operations and services.

DISCUSSION:

The Clean Water Plant uses lime slurry, a byproduct of acetylene gas production, to chemically pasteurize and biologically stabilize its treatment residuals. This process results in the biosolids which are then land applied as a bulk agricultural fertilizer. In this way, two byproducts that would otherwise be wasted are combined to create one useful product, thereby recycling resources, adding value, and protecting the environment. The plant receives between 160 to 240 loads of lime slurry per year from Purity Cylinder Gases, an acetylene manufacturer located only a mile away from the Clean Water Plant. Currently, transportation is handled by Durango Trucking LLC using a 44-yr old tanker owned by the Clean Water Plant (CWP).

This tanker, purchased in 2021 for \$12,500, requires extensive repairs to continue safe operation. In addition to maintenance costs, this tanker has incurred over \$9,000 in repairs in the last three years. After contacting three qualified repair contractors and providing them with the same repair criteria, the following repair quotes were received:

Service Provider	Quoted Cost
Durango Trucking LLC	\$10,105.42
M & K Trailer	\$9,386.87
Heritage Crystal Clean	Tanker deemed not repairable, due to age and condition.

Quotes were also received for purchasing a used replacement tanker, which ranged from \$25,500 to \$35,500. However, this option does not appear feasible, as we may not be land applying our liquid biosolids far enough into the future to make the investment worthwhile. Below are the possible replacements that were quoted.

Tanker	Cost
1996 Polar	\$27,500
1997 Trailmaster	\$29,500
1989 Polar	\$35,500
1989 Polar	\$32,000
1981 Kari Kool	\$25,500

As an alternative to the immediate need for either repairing or replacing our existing tanker, Durango Trucking LLC has proposed a 5-year contract extension to continue hauling lime slurry using their own tanker. Durango currently charges us \$390 per load using our tanker trailer. They have proposed the following pricing structure for a 5-year contract extension using their trailer:

Calendar Year	Price per load	Total Annual cost based on 240 loads
Remainder of 2024	\$415	\$99,600
2025	\$435	\$104,400
2026	\$465	\$111,600
2027	\$495	\$118,800
2028	\$530	\$127,200
2029	\$565	\$135,600

Looking at calendar year 2025 only, the total annual cost to repair the trailer and continue with our current agreement with Durango would be approximately \$103,000, not including the costs of continued ownership of an old, dilapidated, obsolete piece of equipment. Since the same total annual cost of accepting Durango's proposal to use their own trailer at a slightly higher per-load price is \$99,600, we believe this option makes sense and it spares us the cost and hassle of ownership.

This approach allows for efficient service continuity while preserving City resources for potential future capital projects, such as the anticipated dryer or digester project, either of which may reduce or eliminate the need for lime slurry hauling. Additionally, with Durango assuming all maintenance responsibilities, the City avoids further investment risks associated with equipment repair and depreciation.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant Account 590.536.54800.801.000.



Pictured: Current CWP lime tanker, a 1980 Heil.

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: Durango JS LLC
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
3121 Chicago De SW Ste D
[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: December 3, 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 will incorporate the specifications outlined in the GVRBA- Liquid Lime Transportation Contract. (Exhibit C)
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Durango JS LLC

By: _____
[Signature officer, director, or principal of Contractor]
Ed Favela VP Operations
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 11/27, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

From: Ed Favela <ed.favela@durangojstrucking.com>
Sent: Tuesday, November 12, 2024 7:06 PM
To: Lynch, Kevin <kevin.lynch@wyomingmi.gov>
Subject: Wyoming Lime 5 year Extension Contract

Hello Kevin,

I want to thank you, Jon, and everyone at Wyoming for trusting in Durango JS Trucking to be your preferred transport company partner and excited to grow and continue our relationship. We would like to propose new rates and an extension for the Wyoming Line haul with our own trailer. I believe this will be more cost efficient to the city of Wyoming, as opposed to you having to purchase a new trailer of your own.

The rates are as follows:

Remainder of 2024 November and December: \$415/ load

2025: \$435/ load

2026: \$465/ load

2027: \$495/ load

2028: \$530/ load

2029: \$565/ load

Thanks,



Ed Favela
General Manager, Durango JS Trucking LLC

616-717-3874 | durangojstrucking.com

Ed.Favela@durangojstrucking.com

[3121 Chicago Dr Sw Ste D Grandville, MI 49418](https://www.google.com/maps/place/3121+Chicago+Dr+Sw+Ste+D+Grandville,+MI+49418)



EXHIBIT C
GVRBA Contract

GVRBA – LIQUID LIME TRANSPORTATION CONTRACT

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

Contractor/ successful bidder means, Durango JS, LLC, a Michigan limited liability company, of 13121 Chicago Dr SW, Ste D, Grandville, MI 49418.

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: May 1, 2023.

GVRBA means Grand Valley Regional Biosolids Authority, City of Wyoming Clean Water Plant ("CWP") 2350 Ivanrest Ave SW, Wyoming, MI 49509

Proposal means Contractor's proposal attached as Exhibit A, including the bid specifications that are part of the complete Bid Package.

Services means the services described and specified in the Bid Package.

Standard Terms means the Terms and Conditions specified in the Bid package.


TERMS AND CONDITIONS

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

1. Contractor will supply the Services as detailed in the Bid Proposal.
2. GVRBA will pay the Contractor in accordance with the Bid Proposal.
3. Contractor represents and warrants Contractor is complying with and will comply with the Standard Terms specified in the Bid Package.
4. This is the only agreement between the parties regarding Contractor's services to GVRBA. There are no other agreements, representations, or warranties except as stated in the Bid Proposal. This contract can be amended only in writing signed by both GVRBA and Contractor.

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

GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY

By: 
signature
JAMES HURT
Printed Name

Date signed: April 27, 2023

Approved as to form:


 Scott G. Smith, Wyoming City Attorney

DURANGO JS, LLC

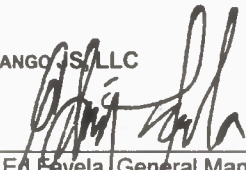
By: 
 Ed Favela, General Manager
 Date signed: April 22, 2023

EXHIBIT A

**LIQUID LIME TRANSPORTATION BID DOCUMENTS
GRAND VALLEY
REGIONAL BIOSOLIDS
AUTHORITY**

Scope of Work:

The Grand Valley Regional Biosolids Authority (GVRBA) is seeking bids from qualified firms with proven experience who can successfully load, transport and offload liquid carbide lime during certain times of the year. Generally, this shall occur weekly during the course of a year. The successful bidder shall furnish all labor, materials, and equipment to perform the services to load liquid lime at Purity Cylinder Gasses, Inc. located at 2580 28th St. SW, Wyoming, Michigan and transport and offload the material at the City of Wyoming's CWP in such amounts that may be required by the GVRBA. The transport trailer used to transport this material shall be a cone shaped or other suitably designed tanker with a capacity of no less than 8,000 gallons. (See Attachment A, option B for alternative pricing)

The GVRBA consist of partners of the City of Grand Rapids, Michigan and City of Wyoming, Michigan. The contract shall be for an initial three (3) year term which may be terminated by the GVRBA on reasonable notice without penalty or cause.

Carbide lime quantities:

Quantities herein shall be for cost analysis only and are not a guarantee of minimum or maximum quantities. The typical annual volume of carbide lime is approximately 1 million gallons which is transported up to 5 times weekly during the course of the year.

Carbide lime characteristics:

pH = 13.0

Total Solids = 11.3%

Typical number of 7,800-gallon loads, per year for the past two calendar years:

Year	Loads /Days
2020	168 / 164
2021	162 / 151

A detailed description of the equipment proposed to be utilized for Liquid Lime transportation shall be submitted with this proposal. The bidder shall also provide a detailed description of standby equipment available for use within 24 hours, if needed. Throughout the term of this contracted period, the successful bidder shall provide equipment that is safe, well maintained, and clean. The GVRBA reserves the right, at its sole discretion, to reject the bid wherein the equipment and/or methods to be employed by the bidder in executing the work are judged to be inadequate to meet the requirements and intent of this proposal.

Transportation of Liquid Lime:

Trucks with defective or non-working equipment will be removed from use immediately. Trucks shall not be used for transportation if leaking or dropping liquid on ground/roadways. The successful bidder shall be held responsible for all Federal, State, and Local laws, ordinances, rules and regulations and the requirements of MDOT for the transportation of products as specified herein and as required by the Project Manager.

Inspection of City of Wyoming and Purity Cylinder Gases premises:

Before submitting a bid proposal, each bidder shall personally inspect the City of Wyoming's CWP facilities truck loading station and the loading facilities at Purity Cylinder Gases and confer with the GVRBA Bid Contact Person designated below, so as to arrive at a clear understanding of the work to be performed, the manner in which and the conditions under which the work is to be performed.

Bidders shall note:

Bidders are required to complete and submit all information requested. Including but not limited to, the bid bond, in the manner requested with the bid submission.

Bid bond/performance bond requirements:

A bid bond in the amount of 5% of the total bid price shall accompany each bid. For the purposes of calculating bid bond amount, bidders can assume annual total gallons to be transported to be 1,285,000 gallons. No bid shall be considered unless it is accompanied by the required guarantee. The bid guarantee shall insure the execution of the bid and award, and the furnishing of a performance bond for 1--% of the contract amount and power of attorney by the successful bidder. Bid bonds by salesman or agents of the contractor are not acceptable. Bids shall remain firm for a period of at least 90 days. An exception to this requirement shall not be allowed.

Submission of bids:

The manner in which bids are submitted is important and may affect if the bid is responsive and considered a valid bid.

Bids are due no later than **March 1, 2022 at 11 am EST**. late bids will not be accepted.

Bids shall be delivered to:

City of Wyoming
Sealed Bid – Liquid Lime Transportation, GVRBA – Attn: Ms. Kelli Vandenberg
Wyoming City Clerk
1155 28th St SW
Wyoming, MI 49509

Evaluation criteria:

The selection of the successful bidder will be based on a combination of factors in which, in the GVRBA's opinion, will best serve the GVRBA's interest in obtaining the desired service levels. Factors that will be considered as part of the award process shall include but not be limited to:

- Overall use of sustainable business practices
- Past performance
- Quality of services proposed
- Adherence to bid requirements
- Responsiveness to the bid
- Qualification and experience of contractor
- Size of the Contractors Fleet

- Fuel Cost Stability Strategy
- Ability to handle all work/capabilities
- References
- Total first year cost
- Exceptions to the bid

Cost:

Provide cost information as requested on Attachment A. for both options listed.

Annual cost adjustments:

Pricing shall remain firm for each yearly period of the contract. Annual adjustments for the contract shall be as bid. No other cost adjustments will be considered.

Fuel cost stability strategy:

All bidders shall submit the fuel cost stability strategy used to offset or minimize the potential effect of rising fuel prices during the duration of this contract. This strategy should also include the measures taken by the bidder to stabilize or offset rising fuel costs to sub-contractors assigned to this project.

GVRBA Bid Contact Person:

The GVRBA designated Bid Contact Person for Liquid Lime Transportation shall be Mr. David Oostindie, City of Wyoming Environmental Services Supervisor, Tel: (616) 261-3564. The contact person serves as the bidder's only point of contact with the GVRBA and its partners throughout the bidding and award process. Failure to comply shall be grounds for bid rejection.

GVRBA Program Contact:

The City of Wyoming's CWP Superintendant will be the sole point of contact within the GVRBA with regard to all procurement and contractual matters relating to the commodities and/or services described herein.

Contract modifications:

The contract shall not be modified, amended, extended, or augmented without prior approval of the GVRBA Project Manager. GVRBA board approval is also required. Change orders of any nature reflecting a modification to this contract shall not be permitted without prior approval of the GVRBA Board. Failure to comply may result in cancellation of the contract.

Notice to proceed:

No work shall begin until a contract and notice to proceed has been issued by the GVRBA Project Manager. It is anticipated the notice to proceed, in a contract ultimately awarded will be issued in March 2022 with work beginning approximately on April 1, 2022 for carbide lime transportation.

Discrepancies or omissions:

If a bidder should identify discrepancies or omissions in these documents, the GVRBA Contact Person shall promptly be notified. If necessary, the GVRBA Contact Person will issue a bid addendum to all bid solicitors. Any costs not included herein shall not be considered under the contract.

Licenses, certifications:

All applicable licenses and certifications as specified herein, including sub-contractors, shall be provided with the bid response.

Laws, permits and licenses:

The successful bidder shall be fully informed of all Local, State and Federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work. The bidder shall at all times observe and comply with all such laws, codes, ordinances and regulations.

Permits, licenses, fees:

The successful bidder will be responsible for adherence to all local, state and Federal rules, regulations and ordinances and will be required to obtain and pay for all permits, licenses and fees pertaining to the work required herein.

Fines/legal fees:

The successful bidder shall be responsible and held accountable for any and all fines or legal actions initiated against the GVRBA or its partners for any negligence on his/her part, or his/her sub-contractor, to comply with all laws, permits, and licenses as required by Federal, State, or local agencies. Furthermore, the successful bidder shall agree to pay the GVRBA and its partners for any and all legal fees incurred as part of any negligence on the part of the bidder or his/her sub-contractor.

Assignments:

The successful bidder shall not assign, transfer, convey or otherwise dispose of the contract or his/her right to execute it or his/her right, title, or interest in the contract without written approval of the GVRBA Project Manager.

Sub-contractors:

Bidders shall identify any sub-contractors intended to be used; the information shall be submitted as specified herein.

Performance:

Failure to perform as specified in the bid documents, attachments, and references herein may be grounds for contract cancellation or termination.

Failure to perform as directed by the GVRBA Project Manager in a timely and satisfactory manner according to industry standards for like work may be grounds for contract cancellation or termination. All work shall be performed in accordance with nationally recognized standards, and applicable codes, and in a fashion so not to cause an unreasonable risk of harm to the GVRBA or its partners and employees.

Resolution of disputes:

Except as otherwise herein, failure by the successful bidder to perform any of the work, or to perform as specified, may result in further action to be taken by the GVRBA. The attention of the bidder shall be called to the issue, failure or omission, and an immediate correction shall be made. At the time of the first occurrence the GVRBA Project Manager shall call for a meeting with the bidder to eliminate any misunderstanding on the issues involved. If the situation repeats a second time the GVRBA Project Manager, in conjunction with a GVRBA Operation Committee, shall issue a written warning of contract violation and possible contract termination should the situation not be promptly resolved. If the situation occurs a third time, the GVRBA Project Manager and GVRBA Board shall call for another meeting with the bidder after which a written "Notice of Contract Termination" may be issued by the GVRBA Board.

Guarantees and warranties:

The successful bidder shall state in writing and file with his/her bid, all guarantees and warranties to be provided.

Work coordination and scheduling:

Reasonable effort will be made by the GVRBA to cooperate with the successful bidder in regard to scheduling and/or coordinating of all work. Coordinating and scheduling shall be made through the GVRBA Project Manager. GVRBA partner treatment plant operation and maintenance may impact deliveries from time to time.

Safety & protection of work site and public:

The successful bidder will be responsible at all times, for protection of the work area and property related to and surrounding the project site. The bidder shall become fully informed and comply with all regulations of MIOSHA, OSHA, MDEQ, MDOT, USEPA and all applicable City of Wyoming safety program requirements and regulations for anytime during the contract period and furnish satisfactory evidence of such compliance to the GVRBA upon request.

The successful bidder will be required to provide the GVRBA and the Wyoming CWP with copies of SDS for any and all products brought on to the property for any reason, at any time, prior to their use, throughout the life of the contract.

EMS:

The GVRBA Biosolids program is operated by staff at the City of Wyoming Clean Water plant using an Environmental Management System (EMS) and the successful bidder will be required to participate in this program for the duration of the contract.

- a. The successful bidder shall have a plan for emergencies that has been reviewed and approved by GVRBA which shall include an approved spill response plan which at a minimum contains/addresses the following core elements:
 - i. Vehicle loading/off loading and potential transportation routes
 - ii. Transporting vehicle maintenance
 - iii. Secondary containment at facility site
 - iv. Spill reporting to include Michigan MDEQ, local municipality, MDOT, etc.
 - v. Spill clean up criteria (who, what, how)
 - vi. Immediate verbal notification to the GVRBA
 - vii. Formal written report of any spill and a corrective action plan to the GVRBA Project Manager within 7 days of the spill
 - viii. Truck loading procedures
 - ix. Inspections of all seals, valves and hatches prior to loading and after loading
 - x. Cleaning of any spilled material during loading

2. The successful bidder shall submit approvable Standard Operating Procedures (SOPs) within 30 days of contract signing to include:
 - a. Vehicle inspection procedures including subcontractors
 - b. Initial background checks and verification of driver credentials, insurance and CDL status of drivers including subcontractors
 - c. Ongoing verification of driver credentials insurances and CDL status to include all subcontractors.
 - d. Procedures to identify "near miss" traffic incidences and recent traffic violations of drivers and subcontracted drivers and procedures for additional follow-up and corrective action

upon identification of near misses and recent traffic violations.

As a minimum, the Project Manager and the successful bidder shall review the SOPs and EMS requirements annually.

Training:

The successful bidder shall provide competent personnel with adequate training in the process and associated equipment. All drivers must be provided the following training prior to transporting:

1. All SOPs (Provided by successful bidder)
2. Facility safety training and chlorine awareness (provided by the City of Wyoming CWP)

A copy of the contractors training program shall be provided prior to beginning work or after any modifications.

Documentation of all training shall be provided to the GVRBA prior to a driver transporting liquid Lime.

Housekeeping:

The successful bidder shall be responsible for the cleanliness of the trucks and truck load out area.

Wyoming CWP – onsite storage of equipment and vehicles:

Prior authorization of the GVRBA Project Manager is required for the storage of any equipment and/or vehicles at the City of Wyoming CWP. Permission granted for the storage of equipment and/or vehicles at the City of Wyoming's CWP may be revoked at any time by the GVRBA Project Manager.

Wyoming CWP – on site security:

The successful bidder shall adhere to all security procedures of the City of Wyoming's CWP in place or that may be put in place during the contract term and at the direction of the GVRBA Project Manager.

Cancellation clause:

The GVRBA reserves the right to cancel or terminate this contract for any or no reason with 30 days written notice. The successful bidder shall remove their equipment from GVRBA property within 30 days of written notice of cancellation or termination.

The GVRBA shall have the right to terminate the contract immediately upon written notice if the successful bidder fails to comply with all applicable State and Local regulations for non-performance which may endanger the public health, safety or welfare or fails to comply with any portion of the contract. In which case, the Contractor shall remove their equipment and personnel from GVRBA property immediately upon written notice.

Invoicing:

Invoicing shall be on a monthly basis and shall include, but not be limited to the following:

The contractor shall submit invoices to the GVRBA representative no later than the 15th of each month covering prior month's activities. The invoices shall be subject to verification by the GVRBA representative and in the event no discrepancies exist will be submitted for payment to the GVRBA.

All invoicing of goods and services related to the project shall be forwarded to the GVRBA representative.

Invoicing shall be on a monthly basis and shall include, but not be limited to the following:

- A. GVRBA name
- B. GVRBA purchase order/contract number
- C. Dates of service covered in invoice
- D. Gallons transported by location

Insurance and Indemnity Requirements:

1. **INDEMNITY REQUIREMENTS** – Upon execution of the Contract, the Contractor shall agree to assume all liability for and protect, indemnify and save the GVRBA and its partners and each of their respective agents, officers and employees, harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or the parties hereto and their agents contractors subcontractors, officers and employees arising in connection with or as a direct or indirect result of entering into performance of the contract whether or not due to or arising out of the acts of any party thereto or its agents, contractors, sub-contractors, officers and employees, or by or in consequence of any negligence or carelessness in connection with the same or on account of liability or obligation imposed directly or indirectly upon the GVRBA or either of its partners by reason of any law of the State of Michigan or United States, now existing or which shall hereinafter be enacted, imposing any liability or obligations, or providing for compensation to any person or persons on account of or arising from the death or, injury to employees said contractor shall pay, settle, compromise, and procure the injury to employees, said contractor shall pay, settle, compromise, and procure the discharge of any and all such claims and all such losses, damages, and expenses.
2. **INSURANCE REQUIREMENTS**
 - a. **GENERAL** – The Contractor as successful Bidder, shall prior to the execution of the contract, file with the GVRBA certified copies of policies or adequate certificates pertaining hereto as proof of adequate insurance to protect the public and the GVRBA and its partners against general liability and automobile liability.

The furnishing by the Contractor of any insurance policies and insurance certificates required and their acceptance or approval by the GVRBA shall not release the Contractors from obligation to provide sufficient coverage's as set forth herein and shall not waive liability of the Contractor to indemnify the GVRBA against all damage as aforesaid.

For each contract to which these Standard Specifications, as identified in sub paragraphs "B" through "H" below apply, the following types and amounts of insurance shall be provided by the Contractor, unless any Special Specifications applicable to the contract provide for different insurance requirements. The GVRBA reserves the absolute right to make the final determination as to whether any insurance provided by the Contractor complies with these Standard Specifications or any applicable Special Specifications. In addition, the GVRBA reserves the absolute right to modify or waive at any time, by mutual agreements with the Contractor, any applicable insurance requirements when, in the discretion of the GVRBA or the GVRBA Project Manager, it is in the GVRBA's best interests to do so.

Certifications should be sent to the Project Manager.

- b. **CONTRACTORS GENERAL LIABILITY** – The Contractor shall secure and maintain DURING THE LIFT OF THE CONTRACT, Commercial General Liability Insurance in an amount not less than (SEE ADDITIONAL SPECIFICATION PAGE FOR AMOUNT) Combined Single Limit per occurrence for both bodily injury and property damage providing the coverage's equivalent to or greater than those provided by Insurance Service Office (ISO) 1986 Commercial

General Liability Policy, Occurrence Form, without any other than the standard exclusions contained in such ISO policy form.

These coverages include but are not limited to:

- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Contractual Liability
- Explosion, Collapse and underground Hazard

- c. OWNER'S AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE – See table below.
 - d. EXCESS.UMBRELLA LIABILITY INSURANCE – See table below.
 - e. PROFESSIONAL LIABILITY Insurance – See table below.
 - f. CONTRACTORS AUTOMOBILE INSURANCE – the Contractor shall procure and SHALL MAINTAIN DURING THE LIFE OF THE CONTRACT, Automobile Insurance in an amount not less than (SEE ADDITIONAL SPECIFICATION PAGE FOR AMOUNT) Combined Single Limit per occurrence coverage for bodily injuries and property damage. Such insurance shall be provided through an Insurance Services Office (ISO) Policy 1987 form, occurrence basis, with required Michigan endorsements, or through another policy, which provides equivalent or greater coverage's than those provided in the ISO form. Such coverage should apply to all vehicles used in connection with work performed for the GVRBA.
 - g. WORKERS COMPENSATION INSURANCE – The Contractor agrees that it and all of its Sub-Contractors will comply with all applicable Workers Compensation laws and will provide proof of such insurance coverage.
 - h. NOTIFICATION OF CANCELLATION – a guarantee that thirty (30) days notice to the GVRBA prior to the cancellation of change in or non-renewal of any such insurance shall be endorsed on each policy and shall be noted on each certificate. If any of the insurance is cancelled the contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
3. FAILURE TO EXECUTE CONTRACT – Failure on part of the successful bidder to execute the contract document and file satisfactory bonds and insurance within ten (10) days, as specified herein may be considered cause for rejection of the bid as non responsive.
4. NOTICE TO PROCEED – The successful Bidder may not commence work under this contract until authorized to do so by the Project Manager.

Notice to prospective bidders and contactors: It is recommended that you discuss these requirements with your insurance agent prior to submitting your bid.

Retain a copy of this for your records. In the event you are considered for this award it is your responsibility to contact your insurance agent and comply with these requirements prior to formal award of the contract. Failure to do so within ten (10) days may result in rejection of your bid.

Insurance and indemnity requirements

SCHEDULE 1
CONTRACT BOND REQUIREMENTS
The successful Bidder shall furnish satisfactory performance and/or lien bonds, each in an amount equal to the total contract price on all projects for which the contract amount is \$30,000 or more.

No performance or lien bonds will be required on construction projects for which the contract price is less than \$30,000. Such bonds shall be on the forms provided by the GVRBA and shall conform to the regulations of the GVRBA and the requirements specified by the laws of Michigan.

CONTRACTOR'S GENERAL LIABILITY INSURANCE

Each Occurrence - \$2,500,000

Damage to Rented Premises (Ea occurrence) - \$100,000
Personal & Adv Injury - \$2,500,000
General Aggregate - \$10,000,000
Products – Comp/Op Agg - \$5,000,000

The GVRBA AND THE CITIES OF GRAND RAPIDS AND WYOMING SHALL BE NAMED AS AN ADDITIONAL INSURED.

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

In addition, the Contractor shall secure, pay the premiums for, and maintain during the entire life of the contract. Owners and Contractors Protective Liability Insurance written in the name of the GVRBA in an amount of one million dollars (\$1,000,000) Combined Single Limit (CSL) per occurrence for bodily injury and property damage, such insurance to be provided through an ISO Commercial General Liability OCP, 1986 Occurrence Form, or through another policy which provides equivalent or greater coverage's than those provided as a standard feature of such ISO form, with no exclusions for such form. Only the GVRBA shall be named insured on such policy, except that if there are any named additional insured, then the policy limits shall be increased by an additional one million dollars (\$1,000,000) CSL for each named additional insured.

EXCESS/UMBRELLA LIABILITY INSURANCE

Excess/Umbrella insurance in an amount not less than \$5,000,000 combined single limit for any one occurrence and \$5,000,000 annual aggregate

CONTRACTOR'S AUTOMOBILE INSURANCE

Minimum \$5,000,000

WORKER'S COMPENSATION

Yes, as stated in the Stand specifications.....and additionally shall provide proof of employer's liability insurance coverage.

General summary information & questionnaire:

Bidders are required to complete the information requested and submit with the bid. Failure to do so may result in rejection of the bid as non-responsive.

Additional Information:

1. Legal Compliance. The successful bidder shall comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
2. Qualifications. The bidder represents and promises that:
 - A. The bidder has and will maintain and any personnel engaged by the bidder to provide services or perform the work and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.
 - B. Neither the successful bidder nor its principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have not within 3-years preceding the bid 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 (federal, state or local) transaction or contract under a public transaction; 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 not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have not within 3-years preceding the bid had one or more public transactions (federal, state or local) terminated for cause or default.
 - C. The bidder is not on and shall remain off the Federal Excluded Parties List ("EPLS"). If the bidder is on the EPLS when signing or during the term of the contract, in addition to any other remedies to which it may be entitled the GVRBA may recover all moneys paid to the successful bidder, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel for either Grand Rapids or Wyoming) sustained as a result of non-compliance with this representation and promise.
 - D. Neither the bidder nor any subcontractor is an "Iran linked business" under the Michigan Iran Economic Sanctions Act, 2012 PA 517.
3. Diversity and Inclusion. The successful bidder and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>). The successful bidder shall also comply with City of Grand Rapids City Commission Policy #600-10 and the corresponding Administration Guidelines.
4. Ethical Standards. The successful bidder and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of The successful bidder has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the GVRBA Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the GVRBA Contract; (iii) attempting to influence or appearing to influence any GRVBA, City of Grand Rapids, or City of Wyoming elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the GVRBA Contract. No owner, director, officer, member, partner or key employee of the successful bidder and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of the successful bidder is a spouse, parent, child, grandchild, or sibling of the and member of the GVRBA Board or of mayor of either Grand Rapids or Wyoming, a Wyoming city council member, a Grand Rapids City Commissioner, or any other elected or appointed officer or board/commission member of either Grand Rapids or Wyoming, except as already disclosed in writing to the GVRBA when submitting its bid. The successful bidder will immediately notify the GVRBA of any violation of these standards.
5. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the GVRBA Contract or project to which it relates shall not be made without the GVRBA's prior written approval and only in accordance with the written terms provided in that approval.
6. W-9. The successful bidder and all its subcontractors shall, before beginning work complete and return by email to the Wyoming City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.irs.gov).
7. Intellectual Property. The successful bidder guarantees the sale or use of articles, software, copy, records or other intellectual property provided under or used to perform the GVRBA Contract will not infringe any copyright, patent or other intellectual property rights. The successful bidder will, without expense to the GVRBA, defend every action brought against the GVRBA or the GVRBA's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the GVRBA Contract and will pay all costs, damages, and profits recoverable in any such action.
8. Taxes. The GVRBA is generally exempt from federal and state taxes. A copy of the Tax Certificate of Exemption can

be requested by contacting the GVRBA.

The name, titles, and addresses of all persons who are officers or partners in the organization are as follows:

NAME AND TITLE	ADDRESS – IF DIFFERENT THAN ON SIGNATURE PAGE
Ed Favela / General Manager	/
Jesus Favela / President	/
	/
	/
	/

List 5 references for which the bidder has performed similar work in the last 5 years

NAME/CONTACT	ADDRESS	PHONE #
Michigan AgriBusiness Solutions	3500 Freeway Ln Saginaw, MI	989-399-0800
Biotech	1651 US-31 Beulah, MI	231-882-7219

Provide detailed specific experience with similar work performed in the last 5 years:

Biosolid hauling in tanker trailers for various municipality water plants.

List all sub-contractors to be initially used:

NAME/CONTACT	ADDRESS	PHONE #
N/A		

Provide a description of your organization's fuel cost stability strategy including its application to sub-contractors:

N/A

Terms and conditions of ensuing contract:

Any ensuing contract shall be governed by the items in this bid. No additional or supplemental terms and conditions submitted by the bidder, as part of the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this bid and ensuing contract. If additional or supplement terms and conditions either intentionally or inadvertently appear separately appear in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and any special conditions in this bid solicitation are the only conditions applicable to the bid and any ensuing contract and the bidders authorized signature affixed to the bid solicitation signature form attests to this. If you condition your bid on such additional terms and conditions, your bud shall be rejected as non-responsive.

Bid responses comply with all terms, conditions, and specifications contained herein:

Yes _____ No _____

Detail any exceptions below:

List the types and number of trucks and equipment initially dedicated to this project

Type/Description	Capacity (Gallons)	Number

Attachment A

Option A: Provide the requested cost information as noted below with both a truck and tanker to complete all work.

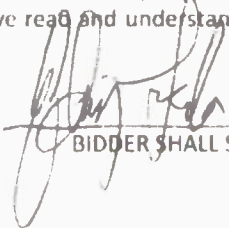
Item	Units	Description	Year 1	Year 2	Year 3
1.	\$0.0000 per gallon transported	Loading, transportation on and off-loading liquid carbide lime	\$0. 048	\$0. Not Bidding	\$0. Not Bidding

Option B: Provide the requested cost information as noted below with the bidder's truck and a GVRBA owned tanker.

Item	Units	Description	Year 1	Year 2	Year 3
1.	\$0.0000 per gallon transported	Loading, transportation on and off-loading liquid carbide lime	\$0.078 \$375 per/land	\$0.050 \$390 per land	\$0.052 \$405 per/land

I hereby state that 1) all of the information I provided is true, accurate and complete and 2) that I have authority to submit this bid, which will become a binding contract. If accepted by the GVRBA 3) that I have not communicated with nor accepted anything of value from an official or employee of the GVRBA that would tend to destroy or hinder free competition, and 4) that I have read and understand and agree to be bound by all of the terms in this bid document.

Durango JS LLC
Name of Company, Corporation, etc.


BIDDER SHALL SIGN HERE 4/26/2023

3121 Chicago Dr SW Ste D
Street Address
Grandville, MI, 49418

City, State, Zip
4/19/2023
Date
616-717-3874

Telephone

Ed Favola
Signature
Ed Favola
Name

General Manager
Title
38-3608428
Federal ID#

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN AMENDMENTS
OF AGREEMENTS BETWEEN KENT COUNTY AND THE CITY OF WYOMING FOR
THE JAIL PER DIEM AND ARREST PROCESSING FEES

WHEREAS:

1. The County of Kent and the City of Wyoming entered into agreements regarding Jail Per Diem and Arrest Processing Fees in December of 2008.
2. The County of Kent provided amendments to these agreements that reflect a change in their fiscal year from December 31 to September 30.
3. The City Council must approve and authorize the mayor to sign the amendments of the agreements.

NOW, THEREFORE, BE IT RESOLVED:

1. The amendments of agreements between the County of Kent and the City of Wyoming regarding Jail Per Diem and Arrest Processing Fees are approved by the Wyoming City Council.
2. The amendments of agreements may be signed by the mayor and are effective immediately and until such time further amendments are necessary.

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 December 2, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Amendment of Agreement Regarding Arrest Processing Fees

Amendment of Agreement Regarding Jail Per Diem Fee

STAFF REPORT

Date: November 18, 2024
Subject: Amendment to Jail Per Diem and Arrest Processing Fee Agreement
From: Kimberly Koster, Director of Public Safety
Meeting Date: December 2, 2024

RECOMMENDATION:

It is recommended that City Council authorize the mayor to sign the “Amendment of Agreement regarding Jail Per Diem Fee” and the “Amendment of Agreement regarding Arrest Processing Fees”. These agreements are being amended only to reflect the change in Kent County’s fiscal year end which has been changed from December 31 to September 30.

ALIGNMENT WITH STRATEGIC PLAN:

Goal 1 – Strengthen and maintain the strong financial position of the city.

- Objective 1 – Develop a long-term sustainable funding plan for the City.

DISCUSSION:

Kent County owns and operates the correctional facilities that the City of Wyoming utilizes to house persons who are charged with violations of State statutes and City Ordinances. Arrestees are often housed while the disposition of their charges are pending and, in certain cases, during their detainment after sentencing. The City of Wyoming, along with other municipalities, entered into an agreement with Kent County in December of 2008 for the payment of a “Jail Per Diem Fee”, currently \$47.80 per day, to cover the cost of housing arrestees.

In addition to housing, Kent County also provides fingerprinting and photographing services during the arrest process. The City of Wyoming and other municipalities have entered into a separate agreement for these services and have agreed upon an “Arrest Processing Fee” which is currently \$17.48 per arrestee. This fee is in addition to the “Jail Per Diem Fee” which was previously described.

Kent County recently changed their fiscal year end from December 31 to September 30. Both of the agreements related to the "Jail Per Diem Fee" and "Arrest Processing Fees" were amended to reflect that change. No other substantive changes to the agreements were made.

BUDGET IMPACT:

The changes to the agreements will have no impact on the budget.

Attachment(s):

Resolution

Amendment of Agreement regarding Jail Per Diem Fee

Amendment of Agreement regarding Arrest Processing Fees

AMENDMENT OF AGREEMENT REGARDING JAIL PER DIEM FEE

THIS AMENDMENT OF AGREEMENT REGARDING JAIL PER DIEM FEE (“Amendment”) is made between the County of Kent, a Michigan municipal corporation (the "County"), with a principal place of business at County Administration Building 300 Monroe Avenue, NW, Grand Rapids, MI 49503-2206 and the cities of Grand Rapids, Kentwood, Wyoming, Grandville, and Walker (collectively, the “Cities,” and individually, the “City”).

WHEREAS, the County and the Cities entered into an agreement for the fees charged for the hosting of persons in the custody of the Kent County Sheriff who have been charged with or sentenced for violation of City ordinances on or about July 9, 2004 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to conform with and reflect the County’s new fiscal year on the terms set forth herein; and

WHEREAS, the Agreement allows the modification of the Agreement by mutual written agreement; and

THEREFORE, the parties mutually agree as follows:

1. Amendments to the Agreement.

- a. Section 2(C)(iii) of the Agreement is hereby amended to state in its entirety as follows:

Effective on each October 1 (the start of the County’s fiscal year), starting October 1, 2024, the per diem fee for each City shall be the prior fiscal year’s per diem fee for the City, increased by the lesser of the increase to the Consumer Price Index, all urban consumers, or the percentage increase in actual Correctional Facility Costs incurred in the County’s fiscal year prior to the year of application.

- b. Section 2(C)(v) of the Agreement is hereby amended to remove and replace the term “calendar year after 2009” with the “fiscal year of the County after 2024.”

- c. Section 3 of the Agreement is hereby amended to remove and replace the term “calendar year” with the “fiscal year of the County.”

- d. Section E of Exhibit A of the Agreement is hereby amended to remove and replace the term “calendar year” with the “fiscal year of the County.”

2. Effective Date; Limited Effect. This Amendment shall take effect on the most recent date noted on the execution page of this Amendment. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. This Amendment may be executed in counterparts, with the same effect as if all parties had signed one document.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES FOLLOW ON NEXT PAGE

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

COUNTY OF KENT

By: _____
Stan Stek, Chair of the Kent County
Board of Commissioners

Attest: _____
Lisa Posthumus Lyons, County Clerk

Date: _____

By: _____
Michelle LaJoye-Young, Sheriff

Date: _____

CITY OF GRAND RAPIDS

By: _____
Rosalynn Bliss, Mayor

Attest: _____
Joel Hondorp, City Clerk

Date: _____

CITY OF KENTWOOD

By: _____
Stephen Kepley, Mayor

Attest: _____
Dan Kasunic, City Clerk

Date: _____


CITY OF WYOMING

By: _____
Kent Vanderwood, Mayor

Attest: _____
Kelli Vandenberg, City Clerk

Date: _____

Approved as to form:



Scott G. Smith, City Attorney

CITY OF GRANDVILLE

By: _____
Steve Maas, Mayor

Attest: _____
Marci Poley-Kwiatkowski, City Clerk

Date: _____

CITY OF WALKER

By: _____
Gary Carey, Jr., Mayor

Attest: _____
Deborah Goudy, City Clerk

Date: _____

AMENDMENT OF AGREEMENT REGARDING ARREST PROCESSING FEES

THIS AMENDMENT OF AGREEMENT REGARDING ARREST PROCESSING FEES

(“**Amendment**”) is made between the County of Kent, a Michigan municipal corporation (the "County"), with a principal place of business at County Administration Building 300 Monroe Avenue, NW, Grand Rapids, MI 49503-2206 and the cities of Grand Rapids, Kentwood, Wyoming, Grandville, and Walker (collectively, the “Cities,” and individually, the “City”).

WHEREAS, the County and the Cities entered into an agreement for the fees charged for services rendered by the County in fingerprinting and photographing persons placed in the custody of the Kent County Sheriff by the Cities’ law enforcement agency (“City Arrestees”) on or about July 9, 2004 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to conform with and reflect the County’s new fiscal year on the terms set forth herein; and

WHEREAS, the Agreement allows the modification of the Agreement by mutual written agreement; and

THEREFORE, the parties mutually agree as follows:

1. Amendments to the Agreement. The second paragraph of Section 2.B of the Agreement is hereby amended to state in its entirety as follows:

Effective on October 1, 2024, the fee shall be adjusted on the County’s fiscal year basis, which starts October 1 (the “County’s fiscal year”). The annual increase will be limited to the lesser of the increase in the Consumer Price Index, all urban consumers, or the percentage increase in actual Arrest Processing Costs incurred in the County’s fiscal year prior to the year of application of the rate as adjusted by this paragraph.

2. Effective Date; Limited Effect. This Amendment shall take effect on the most recent date noted on the execution page of this Amendment. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. This Amendment may be executed in counterparts, with the same effect as if all parties had signed one document.

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Board of Commissioners

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Dan Kasunic, City Clerk

Date: _____

CITY OF WYOMING

By: _____
Kent Vanderwood, Mayor

Attest: _____
Kelli Vandenberg, City Clerk

Date: _____

Approved as to form:



Scott G. Smith, City Attorney

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Steve Maas, Mayor

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Marcy Poley-Kwiatkowski, City Clerk

Date: _____

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Gary Carey, Jr., Mayor

Attest: _____
Deborah Goudy, City Clerk

Date: _____