

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, SEPTEMBER 21, 2020, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Rick Pilienci, Grace Christian University
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the September 8, 2020 Committee of the Whole, Closed Session and Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**
- 15) Resolutions**
 - a) For Election to Comply with Section 4 of Public Act 152 of 2011
 - b) To Approve the Restated Bylaws of the Wyoming Historical Commission
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - c) To Accept an Agreement with the Kent County Road Commission to Pay the City of Wyoming to Perform Winter Maintenance Activities and to Authorize the Mayor and City Clerk to Execute the Agreement

- d) To Authorize the Mayor and City Clerk to Execute a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. and to Authorize the Related Budget Amendment for Older Adult Transportation Assistance (Budget Amendment No. 33)
- e) To Accept Three Proposals from Fishbeck for Professional Architectural Services and to Authorize the Mayor and City Clerk to Execute the Contracts
- f) To Authorize the Mayor and City Clerk to Execute a Lease Agreement with the Grand Rapids Rifle and Pistol Club
- g) To Authorize the Purchase of a Crime/Accident Scene Mapping System
- h) To Accept a Proposal from Solomon Diving, Inc. for Underwater Repairs and Modifications to the Intake Diffusers and Chemical Feed Line and to Authorize the Mayor and City Clerk to Execute the Contract
- i) To Accept Amendment One of the 2021 Emergency Commercial and Industrial Demand Response Customer Agreement and to Authorize the Mayor and City Clerk to Execute the Amendment
- j) To Accept a Proposal from Black & Veatch Ltd. of Michigan to Complete a Process Assistance Study and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Award a Bid for the Burlingame Pump Station Replacement Project and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 34)
- l) For Award of Bid
 - 1. Fire Station Waterproofing & Sealing

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION FOR ELECTION TO COMPLY WITH
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that each year, by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount "hard caps" under Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby elect to comply with Section 4 of Public Act 152 of 2011 instead of Section 3.

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 September 21, 2020.

ATTACHMENTS:
Public Act 152

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT
Act 152 of 2011

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

The People of the State of Michigan enact:

15.561 Short title.

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.562 Definitions.

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) shall be \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage and shall be adjusted each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

15.566 Deduction by public employer.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.568 Exemption from act; extension; exceptions.

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

15.569 Noncompliance by public employer; penalty.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE RESTATED BYLAWS OF THE
WYOMING HISTORICAL COMMISSION

WHEREAS:

1. The Wyoming Historical Commission worked with city staff review and revise the commission's bylaws.
2. The Wyoming Historical Commission approved the restated bylaws at its meeting on August 17, 2020.
3. The City Council must approve the restated bylaws.

NOW, THEREFORE, BE IT RESOLVED:

1. The restated bylaws of the Wyoming Historical Commission are approved by the Wyoming City Council.
2. The restated bylaws 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 September 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Restated Bylaws

STAFF REPORT

Date: September 9, 2020
Subject: Restated Bylaws of the Wyoming Historical Commission
From: Scott Smith, City Attorney
Meeting Date: September 21, 2020

RECOMMENDATION:

Adopt the Resolution Approving Restated Bylaws of the Wyoming Historical Commission.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The Wyoming Historical Commission is a body that serves the city and others in the area by preserving and presenting Wyoming historical materials and information. Persons keenly interested in serving on the body include residents, former residents, and non-residents particularly interested in Wyoming history due to business, cultural, familial, organizational or other relationships. If passed, these bylaws amendments will enable such persons to serve.

Safety – This resolution will have no impact on safety.

Stewardship – Bylaws changes allowing such persons to serve may broaden the scope of available volunteers and donors interested in the City's history.

DISCUSSION:

The proposed Restated Bylaws of the Wyoming Historical Commission would allow up to 9 members, rather than requiring 9 members. They would also allow persons other than registered city electors to serve on the commission. In addition, they incorporate a few other "clean-up" items such as eliminating the masculine presumption in Commission offices, eliminating the requirement for the Commission's treasurer to file a bond, providing due process prior to removing a member, and allowing for meetings at a place other the Wyoming KDL branch (if the Commission desires).

Councilmember DeKryger was an active participant in these revisions and can speak to the Commission's underlying motivation. A key consideration was that changing circumstances could lead to long-serving Commissioner members no longer being registered city electors. It seemed to some Commission members a disservice to the community that they be disqualified from further serving. It was also thought that some local business, non-profit, school, and other personnel, former residents, or relatives of such persons, who are not registered city electors may also have keen interest in serving on the Commission.

The Restated Bylaws do not prevent the Mayor and Council from considering only city electors or city residents for appointment. They would allow the Mayor to appoint and the Council to approve the appointment of nonresidents.

BUDGET IMPACT:

These bylaws changes will have no budget impacts.

RESTATED BYLAWS OF THE
WYOMING HISTORICAL COMMISSION

ARTICLE I – NAME

The name of the organization is the Wyoming Historical Commission.

ARTICLE II – PURPOSE

The purpose of the Commission is to preserve and present pertinent historical material and information of historical value to present and future residents of the City of Wyoming, Michigan.

ARTICLE III – MEMBERS

Section 1. The Commission shall consist of up to nine members appointed by the Mayor with the approval of the City Council.

Section 2. The term of office of members shall be three years, ending on June 30. The first members appointed shall have terms adjusted to allow for one-third of the members to have terms expiring each year.

Section 3. All members shall take an Oath of Office administered by the City Clerk.

Section 4. The Commission may add additional non-voting members in its discretion.

ARTICLE IV – OFFICERS

Section 1. Election of officers shall be held by members of the Commission at the first meeting of each fiscal year by a majority of those members present.

Section 2. The officers of the Commission shall consist of a Chair, Vice-Chair, Secretary, and Treasurer. The officers shall hold office for one year or until their successors are appointed and qualified.

Section 3. The Chair shall preside over meetings of the Commission. The Chair shall develop and present the agenda for meetings.

Section 4. The Vice-Chair shall perform those duties and exercise those powers of the Chair during the absence or disability of the Chair.

Section 5. The Secretary shall be responsible for official communications of the Commission, give notices as required in the By-Laws of the Commission and perform such other duties as may be designated by the Commission. The secretary shall be responsible for taking, providing to the Commission for approval, and keeping minutes of the meetings of the Commission and of the Executive Committee, if one is created. In case of the Secretary's death, resignation or removal from office, all minutes, correspondence, books, and records of whatever kind belonging to the Commission that is in his/her possession, or under his/her control shall be returned to the Commission.

Section 6. The Treasurer shall have custody of all Commission funds and securities and shall keep the accounts of the Commission. A full and accurate account of all receipts, disbursements, and deposits of all monies, securities and other valuable effects shall be kept by the Treasurer. The Treasurer shall prepare and present to the Commission an account of all financial transactions and the financial condition of the Commission. An income statement and balance sheet shall be submitted to the Chairman at least one week prior to the Commission's submission of the annual report to the Wyoming City Council. In case of the Treasurer's death, resignation or removal from office, all books, papers, vouchers, money and property of whatever kind belonging to the commission that is in his/her possession, or under his/her control shall be returned to the Commission. The Treasurer shall provide, on an annual basis, an accounting to the City of all funds received and disbursed by the Commission. Financial records of the Commission shall be provided to the City finance director upon request.

Section 7. Any officer of the Commission may be removed by a majority of the members of the Commission.

ARTICLE V – MEETINGS

Section 1. Regular meetings of the Commission shall be held monthly, at a date and time established by resolution of the City Council. Meetings shall be held at the Wyoming Library, 3350 Michael Avenue SW, Wyoming, Michigan or such other place as the Commission may from time-to-time designate. All meetings shall be scheduled, noticed and held in compliance with the Opening Meetings Act, 1976 PA 267.

Section 2. Any member who is not able to attend a regular or special meeting shall notify the Chair or Secretary. The absence may be excused by vote of the members present, and such excuse shall be placed in the minutes. If a member misses four (4) consecutive monthly meetings or 25% of such meetings in any fiscal year without such absences being excused by the members, that member's office may be declared by remaining members of the Commission as vacated. A member whose absences result in the Commission's consideration of such action shall be given notice of the meeting at which the Commission will consider that action and an opportunity to address the Commission prior to the Commission's consideration of that action. If the Commission acts to declare a seat vacant at a meeting not attended by the affected member, that member shall be notified in writing by mail of that action.

Section 3. The Commission shall adopt rules of procedure for the conduct of its meetings. In the absence of an adopted rule to the contrary, Roberts Rules of Order, current edition shall apply.

Section 4. A quorum shall consist of a majority of the members of the Commission.

Section 5. Members of the Commission shall receive no compensation, other than the reimbursement of reasonable expenses as approved by the Commission.

Section 6. Records of the Commission are subject to the Freedom of Information Act, 1976 PA 442.

ARTICLE VII – COMMITTEES

Section 1. The Commission may form committees to operate consistent with the purposes of and under the authority of the Commission.

Section 2. The Commission may appoint the chairperson for each committee by majority vote of those present at any regular meeting.

Section 3. The chair of each committee is responsible for all communications necessary to perform their specific task.

Section 4. All monies requested by such committees must be reviewed and approved by the Commission prior to allocation and accounted for within a pre-designated period of time.

ARTICLE VIII – FISCAL YEAR

Section 1. The fiscal year of the Commission shall begin on July 1 each year and end on June 30 of the following calendar year.

Section 2. The Chair of the Commission shall submit an annual report of organization's activities to the City Council for the prior fiscal year no later than August 15 each year.

ARTICLE IX – SERVICE AGREEMENTS

Section 1. The Commission may enter into employment contracts or service contracts with individuals or entities necessary to carry out the purposes of the Commission subject to the following:

- A. All such contracts shall be approved by the Commission and by the City Council.
- B. Such employees shall not be considered employees of the City of Wyoming.
- C. The Commission shall comply with all local, federal and state tax laws and other laws regulating employees.
- D. Pursuant to Article 5, Section 5 of these By-Laws, appointed members of the Commission may not be compensated for services to the Commission.

ARTICLE X – EXECUTION OF INSTRUMENTS

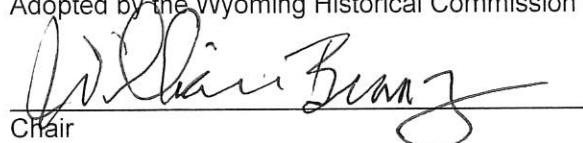
Section 1. All checks, drafts and orders for payment of monies on accounts of the Commission shall be countersigned by any two officers of those designed by the Commission maintain a record bearing the signatures of those authorized to sign checks.

Section 2. When the execution of any contract, conveyance, or other instrument has been authorized without specifying which officer is responsible the Chair, Vice-Chair or Secretary may execute the same in the name and on behalf of the Commission.

ARTICLE XI – AMENDMENT OF THE BYLAWS

Any amendments to these bylaws must be adopted by a majority of the members and approved by the City Council and must comply with all applicable Charter and Code of Ordinances provisions.

Adopted by the Wyoming Historical Commission on Aug 17, 2020.


Chair


Secretary

I certify these Restated Bylaws of the Wyoming Historical Commission were approved by the City Council of City of Wyoming on _____, 2020.

Kelli A. VandenBurg, City Clerk

Date signed: _____, 2020

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT WITH THE KENT COUNTY ROAD COMMISSION
TO PAY THE CITY OF WYOMING TO PERFORM WINTER MAINTENANCE ACTIVITIES
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City enter into a one-year agreement with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities.
2. The Kent County Road Commission is funded by the State of Michigan and these funds will be used to reimburse the City of Wyoming.
3. It is recommended the City Council accept the agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept an agreement with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities for the 2020-2021 winter season.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: September 14, 2020

Subject: Authorize Winter Maintenance Activities for Chicago Drive

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: September 21, 2020

RECOMMENDATION:

The Public Works Department recommends the City Council authorize the City Manager to enter into a one-year contract with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities on the portion of Chicago Drive that is located within the City of Wyoming. Winter maintenance activities will be reimbursed according to established rates as noted on the attached State of Michigan contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Providing winter maintenance activities on the portion of Chicago Drive located within the City will ensure that residents can enjoy the same level of winter maintenance service that all other major City streets have.

DISCUSSION:

Historically, the Kent County Road Commission has provided winter road maintenance on the segment of Chicago Drive that is located within the City of Wyoming. This road segment is approximately 2.5 miles long and is located between Clyde Park Avenue (east boundary) and Porter Street (west boundary). Grand Rapids performs winter maintenance on Chicago Drive within their City, and Grandville performs winter maintenance on Chicago Drive within their City.

Last winter season, the City provided winter maintenance on a trial basis for the portion of Chicago Drive that is located in the City. This arrangement worked out well, as the City had sufficient resources to perform this work without compromising the level of service on remaining streets.

For the upcoming winter maintenance season, it is proposed that the City again enter into a one-year agreement with the Kent County Road Commission to pay the City to perform salting and plowing activities on the portion of Chicago Drive located in the City. Activities will be reimbursed from the Kent County Road Commission according to City labor rates, state equipment rates, material bid prices, and a set overhead percentage, as noted on the attached form. The Kent County Road Commission is funded by the State of Michigan, and these funds will be used to reimburse the City. Reimbursed winter maintenance costs are not expected to exceed \$150,000 for the 2020-2021 winter season.

BUDGET IMPACT:

Since the City will be reimbursed for all labor, equipment and materials used, there is no negative budgetary impact.



ATTACHMENT:

MDOT Form 0426

INSTRUCTIONS:

TO BE USED BY CONTRACT COUNTY OR MUNICIPALITY ONLY. SEE "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS".

NOTE: ALL CONTRACTS REQUIRE APPROVAL BY MDOT PRIOR TO THE START OF WORK. CONTRACTS \$25,000 OR GREATER REQUIRE ADDITIONAL MDOT DESIGNATED CONTRACT SPECIALIST APPROVAL. A COPY OF THE ADVERTISEMENT AND BID TABULATION ARE REQUIRED.

REGION Grand Region	TRANSPORTATION MAINTENANCE COORDINATOR Kurt Fritz	DATE 09/03/20
COUNTY OR MUNICIPALITY Kent County Road Commission		<p align="center">Conditions of Equipment:</p> <p>a. All equipment furnished without an operator, will be in proper operating condition when delivered for use by MDOT. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to equipment is the responsibility of the vendor.</p> <p>b. When equipment and an operator, or a service, is furnished by the vendor, the vendor is responsible for all maintenance, labor, materials and other expenses involved.</p> <p>The contract agency is hereby authorized to contract with the named contractor for equipment or services(s) as described.</p>
ADDRESS 1500 Scriber Ave. NW Grand Rapids, MI 49504		
AUTHORIZED SIGNATURE 		
CONTRACTOR NAME City of Wyoming		
ADDRESS 1155 28th St SW Wyoming, MI 49509-0905		
AUTHORIZED SIGNATURE Approved to Form: 		
MDOT REGION ENGINEER OR DESIGNEE Bartlett E. Franklin		
AUTHORIZED SIGNATURE		
DETAILED DESCRIPTION OF EQUIPMENT OR SERVICES		
Furnish labor and equipment, as needed, to provide winter maintenance services on Chicago Drive, from Clyde Park to Porter, as needed for the 2020-2021 winter season.		
Winter Maintenance and Patrol Services.		
Fully equipped winter maintenance truck 44,000 # minimum truck: \$ 103-107 an hour		
-Operator with Benefits \$ 63.41 - 86.39 an hour		
-De-icing material storage and handling \$ 10.00 a ton		
-Overhead including supervision 10%		
Not to exceed \$150,000		
LOCATION OF SERVICE (Trunkline Hwy. No, Route Section) Winter maintenance and patrol services, as needed, on Chicago Drive, from Clyde Park to Porter.		
NEW CONTRACT OR RENEWAL?	RENEWALS: ORIGINAL STAMPED DATE OF APPROVAL	NEW CONTRACT: TERM OF CONTRACT From: 10/01/20 To: 09/30/21
NUMBER OF YEARS OF CONTRACT	NUMBER OF OPTIONS FOR RENEWAL	COST PER YEAR
NUMBER OF BIDS RECEIVED	SOURCE OF FUNDING	ENGINEERS ESTIMATE \$150,000.00
TYPE OF WORK / SERVICE		
Estimated Amount	QUANTITY	UNIT COST
	1	150,000
		\$150,000.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$150,000.00
IT IS PROPOSED, SUBJECT TO THE CONDITIONS LISTED ABOVE, TO CONTRACT WITH ABOVE NAMED COUNTY OR MUNICIPALITY TO FURNISH THE EQUIPMENT OR SERVICE(S) LISTED ABOVE. OPERATOR'S WAGES ARE INCLUDED IN THE UNIT BID PRICE.		
Total Subcontract Amount: \$ <u> \$150,000.00 </u>		
<i>The vendor shall save harmless and indemnify the State, MDOT and the Michigan State Transportation Commission against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of the work described and to its completion.</i>		
FOR LANSING MDOT USE ONLY		
AUTHORIZED CONTRACT SPECIALIST SIGNATURE OF APPROVAL		DATE
NOTE:		

APPENDIX B (County) & APPENDIX C (Municipality) PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
A CONTRACT AMENDMENT WITH THE AREA AGENCY ON AGING OF
WESTERN MICHIGAN, INC. AND TO AUTHORIZE THE RELATED BUDGET
AMENDMENT FOR OLDER ADULT TRANSPORTATION ASSISTANCE

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAAWM have an established contract, contract number 58.98, to provide transportation assistance services for the period of October 1, 2019 through September 30, 2022, subject to annual funding availability.
3. The City of Wyoming has applied to obtain annual funding under said contract effective October 1, 2020 through September 30, 2021.
4. The Board of Directors of AAAWM voted to award \$11,000 as the annual funding amount to the City of Wyoming to provide transportation services for older adults for the period ending September 30, 2021.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the Mayor and City Clerk to execute the Contract Amendment, 58.98-FY21.1, for Services to Older Adults under Title III of the Older Americans Act and/or Older Michigianians Act, for a total awarded grant amount of \$11,000.
2. Budget amendment No. 33 is approved.

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 September 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Contract Amendment

Resolution No. _____

STAFF REPORT

Date: September 12, 2020

Subject: Contract & Grant Award for Older Adult Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

CC: Krashawn Martin, Recreation Supervisor; Chad Boprie, Recreation Programmer II

Meeting Date: September 21, 2020

RECOMMENDATION:

It is recommended that the City Council approve a contract amendment with the Area Agency on Aging of Western Michigan (AAAWM) to provide older adult transportation assistance. The contract amendment affirms an \$11,000 grant award to provide for the annual funding of the Wyoming Senior Center's (WSC) Older Adult Transportation Program.

COMMUNITY, SAFETY, STEWARDSHIP:

Through grant support, the City, through the Wyoming Senior Center (WSC), will provide over 8,000 Go! Bus rides for area adults, 60 years of age and older, who have limited economic means, are disabled, and are socially isolated. Program participants use tickets to attend the WSC and to perform activities of daily living and contribute to the local economy. Participant surveys indicated that Go! Bus tickets are used to: improve quality of life, access medical appointments, obtain food and other services. Increased access to programming at the WSC, provides a safe, structured and engaging environment for participants.

DISCUSSION:

The City of Wyoming and AAWM have an established contract, contract number 58.98, to provide transportation assistance services for the period of October 1, 2019 through September 30, 2022, subject to annual funding availability.

Our application for annual continuation funding, year two of the contract, has met with success. The AAWM Board of Directors voted in favor of granting an annual funding award of \$11,000 specifically for the period October 1, 2020 through September 30, 2021.

Older Americans Act dollars which funds this program become available October 1, 2020. We were pleased that the program's merits and vital service it provides to area older adults continue to be recognized by the AAWM. This innovative program is one of many such programs offered by the Community Services Department's Parks and Recreation service area in support of area older adults and is administered out of the Wyoming Senior Center.

BUDGET IMPACT:

Funding for this program is provided through grants. An additional \$11,000 will be leveraged to provide for transportation services for older adults. The attached budget amendment has been prepared by the Finance Department.

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The **Area Agency on Aging of Western Michigan, Inc. (AAAWM)**, a Michigan non-profit Corporation, and **City of Wyoming (Service Partner)**, a Michigan municipality, entered into Contract numbered 51.98 in which the Service Partner undertook to provide certain services with state and federal funding for the three-year period ending September 30, 2022. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of July 27, 2020, AAAWM and the Service Partner agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2020 through September 30, 2021, as provided in the Contract of October 1, 2019, shall not exceed **\$11,000.00 (Eleven thousand and 00/100 dollars)**.
2. Service Partner is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Partner agrees to provide as Local Match, for the budget period October 1, 2020 through September 30, 2021, as specified in the Contract of October 1, 2019, shall be not less than **\$1,222.00 (One thousand two hundred twenty-two and 00/100 dollars)**.
4. That Service Budget, Attachment I-A, is deleted and Service Budget, Attachment I-A, dated August 17, 2020, is added.
5. That Older Americans Act Funding Distribution (Attachment II) is deleted and Older Americans Act Funding Distribution (Attachment II) dated July 27, 2020 is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NONPROFIT CORPORATION

By: Jackie O'Connor
Jackie O'Connor, Executive Director
Area Agency on Aging of Western Michigan

8/27/20
Date

By: _____
Person Authorized to Sign for Service Partner

Date

Name: _____

Title: _____

Approved as to form
Scott G. Smith
Scott G. Smith, City Attorney
Date: 9/16/20

UNIT RATE BUDGET FORM

Older Americans Act FY2021

OAA 51.98 - FY21.1

Attachment I-A

Service Partner: Wyoming, City of

Service: Transportation - Public

Date: 08/17/2020

Prepared by: Chad Boprie

Unit Rate Budget

I. Funding Summary:	
Federal Funds	\$11,000
One-time Federal Funds	
State Funds	\$0
One-time State Funds	
TOTAL AAAWM FUNDS AWARDED	\$11,000
Minimum Number of Units to be Provided	3,022
Estimated Number of Clients Who Will Receive Service	80

II. Total Per Unit Cost: Please explain program costs, lines 1-4, in the narrative below.	
1 Administration & Fundraising Expenses	\$0.54
2 Direct Service Cost	\$0.00
3 Equipment & Supplies	\$3.50
4 Other (Occupancy, Communication, etc.)	\$0.00
5 Total Cost BEFORE Match:	\$4.04
6 Less 10% Unit Match	\$0.40
7 Unit Rate to be Paid by AAAWM to Service Partner:	\$3.64
Does line 7 equal line 8?	YES. Continue to Other Resources.
8 Contracted Unit Rate:	\$3.64

III. Other Resources:	
9 Projected Program Income	\$5,288
10 Projected Cost Share	\$0

IV. Match Required:		\$1,222
Source of Cash Match:	Amount	Source of In-Kind Match:
N/A	\$0	City of Wyoming
N/A	\$0	N/A
N/A	\$0	N/A
Total Local Cash Match:	\$0	Total Local In-Kind Match:
Total Match:		\$4,400
Is Total Match equal to or greater than Match Required listed above?		YES. Continue to Cost Narrative.

UNIT RATE BUDGET FORM

Older Americans Act FY2021

V. Program Cost Narrative

Complete the following budget narrative describing the basis for expenditures in each category.

1. Administration & Fundraising:

0.54 represents the time administrative staff spends managing ticket sales, reporting, and making phone calls to participants.

2. Direct Service Cost:

N/A

3. Equipment & Supplies:

\$3.50 represents the amount we pay for tickets.

4. Other:

N/A

Attachment II

Contract No. 51.98 – FY21.1

Area Agency on Aging of Western Michigan
Older Americans Act (OAA) Funding Distribution
October 1, 2020 – September 30, 2021

Funding as of: July 27, 2020

City of Wyoming

Service	Source	CFDA	Award
Transportation - Public	IIIB	93.044	\$11,000
		Total OAA Funding	\$11,000

RESOLUTION NO. _____

RESOLUTION TO ACCEPT THREE PROPOSALS FROM FISHBECK FOR
PROFESSIONAL ARCHITECTURAL SERVICES AND TO AUTHORIZE THE MAYOR
AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council accept three proposals for professional architectural services, including construction document and bid specification creation, bid submittal review, construction administration, and project auditing for payment services from Fishbeck, Inc. to provide for the replacement of HVAC (heating and cooling) units at the City's library, district court, senior center; and the courtroom remodeling project.
2. Funds for the services are available in the following accounts:

Account #	Fund/Dept.	Description	Value
101-136-13610-975.000	Court	Court Room 2 Remodel	\$13,500
101-136-13610-975.000	Court	HVAC Replacement	\$17,500
401-267-26700-975.000	Library & Maintenance	Library and WSC HVAC Replacement	\$10,500

NOW THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept three proposals from Fishbeck, Inc. for professional architectural services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

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 September 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contracts (3)

Resolution No. _____

STAFF REPORT

Date: September 14, 2020

Subject: Professional Architect Services for Wyoming Library, 62A District Court and Wyoming Senior Center Facility Improvement Projects

From: Rebecca Rynbrandt, Director of Community Services

Cc: Chris Kittmann, Court Administrator

Meeting Date: September 21, 2020

RECOMMENDATION:

It is recommended that the City Council accept the attached proposals for professional architectural services, including construction document and bid specification creation, bid submittal review, construction administration, and project auditing for payment services from Fishbeck Inc. to provide for the replacement of HVAC (heating and cooling) units at the City’s library, district court, senior center; and the courtroom remodeling project. Proposal values are:

Project Professional Services Proposal	Value
62A District Court HVAC Rooftop Equipment Replacement	\$17,500
Wyoming Library and Wyoming Senior Center HVAC Rooftop Equipment Replacement	\$10,500
62A District Court/Wyoming Justice Center Renovation of Court Room 2	\$13,350
Grand Total:	\$41,350

COMMUNITY, SAFETY, STEWARDSHIP:

City facilities are critical to providing essential services to the City’s residents and businesses. The City strives to provide safe, convenient, and well-maintained facilities with minimal burden to the taxpayer. Access to well-maintained facilities, such as the library, court, and senior center, directly improve the patron’s experience, and support the retention and provision of high-quality services to residents.

DISCUSSION:

These capital improvement projects were approved by city council for the FY 2021 budget. Two of the HVAC units were previously approved in the FY 2020 budget and were re-appropriated into the FY 2021 budget with Council approval.

In order to proceed with the capital projects, architectural assessments for the most effective approach to replacement of the antiquated HVAC system at the court, replacement of depreciated HVAC systems at the library and senior center suffering from a high rate of maintenance calls, and to address increased security needs and functionality of the court's courtroom 2, the engagement of an architectural firm is necessary. While each proposal is unique to the intended project, they encompass the following:

- Facility needs assessment (Court)
- Recommendation for work/replacement needs/product selection (all)
- Cost estimating (all)
- Construction and bid document preparation (all)
- Bid submittal reviews
- Product submittal reviews
- Punchlist, project acceptance inspections

BUDGET IMPACT:

These projects were planned, and funding approved by City Council for the FY 2021 budget. The total cost for the capital related professional services and distribution across accounts in these regards is:

Account #	Fund/Dept.	Description	Value
101-136-13610-975.000	Court	Court Rm. 2 Remodel	\$13,500
101-136-13610-975.000	Court	HVAC Replacement	\$17,500
401-267-26700-975.000	Library & Maintenance	Library and WSC HVAC Replacement	\$10,500

ATTACHMENTS:

Standard City Professional Services Contracts (3)

###

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: September 9, 2020.

"Professional" means: Fishbeck

[Name of professional entity]

Corporation
A _____
[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]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: as detailed on the attached proposal per the Courtroom Remodeling project

[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:
None.

[Identify those the City Attorney have agreed may be waived or write "None."]

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20____

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

Robert E. Pomeroy, AIA

[Professional's name]

By: Robert E. Pomeroy

[Signature officer, director or principal of Professional]

[Typed/Printed Name & Title of Person Signing for Professional]
Date signed: September 09, 2020

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. 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.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Contractor nor any subcontractor or their respective 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 within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract 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 presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional 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/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.irs.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional 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 applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

EXCESS/UMBRELLA INSURANCE

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

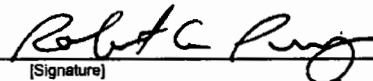
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.


[Signature]

Robert E. Pomeroy, AIA Senior Vice President/Principal
[Printed Name and Title of Person Signing]

Robert E. Pomeroy
[Printed Name of Professional]

Date signed: September 09, 2020

**Exhibit B
Proposal**

September 8, 2020

Rebecca Rynbrandt
Director of Community Services
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509-0905

Proposal for Professional Services

Dear Rebecca:

Fishbeck is pleased to provide architectural and engineering services for the renovation of Courtroom #2 in the existing 62A District Court/Wyoming Justice Center building located at 2650 DeHoop Avenue, SW.

Statement of Understanding

Fishbeck understands the scope of work to encompass the following:

- Courtroom #2:
 - Re-orient the layout to a more traditional approach with the bench at the front of the courtroom.
 - Provide more space at the front of the room by moving location of the Bar. Construct a new Bar/wall or rail that is higher (48" tall) to prevent climbing over the wall. This will require removal of at least one row of benches in the Spectator Area. Provide ballistic glass at jury box. Consider line of sight in redesign from the public area.
 - Provide a new Judge's Bench (for Judge, Courtroom Manager, and Court Reporter) with storage underneath, shelf or ledge in front, and swing door access. The bench should be on 14" raised floor. Provide wall treatment/backdrop behind the bench.
 - Upgrade technology, including microphones and cameras for live feeds, wall-mounted monitors on each sidewall, and accommodations for court reporting equipment.
 - Reverse the swing of existing corridor door to increase ease of access.
 - Provide new carpet tile in front of the Bar. All other existing finishes will remain (walls, floors, and ceilings).
 - Provide moveable furniture for the new Jury Box (6 people), Witness Stand, and Podium. Existing Counsel tables and chairs will be reused.
- Holding/Juror Room:
 - Provide additional access control (wall and door).
 - Reverse the swing of existing corridor door to increase ease of access.

Additional Considerations:

- We understand that ADA compliance is necessary in general for the room, for the Jury Box and Witness Stand. The Judge's bench does not require compliance since the adjacent Court room is ADA-compliant. Fishbeck will verify this direction through a limited code study.
- We understand that existing mechanical and lighting systems are adequate and should not require modification.
- Existing benches will remain and will not be refinished.

Scope of Services

Fishbeck will provide the following services:

- Collect and review the existing plans.
- Tour the building and meet with key staff to become more familiar with the project requirements and building construction (we will not do any destructive testing or detailed analysis of the structure) – *This work was completed 9/1/2020.*
- Evaluate existing technology and work in tandem with Commtech Design.
- Prepare conceptual courtroom plan for City and Court staff review.
- Prepare detailed Plans and Specifications for Bidding and Construction.
- Prepare an Estimate of Probable Construction Cost.
- Review Bids received by the City of Wyoming and offer recommendations.
- Visit the site twice during construction, answer Contractor's Requests for Information, review submittals, and participate in preparation of a Punch List at project completion.

Items not included

Our scope of services does not include geotechnical or hazardous materials investigations or abatement. Also excluded is any detailed analysis of the buildings mechanical (HVAC) and electrical systems, as these systems will not be significantly impacted by the renovation.

Professional Services Fees

Our professional fee for the Scope of Services described in this proposal is a Lump Sum fee of Thirteen Thousand Three Hundred Fifty Dollars (\$13,350) which includes reimbursable expenses for mileage, copying, printing, etc.

Authorization

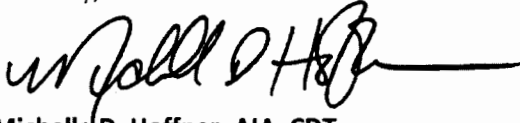
Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Sarah E. Lawrence (selawrence@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Rebecca Rynbrandt
September 8, 2020

Fishbeck | Page 3

If you have any questions or require additional information, please contact me at 616.295.4635 or mhoffner@fishbeck.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle D. Hoffner", followed by a horizontal line extending to the right.

Michelle D. Hoffner, AIA, CDT
Senior Architect

By email

Copy: Fishbeck – Cindy Janes, Tom Smith

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: September 9, 2020.

"Professional" means: Fishbeck

[Name of professional entity]

Corporation
A _____
[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]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.
as detailed on the attached proposal

"Services" means: _____
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:
None.

[Identify those the City Attorney have agreed may be waived or write "None."]

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____

Scott G. Smith, City Attorney

Fishbeck, Inc.

By: _____
[Signature officer, director or principal of Professional]
Patrick O'Connor

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

Date signed: 9-3, 2020

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. 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.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Contractor nor any subcontractor or their respective 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 within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract 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 presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional 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/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional 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 applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

EXCESS/UMBRELLA INSURANCE

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.

[Signature]

[Printed Name and Title of Person Signing]

[Printed Name of Professional]

Date signed: _____

**Exhibit B
Proposal**

September 2, 2020

Rebecca Rynbrandt, CPRP
Director of Community Services
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509-0905

**Proposal for Professional Services – HVAC Rooftop Equipment Replacement (Wyoming District Court)
(Revised 9-2-20)**

Dear Ms. Rynbrandt:

Fishbeck is pleased to provide our proposal for professional consulting services related to the replacement of the existing rooftop condensing unit at the Wyoming District Court. For this project, these services will include architectural, mechanical, electrical, and site civil engineering as necessary to accomplish the scope of work described in this proposal.

Scope of Services

The scope of services described below is based on your request for proposal sent to Cindy Janes (August 25, 2020) and subsequent walkthrough of the court building with Chris Kittmann on August 28, 2020.

We understand that the existing roof-mounted air-cooled condensing unit has reached the end of its useful life and will require replacement. Fishbeck will provide design services to replace the existing unit with new—with emphasis on locating new unit on grade, if possible.

In addition, Fishbeck understands that the design must include consideration for future replacement of the existing emergency generator. It is expected that the ideal location for this generator would be on grade, adjacent to the new condensing unit, and contained within a shared screened enclosure. Fishbeck will evaluate the feasibility of this design approach and make a recommendation for the location of a new equipment pad. If a combined equipment pad and enclosure is not feasible, we will seek out alternate options for equipment location (including provision for future replacement of emergency generator).

Included with the replacement of the existing condensing unit, Fishbeck has also included design services for replacement of the associated refrigerant cooling coil in the existing air handling unit. We expect this would be necessary due to phase out of the existing R-22 refrigerant and requirements for replacement with regulatory compliant refrigerants. The new refrigerant would most likely not be compatible with the existing cooling coil construction.

To ensure compliance with local zoning requirements, Fishbeck will conduct a zoning review to address pertinent requirements for locating mechanical equipment on grade. In addition to zoning review, Fishbeck site civil services will include designation of equipment location, coordination of equipment enclosure, utility connections between building and new equipment, and details for restoration requirements.

Related to the scope of services described above, Fishbeck will provide the following specific tasks/deliverables:

- Evaluation of existing conditions/limitations and recommendation of approach for approval by owner. Two conceptual approaches will be presented for selection:
 - Locate new condensing unit and future generator on grade.
 - Locate new condensing unit on roof
- Construction cost estimates for each approach will be provided for consideration by owner prior to selection.
- Assemble drawings and technical specifications for use as bid documents. Technical specifications to be provided on drawings.
- Provide construction cost estimate at 90% design milestone.
- Perform review of submitted bids.
- Review of pertinent submittals during construction phase.
- Conduct a final punch-list at project completion.

Clarifications/Exclusions

The following items are not expected to be required for this project and are not included with our proposal:

- We assume that a survey is not required.
- With the exception of a 6-inch storm drain shown on the as-built drawings, we do not anticipate that grade mounted equipment location will interfere with or require relocation of other existing buried utilities.
- We do not anticipate a public meeting for site plan approval. We expect approval to be gained by administrative review.
- Preparation of front-end specifications (bidding and contract requirements) by City of Wyoming.

Professional Services Fees

Our lump-sum fee is Seventeen Thousand Five Hundred Dollars (\$17,500). This includes reimbursable expenses, such as mileage, printing costs, and postage.

Authorization

If you have any questions or require additional information, please contact me at 616.464.3829 or jyonkers@fishbeck.com.

Sincerely,



Jonathan D. Yonkers, PE, LEED AP
Senior Mechanical Engineer

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: September 9, 2020

"Professional" means: Fishbeck

[Name of professional entity]

Corporation
A _____
[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]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: as detailed on the attached proposal per the Wyoming Library and Senior Center HVAC replacements project

[Detail the work: e.g., "design and construction services for . . ." "appraisal of . . ." "delineate wetlands at . . ." etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:
None.

[Identify those the City Attorney have agreed may be waived or write "None."]

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Fishbeck

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

Patrick O'Connor

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

Date signed: 9-10, 2020

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. 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.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Contractor nor any subcontractor or their respective 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 within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract 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 presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional 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/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional 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 applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.

Patrick O'Connor

[Signature]

Patrick O'Connor

[Printed Name and Title of Person Signing]

Fishbeck

[Printed Name of Professional]

Date signed: 9-10-2020

**Exhibit B
Proposal**

September 3, 2020

Rebecca Rynbrandt, CPRP
Director of Community Services
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509-0905

Proposal for Professional Services – HVAC Rooftop Equipment Replacement (Wyoming Library and Wyoming Senior Center)

Dear Ms. Rynbrandt:

Fishbeck is pleased to provide our proposal for professional consulting services related to the replacement of select HVAC rooftop units at the Wyoming Library and the Wyoming Senior Center. For this project, these services will include architectural, mechanical, and electrical engineering as necessary to accomplish the scope of work described in this proposal.

Scope of Services

The scope of services described below is based on your request for proposal sent to Cindy Janes (August 27, 2020) and subsequent walkthrough of the Library (with Jason Cass and Victor Trevino) and Senior Center (with Chad Boprie) on August 31, 2020.

We understand that a total of four of the existing roof-mounted packaged HVAC units have reached the end of their useful life and will require replacement. These units include the following:

- Senior Center – RTU-2 (7.5 ton capacity)
- Library – RTU-2 (20 ton capacity), RTU-5 (15 ton capacity), and RTU-8 (15 ton capacity)

Fishbeck will provide design services to replace the existing units with new. We expect re-use of existing roof curbs and existing electrical service for each unit. We will provide architectural services as necessary to ensure proper repair of roof membrane in the vicinity of each new unit.

Related to the scope of services described above, Fishbeck will provide the following specific tasks/deliverables:

- We expect a “one for one” replacement for each unit, however, if it is determined that a “one for one” replacement is not possible we will provide up to two alternative options for approval by owner.
- Cost estimates to allow for evaluation of alternative options (if necessary).
- Assemble drawings and technical specifications for use as bid documents. Technical specifications to be provided on drawings.
- Provide construction cost estimate at 90% design milestone.
- Perform review of submitted bids.
- Review of pertinent submittals during construction phase.
- Conduct a final punch-list at project completion.

Per request, the bid documents will be assembled so that bids can be obtained and evaluated for individual replacement of HVAC units (via separate projects) and collective replacement of all HVAC units (as one project). Coordination will be required with City personnel responsible for putting together bidding requirements to ensure the desired bidding breakout is identified in the instructions to bidders.

Clarifications/Exclusions

The following items are not expected to be required for this project and are not included with our proposal:

- We do not anticipate any zoning approval requirements.
- Preparation of front-end specifications (bidding and contract requirements) by City of Wyoming.

Professional Services Fees

Our lump-sum fee is Ten Thousand Five Hundred Dollars (\$10,500). This includes reimbursable expenses, such as mileage, printing costs, and postage.

Authorization

If you have any questions or require additional information, please contact me at 616.464.3829 or jyonkers@fishbeck.com.

Sincerely,



Jonathan D. Yonkers, PE, LEED AP
Senior Mechanical Engineer

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A
LEASE AGREEMENT WITH THE GRAND RAPIDS RIFLE AND PISTOL CLUB

WHEREAS:

1. The Grand Rapids Rifle and Pistol Club currently has a lease on the property located at 1331 Nagel S.W., Wyoming, Michigan, 49509.
2. Said lease expires on September 19, 2020.
3. The Grand Rapids Rifle and Pistol Club has requested an extension of said lease for three years.
4. A Lease Agreement has been prepared providing for the Lease payments and other terms and conditions of said Lease from September 20, 2020 through September 19, 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Lease Agreement with the Grand Rapids Rifle and Pistol Club.

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 September 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Lease Agreement

Resolution No. _____

STAFF REPORT

Date: September 16, 2020

Subject: Renewal of Grand Rapids Rifle and Pistol Club Lease

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: September 21, 2020

RECOMMENDATION:

It is recommended that the City Council approve the renewal of lease of property within Marquette Park to the Grand Rapids Rifle and Pistol Club for a three (3) year period ending September 19, 2023.

COMMUNITY, SAFETY, STEWARDSHIP:

The club's purpose and objective is "the encouragement of organized rifle and pistol shooting; to foster and encourage safe and responsible gun use and ownership through education and otherwise; to provide areas and ranges for the shooting sports; and to further object and purpose to foster the development of those characteristics of honesty, good fellowship, self-discipline, team play and self-reliance which are the essentials of good sportsmanship and the foundation of true patriotism."

The club supports programs for area veterans, students at Grand Valley State University, and more. Their programs provide unique services to the City of Wyoming and metropolitan area contributing to our overall economic vitality.

The execution of this lease maintains a relationship of over 60 years; ensuring expanded gun safety and leisure programming for residents.

DISCUSSION:

City of Wyoming has maintained a lease relationship with the Grand Rapids Rifle and Pistol Club since 1956. The current lease expires September 19, 2020. The proposed lease is for three years, the maximum allowable by State law. The lease has been developed with input by the Michigan Municipal Risk Management Authority, the club's secretary Dan McAdams, city attorney Scott Smith, and I.

BUDGET IMPACT:

The annual lease payment rate increase is directly tied to the State of Michigan Tax Commission's property value increases. The first-year value is \$1,478.60. This revenue was planned for in the Community Services Department's Parks and Recreation funds FY 2021 budget as approved by City Council.

LEASE

This Lease made as of September 20, 2020, between the City of Wyoming, a Michigan municipal corporation of 1155 - 28th St SW, PO Box 905, Wyoming, MI 49509-0905 ("**City**") and the Grand Rapids Rifle and Pistol Club, a Michigan non-profit corporation, of 1331 Nagel Ave SW, Wyoming, MI 49509, ("**Club**").

RECITALS

A. City owns the real property located within its Marquette Park at 1331 Nagel Ave SW, more fully described as follows (the "**Premises**").

Part of the NW 1/4, Section 2, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the NW corner of Nagel and Marquette Streets; thence North 692 feet along the West line of Nagel Street; thence West 160 feet to the point of beginning; thence South 89°03' West, 200 feet; thence South 150 feet; thence East 200 feet; thence North 150 feet more or less to the point of beginning.

B. Club supports competitive shooting sports in West Michigan for all ages. Club is presently home to the Grand Valley State University Shooting Team, and Club provides a variety of opportunities, including educational programming and special events, (principally September through May) to shoot air rifles, air pistols, hand guns and .22 rifles (but does not permit other rifles or shotguns).

C. Club built and has continuously maintained the structures and other improvements on the Premises and has occupied the Premises continuously since doing so.

TERMS AND CONDITIONS

1. Demise. City leases the Premises to Club and Club leases the Premises from City in accordance with the terms of this Lease.

2. Term. The term of this Lease is 3 years beginning at 12:00 a.m., September 20, 2020 and ending 11:59 p.m. September 19, 2023 (the "**Term**").

3. Rent. Rent for the Premises will be determined and must be paid by Club to the City Treasurer at the above address for the City as follows:

A. Rent for the first year of the Term (September 20, 2020 to September 19, 2021) will be \$1,478.60. One-half that amount (\$739.30) must be paid by September 20, 2020. The remaining one-half of that amount (\$739.30) must be paid by March 20, 2021.

B. Rent for the second year of the Term (September 20, 2021 to September 19, 2022) will be determined by multiplying the rent for the first year of the Term by the inflation rate multiplier established by the Michigan State Tax Commission for use in the capped value and Headlee calculations for 2021, provided it will not be less than 2.0% or more than 4.0%. One-half that amount must be paid by September 20, 2021. The remaining one-half of that amount must be paid by March 20, 2022.

C. Rent for the third year of the Term (September 20, 2022 to September 19, 2023) will be determined by multiplying the rent for the first year of the Term by the inflation rate multiplier established by the Michigan State Tax Commission for use in the capped value and Headlee calculations for 2022, provided it will not be less than 2.0% or more than 4.0%. One-half that amount must be paid by September 20, 2022. The remaining one-half of that amount must be paid by March 20, 2023.

4. Use of Premises. Club will have exclusive use of the Premises and all structures and other improvements on the Premises, subject to other terms of this Lease.

A. All use of the Premises and all persons while on the Premises must comply with all applicable laws, rules, regulations, ordinances, orders of courts or officials of competent jurisdiction, and City policies.

B. The Premises shall be used as an indoor rifle and/or pistol range (for air rifles, air pistols, hand guns and .22 rifles, but not other rifles or shotguns) including activities as described in Recital B with

associated club room, office, and restroom use. Any other use will require City's prior written approval.

C. Club will have the right of ingress and egress to the Premises from Nagel Ave SW. City may use the access road and parking area for patrons of Marquette Park and Kimble Field. Club will identify parking areas reserved for Club's exclusive use.

D. Club must not bring onto, use, store or release any hazardous or toxic substances or materials on the Premises except (i) limited quantities of substances reasonably needed to clean and maintain guns used on the Premises, (ii) limited quantities of cleaning supplies, paint and similar materials reasonably needed to maintain the Premises, and (iii) other materials or substances as first permitted in writing by City. Club will be responsible for the release of any hazardous or toxic substance or material on the Premises during the Term or any prior lease term and for actions required under state or federal laws, rules, or regulations or orders of any state or federal agency as a result of that release.

E. Marihuana, marihuana-infused products, marihuana concentrate or marihuana accessories, as defined in chapter 50 of City's Code of Ordinances must not be possessed, used, transported, stored, delivered, or sold on the Premises by any person.

F. Alcoholic liquor as defined in the Michigan liquor control act, 1998 PA 58, MCL 436.1101 *et seq.*, must not be possessed, consumed, used, transported, stored, delivered, or sold on the Premises by any person.

G. Smoking and vaping are prohibited on the Premises except tobacco smoking or vaping in areas of the Premises that City and Club may agree are acceptable for tobacco smoking.

5. Club Responsibilities. Club will be responsible for the following:

A. Except as otherwise provided in this Lease, Club must maintain and repair the Premises and all structures and other improvements on the Premises. The Premises and all improvements must be maintained to the same general level as Club has previously maintained them, consistent with the level of maintenance and repair and general conditions of Marquette Park.

1. City will maintain the lawn areas on the Premises as City deems necessary and appropriate.
2. City will maintain the grade and pavement of the access road and parking area as City deems necessary and appropriate.

B. Club will be responsible for all snowplowing of the access road to the structures on the Premises and adjacent parking areas.

C. Club must pay all bills for utility services to the Premises, including but not limited to natural gas, electric, water, sanitary sewer, cable, broadband or other internet, telephone or other service to the Premises before the date on which they can no longer be paid without interest, penalty, late payment fee, or threat of shut-off or discontinuance.

D. No additions, alterations, modifications or improvements will be constructed or installed on any building, structure or other improvement on the Premises that exceed \$5,000 in value without City's prior written approval. All additions, alterations, modifications or improvements will comply with applicable construction codes, including the obtaining any required permits and inspections. The City will not unreasonably withhold approval.

E. Club must not discriminate against an (i) employee, (ii) applicant for employment, (iii) member, (iv) applicant for membership, or (v) member of the public with respect to (a) hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, (b) Club membership or service as a Club director or officer, or (c) access to or use of any part of the Premises because of race, color, religion, national origin, age (except for those who are minors), 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, or any other applicable state or federal statute, rule or regulation).

F. Club and its directors, members, officers and employees have not engaged in and must refrain from: (i) holding or acquiring an interest conflicting with this Lease; (ii) engaging in an act creating an appearance of impropriety regarding this Lease; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, except its employees and consultants, any consideration contingent upon this Lease. No Club director, officer, member, or employee is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed City officer or board/commission member except as already disclosed in writing to City. Club will immediately notify City of any change in these standards.

G. If due to this Lease or Club's occupancy or use of the Premises, the Premises, any part of the Premises or any property on or within the Premises, is subject to real or personal property taxes or payments in lieu of real or personal property taxes, such as the lessee/user tax (e.g., under MCL 211.181 *et seq.*), Club must pay all amounts due.

H. Club must always maintain its non-profit status under Michigan law.

6. Risk Allocation.

A. City (defined for all purposes of this section of this Lease to include City officers, employees and volunteers) has no responsibility to insure the Premises or any buildings, structures or other improvements on or to the Premises or any personal property in or on the Premises for any liability or any casualty or other loss. City has no responsibility to insure Club, Clubs directors or officers, Club's employees or volunteers, or Club's members for any liability or loss.

B. Club is solely responsible for the acts, omissions and statements of Club, Club's directors and officers, Club's employees and volunteers, Club's members, and any persons on the Premises due to Club or Club's activities.

C. Club will hold City harmless from, indemnify City for, and defend City against any demand, claim, lawsuit, arbitration, administrative proceeding, or any loss due to Club's occupancy or use of or activities on the Premises, except as wholly caused by the City's negligence or wrongdoing.

D. Club shall obtain and maintain insurance meeting the following requirements.

1. Fire, casualty, and extended coverage insurance on the building or structure erected on the Premises. In addition, Club must maintain debris removal insurance coverage in an amount equal to 25% of the insured value of the buildings and structures on the Premises in a form approved by City's attorney.

2. General liability insurance in a minimum coverage amount of \$2,000,000 per occurrence.

3. All insurance must carry an endorsement stating the following shall be additional insureds: (i) City of Wyoming, (ii) all elected and appointed City officers, (iii) all City employees, volunteers, and agents, (iv) all City boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

4. Coverage afforded as an additional insured must be primary and any insurance City may have in effect shall be considered secondary and/or excess.

5. At the beginning of the term and annually thereafter or upon any change to coverage, Club must provide City copies of all certificates of insurance and endorsements showing the coverage to be in place and, if requested, copies of the applicable insurance policies.

6. The insurance must show City as a certificate holder to be notified not less than 30 day before any termination or material change in any policy or coverage.

7. Termination.

A. This Lease will terminate when any of the following occurs:

1. The expiration of the Term;

2. Club's voluntary surrender of the Premises; or

3. Club's failure to comply with any of the terms and conditions of this Lease. City must notify in writing of the noncompliance and, except for (i) repeated failure to comply with any term, (ii) noncompliance with a term for which corrective action is not reasonably possible, (iii) noncompliance with a term that could subject City to liability or a criminal or administrative proceeding, Club will have 30 days to correct said that noncompliance. If the noncompliance puts persons or property at imminent risk of injury, damage or loss, City may take corrective action and bill Club for City's costs (including, any payments made by City and costs of any personnel or in-kind services by City) to do so. Club must pay such costs within 30 days of the date of City's invoice to Club for those costs.

B. Upon termination, Club may remove from the Premises all Club's furniture, equipment and other property specifically related to Club's activities on the premises (except fixtures, e.g. lighting fixtures, HVAC, water heater, plumbing, etc.).

C. Upon termination of this lease by Club's voluntary surrender of the Premises or due to Club's noncompliance with a term of this Lease the building, structures and other improvements on the Premises will be City property and Club will cooperate in providing documents reasonably needed to confirm this status.

D. Upon termination of this Lease by expiration of the Term, City will pay Club the fair market value of the buildings and/or improvements which Club constructed, installed or made upon the Premises and Club will convey them to City. If City and Club cannot agree on the fair market value, the parties shall select an appraiser qualified to appraise commercial property in Michigan to appraise the premises or the building and/or improvements to set a fair market value. If the parties cannot agree upon the selection of an appraiser, they will each select an appraiser and those two appraisers will select a third appraiser for the appraisal. The sale or purchase of any improvements under this subsection shall be subject to the requirements of the Wyoming City Charter.

8. Non-Assignable. Club may not assign this Lease or any of Club's rights or obligations under this Lease without City's prior written consent.

9. Sale of Premises. If City decides to sell the Premises, Club will have the first option to purchase the Premises at a fair market value determined by an appraisal as described in subsection 7.D. That option must be exercised within 60 days after receipt of a notice of City's intent to sell the Premises.

10. Notices. All notices required under this Lease must be given either in person or by first class mail, postage prepaid, to the required post office address of the respective parties. Notices to Lessor shall be sent to: City Manager, City of Wyoming, 1155 - 28th St SW, PO Box 905, Wyoming, MI 49509-0905. Notices to Club shall be sent to: Grand Rapids Rifle and Pistol Club, PO Box 9462, Wyoming, MI 49509-9462. Alternatively, notices may be sent electronically by e-mail to an e-mail address provided by City and an e-mail address provided by Club. Electronically sent notices will be made when receipt is acknowledged by the recipient.

11. General Provisions.

A. Reference to any City or Club officer, employee or group of officers or employees by position includes that officer's, employee's or group's superiors and designees. Any designees shall be designated in writing.

B. This Lease is the entire agreement between the parties regarding to its subject matter. This Lease may not be amended or modified except in writing signed by both parties. It will not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. The captions are for reference only and will not affect the interpretation of this Lease, but the recitals are an integral part of this Lease. This Lease was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.

C. To the extent permitted by law, the jurisdiction and venue for any action brought under this Lease shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action

shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate and litigate that claim..

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

CITY OF WYOMING

GRAND RAPIDS RIFLE AND PISTOL CLUB

By: _____
Jack A. Poll, Mayor

By: _____
Ron Carr, President

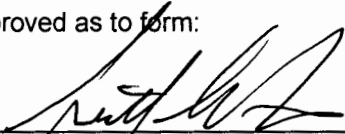
By: _____
Kelli A. Vandenberg, Clerk

By: _____
Daniel McAdams, Secretary/Treasurer

Date signed: _____, 2020

Date signed: _____, 2020

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
A CRIME/ACCIDENT SCENE MAPPING SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of a crime/accident scene mapping system from the sole developer and manufacturer, FARO Technologies Inc. in the total estimated amount of \$63,338.65.
2. Funds are available in various departmental accounts and will be charged to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a crime/accident scene mapping system from FARO Technologies, Inc.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 21, 2020.

ATTACHMENTS:

Staff Report
Letter
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 14, 2020

Subject: FARO Technologies Crime/Accident Scene Mapping System

From: Captain James Maguffee

Meeting Date: September 21, 2020

RECOMMENDATION:

It is recommended the City Council authorize the purchase of a crime/accident scene laser mapping system from the sole developer and manufacturer, FARO Technologies Inc. in the total estimated amount of \$63,338.65.

COMMUNITY, SAFETY, STEWARDSHIP:

Our Public Safety Forensic Science Unit and Accident Reconstruction Team are tasked with completing highly technical scene mapping and documentation duties. Their work product is often critical evidence in criminal and civil proceedings in some of the most important cases we investigate. Having the best tools to perform this important function limits liability and helps ensure the interests of justice are protected.

DISCUSSION:

Crime/accident scene reconstruction has evolved considerably in recent years. Not long ago, we mapped scenes manually with tape measures and note pads, creating two dimensional drawings to document very complicated scenes. The FARO laser scanning tool is a state of the art scene mapping tool that creates a three dimensional, color, virtual re-creation of crime and accident scenes. It allows investigators, prosecutor's judges, jurors, and others to experience these scenes and their associated evidence in an immersive experience. This type of crime scene mapping is a top tier, best practice, scene reconstruction tool that will allow our investigative personnel to present the best information and evidence to decision makers in the wake of our most serious cases.

BUDGET IMPACT:

The City Manager has approved this request for this budget year and has allocated \$40,500 in Capital Outlay account number 101-305-31200-984.000 and \$14,000 in the Drug Forfeiture account number 265-305-31500-973.013. This will cover the hardware and software components of this purchase. There is an approximate \$9,000 training cost incorporated into the total amount that will come from the police training budget account number 101-305-32000-860.000.

Attachments:
Quote
Letter



FARO Technologies, Inc.
250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234
Fax: +1.407.333.4181

Nasdaq: FARO
www.FARO.com

March 4, 2020

To Whom It May Concern,

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus^{3D}, Focus^S and Focus^M Laser Scanners, FARO ScanPlan, SCENE™ software, FARO Zone™ 3D and FARO Zone™ 2D software. FARO is also the sole provider of software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, ScanPlan, SCENE Software, and FARO Zone software. In addition, FARO is the sole source of its GSA product pricing for the above products and services. Some of the foregoing goods and services are offered through distributors, but the origin of those goods and services are from FARO.

FARO Technologies was founded in 1982 and has quickly become a global leader in the manufacture of 3D measurement technology. FARO Technologies is headquartered in Lake Mary, Florida, its European regional headquarters in Stuttgart, Germany, and its Asia/Pacific regional headquarters in Singapore. FARO has other offices in the United States, Canada, Mexico, Brazil, Germany, the United Kingdom, France, Spain, Italy, Poland, Turkey, the Netherlands, Switzerland, India, China, Malaysia, Thailand, South Korea, Japan, and Australia.

As the world's most trusted source for 3D measurement and imaging solutions, FARO Technologies designs, develops, manufactures, markets, and supports software-driven, three-dimensional measurement and imaging solutions. Technology from FARO permits high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. The devices are used for inspecting, planning and documenting spaces or structures in 3D, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post-blast investigation, fire and security pre-planning, bullet trajectory, bloodstain pattern analysis, and augmented/virtual reality applications.

With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners considerably reduce the effort involved in documenting, measuring, and analyzing forensic scenes. The 3D scan data can be imported into many software solutions that are used by forensic investigators for analysis and reporting of the captured data. Distance dimensions, area and volume calculations, analysis, and documentation can be carried out quickly, precisely and reliably using scanned data.

FARO is the sole developer and supplier of FARO Zone™ Software, which incorporates direct integration of FARO Focus point cloud data from scans into a simple to use program for full scene documentation, 2D and 3D Diagrams, animations, crash reconstruction, bullet trajectory, and bloodstain pattern analysis. The development of FARO Zone™ Software is the result of the combination of features from CAD Zone and ARAS Reality, predecessor software acquired by FARO through acquisitions. These software offerings have now been replaced with our current software platform FARO Zone™.

FARO's competitive advantage is the lightweight, affordable, precise technology delivered with each 3D laser scanning product. Through FARO and its products, our customers are making an investment in projects with unsurpassed cost-value, which provides a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources. With hundreds of thousands of units sold worldwide and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the U.S. military, and many state and municipal law enforcement agencies.

Please feel free to contact us with any questions.

Kind Regards,

David J. Dustin | Global Director of Product Management | Public Safety - Forensics FARO Technologies, Inc. | 250
Technology Park | Lake Mary, FL 32746
Office: 407.333.9911
Mobile: 404-368-0659

Nasdaq: FARO | david.dustin@faro.com | www.faro.com
Tax ID: 59-3157093 • DUNS: 61-730-8929 • CAGE: 0VGY2 • ISO Certified • GSA



FARO Technologies Inc
 250 Technology Park
 Lake Mary FL 32746-7115
 Phone No: (407)333-9911X1205
 Fax No:
 Email: Cynthia.Clarke@faro.com

Remit to:
 FARO Technologies, Inc.
 P.O. Box 116908
 Atlanta, GA 30368-6908

Quotation No: 20357128
 Quote Date: 08/04/2020
 Expiration Date: 10/30/2020
 Regional Manager: Paul Gregory
 Account Manager: Jeffrey Voyt
 Sales Support: Cynthia Clarke
 Ship: Standard/Ground
 Payment Terms: Net due in 30 days
 with approved credit
 Delivery Terms: EXW Origin
 Delivery Date: 4-6 Weeks


Bill To :
 Wyoming Police Department
 2300 De Hoop Ave SW
 Wyoming MI 49509-1816
 US

Ship To :
 Wyoming Police Department
 Terra Wesseldyk
 2300 De Hoop Ave SW
 Wyoming MI 49509-1816
 US

Pricing and Terms & Conditions of this quote are per GSA MAS Contract GS-07F-197GA. By accepting this quote, you acknowledge that you are eligible for and may purchase via the GSA Schedule/Contract above. For questions regarding GSA eligibility please refer to <https://www.gsa.gov/buying-selling/purchasing-programs/overview/eligibility-to-use-gsa-sources>.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-70	3D_HW_LS_FocusS 70 Laser Scanner Focus S 70 ships with: 1x Focus S 70, 1x Quick Release, HDR photography, GPS, compass, altimeter (barometer), dual-axis compensator, Accessory Bay, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 32GB SD card and reader, 1x rugged transport case, calibration certificate, manufacturer warranty and a quick start guide.G7G77:G83	29,279.16	0.00	29,279.16
1	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	775.78	0.00	775.78

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block	436.90	0.00	436.90
					
		Power Block battery for Focus laser scanner V8.			
1	SOFTS0900	3D_SW_SC_Scene	3,693.50	0.00	3,693.50
		SCENE. New license. Includes 1-year of standard maintenance. License container sold separately.			
1	SOFTL0002	Single User Hard Lock ** Open Market Item **	200.00	0.00	200.00
		Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, Far ozone and As-Built Software products.			
1	SOFTD51002	FARO Zone 3D Advanced Digital Download	4,832.98	0.00	4,832.98
		Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance. Digital Download			
1	SOFTL0002	Single User Hard Lock ** Open Market Item **	200.00	0.00	200.00
		Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, Far ozone and As-Built Software products.			
1	TR-FZ3-COR	FZ Core ** Open Market Item **	0.00	0.00	0.00
		Two consecutive day, consisting of four-hour virtual classroom training. The FARO Zone 3D Core training is specifically designed to assist new users.			

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	COMP0123X64	VR Ready Notebook	3,208.89	0.00	3,208.89
		High-end notebook computer. Contact your FARO representative for current specifications.			
1	SMA0900-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND	1,939.44	0.00	1,939.44
		SCENE. Extends maintenance contract of new license by 3 years.			
1	SMA51002-3Y	FARO Zone 3D Advanced Maintenance 3Y ** Open Market Item **	2,548.00	0.00	2,548.00
		FARO Zone 3D Advanced annual maintenance extension at point of sale includes product updates and upgrades (as available), including top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan.			
1	CCR-SCN-V8-Y4	Complete Care-SCN Focus S/M-Y4 ** Open Market Item **	15,700.00	8,606.00	7,094.00
		Complete Care service plan includes parts and labor for repair and annual cleaning and calibration. Three years of coverage in addition to the included 1-year warranty.			

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	TR-SCN-POS-FOR-O	<p>OnSite Forensics Cust-Site Upg. 5 Day ** Open Market Item **</p> <p>Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.</p>	9,130.00	0.00	9,130.00
1	TR-SCN-POS	<p>Laser Scanner Tr. - FARO Fac. - Inc ** Open Market Item **</p> <p>"Available only at point of FARO system sale. Includes training for 2 Trainees. #Three day course at a training facility provided by FARO that discusses FARO Laser Scanner with FARO Software, setup, and basic measurements. Classroom trainings are scheduled on a first come, first served basis. Classes can be cancelled within two weeks of the scheduled date if sufficient enrollment is not met. Training days must be taken together on consecutive days, and cannot be split into individual days."</p>	0.00	0.00	0.00

Order Total:	71,944.65
Discount Amount:	-8,606.00
Freight, packaging and handling Total:	0.00
Total in USD:	63,338.65

Suggested Optional Items

Qty	Item No.	Description	Unit Price	Discount	Unit Price
1	TR-SCN-POS-O	<p>Laser Scanner Tr. - Upg to OnSite ** Open Market Item **</p> <p>Available only at point of FARO system sale. Customer Site Upgrade - three day course that discusses FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.</p>	5,203.00	0.00	5,203.00

Additional Information

COVID-19

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

https://www.faro.com/terms/FARO_Standard_Terms_and_Conditions_Global_20180806_ENG.pdf

You can also obtain the terms from your FARO sales representative or please email Legal@faro.com for a copy.

The following article contains all our calibration information under their respective product headings

https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

GSA QUOTE

Pricing, terms and conditions per GSA contract GS-07F-197GA.

Expiration of contract 9/28/2022.

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing,
and the option to create an electronic delivery order are available through GSA
Advantage!®, a menu-driven database system. The INTERNET address for GSA
Advantage!® is: GSAAdvantage.gov.

MAS: MULTIPLE AWARD SCHEDULE

SPECIAL ITEM NUMBER
NEW - INTRODUCTION OF NEW SUPPLIES AND SERVICES
OLM - ORDER-LEVEL MATERIALS (OLM)
325412 - CRIMINAL INVESTIGATIVE EQUIPMENT AND SUPPLIES
FSC/PSC Codes: 6550, 0000

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Faro Technologies, Inc
250 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
www.faro.com

Contract Number: GS-07F-197GA
Period Covered by Contract: September 29, 2017 - September 28, 2022
Contract Administrator: Steven Barthel
Business Size: Other than Small Business

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers with appropriate cross-reference to item descriptions and awarded prices:

Special Item Number (SIN)	Special Item Number Description	Awarded Price Page
325412/STLOC	Criminal Investigative Equipment and Supplies	Page 4 and 5
NEW/STLOC	Introduction of New Supplies and Services	Page 6
OLM/STLOC	Order-Level Materials (OLMs)	Defined at Order Level

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

SIN	Part Number	GSA Price
325412/STLOC	SMA51000	59.84
NEW/STLOC	SP-01	8,478.59

1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable

2. Maximum Order: \$250,000

3. Minimum Order: \$500

4. Geographic Coverage: Domestic Delivery Only

5. Points of Production: U.S.A., Germany, Italy, Sweden

6. Discounts from List Prices or Statement of Net Price: Prices shown herein are net prices.

7. Quantity Discounts: None

8. Prompt Payment Terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign Items: Germany, Italy, Sweden

11a. Time of Delivery: 30 - 45 Days ARO

11b. Expedited Delivery: Contact Contractor

11c. Overnight and Two-Day Delivery: Contact Contractor

11d. Urgent Requirements: Please note the urgent requirements clause of this contract and contact contractor.

12. F.O.B. Point: Origin - Prepaid by Seller

13a. Ordering Address:

FARO Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address:

FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368

15. Warranty Provision: The limited warranty covers defects in materials and workmanship in FARO-brand products or other products sold by FARO to the customer. Products sold by FARO include a one year limited warranty under this contract.

16. Export Packing Charges (if applicable): N/A

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase threshold): Government purchase cards are not accepted above the micro-purchase threshold.

18. Terms and Conditions of Rental, Maintenance, and Repair: N/A

19. Terms and Conditions of Installation: N/A

20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices: N/A

20a. Terms and Conditions for Any Other Services: N/A

21. List of Service and Distribution Points: N/A

22. List of Participating Dealers: N/A

23. Preventative Maintenance: N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). N/A

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) Number: 617308929

26. Notification Regarding Registration in System for Award Management (SAM) Database: FARO Technologies, Inc. is registered in the SAM Database.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM SOLOMON DIVING, INC.
FOR UNDERWATER REPAIRS AND MODIFICATIONS TO THE
INTAKE DIFFUSERS AND CHEMICAL FEED LINE AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Solomon Diving, Inc. has provided the City with a proposal for underwater repairs and modifications to the intake diffusers and chemical feed line in the north and south Water Treatment Plant intake cribs in the total estimated amount of \$28,750.00.
2. Funds are available in the Water Treatment Plant account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Solomon Diving, Inc. in the total estimated amount of \$28,750.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 21, 2020.

ATTACHMENTS:
 Staff Report
 Contract
 Proposal

 Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 10, 2020

Subject: Intake Diffuser Repair

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: September 21, 2020

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Solomon Diving in the amount of \$28,750.00 for underwater repairs and modifications to the intake diffusers and chemical feed line in the north and south Water Treatment Plant intake cribs.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of plant equipment and infrastructure contributes to their longevity and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant.

DISCUSSION:

The Water Treatment Plant is supplied with water from Lake Michigan through a 66-inch intake pipeline that extends almost a mile into the lake where two crib structures are located. To inhibit the growth of zebra mussels and meet water treatment requirements, sodium hypochlorite is fed through an HDPE chemical feed line installed within the existing 66-inch intake and is released through diffusers at both cribs. During the annual inspection of the intake on June 6, 2020, the inspecting diver found the hardware securing both diffusers in place had failed. The diffusers are not currently in a fixed position which is causing diffuser damage and excessive strain on the HPDE chemical feed line. In addition to making the repairs, it was recommended to lower the diffusers below the crib vanes to minimize chaffing and to prevent a chemical release into the surrounding environment.

Therefore, the two regional companies that are qualified to perform this type of repair of work, Solomon Diving and Underwater Construction Corporation, were contacted for proposals. Both companies were provided the same scope of work and information to ensure fair, competitive proposals. Solomon Diving provided a proposal for \$28,750.00. Underwater Construction Corporation declined due to having no crews available to perform the work.

Upon review of the proposal from Solomon Diving, it was found to meet the requirements presented in the scope of work and at a reasonable cost. Solomon Diving has performed inspection and repair work in the past and has done an excellent job. Therefore, it is recommended that the City Council accept the proposal from Solomon Diving in the amount of \$28,750.00.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant account #591-591-55300-930.000.

CITY OF
Wyoming
MICHIGAN

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

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"Effective Date" means: August 27, 2020.

"Items" means the parts, equipment or other items or services the City is purchasing from the Contractor as itemized in the Proposal.

"Proposal" means the Contractor's proposal attached as Exhibit B.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Contract Standard Terms and Conditions."

"Contractor" means: Solomon Diving, Inc.
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
6450 Stadler Road
[Contractor's street address]
Monroe, MI 48162
[Contractor's city, state & zip]

TERMS AND CONDITIONS

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

1. Contractor will supply the services and items as detailed in the Proposal.
2. The 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 and Conditions. 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. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Contractor.

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

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

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

Solomon Diving, Inc.

By: Bret A. Solomon
[Signature officer, director or principal of Contractor]
Bret A. Solomon, President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: Sept 14, 2020

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions ("Standard Terms") apply to any contracts to which the City of Wyoming (the "City") is a party ("City Contract") unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City ("Contractor") attests it complies with and will comply with these Standard Terms.
2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. 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.
3. Permits and Inspections. Unless the City Contract or the Proposal states otherwise, Contractor will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the City Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will also ensure all inspections required by local, state, and federal agencies and codes are performed.
4. Grant Compliance. If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. Qualifications. Contractor represents and promises that:
 - A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.
 - B. Neither Contractor nor any subcontractor or their respective 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 within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract 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 presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. Nondiscrimination. Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. "Sexual orientation" means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).
7. Ethical Standards. 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 the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any change in this circumstance.
8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or 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.
9. W-9. Before beginning work, Contractor and subcontractors will return by e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form).
10. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend all actions against the City or the City's officers or employees for any

alleged infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all materials and items supplied under the City Contract shall be new, the best of their respective kind and free from defects.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during the work and cleanup and remove of all debris resulting from the work. Disposal will comply with applicable law and Contractor shall retain and, upon request, provide the City copies of any required manifest and other disposal documentation.

14. Restoration. Contractor shall restore, without expense to the City, property damaged during or as a result of work under the City Contract to a condition similar and equal to that existing before such damage. If Contractor fails to make such repairs or restoration, the City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide the City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for items provided or installed under the City Contract, and will ensure warranties for such items are held by or assigned to the City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the work provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under the City Contract. Contractor will hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's work under the City Contract. Contractor will reimburse the City for or pay in the City's stead costs the City may incur 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 the City Contract.

17. Insurance.

<p>COMMERCIAL GENERAL LIABILITY</p> <p>Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations</p> <p>Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p>
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<p>AUTOMOBILE LIABILITY INSURANCE</p> <p>Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION</p> <p>Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>EXCESS/UMBRELLA INSURANCE</p> <p>Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p>ADDITIONAL INSURED</p> <p>If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.</p>

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless the City Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Contractor is wholly independent of the City and none of Contractor's 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. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

ACKNOWLEDGEMENT

Contractor acknowledges receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.

EXHIBIT B



Complete Underwater Service/Specialists

August 27, 2020

Page 1 of 2

'REVISED'

City of Wyoming Water Treatment Plant
16700 New Holland St.
Holland, MI 49424

Attn: Dan Kleinheksel

This is a revised proposal for the services of Solomon Diving, Inc. to Dan Kleinheksel of the City of Wyoming WTP for the underwater repairs and modifications to the offshore intake diffusers and chemical feed line of the North and South intakes as requested.

Solomon Diving, Inc. will provide a five to six (5-6) member dive team and all necessary dive equipment utilizing surface supplied air systems with voice communications in compliance with OSHA, MIOSHA, ADCI, and Solomon Diving, Inc. standards to perform this project.

This project will be performed in two (2) phases.

Phase 1

Inspections and measurements of the offshore intake structures in preparation for constructing and installing new halo/diffuser assemblies.

Phase 1 is estimated to require one (1) 8-hour workday
including per diem

\$ 4,760.00

Mobilization/Demobilization for Phase 1

\$ 1,540.00

(Continued on Page 2)

*Prevailing wage rates are not represented in this proposal.

**This proposal is valid for 30 calendar days from this date.

***Payment Due Upon Invoice Receipt.

****Accounts not paid within 30 calendar days of the invoice date will be charged a \$25.00 fee and 1 ½% interest compounded monthly.

**ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND
WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.**



Complete Underwater Service/Specialists

August 27, 2020

Page 2 of 2

'REVISED'

City of Wyoming Water Treatment Plant
16700 New Holland St.
Holland, MI 49424

Attn: Dan Kleinheksel

This is a revised proposal for the services of Solomon Diving, Inc. to Dan Kleinheksel of the City of Wyoming WTP for the underwater repairs and modifications to the offshore intake diffusers and chemical feed line of the North and South intakes as requested.

(Continued from Page 1)

Phase 2

Modification and relocation of the North and South chemical feed line diffusers and addition of a restraint mechanism for the North intake chemical feed line. For this phase, the final determination of means and method will be made at the conclusion of the Phase 1 inspection dive evolution.

Phase 2 is estimated to require up to four (4) 8-hour workdays including per diem @ \$4,760.00 per 8-hour workday \$19,040.00

Due to the multiple variables yet to be determined with the Phase 1 inspection dive, this project will be quoted on a "Not To Exceed" basis.

Parts and Materials \$ 1,870.00

Mobilization/Demobilization per occurrence \$ 1,540.00

Total "Not To Exceed" amount as proposed \$28,750.00

Thank You.

Sincerely,
Bret A. Solomon

Bret A. Solomon, President
Solomon Diving, Inc.
6450 Stadler Road
Monroe, MI 48162
734-242-4777

www.solomondiving.com

*Prevailing wage rates are not represented in this proposal.

**This proposal is valid for 30 calendar days from this date.

***Payment Due Upon Invoice Receipt.

****Accounts not paid within 30 calendar days of the invoice date will be charged a \$25.00 fee and 1 ½% interest compounded monthly.

ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.



Complete Underwater Service/Specialists

Service Authorization

I, _____, being an authorized representative of
(Print Name)

_____, accept the proposal
(Company Name)

dated _____ by Solomon Diving, Inc.

(Signature – Authorized Representative)

(Date)

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENT ONE OF THE 2021 EMERGENCY
COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT

WHEREAS:

1. On August 5, 2019, City Council approved Resolution number 26455 accepting an agreement with Consumers Energy to participate in the Consumers Energy Demand Response Program through September 30, 2023.
2. As detailed in the attached staff report, Consumers Energy has provided the City with amendment one modifying the agreement to a higher nomination that will increase the Consumers Energy rebate from \$44,800.00 per year to \$58,800.00 per year.
3. It is recommended the City Council accept the amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept amendment one of the 2021 Emergency Commercial and Industrial Demand Response Customer Agreement.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the amendment from Consumers Energy.

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 September 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amendment
Agreement

Resolution No. _____

STAFF REPORT

Date: September 10, 2020

Subject: Demand Response Agreement with Consumers Energy

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: September 21, 2020

RECOMMENDATION:

It is recommended that the Mayor and City Clerk sign amendment #1 of the 2021 Emergency Commercial and Industrial Demand Response Customer Agreement between the City of Wyoming and Consumers Energy.

COMMUNITY, SAFETY, STEWARDSHIP:

It is incumbent upon us as a public utility to keep our costs as low as possible. Amending the Demand Response Agreement will realize an additional savings of \$42,000.00, enabling us to keep energy rates as low as possible.

DISCUSSION:

Both utility plants entered into a four-year agreement to participate in the Consumers Energy Demand Response Program in 2019, per resolution no. 26455. This program rewards its participants through energy rebates for the capacity to remove load from the electrical grid during an emergency event. Each utility plant has two large standby generators capable of supplying significant power to the plants, thereby reducing load on the electrical grid. Per the agreement, emergency events are limited to five events up to four hours each per contract year.

The Water Treatment Plant has been approved by Consumers Energy to increase the agreement nomination from 1,600kW to 2,100kW per event beginning June 1, 2021. Amending the agreement to the higher nomination will increase the Consumers Energy rebate from \$44,800.00 per year to \$58,800.00 per year. The rebate increase of \$14,000.00 per year results in the Water Treatment Plant realizing an additional savings of \$42,000.00 over the remaining three contract years. Therefore, it is recommended the Mayor and City Clerk sign amendment #1 of the 2021 Emergency Commercial and Industrial Demand Response Customer Agreement.

BUDGET IMPACT:

Amending the agreement will result in significant energy savings in the Water Treatment Plant's energy budget.

2021 Emergency Commercial and Industrial Demand Response Customer Agreement

Amendment # 1

Effective Date: 6/1/2021

This is Amendment # 1 to the Emergency Commercial and Industrial Demand Response Customer Agreement with an effective date of August 5, 2019 (the "Agreement") between Consumers Energy Company and The City of Wyoming (the "Customer")
2350 Ivanrest Ave. SW Address Wyoming, MI 49418 City, State and Zip.

The parties agree to the following revisions:

- 1. On page 8 the "Estimated Capacity" for contract account number 100000209542 located at 16700 New Holland will be changed from 1600kW to 2100kW.

In all other respects the terms and conditions of the Agreement remain effective.

In WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Amendment by their authorized representatives as of the dates below.

Consumers Energy Company

The City of Wyoming

(Customer)

Signed **Allen Bacon**
Digitally signed by Allen Bacon
DN: cn=Allen Bacon, ou=Business
Customer Care,
email=allen.bacon@cmsenergy.com, c=US
Date: 2020.09.08 17:32:36 -04'00'

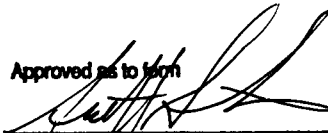
Signed _____

Print or Type Name Allen Bacon

Print or Type Name _____

Date September 8, 2020

Date _____

Approved as to form


Scott G. Smith, City Attorney
Date: 9/16/2020



2020 EMERGENCY WITH GENERATOR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: August 5, 2019
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:
The City of Wyoming
(Legal Name)

ONE ENERGY PLAZA
JACKSON MI 49201-2357

2350 Ivanrest Avenue SW
(Street & Number)

Wyoming, MI 49418
(City, State & Zip Code)

- 1. Initial Term:** Shall commence on June 1, 2020 and shall run through (select one):
 - September 30, 2020 (1 year)
 - September 30, 2021 (2 years)
 - September 30, 2022 (3 years)
 - September 30, 2023 (4 years)
- 2.** This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Period (June 1 through October 1). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission. Notice of renewal of participation in the Program by the Customer to the Company shall be made in writing and mailed using the United States Post Office first-class mail. Customer's notice to renew participation in the Program shall be sent to Consumers Energy Company, Attention: Customer Services - DR Program, 165 W Michigan Avenue, Jackson, MI 49201.
- 3. Payment Revisions.** The Company will notify each customer enrolled in a multi-year agreement by July 1 of the price for the following Program Period and will submit a contract change order to the customer identifying any necessary changes and requesting signatures of approval. If either the Program's Emergency Capacity Payments or Emergency Event Energy Payments increase by greater than 10% year to year, this Agreement shall automatically terminate and the customer and the Company may reopen negotiations for a new Program Agreement for the following year. If the Parties mutually agree to new annual payment amount(s), the new payment(s) shall become effective June 1 of the following year and continue throughout the Program Period beginning June 1 (i.e. June 1 through September 30). In the event that the Program's Emergency Capacity Payment or Emergency Event Energy Payment increase by less than 10% year over year, the new payment amount(s) shall become effective on June 1 and continue throughout the Program Period beginning June 1 (i.e. June 1 through September 30).
- 4. Program Description.** Participants in the Program help reduce peak demand when energy use is the highest and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency

Capacity Payment for the capacity amount specified in this Agreement within 60 days of the Effective Date of the Agreement.

5. **Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
6. **System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the System, which includes site devices owned by Consumers Energy that can enable direct load management, power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the System equipment or installation of the System equipment.
7. **Customer Support Requirements.**
 - a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
 - b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
 - c. **Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the System.
 - d. **Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.
8. **Program Rules.** The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. The current terms are summarized below:

Program Availability	During the Program period of June 1 – September 30, emergency events could be called at any time Monday through Friday between 11 am and 7 pm in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
Event Frequency and Duration	Emergency Events – Up to five (5) events during the Program Period, each up to four hours each.
Advanced Notification	Emergency Events – Customer will receive at least a thirty (30) minute but no more than a twelve (12) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.

Dispatch Readiness Test	After Customer's Energy Reduction Plan has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
Audit	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Period to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance.
Online Portal	Customer will have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1 and will remain active until the season concludes on September 30.

9. Customer capacity.

- a. **Contracted Capacity.** For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior summer consumption data and pre-enrollment load reduction testing.
- b. **Delivered Capacity.** For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten Day Baseline. The Ten Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. An alternative baseline may be used, so long as it is pre-approved by MISO.

10. Environmental. In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart IIII, 40 CFR Part 60 Subpart JJJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.

- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.

11. Payments to Customer.

- a. **Emergency Capacity Payments.** Consumers Energy will pay Customer an Emergency Capacity Payment price of \$25/kW ("Capacity Rate") of Contracted Capacity capped at 120% per Program Period as defined in section 9(b) above for a one (1) year contract; \$26/kW for a two (2) year contract, \$27/kW for a three (3) year contract and \$28/kW for a four (4) year contract. Consumers Energy will pay Customer the Capacity Rate multiplied by the Contracted Capacity. The Capacity Payment will be made within sixty (60) days of the Effective Date of the Agreement by both Parties.
- b. **Emergency Event Energy Payments.** In Program Periods when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$50/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 9(b) above.
- c. **Underperformance.** If Customer fails to deliver their total Contracted Capacity for an Emergency Event ordered by Consumers Energy, as provided for in this Agreement, the following shall occur: (i) Customer shall be assessed the real time commodity price (\$/MWh), as determined by the MISO Midwest Energy Market, for the kW curtailment which was underperformed per event; and (ii) Customer's future Contracted Capacity will be reduced to the amount of load reduced during the Emergency Event for the balance of this Agreement.

12. Payment Timing. After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill.

13. Cancellation. Customer may cancel this Agreement any time before December 31, 2019. Cancellation requests must be submitted in writing to: ConsumersEnergy.DemandResponseProgram@cmsenergy.com. If Customer cancels after program equipment has been installed, Customer will incur a cancellation fee of \$300.

14. Confidentiality.

- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 14(a) above, Confidential Information does not include any information that:

- i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;
- ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;
- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

15. Limitation of Liability. Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid to Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

16. Additional Terms.


- a. Customer also agrees, with respect to Consumers Energy's management of the System, it:
 - i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the System and shall use the System solely for its Internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
 - ii. shall use the System in accordance with all applicable law;
 - iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
 - iv. expressly disclaims any passing of title to the System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
 - v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the System and to use reasonable care to prevent the System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.
- b. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the

Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

- c. **Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.
- d. **Warranty Limitations.** THE SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. **Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

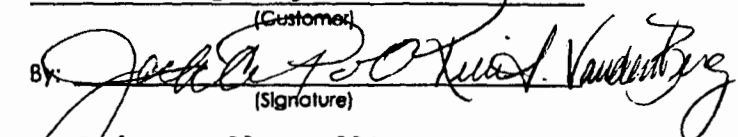
CONSUMERS ENERGY COMPANY

By: 
(Signature)

Kevin A. Ludwig
(Print or Type Name)

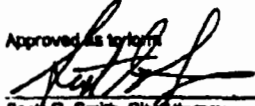
7/26/2019
(Date)

City of Wyoming
(Customer)

By: 
(Signature)

Jack A. Poll & Kelli A. Vandenberg
(Print or Type Name)

8-8-2019
(Date)

Approved as to form

Scott G. Smith, City Attorney
Date: 07.30.2019

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM BLACK & VEATCH LTD OF
MICHIGAN TO COMPLETE A PROCESS ASSISTANCE STUDY AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Black & Veatch Ltd. of Michigan has provided the City with a proposal to complete a process assistance study at a total estimated cost of \$24,860.00.
2. It is recommended the City Council accept the proposal.
3. Funds are available in sewer fund account number 590-590-54300-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Black & Veatch Ltd. of Michigan to complete a process assistance study.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Standard City Professional Service Contract

Proposal

Resolution No. _____

STAFF REPORT

Date: September 10, 2020
Subject: Process Assistance Study
From: Jon Burke, Clean Water Plant Superintendent
Meeting Date: September 21, 2020

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Black & Veatch Ltd of Michigan to complete a process study at a cost of \$24,860.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. It is of vital importance to keep the biological process running at an optimal level to minimize the need for chemical addition which would have a negative impact on the new UV disinfection system.

DISCUSSION:

With the expected completion of our new UV disinfection system in the fall of 2021, it will be imperative to have complete control on our biological treatment process. The ability to create the right conditions for biological phosphorus treatment can be the most difficult part of the treatment process and can result in thousands of dollars in chemicals to recover from even the shortest upset in that process. Ferric chloride addition is currently our back up plan for phosphorus removal and chemical addition of any kind can have a detrimental impact on the efficacy of any UV system. We would benefit greatly from an engineering study that could analyze the current treatment train and make suggestions as to how we can optimize our biological processes to hopefully eliminate or at least reduce the need for ferric addition in the future.

BUDGET IMPACT:

The cost to perform this work is \$24,860. Sufficient funds were budgeted for and exist in the Sewer Fund Account #590.590.54300.801.000

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,500)

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: September 16, 2020.

"Professional" means: Black & Veatch Ltd. of Michigan
[Name of professional entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3351 Claystone Street, Suite G-100, Grand Rapids, MI 49546
(3550 Green Court, Ann Arbor, MI 48105)

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Clean Water Plant Process Modeling Assistance
[Detail the work: e.g., "design and construction services for . . ." "appraisal of . . ." "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

The last sentence of section 17 (following the table) is altered to read as follows:
[Identify those the City Attorney have agreed may be waived or write "None."]

"Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance and, if requested, Professional will allow City personnel to review the Professional's policies and endorsements at Professional's Grand Rapids, Michigan office."

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

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

City of Wyoming

Black & Veatch Ltd. of Michigan
[Professional's name]

By: _____
Jack A. Poll, Mayor

By: _____
[Signature officer, director or principal of Professional]
David S. Koch, P.E., Associate Vice President
[Typed/Printed Name & Title of Person Signing for Professional]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: September 15, 2020

Date signed: _____, 2020

Approved as to form: 

Scott G. Smith, City Attorney

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

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

3. Approvals. Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. Grant Compliance. If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. Qualifications. Professional represents and promises that:

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional nor any subcontractor or their respective 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 within 3-years preceding the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (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 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 within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it

may be entitled the City may recover all moneys paid to Professional, 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) sustained as a result of non-compliance with this representation and promise.

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

6. Diversity and Inclusion. Professional 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/>).

7. Ethical Standards. Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.

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

10. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

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

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional 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 applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

EXCESS/UMBRELLA INSURANCE

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

**Exhibit B
Proposal**



September 8, 2020

Jon Burke
City of Wyoming
Clean Water Plant
2350 Ivanrest SW
Wyoming, MI 49418

Subject: CWP Process Assistance

Dear Mr. Burke:

Black & Veatch is pleased to submit this proposal to provide process engineering services for the City of Wyoming (City) Clean Water Plant (CWP).

PROJECT UNDERSTANDING AND BACKGROUND

The Wyoming CWP is designed to handle an annual average influent wastewater flow rate of 22 mgd. Based on the performance of the treatment plant with the Stage 2 improvements project, the CWP can meet the effluent total phosphorus limits of 1 mg/L on a fairly consistent basis. Biological phosphorus removal has been able to achieve these effluent phosphorus limits since the Stage 2 improvements, but there have been periods of unstable operation that have required either chemical addition or have resulted in elevated effluent concentrations. The goal of this project is to review process data for the CWP, perform process simulations to identify limitations, provide observations and recommendations to improve plant performance as well as training for the City operations staff.

PROPOSED SCOPE OF WORK

Detailed task descriptions of the services that will be performed by Black & Veatch are included below. Resumes of proposed team members to conduct the work can be provided upon request.

TASK 101 – DATA REQUEST AND EVALUATION

Black & Veatch has received portions of process data related to the activated sludge process over the past several years. As part of the data request, we will consolidate our data sets and request data from the City to fill in the data gaps over the past three years related to biological phosphorus removal and process stability. The data request will focus on existing data for this evaluation.

Utilizing three years of wastewater and operations data, Black & Veatch will explore correlations between operational setpoints, wastewater characteristics, and effluent performance to define potential limitations for the biological processes and performance. A probabilistic approach to data analysis will be developed utilizing Python code, and statistical correlations will be delivered as part of the final report. The data analysis will also be used to understand potential areas to explore using process modeling, and to develop a representative dynamic simulation input for process performance evaluation.



TASK 102 – EXPLORATORY PROCESS MODELING

Exploratory modeling software will focus on identifying the underlying biological and chemical drivers for process instability using Sumo™ software. The existing BioWin™ model developed for past City projects will be updated based on more recent data and modified to focus on biological phosphorus removal. The dynamic simulation input developed in Task 101 will be simulated in the process model under three scenarios. The first scenario will be under current operating conditions. The remaining two scenarios will be identified during a project conference call and will be based on a collaborative discussion between Black & Veatch and City staff. This call will be conducted at the beginning of Task 102 and will include a discussion around the results of Task 101 and brainstorming for the scenarios for simulation.

TASK 103 – OPTIMIZATION MEMORANDUM

A draft technical memorandum will be delivered to the City that summarizes the following aspects of the project:

- Data analysis and performance correlations
- Results of exploratory process modeling investigations
- Identification of potential causes of process and EBPR instability
- Recommended operational or low capital modifications to improve process stability
- Summary of potential operational tools and testing to improve the ability to identify root causes of process instability

The draft technical memorandum will be provided in PDF format and reviewed with City staff in a virtual workshop. Comments will be incorporated into a final technical memorandum and delivered to the City in PDF format.

TASK 104 – OPERATIONS TRAINING

Black & Veatch will prepare and participate in four, one-hour virtual training sessions focused on enhanced biological phosphorus removal (EBPR) and process stability. The senior process engineer will attend and participate in the meetings. The topics for the four training sessions will be:

- Fundamentals of EBPR
- Operational tools and considerations for EBPR systems
- Wyoming CWP performance and improvements (Part I)
- Wyoming CWP performance and improvements (Part II)

TASK 105 – PROJECT MANAGEMENT AND ADMINISTRATION

Black & Veatch will provide project supervision, direction, and coordination with the City's management and staff. Project administration and management also includes budget and schedule control, document control, coordination of activities, monthly invoicing and project close-out for the duration of the project period. Black & Veatch will discuss and receive written approval from the City before proceeding with any scope changes to the project services.

LEVEL OF EFFORT AND ANTICIPATED SCHEDULE

Please refer to the attached Level of Effort and Fee for the services as described herein totaling a not to exceed value of \$24,860. Services will be billed based on billing rate basis in accordance with the below rate schedule. We anticipate completing work associated with all services described herein within three months of receiving a Notice to Proceed and receipt of monitoring data from the City.

Billing Classification	Billing Rate (\$/hour)
Project Director	310
Senior Project Manager	240
Senior Process Engineer	265
Process Engineer	140
Process Engineering QA/QC	300
Finance	125
Administrative	95

We truly appreciate the opportunity to continue our relationship with the City of Wyoming. If you have any questions, feel free to contact Heather Cheslek at CheslekHA@bv.com or 616-710-3446.

Very truly yours,

BLACK & VEATCH LTD OF MICHIGAN

David S. Koch, PE
Associate Vice President

Enclosure(s)

cc: Heather Cheslek, PE – BV
Leon Downing, PhD, PE – BV

City of Wyoming
Clean Water Plant Process Assistance

Level of Effort
8-Sep-20

Task	Project Director	Senior Project Manager	Senior Process Engineer	Process Engineer	QA/QC Process Engineer	Finance	Admin. Support	Total Hours	Total Labor	Subconsultants, Expenses, Allowances	Total Fee
2020 Hourly Billing Rates	310	240	265	140	300	125	95				
Task 101 - Data Request and Evaluation			8	20				28	\$4,920		\$4,920
Task 102 - Exploratory Process Modeling			8	50	1			39	\$6,620	50	\$6,620
Task 103 - Optimization Memorandum		1	22	6	1		2	32	\$7,400	50	\$7,400
Task 104 - Operations Training		1	12					13	\$3,420	50	\$3,420
Task 105 - Project Management and Administration	1	5				6		13	\$2,500	50	\$2,500
Total	1	8	50	56	2	6	2	125	\$24,860	\$0	\$24,860

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR THE
BURLINGAME PUMP STATION REPLACEMENT PROJECT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, bids were received for the Burlingame pump station replacement project.
2. It is recommended the City Council accept the low bid from Davis Construction, Inc. in the amount of \$1,986,000.00.
3. It is further recommended that the City Council authorize an additional 10%, or \$198,600.00, of the bid value for construction contingency for a total estimated cost of \$2,184,600.00.
4. Funds for the Burlingame pump station replacement project will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the Burlingame pump station replacement project to Davis Construction, Inc. in the total estimated amount of \$2,184,600.00.
2. The City Council does hereby approve the attached budget amendment.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 21, 2020.

ATTACHMENTS:
Budget Amendment
Staff Report
Prein & Newhof Letter
Tab Sheet

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 14, 2020
Subject: Burlingame Pump Station Replacement
From: Robert Veneklasen, Water Plant Superintendent
Meeting Date: September 21, 2020

RECOMMENDATION:

It is recommended the City Council Approve the bid proposal received from Davis Construction for construction of the replacement pump station and removal of the existing pump station at a cost of \$1,986,000.00 along with a 10% contingency allotment of \$198,600.00 for a total of \$2,184,600.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The replacement of the original pump station will allow the City to maintain its current level of service to its water customers more efficiently through the use of newer pumps and with less cost for maintenance of the electrical equipment and building maintenance.

DISCUSSION:

The Burlingame site contains two 2.5-million-gallon water storage tanks and one pump station. The Reliability Study recommendation to rehabilitate the tanks and construct a replacement pump station was addressed in two phases. Both phases were designed by Prein & Newhof along with construction management and oversight. Phase I is currently underway with the rehabilitation of the water storage tanks one at a time. Phase II is the replacement of the 70-year-old pump station.

Project specifications were sent to 20 different contractors and bids were solicited for the construction of the replacement pump station and razing of the existing pump station. Bids were opened on September 1, 2020, and were as follows:

FIRM	BID PRICE
Davis Construction	\$ 1,986,000.00
Erhardt Construction Company	\$ 2,018,000.00
Grand River Construction	\$ 2,163,600.00
SKYE Contracting	\$ 2,031,200.00
Triangle Associates	\$ 2,119,000.00

Prein & Newhof have reviewed the bids received and the bidders' qualifications and have recommended the City award the project to Davis Construction. Davis Construction most recently performed the successful reconstruction of the Holland Interconnection Building at the Water Treatment Plant. City Staff concurs with the recommendation by Prein & Newhof.

BUDGET IMPACT:

The construction project cost of \$1,986,000.00, along with the contingency of \$198,600 for a total cost of \$2,184,600.00, is to be transferred from the water fund working capital to the capital outlay account 591-591-57300-986.444. Budget amendment is attached.

September 3, 2020
2180582

Mr. Robert Veneklasen
City of Wyoming
16700 New Holland Street
Holland, MI 49424

RE: Contract No. 1 - Burlingame Pumping Station

Dear Bob:

Please find enclosed for your use the bid tabulation for the subject project. Davis Construction is low bidder in the amount of \$1,986,000.00.

We confirmed that Davis Construction is comfortable with their bid and we are aware of similar projects they have completed in the past. We recommend awarding the project to Davis Construction.

If you have any questions, please feel free to contact us.

Sincerely,

Prein&Newhof

Peter Brink

Digitally signed by Peter Brink
DN: C=US,
E=pbrink@preinnewhof.com,
O=Prein&Newhof, CN=Peter Brink
Reason: I have reviewed this
document
Date: 2020.09.03 13:49:26-04'00'

Peter W. Brink, P.E.

Enclosures: Bid Tabulation

Owner: City of Wyoming	1st	2nd	3rd	4th
Project Title: Contract No. 1 - Burlingame Pumping Station	Davis Construction 4457 40th St Kentwood, MI 49512	Erhardt Construction Company 6060 Fulton St East Ada, MI 49301	SKYE Contracting 3631 44th Street SE, #D Grand Rapids, MI 49512	Triangle Associates 3769 Three Mile Rd NW Grand Rapids, MI 49534
Bid Date & Time: September 1, 2020 at 11:00 am	Project #: 2180582			
BID SUMMARY				
Base Bid	\$1,986,000.00	\$2,018,000.00	\$2,031,200.00	\$2,119,000.00
SUBCONTRACTORS				
Site Work	Velting	Velting	Velting	Velting
Concrete	Davis	Proline	Jelsema	Jelsema
Masonry	Oosterhouse	Michigan Masonry	DV	Complete Enclosures
Painting	Dave Cole	Dave Cole	Dave Cole	Dave Cole Decorators
Mechanical	FHC	DHE	Northwest Kent	DHE
Electrical	DVT	Shoreline	DVT	DVT
Integration	WMI	WMI	WMI	WMI
MAJOR EQUIPMENT				
1 Horizontal Split Case Pumps (Section 43 23 21)				
Base Bid: Flowserve Worthington	\$120,768.00	\$140,800.00	\$140,800.00	\$140,800.00
Alternate:				
2 Pump Check Eccentric Plug Valves (Section 40 05 51)				
Base Bid: Dezurik	\$28,293.00	\$33,000.00	\$33,000.00	\$33,000.00
Alternate: Ross		Deduct \$3,900	Deduct \$3,900	Deduct \$3,900
3 AWWA Butterfly Valves (Section 40 05 51)				
Base Bid: Dezurik or Pratt	\$21,654.00	\$25,300.00	\$25,300.00	\$25,300.00
Alternate: Crispin		Deduct \$4,400	Deduct \$4,400	Deduct \$4,400
4 Surge Relief and Fill Valves (Section 40 05 51)				
Base Bid: Singer	\$32,486.00	\$37,900.00	\$37,900.00	\$37,900.00
Alternate: Ross		Deduct \$1,800	Deduct \$1,800	Deduct \$1,800
5 Monorail Hoist (Section 41 22 23.19)				
Base Bid: Chester	\$28,469.00	\$26,980.00	\$28,469.00	\$28,469.00
Alternate:				

Owner: City of Wyoming		5th Grand River Construction 5025 40th Ave Hudsonville, MI 49426
Project Title: Contract No. 1 - Burlingame Pumping Station		
Bid Date & Time: September 1, 2020 at 11:00 am	Project #: 2180582	
BID SUMMARY		
Base Bid		\$2,163,600.00
SUBCONTRACTORS		
Site Work		Velting
Concrete		GRC
Masonry		DV
Painting		Dave Cole
Mechanical		DHE
Electrical		Shoreline
Integration		WMI
MAJOR EQUIPMENT		
1	Horizontal Split Case Pumps (Section 43 23 21)	
	Base Bid: Flowserve Worthington	\$140,800.00
	Alternate:	
2	Pump Check Eccentric Plug Valves (Section 40 05 51)	
	Base Bid: Dezurik	\$33,000.00
	Alternate: Ross	Deduct \$3,900
3	AWWA Butterfly Valves (Section 40 05 51)	
	Base Bid: Dezurik or Pratt	\$25,300.00
	Alternate: Crispin	Deduct \$4,400
4	Surge Relief and Fill Valves (Section 40 05 51)	
	Base Bid: Singer	\$37,900.00
	Alternate: Ross	Deduct \$1,800
5	Monorail Hoist (Section 41 22 23.19)	
	Base Bid: Chester	\$29,900.00
	Alternate:	

Bid Tabulation Summary

Bid Date: September 1, 2020	Bid Time (Local): 11:00 AM
Owner: City of Wyoming	
Project Title: Contract No. 1 - Burlingame Pumping Station	
Project #: 2180582	

Number	Contractor Name	Bid Amount
1st	Davis Construction 4457 40th Street, Kentwood, MI 49512	\$1,986,000.00
2nd	Erhardt Construction Company 6060 Fulton St East, Ada, MI 49301	\$2,018,000.00
3rd	SKYE Contracting 3631 44th Street SE, #D, Grand Rapids, MI 49512	\$2,031,200.00
4th	Triangle Associates 3769 Three Mile Rd NW, Grand Rapids, MI 49534	\$2,119,000.00
5th	Grand River Construction 5025 40th Ave, Hudsonville, MI 49426	\$2,163,600.00

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated as per the attached Staff Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed item as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
Fire Station Waterproofing & Sealing	Helms Caulking & Repair Services LLC	\$18,125.00

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: September 14, 2020
Subject: Fire Station Waterproofing and Sealing
From: Dennis Van Tassell, Deputy Fire Chief
Meeting Date: September 21, 2020

RECOMMENDATION:

It is recommended the City Council accept Helms Caulking & Repair Services bid for waterproofing and sealing Fire Station 4.

COMMUNITY, SAFETY, STEWARDSHIP:

Waterproofing and sealing the fire station will not only protect the building but also the equipment and apparatus stored within.

DISCUSSION:

Due to the age of the structure, Fire Station 4 has developed failing mortar, caulking, and weatherproofing throughout its' exterior. On September 3, 2020 the Fire Department received 4 bids for waterproofing and sealing Fire Station 4, located at 1250 36th St SW. Ten invitations were sent to prospective bidders. All four bids met the specifications required by the Department.

The Department recommends awarding the bid to the lowest bidder, Helms Caulking & Repair Services.

Helms Caulking & Repair Services	\$ 18,125.00
Bornor Restoration, Inc.	\$ 27,648.00
Cusack's Masonry Restoration, Inc.	\$ 34,400.00
Davenport Masonry	\$ 40,100.00

BUDGET IMPACT:

Sufficient funds have been allocated in the building repairs and maintenance account #101-337-33800-930.000.

BID/PROPOSAL FORM

Bid/Proposal for Fire Station Water Proofing and Sealing

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 the City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:

YES NO

Section 3 Certified Contractor?

If yes, Dunns #: _____

Michigan License 2101069485

Are you, or the business owner related to any elected official or employee of the City?

If yes, list name and relationship: _____

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:

YES NO

Woman Owned Company?

Minority Owned Company?

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

Helms Caulking & Repair Services



BID/PROPOSAL FORM CONTINUED

A lump sum bid price shall be submitted for performing the work specified herein as a turnkey project. If any items, accessories or groups of items require to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

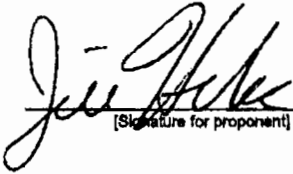
State bid price as per the specifications included herein \$ 18,125.00

Reminder: All warranties must be included with bid/proposal

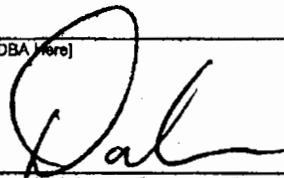
Helms Caulking & Repair Services

[Proponent's Complete Business Name]

[If Proponent is DBA include Full Proponent DBA here]



[Signature for proponent]



[2nd signature for proponent]

Jill Helms

[Printed name and title of person signing]

Dan Helms

[Printed name and title of 2nd person signing]

Date signed: 09/01/2020

180 Steele St. Suite E
Grand Rapids, MI 49534

[Proponent's street address]

616-278-3159

[Proponent's business phone]

[City]

[State]

[Zip]

616-299-9960

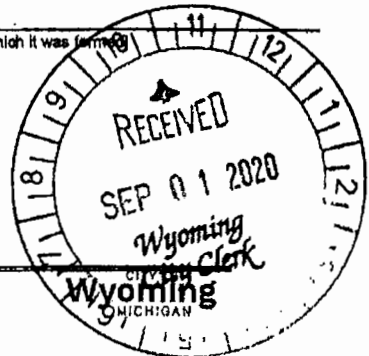
[Cell phone number(s) of person(s) signing for proponent]

dan@helmscaulking.com

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

LLC

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

FIRE STATION WATER PROOFING AND SEALING CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **Fire Station Water Proofing and Sealing** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of August 25, 2020 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

Helms Caulking & Repair Services LLC

"Contractor" means:

LEGAL NAME OF COMPANY _____

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

Michigan _____

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

180 Steele St. Suite E _____

STREET ADDRESS _____

Grand Rapids, MI _____ 49534 _____

CITY STATE ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Approved as to form: _____

Scott G. Smith, City Attorney

Contractor

By:  _____
Signature for Contractor

Jill M. Helms President
Printed Name & Title of Person Signing

Date signed: 09/01/2020