

NOTICE OF ELECTRONIC MEETING

Due to the Michigan Department of Health and Human Services (MDHHS) Emergency Epidemic Order requiring gathering restrictions and the Michigan Occupational Safety and Health Administration (MIOSHA) Emergency Rule 5.8 requiring remote-work where feasible in order to minimize the spread of the COVID-19 virus during the pandemic, and in accordance with the Open Meetings Act allowing electronic meetings, the Wyoming City Council meeting scheduled for Monday, November 16, 2020 at 7:00 p.m., will be held electronically. A copy of the full agenda for this meeting is available at <https://bit.ly/35iSqJW>.

Participate Via Zoom Meeting

The meeting will be conducted by Zoom. Those wishing to participate in the meeting may join the Zoom meeting online or by phone.

Online

Visit at

zoom.us/j/91550872577.

By Phone

Alternatively, those wishing to participate may call toll free.

1. Call [877.853.5257](tel:877.853.5257) or [888.475.4499](tel:888.475.4499)
2. When prompted, enter meeting ID number [91550872577](tel:91550872577) followed by the # key.

Watch Council Live

The meeting will also be shown live on WKTV (Comcast Cable Channel 26) and at wktv.org/live26.html.

Provide Public Comment

Those wishing to comment on agenda items or to raise other issues to the City Council may send written comments by e-mail, voice messages by phone, or online during the meeting. All written comments and all voice messages will be provided in full to all City Council members.

Email Comments – Email CityCouncilComments@wyomingmi.gov.

By Phone – Call 616.228.6179 to leave a voice message up to 3 minutes in length by 5:00 p.m. on the date of the meeting.

In Zoom Meeting – Follow the instructions above to join the zoom meeting. Public comment will also be taken during certain times at the meeting. If you are joining the meeting online or through the zoom app on a computer, click participants and use the raise hand during the public comment period. If you are joining the zoom meeting through a mobile device, click the more button and select raise hand. If you are calling in to the zoom meeting, press *9 to raise your hand during the public comment period.

Email City Council Members Directly – You can contact City Council members with their contact information provided at <https://bit.ly/2y6fYmS>.

Special Accommodations

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

Acomodación

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

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 16, 2020, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Roll Call**
- 4) Student Recognition**
- 5) Approval of Minutes**
From the November 2, 2020 Regular Meeting
- 6) Approval of Agenda**
- 7) 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.
- 8) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 10) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 11) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
20-04 Dedicate a Portion of City Property via Warranty Deed as City Right-of-Way at 1250 Belfield Street SW
- 12) Budget Amendments**
 - a) Budget Amendment No. 45 – To Appropriate \$418,992.35 of Additional Budgetary Authority in the Indigent Defense Fund and \$7,154.15 of Additional Budgetary Authority in the General Fund to Fund the Michigan Indigence Defense Commission Standards and Recognize \$417,296.09 of Associated Revenues from the State Grant, Interest and Contributions from Grandville, Kentwood and Walker

13) Consent Agenda

- a) Of Appreciation to Mary Bosker for Her Service as a Member of the Board of Review for the City of Wyoming
- b) Of Appreciation to Kenneth Sommerdyke for His Service as a Member of the Board of Directors of the Economic Development Corporation and Brownfield Redevelopment Authority of the City of Wyoming
- c) To Confirm the Appointment of Pamela Kay Brenzing as an Alternate Citizen Member of the Board of Review for the City of Wyoming
- d) To Set a Date for a Public Hearing on the Proposed City of Wyoming FFY 2021-2026 Consolidated Housing and Community Development Plan (1/4/2021 at 7:01 p.m.)

14) Resolutions

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

- e) To Approve and Authorize the Mayor and City Clerk to Sign a Legal Services Contract for City Prosecution
- f) To Authorize Payment to PK Contracting for Intersection Pavement Markings for 2020
- g) To Accept a Quote from Sentinel Technologies, Inc. for the Purchase of a Storage Area Network Device and to Authorize the Mayor and City Clerk to Execute the Contract
- h) To Accept a Proposal from Databank IMX, LLC for Enterprise Content Management Annual Maintenance and Support and to Authorize the Mayor and City Clerk to Execute the Contract
- i) To Extend the Bid for Water Meters, Strainers and Meter Equipment
- j) To Accept Amendment Number 1 from Black and Veatch LTD of Michigan to Amend the Scope of Services for the Ultraviolet Disinfection Project
- k) To Award the Bid for the Ultraviolet Disinfection Project at the Clean Water Plant and to Authorize the Mayor and City Clerk to Execute the Contract

16) Ordinances

- 16-20 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (128) to Rezone 4022, 4075 and 4111 64th Street SW from RO-1 and B-2 to PUD-4 (Final Reading)

17) Informational Material

18) Acknowledgment of Visitors

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

19) Closed Session (as necessary)

20) Adjournment

City of **Wyoming** Michigan

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

November 16, 2020

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 20-04

Subject: Dedicate a portion of City Property via Warranty Deed as City Right-of-Way at 1250 Belfield Street, SW

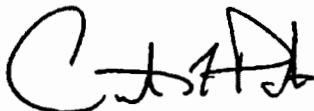
Councilmembers:

The City of Wyoming is desirous of acquiring additional right-of-way along the south side of Belfield Street west of Dehoop Avenue to allow space for the location of utilities. This property at 1250 Belfield Street is City property and the land is available to dedicate as additional right-of-way. The narrow strip of land serves as a grass parkway area adjacent to a City parking lot. The attached Warranty Deed transfers a 20' by 207' strip of land from the parcel at 1250 Belfield Street, SW, to the City of Wyoming to function as City right-of-way. The Warranty Deed conveys the property as shown on the attached Exhibit A drawing.

Grantor:	City of Wyoming
Grantee:	City of Wyoming
Address:	1250 Belfield Street, SW
Size:	20' x 207' (4,140 SF)
Consideration:	\$1.00

It is recommended that the City Council grant the Warranty deed, which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Warranty Deed

We Care
The Wyoming Community Cares



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

EXHIBIT "A"

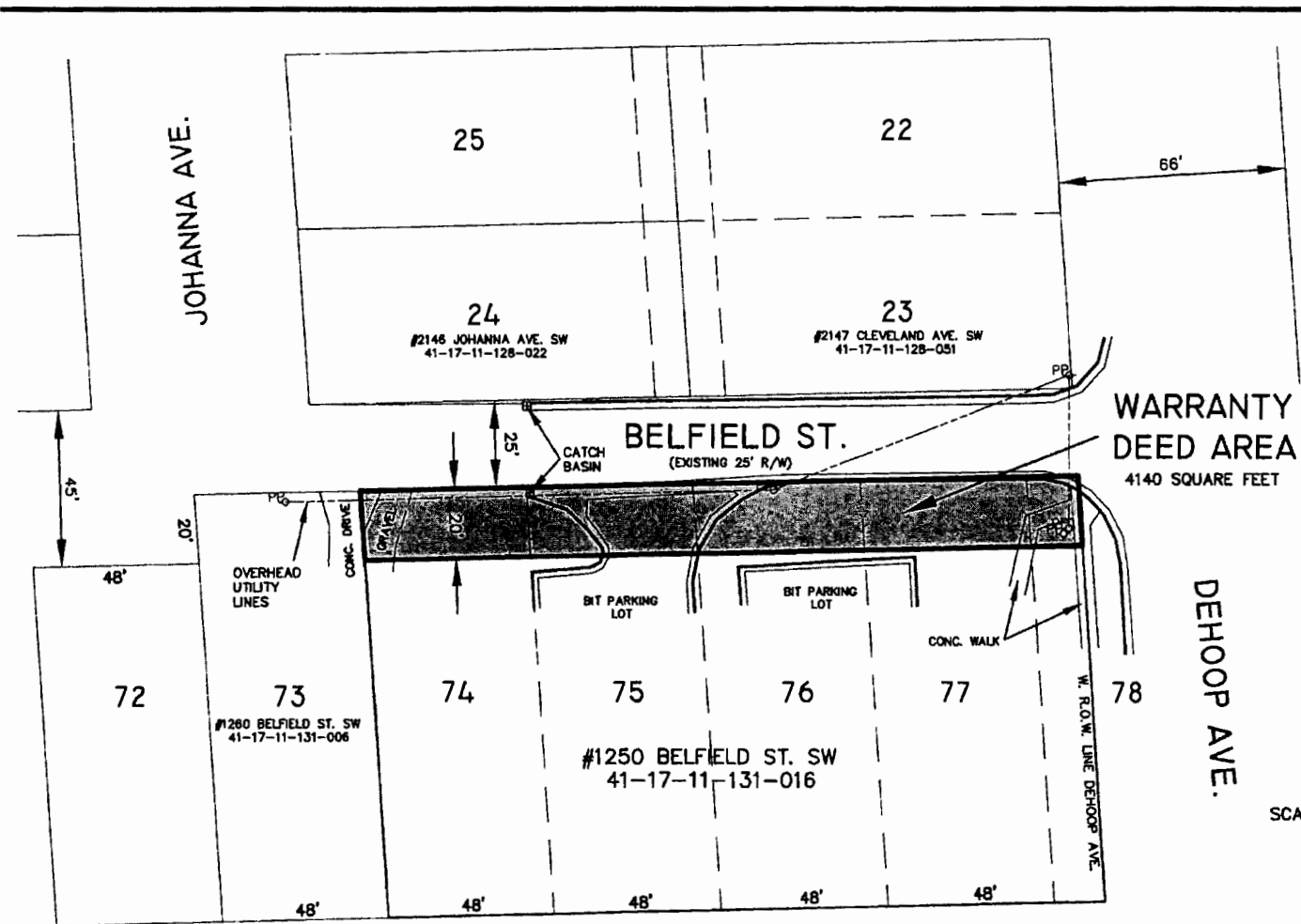
FOR: CITY OF WYOMING

DATE: 9-17-20

PROJECT NO: 20054

RE: #1250 BELFIELD ST. SW

WARRANTY DEED AREA : THE NORTH 20 FEET OF LOTS 74, 75, 76, 77 AND 78 LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF DEHOOP AVE., THOMAS WHALEN'S ADDITION TO THE CITY OF GRAND RAPIDS, ACCORDING TO THE RECORDED PLAT THEREOF, KENT COUNTY RECORDS.



WARRANTY DEED AREA
4140 SQUARE FEET



SCALE: 1"=40'



<p>meyers, buche & nies, inc. civil engineers/surveyors 1638 leonard st nw grand rapids, mi 49504 616-457-5030 fax 616-457-8244</p>	<p>LEGEND</p>	
	<p>☐ WOOD STAKE (SET)</p> <p>⊙ IRON STAKE (SET)</p> <p>● IRON STAKE (FOUND)</p> <p>— FENCE</p> <p>M = MEASURED</p> <p>P = PLATTED</p>	

THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON, THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

CITY OF WYOMING BUDGET AMENDMENT

Date: November 16, 2020

Budget Amendment No. 045

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$418,992.35 of additional budgetary authority in the Indigent Defense Fund and \$7,154.15 of additional budgetary authority in the General Fund to fund the Michigan Indigence Defense Commission standards and recognize \$417,296.09 of associated revenues from the State grant, interest and contributions from Grandville, Kentwood and Walker.

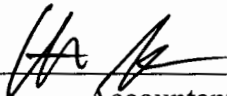
<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Indigent Defense Fund</u>				
State Grant				
260-571.000	-	129,743.83		129,743.83
Contributions from Local Units				
260-583.000	-	279,215.67		279,215.67
Interest on Investments				
260-664.000	-	1,182.44		1,182.44
Transfer from General Fund				
260-699.101	-	7,154.15		7,154.15
General Government - District Court - Salaries Temporary				
260-000-13600-707.000	28,231.74	1,182.18		29,413.92
General Government - District Court - FICA				
260-000-13600-715.000	2,164.01	563.51		2,727.52
General Government - District Court - Workers Comp Insurance				
260-000-13600-719.000	40.00	6.35		46.35
General Government - District Court - Operating Supplies				
260-000-13600-740.000	-	15,000.00		15,000.00
General Government - District Court - Operating Supplies-Equipment				
260-000-13600-740.300	15,127.67	13,872.33		29,000.00
General Government - District Court - Professional Services				
260-000-13600-801.000	10,000.00	50,000.00		60,000.00
General Government - District Court - Professional Services Legal Special Council				
260-000-13600-801.021	170,092.94	251,198.30		421,291.24
General Government - District Court - Software Services				
260-000-13600-806.000	7,200.00		7,200.00	-
General Government - District Court - Travel and Training				
260-000-13600-860.000	7,200.00		3,730.00	3,470.00
General Government - District Court - Insurance Liability				
260-000-13600-910.000	628.27	49.15		677.42
General Government - District Court - Administrative Exp				
260-000-13600-911.000	-	3,910.53		3,910.53

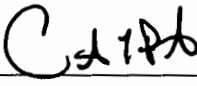
CITY OF WYOMING BUDGET AMENDMENT

Date: November 16, 2020

Budget Amendment No. 045

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
General Government - District Court - Other Services				
260-000-13600-956.000	-	57,900.00		57,900.00
General Government - District Court - Other Services - Participant Expenses				
260-000-13600-956.002	-	6,240.00		6,240.00
General Government - District Court - Capital Outlay Misc.				
260-000-13600-973.153	20,000.00	30,000.00		50,000.00
Fund Balance/Working Capital (Fund 260)		\$ -	\$ 1,696.26	
<u>General Fund</u>				
Transfer Out - Transfers - Transfers Indigent Defense Fund				
101-999-99900-999.260	-	7,154.15		7,154.15
Fund Balance/Working Capital (Fund 101)		\$ -	\$ 7,154.15	

Recommended: 
Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2020-2021 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO MARY BOSKER
FOR HER SERVICE AS A MEMBER OF THE BOARD OF REVIEW
FOR THE CITY OF WYOMING

WHEREAS:

1. Mary Bosker has served faithfully and effectively as a member of the Board of Review since January 21, 2019.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Mary Bosker for her dedicated service as a member of the Board of Review.

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 November 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO KENNETH SOMMERDYKE FOR HIS SERVICE
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE ECONOMIC
DEVELOPMENT CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY
OF THE CITY OF WYOMING

WHEREAS:

1. Kenneth Sommerdyke has served faithfully and effectively as a member of the Economic Development Corporation and Brownfield Redevelopment Authority since September 5, 2017.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Kenneth Sommerdyke for his dedicated service as a member of the Economic Development Corporation and Brownfield Redevelopment Authority.

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 November 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF PAMELA KAY BRENZING
AS AN ALTERNATE CITIZEN MEMBER OF THE BOARD OF REVIEW
FOR THE CITY OF WYOMING

WHEREAS:

1. Pamela Kay Brenzing has submitted an application requesting appointment to the Board of Review for the City of Wyoming.
2. A vacancy exists in the position of Alternate Citizen on the Board of Review for the City of Wyoming.
3. It is the desire of the City Council that Pamela Kay Brenzing be appointed to a regular term ending January 31, 2022.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Pamela Kay Brenzing as an Alternate Citizen member of the Board of Review for the regular term ending January 31, 2022.

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 November 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED
CITY OF WYOMING FFY 2021–2026 CONSOLIDATED HOUSING AND COMMUNITY
DEVELOPMENT PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 45 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a Consolidated Plan every five years to indicate objectives for spending HUD Community Development funds.
3. The City of Wyoming entered into a contract on July 15, 2020 with Western Economic Services to provide for professional planning and consultant services in the development of a Regional Consolidated Plan.
4. The Wyoming Community Development Committee will meet on November 18, 2020 to deliberate its recommendation to the Wyoming City Council approval of the Goals and Priority Needs identified in the proposed City of Wyoming Consolidated Housing and Community Development (HCD) Plan, covering the period from July 1, 2021 through June 30, 2026.
5. A Wyoming City Council public hearing is a requirement prior to Wyoming City Council approval of the FFY 2021-2026 HCD Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of January 4, 2021 at 7:01 P.M. for a public hearing on the FFY 2021-2026 HCD Plan.

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 November 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

11.16.2020
City Atty.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY
CLERK TO SIGN A LEGAL SERVICES CONTRACT FOR CITY PROSECUTION

WHEREAS:

1. The City Charter allows the City Council to enter contracts with special legal counsel to assist the City Attorney.
2. The City Attorney recommends retaining the services of Paul VanGessel of Sluiter, VanGessel & Carlson, PC to provide special legal services as the City's prosecuting attorney upon the retirement of Jack Sluiter and Dennis Carlson at the end of 2020 in accordance with the Legal Services Contract attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the Legal Services Contract in the form attached as Exhibit A for an indefinite term.
2. The Mayor and City Clerk are authorized and directed to execute it on behalf of the City.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

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 its regular meeting held on November 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: November 5, 2020
Subject: Legal Services Contract with Paul VanGessel
From: Scott Smith, City Attorney
Meeting Date: November 16, 2020

RECOMMENDATIONS:

Adopt the Resolution Approving and Authorizing and Directing the Mayor and City Clerk to Sign Legal Services Contract for City Prosecution.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The community will be well served by continuing to engage Paul VanGessel as the city’s prosecuting attorney as he is familiar with the police and court personnel and procedures.

Safety – Law enforcement and code enforcement depends on an available and reliable attorney serving as city prosecutor. Mr. VanGessel has served well in that role.

Stewardship – The proposed contract continues to provide for city prosecution without unduly restricting future options as the city attorney approaches retirement.

BUDGET IMPACT:

The proposed resolution should not adversely impact the city’s budget.

DISCUSSION:

Long-time city prosecutors Jack Sluiter and Dennis Carlson plan to retire at the end of 2020. Their partner Paul VanGessel wishes to continue serving as the city’s prosecutor.

The city manager and city attorney considered various options for city prosecution services including employing Mr. VanGessel, seeking to employ an assistant city attorney who may serve as the city’s prosecutor while also assisting the city attorney in order to provide a transition upon the city attorney’s retirement, outsourcing the prosecution work via a RFP, and other concepts. However, with the COVID-19 pandemic, civil unrest, transitions among other city personnel, MIDC changes, and other challenges, it seemed best to wait and later reevaluate those options. The city attorney has no retirement plans and Mr. VanGessel is willing to continue to provide prosecution services on a contractual basis, which preserves flexibility for that later reevaluation.

When needed, the city attorney will assist with prosecutions and Mr. Sluiter has indicated a willingness to also step-in, if needed. Court personnel have also been advised of this change. So, even with the reduction in overall numbers of attorneys services should continue as they have in the past.

LEGAL SERVICES CONTRACT

This Legal Services Contract is made as of January 1, 2021, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (“**City**”), and Sluiter, Van Gessel & Carlson, PC, a Michigan professional corporation of 1799 R W Berends Dr SW, Wyoming, MI 49519 (“**Firm**”) to replace the parties’ July 1, 2018 Legal Services Contract.

RECITALS

- A. Firm attorneys have provided legal services to City for decades.
- B. Jack Sluiter and Dennis Carlson, two Firm members, are retiring at the end of 2020, though one or both may from time-to-time be available for backup and additional support.
- C. City wishes to retain Firm for its ordinance prosecutions and, perhaps, related legal services.

TERMS AND CONDITIONS

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

- 1. Services. Firm will serve pursuant to section 4.15 of the City Charter as special legal counsel to provide prosecution and other legal services under the direction of the City Attorney.
- 2. Qualifications.
 - A. City is retaining Firm because Paul Van Gessel is a Firm member who has prosecuted City cases for many years. If, at any time, Paul Van Gessel is no longer a Firm member, is not authorized to practice law in the state of Michigan, or is the subject of a professional grievance, or if he or Firm is a defendant in a professional malpractice action, Firm shall promptly notify the City Attorney. All Firm personnel providing services under this Contract must be fully authorized to do so under Michigan law.
 - B. Neither Firm nor Firm’s officers, shareholders, directors, members or employees (“**Firm’s personnel**”): (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or had a judgment against them for fraud or a criminal offense related to obtaining, attempting to obtain, or performing a public transaction or contract; violated federal or state antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, or made false statements, or received stolen property; (iii) are presently indicted for or otherwise criminally charged with any offenses stated in this certification; or (iv) had within 3-years preceding this Contract any public transaction terminated for cause or default.
 - C. Firm is not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - D. Firm is not an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.
- 3. Compensation. City will pay Firm for professional legal services provided by Firm attorneys at the hourly billing rate of \$135 per hour.
- 4. Billing. Firm will monthly invoice the City Attorney for services provided the preceding month.
 - A. Services must be billed in 1/10-hour increments. Invoices must provide the date services were performed, a description of the services, the identity of attorney(s) providing the services, and the time expended providing those services.
 - B. Invoices will also include out-of-pocket expenses paid by Firm such as, for example and not for limitation, filing fees, fees for certified copies of documents, fees paid experts (provided the City Attorney consented to engage the expert), fees paid to court reporters for depositions (provided the City Attorney consented to the deposition), and fees paid for trial or hearing transcripts reasonably needed to prepare briefs or pleadings. If Firm expect to incur an out-of-pocket cost exceeding \$500, it shall confer with the City Attorney before incurring that expense.
 - C. Firm will not bill City for (i) telephone, routine copying, postage, facsimile and other routine charges, (ii) travel expenses to or from courts or law enforcement agencies in Kent County, Michigan except for

out-of-pocket parking expenses, (iii) travel time between Firm's offices and City Hall or 62-A District Court, or (iv) City for any support staff, library costs or office expenses.

5. Term. This Contract is for an indefinite duration, but it is terminable at-will by either party upon 30 days' written notice to the other party.

6. Insurance. Firm, without any cost to City, will maintain professional liability insurance covering Firm, Firm's attorneys, and, if needed, Firm's personnel. Firm will also, without any cost to City, maintain such general liability insurance, no-fault auto insurance, and any legally required workers' disability compensation insurance coverage. Firm may also, without cost to the City, maintain any other insurance coverage Firm may wish to have. City has no obligation to provide and will not provide any insurance coverage for Firm, Firm's attorneys, or other Firm personnel. Upon City's request, Firm will provide City copies of certificates of insurance, policies and endorsements.

7. Diversity and Inclusion. Firm will not discriminate against an employee or applicant for employment in 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 another reason prohibited by law.

8. Ethical Standards. Firm (including Firm's personnel) has not engaged in and will refrain from: (i) having an interest conflicting with this Contract; (ii) conduct creating an appearance of impropriety with respect to this Contract's award or performance; (iii) attempting or appearing to influence a City elected or appointed officer or employee by directly or indirectly offering anything of value; or (iv) paying or agreeing to pay anyone other than its employees consideration for this Contract's award. None of Firm's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer or board/commission member except as already disclosed in writing to City. Firm will promptly notify the City Attorney of a change in this status.

9. Intellectual Property. Firm represents and promises the use of software, records or other intellectual property provided under or used to provide its services will not infringe any intellectual property rights. Firm, without expense to City, will defend all actions brought against City or City's officers or employees for alleged infringement of intellectual property rights by due to their use by Firm and will pay all costs, damages, and profits recoverable in any such action.

10. Independence. Firm is wholly independent of City. None of Firm's personnel are or shall be represented to be City employees, though Mr. Van Gessel may present himself as a deputy city attorney. Firm is solely responsible for (i) the means and methods of providing its services, (ii) the conduct and statements of Firm's personnel, (iii) compensation and benefits to be provided Firm's personnel, and (iv) injuries or property damage resulting from Firm's performance of its services. Firm will hold City and City's officers and employees harmless from, indemnify them for, and defend them against claims made by persons other than City for personal injuries or property damage occurring as a result of Firm's services, except for negligence or wrongdoing of City or City's officers or employees.

11. Records. Firm will retain copies of records related to this Contract until at least 6 years after its termination, and will, upon City's request, allow inspection, auditing and copying of them.

12. General Terms.

A. This is the entire agreement between the parties with respect to its subject matter. It supersedes and replaces all prior agreements. Neither party is relying on any statements, representations or promises not included in this Contract. This Contract can be amended only in writing signed by both City and Firm.

B. The captions are for reference only and shall not affect the interpretation of this Contract.

C. Any notices required by this Contract must be in writing and will be personally delivered, delivered by a courier service such as Fed Ex or UPS, or delivered electronically with acknowledgement of receipt.

D. This Contract was made in Kent County, Michigan and is to be interpreted under Michigan law.

E. Except as prohibited by law, the prevailing part in any action arising from this Contract is, in addition to any other remedies, entitled to recover actual legal expenses including for example and not for limitation, attorney fees, filing fees, discovery costs, expert fees, and other cost from the first accrual of any cause of action or first notice of the dispute through any appellate and collection proceedings.

F. No right or duty of Firm under this Contract may be assigned or delegated without City's prior written consent. No individuals or entities other than the parties are intended beneficiaries of this Contract.

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

CITY OF WYOMING

SLUITER, VAN GESSEL & CARLSON, PC

By: _____
Jack A. Poll, Mayor

By: _____
Paul Van Gessel, Member

By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2020

Date signed: _____, 2020

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO PK CONTRACTING
FOR INTERSECTION PAVEMENT MARKINGS FOR 2020

WHEREAS:

1. As detailed in the Staff Report, it is recommended the City Council authorize payment to PK Contracting in the amount of \$19,209.65.
2. The Traffic Department requested PK Contracting paint the pavement markings (crosswalks and stop bars) in addition to the specialty markings at 21 additional locations in order to complete them prior to seasonal weather limitations in 2020.
3. PK Contracting performed the work and has submitted an invoice in the amount of \$19,209.65.
4. Funds for the payment markings are available in the Major Street Fund account number 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize payment to PK Contracting in the amount of \$19,209.65.

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 November 16, 2020.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

STAFF REPORT

Date: November 3, 2020

Subject: Payment to PK Contracting for Intersection Pavement Marking for 2020

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

Date of Meeting: November 16, 2020

RECOMMENDATION:

It is recommended the City Council authorize payment to PK Contracting in the amount of \$19,209.65 for the cost of painting intersection pavement markings at 21 locations throughout the City of Wyoming.

COMMUNITY, SAFETY, STEWARDSHIP:

Well maintained pavement markings are just one component in allowing the City of Wyoming to provide high quality infrastructure to all citizens and businesses. Annual pavement marking will provide increased safety for all pedestrians and motorists traveling in Wyoming.

DISCUSSION:

With the impact of COVID-19 delaying the start of regular annual maintenance in the spring and early summer, pavement markings were delayed beyond a time that could be completed by City staff. The City of Wyoming Traffic Department requested assistance of PK Contracting to paint the pavement markings at 21 locations in need of painting in 2020. PK Contracting works closely with the Traffic Department staff on pavement markings associated with resurfacing or reconstruction projects and specialty applications where markings are recessed slightly below the asphalt surface. PK Contracting completed the work as requested at the additional locations and submitted an invoice in the amount of \$19,209.65.

BUDGET IMPACT

The unit prices are unchanged from the previous year. Sufficient funds are available in the Major Street Fund account 202-441-47400-930.000.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM SENTINEL TECHNOLOGIES, INC.
FOR THE PURCHASE OF A STORAGE AREA NETWORK DEVICE AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from Sentinel Technologies, Inc. for the purchase of a storage area network device in the total amount of \$50,634.00.
2. Funds are budgeted in the General Fund, Information Technology, Capital Outlay Computer Equipment account number 101-258-25800-984.017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Sentinel Technologies, Inc. for the purchase of a storage area network device.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. 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 November 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract
Quote

Resolution No. _____

STAFF REPORT

Date: November 3, 2020
Subject: Purchase of a Storage Area Network (SAN) Device
From: Pat Firestone, Director of Information Technology
Meeting Date: November 16, 2020

RECOMMENDATION:

It is recommended that the City Council authorize the purchase and installation of an HP MSA 2062 Storage Area Network (SAN) device from Sentinel Technologies, Inc. in the amount of \$50,634.

COMMUNITY, SAFETY, STEWARDSHIP:

Community - Information Technology staff continues to standardize and update software, hardware, and infrastructure technology on a regular basis. This normal upgrade process continues to keep the City of Wyoming current with the latest hardware, software, and infrastructure providing reliable and faster response times for employee technology tasks and preventing obsolescence.

Stewardship - Virtualized computing environments reduces electrical demand, generation of heat, and subsequent cooling required for maintaining an ideal computing environment. Virtualized environments are also more cost-effective, both in costs to procure and support.

DISCUSSION:

The virtual computing environment network storage has surpassed its scheduled end of service life (6 years). The current unit is a Hewlett-Packard Enterprise (HPE) Modular Smart Array (MSA) model 2040 with an initial capacity of 20 terabytes (20TB). Since its purchase in May 2014, the capacity was increased by adding an expansion chassis and drives to provide the current storage capacity of 32TB. Utilization of the current device's capacity is approximately 80%.

An HPE MSA 2062 with 67TB of capacity has been selected to replace the current SAN. In addition to handling current storage needs, this capacity will provide space for the virtualization of the remaining large physical servers that provide services to various city departments. The added space will also accommodate the needed storage growth that is anticipated through 2026.

The State of Michigan has entered into the NASPO ValuePoint REMC (REMC) contract with Hewlett Packard (HPE). This contract has been used in previous years for the purchase of network servers and storage as allowed by charter section 2-257 - cooperative purchasing plans.

The Information Technology Department has worked with a trusted vendor and authorized NASCO/REMC reseller, Sentinel Technologies, to establish an appropriate configuration of the HPE MSA 2062 SAN. Staff requested "REMC or better" pricing, and Sentinel provided a quote of \$50,634 representing a cost savings of over \$4,400 when compared to the REMC price list.

BUDGET IMPACT:

Adequate funding is available in the 2021 budget in account 101-258-25800-984.017, General Fund, Information Technology, Capital Outlay – Computer Equipment.

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: November 5, 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: Sentinel Technologies, Inc.
[Name of contracting entity]
An Illinois Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2550 Warrenville Road
[Contractor's street address]
Downers Grove, IL 60515
[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

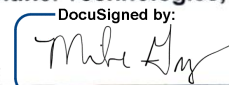
Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

Sentinel Technologies, Inc.

DocuSigned by:

By: _____
Mike Guy, VP of Sales
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__
11/6/2020 | 1:27 PM PST

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 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.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations 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.

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

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



APPENDIX A

Customer Name: City of Wyoming _____

Street Address: 1155 28th Street S.W _____

City, State, Zip: Wyoming, MI 49509 _____

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Wyoming (Customer) with principal offices at 1155 28th Street S.W, Wyoming, MI 49509 is hereby amended to include the following:

Commencement Date Agreement No. 001r1-CD Addendum No. 010-CD _____

Hardware/Software only purchase of items listed in Appendix B. No installation or professional services provided.

With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.

CUSTOMER:
City of Wyoming

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



APPENDIX B

Customer Name: City of Wyoming

Street Address: 1155 28th Street S.W

City, State, Zip: Wyoming, MI 49509

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Wyoming (Customer) with principal offices at 1155 28th Street S.W, Wyoming, MI 49509 is hereby amended to include the following:

Commencement Date Agreement No. 001r1-CD Addendum No. 010-CD

PROJECT SCHEDULE

Customer agrees to pay Contractor in accordance with the following schedule:

Storage Project - MSA 2062

Hardware and Software

		Extended Price
City Hall MSA2062 67TB	\$	50,634.00
Hardware and Software Total	\$	50,634.00

TOTAL PROJECT - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Hardware and Software	\$	50,634.00
Project Total	\$	50,634.00

*Quote is valid until 12/02/2020

Plus applicable tax, shipping & handling

City Hall MSA2062 67TB

City Hall MSA2062 67TB				
Description	Qty	Unit Price	Ext Price	NASPO Price
HPE MSA 2060 12GB SAS SFF STRG PERP PL-LI	1	\$ 7,954.00	\$ 7,954.00	\$ 8,776.00
HPE MSA 2060 2U 24D SFF DRV PERP ENCLOSURE PL-LI	1	\$ 2,465.00	\$ 2,465.00	\$ 2,719.20
HPE MSA 14.4T SAS 10K SFF M2 PERP 6PK HDD BDL PL-LI	5	\$ 6,196.00	\$ 30,980.00	\$ 34,180.00
HPE MSA 2.4TB SAS 10K SFF M2 PERP HDD PL-LI	1	\$ 1,371.00	\$ 1,371.00	\$ 1,512.00
HPE 5YR FOUNDATION CARE 24X7 SVCS MSA 2062 STORAGE SVC PL-R8	1	\$ 5,021.00	\$ 5,021.00	
HPE 5YR FOUNDATION CARE 24X7 SVCS MSA2060 SFF DISK ENCL SVC PL-R8	1	\$ 2,703.00	\$ 2,703.00	
EXT 1.0M MINISAS HD TO MINISAS CABL HD CABLE PL=SI	2	\$ 70.00	\$ 140.00	\$ 144.54
Hardware and Software Sub-Total:				\$50,634.00



Payment Terms:

Hardware/Software: 50% at contract, balance upon delivery for staging or to Customer location, whichever occurs first. Payment Terms = Net 30

Maintenance: Payment Terms = Net 30

The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.

For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.

For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.

Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.

Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.

This quote is valid until 12 / 02 / 2020.

CUSTOMER:
City of Wyoming

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

P.O. #: _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM DATABANK IMX, LLC FOR ENTERPRISE CONTENT MANAGEMENT ANNUAL MAINTENANCE AND SUPPORT AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal for enterprise content management annual maintenance and support from Databank IMX, LLC through December 31, 2021 in the total estimated amount of \$30,675.96.
2. Funds are budgeted in the Information Technology, Software Services account number 101-267-26700-806.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Databank IMX, LLC for enterprise content management annual maintenance and support through December 31, 2021.
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 November 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal
Contract

STAFF REPORT

Date: November 3, 2020

Subject: Enterprise Content Management (ECM) Maintenance and Support Agreement

From: Pat Firestone, Director of Information Technology

Meeting Date: November 16, 2020

RECOMMENDATION:

It is recommended that the City Council authorize to purchase, a bid from Databank IMX, for the City of Wyoming ECM (Enterprise Content Management) annual maintenance and support agreement, in the amount of \$ 30,675.96 and to allow annual renewals upon examining acceptable terms, cost increases or reductions in service.

COMMUNITY, SAFETY, STEWARDSHIP:

Community - Information Technology staff continues to standardize and update software, hardware, infrastructure technology, and vendor support agreements on a regular basis. This normal upgrade process continues to keep the City of Wyoming current with the latest hardware, software, and infrastructure providing reliable and faster response times for employee technology tasks and preventing obsolescence.

Stewardship – Evaluating our annual vendor support agreements provides stewardship of resources, by ensuring the City of Wyoming is getting competitive pricing at the desired level of support.

DISCUSSION:

The City of Wyoming has a long-established, enterprise-wide ECM (Enterprise Content Management) solution that is built on Hyland's OnBase platform using Kofax Capture with Fujitsu & Canon scanners. Onbase is an integral online/paperless document management application, used by all areas of the City. Licensing and support of the product is required as an annual support agreement, as well as upgrades and modifications. The first line of support for both OnBase and Kofax is currently provided by the same reseller/VAR (value-added reseller). This RFQ was intended solely for the support, maintenance, and expansion of the existing ECM solution and was not intended to solicit "other" or replacement solutions.

An RFQ was published, due on September 15th, to evaluate competitive pricing for these services and assist the City in gathering input for the purpose of selecting a VAR beginning in 2021. Two bids were received, as follows. It is recommended that the low bid be accepted.

VAR/Vendor	Bid Price
Databank IMX, LLC	\$ 30,675.96
ImageSoft, Inc.	\$ 34,848.13

BUDGET IMPACT:

Funding for this purchase is budgeted and available from the following funds:
101-267-26700-806.000 –Information Technology - Software Services.

Bid/Proposal for Enterprise Content Management Support and Maintenance



Prepared Exclusively For:

City of Wyoming

Ms. Kelli Vandenberg

Presented By:

DataBank IMX, LLC

Lee Meyerdirk

Government Business Development Director 952-607-3513

lmeyerdirk@databankimx.com

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Cover Letter

September 1, 2020

Ms. Kelli Vandenberg
City of Wyoming Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

Dear Ms. Vandenberg,

Attached please find the DataBank response to the City of Wyoming Enterprise Content Management Support and Maintenance RFP. Our delivery includes the following contents:

- One (1) Original Proposal in paper format
- One (1) hard copies of the Original Proposal
- One (1) Digital copy of the Original Proposal
- Signed - Vendor Form

We at DataBank are excited to present our OnBase expertise and value to the City of Wyoming! Since our founding in 1991 we have grown into Hyland Software's premier government solutions provider. DataBank is able to leverage our vast nationwide experience and expertise in local government when delivering solutions to the employee's and constituents of the City of Wyoming. In addition to our OnBase expertise, the City may find great value in our conversion services (electronic and paper) offering, as well as leveraging our Microsoft expertise around SharePoint and hosted infrastructure with AZURE.

Our team would like to encourage the City's RFP evaluation team to closely review our company background and experience in the solution overview and executive summary to better understand the value we can bring to a partnership with the City of Wyoming. In addition, please note that DataBank is offering a **free upgrade to OnBase Foundation** and a **free year of our Care+ enhanced support program** with the signing of a three year DataBank agreement. Please do not hesitate to contact us with any questions regarding the RFP, or to schedule a short-list interview with your team.

Regards,

Lee Meyerdirk



Proposal Representative

Mr. Lee Meyerdirk – Sr. Government Solutions Consultant
DataBank IMX - A Kyocera Group Company
TIN# - 25-1921937

620 Freedom Business Center
Suite #120
King of Prussia, PA 19406
Email – Lmeyerdirk@databankimx.com
PH – 952-607-3513
Mobile – 612-759-0946

Authorized Proposal/Contract Signature

Jason Engen

DocuSigned by:
Jason Engen
2507CA1AE13145B...

Mr. Jason Engen – National Public Sector Director
DataBank IMX - A Kyocera Group Company
Email – Jengen@databankimx.com
PH – 952-607-3516
Mobile – 651-707-7622

General Requirements

A. Explain the industries in which the company prefers to, specializes, focuses, or has a reputation for working in (i.e., manufacturing, financial, education, SLED, etc.).

As Hyland Software’s premier 2019 Public Sector Partner, DataBank is proud to be a recipient of the Hyland Platinum and Diamond support awards year over year.

DataBank provides a wide range of professional services capabilities to help customers deliver comprehensive solutions. The following list showcases integrated services that will help the City of Wyoming achieve success with the OnBase platform:

Infrastructure	Solution Configuration
Database migration	Custom Development
Records Management (Taxonomy Consulting)	QA and Testing
Change Management	Training
Business Analysis	Support
Solution Configuration	Upgrades

DataBank’s Public Sector Division is the backbone of our company and makes up the majority of our customer base; over 600 state, local, and federal government customers. Using our consulting approach, we partner with organizations to pinpoint process and technology improvement opportunities, audit and consolidate agency-specific applications to reduce overall technology debt, advise on the latest trends in public sector solutions, and recommend and implement appropriate applications to address identified needs. The end products are solutions that help our government customers achieve improved constituent services through greater transparency, efficiency, responsiveness, and accessibility.

DataBank’s Public Sector Team understands the mission of government is to effectively provide key services at an efficient cost to constituents while protecting their data from nefarious activities. Our team integrates the following technologies to help our government partners serve their customers:

Customer Relationship Management (CRM) to properly manage long lists of organizations, contacts, locations, products, services, employees, etc.

Enterprise Content Management (ECM) to manage the forms and documents that are submitted manually via paper mail, electronically via email, portal submittal, front desk, and so forth.

Dynamic Case Management (DCM) to manage the relationships between organizations, registrations, licenses, renewals, lab samples, inspections, violations, item quantities, packages, etc. DCM is used to monitor the status of renewals, samples, inspections, claims, benefits, violations, etc.

Workflow Process Automation to process scheduled or on-demand events such as notification of received documents, contract approval, permit approval, benefit approval, violations, etc.

Digital Transaction Management (DTM) to process electronic signatures online.

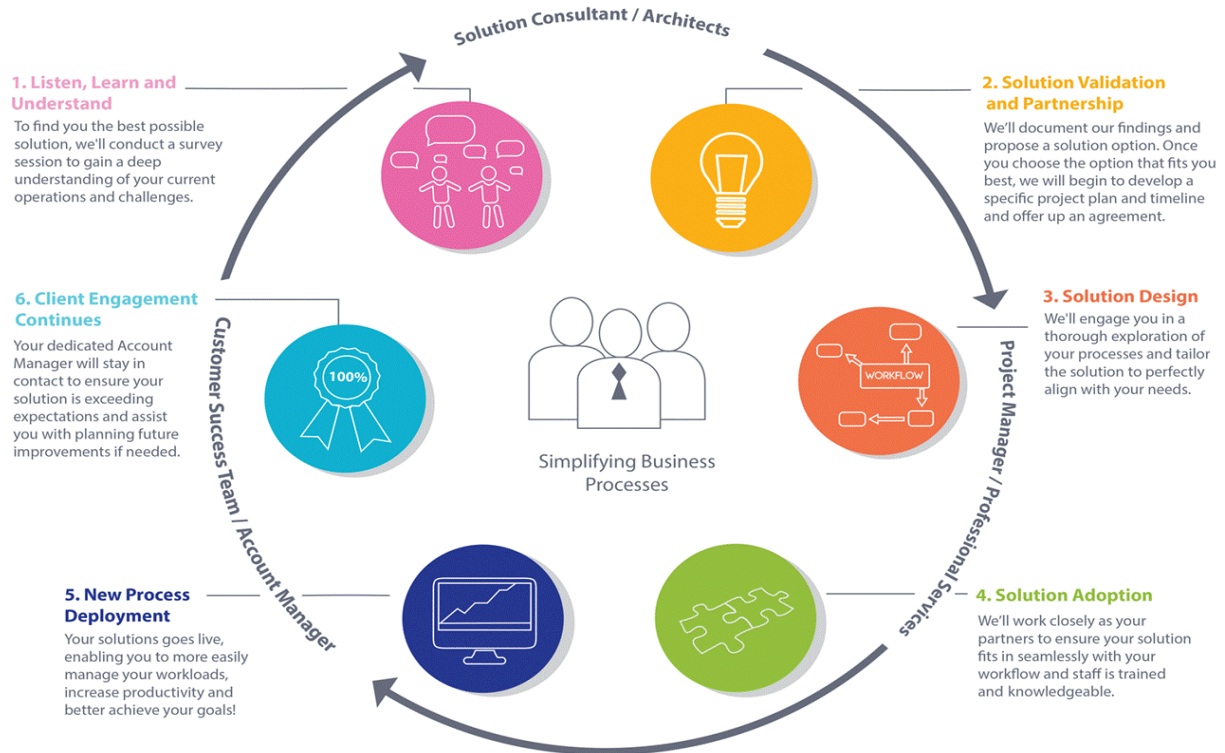
Geographic Information Systems (GIS) to visualize data in a map environment and link to related data and documents.

Numerous other categories that can be addressed with related technology.

B. Explain the company’s customer relationship management methodology. What methods/measures does the company use to ensure customer success?

The DataBank Way

We are customer-centric in everything we do—meaning from our initial meeting, all the way through to your new process deployment and beyond—we will be there to listen, learn, and understand your needs. We’ll work hand-in-hand with your team every step of the way to create fully-integrated, streamlined solutions that simplify your business processes. When you choose to work with us, you’ll quickly understand what we mean when we talk about the benefits of having a local presence combined with national resources. You’ll benefit from a nationwide network of experts and resources with personalized, professional expertise at a local level.



DataBank’s Customer Success Program

The success of our business at DataBank is inherently intertwined with the success of our customers. Because of this we designed a Customer Success Program that focuses on YOU, the customer and how you can succeed with our solutions long-term. Our Customer Success engagement begins immediately after you become a DataBank customer. Our Customer Success (CS) team will work with you on a regular basis to understand how you can best leverage our products and services to improve your business.

In addition, the CS team helps to pinpoint both problems and opportunities by collecting and leveraging as many data points as possible about your business challenges, solutions and users/constituents. Furthermore, Customer Success helps to inform your future strategy; it helps you to better understand things like how to increase user adoption,

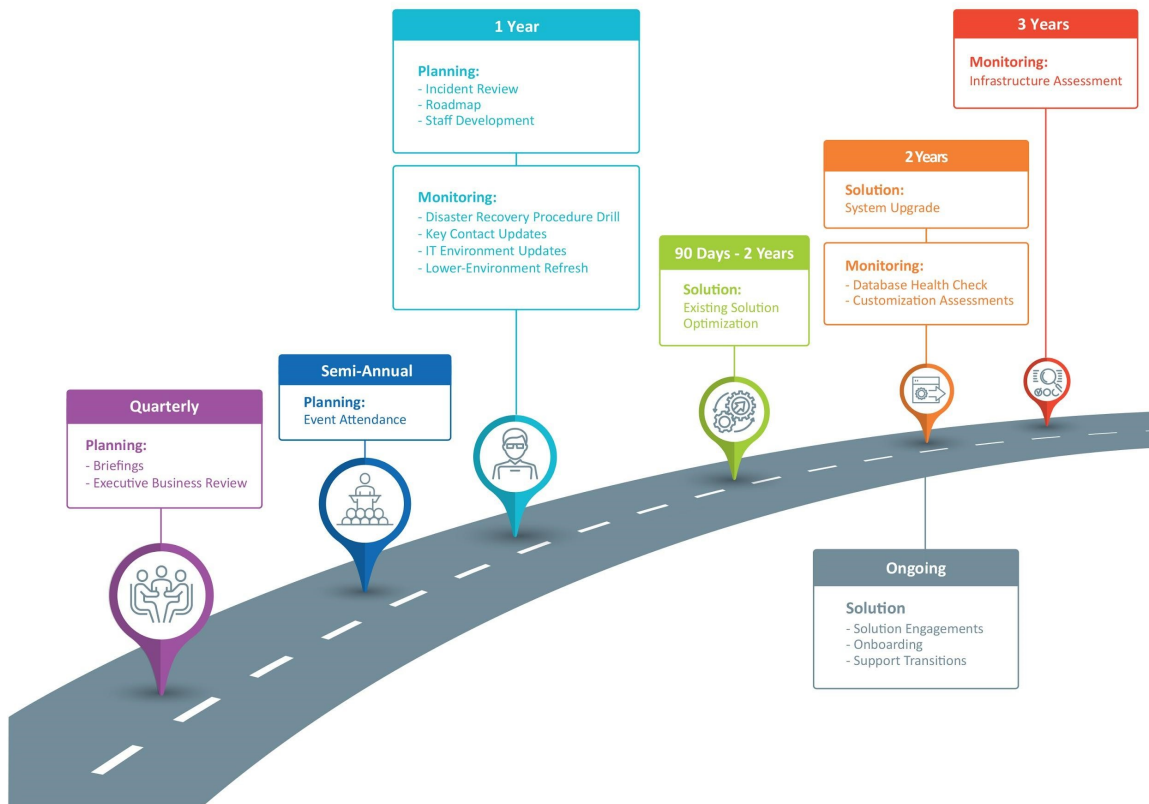
identify features & functions that add value to your agencies and select opportunities for training and engagement within our government user communities.

Executive Business Reviews

As a benefit of your Customer Success program with DataBank you will have the opportunity to have regularly scheduled Executive Business Reviews (EBR). The EBR is a strategic once-per-quarter meeting with your executive stakeholders to discuss high level strategy while working to conceptualize how Databank will continue to support them. During this structured review we will work with your key stakeholders to set goals, define how we will measure performance against those goals and create a specific action plan for success. DataBank’s customer success team will then work with you to revisit progress on a frequent basis to ensure the next success milestones are reached.

Customer Journey Roadmap

We understand that you can’t get to where you want to go if you don’t have a clear direction, that’s why Roadmaps are a fundamental part of our process. As part of our Customer Success program, DataBank will work hand-in-hand with you to design a roadmap of your customer journey. A roadmap is a high-level, visual representation of the direction your solutions will take over time across all agencies and departments along with recommendations of timelines where appropriate. Once the roadmap has been established and agreed to by both parties, we will proactively intervene throughout the life of our engagement to continuously improve the roadmap in real-time.



Customized Customer Events and Programs

DataBank has a major focus on state and local government with a government client base across most of the US. Our customer success program brings together common users from numerous agencies to discuss the strategies, successes, and setbacks to help each other move forward together.

As a City of Wyoming partner, we will commit DataBank resources to host internal and/or external, online and/or onsite user groups for the City. Below are some examples of our customer success initiatives that can be customized for the customer to help create a collaborative enterprise.

All-Stars: DataBank's Customer Community

DataBank All-Stars is our complimentary online customer engagement program specially built to better serve and engage our clients. The platform provides customers exclusive access to the latest industry trends, solution education, and a community to share success stories and best practices with peers. Customers can also contribute to DataBank's future by contributing suggestions and valuable feedback on our products and services.

Major benefits:

- Connect and network with like-minded experts in our space;
- Gain first-hand updates to our latest happenings and exclusive access to our events;
- Direct line of communication with DataBank - help us serve you better!
- Boost your learning & development through quality content and best practices.

Customer Onboarding

All-Stars allows us to scale the onboarding experience for your entire enterprise by creating a tailored experience to help with adoption and training of new technologies, software, and processes. We'll work closely with you to design an onboarding program that best suits your goals, planning everything from the length of the training experience, the training material itself, training goals, to the overall outcome. From there, we'll build you a full training plan that compliments your go-live dates and any onsite training you'd like to include.

All-Stars is truly a customizable experience that can be used in any way that best suits you. It gives you access to experts at any time, analytics to view your employees' engagement, surveys and discussion boards so you can track the program's success, and a leaderboard so employees can compete to win awesome prizes.

C. Describe the formal pricing models or arrangements (GSA, State Contracts, etc.) that the company is qualified to offer their customers.

DataBank is authorized to offer qualifying clients GSA pricing, as well as various State Contracts such as Nebraska and Texas DIR. Please note that some restrictions may apply based on the City's current contract arrangement with the software developer, Hyland Software.

D. Regarding the company's support service offerings:

- Describe the company's preferred support engagement process.
 - (1) How does a customer initiate and receive support?
 - (2) How is priority assigned to support requests?
 - (3) Is there a process to identify and manage stale service requests?

The DataBank Support Team is the City's dedicated point of contact for the ongoing support of your OnBase solution. We are committed to the highest quality services that focus on both your overall solution needs as well as any technical issues. We follow the simple philosophy of helping answer your questions to prevent future problems from occurring.

What Is Supported?

DataBank supplied hardware and software is purchased with maintenance or software assurance agreements to ensure continued reliability of your solution. Under DataBank's support agreements our customers have access to the manufacturer's product upgrades and patches when available. DataBank Support covers manufacturer's stated hardware and software compatibility and subject to their product lifecycle.

DataBank assurance and support provides access to the product upgrades and defect corrections. Your DataBank Account Manager will help you engage with Professional Services for assistance with any, consulting, design, implementation, system administration, testing, or upgrade tasks. Support will spend a reasonable amount of time triaging the issue(s) to determine the root cause and report to the customer regarding whether the incident can be covered under normal support or if the work will require additional fee-based resources. (I.e. Quick guidance on new module becomes need for additional consulting or assessment of needs.)

24x7 Production System Down Support & Upgrade Response Codes- We offer 24x7-production system down support for OnBase. Kofax 24x7-production system down support is also available via an additional/optional maintenance agreement.

Customers can report their system down issues via telephone outside of our 8AM - 8PM ET operating hours at which time a support representative will be assigned within one (1) hour. After the creation of the support ticket an initial assessment will be completed to confirm the issue qualifies for after-hours support. After review, the ticket will be worked or the customer will be advised the issue does not meet the criteria and the ticket will be worked the next business day during operating hours.

For upgrades, we will provide the required response code. Specific assistance and troubleshooting is handled via the services team during normal business hours. We ask you to provide advance notice when possible so we can assist as quickly as possible.

Contacting DataBank Support

Customers can contact Support using the following methods. Cases will be routed to the appropriate team or resource if the DataBank Support Team is not the appropriate team.

ONLINE

<http://support.databankimx.com>

24x7 Self-Service Case Submission

EMAIL

support@databankimx.com

24x7 Email Case Submission

PHONE

866-590-5545

Live Agents Monday to Friday,
8AM – 8PM ET

After-Hours Production System
Down On-Call for Eligible
Products

Excluding holidays, or as otherwise provided by DataBank to its end-users who have a current Maintenance and Support Plan. Holidays include New Year's Day, Memorial Day, Independence Day (business day prior if on a weekend), Labor Day, Thanksgiving Day and the following day, and Christmas

- Describe the days and hours the company offers support. State the company's support time zone

DataBank' standard National Support team is available 8am to 8pm ET, and system down support is available 24x7. DataBank offers our optional Care+ program as described under question G below. Please note that DataBank is providing 1 year of Care+ to the City of Wyoming at **NO ADDITIONAL FEE** for the initial year of OnBase coverage.

- Describe the average customer hold/response times when contacting support. How is this time measured? Explain the structure of the company's support offerings.

In most scenarios, clients will have immediate access to a DataBank support representative when calling our helpdesk. Following are the SLA commitments stated in our customer support guide:

Case Severity Levels

Each case submitted is assigned a severity based off the following guidelines with the indicated target max response times. Case severity may be adjusted from original submission per the guidelines below or throughout the life of a case as appropriate.

SEVERITY LEVEL	QUALIFICATION OF SEVERITY	TARGET MAX RESPONSE TIME
URGENT	Always <u>call</u> 866-590-5545 to report this severity of issue. The supported production solution is <u>completely unavailable</u> for all critical business units or greater than 75 percent of users.	30 minutes
HIGH	The supported production solution is <u>intermittently unavailable</u> or experiencing degraded performance for all critical business users or greater than 50 percent of users.	2 hours

NORMAL	The supported solution is experiencing minor to moderate issues. A higher severity issue may be downgraded to this severity when a temporary work-around is available.	4 hours
	This is the highest severity for non-production issues.	
LOW	Non-critical issue typically impacting a single user that does not require immediate attention. Basic questions such as “Is this possible?” or “How do I...?” and downloads usually fall into this level.	6 hours

Databank’s support offerings are divided into “help desk support” as described above, and “professional services”, which include pay-for-services such as:

Infrastructure Services

The DataBank Infrastructure Team works with customers to design, implement, troubleshoot, and support OnBase systems in complex shared services environments. The Infrastructure Team is available to help OMES create and maintain a platform to serve all departments.

The DataBank implementation team can review the existing infrastructure technology as well as the solution requirements to make the best recommendations to maximize solution uptime, efficiency, etc. DataBank will work to understand the project goals to help architect a solution that will support the ongoing growth with OnBase. The OnBase system/solution infrastructure is specifically known to scale to any volume and support any number of users to meet future needs:

Web and Application Servers: The number of users per server can vary greatly depending on usage patterns and functionality, however once a baseline is established the servers can be scaled out to support increased workload.

File Storage: Usually not a scaling issue, rather just a raw storage capacity requirement. File storage is not an area of I/O contention

Database Server: Scales up when demands arise. We would of course recommend sizing appropriately to handle higher than anticipated volume

Processing Servers: Scale out depending on processing and volume workload

DataBank can develop options that leverage a cloud hybrid environment which would allow more dynamic scale up/down abilities, beyond that typically available within a standard premise-based approach. Solutions like this would typically use an Infrastructure as a Service (IaaS) provider like Amazon or Azure.

Database Services

DataBank’s professional services team dedicated to performing data migrations and data extractions from a wide range of content management systems. The vast majority of these activities are performed against document management systems comprised of a database based document record and related meta-data (keyword indexing values) along with file storage based document files, often comprised of industry common file formats. Tiff, Jpeg, PDF, DOC, DOCX, etc.

Custom Development Team

DataBank's Custom Development Team helps customers evaluate integration needs to pass data between OnBase and other key business systems, services for online portal integration with OnBase, and other custom development services to extend the capability of OnBase and related technology.

The Custom Development Team developed tools such as the Wrapper API and Portal Framework API to standardize OnBase integration with external tools and improve the OnBase upgrade process.

Having a Custom Development Team allows for solutions to be built beyond the limitations of software giving the DataBank team the ability to build solutions that meet organizational needs. .

Change Management Team

DataBank's Change Management Team works with end users to create strategies and tactics that leads to the adoption of something new such as OnBase, mindset, tools, processes, etc. OCM constructs this model through defining overall strategy and leading delivery efforts for each facet of the project beginning with OCM workshops and focus groups in the discovery stage. Organizational Change Management (OCM) can be supported throughout the project lifecycle to compliment technical training efforts and drive increased adoption.

Executive Alignment Workshops: Workshops are leveraged for the Organizational Change Management Team to partners with project champions/change agents in efforts to clarify the business transformation vision and scope for change management program and program governance model.

Focus Groups: Focus Groups contribute to gathering information from potential super users to define and create plans for ongoing engagement of stakeholders. The sessions helps uncover readiness gaps that will impact the organization; and get information to develop and execute change management activities to support the transition. The feedback from this focus group will support process and organizational changes

Communication Plan Workshops: Workshops are used to create and deliver internal and external communications, messages and supporting materials; Define and identify supporting roles/responsibilities networks (e.g. Change Agent Network, Super User Network, etc.)

OCM Deliverables: Business Process Mapping, Functional Impact Assessment, and OCM Communication Plan that guide organizations to better alignment while increasing the pace of a project through buy in and acceptance.

OCM ensures a smooth transition from the past to the future. Through tools to improve communication and organizational effectiveness, employees and stakeholders are incentivized to buy into a change initially and remain committed to it. This leads to increased ROI, improved customer service and better employee performance.

Upgrade Team

DataBank's Upgrade Team specializes in improving our client's upgrade experience, and helping customers understand what features are available in the latest version of OnBase and evaluate the pros and cons of moving from their current version. The Upgrade team reviews custom software components to ensure compatibility with the current version. An

Upgrade Specialist will discuss best practices and recommendations with customers to ensure they know what to expect throughout the upgrade process, and ensure customers are equipped to handle internal User Acceptance Testing (UAT).

DataBank's Upgrade Team's experience in the testing and change management side of upgrade projects is a key differentiator with other consulting groups. Additional guidance can be offered on Hyland Security Bulletins, road mapping versions, sunset products, and third party compatibility.

- Describe any applicable annual subscription fees required of the City.

Our standard OnBase support offering is calculated at approximately 20% of published Hyland OnBase Software Value. DataBank does not charge additional subscription fees unless our clients opt for additional services such as Care+.

- If the company's service model is tiered, please describe the tiers, highlighting the services included in each one.

Standard DataBank Help Desk services provide a robust support offering to ALL DataBank clients without requiring enhanced tiers. The exception is our optional Care+ offering, which is being provided to the City of Wyoming at no additional fee for the first year. Care+ includes:

DataBank Customer Care+ Program

DataBank understands that companies in fast-paced business environments need more than just technical support, which is why we developed our Care+ program. Limiting risk, monitoring the overall health of your solution and actively planning for growth are the foundation of Care+. This complete 360 degree support offer leverages the breadth of knowledge and resources only the leading Hyland reseller can offer.

Mitigate

- Dedicated Technical Support Phone Number: One number to call when you need technical assistance.
- Automated Call Routing: We will route you directly to an agent if calling from a recognized number.
- Always Open Issue Submission: Submit non-urgent issues at any time to queue up for assistance.
- Callback Request: Too busy to hold? Reserve your place in line and have our team call you back.
- Administrator Support: 24/7 support for OnBase Certified Administrators.

Monitor

- Annual System Health Check: OnBase Health Assessments ensure that your OnBase system is performing optimally with reliability and security. This enables users to perform their work avoiding interruptions.
- Pre-Upgrade Consulting and Roadmapping: Prepare for the future of your OnBase system with comprehensive road map consultations and technical services tailored to help at any phase of the OnBase solution life cycle.

Plan

- DataBank Conference and Training Discounts: Discounted access to DataBank hosted events and education training programs to help keep your team’s knowledge current.
- After Hours Services Rate with Advanced Noticed: Discounted access to After Hours DataBank services for remote work as long as you provide 2+ weeks of notice via your account manager.
- Vertical Advisory Services: Bi-annual road map sessions, vertical services director consulting, vertical partnership contacts and support groups.

Customer Care+ Program Costs

- Year 1 Free of Charge
- Year 2 7% of Annual Maintenance
- Year 3 7% of Annual Maintenance

• Describe the process for requesting work on a time and materials basis.

The City of Wyoming will be assigned an account representative from the Government Operations Team, who will be the primary day-to-day contact person between the City and DataBank (excluding general help desk or support calls). The DataBank Account Rep will help facilitate any needed communications, events, training, etc. that may be required on an ongoing basis.

E. If the City selects the company as their VAR and a defined support tier is not selected, what services are available to the City without additional costs? Please describe any applicable limits to these services.

Standard support services described under section D above (excluding optional pay-for-service items) are included with DataBank’s standard support tier being offered to the City of Wyoming.

F. Aside from product licenses & class registration fees, what items/services will not be included and will incur additional charges, regardless of a selected service model/tier?

Pay for fee services as described under the latter half of section D above may be procured through a variety of contract vehicles such as Time & Materials, Staff Augmentation, or Block/Time Agreements. DataBank is flexible in working with our clients to design a program that is appropriate for the task at hand.

G. Provide a reasonable example of the costs incurred if a time and materials project would be needed (per hour, travel & lodging, per project, etc.). A major OnBase version upgrade may be used as a sample project.

DataBank is offering a discounted professional services rate of \$175/hr. under our 3yr contract with the City of Wyoming that can be applied to T&M or Block/Time agreements for OnBase related services. In addition, DataBank is offering a FREE OnBase upgrade from v18.xx to Foundation during the first year of a DataBank support contract. Going forward, an A-Z upgrade for a major OnBase release will typically cost between \$10,000 to \$15,000 depending on

complexity, specific client requirements, training, etc. In many cases, our clients will address the majority of upgrade tasks utilizing internal IT resources, and contract a few hours via a T&M agreement for DataBank assistance as needed. If travel is required, DataBank normally charges a \$650 per fee flat rate to cover airfare and seat time- and will invoice actual per diem costs as agreed to with the City.

H. The current Kofax license is managed monthly by the VAR – please indicate if the company would continue to manage it monthly (preferred) or request/require it to be modified in some way.

The DataBank Support Desk can continue to update/reset the Kofax License Key on a monthly basis as currently is being performed. A second option for the City to consider is to convert the monthly license over to annual- which may be easier to manage in the long run. We would assist the City in working with Kofax to explore the appropriate options and potential costs for license conversion if required.

I. Explain the company’s normal/routine processes for supporting both major and incremental upgrades of OnBase and Kofax, with and without updated hardware.

Following is a general process followed by the DataBank upgrade:

Activity	Description
Pre-Upgrade Analysis and Consulting	<ul style="list-style-type: none"> ● Outline roles and responsibilities between Client and DataBank ● Discuss downtime (window when Client cannot access OnBase). ● Discuss the test plan and testing responsibilities. ● Determine target upgrade delivery date. ● Discuss rollout plan.
Upgrade Test Environment and Unit Testing	<ul style="list-style-type: none"> ● Upgrade database and all component servers to target version. ● DataBank will perform basic functionality testing of the Test upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval. ● Client will be required to conduct user acceptance testing with Client Subject Matter Experts and sign off on the Test environment upgrade. ● After DataBank receives Client sign off, upgrade can be performed in the production environment.

Server Migrations (if required)	<ul style="list-style-type: none"> ● Upgrade project will include moving the OnBase database ● Upgrade component servers to new hardware or virtual hardware as determined in Pre-Upgrade Analysis. ● DataBank will provide Client with guidelines for server compatibility upon request. ● Client will provide servers as identified in Project Kickoff meeting, and is responsible for RDP remote access and elevated rights at the agreed upon time. ● Client assumes responsibility for all new server OS compatibility including target OnBase version prerequisites, unless otherwise stated in this document. Servers and DataBank access to servers must be available on the negotiated date or the project may be delayed. ● Client assumes responsibility for Third-Party applications hosted on these servers and their compatibility.
Upgrade Production (Prod) Environment and Unit Testing	<ul style="list-style-type: none"> ● Upgrade database and all component servers to target version. ● DataBank will perform basic functionality testing of the Prod upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval. ● Client will be required to conduct user acceptance testing with Client Subject Matter Experts and sign off on the Prod environment upgrade. ● Within 5 days of the Prod upgrade, support of the system will be transitioned to DataBank National Support.
Go-Live Support	<ul style="list-style-type: none"> ● DataBank will provide post-upgrade support – See below “Upgrade” section, step 7 for details.
Project Management	<ul style="list-style-type: none"> ● DataBank will own project management activities such as status meetings, budget reports, and change management.

J. Describe the company's normal/routine processes for facilitating a City employee to attend/acquire OnBase and/or Kofax training and certifications.

The City of Wyoming will be assigned an account representative from the Government Operations Team, who will be the primary day-to-day contact person between the City and DataBank (excluding general help desk or support calls). The DataBank Account Rep will help facilitate any needed communications, events, training, etc. that may be required on an ongoing basis.

K. Describe the process of transitioning from the City's current support arrangement to the company's solution. Describe specifically the transition related to Hyland and Kofax products.

DataBank has assisted a number of support transitions of this nature when the prior vendor was not able to meet client expectations. The process is relatively straightforward, and requires a signed letter from the City to the software developer (Hyland/Kofax) indicating the intention to transfer support.

L. Describe the end-user services, tools or training (if any) offerings extended to your customers.

Please refer to the "Customer Success Program" under section B above for additional services offered to our clients on a daily basis. DataBank stays highly engaged with our clients in order to ensure their success when leveraging our solutions. Our stated goal is for every dollar spent with DataBank- we expect our clients to realize a return or savings of \$2!

Document Scanner Maintenance

DataBank offers manufacture supported hardware maintenance on most production level document scanners. For cost savings and support efficiencies, many scanner models are supported as Advance Unit Replacement, or "AUR". In summary, the defective scanner is exchanged with a fully refurbished and tested scanner from the service center.

While we did not initially provide hardware maintenance costs in our quote to the City of Wyoming, following is a general idea of costs to provide annual maintenance on the City's scanners. Please note that some manufactures' restrictions may apply when starting coverage on a pre-owned scanner that was not previously under maintenance.

- Fujitsu Fi-6130
 - 3-year advanced exchange
 - \$192.00/ea.
- Fujitsu Fi-6130Z
 - 3-year advanced exchange
 - \$192.00/ea.
- Fujitsu Fi-6230Z
 - 3-year advanced exchange
 - \$192.00/ea.
- Fujitsu Fi-7160
 - 3-year advanced exchange
 - \$192.00/ea.
- Fujitsu Fi-7180
 - 3-year advanced exchange
 - \$192.00/ea.
- Canon DR-M260
 - 1-yr. advanced exchange
 - \$83.00/ea.

Bid/Proposal Form

Bid/Proposal for Enterprise Content Management Support and Maintenance

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 #: 25-1921937

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):

BID/PROPOSAL FORM CONTINUED

The undersigned proposes to furnish all labor, equipment and materials to perform the work in accordance with the specifications contained herein.

	Monthly Fee		Total Yearly Fee
Year One (January 1, 2021 – December 31, 2021)	<u>\$2,556.33</u>	X 12	<u>\$30,675.96</u>
Year Two (January 1, 2022 – December 31, 2022)	<u>\$2,633.00</u>	X 12	<u>\$31,596.00</u>
Year Three (January 1, 2023 – December 31, 2023)	<u>\$2,712.17</u>	X 12	<u>\$32,546.04</u>

As stated on pages 13-14, the responses to the questions in the General Requirements (pages 13-14) need to be submitted in detail with your bid/proposal.

DataBank IMX LLC

[Proponent's Complete Business Name]

DocuSigned by:

Jason Engen

[If Proponent is DBA Include Full Proponent DBA Here]

2507CA1AE13145B...

[Signature for proponent]

[2nd signature for proponent]

Jason Engen, Government Practice Director

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: _____

620 Freedom Business Center Drive

[Proponent's street address]

952-607-3516

[Proponent's business phone]

King of Prussia, PA 19406

[City]

[State]

[Zip]

651-707-7622

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

Jengen@datbankimx.com

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

Corporation

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

MASTER SERVICE AND CONFIDENTIALITY AGREEMENT

This MASTER SERVICE AND CONFIDENTIALITY AGREEMENT (the "Agreement"), is made and entered into effective as of the date that the last party to sign this "AGREEMENT" has executed the same (as indicated by the date entered by such party with its signature below) (the "AGREEMENT Effective Date") by and between DATABANK IMX, LLC (a Kyocera Company), (hereinafter referred to as "DATABANK"), a Delaware Limited Liability Company with its principal offices located at 620 Freedom Business Center #120, King of Prussia, PA 19406 and, City of Wyoming (hereinafter referred to as "CUSTOMER"), a Michigan Government Agency with offices at 1155 28th St SW, Wyoming, MI 49509, and it defines the agreement between DATABANK and CUSTOMER for the Products and Services that will be rendered by DATABANK for CUSTOMER pursuant hereto. DATABANK and CUSTOMER may be referred to each individually as "Party" or together as "Parties" in this Agreement.

WHEREAS, CUSTOMER desires to acquire the Products and Services provided by DATABANK, as more specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

"Confidential Information"

Shall mean information or material that is confidential and proprietary to the disclosing Party, whether disclosed in writing or orally. Confidential information includes, but is not limited to, the following types of information and other information of a similar nature: products, pricing, systems, plans, CUSTOMER documents, marketing and business plans, financial information, CUSTOMER lists, and other similar information that is proprietary to and confidential information of the disclosing Party. Confidential Information may be in the form of, but is not limited to, documents, lists, designs, software, computer files, digital and electronic media, and shall remain the property of the disclosing Party.

"Deliverables"

Elements of the Services and Products to be delivered to CUSTOMER as defined and identified in a Statement of Work.

"Employees"

All employees, agents (including, without limitation, employees of such agents) and contractors (including, without limitation, employees of such contractors) of DATABANK.

"Intellectual Property"

Means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, source codes, and other intangible proprietary.

"Milestones"

Specific dates of completion for elements of a project, as may be defined and identified in a particular Statement of Work.

“Statement of Work” (SOW)

A DATABANK document (Proposal, Quote or SOW) executed pursuant to this Agreement that describes Products to be provided, Services to be performed and compensation to be paid to DATABANK therefor. All SOWs will be subject to the terms of this Agreement.

“Services”

The services, including Professional Services, as described in any Statement of Work executed pursuant to this Agreement, which will be performed by DATABANK for the benefit of CUSTOMER for the fees set forth in the SOW.

“Third Party Intellectual Property”

Intellectual property rights which belong to an individual or entity not a Party to this Agreement.

“Third Party Products”

Products such as Hardware, Software and Services that may be provided to the CUSTOMER as part of a Statement of Work, Proposal or Quote and are not created, developed or owned by DATABANK. Third Party Products may require their own License, Usage and/or Maintenance Agreements which will be included with the Statement of Work document(s) relating to such products and services and therefore become part of this Master Services Agreement.

“Work Product”

All work product in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, and any other writing or work of authorship, regardless of medium, that are developed, discovered, conceived or introduced by DATABANK, working either alone or in conjunction with others, in the performance of Services under this Agreement. Such Work Product is not deemed a “work made for hire”. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

2. FRAMEWORK, TERM, TERMINATION AND DELAY

As a master form of Agreement, this Agreement permits the Parties to contract for multiple projects as may be agreed upon from time to time by entering into individual Statements of Work, which shall be governed by the terms and conditions contained herein. Terms not covered under this Agreement may be included in the Statement of Work and/or related Third Party Agreements extending the terms of this Agreement.

A Statement of Work may contain software, Services and hardware either owned by DATABANK or a third party. “Exhibit A” outlines the content of a Statement of Work.

DATABANK is not obligated to issue, nor is CUSTOMER obligated to accept, any Statement of Work under this Agreement. This Agreement between CUSTOMER and DATABANK is not exclusive and the Parties are free to engage in other relationships of a similar nature with other parties.

This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Effective Date (“Initial Term”) unless earlier terminated in accordance with this Agreement or be extended based on other software and services identified in a Statement of Work. This Agreement will auto-renew at the end of the Initial Term, and each term thereafter, for additional one-year periods (each a “Renewal Term,” and together with the Initial Term, the “Term”) until terminated in accordance with this Agreement. Expiration of this Agreement does not affect any Statement of Work, which shall continue to be governed by this Agreement and the terms therein.

This Agreement, may be terminated with or without cause by either PARTY with not less than ninety (90) days prior written notice. Termination of this Agreement does not automatically operate to terminate other existing agreements or SOWs, which shall continue to be governed by the terms herein until completed or terminated per the applicable agreement or SOW. In the event that this Agreement is terminated, DATABANK shall (i) cause its Employees to continue to render Services under existing SOWs that have not been terminated, and shall be paid compensation therefor in accordance with the terms of the SOW and (ii) take action as may be necessary or as CUSTOMER may direct to protect and preserve the property related to the Services which is in DATABANK's possession and in which CUSTOMER has or may acquire an interest and (iii) cease the creation or execution of any unsigned SOW's. Alternatively, Parties may elect to terminate individual SOWs. Termination of an individual SOW does not operate to terminate other SOWs or this Agreement. Termination shall not relieve either Party of any obligation accrued prior to the termination date. Any termination under this section must be made in writing and sent to the appropriate Party listed in the Notices Section of this Agreement or on the specific SOW.

PARTIES may immediately terminate this Agreement and any associated SOWs if either PARTY is in material breach of this Agreement and said breach is not cured within ninety (90) days from the receipt of written notice, specifically identifying the alleged breach and proposed steps to remedy the same. Notwithstanding the foregoing, DATABANK may terminate this Agreement and any associated SOWs if CUSTOMER has failed to pay when due an amount of undisputed fees under any SOW and said failure to pay is not cured by CUSTOMER within thirty (30) days from the due date.

CUSTOMER may, by written notice, verbal notice or inaction to DATABANK, create a delay under a Statement of Work. It is assumed that any such delay will cause a change in the project plan requiring an updated SOW plan with agreement by both parties.

For Conversion Services: CUSTOMER acknowledges and accepts that DATABANK allocates resources for projects that are represented in this agreement and that any disruption or delay to the agreed upon project plan by the CUSTOMER can result in increased costs, longer delays or both to DATABANK. Should CUSTOMER request or create any delay that impacts DATABANK's project implementation date, DATABANK will bill the CUSTOMER a monthly minimum of 40% of the estimated monthly fees beginning 30 days after the estimated Go Live date.

For Professional Services Projects: If any delays in such Professional Services occur solely as a result of any incorrect information or assumption or failure of CUSTOMER to perform or fulfill its obligations in connection with any SOW, the performance schedule for the affected Professional Services under the applicable SOW shall be extended up to the extent of any such delays. Any costs or expenses resulting directly or indirectly from such delays shall be borne and paid solely by CUSTOMER and DATABANK shall have no liability or responsibility for such costs or expenses.

3. INFORMATION AND ASSUMPTIONS.

The description of Products and Services in each SOW, including the performance schedule, any Work Products and fees, will be based upon information CUSTOMER provides to DATABANK and upon any assumptions set forth in the SOW. CUSTOMER acknowledges that if the information provided by CUSTOMER is incomplete or inaccurate, or if the stated assumptions are not correct, DATABANK's ability to provide the Products and Services, meet the performance schedule set forth in the SOW, and keep fees reasonably in line with any estimates given in the SOW may be adversely affected.

4. MODIFICATIONS

Any changes to this Agreement, or any SOW formed hereunder, must be memorialized in writing, reviewed, agreed upon and signed by both Parties.

4.1 CHANGE ORDER

CUSTOMER shall have the right to request changes and modifications to a Statement of Work; however, any requested change that the parties mutually accept (a "Change") will be agreed to in a writing signed by both Parties that specifically references the relevant SOW. With respect to each Change, DATABANK will promptly prepare and provide to CUSTOMER a proposed change order identifying the reasonably anticipated impact and setting forth any applicable adjustments in the performance schedule, fees or Product costs under the relevant SOW. By request of CUSTOMER, DATABANK will continue performing Services in accordance with the applicable SOW until the parties mutually agree to the proposed change order, at which time such proposed change order will become a "Change Order" for all purposes of this Agreement. In the event the Parties are unable to mutually agree upon a proposed change or a proposed change order, and such proposed change relates to a material component of the project that is the subject of the relevant SOW, either Party may terminate such SOW upon not less than thirty (30) days advance written notice to the other Party.

5. CUSTOMER'S OBLIGATIONS.

- (a) Assistance and Obligations. CUSTOMER agrees that it will cooperate with and assist DATABANK in the performance of Services under any SOW; will provide the resources specified in the relevant SOW; and will perform or fulfill all obligations required to be performed or fulfilled by CUSTOMER under the terms of the relevant SOW. CUSTOMER acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 5 and the relevant SOW, DATABANK's ability to provide such Professional Services, meet the performance schedule set forth in such SOW and keep Professional Services Fees reasonably in line with any estimates given in the SOW may be adversely affected.
- (b) Third Party Software Rights. Notwithstanding any contrary terms, if CUSTOMER requests DATABANK to perform Services on or with respect to any third party software, hardware or Service, CUSTOMER represents and warrants to DATABANK that CUSTOMER has all necessary rights to allow DATABANK to do so.
- (c) Protection of CUSTOMER's Systems. CUSTOMER UNDERSTANDS THAT IT IS RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES. DATABANK DISCLAIMS RESPONSIBILITY FOR ANY LOST, DAMAGED OR DESTROYED SOFTWARE PROGRAM, DATA OR OTHER INFORMATION STORED OR RESIDING ON ANY MEDIA OR ANY PART OF CUSTOMER'S ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, DELETION OR ALTERATION OF ANY CONTENTS OF ANY DATA STORAGE MEDIA WHICH MAY OCCUR IN THE COURSE OF THE SERVICES.
- (d) Safe Work Environment. CUSTOMER will be responsible for and shall ensure that while DATABANK employees, agents or subcontractors are on CUSTOMER's premises, all proper, legal, health and safety precautions are in place and fully operational to protect such persons.

6. PAYMENT AND PRICING

All fees to be charged to the CUSTOMER and payment commitments will be outlined in a related agreement or Statement of Work documents agreed to in writing between the CUSTOMER and DATABANK. CUSTOMER is responsible for providing DATABANK with proper written direction for payment processing such as the issuance of a Purchase Order.

Projects and project budgets will be outlined in the SOW documents that will be approved in advance by the CUSTOMER and DATABANK before the Products are purchased or the Services are initiated. Budgets and operating activities will be approved in advance by CUSTOMER before DATABANK commits substantial time or resources.

DATABANK shall invoice CUSTOMER for Products and Services based on approved SOW. Payment terms under this Agreement shall be "Net 30" from date of DATABANK invoice. Invoices shall be sent physically or electronically to the address identified in the SOW.

CUSTOMER agrees to pay amounts equal to any applicable value added tax, provincial, municipal, or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by CUSTOMER to DATABANK. DATABANK will invoice CUSTOMER for any taxes payable by CUSTOMER that are required to be collected by DATABANK pursuant to any applicable law, rule, regulation or other requirements of law.

CUSTOMER shall be responsible for all customary and reasonable out-of-pocket travel, meals and lodging costs and expenses incurred by DATABANK in connection with the performance of Services under this Agreement as set forth in the applicable SOW.

6.1 LATE PAYMENT

RESOLUTION OF DISPUTED INVOICES

In addition to the termination rights set forth above, if a payment is past due by 30 days or greater, DATABANK will discontinue any work being performed and suspend services until such time payment is received in full. If work is stopped, it will be DATABANK's discretion to determine when the project will restart, if there will be additional fees and the amount of those fees. Late payment interest of 1.5% per month will be charged on all past due invoices. CUSTOMER agrees to pay all reasonable attorney's fees, collection fees and interest for any outstanding invoices.

In the event that there is an invoice dispute, CUSTOMER shall pay the undisputed amounts of the invoice. The Parties shall use reasonable efforts to resolve the disputes within thirty (30) days after receipt of the invoice. CUSTOMER's payment obligations on all reasonably disputed amounts shall be suspended without penalty, interest, or other fine until the dispute is resolved. If there is determined to be no issue with the disputed amounts, and they are payable in their original form, DATABANK shall be entitled to charge late fees and/or interest in the amounts past due using the original invoice date as the basis for interest and fee calculation.

6.2 U.S. DOLLARS

All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement, shall be made in U.S. dollars.

7. MUTUAL NONDISCLOSURE

7.1 EXPECTATIONS

Both parties agree that any information provided by DATABANK is deemed confidential and proprietary to DATABANK. This includes but is not limited to: (i) any information relating to its information security program including policies and procedures, (ii) written attestations, responses, and evidence relating to CUSTOMER, vendor, or regulatory inquiries and audits, (iii) any professional, industry, or regulatory certifications held by the organization, (iv) trade secrets, (v) intellectual property and (vi) any other confidential information.

The recipient of this information agrees to hold this information confidential during and after the term of this Agreement and any Statement of Work entered into hereunder.

7.2 DISCLOSURE AND USE RESTRICTIONS

The receiving Party will not use or disclose any Confidential Information without the disclosing Party's prior written consent, except to the receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving Party's obligations hereunder. In addition to the foregoing nondisclosure obligations, the receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving Party uses to protect the receiving Party's own confidential and proprietary information and trade secrets, and in no event less than reasonable care. The receiving Party shall return or destroy all Confidential Information promptly upon the request of the disclosing Party or upon termination of this Agreement.

7.3 NOTIFICATION AND REPORTING OF INFORMATION SECURITY INCIDENTS

In the event that an information security incident occurs within a CUSTOMER's internal network, where an established network connection exists between DATABANK and CUSTOMER, CUSTOMER shall notify DATABANK within a reasonable timeframe to avoid prolonged exposure of DATABANK's network.

7.4 RETURN OF CONFIDENTIAL INFORMATION

Upon request from the disclosing Party, the receiving Party shall immediately return to the disclosing Party all Confidential Information and copies thereof, or if directed by disclosing Party, shall immediately destroy or de-install such Confidential Information and all copies, and shall furnish proof of their destruction to the disclosing Party.

7.5 EXEMPTING PROVISIONS

Neither Party shall be bound by the obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information, or any part thereof, which: (a) was known by the receiving Party prior to disclosure, as evidenced by its business records; (b) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement; (c) was disclosed to the receiving Party by a third party provided such third party or any other party from whom such third party receives such information is not in breach of any confidentiality obligation in respect of such information; (d) is independently developed by the receiving Party without use of the Confidential Information, as evidenced by its business records; or (e) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow it to seek protective or other court orders.

7.6 PROPRIETARY RIGHTS

No license of any patent right, copyright, or any other right in respect of the Confidential Information, other than as necessary to ensure the rights specifically granted herein, is granted to the receiving Party under this Agreement by implication or otherwise. This Agreement shall not constitute any representation, warranty, or guarantee to the receiving Party by the disclosing Party that Confidential Information does not infringe patents, copyrights, or any other rights of third parties.

7.7 PERMITTED USE OF CONFIDENTIAL INFORMATION

CUSTOMER is permitted to use Confidential Information only for purposes of receiving the Services and Products under this Agreement and any Statement of Work.

7.8 NON-SOLICITATION

The Parties agree that during the term of the Agreement and for (18) months thereafter they shall not solicit or encourage, or cause others to solicit or encourage, any of the other Party's' employees or contractors or any affiliate to terminate their employment or engagement. Neither Party shall, directly or indirectly, hire any then-current or former employee or contractor of the others and shall not solicit any then-current CUSTOMER or an affiliate or any prospective CUSTOMER made known to it by the other Party for any business relating to in anyway the business of the Party or otherwise interfere with the business relations between the Party and any such CUSTOMER.

7.9 LIABILITY

THE DISCLOSING PARTY MAKES NO REPRESENTATIONS, DOES NOT WARRANT, AND SHALL HAVE NO LIABILITY WHATSOEVER IN RESPECT OF ANY INFORMATION DISCLOSED BY IT PURSUANT TO THIS AGREEMENT.

7.10 DURATION OF CONFIDENTIAL INFORMATION

Non-Disclosure of Confidential Information shall apply for the duration and extend three (3) years from the termination date of this Agreement or any Statement of Work entered into hereunder, whichever is later.

7.11 EQUITABLE REMEDY

Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

8. CLASSIFICATION OF DATA AND HANDLING RESPONSIBILITIES

DATABANK considers all data being transferred between DATABANK and CUSTOMER to be confidential by default. As such, all confidential data must be adequately protected while being transferred between DATABANK and CUSTOMER's internal network(s), as well as when being stored, processed, or transmitted within either Party's internal network(s).

8.1 MINIMUM TECHNICAL SECURITY STANDARDS FOR PACKAGING AND TRANSMISSION

All transmissions and transfers of data shall be secured using industry standard secure protocols and/or technologies. Secure protocols and/or technologies shall include the following controls where applicable: (i) cryptography for data being transferred over open, public networks, (ii) procedures to ensure traceability and non-repudiation, (iii) the ability to maintain chain of custody while in transit, and (iv) acceptable levels of access control.

8.2 USE OF INSECURE TRANSMISSION/TRANSFER PROTOCOLS

Any CUSTOMER that wishes to use insecure data transmission/transfer protocols must sign a waiver acknowledging and accepting the risks that are introduced via the usage of insecure protocols and/or technologies. DATABANK cannot make exceptions to transmit sensitive information in an insecure manner. Additionally, approval for an exception to DATABANK's transfer procedures must be granted by DATABANK's Vice President of Information Technology.

8.3 INFORMATION SECURITY INCIDENT RESPONSIBILITIES

In order to provide security and compliance, DATABANK may need (i) to facilitate system, procedural, protocol or operational changes to address regulatory and/or legal changes or (ii) respond to an imminent information security threat. CUSTOMER agrees to allow DATABANK to do so.

8.4 COURIER IDENTIFICATION STANDARDS

In the event that a physical courier is required as part of the statement of work, a secure courier approved by DATABANK shall be used.

9. INTELLECTUAL PROPERTY RIGHTS

DATABANK agrees to provide source code for custom development created for the CUSTOMER for the purpose of security analysis and for internal use in the event that DATABANK ceases doing business. The following sections clarify the ownership and acceptable use of source code and DATABANK Work Product and Intellectual Property.

Intellectual Property and Work Product created, made, originated, purchased or licensed by DATABANK for the purpose of performing the Services is not to be deemed a "work made for hire" and shall be the sole and exclusive property of DATABANK except as DATABANK may voluntarily choose to transfer such property, in full or in part. DATABANK will not provide specific demonstration, manuals or training which covers the creation or use of any Intellectual Property or Work Product used to complete the described services. CUSTOMER will not copy the technology except as specifically allowed by the technology license agreement, or without the expressed written consent of DATABANK. Any unauthorized duplication or use of the technology, or its corresponding documentation is forbidden. To the extent any Intellectual Property or Work Product for any reason is determined not to be owned by DATABANK, CUSTOMER hereby irrevocably assigns and conveys to DATABANK all of its patent, copyright, trade secret, know-how and other proprietary and associated rights in that Work Product or Intellectual Property.

Documentation created by DATABANK about performed services shall remain the property of DATABANK. The CUSTOMER shall be permitted to use any documentation or reporting for internal instructional, educational, and administrative purposes.

This Agreement does not provide the CUSTOMER with rights of any kind nor access to DATABANK created and owned Intellectual Property and Work Product which exists as a licensed software product. Purchasing and licensing of DATABANK products and the associated rights are governed by a separate End User License Agreement.

Intellectual Property and Work Product created for the CUSTOMER as a Service at the request of the CUSTOMER shall be provided with licensing rights necessary for the use and implementation of any program or data created by DATABANK within the CUSTOMER's internal environment. This will include the right to receive and analyze source code for security purposes and to retain the code internally. The CUSTOMER will not be licensed for the sale or redistribution of custom developed intellectual property. DATABANK shall retain exclusive property ownership including, without limitation, intellectual property rights, all drawings, reports and other documents, source code and other information and materials (whether in tangible or intangible form) created by DATABANK as a result of performing the Service of custom code and custom solution development.

This Section of this Agreement shall survive until the Intellectual Property no longer qualifies as a trade secret or until DATABANK sends the CUSTOMER written notice releasing the CUSTOMER from this Agreement or specific Intellectual Property, whichever occurs first.

10. LIMITS OF LIABILITY

IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF DATABANK, ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

DATABANK AND ITS SUPPLIERS' LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED THE LESSER OF (1) \$1,000,000.00; OR (2) THE AGGREGATE OF ALL SOFTWARE LICENSE FEES, PROFESSIONAL SERVICES FEES, EDUCATION SERVICE FEES AND ANNUAL MAINTENANCE FEES ACTUALLY PAID BY CUSTOMER TO DATABANK UNDER THIS AGREEMENT OR THE PARTICULAR STATEMENT OF WORK IN DISPUTE DURING THE PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY CALCULATED PURSUANT TO THIS SECTION SHALL NOT INCLUDE PROCEEDING EXPENSES AWARDED TO CUSTOMER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF THIS, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. INDEMNIFICATION

DATABANK shall defend, indemnify and hold CUSTOMER and its affiliates and their respective officers, directors, employees, agents, successors and assigns, harmless from and against any and all claims, suits or proceedings, demands, losses, damages, liabilities and costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from (i) DATABANK's or its Employee's violation of applicable law, negligence, willful misconduct or breach of this Agreement, any SOW hereunder, or any undertaking, covenant, representation or warranty contained therein or (ii) the actual or alleged infringement of any patent, trademark, copyright, trade secret or other intellectual property right in connection with any Intellectual Property, including any Deliverable, or the use thereof by CUSTOMER. DATABANK agrees to defend any indemnified party, at CUSTOMER's request, against any such claim, demand or suit.

CUSTOMER shall defend, indemnify and hold DATABANK and its affiliates and respective officers, directors, employees, agents, successors and assigns, harmless from and against any and all claims, suits or proceedings, demands, losses, damages, liabilities and costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from (i) CUSTOMER's violation of applicable law, negligence, willful misconduct or breach of this Agreement, any SOW hereunder, or any undertaking, covenant, representation or warranty contained therein or (ii) the actual or alleged infringement of any patent, trademark, copyright, trade secret or other intellectual property right in connection with any CUSTOMER intellectual property furnished to DATABANK by CUSTOMER pursuant to the terms of any Statement of Work, or the use thereof by DATABANK. CUSTOMER agrees to defend any indemnified Party, at DATABANK's request, against any such claim, demand or suit.

Where indemnification is sought by a Party (the “Claiming Party”), (a) it shall notify the other Party (the “Indemnifying Party”) promptly of any claim or litigation or threatened claim to which the indemnification relates, provided, however, failure to provide prompt notification will only relieve the Indemnifying Party of its indemnity obligations to the extent of actual prejudice, if any; (b) upon the Indemnifying Party’s written acknowledgement of its obligation to indemnify in such instance, in form and substance satisfactory to the Claiming Party, the Claiming Party shall afford the Indemnifying Party an opportunity to participate in and, at the option and expense of the Indemnifying Party, control, compromise, settle, defend or otherwise resolve the claim or litigation, provided that the Indemnifying Party shall not enter into any non-monetary settlement without the Claiming Party’s prior written consent and the Claiming Party shall not affect any such compromise or settlement without prior consent of the Indemnifying Party, which shall not be unreasonably withheld; and (c) the Claiming Party shall reasonably cooperate with the Indemnifying Party at no cost to itself in any such compromise, settlement, defense or resolution of such claim or litigation. If the Indemnifying Party does not so acknowledge its indemnification responsibility, the Claiming Party may proceed directly to enforce its indemnification rights.

12. INDEPENDENT CONTRACTOR

DATABANK and each of its Employees shall perform the Services as an independent contractor, and nothing contained in this Agreement or in any Statement of Work shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties or between CUSTOMER’s employees and DATABANK’s Employees. DATABANK and each of its Employees shall not take any action or permit any action to be taken on its behalf, which purports to be done in the name of or on behalf of CUSTOMER. Neither DATABANK nor any of its Employees shall, in any sense, be considered employees or agents of CUSTOMER. DATABANK or its Employees shall not be eligible or entitled to any benefits, perquisites or privileges given or extended to CUSTOMER employees.

DATABANK may subcontract all or any part of the Services provided. DATABANK shall remain responsible to CUSTOMER for the provision of any subcontracted Services.

13. MISCELLANEOUS

13.1 DISCLAIMER OF OTHER WARRANTIES.

DATABANK warrants to CUSTOMER that all Services provided hereunder shall be performed in a competent, timely and workmanlike manner and consistent with generally accepted industry standards, and each of DATABANK’s Employees assigned to perform the Services shall have the training, background and skills reasonably commensurate with the level of performance required under this Agreement.

- (a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DATABANK MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW. DATABANK DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. DATABANK DOES NOT WARRANT THAT ANY SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER’S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. DATABANK DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

- (b) CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS AND SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.
- (c) NO ORAL OR WRITTEN INFORMATION GIVEN BY DATABANK OR EMPLOYEES SHALL CREATE ANY ADDITIONAL WARRANTY. NO MODIFICATION OR ADDITION TO THE LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT IS AUTHORIZED UNLESS IT IS SET FORTH IN WRITING, REFERENCES THIS AGREEMENT, AND IS SIGNED ON BEHALF OF DATABANK BY A CORPORATE OFFICER.
- (d) DATABANK TAKES COMMERCIALY REASONABLE STEPS TO DESIGN ITS SOFTWARE TO PROTECT THE SECURITY OF DATA SUBMITTED BY USERS, BUT IT DOES NOT AND CANNOT GUARANTEE THAT ITS SOFTWARE IS 100% SECURE FROM HACKING OR UNAUTHORIZED ACCESS. FURTHER, DATABANK DOES NOT CONTROL THE SERVERS ON WHICH ITS PORTAL WILL BE HOSTED, OR THE COMPUTERS, DEVICES, OR THE INTERNET OVER WHICH USERS MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION. DATABANK THEREFORE CANNOT PREVENT INTERCEPTIONS OR COMPROMISES TO USER DATA WHILE IN TRANSIT TO PROVIDER, NOR CAN DATABANK PREVENT ALL UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTER NETWORKS OR THE DATA STORED ON CUSTOMER'S COMPUTER NETWORKS. DATABANK MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED BY MEANS OF DATABANK'S SOFTWARE OR PORTAL. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF ITS COMPUTER NETWORKS, AND IT AGREES TO DEFEND AND INDEMNIFY DATABANK AGAINST ANY THIRD PARTY CLAIM BROUGHT AGAINST DATABANK THAT ARISES FROM OR RELATES TO HACKING, A BREACH OF SECURITY, OR OTHER UNAUTHORIZED ACCESS TO DATA SUBMITTED THROUGH DATABANK'S SOFTWARE OR PORTAL.

13.2 MARKETING AND PUBLICITY

Except as specifically set forth in this Agreement, as consented to by the Parties in writing, or as necessary to perform its obligations under this Agreement, neither Party shall, without the prior written consent of the other Party, use the names, services marks or trademarks of such other Party nor the name of any Employee of such other Party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

13.3 FORCE MAJEURE

No failure, delay or default in performance of any obligation of a Party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; disease; viruses; pandemic, or the act, negligence or default of the other Party) and without negligence or willful misconduct of the Party otherwise chargeable with failure, delay or default. Either Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other Party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other Party. This Section 13.3 shall in no way limit the right of either Party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a Party under this Agreement is postponed or extended pursuant to this Section for longer than ninety (90) calendar days, the other Party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

13.4 ASSIGNMENT

This Agreement will be binding upon and inure to the benefit of each of the Parties, their successors and assigns. Neither Party may assign this Agreement or any SOW hereunder or assign its rights or delegate its duties hereunder, without the prior written consent of the other Party (except in connection with a merger, sale of all or substantially all of a Party's assets or other form of corporate reorganization of that Party, provided that the assigning Party shall provide written notice to the other Party) and any purported assignment in violation of this Section will be without force or effect.

13.5 ARBITRATION

Except for a claim for injunctive relief which can be brought in any Court of competent jurisdiction, if there is a dispute, claim, or disagreement arising from or relating to this Agreement, Statement of Work, or the breach thereof, the parties shall use their best efforts to settle the matter. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days (or within such additional time as the parties agree), then, upon notice by either Party to the other the matter shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. The Arbitrator shall not have the authority to add to, or modify this provision, or to award punitive damages to any injured Party. If the CUSTOMER is the Party making the claim, the arbitration proceeding shall be conducted in the State where the principal amount of work or Services were, or are being, performed. If DATABANK is the Party making the claim, the arbitration proceeding shall be conducted in Northern New Jersey. Alternatively, the Parties may agree on another mutually agreeable location. The arbitration proceeding shall be conducted by a single Arbitrator selected under the Rules of the American Arbitration Association. Costs and fees of the Arbitration shall be borne equally between the Parties and each Party shall responsible for its own attorney's fees.

13.6 WAIVER

The failure of a Party to enforce any provision of this Agreement or any SOW hereunder shall not constitute a waiver of such provision or the right of such Party to enforce such provision and every other provision.

13.7 NOTICES

Day to day communications regarding the Products and Services should be provided to the employees involved in the Statement of Work or identified account manager. Any legal notices or consents pursuant to this Agreement shall be in writing and shall be sent to the Parties at the following physical address and shall be deemed to have been duly given on the date delivered in person, or sent overnight delivery service, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested:

If to DATABANK: DATABANK
620 Freedom Business Center
Suite 120
King of Prussia, PA 19406
ATTN: Office of the CFO (Contract Compliance Administrator)
Email: ContractCompliance@databankimx.com
Phone: 800-873-9426

If to CUSTOMER: City of Wyoming
1155 28th St SW,
Wyoming, MI 49509

13.8 GOVERNING LAW

This Agreement and any claim, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Delaware.

13.9 ENTIRETY

This Agreement, Exhibits, Statements of Work and any additional agreements between the Parties hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior communications, written or oral, with respect thereto. This Agreement may only be amended or modified by a writing duly executed by both Parties that expressly references and amends this Agreement.

13.10 SEVERABILITY

If any part of this Agreement or any part of a Statement of Work shall be held by a court of competent jurisdiction to be invalid, illegal, unenforceable or overly broad as to particular provisions, this Agreement or such Statement of Work shall remain in full force and effect as to the remaining provisions.

13.11 INTERPRETATION

The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

13.12 THIRD PARTIES

Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

13.13 AUTHORITY

Each individual executing this Agreement and any SOW hereunder on behalf of a Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement or such SOW (as applicable) on behalf of said Party and that this Agreement and any SOW hereunder is binding upon said Party in accordance with this Agreement's terms.

13.14 WAIVER

No waiver of any right or remedy on one occasion by either Party shall be deemed a waiver of such right or remedy on any other occasion.

13.15 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission or email via a portable document format “pdf”, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, which will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

DATABANK IMX, LLC
A Kyocera Company

City of Wyoming

By: _____
(signature)

By: _____
(signature)

Name: _____
(Print name)

Name: _____
(Print name)

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
WATER METERS, STRAINERS AND METER EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, Ferguson Waterworks has offered to extend their current bid pricing for water meters, strainers and meter equipment through December 31, 2021.
2. Funds are budgeted in the water fund, transmission and distribution, meters account number 591-591-56500-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for water meters, strainers and meter equipment through December 31, 2021.
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 November 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Letter

Tabulation Sheets

Resolution No. _____

STAFF REPORT

Date: November 5, 2020

Subject: Bid Extension – Water Meters, Strainers and Meter Equipment

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: November 16, 2020

RECOMMENDATION:

It is recommended that the City Council extend the Bid for Water Meters, Strainers and Meter Equipment to Ferguson Waterworks for the 2021 calendar year.

COMMUNITY, SAFETY, STEWARDSHIP:

Water meters are used for billing both water and sewer use for all customers in the City. The City utilizes two meter manufacturers, Sensus and Neptune, in order to match the best meter with the most appropriate application thereby ensuring fair and equitable water and sewer billing. Water meters are replaced based on age and condition throughout the community, and all meet the definition of “lead free” as defined within the Safe Drinking Water Act.

DISCUSSION:

On January 8, 2019, three bids were received for water meters, strainers and meter equipment out of twenty invitations to bid that were sent to prospective bidders. One bidder provided an alternate bid that did not meet meter specifications. On January 21, 2019, the City Council awarded the aforementioned bid to ETNA Supply Company and Ferguson Waterworks for a period of one year (resolution number 26275). ETNA Supply Company supplies Sensus brand water meters, and Ferguson Waterworks provides Neptune brand water meters.

On September 16, 2019, the City Council approved a contract with ETNA Supply Company that included using the City of Grand Rapids Bid #890-45-28 pricing for Sensus brand water meters (resolution number 26490). This Sensus meter pricing structure was beneficial to the City since it was for a period of at least three years and had unit pricing that was lower than the original 2019 City bid.

As mentioned, the City also uses Neptune brand water meters for certain (primarily residential) applications. Ferguson Waterworks has agreed to extend their pricing from the 2019 Bid for Water Meters, Strainers and Meter Equipment for the 2021 calendar year as the attached extension letter and 2019 bid tabulation indicate.

It is estimated that the City will spend approximately \$275,000 this calendar year on water meter replacements. These replacements will occur in conjunction with the AMI project and are AMI compatible.

BUDGET IMPACT:

Sufficient funds are available in the water fund, transmission and distribution, meters account number 591-591-56500-775.000.

ATTACHMENTS:

Ferguson Waterworks Extension Letter

Bid Tabulation from the 2019 Bid for Water Meters, Strainers and Meter Equipment



Meter & Automation Group

November 4, 2020

Mr. Aaron Vis
Assistant Director of Public Works
City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509

Dear Mr. Vis,

Ferguson Waterworks agrees to extend all meter pricing offered to the City of Wyoming within the Cities 2019 "Bid for Water Meters, Strainers and Meter Equipment" until December 31st, 2021. The 2019 bid response and pricing is included in the pages that follow. Should you have any questions, feel free to reach out to me.

My Very Best,

A handwritten signature in blue ink, appearing to read "Matthew Rizzo".

Matthew Rizzo
Business Development Manager
Ferguson Waterworks, Meter and Automation

City of Wyoming, Michigan
 TABULATION OF BIDS FOR
 WATER METERS, STRAINERS, AND METER EQUIPMENT
 Opened by City Clerk on January 8, 2019 at 11:00 a.m.

RESIDENTIAL WATER METERS								
Positive Displacement Type								
		ETNA SUPPLY			FERGUSON WATERWORKS			
		Inside	Pit		Inside	Pit		
Description	Specification	Application	Application	Rebuild Kit	Application	Application	Rebuild Kit	
		Bid Price	Bid Price	(each)	Bid Price	Bid Price	(each)	(each)
		(each)	(each)		(each)	(each)		
5/8" X 3/4" Positive displacement type with register	Neptune T-10 Encoder				\$101.00	\$115.00	\$33.00	
1" Positive displacement type with register	Neptune T-10 Encoder				\$202.00	\$216.00	\$52.00	
5/8" X 3/4" Positive displacement type with register	Sensus SR11	\$92.00	\$106.00					
1" Positive displacement type with register	Sensus SR11	\$170.00	\$188.00					
5/8" X 3/4" Positive displacement type with register	Sensus AccuStream	\$82.00	\$90.00					
1" Positive Displacement type with register	Sensus AccuStream	\$140.00	\$150.00					
Electromagnetic Type								
3/4" X 3/4" Electromagnetic type with register	Sensus iPEarl	\$130.00	\$130.00					
1" Electromagnetic type with register	Sensus iPEarl	\$210.00	\$210.00					
Ultrasonic Type								
5/8" X 3/4" Ultrasonic type with register	Neptune Mach 10				\$187.00	\$187.00	N/A	
1" Ultrasonic type with register	Neptune Mach 10				\$254.00	\$254.00	N/A	

COMMERCIAL WATER METERS

		Turbine Meter with Strainer			FERGUSON WATERWORKS		
		ETNA SUPPLY			FERGUSON WATERWORKS		
Description	Specification	Inside Application Bid Price (each)	Pit Application Bid Price (each)	Rebuild Kit (each)	Inside Application Bid Price (each)	Pit Application Bid Price (each)	Rebuild Kit (each)
1.5" Turbine type with strainer and register	Neptune High Performance Turbine				\$976.00	\$976.00	\$325.00
2" Turbine type with strainer and register	Neptune High Performance Turbine				\$976.00	\$976.00	\$325.00
3" Turbine type with strainer and register	Neptune High Performance Turbine				\$1,700.00	\$1,700.00	\$475.00
4" Turbine type with strainer and register	Neptune High Performance Turbine				\$2,541.00	\$2,541.00	\$625.00
6" Turbine type with strainer and register	Neptune High Performance Turbine				\$4,300.00	\$4,300.00	\$925.00
8" Turbine type with strainer and register	Neptune High Performance Turbine				\$6,698.00	\$6,698.00	\$1,225.00
10" Turbine type with strainer and register	Neptune High Performance Turbine				\$10,653.00	\$10,653.00	\$1,525.00
1.5" Turbine type with strainer and register	Sensus Omni	\$772.50					
2" Turbine type with strainer and register	Sensus Omni	\$910.00					
3" Turbine type with strainer and register	Sensus Omni	\$1,140.00					
4" Turbine type with strainer and register	Sensus Omni	\$2,210.00					
6" Turbine type with strainer and register	Sensus Omni	\$3,575.00					
8" Turbine type with strainer and register	Sensus Omni	\$8,510.00					
10" Turbine type with strainer and register	Sensus Omni	\$12,200.00					

COMMERCIAL WATER METERS

		Turbine Meter Without Strainer					
		ETNA SUPPLY			FERGUSON WATERWORKS		
Description	Specification	Inside	Pit	Rebuild Kit	Inside	Pit	Rebuild Kit
		Application	Application		Application	Application	
		Bid Price	Bid Price	(each)	Bid Price	Bid Price	(each)
		(each)	(each)		(each)	(each)	
1.5" Turbine type with register	Neptune High Performance Turbine				\$574.00	\$574.00	\$325.00
2" Turbine type with register	Neptune High Performance Turbine				\$574.00	\$574.00	\$325.00
3" Turbine type with register	Neptune High Performance Turbine				\$989.00	\$989.00	\$475.00
4" Turbine type with register	Neptune High Performance Turbine				\$1,291.00	\$1,291.00	\$625.00
6" Turbine type with register	Neptune High Performance Turbine				\$2,438.00	\$2,438.00	\$925.00
8" Turbine type with register	Neptune High Performance Turbine				\$3,573.00	\$3,573.00	\$1,225.00
10" Turbine type with register	Neptune High Performance Turbine				\$5,612.00	\$5,612.00	\$1,525.00
1.5" Turbine type with register	Sensus Omni						
2" Turbine type with register	Sensus Omni	\$910.00	\$910.00				
3" Turbine type with register	Sensus Omni						
4" Turbine type with register	Sensus Omni						
6" Turbine type with register	Sensus Omni						
8" Turbine type with register	Sensus Omni						
10" Turbine type with register	Sensus Omni						

COMMERCIAL WATER METERS

Compound Meter

		ETNA SUPPLY		FERGUSON WATERWORKS	
Description	Specification	Rebuild Kit		Rebuild Kit	
		Bid Price (each)	(each)	Bid Price (each)	(each)
2" Compound type with register	Neptune Tru/Flo			\$1,434.00	\$655.00
3" Compound type with register	Neptune Tru/Flo			\$2,008.00	\$954.00
4" Compound type with register	Neptune Tru/Flo			\$2,724.00	\$1,250.00
6" Compound type with register	Neptune Tru/Flo			\$4,588.00	\$1,900.00
8" Compound type with register	Neptune Tru/Flo			\$14,000.00 HP Protectuss III	N/A
10" Compound type with register	Neptune Tru/Flo			\$16,236.00 HP Protectuss III	N/A
2" Compound type with register	Sensus Omni C2	\$1,440.00			
3" Compound type with register	Sensus Omni C2	\$1,825.00			
4" Compound type with register	Sensus Omni C2	\$3,150.00			
6" Compound type with register	Sensus Omni C2	\$5,450.00			
8" Compound type with register	Sensus Omni C2	\$8,510.00			
10" Compound type with register	Sensus Omni C2	\$11,900.00			

COMMERCIAL WATER METERS							
Positive Displacement Meter							
		ETNA SUPPLY			FERGUSON WATERWORKS		
Description	Specification	Inside	Pit	Rebuild Kit	Inside	Pit	Rebuild Kit
		Application	Application		Application	Application	
		Bid Price	Bid Price	(each)	Bid Price	Bid Price	(each)
		(each)	(each)		(each)	(each)	
1.5" Positive displacement type with register	Neptune T-10 E-coder				\$397.00	\$411.00	\$112.00
2" Positive displacement type with register	Neptune T-10 E-coder				\$517.00	\$531.00	\$145.00

FIRE HYDRANT WATER METERS			
		ETNA SUPPLY	FERGUSON WATERWORKS
Description	Specification	Bid Price (each)	Bid Price (each)
3" Fire hydrant type with register	Metron-Farnier Voyager 80 with Innov8 Electronic Register		
3" Fire hydrant type with register	Neptune Fire Hydrant Meter		\$980.00
3" Fire hydrant type with register	Sensus Omni Fire Hydrant (H2) Meter	\$1,550.00	

STRAINERS

		ETNA SUPPLY	FERGUSON WATERWORKS
Description	Specification	Bid Price (each)	Bid Price (each)
1.5"			\$402.00
2"			\$402.00
3"			\$711.00
4"			\$1,250.00
6"			\$1,862.00
8"			\$3,125.00
10"			\$5,041.00

METER INTERFACE UNIT				
		ETNA SUPPLY		FERGUSON WATERWORKS
Description	Non-Pit		Non-Pit	
	Application Bid Price (each)	Pit Application Bid Price (each)	Application Bid Price (each)	Pit Application Bid Price (each)
Neptune R-900			\$84.00	\$102.00
Sensus 510M (non-pit) single port	\$140.00			
Sensus 510M (non-pit) dual port	\$150.00			
Sensus 520M (pit) single port	\$140.00			
Sensus 520M (pit) dual port	\$150.00			

WALL MOUNT TOUCH PAD			
		ETNA SUPPLY	FERGUSON WATERWORKS
Description			Bid Price (each)
Wall mount touch pad			\$5.00

TOUCH PAD METER READING DEVICE			
		ETNA SUPPLY	FERGUSON WATERWORKS
Description	Specification	Bid Price (each)	Bid Price (each)
Meter reading device	Fieldlogic Handheld device	\$8,000.00	
	Advantage Probe		\$1,227.00

Honeywell Smart Energy provided a meter substitution that did not comply with the meter specifications identified in the bid. Therefore, the alternate meters provided are not included in this bid tabulation.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENT NUMBER 1
FROM BLACK AND VEATCH LTD OF MICHIGAN
TO AMEND THE SCOPE OF SERVICES
FOR THE ULTRAVIOLET DISINFECTION PROJECT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council accept amendment number 1 from Black and Veatch Ltd of Michigan to amend the scope of services for the ultraviolet disinfection project at the Clean Water Plant in the total estimated cost of \$127,381.00.
2. Funds for the project are available in the Sewer Fund Capital Outlay account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept amendment number 1 from Black and Veatch Ltd of Michigan to amend the scope of services for the ultraviolet disinfection project.

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 November 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amendment No. 1

Resolution No. _____

STAFF REPORT

Date: October 6, 2020

Subject: Ultraviolet Light Disinfection Project

From: Jon Burke, Clean Water Plant Superintendent

Meeting Date: November 16, 2020

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Black & Veatch Ltd of Michigan to amend the scope of services outlined in the original design, bid, and construction contract for the ultraviolet (UV) disinfection project at the Clean Water Plant. We are recommending acceptance of Amendment 1, at a cost of \$127,381.00.

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. The expense of running an ultraviolet disinfection system is comparable to the existing chemical chlorine/sulfur dioxide method and offers significant safety advantages for plant staff and the surrounding community.

DISCUSSION:

On November 18th, 2019, with Resolution No. 26548, the City Council entered into an agreement with Black & Veatch to complete the design, bid, and construction phase of the project. The design phase has been completed and the project has been approved by the State of Michigan.

During the detailed design phase of the project it became clear that two existing power transformers were obsolete, and that a card access system for personnel entry had been overlooked. These two items plus the addition of a new stretch of sidewalk added \$28,614 to the cost of the design.

Although Wyoming staff will be able to monitor the vast majority of the construction phase of the project, we are acknowledging that there are some structural tests and special inspections that our staff are not qualified to judge. The cost of this additional work is \$98,767.

The two additional tasks, detailed in the attached Amendment 1, total \$127,381.00, bringing the total not-to-exceed cost of the design, bid, and construction contract with Black & Veatch to \$1,069,803.00.

BUDGET IMPACT:

The cost to perform this additional work is \$127,381.00. Sufficient funds exist in the Sewer Fund Capital Outlay Account #590.590.54400.986.444.

**SCOPE OF SERVICES FOR
AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
CWP UV DISINFECTION DESIGN, BID AND CONSTRUCTION PHASE SERVICES**

This Amendment 1 is made between the City of Wyoming (City) and Black & Veatch Ltd of Michigan (Engineer). This Amendment 1 incorporates the Scope of Services for additional services described herein.

SCOPE OF SERVICES

Task 202 – Design and Bidding Documents Development

The Professional incorporated into the final design drawings and specifications the following items:

- 1) Refeeding the blower building electrical low voltage MCCs with two new transformers and demolition of existing T11 and T12 transformers.
- 2) A card access reader system and its ancillary components for personnel entry into the new UV building.
- 3) New walkway/sidewalk over north channel of Aeration Basin No. 1.
- 4) Snowmelt system for areas around the new UV building.

In addition, an additional City progress review of the drawings and specifications was facilitated by the Professional.

Task 312 – Special Inspections and Testing

Professional will furnish qualified Special Inspections Representative and Special Inspectors. The Special Inspection Representative and Special Inspectors will observe the Contractor's work and perform the services listed in 014553.3 Structural Tests and Special Inspections, as defined herein. The Special Inspections Representative shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Professional. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Professional will coordinate with the City's onsite representative to confirm that Structural Tests and Special Inspections are proceeding in accordance with the Special Inspections Program. Professional will also coordinate with the City's Onsite Representative to determine

when the testing and/or inspections take place in coordination with Contractor’s onsite operation. Professional will serve as the liaison with the Authority Having Jurisdiction (AHJ) and assist the City in providing thorough execution of the Special Inspections Program. Professional will assemble and transmit interim inspection reports to the AHJ and the City in accordance with the schedule set forth in the Special Inspections Program, as defined herein. Professional will report to the City’s Onsite Representative, giving opinions and suggestions based on the interim reporting received from the tests and inspections regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.

Professional will provide updates for the monthly construction progress meetings, and other meetings with the City, AHJ and the Contractor when necessary, to review and discuss progress of inspections and/or testing. Materials for concrete cylinder compression, beam shrinkage, grout, mortar and masonry prisms, and masonry area testing as described in the project specifications have been incorporated. The scope of services for this task is limited to the number of site visits outlined in the table below. The number of site visits per inspection item required results in a total of 66 site visits included in this scope of services.

Inspection Item Description	Number of Site Visits
Concrete rebar	15
Cast-in-place anchor bolts	3
Concrete strength tests	15
Concrete curing	6
Erection of precast members	3
Verification of in-situ concrete strength prior to removal of forms and shores from elevated beams and slabs	3
Verification of in-situ concrete strength prior to backfilling against walls	3
Masonry for occupancy category I, II, or III structures	3
Observe and testing of preparation of required grout specimens, mortar specimens, and/or prisms	3
Structural steel	1
Welding inspection	3
Post-installed anchors – expansion and undercut anchors into concrete	2
Aluminum	2
Welding inspection – aluminum	2
Engineered fill and backfill	3

Attachment A, hereto attached, summarizes the amended Contract Price.

ATTACHMENT A

SUMMARY OF AMENDED CONTRACT PRICE

Original Agreement	\$942,422.00
Amendment No. 1	\$127,381.00
Total – Not to Exceed	<u>\$1,069,803.00</u>

City of Wyoming
 Clean Water Plant Ultraviolet Disinfection Design, Construction Phase Services - Amendment 1
 Level of Effort
 September 15, 2020



Description	Project Director		Project Manager		Engineering Manager		QA/QC	Structural		Architecture	Building Mechanical		Electrical		Instrumentation & Control		CAD/BIM	Hours		Labor		Subconsultants and Expenses		Total Fee		
Task 202 - Detailed Design	1	8	32	2	8	8	8	10	32	9	76	186	28,614						186	\$	28,614				\$	28,614
Task 312 - Special Inspections and Testing	1	22	66		334							423	67,996						423	\$	67,996				\$	98,767
Total	2	30	98	2	342	8	10	32	9	76	609	\$	96,610	\$	30,771	\$	127,381									

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE
ULTRAVIOLET DISINFECTION PROJECT AT THE CLEAN WATER PLANT
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 ultraviolet disinfection project at the Clean Water Plant.
2. It is recommended City Council accept the low bid from Davis Construction, Inc. in the amount of \$6,536,000.00.
3. It is further recommended that the City Council authorize an additional \$326,800.00 for construction contingency for a total estimated project cost of \$6,862,800.00.
4. Funds for the project are available in the Sewer Fund Capital Outlay account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the ultraviolet disinfection project at the Clean Water Plant to Davis Construction, Inc. in the total amount of \$6,536,000.00.
2. The City Council does hereby authorize an additional \$326,800.00 for construction contingency for a total estimated project cost of \$6,862,800.00.
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 November 16, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Letter
Bid
Contract

Resolution No. _____

STAFF REPORT

Date: November 3, 2020
Subject: Ultraviolet Light Disinfection Project
From: Jon Burke, Clean Water Plant Superintendent
Meeting Date: November 16, 2020

RECOMMENDATION:

It is recommended that the City Council accept the bid from Davis Construction, Inc. for the construction of the ultraviolet (UV) disinfection project at the Clean Water Plant at a cost of \$6,536,000 plus a contingency amount of \$326,800 for unforeseen items that may come up during construction, making a total amount of \$6,862,800.

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. The expense of running an ultraviolet disinfection system is comparable to the existing chemical chlorine/sulfur dioxide method and offers significant safety advantages for plant staff and the surrounding community.

DISCUSSION:

On November 18, 2019, with Resolution No. 26548, the City Council entered into an agreement with Black & Veatch to complete the design, bid, and construction oversight phase of the ultraviolet disinfection project at the Clean Water Plant. The design phase has been completed and the project has been approved by the State of Michigan.

The project was advertised on September 21, 2020, and a mandatory pre-bid meeting was held at the CWP on Wednesday, September 30, 2020. The meeting was well attended by over 30 people, representing multiple local construction and mechanical companies. The bid opening was held on Tuesday, October 20, 2020, with five companies responding. The bids were as follows:

Davis Construction	\$6,536,000
Sorensen Gross Company	\$6,632,000.11
Granger Construction Company	\$6,778,000
Clark Construction Company	\$7,284,243
Christman	\$7,848,000

Black & Veatch, along with staff at the CWP, reviewed all the bids and met to discuss the proposals. After reviewing all the proposals, we are recommending that the City accept and enter into a contract with Davis Construction, Inc. for the construction phase of this project at a cost of \$6,536,000. In addition, since we are retrofitting existing structures at the plant, and the discovery of unknown abandoned structures under the ground is a possibility with this project, we

are requesting an additional contingency 5% to cover unforeseen items that may come up in a project like this. Estimated final completion for this work is December 2021, weather permitting.

BUDGET IMPACT:

The cost to complete this project is \$6,536,000 plus a contingency amount of \$326,800, totaling \$6,862,800. Sufficient funds were budgeted and exist in the Sewer Fund Capital Outlay Account #590.590.54400.986.444.



October 29, 2020

City of Wyoming, MI
2350 Ivanrest Ave. SW
Wyoming, MI 49418

Wyoming CWP UV Disinfection Upgrades
B&V Project 403905
B&V File 81.0100

Attention: Jon Burke, Superintendent

Subject: Review and Evaluation of Bids for the Wyoming CWP UV Disinfection Upgrades project.

Sealed bids for City of Wyoming Clean Water Plant UV Disinfection Upgrades, were received and opened at 11:00 a.m. on October 20, 2020, at the Wyoming City Clerk’s Office at the Wyoming City Hall located at 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905. Bids were received from five bidders.

Base bids submitted by the five bidders were \$5,505,756, \$5,601,757, \$5,747,726, \$6,254,000 and \$6,817,757. The Engineer’s opinion of probable construction cost for the project had a range of \$6,290,000 to \$8,880,000. A tabulation of bids received from the five bidders is presented below. The apparent low bidder for the project is Davis Construction, Inc., of Lansing, Michigan.

Bidder	Base Bid Item No. 1	Allowance Item No. 2	Allowance Item No. 3	Total Contract Price
Davis Construction, Inc.	\$5,505,756.89	\$1,024,980.00	\$5,263.11	\$6,536,000.00
Sorenson Gross Co.	\$5,601,757.00	\$1,024,980.00	\$5,263.11	\$6,632,000.11
Granger Construction	\$5,747,726.89	\$1,024,980.00	\$5,263.11	\$6,777,970.00
Clark Construction Co.	\$6,254,000.00	\$1,024,980.00	\$5,263.11	\$7,284,243.11
Christman Co.	\$6,817,757.00	\$1,024,980.00	\$5,263.11	\$7,848,000.11

The City provided Black & Veatch the submitted bid packages for evaluation. The majority of the bidders have submitted documentation that supports having contractor certification in the State of Michigan and license number, bid security, list of subcontractors, completed equipment questionnaire, references and experience to complete the project, MBE/WBE information, and a statement indicating the bidders will self-perform 30% of the labor required for the project. Several documents required to be submitted with the bid appeared to be missing. The table below includes a checklist of required Bidding Documents that have been submitted and/or missing from each Contractor.



After a request by Black & Veatch, Davis Construction, Inc provided the omitted bidding documents on October 28, 2020. Based on our review of the bidding packages, Davis Construction, Inc submitted the lowest bid and has proven to show they have the experience and qualifications to perform the required work. Black & Veatch sees no reason not to award the Wyoming CWP UV Disinfection Upgrades project to Davis Construction, Inc.

The award of this Contract and review of the Bid forms submitted are subject to the City of Wyoming's approval. Black & Veatch reviewed the forms submitted with the Bids from all five bidders and are unaware of any discrepancies. Should the City of Wyoming decide to award the project to Davis Construction, Inc, a Notice of Award should be forwarded to them.

Please contact me if you have any questions or need additional information.

Very truly yours,

Black & Veatch

A handwritten signature in cursive script that reads "Heather A. Cheslek".

Heather Cheslek, PE
Senior Project Manager

cc: Myron Erickson – City of Wyoming, Director of Public Works
Britton Evans, PE – Black & Veatch, Engineering Manager





5236 Dumond Court
Suite A
Lansing, Michigan 48917
Phone: 517.322.3800
Fax: 517.322.0305
www.davisconstruction.us

Grand Rapids Division
4457 40th Street SE
Kentwood, Michigan 49512
Phone: 616.456.0059
Fax: 616.456.0383

**GENERAL
CONTRACTORS**

**BRIDGE, HEAVY
HIGHWAY & SITE
CONSTRUCTION**

**TRUCKING
SERVICES**

Equal Opportunity Employer



**Wyoming Clean Water Plant
UV Disinfection Improvements
Statement of Intent to Perform 30% of the Work**

October 20, 2020

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

To Whom it May Concern:

Davis Construction, Inc. has reviewed the bidding documents and the requirement for the General Contractor to perform a minimum of 30% of the on-site labor with their own forces.

Davis Construction, Inc. will comply with this requirement by self-performing the dewatering, concrete, selective demolition, general trades, miscellaneous metals work, and project supervision.

Sincerely,

Davis Construction, Inc.

Rob Kaliniak
Vice-President



5236 Dumond Court

Suite A

Lansing, Michigan 48917

Phone: 517.322.3800

Fax: 517.322.0305

www.davisconstruction.us

Grand Rapids Division

4457 40th Street SE

Kentwood, Michigan 49512

Phone: 616.456.0059

Fax: 616.456.0383

Texas Division

2045 E. Highway 380

Suite 100

Decatur, Texas 76234

Phone: 940.626.0022

Fax: 940.626.0047

**GENERAL
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HIGHWAY & SITE
CONSTRUCTION**

**TRUCKING
SERVICES**



Michigan Infrastructure &
Transportation Association

Equal Opportunity Employer



4457 40th Street

Kentwood Mi 49512

(616) 456-0059 (616) 456-0383

October 23, 2020

Re: Wyoming CWP UV Disinfection Upgrades

Please find enclosed:

- Contractors License Number as Follows: 2102049442
- Bidders Qualification Statement
- Addendum 1&2 Signed Cover Pages
- Cover Letter – Bid inclusion
- Proposed Schedule
- Non-Collusion Affidavit
- Non-Segregated Facilities Affidavit

Sincerely

Jessica Rus

Office Manager
Davis Construction Inc

SECTION 00301

BIDDER'S QUALIFICATION STATEMENT

The undersigned BIDDER declares that he has had prior experience in the services to be performed and has the necessary finances, personnel, working organization, and equipment available to execute the Work. This form is required to be completely filled out and submitted with the bid.

Location	Type of Work	Year	Contract Amount	Owner (Address, Contact & Phone)	Consulting Engineer (Address, Contact, Phone)	Completion Date
City of Grand Rapids	Alger Pump Station	2018	\$2,639,696	City of Grand Rapids 300 Monroe St. NW Grand Rapids, MI 49503	GR Engineering 300 Monroe St. NW Grand Rapids MI 49503 Jeff McCaul 616-456-3060	2019
Battle Creek MI	RIMR Facility	2018	\$2,884,231	City of Battle Creek 10N, Division St. Battle Creek MI 49016	Jones & Henry 3103 Executive Pkwy Toledo OH 43606 269-353-9650	2020
Howell Michigan	Genoa WWTP Expansion	2018	\$8,563,000	Genoa Oceola Sewer and Water Authority	Tetra Tech 401 S. Washington Sq Suite 100 Lansing MI 48933 Gary Markstrom 517-316-3930	Fall 2019
Ludington MI	WWTP Improvements	2017	8,192,703.00	City of Ludington	FTCH 1515 Arboretum Dr GR, MI 49546 John Rafter (616)676-3824	Dec. 2018
Grandville MI	WWTP Improvements	2017	552,500.00	City of Grandville 3195 Wilson Ave SW Grandville MI 49418	Moore & Bruggink 2020 Monroe Ave. NW, GR, MI Brian Hannon (616)363-9801	Spring 2018
St. Joseph MI	WWTP Improvements	2018	\$13,130,000	City of St Joseph 700 Board St. St. Joseph, MI 49085	CH2M 135 South 84th St. Milwaukee, WI 53214	2020
Battle Creek Michigan	Sludge Cake Loading	2017	\$3,275,352	City of Battle Creek 10N, Division St. Battle Creek MI 49016	Jones & Henry 3103 Executive Pkwy Toledo OH 43606	Nov. 2018

Davis Construction, Inc.

(BIDDER'S Name)



(Signature)

*NOTE: A separate sheet may be attached and used in place of this form if your business has a standard reply prepared for this type of information



ADDENDUM - BID/PROPOSAL FOR WYOMING CWP UV DISINFECTION UPGRADES

BID DUE: 11:00 AM; Tuesday, October 20th

ADDENDUM #1: October 1st, 2020

This addendum includes 2 attachments.

Item 1

In Specification Section 00 11 16 Invitation to Bid, the first paragraph shall read:

Sealed Bids will be received by the City of Wyoming, Michigan (Owner) at Wyoming City Clerk's Office, Wyoming City Hall, 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 by October 20th, 2020 until **11:00 a.m.**, local time, for the Clean Water Plant UV Disinfection Upgrades project.

Item 2

The original Project Manual was replaced with new Project Manual which was provided to the digital plan room on September 23, 2020. Bidders shall verify that the new manual was downloaded. Certain confidential information from the Trojan submittal was removed. These changes to the project manual will not affect the bid.

Item 3

Two reference drawing files have been added to River City Reproductions Digital Plan Room: "2005 Record Drawings" and "1972 Record Drawings".

Item 4

Add "RW Gate Company" to paragraph 2-3 under Specification Section 40 05 59.13 Open-Channel Metal Slide Gates and Weir Gates for acceptable manufacturers.

Item 5

In the "Doors" section of paragraph 2-1 in Specification Section 08 16 13 Fiberglass Reinforced Plastic Doors and Frames, remove "polyurethane" from foam core and change "25 years" to "10 years".

Item 6

Drawing MD-101 has been revised. Notes that were not legible in Section 1 have been fixed. See attached revised drawing MD-101.

Item 7

Questions from Bidders and responses from the City of Wyoming:

Q1) Do you anticipate extending the bid due date?

R1) No. Bid Opening date will remain as October 20th, 2020. However, the time has changed from 10:00 A.M to 11:00 A.M. See Item 1 in this addendum.

Q2) What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

R2) What is stated in the bidding documents will dictate the winning bid.

Q3) Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?

R3) No.

Q4) Other than your own website, where was this bid posted?

R4) The Invitation to Bid was posted on the City of Wyoming's website as well as River City Reproductions Digital Plan Room.

Q5) Commissioning – Is the intent the General Contractor to hire a third party and complete commissioning on the equipment and system of operations? A/E please clarify.

R5) Per Specification Section 01 91 00 Commissioning, the Contractor is responsible for furnishing all labor, materials, instruments, incidentals, and equipment required for startup, testing, and commissioning. The startup team is defined in Paragraph 3.02 in Specification Section 01 91 00 Commissioning.

Q6) Documents do not indicate workmanship and material warranty period. A/E please advise.

R6) EJCDC General Conditions (Specification Section 00 72 00) states a one-year period as the correction period. Workman and warranty period shall be one-year per this requirement unless otherwise stated in other specific specification sections.

Q7) Documents do not indicate anticipated construction start date.

R7) The tentative award date for this project will be November 17th, 2020. The City anticipates that the submittal process will begin shortly after all appropriate documents are signed. Construction start date will be up to the Contractor with a full schedule approved by the Engineer and City of Wyoming after the preconstruction meeting.

Q8) Documents do not show or provide geotechnical report with a Soil boring logs. A/E please provide Geotechnical Report with Soil Boring logs.

R8) The geotechnical report has been posted to the River City Reproductions Digital Plan Room.

Q9) Our understanding is the plans have been reviewed by the City. GC to only pay for building permit.

R9) This is correct.

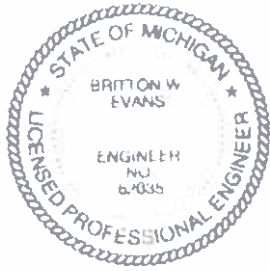
Q10) Testing Services and Inspections by Owner or GC. A/E please clarify.

R10) Special Inspections outlined in spec section 01 45 33.3 will be completed by an Owner's approved agent. Contractor shall reference this spec section for Contractor responsibilities.

Q11) Specification Section 00 73 00, Sub Section-SC-7.01: Can you please elaborate on the 30% self-perform requirement?

R11) The general contractor must self-perform a minimum of 30% of the contract work which means 30% of the labor required to complete the work must be furnished by the general contractor.

Questions regarding the specifications may be directed to: Britton Evans with Black & Veatch at evansb@bv.com, or by contacting the Purchasing Department at 616-530-7229 (Monday-Thursday, 7:00 AM – 5:00 PM).



The Addendum shall be part of and be incorporated into this bid/proposal.

Please complete this addendum and attach to your bid/proposal. Also indicate receipt by inserting the number and date in the space provided on page 2 of the Bid Form. If your bid proposal has already been submitted, please return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal written on the outside of the envelope.

Davis Construction, Inc.

COMPANY

(616)456-0059

BUSINESS PHONE

Rob@davisconstruction.us

EMAIL ADDRESS (REQUIRED)

CELL PHONE

Rob Kaliniak

NAME (PLEASE PRINT)

SIGNATURE (REQUIRED)

DATE



The Addendum shall be part of and be incorporated into this bid/proposal.

Please complete this addendum and attach to your bid/proposal. Also indicate receipt by inserting the number and date in the space provided on page 2 of the Bid Form. If your bid proposal has already been submitted, please return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal written on the outside of the envelope.

Davis Construction, Inc.

COMPANY

(616)456-0059

BUSINESS PHONE

CELL PHONE

Rob@davisconstruction.us

EMAIL ADDRESS (REQUIRED)

Rob Kalinaik

NAME (PLEASE PRINT)

A handwritten signature in black ink, appearing to read "Rob Kalinaik".

SIGNATURE (REQUIRED)

10/26/2020

DATE



ADDENDUM - BID/PROPOSAL FOR WYOMING CWP UV DISINFECTION UPGRADES

BID DUE: 11:00 AM; Tuesday, October 20th

ADDENDUM #2: October 14th, 2020

No further questions will be accepted at this time and this will be the final addendum for the subject project.

This addendum includes 4 attachments.

Item 1

The Hach UVt analyzer has been removed from the Trojan Technologies Scope and a YSI UVt analyzer shall be provided by the Contractor instead. Due to this change, Bidders to note the following:

- A) Remove Attachment B in its entirety and replace with the attached revised scope from Trojan Technologies.
- B) In Specification Section 00 41 00 Bid Form, the allowance item "UVSS Allowance" shall now be a sum of \$1,024,980.00 instead of \$1,041,480.00.
- C) Add the following paragraph to Specification Section 40 75 00: "2-2.13. Ultraviolet Transmittance Analyzers. Ultraviolet Transmittance (UVT) Analyzers shall be YSI IQ UVT-254 705, without exception."
- D) In Specification Section 40 61 11-S1, edit as follows:
 - a. Remove Item 1
 - b. Revise Item 2, Output Range Column to read "UV MFR".
 - c. Revise Item 2, Specification Column to read "407500".
 - d. Revise Item 2, Remarks Column to be blank.
- E) Remove the following Drawings and replace them with the Drawings attached to this addendum:
 - a. I-101 P&ID – UV System
 - b. I-102 P&ID – Screw Pumps and Cascade Aeration
- F) Revise associated electrical Drawings are as follows:
 - a. Drawing E-103: Remove UV-AIT-0500-01.
 - b. Drawing E-704: Add MFR Cable, ¾" from UV-AE-0500-01 to EPP-AIT-0510-01.
 - c. Drawing E-705: Remote UV-AIT-0500-01, reroute UV-AE-0500-01 to EPP-AIT-0510-01.
 - d. Drawing E-705: Add 1-1PR#16S,3/4" from EPP-AIT-0500-01 to SCC-0500.
 - e. Drawing E-705: Modify circuit SCC0500-2:1-1PR#16S,3/4" to SCC0500-2:2-1PR#16S,3/4"

Item 2

In Specification Section 40 05 59.13-S01 Open-Channel Metal Slide Gates and Weir Gates Schedule, Column 1.150 should read "yes" instead of "no" and column 2.010 should read "HGBS" instead of "HFS".

Item 3

During the Prebid Meeting a statement indicating that the project is tax exempt was made. This is incorrect and the project will incur Michigan Sales tax on all equipment as outlined in the Contract Documents. No change is needed to the Contract Documents.

Item 4

Bidders shall provide a statement signed by an officer or other authorized official of the Bidder's organization that certifies that, and states how, the bidder will self-perform a minimum of 30% of the labor required to complete and furnish the work as outlined in the Contract Documents. Due to this additional document to be included as an attachment to the bid, Bidders to note the following:

- A) In Specification Section 00 41 00 Bid Form, Article 7, Paragraph 7.01, add "I. Certified/Signed statement of intent to self-perform 30% of the labor required to complete the project."

Item 5

In Specification Section 07 54 23 Thermoplastic-Polyolefin (TPO) Roofing, Paragraph 2.4 Roof Insulation, A.3, add: c. Minimum R-value of combined insulation layers to be R-30.

Item 6

Questions from Bidders and responses from the City of Wyoming:

Q1) The specification calls for FM 1-34 VSH. A/E please confirm the need for FM Global's "very severe hail" assembly. We do not believe the building is in the VSH territory based on the building location. The map shows this in the moderate zone. The destination would require the use of OSB or plywood as the cover board.

R1) In paragraph 2.1, D, 2 in Specification Section 07 54 23 Thermoplastic-Polyolefin (TPO) Roofing, remove "VSH" and replace with "MH".

Q2) Sheet -702 MCC-28A. Please advise location of the item 108kw, located on the bottom left of the drawing.

R2) 108kw which is EWH-1 is located in the southwest corner of the new electrical room at the stop of the stairwell as shown on E-102.

Q3) A question arose at the Prebid meeting pertaining to the grouting requirements including a mix design for the screw pumps.

R3) All grouting requirements including mix design will come directly from the manufacturer. Bidder shall contact screw pump manufacturer for any detailed questions or additional information.

Q4) A question arose at the Prebid meeting pertaining to the coating procedure of the screw pumps.

R4) All coatings of the screw pumps shall be performed in the shop per paragraph 2-7.04 in Specification Section 43 24 41.13 Positive Displacement Inclined Open Archimedes Screw Pumps. Only coating touchups will be allowed in the field.

Q5) A question arose at the Prebid meeting about the location of discharging dewatering water.

R5) After review, the dewatering water can be discharged to the storm water culverts to the northeast of the project area that lead to the wetland/tree area. If washout or too much ponding occurs, the alternate option is to discharge directly to the lake to the northeast. EGLE does not require this water to be treated however it also cannot be mixed with the effluent because the City of Wyoming does not have a way to discharge it after the final

DO and TRC sample point.

Q6) In regards to the new bulkheads at the channels as shown on the demo and structural drawings, can the plant accommodate a shut down for a 1 week to install these? Can they be poured at the same time?

R6) This channel is abandoned and currently has no flow in it. No, the plant will not be able to be shutdown for 1 week under any circumstances without appropriate bypass pumping. Based on this channel being abandoned a plant shutdown should not be necessary and they can be constructed at the same time however means and methods of construction will be up to the Contractor.

Q7) Can you find out how many gallons of water the plant can take for 12 months (question is with regards to the amount of dewatering discharge).

R7) The maximum capacity of the plant is 42 MGD during peak flow. The average daily flow is 14 MGD. The contractor will be responsible for estimating the amount of dewatering water in their dewatering plan. Discharge locations are as outlined in Q5/R5 above.

Q8) Note #3 on sheet C-103 says all 60" pipe shall be RCP please confirm. Also are there any AIS or Domestic requirements for the above mentioned project?

R8) Confirmed. 60" pipe shall be RCP. No AIS or Domestic requirements for this project.

Q9) Can you include some type of ductile iron specs in the next addendum especially for the fab pipe for the 4" Drain & 6" FEW?

R9) Bidder shall reference drawing M-101, Note 7.

Q10) There is note, per excerpt below Note 6, to utilize Eaton field services to retrofit the existing 5KV Allis Chalmers starter sections. Did your team work with anyone at Eaton on this already to confirm feasibility and connection requirements?

R10) Michael Mattox, EESS District Operations Supervisor, 11305 Strang Line Road, Lenexa, KS 66215, Office: 913-327-3627, Cell: 913-396-1368, Email: MichaelMattox@eaton.com

Q11) Are there any add'l details on the existing AC 5KC motor starters showing detailed dimensions of the enclosures and cross bussing? I looked thru the Addendum, 3 memos, and original published docs and found some old 1972 and 2005 blower bldg. dwgs on Builder Exchange, however didn't see any further details on these MCC's specifically either in the dwgs or specifications. Pictures of the inside of these starter sections would also be very helpful if available.

R11) Additional information cannot be provided at this time. Also see response to Q12.

Q12) The revised MCC specification 262423 lists Allen Bradley no equal. Eaton would request to be added as equal to bid these 2 MCC's per specification. We can provide ethernet communication as specified and Rockwell metering integral to our Eaton Freedom MCC's and meet the functional intent of the specification with our starters and SSOL's.

R12) The client has requested to accept only Allen Bradley MCC's to provide standardization around all of their equipment.

Q13) Do we need to plan on dewatering the complete aeration basin to avoid any floatation concerns?

R13) The contractor will need to provide enough dewatering to ensure that the existing basin is not damaged during construction and adhere to the requirements as outlined in the Contract Documents. See Q5/R5 for location of discharging dewatering water.

Q14) The PRV valves that are not working are they not working in the open position or the closed position?

R14) It is unclear if these PRVs are broken open or closed. They are inoperable.

Q15) In the spec, Section 40 64 00, 2-9, PROGRAMMING SOFTWARE. I just want to make sure this [licensed copy of the software] is needed, as I'm sure the plant has more than 1 licensed copy now.

R15) In Specification Section 40 64 00 Programmable Logic Controllers, Delete Paragraph 2-9 and replace with "System Supplier shall furnish all programming files and software documentation in a non-password protected non-encrypted Allen Bradley RSLogix Studio 5000 Logix Designer Professional Edition format, on USB flash drive or SD card media to the Owner upon successful startup and commissioning of the system. Each copy of the programming files shall include all necessary device drivers and add-on software packages." A licensed copy of the software is not required.

Q16) As I read to the next section, they also included software for the "2-11 OPERATOR INTERFACE TERMINALS", same question [as Q15/R15].

R16) In Specification Section 40 64 00 Programmable Logic Controllers, Delete the third paragraph under section 2-11. It currently reads, "One licensed copy of the OIT software used to create the screens shall be turned over to the Owner upon successful startup and commissioning of the system." This is not required.

Q17) A question arose about obtaining a more detailed scope of work on commissioning, specifically related to Specification Section 01 91 00.

R17) An outside third-party commissioning agent or entity is not required for commissioning and startup activities. All commissioning and startup can be completed by manufacturer's field representatives and as outlined in individual equipment specification sections. Contractor shall complete all other coordination items as outlined in the Contract Documents. Due to this clarification, Bidders shall replace Specification Section 01 91 00 Commissioning in the Contract Documents with the attached revised specification.

Q18) In the Project Specifications Section 40 05 39.24 Concrete Sewer Pipe in Part 2-6.01 under Bends and Tees it requires that bends and tees for concrete sewer pipe be fabricated using 10 gage steel cylinder pipe and coated with mesh reinforced concrete or mortar. Would it be possible to allow standard prefabricated sections of reinforced concrete pipe that are green cut to match, then the reinforcing is welded together, then the void is replaced with Speed Crete?

R18) This is an acceptable manufacturing alternative provided that the pipe and fittings meet the appropriate ASTM standards as outlined in Specification Section 40 05 39.24 Concrete Sewer Pipe. The fittings must also be able to withstand all soil, over burden, flow, and head conditions as outlined in the Contract Documents.

Q19) What type of insulation should we figure inside the panels [referencing the architectural panels]?

R19) Due to this question, Bidders to note the following change:

A) In Specification Section 03 45 00 Precast Architectural Concrete, Paragraph 2.1 Performance Requirements, add: D. Thermal Performance: Foam insulation to be a minimum R-12.

Q20) What type of wythe connectors should be figured?

R20) Truss wythe connectors are not specified. This is an item to be designed by the panel manufacturer.

Q21) Spec calls for the wall panels to meet an Architectural specification, but I don't see any architectural finishes.

R21) The finish discussed and specified in Specification Section 03 45 00 Precast Architectural Concrete was no form liner and rather a cast smooth face and troweled back. Refer to Paragraph 2.10.

Q22) The documents do not show the location of the suction and/or the location of the discharge for the bypass pumps. A/E please provide the following to quote a design for the temporary bypass system:

- a. Static suction lift (is that 16' to grade or impeller eye?)
- b. Total discharge distance – is this an open pit or a pipe connection?
- c. Plumbing profile
- d. Wastewater depth at suction point

R22) Means and methods of construction are the responsibility of the Contractor. For additional clarification, the static suction lift is to grade plus the addition of the pump height. The discharge of the bypass pumping shall be located at the south end of the Parshall Flume to the west of Chlorine Contact Basin No. 2. This is the location of the chlorine addition and all bypass water must be disinfected. Refer to the hydraulic profile, G-004, for water elevations at respective flow rates.

Q23) Spec Section 015329, Part 3 – Execution states, “An operator shall be on site 24 hours a day while bypass pumping system in operation.” A/E please advise this is correct.

R23) Yes, this is the intent of the specification.

Q24) Please clarify the thickness and composition of the concrete walkway that is to be removed per detail 1/MD 101.

R24) Bidders shall reference drawings B10 and B12 (Section 6) of the 1972 Record Drawing set available on the digital plan room.

Q25) A question arose pertaining to outdated Carboline products that are specified.

R25) Due to this change, Bidders to note the following:

- A) In Specification Section 40 05 61.23 Resilient Seated Gates Valves, Paragraph 2 1.03 Shop Coatings, under the ‘Epoxy’ section, “Carboline Carboguard 891” shall be replaced by “Carboline Carboguard 891 VOC”.
- B) In Specification Section 40 05 63.53 Miscellaneous Ball Valves, Paragraph 2 1.19 Shop Coatings, under the ‘Epoxy Enamel (for liquid service)’ section, “Carboline Carboguard 891” shall be replaced by “Carboline Carboguard 891 VOC”.
- C) In Specification Section 40 05 68 Check Valves, Paragraph 2 1.20 Shop Coatings, under the ‘Epoxy Enamel (for liquid service)’ section, “Carboline Carboguard 891” shall be replaced by “Carboline Carboguard 891 VOC”.



The Addendum shall be part of and be incorporated into this bid/proposal.

Please complete this addendum and attach to your bid/proposal. Also indicate receipt by inserting the number and date in the space provided on page 2 of the Bid Form. If your bid proposal has already been submitted, please return the addendum to the Clerk’s Office in a sealed envelope with the name of the bid/proposal written on the outside of the envelope.

Davis Construction, Inc.

COMPANY

(616)456-0059

BUSINESS PHONE

Rob@davisconstruction.us

EMAIL ADDRESS (REQUIRED)

Rob Kalinaik

NAME (PLEASE PRINT)

A handwritten signature in black ink, appearing to read "Rob Kalinaik".

SIGNATURE (REQUIRED)

10/26/2020

DATE



5236 Dumond Court
 Suite A
 Lansing, Michigan 48917
 Phone: 517.322.3800
 Fax: 517.322.0305
www.davisconstruction.us

4457 40th Street
 Kentwood Mi 49512
 (616) 456-0059 (616) 456-0383

October 23, 2020

Grand Rapids Division
 4457 40th Street SE
 Kentwood, Michigan 49512
 Phone: 616.456.0059
 Fax: 616.456.0383

Re: Wyoming CWP UV Disinfection Upgrades

Please find enclosed:

- Wyoming CWP UV Disinfection Upgrades Bid Form
- Bid Bond
- List of Subcontractors
- Equipment List
- List of Project References
- Evidence of Authority
- Bidders Qualification Statement

Texas Division
 2045 E. Highway 380
 Suite 100
 Decatur, Texas 76234
 Phone: 940.626.0022
 Fax: 940.626.0047

Sincerely


 Jessica Rus

Office Manager
 Davis Construction Inc

**GENERAL
 CONTRACTORS**

**BRIDGE, HEAVY
 HIGHWAY & SITE
 CONSTRUCTION**

**TRUCKING
 SERVICES**



Michigan Infrastructure &
 Transportation Association

Equal Opportunity Employer

CITY OF WYOMING MICHIGAN
 CLEAN WATER PLANT
 UV DISINFECTION UPGRADES
 PRELIMINARY CS SCHEDULE

ID	Task Name	Duration	Start	Finish	arter	3rd Quarter
					Nov	1st Quarter
					Nov	Jan
					Nov	Mar
					Nov	May
					Nov	Jul
					Nov	Sep
					Nov	Nov
1	Basis on Award of Contract 11/17/20	1 day?	Tue 11/17/20	Tue 11/17/20		
2	Preconstruction meeting	1 day?	Wed 11/18/20	Wed 11/18/20		
3	Shop drawing submittals	50 days	Tue 11/17/20	Mon 1/25/21		
4	Soil erosion	1 day?	Wed 11/18/20	Wed 11/18/20		
5	Build staging area	3 days	Thu 11/19/20	Mon 11/23/20		
6	Mob job trailer	1 day?	Tue 11/24/20	Tue 11/24/20		
7	Install well point dewatering	3 days	Tue 11/24/20	Thu 11/26/20		
8	Mob crane	1 day?	Tue 11/24/20	Tue 11/24/20		
9	Install temp cofferdam @ slidegate basin #2	2 days	Wed 11/25/20	Thu 11/26/20		
10	Fill Basin #2 to 12' to counter floatation	4 days	Fri 11/27/20	Wed 12/2/20		
11	Install 3 monitoring wells	2 days	Mon 11/30/20	Tue 12/1/20		
12	Pump Basin #1 dry	3 days	Wed 12/2/20	Fri 12/4/20		
13	Install shoring at walkways	2 days	Mon 12/7/20	Tue 12/8/20		
14	Demo air pipe/concrete supports/fencing	5 days	Wed 12/9/20	Tue 12/15/20		
15	Demo walkways	8 days	Wed 12/16/20	Fri 12/25/20		
16	sand blast to 1/4" aptitude concrete @ new concrete	1 day?	Mon 12/28/20	Mon 12/28/20		
17	Form/Rebar/Pour bulkheads	5 days	Mon 12/28/20	Fri 1/1/21		
18	Form/Rebar/Pour Base slab	15 days	Tue 12/29/20	Mon 1/18/21		
19	Form/Rebar/Pour 1 side wall @ UV	10 days	Tue 1/19/21	Mon 2/1/21		
20	Form/Rebar/Pour walls @ basin	20 days	Tue 2/2/21	Mon 3/1/21		
21	Water test walls	5 days	Tue 3/2/21	Mon 3/8/21		
22	Shore/Form/Rebar/Pour support beams to existing tank walls	15 days	Tue 3/2/21	Mon 3/22/21		
23	Form/Rebar/Pour UV Concrete	45 days	Tue 3/23/21	Mon 5/24/21		
24	Install Precast Building	4 days	Tue 5/25/21	Fri 5/28/21		
25	Membrane Roof on Precast Building	2 days	Mon 5/31/21	Tue 6/1/21		
26	Prime & first coat precast wall interior	3 days	Wed 6/2/21	Fri 6/4/21		

Project: Project1
 Date: Sat 10/24/20

Task: Milestone: External Tasks:

Split: Summary: External Milestone:

Progress: Project Summary: Deadline:

ENGINEER: Black & Veatch LTD of Michigan
 GENERAL CONTRACTOR: Davis Construction

Section 00 45 19

NON-COLLUSION AFFIDAVIT

City: Kentwood

County: Kent

State: Michigan

Rob Kalinaik being first duly sworn, deposes and says that
Authorized Officer

he/she is Vice President of Davis Construction, Inc.
(Owner, Partner, President, etc.) Company Name

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or another bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; further, that such bidder has not, directly or indirectly submitted this bid, or that contents thereof, or divulged information or data relative thereto any association or to any member of agent thereof.

[Signature]
Affiant

Sworn and subscribed before me this 26th day of October, 2020.

[Signature]
Notary Public Jessica Rus

County: Kent

State: Michigan

(SEAL)

June 17, 2021
Expiration Date

Section 00 45 33

NON-SEGREGATED FACILITIES AFFIDAVIT

U.S. ENVIRONMENTAL PROTECTION AGENCY
WATER QUALITY OFFICE

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that they will retain such certifications in their files.



Signature

10/26/2020

Date

Rob Kaliniak/Vice President

Name and Title of Signer

(Please Type)

Davis Construction, Inc.

Firm Name

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



Professional Resume

ROB KALINIAK

Project Manager / Field Operations Manager / Vice President

QUALIFICATIONS

Rob has over 30 years of construction experience specializing in concrete, water and wastewater treatment plants. He is especially passionate about Wastewater Treatment Plants and the challenges associated with completing the construction improvements while keeping the plant operational. Rob's proactive approach and attention to detail has ensured his projects are completed ahead of schedule with a remarkable level of quality and owner satisfaction.

RELEVANT EXPERIENCE

New Headworks - Buchanan, Michigan

Davis completed the design/build of a new 1.0 MGD headworks facility at the City of Buchanan WWTP. The existing equipment was dilapidated and near failure and the City needed a time-sensitive solution. Davis teamed with Gosling Czubak, Franklin Holwerda, & Windemuller to deliver the \$1.0M project under budget and on time. This headworks building included new pumps, grit removal and screen system and was built to accommodate pumping to a future oxi-ditch to be constructed in 2018.

Wastewater Treatment Plant Improvements - Holland, Michigan

Teamed with FTC&H, Franklin Holwerda, & Windemuller, Davis took on the \$14.3M upgrades of the secondary treatment facility. The project required the design and construction of a new solids handling system built inside an existing structure while maintaining plant operations. The new system included screens, sludge presses, gravity belt thickener, new pumps, and an odor control system along with the replacement of two final clarifiers. The project also required rebuilding of the aeration tanks to operate on high-purity oxygen allowing more efficient processing of solid wastes.

Wastewater Plant Pump Station - South Haven, Michigan

South Haven undertook an impressive city-wide list of infrastructure improvement projects during 2017 including upgrades of the existing WWTP Pump Station to meet the demands of local commercial and industrial developments by adding a new \$5.7M headworks building and a 24'w x 20'd wetwell pump station. The existing plant remained operational during the construction and rebuild of the raw sewage pump station and installation of new screening and grit equipment.

Lakewood WW Sewer Authority Improvements - Lake Odessa, Michigan

Davis worked with Wolverine Engineering, Franklin Holwerda, & DVT Electric on this \$8.85M project to provide the Authority with a system that meant the needs of the community and MDEQ standards providing an oxi-ditch, large DAF, added clarifiers, chemical feed system, pumps, septage unloading, headworks, and a UV system.



Professional Resume

PETER ELZINGA, P.E.

Project Manager

QUALIFICATIONS

Peter has over 25 years of construction experience working as a project manager and estimator. For the past 11 years he has focused on estimating and managing water treatment and wastewater treatment and the associated self-performed concrete, general trades, and selective demo work that is necessary to be successful. He possesses the technical know-how of project management and the passion for wastewater treatment plants.

RELEVANT EXPERIENCE

Wastewater Treatment Plant Improvements - Holland, Michigan

Teamed with FTC&H, Franklin Holwerda, & Windemuller, Davis took on the \$14.3M upgrades of the secondary treatment facility. The project required the design and construction of a new solids handling system built inside an existing structure while maintaining plant operations. The new system included screens, sludge presses, gravity belt thickener, new pumps, and an odor control system along with the replacement of two final clarifiers. The project also required rebuilding of the aeration tanks to operate on high-purity oxygen allowing more efficient processing of solid wastes.

Wastewater Plant Pump Station - South Haven, Michigan

South Haven undertook an impressive city-wide list of infrastructure improvement projects during 2017 including upgrades of the existing WWTP Pump Station to meet the demands of commercial and industrial developments by adding a new \$5.7M headworks building and a 24'w x 20'd wetwell pump station. The existing plant remained operational during the construction and rebuild of the raw sewage pump station and installation of new screening and grit equipment.

Ludington Water Treatment Plant - Ludington, MI

Davis, Franklin Holwerda, & Windemuller were selected to complete the \$8.3M improvements to the existing water treatment plant. Working within the existing footprint existing clarifiers were removed to make room for new flocculators, plate settlers, chemical tanks, and filters. Phase I was completed in 7 months during the plants low service period.

Holland-Wyoming Interconnect - Holland, MI

Davis with Franklin Holwerda constructed a new \$1.5M valve and meter station for the Holland Board of Public Works. This facility connects the water supply system of the City of Wyoming with the City of Holland to provide redundancy for these two communities. This project included large diameter high pressure piping, automatic valves, flow meters, and instrumentation and controls.

EDUCATION

B.S., Civil Engineering
Michigan
Technological
University

REGISTRATION

Professional Engineer
Michigan #053699

OTHER

Vice President,
Michigan Society of
Professional
Engineers, West
Michigan Chapter

Professional Resume

BRIAN GRAMMER

Safety Director, CSM, HTTT, EEO Officer

EDUCATION

Associates of Applied Science in Federal Aviation Airframe and Power Plant Mechanics, Lansing Community College

MEMBERSHIPS

ASQ (American Society for Quality)

BSI Management Systems

NASP (National Association of Safety Professionals)

CERTIFICATIONS / ACCREDITATIONS

LEAD Auditor

Hazwoper Level 5 Trainer

MIOSHA 10-HR Certified

MIOSHA 30HR Certified

OTHER

Level L National Security Clearance

SME Level 1 Metallurgist

QUALIFICATIONS

With over 29 years of experience governing a variety of safety related expertise, Brian excels at all environment, health and safety controls.

Brian began his career serving four and a half years with the US Navy in Aviation Special Operations. After leaving the military, Brian obtained his Associates of Applied Science in Federal Aviation Airframe and Power Plant Mechanics. Brian spent the next 20 years working in manufacturing holding supervisory positions in manufacturing, quality, and environmental engineering. During this time, while managing three plants and with Brian's oversight, Brian became a certified LEAD Auditor and obtained ISO14001 certification and OSHAS18000 health and safety certification for all three plants.

Brian spent the next three years with the Department of Energy (DOE) as an Environmental Liaison between the DOE and Local United Steel and Nuclear Workers, providing oversight during demolition of discontinued nuclear weapons buildings.

For the past seven years, Brian has worked for Davis Construction, Inc., as our Safety Director, a Certified Safety Manager, providing oversight, safety training, job site inspections, jobsite safety analysis, and serving as Davis's EEO Officer. Brian works in collaboration with MITA, MIOSHA, and OSHA to ensure the safety, compliance, and success of all of Davis's employees and projects.

COMPLETED PROJECTS

Name, Location, and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	5.B. Yes/No	5.C. Yes/No	5.D. Yes/No	5.E. Yes/No	5.F. Yes/No	Reference/Contact Include Address & Phone
Grand Rapids MI Alger Pump Station	City of Grand Rapids	Grand Rapids Engineering	Sep 2019	2,639,676	No	No	No	No	No	GR Engineering 300 Monroe St. NW Grand Rapids MI 49503
Battle Creek MI RIMR Facility	City of Battle Creek	Jones & Henry 3103 Executive Pkwy Toledo OH 43606	Summer 2020	2,884,231	No	No	No	No	No	Jones & Henry 3103 Executive Pkwy Toledo OH 43606
Genoa MI WWTP Expansion	Genoa Oeoala Sewer and Water Authority	Tetra Tech	Nov 2019	8,563,000	No	No	No	No	No	Tetra Tech 401 S. Washington Sq Suite 100 Lansing MI 48933 Gary Marks from 517-316-3930
Holland MI WWTP Improve.	City of Holland	FTCH 1515 Arboretum DR Grand Rapids MI	2017	13,330,000	No	No	No	No	No	FTCH 1515 Arboretum DR Grand Rapids MI Jack Rafter 616-676-6824
Berrien County MI Reactor Upgrade	Berrien County Landfill	Gosling Czubak	Summer 2019	3,135,450	No	No	No	No	No	Gosling Czubak 1280 Business Prk Dr Traverse City, MI 49686
St. Joseph MI WWTP Improvements	City of St Joesph	CH2M 135 South 84th St. Milwaukee, WI 53214	Spring 2020	13,130,000	No	No	No	No	No	CH2M 135 South 84th St. Milwaukee, WI 53214
Grandville MI WWTP Improve.	City of Grandville	Moore & Bruggink 2020 Monroe Ave Grand Rapids	2018	\$552,500	No	No	No	No	No	Moore & Bruggink 2020 Monroe Ave Grand Rapids MI Brian Hannon
Ludington MI WWTP Improve.	City of Ludington	FTCH 1515 Arboretum DR Grand Rapids MI	Spring 2018	\$8,192,703	No	No	No	No	No	FTCH 1515 Arboretum DR Grand Rapids MI Jack Rafter 616-676-6824
Battle Creek MI Sludge Cake Loading	City of Battle Creek	Jones & Henry 3103 Executive Pkwy Toledo OH 43606	2018	\$3,275,352	No	No	No	No	No	Jones & Henry 3103 Executive Pkwy Toledo OH 43606 269-353-9650

If any of questions 5.B. through F is yes, then attach written explanation.

Project Reference
Current Projects

Name, Location, and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	6.B. Yes/No	6.C. Yes/No	6.D. Yes/No	6.E. Yes/No	Reference/Contact Include Address & Phone
East Jordan MI Water Storage Tank Improvements	City of East Jordan	CH2M 123 W. Main St Gaylord, MI 49735	Fall 2020	1,055,361	No	No	No	No	CH2M 123 W. Main St Gaylord, MI 49735
Ludington MI WWTP Improvements	City of Ludington 400 South Harrison St Ludington MI, 49431	FTCH 1515 Arboretum DR Grand Rapids MI	Fall 2020	\$20,488,400	No	No	No	No	FTCH 1515 Arboretum DR Grand Rapids MI Jack Raffier 616-676-6824
Grand Rapids Wilson St Pump Station Improve.	City of Grand Rapids 300 Monroe Ave. NW, Grand Rapids, 49503	GR Engineering 300 Monroe St. NW Grand Rapids MI 49503	Spring 2021	\$2,801,548	No	No	No	No	GR Engineering 300 Monroe St. NW Grand Rapids MI 49503 Jeff McCaul 616-456-3060
Dorr MI WWTP Expansion	Dorr Leighton Water Authority 4451 12th St. Suite A, Wayland, MI, 49348	Williams & Works 549 Ottawa Ave NW Grand Rapids MI	Summer 2021	\$6,687,000	No	No	No	No	Williams & Works 549 Ottawa Ave NW Grand Rapids MI
Grandville MI CWP Solids Handling Improve.	City of Grandville 3195 Wilson Ave SW Grandville MI 49418	Moore & Bruggink 2020 Monroe Ave Grand Rapids	Summer 2021	\$15,815,000	No	No	No	No	Moore & Bruggink 2020 Monroe Ave Grand Rapids MI Brian Hammon
Grand Rapids Livingston Reservoir	City of Grand Rapids	Grand Rapids Engineering	Winter 2021	787,400.00	No	No	No	No	GR Engineering 300 Monroe St. NW Grand Rapids MI 49503
Buchanan MI WWTP	City of Buchanan	Gosling Czubak	Fall 2021	8,985,000	No	No	No	No	Gosling Czubak 1280 Business Prk Dr Traverse City, MI 49686

If any of questions 6.B. through E is yes, then attach written explanation.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Davis Construction, Inc.
5236 Dumond Court Suite A
Lansing, MI 48917

SURETY (Name, and Address of Principal Place of Business):

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251

OWNER (Name and Address):

City of Wyoming
1155 28th St. S.W.
Wyoming, MI 49509

BID

Bid Due Date: October 20, 2020

Description (Project Name— Include Location): Wyoming CWP UV Disinfection Upgrades

BOND

Bond Number: N/A

Date: October 20, 2020

Penal sum Five Percent of Bid \$ (5% of Bid)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Davis Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

Westfield Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Rob Kaliniak
Print Name

Heather Buonodono
Print Name

Vice President
Title

Attorney-In-Fact
Title

Attest: [Signature]
Signature Jessica Rus/Office Manager

Attest: [Signature]
Signature Richmond Livingston,
Customer Service Representative

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.
Prepared by the Engineers Joint Contract Documents Committee.
00 43 14 -2-

WTR-SP-PM-00-43-14

City of Wyoming, Michigan
Clean Water Plant
UV Disinfection Upgrades

00 43 14
-2-

Sept 2020
Black & Veatch PN 403905

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

EJCDC® C-430, Bid Bond (Penal Sum Form), Published 2013.
Prepared by the Engineers Joint Contract Documents Committee.
00 43 14 -3-

WTR-SP-PM-00-43-14

City of Wyoming, Michigan
Clean Water Plant
UV Disinfection Upgrades

00 43 14
-3-

Sept 2020
Black & Veatch PN 403905

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form), Published 2013.
Prepared by the Engineers Joint Contract Documents Committee.
00 43 14 -4

WTR-SP-PM-00-43-14

City of Wyoming, Michigan
Clean Water Plant
UV Disinfection Upgrades

00 43 14
-4-

Sept 2020
Black & Veatch PN 403905

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/02/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 2140972 05

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JOHN T. FOSTER, JAMES N. SLEAR, DAN CUSENZA, HEATHER BUONODONO, JOINTLY OR SEVERALLY

of LANSING and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of APRIL A.D., 2018 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 02nd day of APRIL A.D., 2018 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 20th day of October A.D., 2020



Frank A Carrino Secretary Frank A. Carrino, Secretary

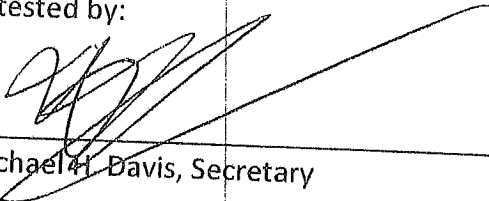
CERTIFIED COPY OF
RESOLUTION

At the special meeting of the Board of Directors on October 11, 2011, the Board of Directors authorized Rob Kaliniak, Vice President of Davis Construction, Inc. to execute any and all documents pertaining to their bids on behalf of Davis Construction, Inc.



Rob Kaliniak, Vice President

Attested by:

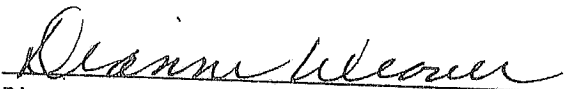


Michael H. Davis, Secretary

Witness:

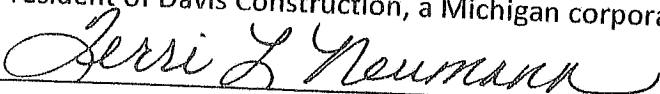


Terri Neumann



Dianne Weaver

Acknowledged before me in Eaton County, Michigan, on October 11, 2011 by Rob Kaliniak, Vice President of Davis Construction, a Michigan corporation, for the corporation



Terri L. Neumann

Notary Public, Eaton County, Michigan

My commission expires 10-19-16

Section 00 43 31

EQUIPMENT QUESTIONNAIRE

The Bidder shall enter in the spaces provided the names of the manufacturers of equipment which Bidder proposes to furnish and shall submit this Equipment Questionnaire with its Bid. Owner will review and evaluate the information before award of the Contract.

Only one manufacturer's name shall be listed for each item of equipment. Upon award of a contract, the named equipment shall be furnished. Substitutions will be permitted only if named equipment does not meet the requirements of the Contract Documents, the manufacturer is unable to meet the delivery requirements of the construction schedule, or the manufacturer is dilatory in complying with the requirements of the Contract Documents. Substitutions shall be subject to concurrence of Owner and shall be confirmed by Change Order.

Preliminary acceptance of equipment listed by manufacturer's name shall not in any way constitute a waiver of the specifications covering such equipment; final acceptance will be based on full conformity with the Contract Documents.

Documentation submitted with Bid shall also include warranties or guarantees provided for any work, equipment, and other items. The number of calendar days required for delivery of any equipment, goods, or other items shall be included also.

Failure to furnish all information requested or entering more than one manufacturer's name for any item in this Equipment Questionnaire may be cause for rejection of the Bid.

<u>Equipment</u>	<u>Manufacturer</u>
1. UVSS	Trojan
2. Screw Pumps	EPIC
3. Slide Gates	Hydrogate
4. Valves	Clow
5. -----	-----
6. -----	-----

7. -----

- END OF SECTION -

Section 00 43 36


PROPOSED SUBCONTRACTORS FORM

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for City of Wyoming, Michigan.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name</u>
Excavation	<u>Davis</u>
Concrete	<u>Davis</u>
Painting	<u>Dave Cole Decorators</u>
Masonry	<u>Osterhouse</u>
Mechanical	<u>FHC</u>
Electrical	<u>Hilliards</u>
Instrumentation	<u>wmi</u>
Plumbing	<u>FHC</u>
HVAC	<u>FHC</u>
_____	_____

NOTE: This form must be submitted with the Bid 7 days after the Bid opening in accordance with the Instructions to Bidders.



Bidder's Signature

Section 00 41 00

BID FORM

PROJECT IDENTIFICATION:

Clean Water Plant UV Disinfection Upgrades

ARTICLE 1 – BID RECIPIENT

1.01. This Bid is submitted to:

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the bonds and other documents required by the Bidding Documents to Owner 15 days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01. In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

No. <u>1</u>	Dated <u>Oct. 1, 2020</u>
No. <u>2</u>	Dated <u>Oct. 14, 2020</u>
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations,

explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

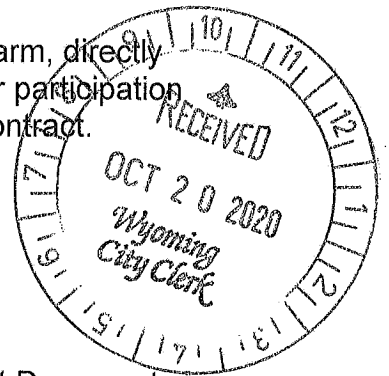
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01. Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



E. Bidder has attended the pre-Bid conference.

ARTICLE 5 – BASIS OF BID

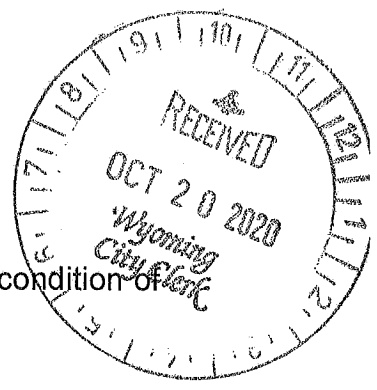
5.01. Bidder will complete the Work in accordance with the Contract Documents for the following prices:

Lump Sum Bid Price of	\$ 6,536,000.00 ^{DK} 5,505,756.89
UVSS Allowance	\$ 1,041,400.00 \$1,024,980.00
Card Reader Allowance	\$ <u>5,263.11</u>
 Total of Lump Sum and Unit Price Bids = Total Bid Price	 \$ <u>6,536,000.⁰⁰</u>

ARTICLE 6 – TIME OF COMPLETION

6.01. Bidder agrees that the Work will be substantially complete on or before November 19, 2021, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 17, 2021.

6.02. Bidder accepts the provisions of the Agreement as to liquidated damages.



ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01. The following documents shall be submitted with and made a condition of this Bid:

- A Required Bid security.
- B List of Subcontractors.
- C Equipment Questionnaire.
- D List of Project References.
- E Evidence of authority to do business in the State of the Michigan.
- F Contractor's License Number.
- G Required Bidder Qualification Statement with supporting data.
- H Completed table below.

<u>Is the Bidder/Contractor a:</u>	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Section 3 Certified Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>


If yes, Duns #: _____

ARTICLE 8 – DEFINED TERMS

8.01. The terms used in this Bid have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: Davis Construction, Inc.
(Correct name of bidding entity)

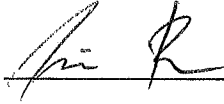
By: 
(Signature)

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Rob Kaliniak/Vice President

(Printed name)

Attest:



(Signature)

Jessica Rus

(Printed name)

Administrative Assistant

(Title)

Submittal Date: October 20, 2020

Address for giving notices:

4457 40th St.

Kentwood M 49512

Telephone Number: (616) 456-0059

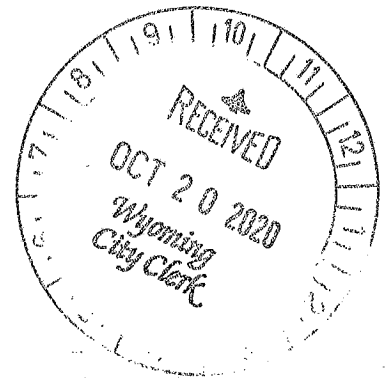
Fax Number: (616) 456-0383

Contact Name and e-mail address: Rob@davisconstruction.us

Contractor's License Number: _____

License Expiration Date : _____

- END OF SECTION -



Section 00 52 13

AGREEMENT FORM

This Agreement is by and between City of Wyoming, Michigan ("Owner") and Davis Construction, Inc. ("Contractor").

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

2.01. The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction of a new UV Disinfection System which includes two UV channels located in a new UV Room, three screw pumps with gravity cascade aeration and associated yard piping as well as electrical and instrumentation and control located in an existing mechanical room. The project bid price shall also include two allowances as indicated in the Bid Form. One allowance includes UV equipment purchase, installation, and commissioning. A second allowance includes card reader access equipment purchase and installation.

ARTICLE 2 – WORK.

2.01. Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 3 – ENGINEER.

3.01. The Project has been designed by Black & Veatch Ltd. of Michigan, 3351 Claystone St. SE, Suite G100, Grand Rapids, MI 49546 who is referred to in the Contract Documents as Engineer. Engineer is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02. Contract Times.

- A. The Contract Times shall be as indicated in Contractor's Bid. The Work shall be substantially completed on or before the date indicated in Contractor's Bid and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the date indicated in Contractor's Bid.

4.03. Liquidated Damages.

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the following amounts for each day that expires after such time until the Work is completed and ready for final payment.

<u>Item</u>	<u>Liquidated Damages, Per day</u>
Substantial Completion of the Work	\$1,500

Completion of all Work

\$750

- B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

4.04. Delays and Damages.

- A. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer and, except as set forth in Paragraph 5.01 of the General Conditions, Contractor shall have no claim against Owner or Engineer for damages or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

ARTICLE 5 – CONTRACT PRICE.

5.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents a Lump Sum amount of: Six million, five hundred thirty-six thousand dollars, and zero cents (\$6,536,000.00) as stated in Contractor's Bid.

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the Supplementary Conditions. Applications for Payment will not be processed or recommended by Engineer, but by Owner, as provided in the Supplementary Conditions.

6.02. Progress Payments; Retainage.

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Cost Loaded Schedule established as provided in the General Conditions.
- B. Prior to Substantial Completion, Owner will retain from progress payments, less the aggregate of payments previously made and less such amounts as Engineer shall determine or Owner may withhold in accordance with Paragraph 15.01.C of the General Conditions, an amount equal to the following percentages:
 1. Until the Work is 50 percent completed, retainage will be 10 percent of Work completed.
 2. If the Work has been 50 percent completed as determined by Engineer and Owner, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage on account of Work subsequently completed.
 3. Retainage will be 10 percent of the cost of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01.B.1 of the General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.

6.03. Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

ARTICLE 7 – INTEREST – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

8.01. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, or performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) safety precautions and programs incident thereto.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer and Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer and Owner are acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).
 - 2. Bonds:
 - a. Performance bond (pages 1 to 5, inclusive)
 - b. Payment bond (pages 1 to 5, inclusive).
 - 3. General Conditions (pages 1 to 80, inclusive).
 - 4. Supplementary Conditions (pages 1 to 24, inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of 84 sheets, with each sheet bearing the following general title:

City of Wyoming, Michigan Clean Water Plant UV Disinfection Upgrades

Sheet titles are listed on sheet G-002.

7. Addenda (numbers 1 to 2, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Notice to Proceed.
 - c. List of Subcontractors.
 - d. Equipment Questionnaire.
 - e. Trojan Technologies Scope and UV Disinfection System Equipment Shop Drawings.
 - f. Key Card Reader Access System Scope (Allied Universal Technology Services).
 9. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

10.02. Assignment of Contract.

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03. Successors and Assigns.

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04. Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 11 – PROCUREMENT CONTRACT - Not Used

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

This Agreement will be effective on _____
(which is the Effective Date of the Contract).

OWNER:

City of Wyoming, Michigan

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

Approved as to Form

Attorney for Owner

CONTRACTOR:

Davis Construction, Inc.

By: [Signature]

Title: Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign)

Attest: [Signature]

Title: Office Manager

Address for giving notices:

4457 40th St. SE.

Kentwood MI 49512

Contractor's License No.

Expiration Date _____

- END OF SECTION -

ORDINANCE NO. 16-20

ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES BY
ADDING SUBSECTION (128) TO REZONE 4022, 4075 AND 4111 64TH STREET SW
FROM RO-1 AND B-2 TO PUD-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (128) to read as follows:

(128) “Wilson Crossings”:

(a) To rezone the following described property at 4022, 4075 and 4111 6th Street SW from the RO-1 Restricted Office District and B-2 General Business District to PUD-4 General Planned Zoning District:

Units 3, 4 and 5, WILSON CROSSINGS, according to the Master Deed recorded in Instrument No. 20070412-0039986, as amended, First Amendment to Master Deed recorded in Instrument No. 20100303-0017989, Second Amendment to Master Deed recorded in Instrument No. 20160601-0045008, and designated as Kent County Condominium Subdivision Plan No. 874, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

(b) This rezoning is conditional upon all development being consistent with the overall development plan for the Wilson Crossings project as presented at the City Planning Commission meeting of September 15, 2020, consisting of 11-page project narrative booklet prepared by Jim Reminga, Rockford Construction, with a “Last Modified” date of August 26, 2020, 11:17 a.m., and the following pages of narratives, drawings and renderings, and includes the following modifications to minimum requirements (the page numbers are references to pages in the project narrative booklet):

(1) Front yard setbacks are noted on the Street Standards (page 8) of the PUD document and described in the Proposed Zone Sections on page 4. Buildings in the low-density residential zones will be positioned 15 to 20 feet back from the outside of the sidewalk with porches allowed within that setback.

(2) Building footprints in rear yards will be developed as shown on the Street Standards (page 8). Rear yards for multi-family will be 20 feet.

(3) Request to increase permitted height to allow 5 story hotels in the General Business Zone and 3 and 4 story buildings in the Medium Density and Independent Living residential zones.

Section 2. This ordinance shall take effect on _____, 2020.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2020.

Kelli A. VandenBerg,
Wyoming City Clerk

September 28, 2020

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant a rezone from B-2 and RO-1 to PUD-4 at 4022, 4075, and 4111 64th Street SW

Planning Commission Recommendation: To deny the PUD-4 rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at their regular meeting on September 15, 2020. A motion was made by Hall, supported by Arnoys, to recommend to City Council approval of the request for a rezone to PUD-4. Following discussion, the motion failed 3-4 and a subsequent motion was entered by Micele, supported by Weller, to deny the request for the rezoning. The motion to deny passed 4-3 with Hegyi, Micele, Weller, and DeLange voting in favor, and Hall, Chatterley, and Arnoys voting against the motion to deny.

A detailed review of the request and the Planning Commissioner's discussion is available in the attached Planning Commission minutes and supportive materials. Following please find a general summary of the proposed project.

The petitioner proposes to rezone 62.93 acres from B-2 and RO-1 to PUD-4. The project, referred to "Wilson Crossings," is proposed to be a new mixed-use neighborhood that includes a diversity of uses including residential and commercial uses designated by "zones." The project is located near the M-6 and Wilson Ave interchange and is bordered on three sides by Byron Township.

The residential portion of the project is proposed to include a variety of housing types including low density zones (e.g. duplexes and townhomes); medium density zones (e.g. 3-4 story apartment buildings); and an independent, age-restricted living zone. The commercial portion, or zone, of the development will include office, service and retail uses. The project is proposed to be developed as a site condominium.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

The project was first presented to Planning Commission and City Council earlier this year. Planning Commission had recommended the plan not be supported. City Council referred the plan back to the Planning Commission for further review and asked the developer to meet with the neighboring Byron Township residents and discuss their concerns, namely those related to the tree buffer on the western edge of the property.

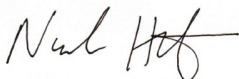
Since that time, the developer has met with the neighboring Byron Township residents on multiple occasions to revise the natural buffer on the west edge of the PUD's property. The latest submittal from the developer includes a proposed 100' natural buffer between the low density residential in Wilson Crossings and the low density residential found in the Byron Township neighborhood.

The proposed PUD included a request from the developer to modify the minimum requirements as outlined in *Section 90-419C*. The following modifications have been requested and can be granted by City Council:

- a. Front yard setbacks are noted on the Street Standards (page 8) of the PUD document and described in the Proposed Zone Sections on page 4. Buildings in the low-density residential zones will be positioned 15'-20' back from the outside of the sidewalk with porches allowed within that setback.
- b. Building footprints in rear yards will be developed as shown on the Street Standards (page 8). Rear yards for multi-family will be 20'.
- c. Request to increase permitted height to allow 5 story hotels in the General Business Zone and 3 and 4 story buildings in the Medium Density and Independent Living residential zones.

During public comment at the Planning Commission meeting 14 Byron Township residents spoke in opposition to the proposed PUD. There were no comments received from Wyoming residents. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,



Nicole Hofert, City Planner
Department of Community Services

Cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF OCTOBER 20th, 2020

PLANNING COMMISSION
MEETING MINUTES OF SEPTEMBER 15, 2020
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

Note: The September 15th, 2020 Planning Commission Meeting was held virtually in accordance with Governor Whitmer's Executive Order 2020-160.

MEMBERS PRESENT: Arnoys, Chatterley, Hall, Hegyi, Micele, Weller, DeLange

MEMBERS ABSENT: Goodheart, VanDuren

A motion was made by Arnoys, supported by Hall, to excuse Goodheart and VanDuren.

A vote on the motion carried unanimously.

STAFF PRESENT: Hofert, City Planner
Brock-Knoper, Recording Secretary
Rynbrandt, Director of Community Services
Meagher, Community Services Department

Chair DeLange called the meeting to order at 7:04 p.m. DeLange read an opening statement regarding the online meetings executive order and instructed the public on various strategies they could use to enter in their comments during the meeting.

APPROVAL OF MINUTES

The minutes of August 18, 2020 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Hofert noted that Hidden Ridge residents of Byron Township, which borders the proposed site of the PUD rezone in Agenda Item #3, had submitted documents containing their feedback on the proposal prior to the meeting. The comments were shared with the Planning Commission for review prior to the meeting.

Ryan Johnston, 6200 Kuiper Dr., Byron Township, stated that he lives one street away from the proposed development. He is proud of his home and wants to protect it along with his family. He served on the Steering Committee for the Hidden Ridge community and he had 60 residents sign the document and comment over the previous two days. The comments contained in their submitted document mirror what had been said at the Planning Commission meeting on the same proposal over the winter. The community realizes the project will happen but is asking for the developer to consider their recommendations for improvement. The developer was not as available to residents as he had indicated he would be.

Sue Sharon, 6200 Farming Green, Byron Township, stated that the Planning Commission had voted against the project at their January 21 meeting, and that subsequently the City Council had tabled the proposal. She has building height and setback concerns and had met with the developer on these concerns. She met with the developer and gave him a lot of suggestions, and she felt he was listening to them. Other residents told her they had not been able to meet with the developer. Ultimately, no action was taken on the density or height recommendations they had raised with the developer.

Dwayne Marsh, 6084 Kuiper Dr., Byron Township, stated that the proposal had been described as one that fits the description of new urbanism, but that the actual product and design don't meet this description. He doesn't feel that the development will be walkable and is concerned that what is being proposed is just a high-density, busy street development. He is also concerned that future potential business owners might find that the immediate area surrounding the project isn't attractive if this development is completed. The current neighborhood along with the proposal do not support connectivity to the local community amenities. He is also concerned that the language in the proposal would ultimately allow for changes to be made to the setback distance and the unit density. He cited some information from areavibes.com that he thought does not agree with the population density increase projections contained in the Analysis of Impediments to Fair Housing and Housing Needs Analysis.

Taura Perring, 6178 Harmon Green, Byron Township, has been witness to the sense of pride that her neighbors have in their community. She feels that the Wilson Crossings development will be too large and that it will not fit in with the overall neighborhood. She feels that the proposed housing unit density will be too high and that it wouldn't match local area unit densities. She feels that the proposed building height is too tall, and that the traffic impact of the project will be significant. She stated that even though there had been no traffic study done, there will be another 2,000 cars per day driving through the area, leading to an increase in noise and lights. Her general sense of safety will be diminished. She asks that the proposal be adjusted to include only 400 housing units.

Gary Bosse, 6120 Harmon Green, Byron Township, is not part of the Hidden Ride Steering Committee, but he has concerns about the proposed buffer areas. The west boundary shows 100 feet of buffer, but this distance could change, and grading and utility work could reduce said buffering. The east and west boundaries show a 100-foot buffer with a slight berm and tree line. The north and south boundaries both only show a 30-foot wooded buffer, and it would be very upsetting to the neighbors on those boundaries to have this implemented. He would like to see 100 feet of wooded buffer on all boundaries, and for bigger berms and trees to be planted. He asks that the Planning Commission protect the integrity and privacy of Byron Township residents.

Rick Hamilton, 6162 Harmon Green, Byron Township, stated that he is another Steering Committee member. He appreciates the changes that were already made to the proposal, and he understands the developer's desire for flexibility. The Committee started out with 25 concerns that were presented to the developer. He would like to see enhanced boundaries for all boundaries of the property, and that the buffer distances should not be allowed to be reduced. He would like assurance that future efforts will not be able to remove existing tree buffers. He is also concerned about the language in the proposal that allows for market demands to dictate the number of housing units that are included. If these adjustments are not able to be made, he is asking that the project be tabled again.

Ellen Hamilton, 6162 Harmon Green, Byron Township, is concerned that not everyone's voices will be heard when it comes to this project. She thinks this because public notice was not required for the proposal, and not all her neighbors knew the meeting was happening. Many residents were not aware that the Planning Commission was considering the proposal, and that even though all the information about the meeting and the agenda items are on the City website, not everyone will know how to access it. Further, the original proposal was brought in January of this year, and residents are not aware that they need to keep themselves updated on the City website for new information on the proposal. Not all residents have a computer. Computer access and lack of notice are both big barriers to citizen participation.

Pam Jager, 4280 Boynton Hollow Dr., Byron Township, is new to the neighborhood and does not like the fact that a traffic study had not been conducted. She moved to the neighborhood from a high traffic area and thinks the project will make Wilson impossible to navigate. She is also concerned about the proposed unit density and the height of the buildings. She doesn't think there is that much of a need for more apartments in the City, and the developer had not followed through on the requested meetings with residents, indicating that he is not concerned with neighbor feedback.

Andrew Garcia, 6298 Harmon Green, Byron Township, had been at the original City Council meeting on the proposal and at that time, the proposal had been tabled. He hopes that the Planning Commission will deny the current proposal. He feels that it's going to be used as a back door for the developer to keep on building apartment units there. He wonders why the developer wouldn't just pursue whatever code would allow for more apartments.

Don Muller, 6115 Kuiper Dr., Byron Township, knows that there has not been a traffic study done on the project. He used to live at the intersection of 52nd and Wilson, and when the Haven development was established there, the Haven residents had to resort to finding different traffic routes, creating a lot of traffic congestion. He feels there should be a traffic study preceding the building of all the new apartment units.

Nancy Phelps, 4312 Hidden Ridge Dr., Byron Township, stated that none of the public attendees were in support of the apartment complex, and that there were over 1,500 apartments and condos in the area already. When she moved into the neighborhood, she had been told that a professional complex was planned for that parcel. The homebuyers in the community were making decisions to buy in the area based on this information and then it changed. She thinks the development will overburden the public utility system. She asks that the Planning Commission stand by their original vote on the matter because the public had not been notified of the project being voted on.

Chuck Walker, 6098 Harmon Green, Byron Township, stated that he agreed with the comments already made by the Steering Committee. He originally bought his home because of the number of trees in the area and feels that an insufficient number of trees were going to be kept for the project. The height of the buildings requested is unprecedented for the area. The area will also be cramped because of the number of apartments that were planned for. The Haven has the same cramped feel. The developer's proposal is written with too much ambiguity, and the Planning Commission did not meet with the Steering Committee about the matter. He asks that Planning Commission deny the proposal.

Thomas Latsko, 6219 Harmon Green Ave., Byron Township, has been living in the area since November 2016 and appreciates the neighbors that he has. He appreciates the developer's various responses to Steering Committee recommendations. He believed when he moved in that the surrounding area would not be changed in this manner and said that the area is already getting busier and busier. Driving on Wilson is impossible as it is.

Lauren Garcia, 6298 Harmon Green, Byron Township, has lived at her residence for over a year and she loves her community. She understands that Wyoming will be developed, but she thinks that future developments should be respectful to those who already live in the area, such as the farmer that has lived in the house next door to hers for 50 years. This is not a walkable community, but instead it's a massive apartment complex. The development will look much bigger when it's completed than it appears on the plans.

PUBLIC HEARING

AGENDA ITEM # 1

Request for a special use approval for a truck repair facility located at 1398 60th St SW (Section 02 Byron Center) (CBW 6010, LLC). Includes site plan approval.

Hofert shared the Development Review Team's recommendation that Planning Commission grant Site Plan Approval for construction of the proposed industrial buildings located at 6192 Valduga Drive SW, subject to conditions 1-10.

DeLange asked if there was a representative from the developer on the line.

Steve Witte, an engineer with Nederveld, 217 Grandville Ave SW STE 302, representing Vision Real Estate, noted that Hofert had done a great job of presenting the proposal. Developer has no issue with any of the recommended conditions to approval and is open for questions.

A motion was entered by Hegyi, supported by Hall, to grant Site Plan approval for construction of the proposed industrial buildings located at 6192 Valduga Drive SW, subject to conditions 1-10.

DeLange asked for comment and discussion from the Commissioners.

Hall asked if there were any problems anticipated with the wetlands located on the east property line.

Witte replied that he had modified the site plan to accommodate the wetlands, and that the originally planned drive along the east side of both buildings has been removed to avoid the wetlands.

DeLange stated that Conditions 1-3 could have been addressed prior to the meeting.

A vote on the motion passed unanimously.

OLD BUSINESS

AGENDA ITEM # 3

Request for Rezone from B-2 and RO-1 to PUD-4 at 4022, 4075, and 4111 64th Street SW (Section 06 Byron Center) (Wilson Land Company, LLC).

Hofert presented on the proposed PUD-4 preliminary plan. The site is 62.93 acres and includes 14.00 acres of defined common open space. The property is surrounded by Byron Township properties on three sides. The site is currently zoned as B-2 and RO-1.

Hofert stated that the project, "Wilson Crossings," is proposed to be a new mixed-use neighborhood that includes a diversity of uses including residential and commercial uses designated by "zones." The residential portion of the project is proposed to include a variety of housing types including low density zones (e.g. duplexes and townhomes); medium

density zones (e.g. 3-4 story apartment buildings); and an independent, age-restricted living zone. The commercial portion, or zone, of the development will include office, service and retail uses. The project will be developed as a site condominium. The proposed PUD also includes Street Standards and Sign Standards.

The project was first presented to Planning Commission and City Council earlier this year. Planning Commission had recommended the plan not be supported. City Council referred the plan back to the Planning Commission for further review and asked the developer to meet with the neighboring Byron Township residents and discuss their concerns, namely those related to the tree buffer on the western edge of the property.

Since that time, the developer has met with the neighboring Byron Township residents on multiple occasions to revise the natural buffer on the west edge of the PUD's property. The latest submittal from the developer includes a proposed 100' natural buffer between the low density residential in Wilson Crossings and the low density residential found in the Byron Township neighborhood.

Hofert stated that the PUD-4 approval process is multi layered, with distinct stages. The process begins with a pre-meeting which allows city staff to have an initial conversation and provide relevant information to the applicant. The next step is Preliminary PUD review by the Planning Commission and City Council. During this phase the developer submits an application, conceptual plan and project narrative. Following Preliminary PUD approval, a project returns to Planning Commission for Final PUD review and approval. Projects with multiple phases are required to come back before Planning Commission for approval at each phase. Hofert stated that Wilson Crossings is currently requesting Preliminary review and approval and has submitted all required documentation for this phase of the process.

Hofert explained that there are three main areas that are reviewed as part of this process. They include an examination of the "Qualifying Conditions" stated in the PUD-4 ordinance and review of the Conceptual Plan and Project Narrative.

Hofert next outlined the following Qualifying Conditions:

- (a) Location- The proposed site meets the location requirements.
- (b) PUD Purpose- The project achieves more than three of the required purposes listed in Section 90-416C. The project will create a mixed-use neighborhood that could not be created under a traditional singular zoning district. For example, Wilson Crossings will protect vast natural assets, provide varied missing middle housing, utilize land in an efficient manner, and provide housing, employment, and shopping needs well suited to the needs of Wyoming's residents.
- (c) Size- The project site is 62.93 acres and meets the minimum size requirement.

- (d) Residential Density- The proposed density is 9.7 dwelling units/acre on 54.70 acres (including wetland). Per Table 90-420C(2) Permitted Maximum Density by PUD Size, the maximum permitted density without a density bonus for PUD's ranging from 35.1 – 100 acres is 15 dwelling units /acre. The proposed density falls within the permitted density range.
- (e) Housing Variety- The project will include a variety of housing types including townhomes, duplexes, 4-plexes, and apartments. The mix of housing meets the PUD requirement to provide varied housing within the new development.
- (f) Utilities- The PUD will be served by public water and sanitary sewer facilities. The development works within the existing system.
- (g) Ownership and Control- This condition has been met. The owner of all parcels is Wilson Land Company LLC.
- (h) Recognizable Public Benefit- At least two public benefits must be achieved. The following benefits will be accrued to the community as a result of the proposed PUD:
 - (i) Preservation of significant natural resources – The project includes preservation and protection of an existing wetland and natural area. Additionally, the developer will maintain a minimum 100' foot natural buffer on the western edge of the PUD adjacent to the Byron Township neighborhood.
 - (ii) A complementary mix of land uses or housing types within the PUD – The project is mixed-use, permitting for a variety of housing, including townhomes, duplexes, apartments as well as complementary retail, office, and service uses.
 - (iii) Preservation of common open space beyond the minimum requirement –The project exceeds the minimum 20% requirement. Open Space includes open park space in the central core of the development, as well as significant investment in the addition of trail infrastructure though the preserved wetlands in the northern portion of the site. This PUD-4 provides 14.0 acres of open space (only 11.76 acres is required).
 - (iv) Connectivity of open space – Wilson Crossings includes 6 “local” areas of common space, all connected through pedestrian and vehicular corridors. There is also a proposed walking path around and through the preserved wetlands.

Hofert highlighted that the project includes a “Central Park” feature that is 160 feet by 700 feet. For reference, Hofert stated that a standard football field is 160 feet by 300 feet. The developer is proposing a communal neighborhood park that is more than two football fields in size.

Hofert stated that the project meets the Qualifying Conditions as outlined in the Wyoming Zoning Ordinance.

Hofert next presented to the Commission highlights of the Conceptual Plan and Project Narrative. She introduced the six zones that make up the PUD and described the setbacks contained in the proposal. The developer has agreed to provide a 100’ buffer on the west property edge adjacent to the Byron Township Hidden Ridge neighborhood. Additionally, the developer has committed to a 30’ buffer and 100’ building setback on the western edge of the Independent Living zone. The developer has also revised this submittal to include side and front-loaded garages as opposed to the rear loaded garages shown in the original proposal. The shift in the building orientation as well as proposed fencing will help prevent headlights from shining into the 100’ natural buffer.

Hofert shared that the PUD contains Street Standards. She shared conceptual renderings and photos of designs the developer intends to pursue.

Hofert stated that the City would require a traffic study to be done prior to subsequent approvals of the site. The previous establishment of The Reserve, as well as studies performed at the time of the M-6 development, had demonstrated that Wilson was able to handle much more traffic than it currently does. Hofert stated that the City Engineering Department staff is confident that what is being proposed can be accommodated at this time in terms of traffic.

Hofert shared the following staff comments:

- (A) Parking – The PUD-4 requires a minimum of 1.3 parking spaces per unit and a maximum of 1.5 parking spaces per unit. The proposed project will not exceed the parking maximum cumulatively across the site. However, each zone is proposed to have a slightly different make-up of parking as follows:
- a. Low Density: 2.0 spaces per unit
 - b. Medium Density: 1.25 spaces per unit
 - c. Mixed-Use: 1.25 spaces per unit
 - d. Independent Living: 1.0 space per unit

At a maximum buildout, the development will provide 728 spaces, an average of 1.37 spaces per unit. Staff is supportive of the parking modifications and recommends that they be adopted as part of the proposed PUD.

- (B) Modifications to minimum requirements – The developer requests the following modifications which can be recommended by Planning Commission and granted by City Council:

- a. Front yard setbacks are noted on the Street Standards (page 8) of the PUD document and described in the Proposed Zone Sections on page 4. To achieve new urbanist principals, buildings in the low-density residential zones will be positioned 15'-20' back from the outside of the sidewalk with porches allowed within that setback.
- b. Building footprints in rear yards will be developed as shown on the Street Standards (page 8). Rear yards for multi-family will be 20'.
- c. Request to increase permitted height to allow 5 story hotels in the General Business Zone and 3 and 4 story buildings in the Medium Density and Independent Living residential zones.

Staff is supportive of all the developer's modification requests.

- (C) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)
The City's 2019 AI and HNA identified a need for missing middle housing (including townhomes, duplexes, fourplexes) and apartments in Wyoming. This proposed development will contribute 532 housing units to meeting this need.
- (D) Location and access to M-6- This project is suitably located directly adjacent to the Wilson and M-6 entrance. Residents of this new neighborhood will have convenient access to M-6 connecting them to the larger metropolitan area.

Hofert shared an area map demonstrating access to the property.

Hofert displayed a map that demonstrated the compatibility of this project with the surrounding zoning and future land uses. Byron Township's future land use plan calls for mixed use and commercial uses surrounding this site and the M-6 interchange in the future.

Based on the mix of uses being proposed, M-6 highway proximity, and Bryon Township future land use plans, staff finds the proposed Wilson Crossings PUD site to be well located and compatible with the surrounding area.

Hofert outline the following recommended conditions to approval:

- 1.) The conceptual plan, building elevations, project narrative, and Third Amendment to Master Deed of Wilson Crossings shall be accepted as part of approved PUD-4.
- 2.) All proposed streets shall be private.

Hofert outlined the project's conformance with the City of Wyoming's Sustainability Principles:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed neighborhood will supply missing middle homes to the Wyoming housing market helping to ensure a diverse housing stock in the community.

Hofert stated that the Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request and recommends the same to the City Council subject to conditions 1-2.

DeLange asked for comments from the developer.

Jim Reminga, Rockford Construction, introduced himself and said that he also had Keith Walker, the property owner, with him on the call.

Reminga shared his screen in order to illustrate the existing zoning of the surrounding areas. He said that the overall context of the site was that if you combine Byron Township's Master Plan and the City of Wyoming's Master Plan and current zoning, they are both consistent in that this interchange is going to be a site for intense future development. The way the Master Plan is written now, the proposal is in line with what the expectation for the area was. He shared similar developments in the metro Grand Rapids area. Overall, the area is not developed yet so it looks more rural than it is intended to be. He believes Hidden Ridge is a fine development and recognizes that they were the first development there.

Reminga shared that the planned residential would be cottage-style buildings with a large natural buffer separating Wilson Crossing's residential from Hidden Ridge. He had heard the concerns from the Hidden Ridge Steering Committee and made several revisions to this plan in order to alleviate some of their concerns. These revisions included the addition of a 100' natural buffer on the western edge. He shared that currently, many of the uses being proposed along Wilson Avenue are currently permitted with the B-2 zoning.

Reminga also shared a map which demonstrated how the property could be developed under its current commercial designation. One example he provided was a to scale image which inserted the Meijer on Clyde Park onto the site. He stated that he felt this was a good project for Wyoming and that it was compatible with the surrounding area. He felt that the residential component and natural tree buffer is more sympathetic to the Byron Township neighbors than a commercial development would be. He also felt that they had worked well with the Byron Township residents and was happy to hear many of them positively acknowledge the concessions they have offered.

As a continued nod to the collaborative nature of this project, Reminga shared that the developer would accept the limit of 3 stories for all apartment buildings if 35 feet can be

understood as representing a 3-story building. He stated that the developer was not able to satisfy all the Byron Township resident's concerns, but they have appreciated working with them and their neighborhood Committee.

A motion to approve the proposed PUD-4 rezoning request and recommend the same to the City Council subject to conditions 1-2 was entered by Hall, and supported by Arnoys.

DeLange asked for comments and discussion from the Commissioners.

Weller stated that he was against the rezoning and that the panhandle area needs the zoning to remain the same. He feels that the interchange should stay the same. The proposed development is very high density, making the project undesirable for the area. Further, he stated that the neighbors do understand that the current zoning of the property make it possible that a commercial area could be built there. One of his concerns is the addition of 750 cars in area. He proposed that perhaps an area behind any businesses that are built on the property could be used for condos.

Micele asked what the monthly cost to families would be in this development. Reminga replied that monthly pricing has not been worked out yet. Another market study will have to be completed to determine the price points for the housing.

Micele asked what Reminga thought the occupancy rate would be in 2023-2024. Reminga replied that an initial market study determined that there was the demand for this number of units in the area. It's a unique parcel in terms of access to a highway. He also cited the city's reports which also indicated a need for this type of housing.

Arnoys stated that he would like the limit of 3 stories for all buildings added to the conditions of the proposal. He understands that there will be a traffic study done on the project at a later date, and wonders about the possibility of the installation of a new traffic light.

Hofert replied that the part of Wilson under discussion is controlled by the Kent County Road Commission and that Wyoming would be happy to work with them and the developer at the time a study is undertaken.

Arnoys stated that the buffer along the north and south barriers of the property were smaller than the 100-foot wooded buffers on the east and west barriers and wondered if additional barrier space could be added to the north or south buffer.

Reminga noted that the plans before the Commission indicated that areas of the property that would have cars parked and in view would have fencing installed between them and the adjacent properties. The neighbors in Hidden Ridge were aware of that. Additionally, the details of the landscape buffer and final grading have not been finalized yet. He can replace trees that will be taken down in the construction process. The buffers that are in place already

far exceed what the ordinance requires. He also stated that there is a 100' building setback for the Independent Living.

Hall stated that given the concerns presented by neighbors, he was pleasantly surprised by the presentation on the project by City staff. He had heard a lot of concerns in terms of traffic and crime, but he knows that the Ravines development in Kentwood has not had this negative impact on the area. On crime specifically, he asked if Wyoming Public Safety had any concerns about an increase in crime. Hofert replied that no concerns about increased crime had been raised during the DRT's review which includes Chief Koster.

Hall asked if the concern with the increase in traffic was related to a concern for the safety of the kids in the neighborhood. Hofert replied that the City's Engineering department had been consulted, and that Wilson had been designed to be a major arterial road originally and that they had no concerns about the development.

Hall stated that given that there will be many more opportunities to review the project, he would like to see the proposal be passed. He felt that it was supported by the needs outlined in the city's AI and that it meets the requirements of the PUD-4. He also thought that the developer would not continue to pursue this project if they did not believe it would be marketable.

Chatterley stated that she's in agreement with some of the comments she's heard regarding the need to preserve forested areas when possible. She suggested the possibility of parking being added underground instead of all the parking spaces in a lot. The AI demonstrates that there is a need for this kind of housing in our community, which is difficult to balance with the desire to preserve natural features. She's concerned that the cost of the units will be determined later when the AI shows that over a third of Wyoming residents struggle with affording housing already.

Micele asked if the plan is for 532 families to be housed in the proposed development, and Hofert replied that this was the plan.

Micele asked if the 532 units could be accommodated using the 3 story building limits that had been proposed. Reminga replied that unit density at this stage in the approval process is like what you would see in a master plan or zoning ordinance. There are various housing densities planned for in different areas of the proposal. The estimation of 532 units comes from multiplying the number of acres by what is a typical density. When the plans are being finalized, if the local housing market indicates that what is needed is more townhouses, then the unit count would be less. 532 units is the max permitted, but the number may be less depending on that market study.

Micele stated that there was a need for this type of development in Wyoming, but a 3 or 4 story building here would be an eyesore. A hotel or business would be more palatable for the area. He wondered how many parking spaces a commercial project at this location would need.

DeLange expressed concern with granting a rezoning request without many details finalized. To say that building design and the rental market is all unknown makes the project seem uncertain. The current request is to approve a rezone without any design requirements. The Planning Commission does not have to approve a PUD zoning request just because it meets all the requirements. If it is approved and a site plan comes back that meets the requirement, then it must be approved. The traffic department in Kent County needs to be able to account for increase in traffic. The Planning Commission can make recommendations regarding approval, but City Council grants final decision and they can grant conditions.

DeLange stated that he was concerned about the parking as well. He felt that more parking might be needed. He is also concerned with the addition of a hotel into the PUD. He knows what the density would be including the wetland area but asked what the density would be without wetlands included. He stated that the current zoning of RO-1 and B-2 would potentially be a more viable option as it is.

Hofert answered Micele's questions about parking. In Reminga's presentation, the Meijer property had been shown transposed over the site, and the Meijer site had been approved by the Planning Commission with 1,015 parking spots. The proposed project had considerably fewer parking spots than this.

Hofert responded to Chatterley's question about preservation of forested areas. She stated that Wyoming has no ordinance that requires trees in a commercial zone district to be preserved. In fact, with the current zoning the developer could come in right now by right and remove all the trees tomorrow. Instead the developer is offering to preserve a substantial portion of the trees on the site.

In response to DeLange's questions, Hofert explained how the density calculation was performed and why the wetlands were included. She added that in terms of traffic and Wilson Avenue, extensive studies had previously been conducted with M-6's development and subsequent commercial and residential projects, and Wilson is classed as a major arterial way. She said there will likely have to be some traffic lights installed, but that the addition of a light would likely have occurred anyways as the area continued to grow and the vacant land developed commercially.

Reminga stated that the proposed hotel for the site would be capped at 3 stories as well. He agrees with the parking constraint comments and stated that the independent living and retirement housing sections would both have a much lower need for parking spaces. The B-2 zoning that is in place on the property now allows for hotels as a use and multi-family as a special use.

Hall stated that as part of the Master Plan Steering Committee, he has gotten a lot of report back that there is not a shortage of parking in City, and that this has not been a problem historically.

Hall appreciates DeLange pointing out that the Commission does not have to approve the rezone, but that economists and realtors have all shared their concerns about housing shortages especially in mixed use and multi-family units. This project will improve the ability of our neighbors to afford where they live, and the Commission has an obligation to assist all our neighbors. The project is morally worth considering, and the Commission will have more opportunity to consider the details that need to be worked out in the future.

Weller asked if the Commission wanted people to live and work in Wyoming, or if it was more desirable to live here and work elsewhere. Jobs could be created on the site as it is now.

Hegyí stated that when the plan was initially discussed, he voted against it because there were too many unknowns. He appreciates the fact that changes have been made to the plan, but he hears all the comments from the residents talking about how they did not feel enough changes were being made. He understands that there will be a traffic study and he's sure that Wilson can handle the increase in traffic, but the other adjoining streets must be considered as well. He doesn't see a need to change zoning on the property.

Chatterley asked what would be done to make sure that residents can have their comments be heard about the plan. She wants to be sure that residents feel that the Commissioners are listening to their concerns. She suggested that residents can get involved in the Master Plan or other Commissions to affect future developments around them.

The vote on the motion for PUD approval failed, with the vote count being 3 for and 4 against. Arnoys, Chatterley and Hall voted in favor. Hegyí, Micele, Weller and DeLange voted against.

Staff asked that commissioners stipulate their reasons for denial.

Hegyí voted against the motion because he was not comfortable with everything that is uncertain about the project currently.

Micele voted against the motion because there were too many unknowns in the project. He has a concern about the 3 story building heights. Additionally, he feels that more information about the cost of the housing needs to be provided and a traffic study needs to be done.

Weller voted against the motion because of the high housing unit density and because of the need for the RO-1 and B-2 zoning at that interchange.

DeLange voted against the motion because the traffic study is incomplete, and Kent County needs to weigh in on it. He is not in favor of recommending to Council and he feels there needs to be some relief on unit density and property setbacks. The PUD in and of itself might not provide enough parking. Current zoning of RO-1 and B-2 does allow for multiple family zoning and does not need to be changed.

Hofert asked the Commission if their recommendation would be for the City Council to deny the proposal. Rynbrandt stated that there needed to a separate vote taken on the matter by Commissioners.

A motion was entered by Micele, supported by Weller, to recommend that City Council deny the proposal. The motion passed 4-3 with Hegyi, Micele, Weller, and DeLange voting in favor, and Arnoys, Chatterley, and Hall voting against.

INFORMATIONAL

AGENDA ITEM # 4

Wyoming [re]imagined Master Plan update (Wyoming Planning).

Hofert gave an update on the Master Plan. There have been 8 open houses scheduled during the week of September 28th. Facebook events are posted for all of them. Staff has also set-up a comment box and summary board on the Master Plan in the rotunda of City Hall for the public to use.

Hofert shared that staff had also created a series of infographics and other types of advertisements to take to restaurants and businesses throughout the community, in order to solicit more feedback from the public.

The next Planning Commission Special Meeting will be on September 28th at 8:00 a.m. Hofert asked that Commissioners email her if there are any further questions that need to be discussed.

DeLange said he appreciates staff's efforts to get the word out about the Master Plan and encourage residents to get more involved.

Hofert reminded Commissioners that Agenda Item #3 will be going before City Council on October 5th.

DeLange asked for final comments from Commissioners.

Weller asked Hofert if she could email Commissioners the last slide of her presentation that included the dates of the open houses, and Hofert replied that she would distribute the flyers to Commissioners tomorrow.

PUBLIC COMMENT

DeLange opened the public comment period at 9:48 p.m. There was no public comment, and the public comment period was closed at 9:48 p.m.

PUD SUBMITTAL INFORMATION

Applicant:

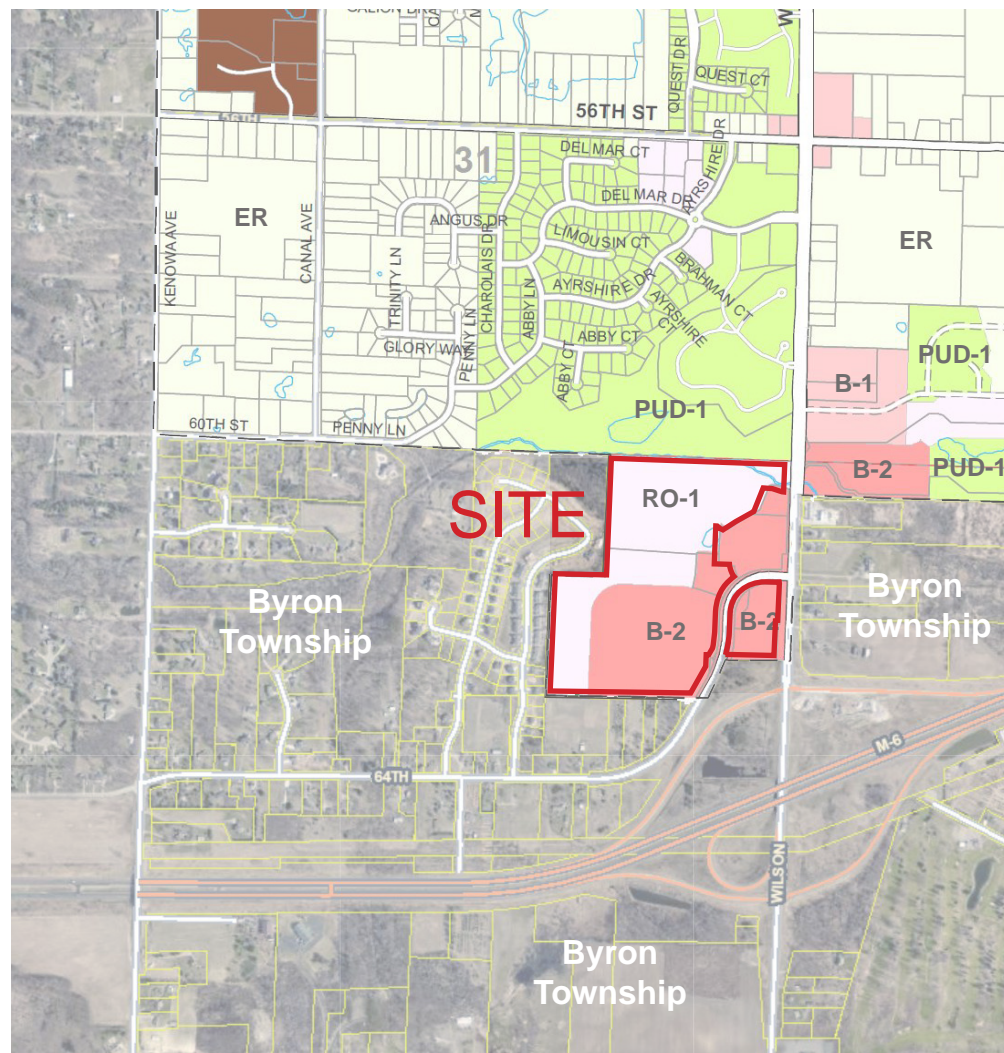
Wilson Land Company, L.L.C.
 c/o Keith P. Walker
 99 Monroe Ave., N.W.
 Suite 1100
 Grand Rapids MI 49503
 616-732-5018
 kpw@msblaw.com

Plan Prepared by:

Jim Reminga
 Rockford Construction
 601 First Street NW
 Grand Rapids, Michigan 49504
 616-446-9984 mobile
 jreminga@rockfordconstruction.com

Legal Description:

Units 3, 4 and 5, WILSON CROSSINGS, according to the Master Deed recorded in Instrument No. 20070412-0039986, as amended, First Amendment to Master Deed recorded in Instrument No. 20100303-0017989, Second Amendment to Master Deed recorded in Instrument No. 20160601-0045008, and designated as Kent County Condominium Subdivision Plan No. 874, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.



General Location & Zoning Map

Project Narrative

Wilson Crossings PUD is a very unique proposed development that utilizes the principles of New Urbanism to create a mixed-use neighborhood on a highway interchange property.

The site is buffered to the north by over 700' of natural Rush Creek wetlands. The westerly edge has an existing wooded area that is over 400' deep. Significant portions of the woods will be retained as a perimeter buffer and to enhance the common open areas. The south and east areas are exposed to Wilson Avenue and the M-6 Expressway. It's proximity to the M-6 corridor makes it an attractive option for commuters and for highway oriented businesses.

The plan has significant common open spaces, is extremely walkable, and appropriately uses buildings to define the public realm while screening parking and service areas.

Residential areas offer a wide range of building types and use low-density smaller-scale buildings as a buffer along the perimeter of the site.

Qualifying Conditions

- A. PUD is not an existing PUD-1, PUD-2 or PUD-3.
- B. This PUD achieves most, if not all, of the purposes listed in Section 90-416C.
 - A. Better project for all - Single-

purpose zoning could not create this mixed-use plan.

- B. More desirable & sustainable - desirability is typically measured by market response. We believe this plan will be desirable for the residents, but also for the City of Wyoming. Long-term sustainability as a neighborhood is enhanced by desirability.
- C. Economy & Efficiency - the plan creates compact blocks and uses higher density building types to preserve natural resources and economy and efficiency in many ways.
- D. Better housing, employment & shopping - the implementation of this PUD will be strategically market driven and custom suited for the residents.
- E. Preserves existing natural assets.
- F. Open space and amenities exceed the minimum and are located within a few-minute walk of all units.
- G. Land use in accordance with character and adaptability - the plan creatively converts a highway interchange into a neighborhood.
- H. Economical arrangement of buildings, streets, etc. - similar to item C. - same answer.
- I. Traditional segregated zoning categories simply cannot create a neighborhood like this.

PROJECT NARRATIVE

- C. The PUD is 62.93 acres, far exceeding the 3 acre minimum
- D. Proposed residential density is 9.7 dwelling units per acre average on 54.7 residential acres including the wetlands. Density is 16.1 du/ac on 33.1 residential acres net of wetlands.

Both calculations are below the maximum allowed by code.

PUD Size	Permitted Density	
	Maximum Density	Max. w/ Density Bonus
<5 Acres	20 du/ac	30 du/ac
5.1 - 35 Acres	18 du/ac	25 du/ac
35.1 - 100 Acres	15 du/ac	20 du/ac

- E. The PUD includes a wide variety of housing types providing for varying lifestyles, diversity and affordability.
- F. The PUD is served by public water and sanitary sewer facilities. Wyoming City Engineering has determined that capacity exists to serve the development.
- G. The PUD property has one owner.
- H. Recognizable Public Benefits - including 1) preservation of significant natural resources, 2) complimentary mix of land uses and housing types, 3) preservation of open space beyond minimum required 4) connectivity of open space.

CONCEPTUAL PHASING SCHEDULE

	2006	2015	2020	2021	2022	2023	2024	2025
Existing Medical Office Buildings	█							
Existing Dental Office Building		█						
Office / Service			█	█	█			
Medium Density Residential				█	█	█	█	
Low Density Residential				█	█	█	█	█
Independent Living				█	█	█		
General Business				█	█	█	█	

This is a conceptual estimate of phasing for the development. Actual phasing will be subject to market dynamics, economy, etc.

PROJECT NARRATIVE

Permitted Uses

The proposed PUD is a combination of residential housing types including missing-middle types, townhouses, apartments, senior independent living and includes the potential for both ownership and rental options. The PUD also has the option for ground floor retail/office uses along the entrance boulevard (subject to marketability) as well as an area for professional offices and/or community services such as day care. Finally, the 'island' between Wilson and 64th Street will be available for highway service types of uses in general conformance with the current zoning.

Development Standards

- A. Minimum Lot Size and Zoning Requirements - Lot area, width, setbacks, heights, etc. for the proposed uses are required to meet the Development Standards for the R-4 and the B-2 zoning districts (unless modified under paragraph (C) below). See Modification page for details.
- B. Project Scale - Table 90-420C(2) allows densities from 15 du/ac to 25 du/ac depending on the size of the residential area and the application of any Density Bonuses. This PUD conforms to the allowed densities.
- C. Modifications of Minimum Requirements - See Modification page.
- D. Density Bonus - The City Council may permit an increase in the residential density where it is demonstrated that:
 1. The appearance and construction will result in a development of high-quality.
 2. The PUD is within 1/4 mile of a dedicated transit route and includes a fixed transit shelter.

- This property is not near a transit route.
- 3. Amenities beyond the required open space -
 - 4. At least 3 of the following (the PUD provides 5):
 - a) Dedicated common open space in excess of the minimum
 - e) Preservation of significant natural features
 - h) Commercial and/or Office Component
 - i) missing-middle housing
 - j) at least 3 or more Public Benefits as listed in 90-417C(H). See (H) under Qualifying Conditions above for 4 benefits.

- E. Common Open Space - The proposed PUD significantly exceeds the minimum required common open space.
- F. Connectivity - The site plan is based on New Urbanist principles that feature connectivity in all forms of mobility (car, bike, pedestrian). The site plan features small blocks with continuous walkability and connectivity.
- G. Parking - Parking ratios are discussed on the modification page. Parking will be screened by buildings where possible. Townhomes may have "tuck-under" garages that are accessed for rear alleys. Multi-family buildings will hide parking in the rear that will be primarily used by residents. On-street parking will be primarily used by guests / visitors.

Intended agreements, provisions and covenants to govern the use of the development, approval of building materials/architectural styles, and open space areas to be preserved. - Amendment to Condominium Document is included in the submittal.

MODIFICATION to DEVELOPMENT STANDARDS

Parking

The ordinance requires a minimum of 1.3 parking spaces per unit and a maximum of 1.5 spaces per unit. At maximum proposed density, 1.3 spaces / unit yields 692 spaces and 1.5 yields 798 spaces.

We propose a total of 728 spaces at maximum proposed density (an average of 1.37 spaces / unit) using the following standards:

Low-Density	2.00 / unit
Medium Density	1.25 / unit
Mixed-use	1.25 / unit
Independent Living	1.00 / unit

Signage

See the Signage Plan for signage details.

Setbacks

The PUD Ordinance requires that the proposed land uses adhere to B-2 and R-4 Development Standards, unless they are modified. Those standards are in the following table.

Zoning Code Development Standards	B2 General Business	R4 Residential
Min. Lot Area	6,500 SF	43,560 SF
Min. Lot Width	65'	120'
Min. Front Yard	25'	35'
Min. Rear Yard	30'	35'
Min. Side Yard	-	20'
Min. Ground Floor	600 SF	-
Maximum Bldg. Ht	35'	35'
Maximum Coverage	40%	40%
Efficiency Unit	-	350 SF
One-Bedroom	-	600 SF
Two-Bedroom	-	800 SF
Three-Bedroom	-	1,000 SF

Wilson Crossings is a site condominium. Implementation of the PUD will be accomplished with site and/or building condominiums. 'New Urban' setbacks focus on a building's relationship to the street. Proposed front yard setbacks are noted on the Street Standards page. Side yards and the minimum distance between buildings is 20'. Perimeter

rear yards are noted on the Alley Street Standards and on the regulating plan. Multi-family rear yards are 20'. Non-residential setbacks will comply with B-2.

Building Heights

The chart below defines building heights for the different zones.

Building Sizes

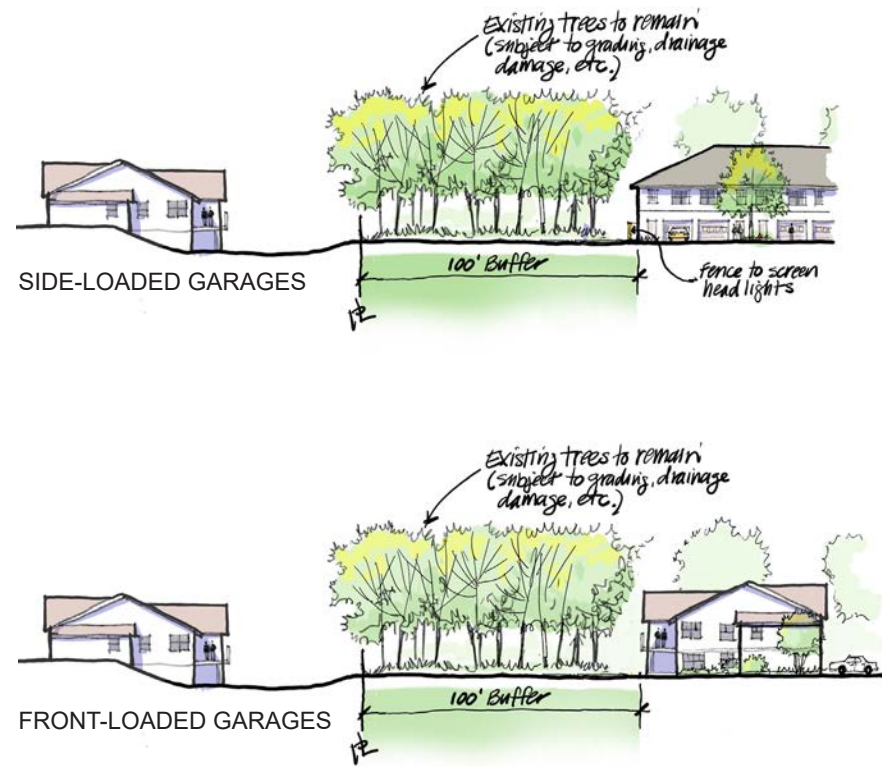
Building height, width and length are critical elements from many perspectives. Multi-story buildings, for instance, create additional greenspace. Buildings located close to the street create a sense of enclosure that enhances the perception of space and walkability. Buildings are also used to screen parking and service areas from the "public realm" (streets, walks, trails, parks).

Final building designs will reflect market dynamics regarding unit types and price levels, as well as being scaled to maximize the primary task of all urban architecture and landscape design - the physical definition of streets and public spaces as places of shared use.

RESIDENTIAL DENSITY CALCULATION & DEVELOPMENT STANDARDS

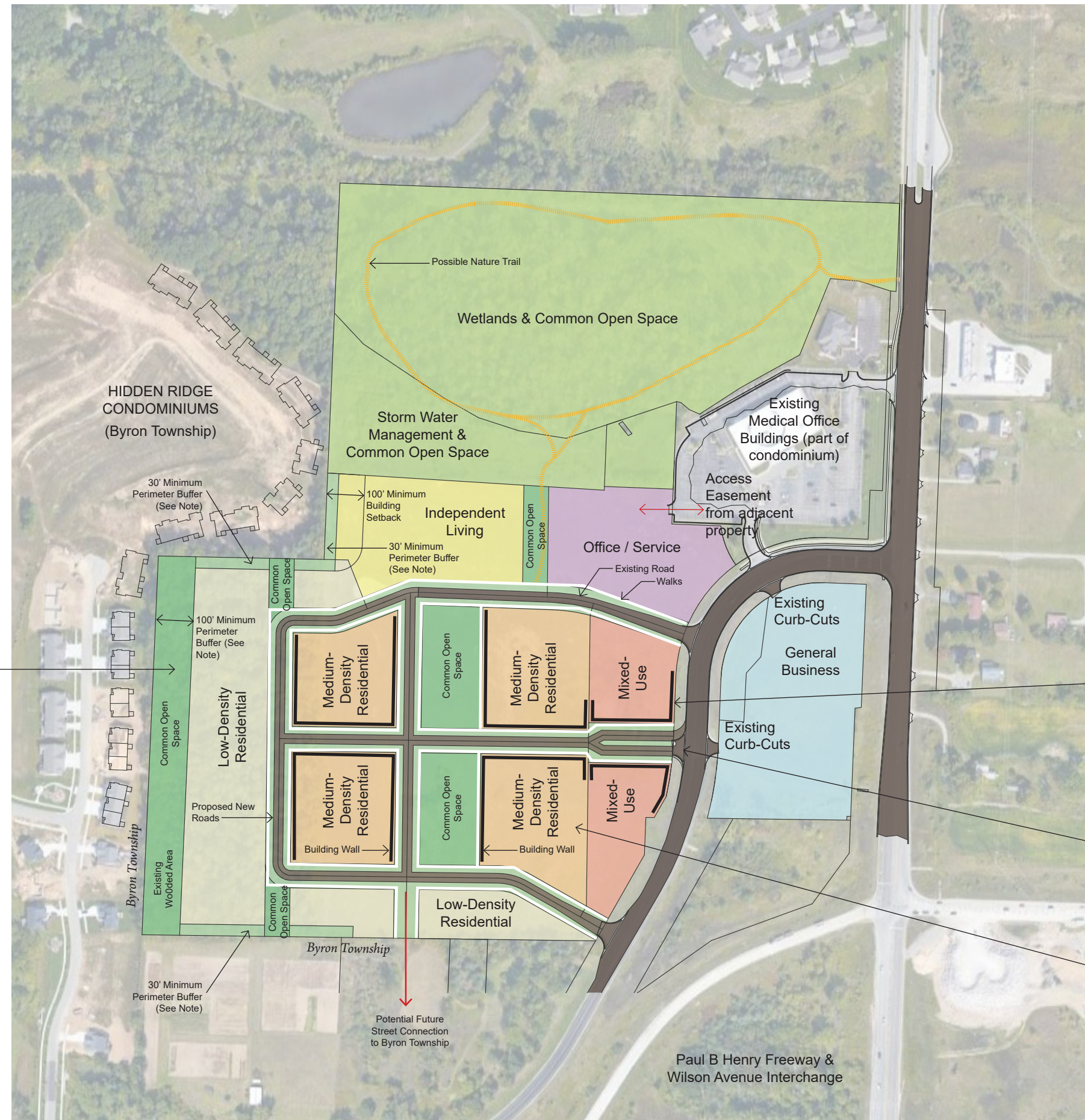
Use	Approx. Acres	% of Total	Units Per Acre	Maximum Units	Maximum Building Height	Minimum Lot Area
Office / Service	3.2	5.0%	-	-	35'	6,500 SF
General Business	5.0	8.0%	-	-	35' (Hotel 5-stories)	6,500 SF
Total Non-Residential	8.3	13.0%				
Low-Density Residential	11.6	18.4%	10	116	3-Stories	Residential areas will be units within the site condominium
Medium-Density Residential	14.0	22.3%	18	252	4-Stories	
Independent Living - Age Restricted	4.0	6.4%	25	100	4-Stories	
Mixed-Use	3.5	5.6%	18	64	3-Stories	
Residential Net of Wetlands / Detention	33.1	52.6%	16.1 Average	532	(18 du/ac maximum allowed by code for 5.1-35 Acres)	
Wetland / Detention	21.6	34.3%	-	-	-	
Total Residential	54.7	87.0%	9.7 Average	532	(15 du/ac maximum allowed by code for 35.1-100 Acres)	
Grand Total	62.9	100.0%				

Residential units along the west property line will have either front or side loaded garages and buildings will be oriented so that garage doors are not facing adjacent residential. Where service drives are exposed to the west, 6' solid screen fences will be located to block headlights.



Buffer Notes:

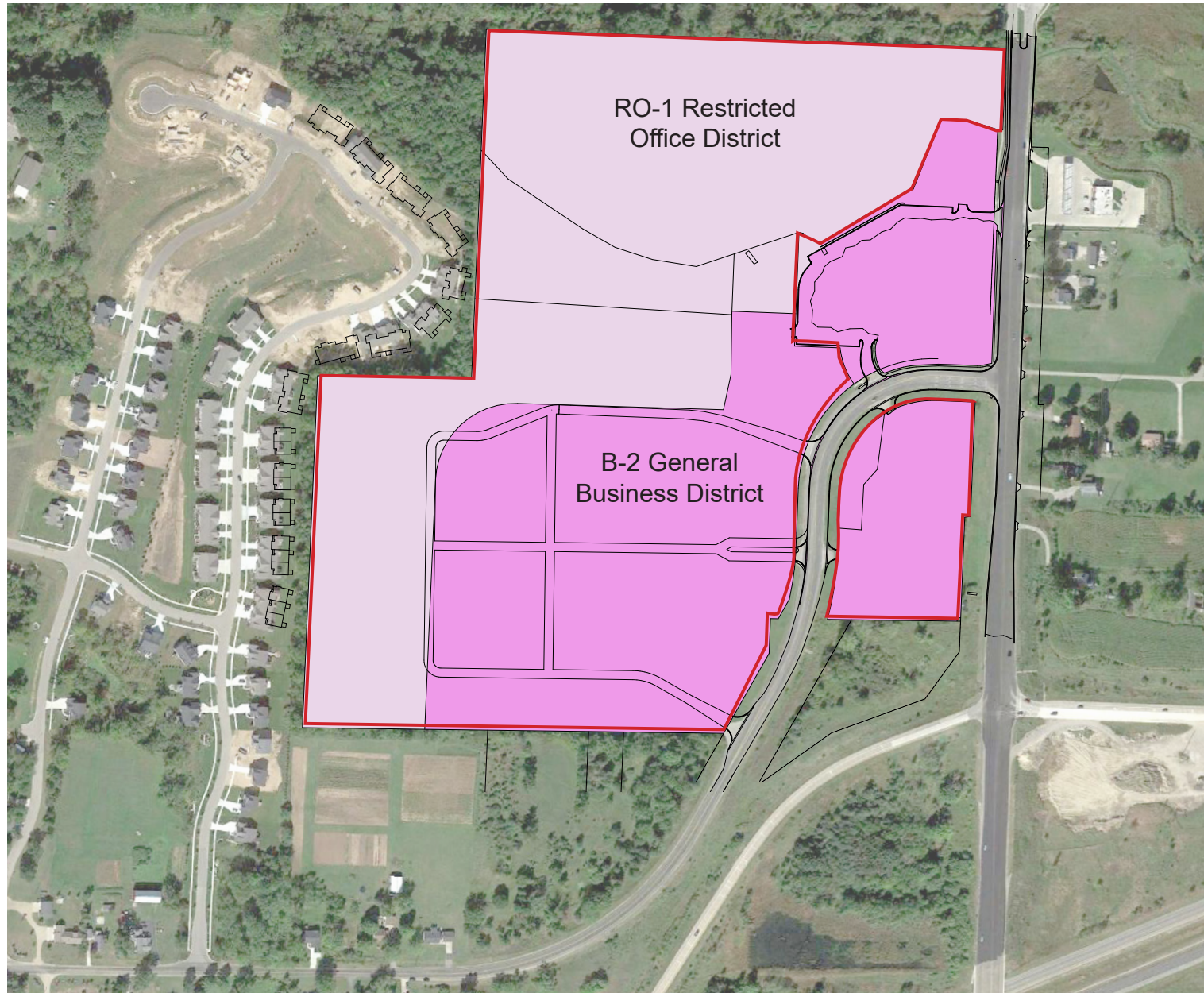
All effort must be made to protect and preserve existing trees and vegetation. Grading, utilities, construction activities, etc. must avoid these areas whenever possible. 6' tall solid screen fencing must be installed to screen service drives or garage doors that are exposed to adjacent residential.



Building walls placed to define the public realm and to create a sense of enclosure and a sense of place. Buildings also screen rear parking areas.

Primary Entrance Boulevard with on-street parking and the potential for ground level office and/or retail.

Place parking in the rear of buildings where it is not visible from the primary streets and pedestrian routes.



CURRENT ZONING

RO-1 RESTRICTED OFFICE DISTRICT

Example Permitted Uses

Office buildings, medical offices, including clinics, financial institutions.

B-2 GENERAL BUSINESS DISTRICT

Example Permitted Uses

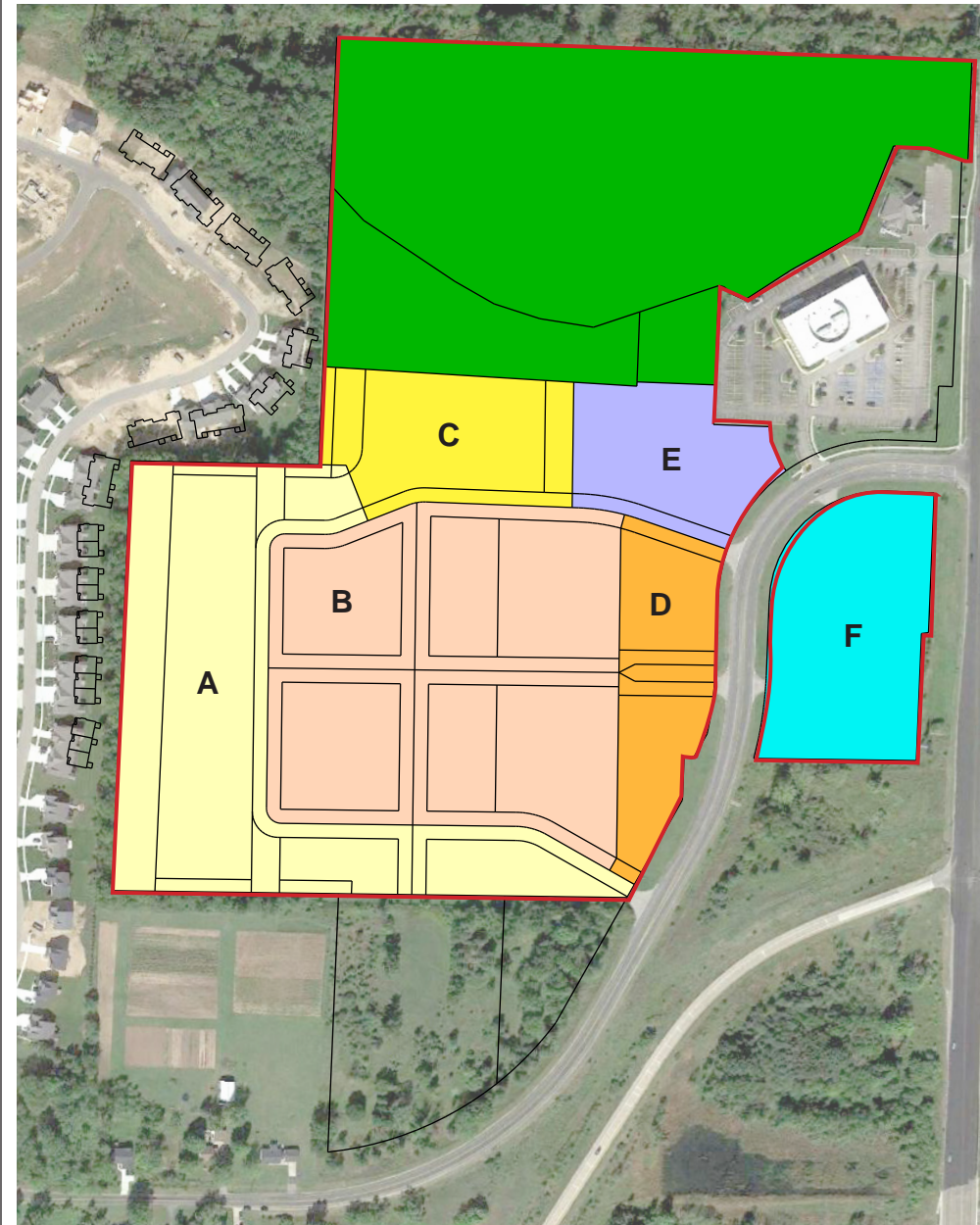
Food service, grocery, restaurant, offices, personal service, retail stores, gymnasiums, vehicle showrooms, vehicle repair, hotels, motels, funeral homes, vet hospitals, greenhouses, theater, bowling alley, dancehall, skating rink, child care facilities, athletic training facility.

Example Permitted after Special Approval Uses

Gameroom, car wash, drive through restaurants, gasoline and service stations, motor vehicles, mobile home sales, excavation equipment sales, college, cocktail lounges, nightclubs, taverns, 'adult' business, pool hall, pawnshop, secondhand sales, multiple family housing, assembly hall.

The existing B-2 zoned areas allow for an intense list of potential uses that are primarily commercial. It also allows 'multiple family' housing. This request effectively maintains the existing zoning in area F, limits area E to office and service uses, and significantly limits B, C & D to multi-family residential (D has the option of ground floor retail).

The existing RO-1 zoned area is changed from professional office use to lower density residential (townhouses).



PROPOSED ZONING

Wilson Crossings is a mixed-use neighborhood that includes multiple residential building types as well as office, service and retail uses. These uses are integrated into a New Urbanism site plan that is strategically divided into distinct zones. These zones regulate the form, scale, density, use, etc. of each area. The various zones are described below:

A Low-Density Residential

This category will be developed with lower-density housing types such as duplexes, 4-plexes, townhouses, manor houses, missing-middle types, etc. The buildings will generally be positioned 15-20' back from the outside of the sidewalk with porches

allowed within that setback. Garages, with few exceptions, are intended to be in the rear of the units and are accessed via private alleys. Maximum density is 10 dwelling units per acre.

B Medium-Density Residential

The Medium-Density category will be developed with multiple-unit residential buildings of 4 stories maximum. The buildings will be positioned to enclose the "public realm" (streets & open space) and to screen parking areas. Guests will primarily park on the street with resident parking 'hidden' behind the buildings. The maximum density is 18 dwelling units per acre.

C Independent Living - Age Restricted

Diversity of occupant and unit type is an important aspect of the PUD. As such, we would hope to attract an age-restricted development to the neighborhood. Independent living buildings often have parking inside the building and include significant amenities. Maximum proposed density is 25 dwelling units per acre with a maximum building height of 4-stories.

If the market does not support independent living within 2 years of approval, this area would have the option of other residential uses at a reduced density of 18 du/acre.

D Mixed-Use

The Mixed-Use zone allows for non-residential uses (retail/office) on the ground floor of multi-story buildings, as well as for the non-residential use of upper floors. This zone defines the main entrance boulevard with buildings that are 3-stories maximum in height. This is necessary to 'enclose' the boulevard and to create a sense of place along the entrance corridor.

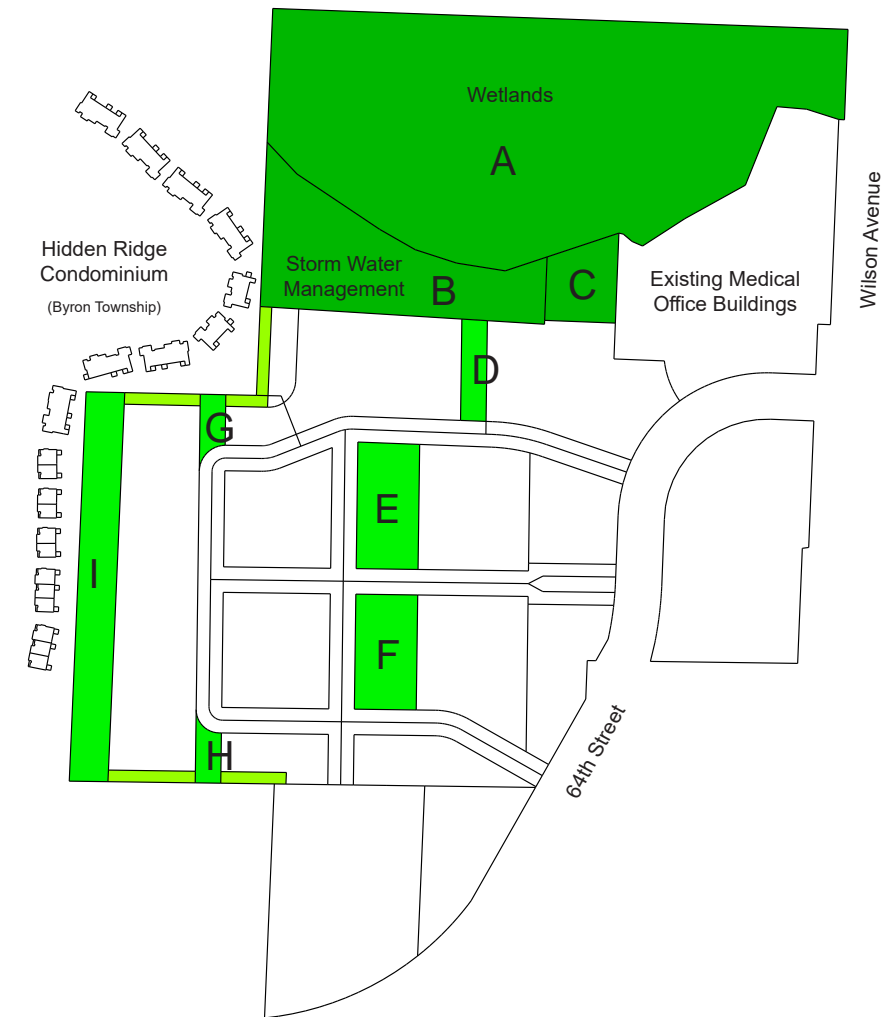
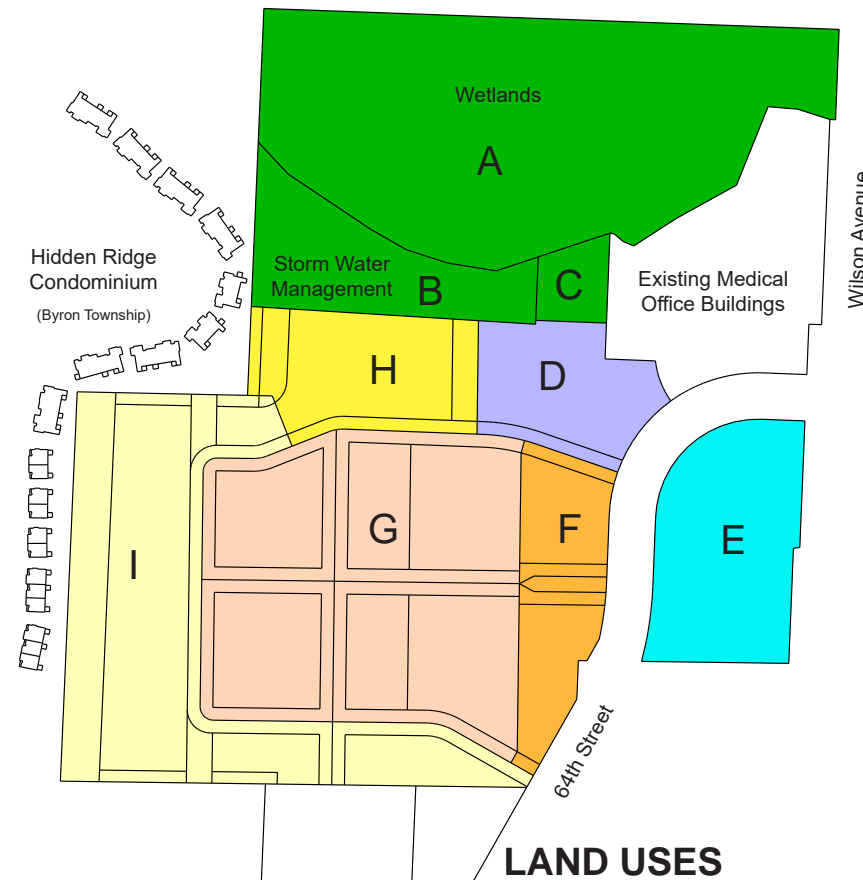
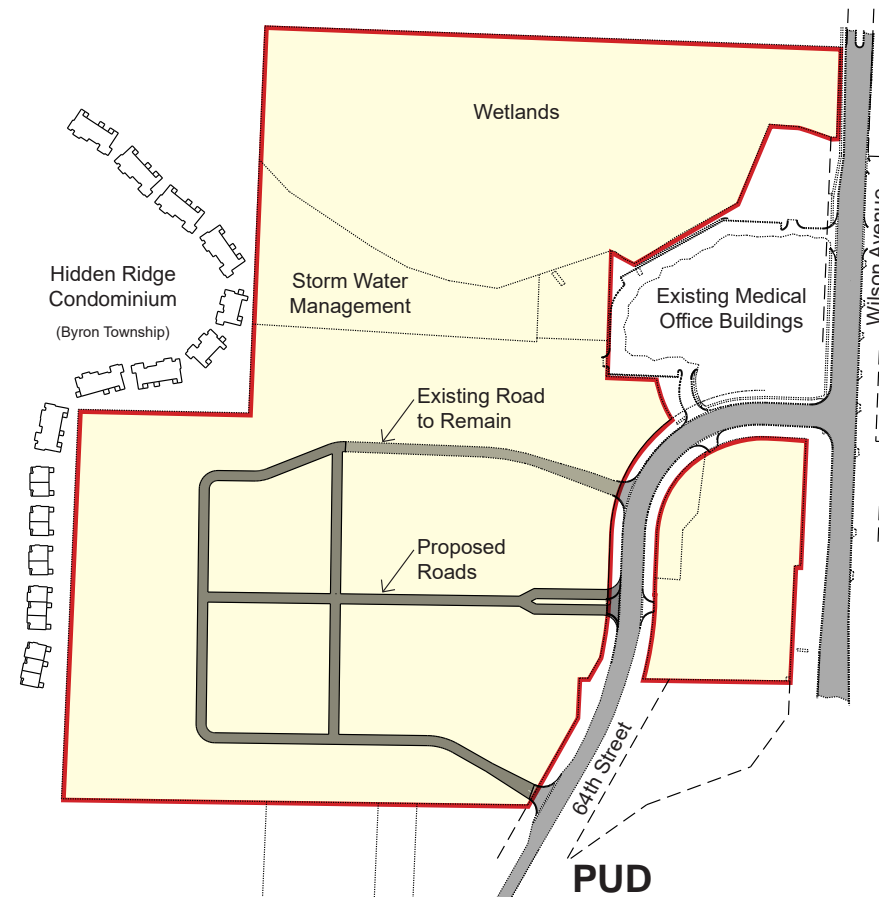
If the ground floor is residential, the individual units should be accessed directly off the public sidewalk.

E Office / Service

The Office/Service category is a transition zone located to buffer the proposed residential uses from the existing medical office buildings at the corner of Wilson Avenue & 64th Street. Maximum building height is 35', consistent with the current B-2 zoning category.

F General Business

The General Business area is located between 64th Street and Wilson Avenue. It is, therefore, physically disconnected from the larger parcel. It is logical that this land be developed to serve the highway interchange with gasoline, restaurants, hotels, etc. The list of uses in the current B-2 zoning, as well as those requiring Special Land Use review and approval, remain appropriate for this area. Maximum building height is 35' except that hotels may be approved with 5-stories maximum.



PUD

LAND USES

LAND USES / DENSITIES				
Wetland / Detention				
A	Wetland	17.0		
B	Detention	3.7		
C	Detention	0.8		
	Total	21.6 Acres		
Non-Residential				
D	Office/Service	3.2	-	-
E	General Business	5.0	-	-
	Total	8.3 Acres	-	-
Residential				
			du/ac	Maximum Units
F	Mixed-Use	3.5	18	64
G	Medium-Density	14.0	18	252
H	Independent Living	4.0	25	100
I	Low-Density	11.6	10	116
	Net Residential	33.1 Acres	16.1	532
	Total Residential (including wetlands)	54.7 Acres	9.7	532
	Total PUD	62.9 Acres		

COMMON OPEN SPACE REQUIRED			
Residential	54.7 Acres	20%	10.94 Acres
Non-Residential	8.2 Acres	10%	0.82 Acres
Total			11.76 Acres
COMMON OPEN SPACE PROVIDED			
Open Space	5.4	100%	5.43 Acres
Wetland	17.0	50%	8.52 Acres
Total Provided			14.0 Acres

COMMON OPEN SPACE	
Wetland / Detention	
A	17.0
B	3.7
C	0.8
Total	21.6 Acres
Green Space	
D	0.4
E	1.2
F	1.1
G	0.2
H	0.2
I	2.3
Total	5.4 Acres
Grand Total	27.0 Acres

Proposed density is less than the Zoning Ordinance maximum density limits.

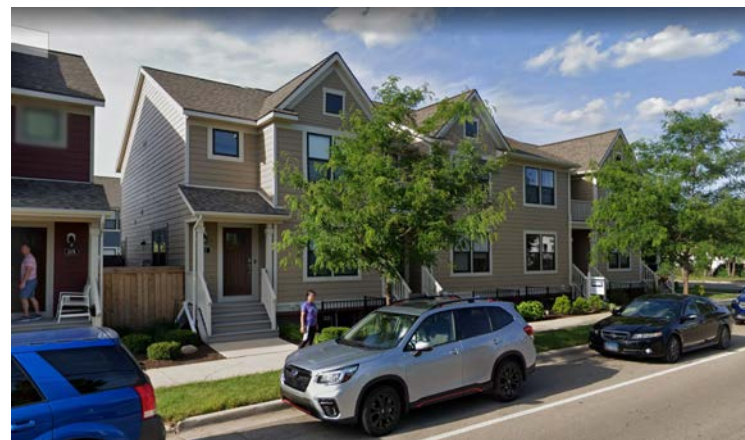
Table 90-420C(2) Permitted Maximum Density by PUD Size		
PUD Size	Permitted Density	
	Maximum Density	Max. w/ Density Bonus
<5 Acres	20 du/ac	30 du/ac
5.1 - 35 Acres	18 du/ac	25 du/ac
35.1 - 100 Acres	15 du/ac	20 du/ac

Townhouses



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August 26, 2020 11:17 AM

Multiple Family

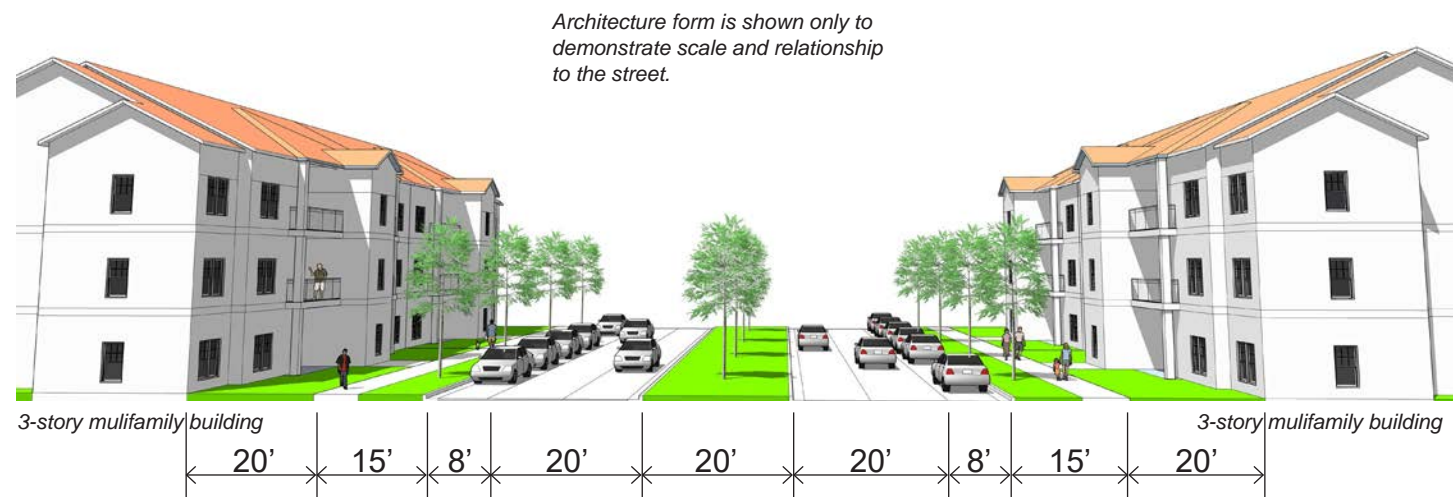


Open Spaces

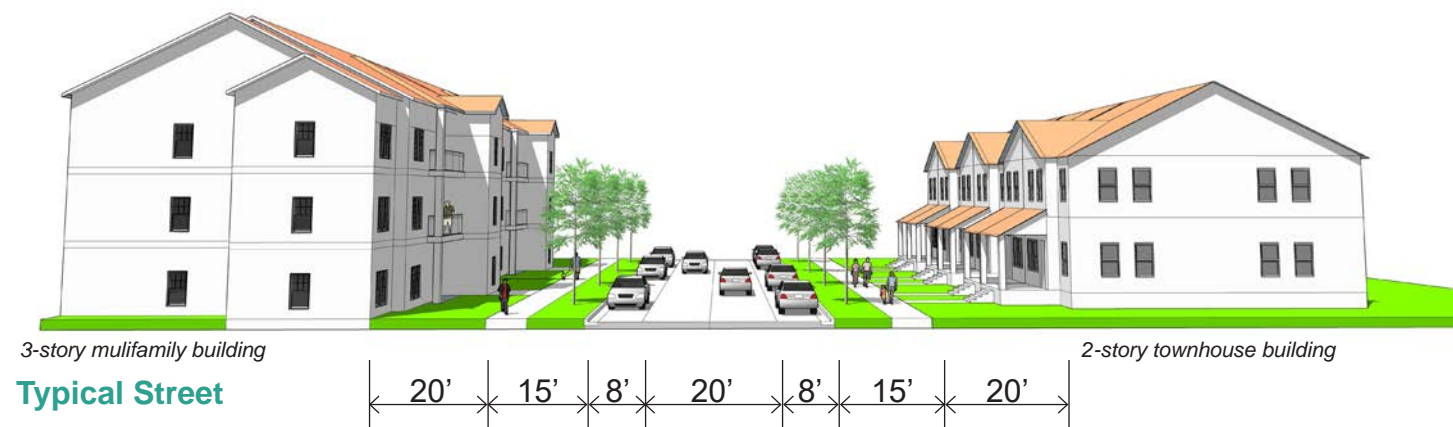


'Public' Streets

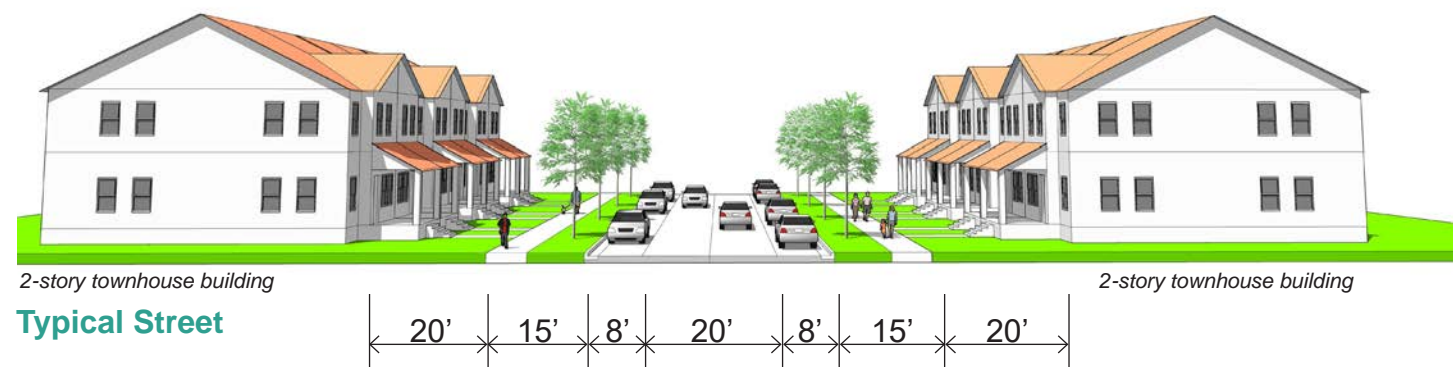
New urbanism is based on a premise that the public realm (streets, parks, etc.) is critically important to the success of any development. The buildings are used to "enclose" the public realm and to create a psychological "sense of place". The buildings are also used to screen parking areas in the rear of the buildings. Guest parking is primarily accommodated along the streets. The main entrance into the development is proposed as a boulevard. All streets serve the needs of both the automobile and the pedestrian, creating an extremely walkable and accessible neighborhood.



Main Entrance Boulevard



Typical Street

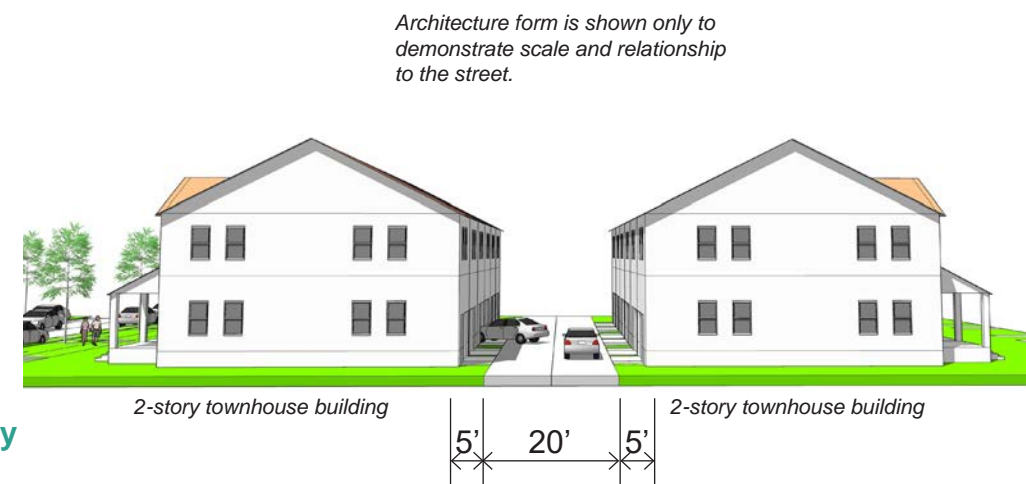


Typical Street

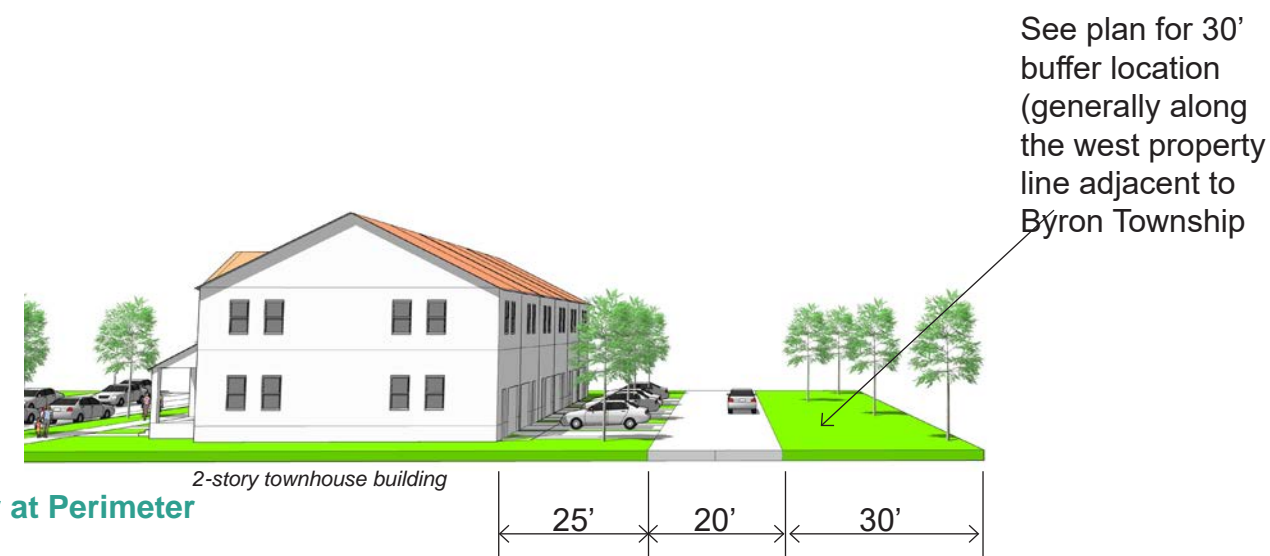
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Private Alleys

New urbanism is also based on the premise that the automobile is not the primary element of good neighborhood design. Front yards are designed for porches and primary entrances into buildings or individual living units. They represent the public realm and the semi-public transition area between public and private. The garage door is contrary to that philosophy. As such, our plan proposes to primarily accommodate the automobile in the rear of low-density residential units. Access to 'tuck-under' garages will be mostly via private alleys. Some alleys will allow for a parking space in front of the garage door, well others will only accommodate garage access. Alleys will also accommodate trash storage and pickup and, in some cases, guest and overflow parking.



Rear Alley



Rear Alley at Perimeter



CURVE DATA
 L = 308.13'
 R = 308.13'
 CB = S 72°36'37" W
 C = 307.01'

E-W 1/4 LINE, SECTION 6
 CURVE DATA
 L = 873.54'
 R = 820.21'
 CB = S 72°36'37" W
 C = 832.84'

FLOOD ZONE

There is no flood map printed for the subject property. According to the Flood Insurance Rate Map issued by the National Flood Insurance Program of the Federal Emergency Management Agency, Map Number 28139C0360E, dated December 16, 2011.

GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT

NORTH
SCALE 1" = 200'




NORTH
SCALE 1" = 200'

These images demonstrate a logical implementation of the proposed PUD. There are likely many other possible variations that would also comply with the PUD. As phases are prepared for implementation, we will return for final PUD approvals that would include specific details.

In general, these images illustrate the design philosophy of a connected, mixed-use neighborhood that includes variations in residential types along with compatible non-residential uses. Green space is distributed throughout the property and westerly development is intentionally sensitive to the existing woods.

