

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 3, 2014, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Dennis Gilbert, Church of the Open Door
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of October 20, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
 1. From Wyoming Planning Commission
 - a. Request for Final Plat Approval for Rivertown Valley III
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
14-24 Acceptance of a Watermain Easement for Construction at 5967 Division Avenue SW (Interurban Transit Partnership)
- 13) Budget Amendments**
- 14) Consent Agenda**
- 15) Resolutions**
 - a) For Election to Comply with Section 4 of Public Act 152 of 2011
 - b) To Name an Authorized Person as Signatory for Financial Transactions at Fifth Third Bank
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - c) To Amend the Contract for Video Inspection of Existing Underground Sewer Lines with Terra Contracting
 - d) To Contract with Wade Trim, Inc. to Provide Professional Planning Services in the Reformatting of the Zoning Ordinance
 - e) To Accept a Proposal for Start Up Construction Assistance and Programming Services for the Low Service Variable Frequency Drive Replacement and to Authorize the Mayor and City Clerk to Execute the Agreement
 - f) To Approve Change Order #2 for the Clean Water Plant Laboratory Renovation Project and to Authorize the Mayor and City Clerk to Execute the Change Order
 - g) To Authorize the Mayor and City Clerk to Accept an Agreement for Landscape Architectural Services in Preparation of a Master Plan for Ideal Park (Budget Amendment No. 28)

h) For Award of Bid

1. Electrical Substation Inspection and Maintenance Services Proposal

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

MAYOR
Jack A. Poll
AT-LARGE COUNCILMEMBER
Sam Bolt
AT-LARGE COUNCILMEMBER
Kent Vanderwood
AT-LARGE COUNCILMEMBER
Dan Burrill
1ST WARD COUNCILMEMBER
William A. VerHulst
2ND WARD COUNCILMEMBER
Richard K. Pastoor
3RD WARD COUNCILMEMBER
Joanne M. Voorhees
CITY MANAGER
Curtis L. Holt

October 29, 2014

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request for Final Plat Approval for Rivertown Valley III.

Recommendation: To approve the subject plat request.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 21, 2014. A motion was made by Woodruff, supported by Hegyi, to grant Final Plat Approval and recommend the same to City Council. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

The petitioner proposes 38 lots on 14 acres developed to R-1 Residential standards. This project obtained Preliminary Plat – Final Approval from the Planning Commission on April 15, 2014 and City Council approval on May 5, 2014. The subdivision has been under construction since then. The prior two phases to the north have 93 lots, which are nearing build out. The petitioner has provided to the Engineering Department the required Subdivision Improvement Bond and Work Agreement for construction items as yet incomplete.

Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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



RIVERTOWN VALLEY III

YUKON DR

RHINE CT

ELBE CT

DANUBE DR

AMUR DR

NILE DR

WALNUT RIDGE DR

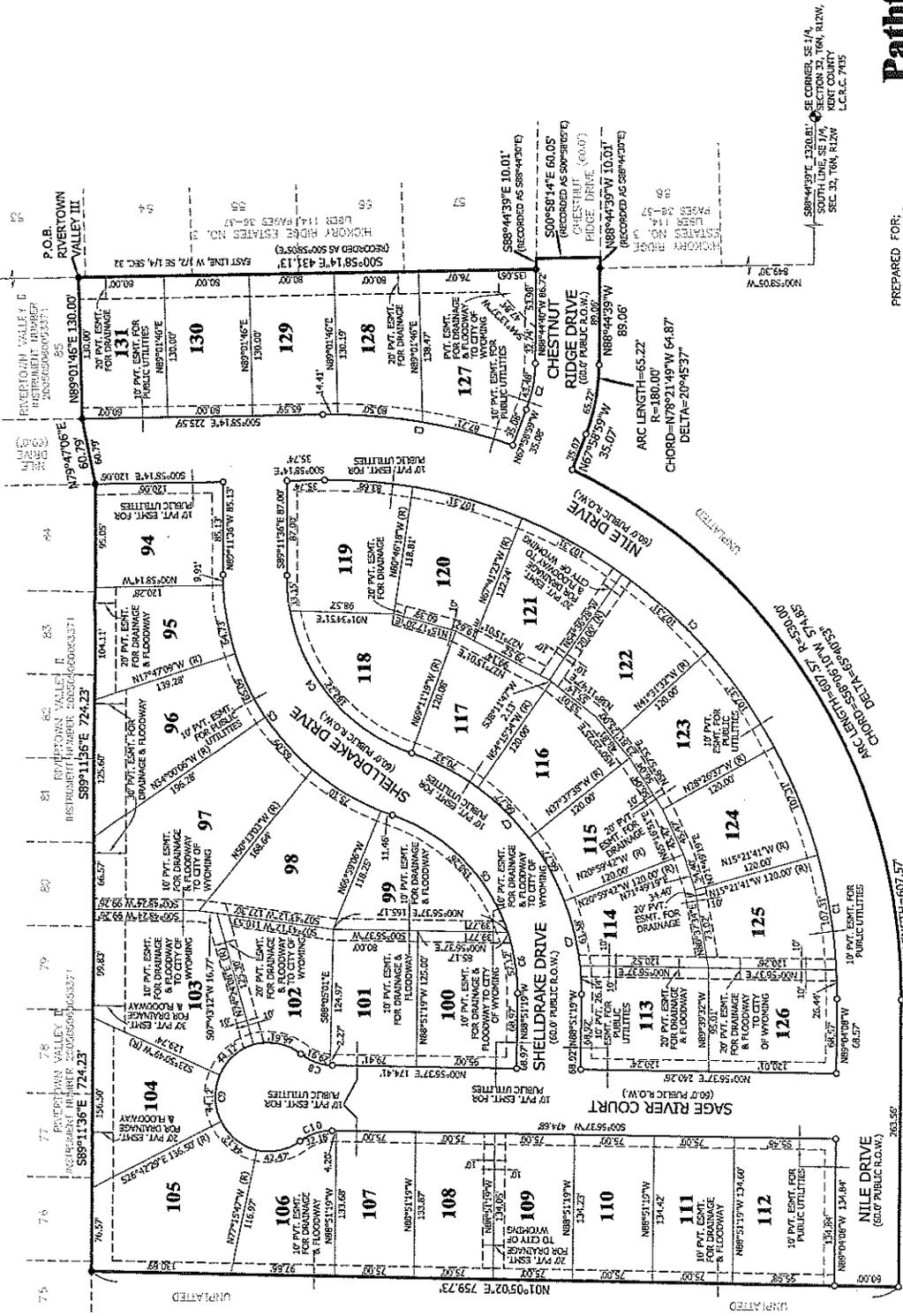
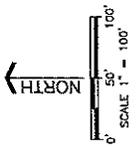
CHESTNUT RIDGE DR

RIVERTOWN VALLEY III

PART OF THE SOUTHEAST 1/4 OF SECTION 32, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

SECTION 32, T6N, R12W,
KENT COUNTY,
MICHIGAN
L.C.R.C. 772 & 1068

SECTION 32, T6N, R12W,
KENT COUNTY,
MICHIGAN
L.C.R.C. 960 & 704



DATE 10-8-14
 PRODUCT NO. 13067
 SHEET NO. 1 OF 1

Pathfinder
 Engineering, Inc.
 795 Chippewa Drive, Suite 400
 Phoenix, AZ 85001-2805 Fax: 1-480-788-1579

PREPARED FOR:
 TIMGB WILSON, LLC
 2221 HEALTH DRIVE, SUITE 2200
 WYOMING, MICHIGAN 49519

ARC LENGTH=607.57
 R=530.00
 CHORD=530.00
 DELTA=65°40'53"

ARC LENGTH=607.57
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 CHORD=530.00
 DELTA=65°40'53"

ARC LENGTH=607.57
 R=530.00
 CHORD=530.00
 DELTA=65°40'53"



City Clerk's Office

Telephone 616/530-7296

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: www.wyomingmi.gov



MAYOR
Jack A. Poll

AT-LARGE COUNCILMEMBER
Sam Bolt

AT-LARGE COUNCILMEMBER
Dan Burrill

AT-LARGE COUNCILMEMBER
Kent Vanderwood

1ST WARD COUNCILMEMBER
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2ND WARD COUNCILMEMBER
Richard K. Pastoor

3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

November 3, 2014

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 14-24

Subject: Acceptance of a Watermain Easement for Construction at
5967 Division Avenue, SW (Interurban Transit Partnership)

Councilmembers:

The Interurban Transit Partnership (ITP) also known as The Rapid, owner of 5967 Division Avenue, SW, has submitted the following described Watermain Easement allowing the City of Wyoming rights to access the property for construction and maintenance reasons for a 16 inch watermain. The Watermain Easement area is shown on the attached Estimate of Just Compensation drawing. The acquisition is associated with the reconstruction and widening of Division Avenue from 54th Street to 60th Street in 2015.

Grantor:	Interurban Transit Partnership (ITP)
Parent Parcel:	41-17-36-476-054
Right-of-way Size	1,201 sf – Watermain Easement
Consideration:	\$1,922.00

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

Respectfully submitted,

Curtis L. Holt
City Manager

Attachments: Watermain Easement
Estimate of Just Compensation

**CITY OF WYOMING
WATERMAIN EASEMENT
Parcel No. 41-17-36-476-054**

The Grantor, Interurban Transit Partnership, a Public Transit Authority incorporated under the Public Transportation Authority Act, PA 196 of 1986, whose address is 300 Ellsworth Avenue, SW, Grand Rapids, Michigan 49503.

DOES HEREBY GRANT AND CONVEY TO:

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

**See Exhibit A attached hereto for the Legal Description of Watermain Easement
and Legal Description of Real Property (Parcel No. 41-17-36-476-054)**

For the full consideration of One Thousand Nine Hundred Twenty-Two Dollars and No Cents (\$1,922.00).

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

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

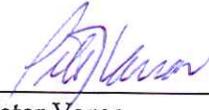
DATED: October 20, 2014

Approved as to form:

Jack Shute
Attorney for the City of Wyoming

GRANTOR:

Interurban Transit Partnership, a
Public Transit Authority incorporated
under the Public Transportation
Authority Act, PA 196 of 1986

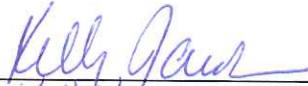


By: Peter Varga
Its: Chief Executive Officer

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 20
day of October, 2014, by Peter Varga, Chief Executive Officer of Interurban Transit Partnership, a
Public Transit Authority incorporated under the Public Transportation Authority, Act, PA 196 of 1986.

KELLY JACOBSEN
Notary Public, State of Michigan
County of Ottawa
My Commission Expires: 6/21/2017
Acting in the County of Kent



Kelly Jacobsen, Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 6/21/2017
Acting in the County of: Kent

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, LLC
O-11230 Tallmadge Woods Drive
Grand Rapids, MI 49534

Legal Description by:
Michael Manning, P.S.
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, MI 49504

EXHIBIT A



INTERURBAN TRANSIT PARTNERSHIP

41-17-36-476-054

POINT OF BEGINNING
WATERMAIN EASEMENT

N87°55'51"W 460.00'

WATERMAIN EASEMENT

1201 SQ. FT.

WESTERLY RIGHT OF WAY LINE DIVISION AVE.

16.50' WIDE EASEMENT
TO MICHIGAN BELL TEL. CO.
LIBER 2218, PAGE 368

50.00' R/W

S00°32'01"E
370.00'

N87°55'51"W 311.33'
EXCEPTION

P.O.B.
EXCEPTION

20.02'
N00°32'01"W
179.00'

S87°55'51"E
311.33'
16.50' WIDE EASEMENT
TO MICHIGAN BELL TEL. CO.
LIBER 2218, PAGE 368

LEGAL DESCRIPTION OF WATERMAIN EASEMENT

THAT PART OF THE SOUTHEAST 1/4, SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE N00°32'01"W 370.00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE N87°55'51"W 50.05 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO THE WESTERLY RIGHT OF WAY LINE OF DIVISION AVENUE AND THE POINT OF BEGINNING; THENCE S00°32'01"E 40.04 FEET ALONG SAID RIGHT OF WAY LINE; THENCE N87°55'51"W 30.03 FEET; THENCE N00°32'01"W 40.04 FEET; THENCE S87°55'51"E 30.03 FEET TO THE POINT OF BEGINNING.

DIVISION AVE.

EXCEPT:
ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 87 DEGREES 55 MINUTES 51 SECONDS WEST 311.33 FEET, ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 32 MINUTES 01 SECONDS WEST 179.00 FEET, PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 87 DEGREES 55 MINUTES 51 SECONDS EAST 311.33 FEET TO THE EASTERLY LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 32 MINUTES 01 SECONDS WEST 20.02 FEET, ALONG SAID EASTERLY LINE; THENCE NORTH 87 DEGREES 55 MINUTES 51 SECONDS WEST 311.33 FEET; THENCE S 00 DEGREES 32 MINUTES 01 SECONDS EAST 20.02 FEET TO THE PLACE OF BEGINNING.

DATE: 10-01-14
PROJECT NUMBER: 130281TPWMESMT

NOTE: THE PARCEL DESCRIBED PER TAX ID #41-17-36-476-054 DOES NOT INCLUDE THE 50 FOOT RIGHT OF WAY FOR DIVISION STREET WHICH WAS DEEDED TO THE CITY OF WYOMING PER INSTRUMENT NUMBER 20140416-0029893. THE LEGAL DESCRIPTION OF REAL PROPERTY SHOWN ABOVE IS PER TRANSVAIION TITLE COMMITMENT-06285WMS (DATED 12-05-12) WHICH INCLUDED SAID 50 FOOT RIGHT OF WAY.

LEGEND

- IRON STAKE (SET)
- IRON STAKE (FOUND)
- +— FENCE
- ▭ WATERMAIN EASEMENT



meyers, bueche & nies, inc.
civil engineers/surveyors
1638 leonard st nw
grand rapids, mi 49504
616-457-5030
fax 616-457-8244

33.00'
R/W

148.67'

S87°55'51"E

P.O.B.

60TH ST.

N87°55'51"W

311.33'

S. LINE, SE 1/4, SEC. 36

SE COR
SEC. 36
T6N, R12W

179.00'

N00°32'01"W

370.00'

191.00'

50.05'

N87°55'51"W

S00°32'01"E

40.04'

30.03'

N87°55'51"W

30.03'

N00°32'01"W

40.04'

30.03'

S87°55'51"E

30.03'

N87°55'51"W

30.03'

N00°32'01"W

40.04'

30.03'

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: Watermain Easement, Reconstruction of Division Avenue from 54th Street to 60th Street

PURPOSE OF REPORT: The purpose of this report is to estimate the Fair Market Value of the land to be acquired and to estimate the Just Compensation for the conveyance of land and the granting of permanent and temporary Easements. The compensation will be based upon the land values obtained from the Wyoming Assessor's Records. This method of compensation is authorized by the Wyoming City Council per Resolution No. 18464 (City Policy Manual).

SITE DATA:	Permanent Parcel No.: 41-17-36-476-054
Parcel: Interurban Transit Partnership	Land Use: Commercial - Vacant Size: 2.49 Ac (Approx.)
Address: 5967 Division Avenue SW	Zoning: 202

<p>ACQUISITION DESCRIPTION:</p> <p>Square foot values based on Appraisal by Maturen & Associates, Inc. Review Appraisal by R.S. Thomas & Associates, Inc.</p> <p>Summary of Costs:</p> <p><u>Watermain Easement:</u> A generally rectangular parcel of land adjacent to the Division Avenue Right-of-Way as shown on sketch.</p> <p style="margin-left: 40px;">Area: 1,201 s.f.</p>	<p>SKETCH:</p>
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COMPUTATION OF VALUE:	
WATERMAIN EASEMENT 1,201 s.f. X \$1.60 / s.f.	\$ 1,922.00

REMARKS:

\$ 1,922.00

Signed: *Kelly Jacobson*
Land Matters, llc *Kelly Jacobson for*
Deborah S. Poeder

For information call 616.791.9805

Agreed to by: *Peter Varga*
Interurban Transit Partnership
By: Peter Varga
Its: Chief Executive Officer

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 3, 2014.

ATTACHMENTS:
Memorandum
Public Act 152

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Curtis Holt, City Manager

From: Kim Oostindie, Director of Human Resources

Date: October 29, 2014

Re: Compliance with PA 152

Attached is the resolution that we bring to Council each year, to comply with Public Act 152 of 2011, the Publicly Funded Insurance Contribution Act. This Act establishes limits on a public employer's expenditures for employee medical benefits plans. An annual resolution is required under the Act.

The City Council has elected to comply with the Act by not paying more than 80% of the total annual costs of the medical plan, instead of complying with the State specified dollar amount "hard caps." All employment contracts and agreements now include language requiring employees to contribute 20% toward the cost of their health insurance.

I will submit the annual resolution for the November 3 Council meeting.

Act No. 152
Public Acts of 2011
Approved by the Governor
September 24, 2011
Filed with the Secretary of State
September 27, 2011
EFFECTIVE DATE: September 27, 2011

STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2011

Introduced by Senator Jansen

ENROLLED SENATE BILL No. 7

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

The People of the State of Michigan enact:

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

Sec. 2. As used in this act:

(a) "Designated state official" means:

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

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

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

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

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

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

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

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

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

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer.

(f) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

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

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

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

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

(2) A collective bargaining agreement or other contract that is executed on or after September 15, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

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

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

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

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

(2) A 2/3 vote of the governing body of the local unit of government is required to extend an exemption under this section to a new year.

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

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

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

This act is ordered to take immediate effect.

Carol Morey Viventi

Secretary of the Senate

Jay E. Randall

Clerk of the House of Representatives

Approved

.....
Governor

RESOLUTION NO. _____

RESOLUTION TO NAME AN AUTHORIZED PERSON AS
SIGNATORY FOR FINANCIAL TRANSACTIONS
AT FIFTH THIRD BANK

WHEREAS:

1. On June 16, 2014, the City Council of the City of Wyoming adopted Resolution #24840, naming the titles of authorized persons to be signatory for financial transactions with Fifth Third Bank.
2. The City Manager desires that the authorized persons to be signatory for financial transactions at Fifth Third Bank include Rosa Ooms, an accountant in the Finance Department, along with the previously named Finance Director, Treasurer and Deputy Treasurer.

NOW, THEREFORE, BE IT RESOLVED:

1. Rosa Ooms is approved as an authorized person to be signatory for financial transactions authorized at Fifth Third Bank in Resolution #24840 (attached).

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 3, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Resolution #24840

Resolution No. _____

Account Resolutions Certificate for Treasury Management Services (Government Entity)

To Fifth Third Bank:

I HEREBY CERTIFY THAT:

I am the duly elected or appointed and currently serving official, manager or trustee (the "Official") of the governing body or governmental entity identified below (the "Governmental Entity");

I am duly authorized to make the following certifications to you; and

The following resolutions ("*Account Resolutions*") were duly adopted by the governing body of the Governmental Entity in accordance with applicable law, are the binding resolutions and statements of the Governmental Entity, are in full force and effect, and have not been rescinded or modified:

RESOLVED, Fifth Third Bank is hereby designated as an authorized depository of this Governmental Entity and that one or more checking, savings or other deposit accounts ("*Accounts*") be opened and maintained with Fifth Third Bank in the name of the Governmental Entity;

RESOLVED FURTHER, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by Fifth Third Bank, and by such rules, regulations and policies as Fifth Third Bank shall from time to time establish;

RESOLVED FURTHER, this Governmental Entity is authorized to obtain banking services from Fifth Third Bank including treasury management and corporate card services, and to enter into such agreement or agreements and documentation for such services as are required by Fifth Third Bank from time to time, including a Master Treasury Management Agreement, Terms and Conditions for various banking services, Signature Card, Commercial Card Agreement and Commercial Account Rules ("*Banking Agreements*") each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects;

RESOLVED FURTHER, that the Governmental Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to Fifth Third Bank in connection with the banking services obtained by the Governmental Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Governmental Entity by Fifth Third Bank, (b) credit card services under the Commercial Card Agreement, and (c) import and export services for letters of credit as provided in the Terms and Conditions for such import and export services and related reimbursement, financing and security or collateral arrangements;

RESOLVED FURTHER, that the Governmental Entity is authorized to enter into, execute and deliver to Fifth Third Bank applications, documents, notes and agreements

reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit, confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements ("*Banking Services Financing Agreements*") each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects;

RESOLVED FURTHER: that (a) each of the individuals identified in the table entitled "Authorized Persons" appearing below and (b) any other person designated by any such individual whose identity and signature are provided to Fifth Third Bank (each, an "*Authorized Person*" and for purposes of certain Banking Agreements, an "*Authorized Agent*") is authorized on behalf of the Governmental Entity and in its name to do any of the following:

- *Accounts and Agreements.* Open or close any deposit or other Account and execute on behalf of the Governmental Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with Fifth Third Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;
- *Payment Instructions.* Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based or oral instructions and payment orders for the transfer or payment of funds of the Governmental Entity on deposit with Fifth Third Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;
- *Implementation and Setup.* Select the services the Governmental Entity will obtain from Fifth Third Bank, and instruct Fifth Third Bank on service options and features desired by the Governmental Entity, and the set up, implementation and security procedures relating to the services selected; and,
- *Authorization.* Designate, and advise Fifth Third Bank of the identity of persons (including officers and employees of this Governmental Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Governmental Entity or services utilized by the Governmental Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Governmental Entity and will have authority to: manage the service on behalf of the Governmental Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED FURTHER, that all actions of the Authorized Persons, and all agreements, applications, documents and authorizations executed and delivered by the Authorized Persons prior to the date of these resolutions and in connection with the transactions contemplated by these resolutions are ratified, confirmed and approved in all respects;

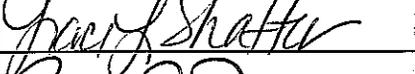
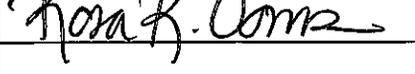
RESOLVED FURTHER: Fifth Third Bank is authorized to rely on the full and unrestricted authority as provided in these resolutions of any one Authorized Person unless otherwise certified to Fifth Third Bank by the Official;

RESOLVED FURTHER, that the Official is authorized to deliver a certified copy of these Resolutions to Fifth Third Bank and certify to Fifth Third Bank the name, title and specimen signature of each Authorized Person.

I further certify that:

- these resolutions do not conflict with or contravene the laws, rules, regulations or ordinances creating, authorizing or empowering the Governmental Entity or governing the organization or management of the Governmental Entity or similar governing documents of, or any agreement, law or regulation applicable to the Governmental Entity; and
- each of the following persons has been designated by the Governing Entity as an Authorized Person with the authority specified in the foregoing resolutions, and the signatures indicated below are genuine signatures of the indicated persons:

AUTHORIZED PERSONS

<u>Name of Authorized Person</u>	<u>Title of Authorized Person</u>	<u>Specimen Signature of Authorized Person</u>
1. Robert C. Luders	Finance Director	
2. Andrea C. Boot	Treasurer	
3. Traci L. Shaffer	Deputy Treasurer	
4. Rosa R. Doms	Accountant	
5.		
6.		

****EXECUTION PAGE FOLLOWS****

IN WITNESS WHEREOF, I have subscribed my name to this Certificate on behalf of the following Governmental Entity:

Exact Name of Governmental Entity: _____

Acting under the laws of _____

Signature: _____

Print Name: _____

Title: _____

Dated: _____

Note: a "Governmental Entity" includes any federal, state, county or municipal governing body or entity, or any of their respective branches, departments, agencies, or divisions.

RESOLUTION NO. 24840

RESOLUTION FOR TREASURY MANAGEMENT SERVICES
WITH FIFTH THIRD BANK

WHEREAS:

1. The City of Wyoming uses Fifth Third Bank for a variety of treasury management services, including, but not limited to deposit accounts and corporate cards.
2. Fifth Third Bank requires a governmental entity to adopt certain binding resolutions and statements concerning how such treasury management services are established, authorized and managed, detailed in the attached "Account Resolutions Certificate for Treasury Management Services (Government Entity)".
3. The City Council has determined it is in the best interests of the City of Wyoming to provide such binding resolutions and statements, and to name the Authorized Persons who will be signatory to such financial transactions, which are the Finance Director, Deputy Finance Director, Treasurer, Deputy Treasurer, and any interim Finance Director or Treasurer named and duly appointed.

NOW, THEREFORE, BE IT RESOLVED:

The City Council of the City of Wyoming does hereby approve and adopt the attached "Account Resolutions Certificate for Treasury Management Services (Government Entity)" for Fifth Third Bank.

Moved by Councilmember:	Bolt	
Seconded by Councilmember:	Voorhees	
Motion Carried	Yes	7
	No	0

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 16, 2014.



Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AMEND THE CONTRACT FOR VIDEO INSPECTION OF EXISTING
UNDERGROUND SEWER LINES WITH TERRA CONTRACTING

WHEREAS:

1. On August 6, 2012, the City Council authorized a contract with Terra Contracting for the video inspection of existing underground sewer lines in fiscal year 2013, 2014, and 2015.
2. It is in the best interest of Wyoming to postpone the work scheduled for fiscal year 2015 until fiscal year 2016.
3. Terra Contracting has agreed to postpone said work and to maintain the original bid price of \$0.61 per lineal feet for fiscal year 2016.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the contract for video inspection of existing underground sewer lines with Terra Contracting to be extended to fiscal year 2016.

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 3, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:
Staff Report

STAFF REPORT

DATE: October 27, 2014

SUBJECT: Video Inspection of Existing Underground Sewer Lines – Extension of Contract to Fiscal Year 2016

FROM: W. Scott Zastrow, Assistant Director of Public Works

Date of Meeting: November 3, 2014

RECOMMENDATION

The Public Works Department recommends that the City Council authorize extension of the contract with Terra Contracting for the video inspection of existing underground sewer lines to fiscal year 2016.

SUSTAINABILITY CRITERIA

Environmental Quality

By cleaning and inspecting the sanitary sewer lines, the Public Works Department can work proactively to repair the lines, avoiding some of the emergency sewer line failures, decreasing the environmental impacts that sanitary sewer line failures can create.

Social Equity

The sanitary sewers need to be reviewed periodically to determine if any repairs need to be made to decrease emergency repairs. These efforts help to provide a safe, reliable and efficient sewer system for all the citizens of Wyoming.

Economic Strength

Each year Wyoming cleans and televises a portion of the sanitary sewer system. Postponing the work scheduled for fiscal year 2015 until fiscal year will reduce the current year operating expenses and help Wyoming meet the required debt service coverage ratio in the sewer fund.

DISCUSSION

On July 24, 2012, the City received seven bids for video inspection of existing underground sewer lines. On August 6, 2012, the City Council authorized a contract with Terra Contracting for the video inspection of existing underground sewer lines for fiscal year 2013, 2014, and 2015. The work consists of cleaning and inspecting approximately 327,000 linear feet of 8” – 24” sewer lines each fiscal year.

In order to reduce the current year operating expenses in the sewer fund, Wyoming requested that Terra Contracting postpone their work scheduled for 2015 until fiscal year 2016. Terra Contracting agreed to postpone the work and extend their bid price of \$0.61 per linear foot.

BUDGET IMPACT

Approximately \$200,000 will be cut from the 2015 sewer fund budget (account number 590-441-54200-930.000) and will be budgeted in fiscal year 2016.

RESOLUTION NO. _____

A RESOLUTION TO CONTRACT WITH WADE TRIM, INC. TO PROVIDE
PROFESSIONAL PLANNING SERVICES IN THE REFORMATTING OF THE ZONING
ORDINANCE

WHEREAS:

1. The Zoning Ordinance was adopted in its current format in 1983. Since then, it has been extensively amended to maintain applicability with community needs and emerging development practices. Due to its age and the extensiveness of the amendments, the Zoning Ordinance has become obsolete in format and difficult for users to navigate to essential information.
2. The Zoning Ordinance is an essential document for the City and provides necessary information regarding development and land use requirements. The ability to comprehend this information in its entirety, and in a convenient manner, is a substantial public service.
3. The City solicited proposals from ten professional planning firms to reformat the Zoning Ordinance. The one respondent was subsequently interviewed and assessed. Wade Trim was determined to have the necessary knowledge, experience and professionalism to accomplish the project in an appropriate and timely manner.
4. It is the unanimous recommendation of the interview committee that Wade Trim will provide the professional planning expertise, within the programmed budget, to deliver the desired service.
5. Project funds of \$26,600 are available from the Planning Department account number 101-400-40000-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the City Manager to enter into the professional planning service contract with Wade Trim, Inc. to reformat the Zoning Ordinance.

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:

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 23, 2014

Subject: City Council authorization to hire Wade Trim, Inc. for professional planning services for the reformat of the Zoning Ordinance

From: Timothy Cochran, City Planner

Cc: Rebecca Rynbrandt, Community Services Director

Meeting Date: November 3, 2014

RECOMMENDATION:

It is recommended that the City Council authorize a contract to hire Wade Trim, Inc. for professional planning services for the reformat of the Zoning Ordinance.

SUSTAINABILITY CRITERIA:

Environmental Quality – The reformatting of the Zoning Ordinance will provide for easier understanding of community land use and development requirements. This will reduce the need for printed copies of the desired provisions of the Ordinance. Also, the need to travel to City Hall to obtain information will be reduced due to the clarity of the Ordinance.

Social Equity – The reformat of the Zoning Ordinance will provide the regulations in a visually clear, efficient and understandable manner. This will benefit all residents, land owners, developers and consultants who seek to understand the City of Wyoming's land use requirements.

Economic Strength – The reformat of the Zoning Ordinance will confirm the City as a modern, well organized and efficient City. This will ensure to developers that their visions will be considered in a professional and timely manner.

DISCUSSION:

The existing Zoning Ordinance was initially adopted in 1983. Since that time it has been amended extensively, including the recent inclusion of a Form Based Code District that is completely distinct in format and presentation. The existing Zoning Ordinance is obsolete in format, difficult to navigate, and not user friendly. Its format results in additional staff demands to clarify City standards. The existing Zoning Ordinance does not represent the City accurately as a modern, well organized, and efficient community. The desired reformatted Zoning Ordinance would restructure the requirements into an easy to use and visually clear document. Additionally, pertinent information would be bundled for each of the 20 zoning districts to eliminate the need to navigate the entire Ordinance for basic district requirements. The reformatted Zoning Ordinance would be a hybrid-code, incorporating both the Zoning Code

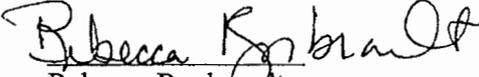
and Form Based Code into a complete Ordinance, easily accessible through Municode and City. Minor amendments may be included, but the document is intended to package our existing requirements in a better organizational and legible format.

Although there was only one proposal, the firm of Wade Trim, Inc. was determined to be highly qualified, well experienced, exhibited a firm understanding of our needs, and was within desired budget parameters. Planning Commissioners Robert Postema, Robert Goodheart, and Jack Bueche participated in the interview process. The interview committee was unanimous in the endorsement of Wade Trim, Inc.

BUDGET IMPACT:

Project funds of \$26,600 are available from the Planning Department account number 101-400-40000-801.000.

Reviewed and recommended by:


Rebecca Rynbrandt



WADE TRIM

September 30, 2014

Heidi A. Isakson, Wyoming City Clerk
Office of the City Clerk
City of Wyoming
1155 - 28th Street SW
Wyoming, MI 49509

Re: Proposal to Provide Professional Consulting Services for the
Rewriting of the City of Wyoming's Zoning Ordinance

Dear Ms. Isakson:

The City of Wyoming is seeking a professional consultant to reformat the existing Zoning Ordinance to modernize and reorganize the Ordinance to be more user friendly with updated graphics to better communicate the regulations. Wade Trim planners provide zoning administration services to a variety of municipalities and understand the value a readable, well-designed zoning ordinance can make in the responsibilities of a zoning administrator and planner.

From our conversations with Tim Cochran, AICP, Wyoming City Planner, and our own review of the City's Ordinance, it is apparent the existing format and arrangement of articles is cumbersome often requiring back and forth page flipping – both paper and electronic – to find the applicable cross-references. Illustrations of zoning terms or requirements, such as sign area and height or parking lot requirements, which can be instrumental in understanding a regulation, are minimal and the few illustrations in the Ordinance could be updated to improve the visual quality.

There is more to creating a usable ordinance than colorful graphics and different font styles. The ordinance must be designed so that district regulations are found in the same section and related requirements are logically arranged and cross-referenced, with illustrations that clearly describe the meaning of the written rule. Wade Trim was established in 1926 and has seasoned professional planners with comprehensive experience in municipal zoning ordinances. This capability will enable us to bring together the most practical and functional formats they have utilized to craft a reformatted zoning ordinance that will meet the expectations of the City of Wyoming. Tim Johnson, PCP, Project Manager, has been providing innovative planning and zoning assistance to Michigan communities for 36 years and is the former Planning Director for the City of Kentwood. Team members Janis Johnson, AICP, and Adam Young, AICP, provide extensive experience in zoning ordinance preparation and administration to assist in the reformatting effort.

We welcome an opportunity to discuss our proposal with you. If you have questions, please contact Terry Bartels, authorized representative and principal contact person, or Tim Johnson, Project Manager, at the number below.

Very truly yours,

Wade Trim, Inc.

Terry A. Bartels, PE
Vice President

Timothy J. Johnson, PCP
Project Manager

Wade Trim, Inc.
2851 Charlevoix Drive SE
Suite 108
Grand Rapids, MI 49546

616.956.3304
800.931.9135
616.956.3475 fax
www.wadetrim.com

BID PROPOSAL FORM

All proposals are to be in sealed envelopes and plainly marked "PROPOSAL FOR CONSULTING SERVICES FOR REWRITING OF THE CITY OF WYOMING'S ZONING ORDINANCE". The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the proposal in any manner deemed to be in the best interest of the City.

Bids to be received by the

City Clerk of the City of Wyoming

Proposal for Consulting Services for Rewriting of the City of Wyoming's Zoning Ordinance

1155 - 28th Street SW

P.O. Box 905, Wyoming

Michigan 49509-0905

Until 11:00 A.M., September 30, 2014

TO THE CITY CLERK OF THE CITY OF WYOMING

State total bid price for **Consulting Services for Rewriting of the City of Wyoming's Zoning Ordinance** as specified herein. The undersigned has the authority, on behalf of the organization shown below to submit this proposal in accordance with the specifications contained herein.

Total Bid Price: \$26,600

Are you, or the business owner related to any elected official or employee of the City of Wyoming? Yes No
Is the bidder a Woman Owned Company? Yes No
Is the bidder a Minority Owned Company? Yes No
Is the bidder a Section 3 Certified Contractor? Yes No

TERMS: Not-to-Exceed Fee that includes all expenses and professional services

COMPANY: Wade Trim, Inc.

ADDRESS: 2851 Charlevoix Drive SE, Suite 108

CITY: Grand Rapids STATE: MI ZIP CODE: 49546

AUTHORIZED BY (Please Print): Terry A. Bartels, PE, Vice President

AUTHORIZED SIGNATURE (Required):  DATE 9/29/14

PHONE: 616.956.3304 CELL: 616.890.2260 WEB SITE: www.wadetrim.com

E-MAIL (Required): tbartels@wadetrim.com

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR START UP CONSTRUCTION ASSISTANCE AND PROGRAMMING SERVICES FOR THE LOW SERVICE VARIABLE FREQUENCY DRIVE REPLACEMENT AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. On October 20, 2014, City Council awarded the bid for the low service variable frequency drive replacement via Resolution number 24947 to Parkway Electric & Communications, LLC in the amount of \$241,600.00.
2. As detailed in the attached Staff Report, Tetra Tech has provided the City with a proposal to provide the startup construction assistance and programming services.
3. It is recommended the City Council accept the proposal received from Tetra Tech in the amount of \$21,000.00.
4. Funds are available in the Water Utility Capital Outlay Account number 591-591-57300-986954.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the proposal from Tetra Tech to provide start up construction assistance and programming services for the low service variable frequency drive replacement in the amount of \$21,000.00.
2. The Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the Agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 3, 2014.

ATTACHMENTS:

Staff Report
Proposal
Agreement

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 28, 2014

Subject: Professional Services for Construction Assistance and Programming Services

From: Robert Veneklasen, Water Treatment Plant Operations Supervisor

Meeting Date: November 3, 2014

Recommendation:

It is recommended that the City Council authorize Tetra Tech to provide startup construction assistance and programming services for the Low Service variable frequency drive (VFD) replacement project recently awarded to Parkway Electric. These services are described in the attached proposal dated October 15, 2014, at a cost of \$21,000.00.

Sustainability Criteria:

Environmental Quality – The use of VFDs allow effective treatment rates to accurately meet water demand while producing the highest quality drinking water for our customers.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art drinking water treatment technologies.

Economic Strength – The use of VFDs for the water treatment process provides efficient use of utility power for the best value and ensuring the lowest cost for our residents and customers.

Discussion:

Tetra Tech was retained in October of 2013 to provide engineering design of a replacement VFD for one of the low service pumps at the Water Treatment Plant. The decision to retain Tetra Tech for this service was the result of a cost effective analysis comparing escalating equipment repair costs to replacement with solid-state equipment. It was determined use of the budgeted repair funds was better utilized in designing a replacement VFD.

The resulting design was used to solicit competitive price bids for the replacement VFD. Bids were received and the apparent low bidder, Parkway Electric, was approved for installation of the new VFD.

The included agreement is for professional services to oversee the electrical contractor's installation of the VFD motor control and adherence to construction contract document requirements, ensuring the correct equipment is supplied and properly installed.

The agreement also includes programming services mating the new VFD controls with the Plant SCADA system. This activity is important because it will allow seamless operation of the new equipment and provide historical operating information. This information is used in reviewing operational trends for both operations and maintenance troubleshooting.

Tetra Tech has performed the configuration of the computerized control system at the Water Treatment Plant. They will provide the most cost effective approach to integrating the new VFD controls into the existing control system in a manner that is consistent with the current logic protocols.

Budget Impact:

The total cost of these services is \$21,000.00 and is budgeted in account 591-591-573.00-986.954.

attachment

cc: Bill Dooley, Director of Public Works
Myron Erickson, Deputy Director
Laura Jackson, Purchasing Department



TETRA TECH

October 15, 2014

Transmitted Electronically

Mr. Bob Veneklasen
Wyoming Water Treatment Plant
16700 New Holland
Holland, MI 49424

**Re: Wyoming Water Treatment Plant
Proposal for Professional Services
Low Service VFD Replacement
Construction Assistance and Programming**

Dear Mr. Veneklasen:

Pursuant to your request, we are pleased to provide the City of Wyoming a proposal for, startup construction assistance and programming services. This will allow Tetra Tech to provide construction assistance and programming services related to the already bid project to replace one medium voltage variable frequency drive (VFD) on Low Service Pump (LSP) No. 6.

STATEMENT OF UNDERSTANDING

It is our understanding that the City of Wyoming has already bid the replacement of the VFD on LSP No. 6 and is seeking assistance with construction and programming services.

The project will result in enhanced control that is more reliable, easier to troubleshoot and maintain as well as relieve operator uncertainty that exists with the current system.

SCOPE OF SERVICES

The detailed scope of engineering services is as follows:

Design (Completed)

Bidding (Completed)



Programming

- Tetra Tech will modify the existing PLC programs to utilize new Allen-Bradley Input/output (I/O) to control LSP No. 6 VFD.
- Tetra Tech will install the new EN2T (Ethernet) communication card to connect the new VFD to the existing ControlLogix SCADA system.
- Tetra Tech will program the existing PLC system to read a total of 20 analog parameters to be historized in the existing Wonderware data historian (via Ethernet drive connection).

Construction Assistance

- Tetra Tech will conduct one onsite pre-construction meeting.
- Tetra Tech will provide contractor shop drawing reviews.
- Tetra Tech will provide 1-day of on-site construction verification to verify the contractor has installed and configured the components correctly.
- Tetra Tech will provide onsite start-up services to assist the City during installation and startup of the system. We have budgeted a total of 16-hours for an electrical engineer and 24-hours for a programmer to fully commission the software and verify the hardware for one VFD.
- Tetra Tech will provide one (1) hour of informal training on the operation of the new VFD during our startup trip. This is in addition to the manufacture provided onsite training.

SCHEDULE

We are available to start work within 7 days of the award of the contract.

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on a lump sum of:

Programming	-	\$11,200
Construction Assistance	-	\$9,800
Total	-	\$21,000

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The



TETRA TECH

agreement for this project is comprised of this proposal and the attached Standard Terms and Conditions.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

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

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ DATE _____



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

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

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

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

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

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

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

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

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

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

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

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

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

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

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

Worker's Compensation - as required by applicable state statute

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

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

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

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

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

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

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

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

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

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

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

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

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

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

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

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

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

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

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

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

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

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

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

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

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

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

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

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

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

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

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

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

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

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER #2 FOR THE
CLEAN WATER PLANT LABORATORY RENOVATION PROJECT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE THE CHANGE ORDER

WHEREAS:

1. On August 18, 2014, City Council awarded the bid for the Clean Water Plant Laboratory Renovation Project via Resolution number 24889 to Owen-Ames-Kimball in the amount of \$1,185,675.00.
2. On October 20, 2014, City Council approved Resolution number 24945 authorizing changes to the project in the total amount of \$17,143.00.
3. As detailed in the attached Staff Report, changes to the HVAC, electrical, mechanical and plumbing components are required in the total amount of \$22,478.00.
4. Funds are available in the Sewer Fund Account number 590-590-54400-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve Change Order #2 for the Clean Water Plant Laboratory Renovation Project in the total amount of \$22,478.00.
2. The Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the Change Order.

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 3, 2014.

ATTACHMENTS:
Staff Report
Change Order #2

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 27, 2014
Subject: CWP Lab Renovation Project Change Order #2
From: Myron Erickson, PE, Deputy Director of Public Works
Meeting Date: November 3, 2014

Recommendation:

I recommend that City Council approve the attached change order to the existing contract for the renovation of the Clean Water Plant laboratory. The amount of the Change Order is \$22,478.00 and it requires the Mayor's and City Clerk's signatures since it modifies an original contract signed by them.

Sustainability Criteria:

Environmental Quality – There is no impact on Environmental Quality with the approval of this change order request.

Social Equity – There is no impact on Social Equity with the approval of this change order request.

Economic Strength – Most of the needed changes were anticipated in the project and funds were included in the project budget.

Discussion:

This is the second change order to the construction contract and covers details related to the HVAC, electrical, mechanical, and plumbing components of the project as detailed below:

- HVAC: amount requested (\$17,443) covers changes to the plant's return air system. This was bid originally as an alternate because we did not know if the existing plenum ceiling would have room for return ducts. After demolition it was apparent that return ducting would fit in the ceiling, and the cost of bringing the other utilities up to code for use in a plenum ceiling would be more than installing return air ducts. Hence, this cost was included in the project budget.
- Electrical: amount requested (\$1,836) covers supplying wire and conduit that feeds the laboratory's Inductively Coupled Plasma Spectrophotometer. This omission was an oversight.
- Mechanical: amount requested (\$1,516) covers running compressed air and nitrogen lines to the hood that will house the Fats Oil & Grease extraction unit. This was an oversight on our part.
- Plumbing: amount requested (\$1,683) covers upgrading a faucet in the explosion proof hood to include a vacuum breaker. This is required to protect the City's water supply.

Budget Impact:

The added cost for the items covered by this change order is \$22,478. Sufficient funds exist in the project's budget, 590-590-54400-986.444.



PCCOR #002

Owen-Ames-Kimball Co.
 300 Ionia NW
 Grand Rapids, Michigan 49503
 Phone: 616-456-1521
 Fax: 616-458-0770

Project: 13288 - Wyoming Clean Water Plant Lab Renovations
 2350 Vanrest
 Wyoming, Michigan 49418

Prime Contract Change Order Request #002: Bulletin02: CCD's #3, 8, & 9

TO:	City of Wyoming Wyoming City Hall - 1155 28th St SW Wyoming Michigan, 49509-0905	FROM:	Owen-Ames-Kimball Co. 300 Ionia NW Grand Rapids Michigan, 49503
CHANGE ORDER REQUEST NUMBER / REVISION:	002 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - In Review	CREATED BY:	Jim Hathaway (Owen-Ames-Kimball Co.)
SCHEDULE IMPACT:		DATE CREATED:	10/27/2014
		TOTAL AMOUNT:	\$22,478.00

CHANGE ORDER REQUEST TITLE: Bulletin02: CCD's #3, 8, & 9

CHANGE ORDER REQUEST DESCRIPTION:

Bulletin #02
 CCD's 3, 8 & 9

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
004	City of Wyoming	Bulletin #02		\$17,443.00
005	City of Wyoming	CCD's #3, 8, & 9		\$5,035.00
Total:				\$22,478.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO: 005

#	Cost Code	Description	Type	Amount
1		CCD #3 - Nitrogen & Compressed Air Lines	Other	\$1,516.00
2		CCD #08 - Added 240V Breakers & Lines in LP-14	Other	\$1,838.00
3		CCD #09 - S-3 Faucet & Vacuum Bkr Revisions	Other	\$1,683.00
Subtotal:				\$5,035.00
Grand Total:				\$5,035.00



PCO #004

Owen-Ames-Kimball Co.
300 Ionia NW
Grand Rapids, Michigan 49503
Phone: 616-456-1521
Fax: 616-458-0770

Project: 13288 - Wyoming Clean Water Plant Lab Renovations
2350 Ivanrest
Wyoming, Michigan 49418

Prime Contract Potential Change Order #004: Bulletin #02

TO:	City of Wyoming Wyoming City Hall - 1155 28th St SW Wyoming Michigan, 49509-0905	FROM:	Owen-Ames-Kimball Co. 300 Ionia NW Grand Rapids Michigan, 49503
PCO NUMBER/REVISION:	004 / 0	CONTRACT:	1 - Wyoming Clean Water Plant Lab Renovations
REQUEST RECEIVED FROM:		CREATED BY:	Jim Hathaway (Owen-Ames-Kimball Co.)
STATUS:	Pending - In Review	CREATED DATE:	10/27 /2014
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:	(None)	ACCOUNTING METHOD:	Amount Based (G702/G703)
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$17,443.00

POTENTIAL CHANGE ORDER TITLE: Bulletin #02

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Bulletin #02 issued 10/7/14

See attached bulletin quote dated 10/16/14 for item breakdowns.

\$17,433 Total All Items

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1		Item B2-1 - Architectural Items	Other	\$564.00
2		Item B2-4 - Return Air Ductwork Revisions	Other	\$18,210.00
3		Item B2-4 Vd Alternate - Credit for Revising Exhaust Duct to SS Spiral	Other	(\$1,331.00)
Subtotal:				\$17,443.00
Grand Total:				\$17,443.00

WYOMING CWP - LABORATORY RENOVATIONS
BULLETIN 02 - QUOTE
 October 16, 2014



BUL-02 **Item B2-1** **TOTAL:** **\$564**

DESCRIPTION: Architectural Items

<u>Item/Subcontractor</u>	<u>QUOTE</u>
Lintels for Duc: Openings / Gen Trades	\$185
Fire Caulk Penetrations / Gemmens	
	<u>\$325</u>
	Subtotal \$510
	10% MU \$51
	Bond Cost \$3
	<u>Total \$564</u>

BUL-02 **Item B2-3** **TOTAL:** **\$0**

DESCRIPTION: Plumbing - Revise S-1 Fixture to S-6

<u>SUBCONTRACTOR</u>	<u>QUOTE</u>
Advantage Mechanical	No Change
Fanell Contracting	No Change
	Subtotal: \$0

BUL-02 **Item B2-4 ** Revised 10/17/14**** **TOTAL:** **\$18,210**

DESCRIPTION: Return Air Duct Additions / Revisions

<u>SUBCONTRACTOR</u>	<u>QUOTE</u>
Credit Cable Wrap Allowance / Pylman	(\$3,500)
Credit elect / plumbing contingency for unknown ceiling conditions	(\$2,150)
Return Air Ductwork M2.1 & M2.2 / Alt Mech	<u>\$22,073</u>
	Subtotal \$16,423
	10% MU \$1,642
	Bond Cost \$145
	<u>Subtotal: \$18,210</u>

Item B2-4 Revisions 10/17/14:

- FHC Mech broke out costs for ductwork fabricated/furnished \$6,568 & Installation \$10,693. See AltMech quote.
- Added ducted return runs to AHU-8 FHC quote \$3271 (not included in previous quote)
- Credited fire wrap of piping that was in base bid - not required now
- Added insulation to ductwork (not included in previous quote, required per 10.15.14 email w/ Rhoades Eng)
- Credited \$2150 electrical/plumbing contingency for "unknown" ceiling conditions, now addressed within bulletin 2

BUL-02 **Item B2-4 Spiral Duct Vol Alt** **TOTAL:** **(\$1,331)**

DESCRIPTION: Vol Alternate to provide SS Spiral in lieu of SS Welded Exhaust Duct

<u>SUBCONTRACTOR</u>	<u>QUOTE</u>
Revise to SS Spiral Duct / Alt Mech	
	-\$1,200
	10% MU -\$120
	Bond Costs -\$11
	<u>Total -\$1,331</u>



Extra Work Cost Summary

Revised 10/16

Date: 10/10/2014

EW #: 6

ADD: \$22,073

Project Name: Wyoming Clean Water Lab

To: Owen Ames and Kimball

Task Description:

Bulletin #2 as specified. Please see project notes and VE item at the bottom of this page.

ITEM B2-4

MATERIAL :

Additional Material:	\$	-	
Material Credit:	\$	-	
Restocking Fees:	\$	-	
Permits:	\$	-	
			Material Subtotal \$ -
			6% Sales Tax \$ -
			15% O&H \$ -
			Total Material Cost \$ -

LABOR :

Foreman Labor	0.00	Man Hrs. @ \$67.50	\$	-	
Field Labor	0.00	Man Hrs. @ \$59.00	\$	-	
Labor Deduct	0.00	Man Hrs. @ \$59.00	\$	-	
			Labor Sub-total : \$ -		
			15% OH & P : \$ -		
			Total Labor Cost \$ -		

Subcontractors

Sheet Metal Material — <u>FHC DUCTWORK</u>	\$	6,568.00	
Sheet Metal Labor — <u>FHC INSTALLATION</u>	\$	10,693.00	
Insulation	\$	3,516.00	
Fire Wrap deduct	\$	(148.00)	
			Subcontractor Subtotal \$ 20,629.00
			7.00% Sub Fee: \$ 1,444.03
			Subcontractor Total : \$ 22,073.03

Misc. Items

Equipment Rental	\$	-	
			Misc Subtotal: \$ -
			15% Fee: \$ -
			Misc. Items Total: \$ -
			Extra Work Sub-total : \$ 22,073.03
			0% Warranty: \$ -
			Bond Cost : \$ -
			EW TOTAL : \$ 22,073

ITEM B2-4 → EW TOTAL : \$ 22,073

Project Detail Description: ITEM B2-3
 Note: The faucet supplied by this contractor does not change for the fixture specification change from S-1 to S-6. All other material is supplied by others for this line item.

Duct Work VE Items; Amounts to be deducted from the \$ 22073.03 base bid Bulletin #2 as specified.
SS Spiral in lieu of welded SS (1,200.00) Deduct. PVO Coated spiral in lieu of welded SS () Deduct.

ITEM B2-4 VOL ADJUST DEDUCT

LANDMAN INSULATION, INC.

818 BOSTON SE
GRAND RAPIDS, MI 49507
616-243-1419 FAX 616-243-1676
TRAVERSE CITY 231-929-2463

PROPOSAL

DATE	ESTIMATE NO.
10/7/2014	6174C

NAME / ADDRESS
ALTERNATIVE MECHANICAL,LLC. 401 HALL ST. S.W. GRAND RAPIDS, MI. 49503

PROJECT	
WATER PLANT	
DESCRIPTION	TOTAL
PROJECT: WYOMING CLEAN WATER PLANT RENOVATIONS. LANDMAN INSULATION COMPANY PROPOSES TO SUPPLY LABOR AND MATERIALS TO INSULATE THE ABOVE REFERENCED PROJECT PER PLANS AND MECHANICAL SPEC. BULLETIN # 2 HVAC ADD \$3,191.00 BREAK DOWN FOR B 2-3 LABOR \$ 1980 1980 ⁰⁰ MATERIALS \$ 1636 1.636 ⁰⁰ <i>Deduct \$148⁰⁰ For PVC Sanitary Fire Wrap</i>	3616
SUBMITTED BY DANIEL FRON	Total 3616 3.616 ⁰⁰
SIGNATURE _____	



P.O NO: **14-13218- Sub 2**

Insulation

SUB-CONTRACTOR

PURCHASE ORDER

TO:

SHIP TO:

Landman 818 Boston SE Grand Rapids, MI 49503	Wyoming Clean Water Plant Lab Renovations 2350 Ivanrest Wyoming MI 49418
---	---

P.O DATE	JOB NAME			TERMS	
9/2/2014	Wyoming Clean Water Plant Renovations			SEE CONDITIONS	
BUYER	FREIGHT	REQ.DATE	CONFIRMING TO	JOB NUMBER	
KF	Included	Will Notify	Dan Fron	14-13218	
ITEM NO.	QTY REQ.	DESCRIPTION		UNIT COST	EXTENDED PRICE
		Provide all labor, tools, equipment, material, supervision, insurances and all applicable sales tax to complete the following per plans and specifications 10% retainage applies if applicable			
1		Insulation Per Your REISED Quote		\$0.00	\$0.00
2		Tiled		\$0.00	\$0.00
3		Wyoming Lab Renovations		\$0.00	\$0.00
4		# 6038C		\$0.00	\$0.00
5		Dated 7/14/14		\$0.00	\$0.00
6	1	Base Bid Plumbing and HVAC		\$15,861.00	\$15,861.00
7	1	Alternate #2		\$355.00	\$355.00
8	1	Alternate #3		\$1,488.00	\$1,488.00
9				\$0.00	\$0.00
10				\$0.00	\$0.00
11				\$0.00	\$0.00
12				\$0.00	\$0.00
13				\$0.00	\$0.00
14				\$0.00	\$0.00
<i>The attached terms and conditions are incorporated herein and become part of this P.O. Please sign both and return to AltMech along with your certificate of insurance before commencement of work. No payment can be made until all of these items have been received. Please begin the electronic submittal process per specifications if applicable to your work scope.</i>					
				Grand Total	\$17,704.00



Kevin R. Fahl
 Authorized By

Landmann Insulation

Mike Seach
 Accepted By

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO ACCEPT AN AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES
IN PREPARATION OF A MASTER PLAN FOR IDEAL PARK

WHEREAS:

1. As detailed in the attached Staff Report from the Director of Community Services proposals were accepted for landscape architectural services in preparation of a master plan for Ideal Park.
2. It is recommended the City Council accept the proposal received the P.M. Blough, Inc. in the amount of \$11,850.00 for the services as detailed on the attached proposal.
3. The Professional Services will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to accept an agreement for Landscape Architectural Services from P.M. Blough, Inc. in the amount of \$11,850.00.
2. The City Council does hereby approve the attached budget amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 3, 2014.

ATTACHMENTS:
 Budget Amendment
 Staff Report
 Tabulation Sheet
 Proposal
 Agreement

 Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

Date: October 20, 2014

Subject: Ideal Park Master Plan Professional Services

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: Monday, November 3, 2014

Recommendation: Staff recommends the City Council award the contract for landscape architectural services for completion of a master plan for Ideal Park to P.M. Blough, Inc. in the amount of \$11,850.

Sustainability Criteria:

Environmental Quality – On July 6, 2014 a tornado destroyed the character of Ideal Park by damaging the shelter and lodge, and destroying the playgrounds and much of the tree canopy of the developed area of the park. Poor turf conditions, and the need to renovate the basketball and tennis courts in addition to significant maintenance required of the parking lot, present an opportunity for full park redevelopment. Such redevelopment requires a park master plan.

Economic Strength – The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. A park master plan is necessary to determine citizen interests and priorities for redevelopment obtain grants and invest the parks and recreation operational millage.

Social Equity – The City's Parks and Recreation Department is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for the citizens of the City of Wyoming

Discussion:

The City of Wyoming Parks and Recreation Department's invitation to consultants to submit proposals for development of the Ideal Park master plan met with great success. Of the firms solicited, ten (10) choose to submit proposals for our consideration. Proposal fees ranged from a low of \$7,225 to a high of \$47,000, with an average of \$20,425. Of the ten (10), four (4) were selected for interviews, these being:

Firm	Bid
O'Boyle, Cowell, Blalock, & Associates	\$7,225
Wightman and Associates	\$10,975
P.M. Blough, Inc.	\$11,850
M.C. Smith Associates and Architectural Group, Inc.	\$12,715

Serving on the review panel were Aaron Velthouse, Parks and Recreation Commissioner, Barb VanDuren, Deputy City Manager, Tim Cochran, City Planner, Eric Tomkins, Recreation Supervisor, and myself. We were pleased with the caliber of applicants.

O'Boyle, Cowell, Blalock, & Associates withdrew their proposal at the last minute due to their work load; having been awarded two contracts after our bid opening, they no longer had the staff capacity to perform the work.

Taking into consideration cost; the applicants understanding of the total scope of the project, with particular emphasis on the complexities presented at the site for flooding, storm water control and reforestation; discussion of community engagement process, and references, we have selected the firm P.M. Blough, Inc. for recommendation to City Council for award of bid.

The Ideal Park master plan will be used as the primary strategic planning tool for the redevelopment of Ideal Park; and is necessary for the City of Wyoming to seek and obtain grants from the Michigan Department of Natural Resources.

Budget Impact:

A budget amendment is attached for your review and approval. The FY 2015 Park Facilities budget has \$9,000 reserved for professional services related to park master plans. An additional \$3,000 is necessary from the dedicated Parks and Recreation Operational Millage Fund Balance to award this contact and complete this work. Expenses shall be applied to account number 208-752-75600-801.006.

CITY OF WYOMING, MICHIGAN

TABULATION OF BIDS IDEAL PARK MASTER PLAN

Opened By City Clerk On September 23, 2014 at 11:00 a.m. o'clock

O'Boyle, Cowell, Blalock & Associates, Inc.	\$7,225.00
Wightman and Associates, Inc.	\$10,975.00
PM Blough, Inc. (PMB)	\$11,850.00
M.C. Smith Associates & Architectural Group, Inc.	\$12,715.00
Progressive AE	\$12,900.00
Landscape Architects & Planners, Inc.	\$17,580.00
Tower Pinkster	\$27,100.00
The Collaborative	\$27,960.00
Wade Trim, Inc.	\$28,950.00
Hamilton Anderson Associates	\$47,000.00



Proposal for Ideal Park Master Plan

City of Wyoming

September 23, 2014



PMB
PM Blough, Inc.

Table of Contents

Page	Item
3	Cover Letter
5	Statement of Understanding
6	Scope of Services
8	Schedule
9	Bid Proposal Form
10	PMB Firm Profile
11	PMB References
14	PMB Governmental Project Experience
24	Design Team Qualifications
24	Organization Chart
26	PMB Resumes
30	Contact Person
31	Equal Employment Opportunity Statement
32	Sub-Contract Provision Form
33	Contractor Insurance Requirements
34	Indemnification Agreement
35	Addendum No. 1

September 23, 2014

Ms. Heidi A. Isakson, City Clerk
Ms. Rebecca Rynbrandt, Director of Community Services
City Clerk's Office
Wyoming City Hall
1155 - 28th Street SW
PO Box 905
Wyoming, MI 49509-0905



RE: Proposal for Ideal Park Master Plan

Dear Ms. Isakson and Ms. Rynbrandt:

We are excited to be able to seek the opportunity to be a part of this very special master planning opportunity. Although the damage of the tornado has been a shock and burden, out of this tragedy has risen this opportunity to fully engage in the development of a new revitalized master plan for the rebirth of Ideal Park.

This park has been a part of my life on and off for fifty years. I remember it as a child playing in Buck Creek, running back and forth over the arched bridge, attending scout banquets, enjoying the tennis courts, and extended family picnics over the years. Over the last few years, as part of the Five Year Recreation Plan updates, we have toured this park and lamented over its need for a refreshing update. Now, the opportunity is here to finally embark on this new vision for the park which will provide the foundation for the next several decades. Oh, how I would enjoy the opportunity to be a part of this future vision and the ability to positively impact the adjacent neighborhood and larger Wyoming community.

Our firm, while smaller than some, has the ability to provide the focused design and passion that Ideal Park deserves. In particular we bring the following critical credentials to this Master Plan:

- Clear commitment to the community and park with over fifteen years of consulting experience with the City
- Known highly qualified team of landscape architects each with over twenty five years of design experience coupled with an emerging creative architectural designer.
- Clear understanding of the site opportunities and constraints.
- A firm with over 17 years of experience in completing similar projects, while demonstrating a sensitivity to the site's natural systems.
- Demonstrated experience in the ability to communicate proposed designs through public presentations, and addressing community questions and concerns, as well as those of elected officials.
- Experience with sustainable development techniques that are also sensitive to project budgets.



PM Blough, Inc. was established as a Michigan Corporation in May of 1997 and is located at 419 Sand Piper Dr., PO Box 102, Grand Haven, MI 49417. The principal contact for this proposal is Pamela Blough, PLA, FASLA, President who can be reached by telephone at 616.402.2398 or by email at pamb@pmbblough.com.

Again, thank you for your consideration. We truly look forward to the opportunity to lead the master planning design process for Ideal Park and the Wyoming community.

Sincerely,

PM Blough, Inc.

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

Pamela Blough, PLA, FASLA
President & Principal Landscape Architect

Statement of Understanding

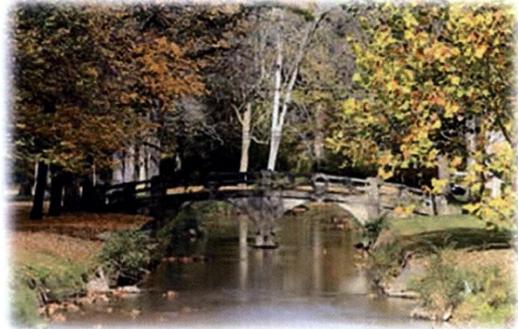
The 91 acre Ideal Park has historically been known for its shady oak canopy and lazy flowing Buck Creek. Historically the site of many picnics, family reunions, playground playtimes, softball games, tennis matches, and just strolling and enjoying the beautiful parklands, the park experienced an extreme tragedy with the July 6, 2014 tornado. The storm damaged over 98% of the tree cover radically changing the sense of place, culture, and historical context of the park. Damage was also sustained to the park facilities. The remaining existing features of Buck Creek, the shelters, buildings and bridges are the only elements providing structure to the now open parkland.

The development of new site master plan will breathe new life into this historical park allowing for the revitalization of the much beloved landscape as well as incorporation of elements that reflect new ideas and trends in recreation. The design will blend the existing historical elements with the new master plan layout and proposed facilities. The park becomes virtually a "clean slate" at this point in time.

The park provides an anchor and much needed green space within the adjacent neighborhood while also serving as a larger regional park. The park also provides much needed land space for the flooding of Buck Creek, often protecting local neighboring areas from extensive flooding. Sustainable applications to the bank are needed to reduce erosion.

Access to the park will encompass pedestrian, bicycle, and vehicle modes, integrating these and providing appropriate spaces for each. Parking of vehicles and bicycles will be an important element. Connection to adjacent transportation systems will be important.

The changed landscape will allow for facilities to be constructed in areas that were



otherwise forested, allowing for a new overall vision and layout of the park, if desired. Modern facilities can be designed, and then the planned reforestation can be designed around these new facilities. It will be important to create a sense of place within the park, particularly until the trees reach a more mature height in 3, 5, 10, 25, 50 and 100 years into the future.

Scope of Services

0. Prepare a professional services contract acceptable to the City of Wyoming. Provide current insurance certificates.
1. Utilizing current GIS information create a scaled base drawing of the park and interfaces with the adjacent neighborhood.
2. Meet with City staff to conduct a site tour of the park, review the proposed scope of services, review critical schedule dates, and discuss the proposed master plan thoughts and ideas.
3. Collect other relative information to the master planning process including, but not limited to, Buck Creek flood plain, existing tree species, architectural and historical features, pedestrian, bicycle, and vehicle circulation patterns and connections to the park, existing park uses, proposed future park uses, visitor needs, neighborhood land uses and plans, and other relative information.
4. Develop a site analysis of the existing and adjacent park features that will impact the design of the new site master plan.



5. Based on the site analysis create three conceptual use diagrams which depict the various proposed uses, locations, relative site within the park, circulation routes and connections, and other relative information.
6. Facilitate a public meeting to review the site analysis information collected. Present and review with the public the conceptual use diagrams. Discuss proposed facilities and uses, proposed locations and sizes of facilities, relationships to the neighborhood and other information relative to the discussion. Document community ideas and comments. Provide meeting materials. Prepare a written summary of the meeting and comments received.
7. Provide a survey monkey based survey of the conceptual use diagrams that further allow residents unable to attend the public meeting the opportunity to comment. Provide a link to the City for distribution and public notice. Provide survey results to City staff.
8. Based on the comments received develop a preliminary site master plan and options. Meet to review and discuss the plan and options with City staff. Incorporate the revisions.
9. Develop a detailed construction cost estimate for the proposed park improvements.
10. Facilitate a public meeting to present and review the preliminary site master plan and options. Lead a community discussion regarding the proposed plan. Document comments and thoughts received. Prepare a written summary of the meeting and the comments received.
11. Provide a survey monkey based survey of the preliminary site master plan that further allow residents unable to attend the public meeting the opportunity to comment. Provide a link to the City for distribution and public notice. Provide survey results to City staff. (This survey can also include questions that can also be used to support the future MDNR grant application).
12. Review the meeting summary and survey results with the City staff. Revise the plan as directed. Update the construction cost estimate to include the revisions.
13. Provide a colored rendered and mounted final Master Plan suitable for viewing with an audience of 50 people.
14. Provide electronic versions of the plan in dwg, jpeg, and pdf formats.
15. Attend one meeting with the Parks and Recreation Commission for presentation and review of the plan. City staff to determine the appropriate time for this meeting.
16. Attend one meeting with the Planning Commission for presentation and review of the Master Plan. City staff to determine the most appropriate time for this meeting.
17. Attend up to two meetings with the Wyoming City Council for presentation and review of the Master Plan.

**Ideal Park Master Plan
City of Wyoming**

Tasks and Schedule	Oct	Nov	Dec	Jan	Feb
Professional Services Contract					
0. Professional Services Contract Process					
Site Analysis					
1. Development of Base Drawing Files & Information					
2. Meet with the City, tour the park, set sechedule dates					
3. Collect pertinent plans, site, and community information					
4. Prepare site analysis information & drawing					
Conceptual Design					
5. Create conceptual site designs					
6. Public input meeting to present analysis & conceptual design					
7. Public survey for conceptual design input					
Preliminary Design					
8. Preliminary Site Master Plan & Options					
9. Preliminary Construction Cost Estimates					
10. Public input meeting to discuss Preliminary Design					
11. Public survey for preliminary design input					
12. Plan revisions and construction cost update					
Approval Process & Final Products					
13. Color rendered and mounted site master plan					
14. Provide electronic versions of the plan					
15. Parks and Recreation Commission meeting					
16. Planning Commission meeting					
17. City Council Work Session and Council Meeting					
18. Provide final materials by February 26, 2015					

BID PROPOSAL FORM

State lump sum proposal price for Ideal Park Master Plan for the City of Wyoming as per the specifications contained herein:

Ideal Park 5843 Crippen Avenue \$ 11,850

TERMS: To be invoiced monthly based on work completed. Per the terms of the RFP

COMPANY: PM Blough, Inc. (PMB)

ADDRESS: PO Box 102

CITY: Grand Haven STATE: Michigan ZIP CODE: 49417

AUTHORIZED BY (Please Print): Pamela Blough, President

SIGNATURE (Required): *Pamela Blough* DATE September 22, 2014

PHONE: 616.402.2398 CELL PHONE: 616.402.2398

WEB SITE: www.pmblough.com E-MAIL: pamb@pmblough.com

All proposals are to be in sealed envelopes and plainly marked "PROPOSAL FOR IDEAL PARK MASTER PLAN." The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the proposal in any manner deemed to be in the best interest of the City.

PROPOSAL DUE: 11:00 A.M., Tuesday, September 23, 2014
Wyoming City Clerk's Office
1155 - 28th Street SW
P.O. Box 905
Wyoming, Michigan 49509-0905





PMB
 PM Blough, Inc.
 Landscape Architects
 Arborists
 Botanists

FIRM PROFILE

The PMB Story

Mission: For PMB, Inc., the goal is to create places that people will enjoy and experience - places which infuse people with positive energy.

FIRM SERVICES

Feasibility Studies
 Parks
 Public Landscapes
 Downtown Revitalization
 Urban Design
 Corporate Headquarters
 Retail Commercial
 Site Master Plans
 Campus Planning
 Landscape Architecture
 Project Representation
 Arborist and
 Botanical Services

PM Blough, Inc.

PO Box 102.
 Grand Haven, MI 49417
 616.847.2010
 pamb@pmbblough.com
 davidl@pmbblough.com

P.M. Blough, Inc., an established woman owned and operated landscape architecture firm blends the unique and varied expertise of two leaders of the profession, who found that they shared design philosophies about creating places for people. Each felt that great design would be realized more strongly through a new synergistic process.

This exceptional design process provides our clients with thoughtful, beautiful, and sustainable site solutions. Firm principals Pamela Blough, FASLA, PLA and David Lycke, FASLA, PLA have over 50 years of combined experience in providing clients with exceptional skill, knowledge and service. Their recent collaboration has resulted in renewed energy and creative inspiration

Pam and David have brought together a cadre of creative, technically proficient and talented professionals to help them provide creative solutions that bring value to each project they touch. In addition

to their own growing staff, PMB leaders have created a network of design professionals located throughout the country too to provide expertise and local knowledge for any project.

Recently, a second office was established in Charleston, South Carolina. Operating as PLaCE Studios, this additional location allows the firm to reach out and serve a broader region while providing the same creative, functional design and detailing skills PMB has provided for 15 years.

In creating compelling designs that respect history, culture, community and the environment, PMB, Inc. is dedicated to timely and cost effective services that meet each client's unique and specific project needs.

References

Ft. Gratiot County Park

Goodells County Park

Columbus County Park

St. Clair County Parks & Recreation Commission

Over an extended period of time completed park master plans for the redevelopment of Goodells County Park and initial master plans for Ft. Gratiot County Park and Columbus County Park. PMB has completed numerous projects for the County from initial concepts, design development, construction documents, through construction administration. Facilities have included entrance drives and parking lots, picnic facilities, park buildings, repair and maintenance projects, beach facilities, play areas, splash pad, trails, a Tunnel Explosion Accident Memorial, unique play environments, and other supporting facilities. These projects have incorporated water bodies and ecological solutions including the Belle River, Pine River, Neaton Drain, Black River, and Lake Huron.

Project Design and Construction: 2006-2014

Contact Info:

Mark Brochu, Director
St. Clair County Parks
200 Grand River Ave., Suite 107
Port Huron, MI 48060
Phone: 810-989-6960
Email: mbrochu@stclaircounty.org

Lakeside Park Redevelopment Master Plan

City of Port Huron

Lakeside Park, created in the 1920's on Lake Huron, is an extensively used and beloved City park. However, numerous improvements over the last 90 years, and the aging of facilities has left the park tired, worn out, and not meeting current ADA standards. A new master plan, developed with public input meetings, was created for the revitalization incorporating modern facilities such as a wedding venue, splash pad, new parking layouts, encircling connecting pathways, security features, and other facilities that enhance the park. The final design highlights the heritage of the park, while providing a design that invigorates the park for the next generation of residents.

Master Plan Design Process: 2013

Contact Info:

Ms. Nancy Winzer
Director of Parks and Recreation
City of Port Huron
2829 Armour Street
Port Huron, Mi 48060
Phone: 810.984.9760
Email: winzern@porthuron.org

**Marsh View Park Entrance & Parking Concepts
Lost Lake Nature Park Redevelopment
Oakland Charter Township Parks & Recreation Commission**

The redevelopment of a residential property into a Oakland Township owned Nature Park. The designed facilities included a new entrance drive and parking lot with a bio-swale, nature education patios, ADA accessible canoe and kayak launch, sledding hill connecting walkways, picnic area, and conversion of the lower level of the house into a Nature Center. Completed 2011-2014

Contact Info:

Ms. Mindy Milos Dale, Director
Oakland Township Parks
4393 Collins Rd
Rochester, MI 48306
Phone: 248-651-4440
Email: mmdale@oaklandtownship.org

**Emerson Park Revitalization Master Plan
City of Midland**

Development of a new park master plan for the northern portion of Emerson Park located on the Tittabawassee River in Midland, MI. The riverfront park master plan includes the creation of connections with the Pere Marquette Rail Trail system, creation of a trail head, and new modern facilities for river viewing, fishing, and canoe and kayak access along the local water trail. The park will also include the repurposing of an old water pump station into an elevated river viewing deck and event space. The riverbank will be stabilized and replanted with native plant materials.

Completed in 2013.

**Throne Park Revitalization Master Plan and Construction
City of Midland**

Development of a new master plan for the redevelopment of Throne Park, a neighborhood park focused for children five years of age and younger. The existing park was worn out and in need of new modern play facilities and the park upgraded for ADA accessibility. The new master plan was funded for development by local foundations and has been constructed. It revitalized the neighborhood and includes a small splash area, creative play elements, and reflects both the past and the future for the park.

Completed: 2010-2013

Contact for Emerson and Throne Parks:

Ms. Karen Murphy
Public Services Director
City of Midland Municipal Service Center
4811 N. Saginaw Rd.
Midland, MI 48640
Phone: 989-837-6900
Email: Kmurphy@midland-mi.org

Midland Universal Accessible Canoe & Kayak Launches and Trailhead

Design and project administration for the construction of three Universal ADA accessible canoe and kayak launches within the Midland Community. Projects were located at the Chippewa Cabin property of the Chippewa Nature Center which included a launch, entrance drive, parking lot, picnic facilities, Sanford Lake County Park with a new launch and modifications to the existing docks, and at the Midland City Market which also included a new trailhead for the Pere Marquette Rail-Trail.

Start/Completion Date: 2011

Projects owned by Chippewa Nature Center, City of Midland, and Midland County. PMB contract for all three projects were administered by the Chippewa Nature Center.

Contact Information for both of the above projects

Dick Touvell, Director
Chippewa Nature Center
400 S. Badour Rd
Midland, MI 48640
Phone: 989-631-0830
Email: dtouvell@chippewanaturecenter.org

Casco Township Nature Preserve

Design, construction documents, and construction administration for various projects at the Casco Township Nature Preserve located on Lake Michigan including entrance drive and parking, pathways, picnic facilities, stairway down 70' bluff to the beach, interpretive signage, rest facilities, and information and operational signage. Project funded through MNRTF and CZM grants.

Completion: 2012-2014

Contact Info:

Mr. Allan Overhiser, Township Supervisor
Casco Township, Allegan County
7104 107th Ave.
South Haven, MI 49236
Phone: 616-836-3298
Email: supervisor@cascotownship.org

Additional project information and contact information available upon request.

Lakeside Beach Park Master Plan

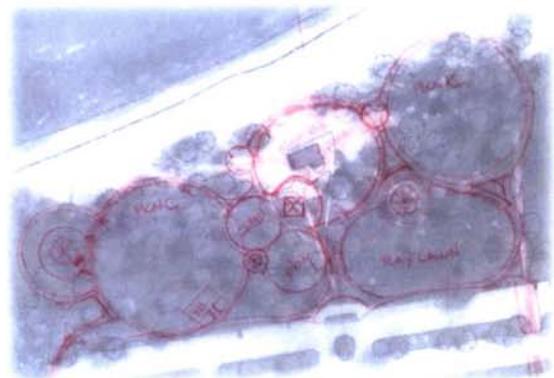
Bringing New Life to a Historic Park



Existing Park

Lakeside Beach Park, developed in the early 1900's, and renovated in the 1970's is in need of revitalization to create a sense of place and destination. The beach was still an attraction for City residents, but other park facilities were worn out or no longer functioning appropriately. The firm was commissioned to develop a new overall master plan for the park to retain the existing 300 parking spaces, while creating a lively, multi-generational beach and public park. The incorporation of ADA Accessible and Universal Accessible facilities was also a core design concept.

A series of public meetings were facilitated to invite the surrounding neighborhood residents, park staff, and city residents to participate in the redesign process. These workshops were key to establishing the key desired elements to incorporate into the design, to address visitor behavior, and to revitalize the park into an exciting and vibrant park for both the neighborhood and the greater city.



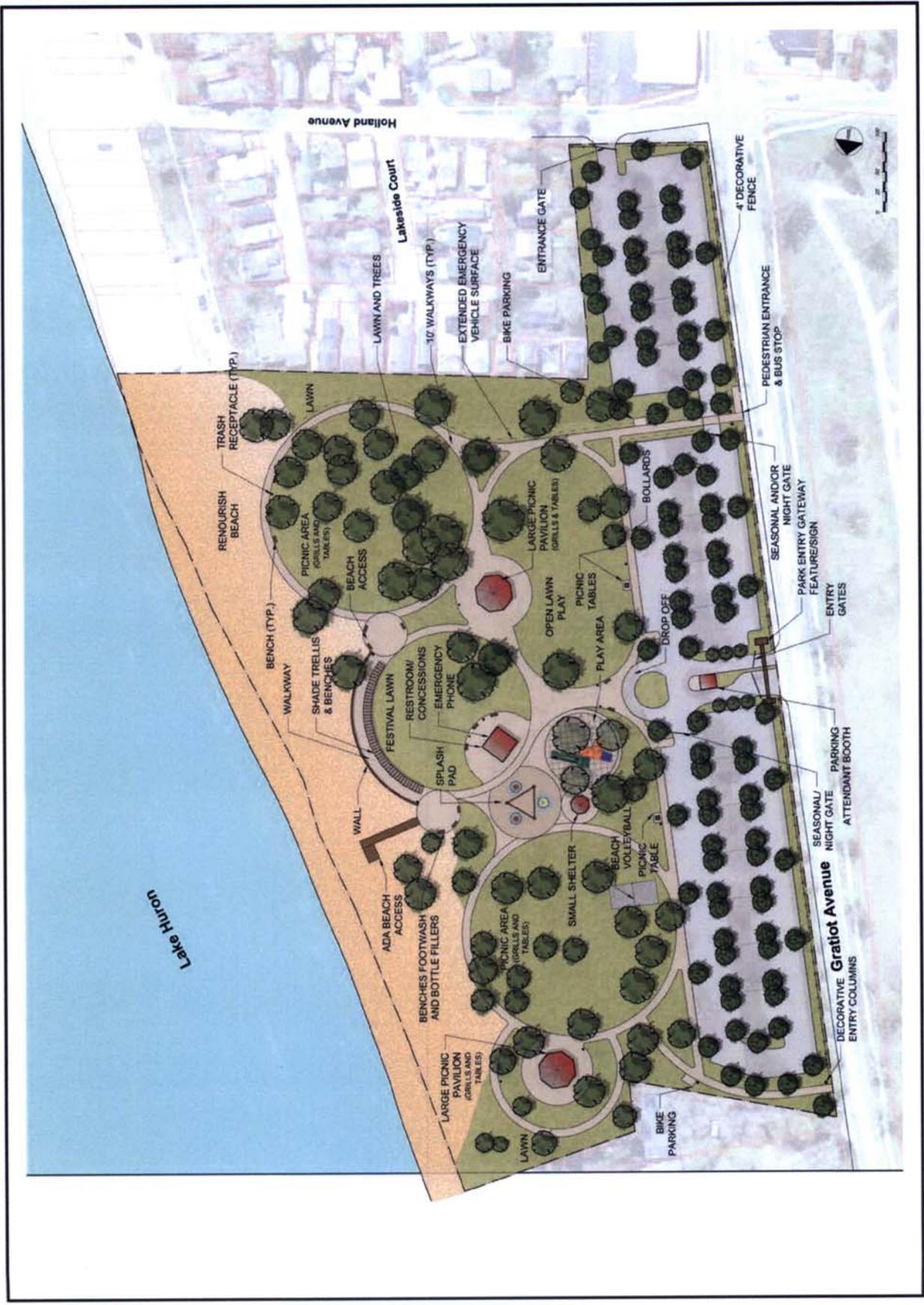
Concept

Master Plan



The new master plan provides for a revitalized park ready for special events, busy summer days, rental pavilions, splash park, large play area, beach access and open play lawn all connected through artistically designed linking walkways which also create unique spaces.







**Fort Gratiot County Park
St. Clair County Parks
Ft. Gratiot, MI
PM Blough/Place Studios**

Fort Gratiot County Park is approximately twenty acres in size with 1/4 mile of Lake Huron frontage. The park is was designed to maximize the retention of the natural resources within the park including the natural sand beach, forested areas, and utilization of previously disturbed areas for the large day use parking facilities. Design of the park utilized natural plantings, bio-swales within parking areas, and retention of natural vegetation.

Unique facilities at this park include a new Universal Access designed beach walkway and water access for swimming. This model project, funded through the Kellogg Foundation became a base project for other applications by the Michigan State Parks. Other accessible facilities include a beach shade shelter with seating and foot washing, two large group picnic shelters with natural wood finishes and stone columns, a restroom facility with covered porches for picnicking and seating, an accessible play area, and walking pathway. The project was approximately \$1 million.

Permitting of the project included USACE and State of Michigan permits.



Frog Hollow

Universal Accessible Playground
City of Wyoming

PM Blough participated on the committee for the development of the new Universal Accessible playground and park development for Frog Hollow. PM Blough's focus was assisting on the overall park design and development of various play elements and unique details. This park was truly a one of a kind development that has changed the view of play throughout Michigan. The City has continued the development of this park with a new restroom building and plantings. The park and playground, although not easily found, is busy every day and draws from the entire Grand Rapids area. The playground and park have been featured in several state and national publications.



Goodells County Park

St. Clair County Parks and Recreation Commission

Goodells County Park was developed with lands that were once a County "Poor Farm" and later the County Fair Grounds and the poor farm is the Historic Farm Museum. The focus of the park has moved from once a year events, to revitalizing the park to function as park for daily recreation.

A new master plan was development included public input through public meetings and the Goodells County Park Advisory Committee. Based on the completed master plan, many developments have taken place over the last nine years of involvement of PM Blough.



Pictured below are two unique elements, a splash pad that integrated the adjacent Farm Museum with the rest of the park and a new play labyrinth that is part of the larger creative playground. Additional developments include picnic facilities, a historic village with historic buildings, play ground, festival areas, and many other improvements throughout the park.

The Splash Pad was awarded a MRPA award for innovative design solutions.



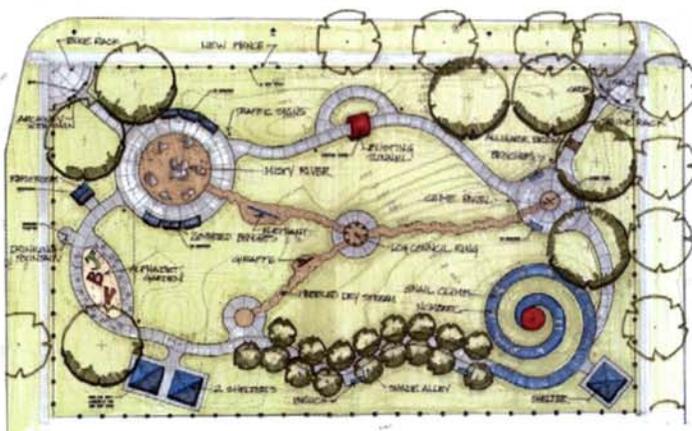
Play Labyrinth

Throne Park

*Creative Pre-School Play Park
City of Midland*

Throne Park is a creative play park designed for pre-school children to interact with the outdoor environment while enjoying play, exploration, and personal discovery. The park, located within a neighborhood blends both natural and man-made materials to allow children to develop their own independent play and learning.

The park includes water play, an alphabet garden, the birch tree alley, an alligator bridge, the red tunnel, log council ring, the rolling hill, and many other wonderful surprises.



Lost Lake Nature Park

Oakland Township Parks & Recreation Commission
Oakland, Michigan

The Lost Lake Nature Park is an exceptional natural forest with varied ecological zones with both rolling terrain and small lakes. The property was a former residence which has been converted into a public nature center for both programmed and non-structured public use and enjoyment. The Preserve is also a focus for the local school district's outdoor education programming.



Important elements of the design included a careful layout utilizing existing facilities to the greatest extent possible; while providing expanded vehicular circulation and visitor drop-off for school buses, vans, and visitor cars. The design focused on preserving large mature oaks, white pines and maples in balance with the new facilities.

The design also includes ADA accessible access walks to the nature center, conversion of areas of the residence into a public nature center, waterfront access for water study and kayak launching, outdoor education areas, and facilitation of yearly special events which draw large crowds. The parking lot design includes a low impact bio-swale for storm water collection and pre-treatment to protect the pristine lake. Renovation of a private ski hill into a public sledding hill was also successfully accomplished.



The design process included careful on-site analysis both prior to and during the design in order to field select vegetative material and to implement on-site adjustments to minimize grading and overall site disruption.

**Southlawn Park Master Plan and Construction
Godwin Heights, City of Wyoming, Michigan**

In 2008, Southlawn Park in the City of Wyoming was revitalized to better serve as the focus for recreation within the neighborhood. The existing park facilities were approximately thirty-five years old and no longer the attraction that they once had been. New activities such as soccer, splash pads, and playground activities had developed since the 1970's.



The new park integrated some of the existing facilities such as the pavilion to make them more attractive. The new layout provided area for a small soccer field, new play equipment to meet current safety and accessibility standards, a splash pad, benches, additional tree shade were developed. In addition, a walkway was added to provide better access to the Division Avenue Business District and the neighborhood elementary school. Together these facilities have given the neighborhood a new park to be proud of and to enjoy.



Chippewa Trail

Chippewa Nature Center
Midland, Michigan



The Chippewa Trail is the newest addition to the Pere Marquette Trail in Midland Michigan. Completed in 2008, The over three miles of trail connects in downtown Midland at the river bridge known as the Tridge. The Pere Marquette Trail had ended at this point for over twenty years.

The Chippewa Trail, named after the Chippewa River and the Chippewa Nature Center, is a three mile trail extension that links downtown Midland, to the Chippewa Nature Center Visitor Center. The goals of the trail were many and included providing the first ADA accessible trail within the Nature Center to provide natural viewing and experiences for visitors, safe bicycle and non-motorized

transportation to and from the Chippewa Nature Center, an educational and interpretive trail for Trail visitors, and a trail that varied from the Pere-Marquette Trail experience in that it connected a route through various ecosystems providing a non-linear trail experience.

PMB provided full trail planning, project budgeting, oversight of drawing production by Rowe, contractor bidding and administration, and construction observation. Funding for the project was through local Foundations and private donations. No public funds were utilized for this project.



Welcome To The Chippewa Trail!

The Chippewa Trail takes you through a landscape of change. Here are stories of success and sometimes great loss. From glaciers to suburban neighborhoods, the key to survival in the ever changing world is **adaptation**.

The Path To Adventure
You can wander through the seasons enjoying scenic wetlands, woodlands and fields along the four-mile Chippewa Trail. Whether you travel on wheels or heels, you may walk, run, hike or in-line skate along this wheelchair accessible trail.

The Chippewa Trail is a natural link between Midland and the Chippewa Nature Center. Extend your adventure by exploring Nature Center footpaths beginning at the Wetlands, Ridge and Visitor Center trailheads.

The Chippewa Trail is open every day down until dark.

I come into the grace of wild things who do not see their lives with foreboding of grief... for a time I rest in the grace of the world, and am free." — Wendell Berry



Community Meeting & Workshop Meeting Experience Examples



David Lycke and Pam Blough have been facilitating public community meetings since the mid 1980's. These twenty-five years of different experiences has provided them with a wealth of skills and processes to assist the community in expressing themselves while gathering information that is relevant to the project.

WEDNESDAY, MAY 5, 2011 | PAGE 4 news

GAME-SET-MAYBANK

CONTINUED FROM PAGE 2

because the courts are in dire need of repair. They got used to it.

Maybank Tennis Center is one of several City-run tennis facilities in the greater Charleston area. The City signed a lease on the property in 1986. Shortly after acquiring control of the location, the City invested \$100,000 into the site, specifically in the tennis court areas of parking and drainage. That initial investment represents the true capital investment to the site. The City has made at least 15 years of time around the City was able to raise up \$500,000 to all state in the process as part of a new general obligation bond. The bond was first approved by the Charleston City Council and then by voters in a November 2009 ballot measure. The City Council approved in August 2010 City Parks and Rec. The project quickly according to high 4 company will serve as a major source of park in the City.

There are a lot of possibilities here, and that is probably the main reason



David Lycke, City of Charleston, speaks at a community meeting for the City of Charleston's proposed renovation of the Maybank Tennis Center.

and "you're not a legal expert." This is what we want to build here, but whether it will be a good fit with what we're going to do next.

The design team is in the final weeks. The task of completing the design is to speak with the City Council and to get the project approved. The project will ultimately be done in phases. It is not to completely design just during construction. After developing from through one construction to the point that the City will

come back to the public with a revised conceptual plan. From there the job will be put out to bid. Likely sometime in the summer.

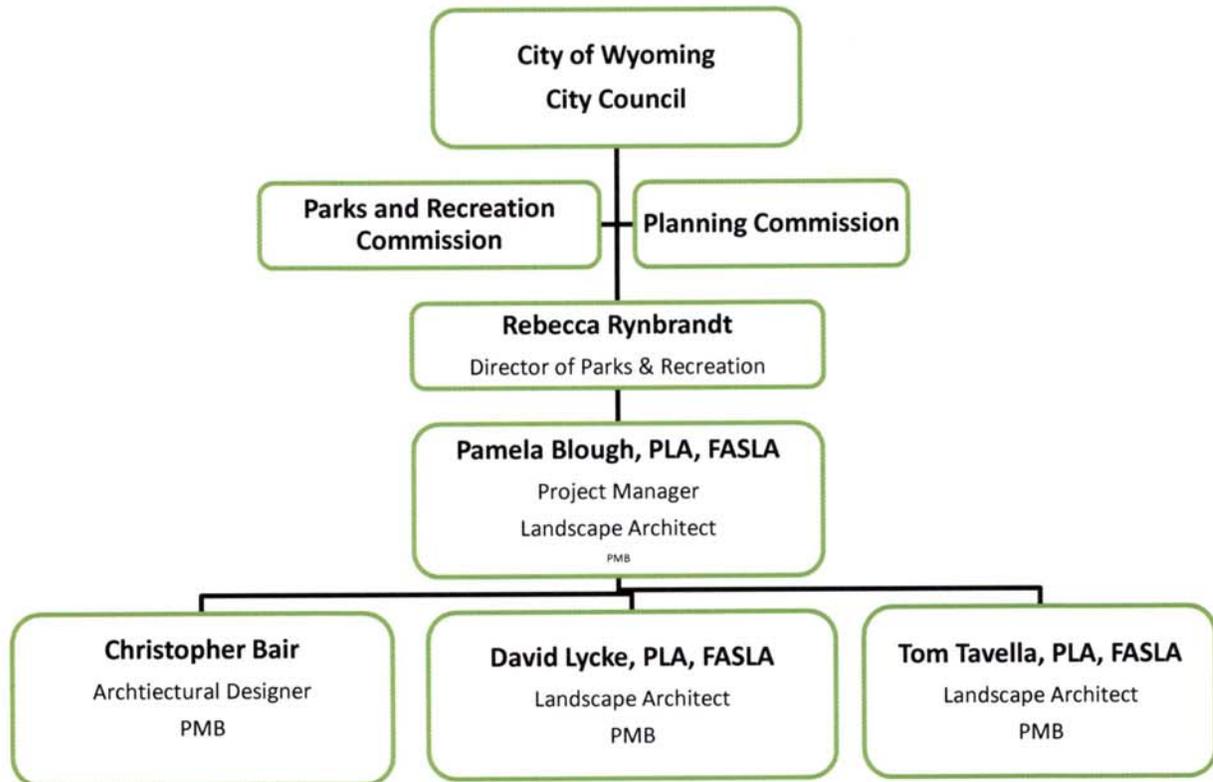
For more information on the plan to renovate and expand Maybank Tennis Center, go to the City of Charleston's website at www.charlestoncity.gov or call 616-8816. The Maybank Tennis Center is located at 8808 Houghton Drive, on James Island, near the intersection of Folly and Harbor View Roads.



Design Team Qualifications

Our design team is comprised of PMB staff extremely skilled in the redesign and revitalization of community parks. Pam Blough, FASLA, David Lycke, FASLA, and Tom Tavella, FASLA all have over twenty-five years of community park design experience. Christopher Bair, an emerging architect and graphic designer provides a balance to this experienced team. Having completed projects throughout the eastern United States, our entire team continues to educate and implement new emerging trends in Recreation. Pam Blough, landscape architect, will be the primary contact with the City of Wyoming and the project manager. David Lycke and Tom Tavella, both landscape architects will provide a strong supporting design role and assist as needed in public meetings. Christopher Bair, architectural designer, will provide additional design support, as well as technical and graphic support. He is also available to assist in the public meeting facilitation.

Team Organization Chart



Pamela Blough, PLA, FASLA

Project Manager & Principal Landscape Architect

Pam Blough, PLA, FASLA, will serve as the Project Manager and lead landscape architect. She has a variety of experiences that enriches her ability to complete projects within the schedule set, within the budget available, and reflect the desires of the client. She is a licensed landscape architect, and a certified tree arborist. This arborist expertise is of additional value to Ideal Park as the remaining trees will be evaluated within the planning process and the design of the new tree canopy will be developed.

Pam has assisted the City of Wyoming in the design of several projects, and brings this knowledge of existing conditions, preferences, and processes to this master planning process. These projects have included Frog Hollow, the renovation of several parks including Battjes Park, Lamar Park, and Southlawn Park, as well as assisting with the Five Year Community Recreation Plan. Most all of these projects have included public meeting facilitation or design workshops. This previous expertise and collaboration with City staff provides an excellent foundation for the next generation of park revitalization projects for the City of Wyoming.

Pam began her career as a landscape architect with the City of Lansing Parks and Recreation Department for eight years. Following this Pam worked in a multi-disciplinary engineering and landscape architecture firm managing the landscape architecture division, and for the last 17 years designed and managed projects within PMB. This blend of public and private experience provides her with unique insights into materials and designs that reflect heavy public use, easy maintenance, and durability in design. Pam is both a licensed landscape architect and certified arborist. She has a broad range of grant funded project experience including various MDNR grant funds and is adept at providing required forms, processes, procedures, and project closeout.

David Lycke, PLA, FASLA

Principal Landscape Architect

David Lycke, landscape architect, will assist in the overall master plan development and design. David also has over 25 years of experience in designing public recreation projects. David is a botanist and specialist with native plant materials and "green solutions."

Thomas Tavella, PLA, FASLA

Tom, a landscape architect, is a specialist in public design having designed urban parks for the last twenty-five years. Having just completed a term as the President of ASLA National, he has recently toured parks all over the United States and Canada, providing him knowledge and vision for recreational sites. His skills include all levels of public facilitation, master plan design, and construction documents.

Christopher Bair, Designer

Additional project design, AutoCADD design services, and computerized renderings will be provided by Christopher Bair who has recently joined PMB. Christopher is a graduate of the University of Michigan School of Architecture and provides architectural design and a strong computerized graphic base to the team.

Resumes of our staff are included.



Pamela M. Blough, FASLA, PLA

President / Landscape Architect / Arborist

EDUCATION

Bachelor of Landscape Architecture, Michigan State University
Masters of Business Administration, Michigan State University

LICENSES:

Landscape Architect in Michigan, South Carolina, Indiana & CLARB
Certified. Certified Arborist-International Society of Arboriculture

**TOTAL YEARS
EXPERIENCE**

30

**PROFESSIONAL
AFFILIATIONS**

American Society of Landscape Architects
Council of Fellows ASLA
Past Michigan Chapter President
Past National Vice President & Trustee
Michigan Parks and Recreation Association
Annual Conference Speaker
International Society of Arboriculture
Adjunct Faculty Michigan State University
Michigan Community and Urban Forestry Council

BACKGROUND

Ms. Blough has over 30 years of professional experience as a landscape architect. From the outset of her career, Pam focused on public design projects and her experience includes educational, institutional, and governmental projects. She is a strong project manager focusing on project development, design, budgeting, and on-time design. Pam's experience includes a blend of both private and public employment including her own private firm, managing in a large multi-disciplinary firm, and overseeing development projects for a large municipality. Her ability to facilitate public meetings makes her an invaluable member of any project team. In addition to her landscape architecture experience, she is a Certified Arborist and Adjunct Faculty Member at Michigan State University.

EXPERTISE

- Design Development and Construction Documents
- Public Meeting Facilitation
- Project Management, Scheduling, and Budgeting
- Grant Writing
- Site Design for Public Projects
- Sustainable Site Development
- Arboriculture and Tree Assessments
- ADA Accessibility and Universal Accessibility
- Stormwater Construction Site Operator Certification



David L. Lycke, FASLA, PLA

Vice President / Landscape Architect / Botanist

EDUCATION

Bachelor of Science in Botany, Clemson University
Masters of Landscape Architecture, North Carolina State University

LICENSE

Licensed Landscape Architect-South Carolina

TOTAL YEARS EXPERIENCE

27 (3 with PMB)

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects
National Vice President of Finance
Designated Fellow- FASLA
Past South Carolina Chapter Trustee
Past Chapter President
American Planning Association
Congress for New Urbanism
South Carolina Recreation and Parks Association

BACKGROUND

Mr. Lycke has over 27 years of professional experience throughout the eastern seaboard and Midwest. He utilizes his background in natural systems and skills as a landscape architect to provide a holistic approach to each project. David serves with equal skill as a project manager, facilitator or designer. His experience encompasses projects in both the private and public sectors. He is an award winning designer and has consistently promoted sustainable design throughout his career. His body of work includes streetscapes, passive and active recreational parks, walking communities and commercial development. David often serves as a primary client representative for numerous projects to municipal staffs, boards and councils. David also has extensive experience as a public meeting facilitator. He has organized and led community input meetings for both private and public clients, often for high profile projects. In addition to his private practice, David is also a visiting professor at Clemson University and has been a guest instructor at Michigan State University. He has participated in panel discussions on both the state and national stage and spoken to various civic groups.

EXPERTISE

- Park Master Planning and Design
- Public Meeting Facilitation
- Project Management, Scheduling, and Budgeting
- Rezoning, Annexation
- Design Development and Construction Documents
- Sustainable Site Development
- Botany and Natural Systems
- ADA Accessibility and Universal Accessibility



Thomas R Tavella, FASLA, PLA, LEED-ap
Senior Landscape Architect

EDUCATION	Bachelor of Science in Environmental Design, University of Massachusetts
LICENSE	Licensed Landscape Architect-Connecticut, New York, Rhode Island, Massachusetts, North Carolina, Arkansas
TOTAL YEARS EXPERIENCE	26
PROFESSIONAL AFFILIATIONS	American Society of Landscape Architects Immediate Past President <i>National Vice President of Public relations</i> <i>Council of Fellows - FASLA</i> <i>Past Connecticut Chapter Trustee</i> <i>Past Chapter President</i>

BACKGROUND

Mr. Tavella has more than 26 years of experience in land use planning, landscape architecture and urban design. He has managed design teams that have prepared feasibility studies, master plans and site plans for downtown redevelopments, housing developments, parks and plazas, office buildings and private estates. His ability to work with civil engineers, architects and other design professionals, as well as contractors enables him to achieve the most realistic and aesthetic design solutions. These interdisciplinary and practical skills allow Mr. Tavella to meet clients' needs in a professional, cost-effective manner.

He has a diverse portfolio of award-winning projects from across the nation. Even before LEED and sustainable design were common practice, Tom's projects consistently embraced these philosophies and technologies. From industrial greening projects to incorporating pervious pavements, bio filtration swales and urban rain gardens, Tom has been recognized as a leader and advocate for sustainable design and planning.

Tom was the Keynote speaker at the 2013 solar decathlon where he spoke about healthy communities through design. He spoke on "Design Matters" at the 2012 and 2013 Railvolution conference that is dedicated to building Healthy communities with Transit Tom has been identified as a leader on the design of healthy communities and is an invited speaker throughout the United States and Canada

EXPERTISE

- Community Master Planning, Urban Design
 - Park Master Planning and Design
 - Public Meeting Facilitation
 - Sustainable Site Design
 - Complete Street Design
-



Christopher Bair
Designer

EDUCATION Bachelor of Science in Architecture, University of Michigan

BACKGROUND

Christopher joined PMB after completing a Bachelor of Science in Architecture at the University of Michigan. In joining PMB, he has brought added experience in computer aided drafting and computerized design. While at the University of Michigan he developed his skills in design and idea conception utilizing a wide range of programs and in multiple scales.

EXPERIENCE

- AutoCAD Drafting Software
- Adobe Creative Suite
- Idea and Concept Development
- Document Development
- Architectural Design

Authorized Contact Person

Contact Person:

Pamela Blough
President
PM Blough, Inc.
PO Box 102
Grand Haven, MI 49417
Phone: 616.402.2398
Email: pamb@pmbblough.com

Additional Contact Person:

David Lycke
Vice President
PM Blough, Inc.
PO Box 102
Grand Haven, MI 49417
Phone: 843.480.1343
Email: davidl@pmbblough.com



CITY OF WYOMING
 P.O. BOX 905
 1155 – 28TH STREET SW
 WYOMING, MICHIGAN 49509-0905

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Contractor hereby agrees to abide by the following requirements for affirmative action with respect to the work to be performed under this Contract.

1. Contractor shall not discriminate against any employee or applicant for employment because of color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
2. In soliciting or advertising for employees placed by or on behalf of Contractor, Contractor shall state that all qualified applicants will receive consideration for employment without regard to color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. For this purpose it shall suffice to place the words "An Equal Opportunity Employer" in the advertisement and a predominant place at the office of said Contractor.
3. Contractor shall send notice of the City's policy regarding equal employment to each labor union or representative of workers with which Contractor has any agreement, contract or other understanding.
4. Contractor shall furnish information and reports as requested by the City in accordance with this policy. Contractor shall provide access to his/her employment books, records and account to any duly authorized representative of the City in order to allow such representative to ascertain whether or not this policy is being complied with by Contractor.
5. Contractor shall post this policy in conspicuous places so as to be available to all employees and applicants for employment.
6. In the event the City determines that the Contractor has failed to abide by the terms stated in this policy, the City may, at its option, withhold payments until full compliance by the requirements of this policy are complied by the Contractor or may choose to terminate the Contract. The City may further choose to bar said Contractor from further contracts until such time as compliance with the requirements contained herein is achieved.

CONTRACTOR

By *Amela Blough*
 (Signature Required)



12



No Subcontractors are included in this project.

SUBCONTRACT PROVISION FORM

Subject to the approval of the City of Wyoming Purchasing Department, the Contractor may sublet the item or items of work so stipulated below, provided the name and signature of the subcontractor is listed in the space provided.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING THE WORK	DESIGNATED ITEMS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned certified that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____	Signed _____
By _____	By _____
Address _____	Address _____
_____	_____
Signed _____	Signed _____
By _____	By _____
Address _____	Address _____
_____	_____
Signed _____	Signed _____
By _____	By _____
Address _____	Address _____
_____	_____



City of Wyoming
CONTRACTOR INSURANCE REQUIREMENTS
(For Construction, Maintenance, Repair, or Remodeling Work)

REQUIREMENTS:

Contractors performing work on City property or public right-of-way for the City of Wyoming shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. General (Public) Liability Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability 1a. Contract Bonds a) Bid b) Performance c) Payment d) Maintenance	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence or all amounts at \$500,000 SL with a \$1,000,000 Umbrella Coverage Based on Cost of Contract	City to be listed as additional insured and provided a 30 day notice of cancellation or material change in coverage.
2. Business Auto Liability to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence	City to be listed as additional insured and provided a 30 day notice of cancellation or material change in coverage.
3. Worker's Compensation a) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence	City to be provided a Waiver of Subrogation.

Certificate of Liability Insurance Forms must be mailed to:

City of Wyoming - Administrative Offices
 c/o Laura Jackson
 1155-28th Street SW
 P.O. Box 905
 Wyoming, MI 49509-0905

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173.

In addition, this form must be signed and mailed, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

A Purchase Order will not be issued without evidence of insurance.

AGREEMENT:

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

Company PM Blough, Inc. (PMB) Vendor # (if applicable) _____

Address PO Box 102

City Grand Haven State MI Zip Code 49417

Phone 616.402.2398 Email pamb@pmbblough.com

Printed Name Pamela Blough, President

Signature *Pamela Blough* Date September 22, 2014





INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

PM Blough, Inc.	President
_____ COMPANY NAME	_____ TITLE
<i>Amela Blough</i>	September 22, 2014
_____ SIGNATURE	_____ DATE



**Agreement Between
City of Wyoming
and
P.M. Blough, Inc.**

This Agreement is made between the Owner, the City of Wyoming, Michigan, and the Landscape Architect, P.M. Blough, Inc. for the development of the Ideal Park Master Plan.

P. M. Blough's Responsibilities and City's Responsibilities

The responsibilities and requirements for the services shall be as described in the proposal submitted by P.M. Blough, Inc. on September 23, 2014 titled, "Proposal for Ideal Park Master Plan, City of Wyoming," and in keeping with the Request for Proposal titled, "Invitation to Submit a Proposal for Ideal Park Master Plan for the City of Wyoming."

Schedule

The schedule will be to complete the Ideal Park Master Plan as described in the proposal prior to February 28, 2015. Modifications to this schedule can be made by the City to best fit the development of the plan.

Termination

Either party may terminate this Agreement by giving ten calendar days written notice to the other party. In the event of termination, P.M. Blough shall be equitably compensated for services performed. Failure of the City to make payments to P.M. Blough in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for P.M. Blough to either suspend or terminate services.

Insurance and Limitation of Liability

Insurance requirements for P.M. Blough shall meet the City of Wyoming Contractor Insurance Requirements. P. M. Blough will maintain at all times current certificates of insurance within the City Administrative Offices.

To the fullest extent permitted by law, P.M. Blough's total liability to the City for any cause or combination of causes, which arise out of claims for which P.M. Blough is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to P.M. Blough by P.M. Blough's insurers in settlement or satisfaction of P.M. Blough's claims under the terms and conditions of insurance policies applicable thereto.

To the fullest extent permitted by law, P.M. Blough's total liability to the City for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability or otherwise is, in the aggregate, is limited to the amount of the existing insurance policies.

Indemnification

The proposal submittal includes an Indemnification Agreement signed by P.M. Blough to protect the City. The City of Wyoming agrees, to the fullest extent permitted by law, to indemnify and hold harmless P.M. Blough against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the City of Wyoming's negligent acts in connection with the project. Neither the City of Wyoming nor P.M. Blough shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Compensation

Compensation shall be as described in the submitted proposal dated September 23, 2014 and in accordance with the Bid Proposal Form included in the proposal. The fee shall not exceed \$11,850.00 to be invoiced monthly in accordance with the proposal documents.

Authorization to Proceed

Signing of this Agreement by the City is considered Authorization to Proceed with the project unless otherwise notified in writing.

Opinions on Cost

An opinion of probable construction cost and/or total project cost provided will be on a basis of experience and judgment. Because P.M. Blough has no control over market conditions or bidding procedures, P.M. Blough cannot warrant that bids and/or ultimate construction or total project costs will not vary from such estimates.

Hazardous Waste

P.M. Blough shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of person to hazardous materials in any form at the project site.

Sub-consultants

P.M. Blough may engage sub-consultants on behalf of the City, only with written permission granted by the City, to perform any portion of the services to be provided by and at the expense of P.M. Blough.

Changes in Scope of Services

Consultant services not covered by the Agreement shall be pre-approved by the City with written permission and paid as additional fees for those services based on the hourly rates when the services are performed.

Signatures

This agreement is entered into as dated by the City:

City of Wyoming

P.M. Blough, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Witness:

Witness:

Signature

Signature

Printed Name

Printed Name

Approved as to form: 
Jack Sluiter, City Attorney

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidders	Cost
Electrical Substation Inspection and Maintenance Services Proposal	Newkirk Electric Associates, Inc.	\$40,000.00

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 3, 2014.

ATTACHMENTS:
Staff Report
Tabulation Sheet

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 23, 2014

Subject: Approval of the Clean Water Plant Electrical Substation Inspection and Maintenance Services Proposal

From: Tom Wilson, Clean Water Plant Maintenance Supervisor

Date of Meeting: November 3, 2014

Recommendation

It is my recommendation that the City Council award the bid proposal for inspection and maintenance services on the City of Wyoming's Clean Water Plant 46,000 volt substation to Newkirk Electric Associates, Inc. Newkirk's bid of \$40,000 for a five year period was the lowest bid submitted by three prospective bidders.

Sustainability Criteria:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant.

Discussion:

In 2004, the Clean Water Plant completed the installation of a 46,000 volt substation to provide electrical power to the facility. Regular inspection and maintenance (preventive maintenance) on the substation requires the use of specialized analytical gear such as infrared thermal imaging equipment, as well as specialized safety gear. Because of specialized training, certification, and equipment needs necessary for the preventive maintenance, the City awards a contract to a qualified company to perform these services on the substation.



After installation of the substation in 2004, the first 5 year contract for inspection and maintenance services was awarded to Consumers Power. The second five year contract was awarded to Power Plus Engineering to provide preventive maintenance (PM) on the numerous pieces of equipment within the substation.

Because the second five year contract has been completed, a bid proposal was sent to qualified high voltage service companies to provide the third five year cycle of preventive maintenance services. On September 23, 2014, twenty-three invitations to submit proposals were sent to prospective bidders and the three proposals received as shown below represent the total cost of the five year maintenance agreement:

Newkirk Electric Associates, Inc	\$40,000.00
Power Plus Engineering, Inc.	\$42,500.00
Consumers Power	\$44,200.00

The proposal from Newkirk Electric Associates, Inc. meets all job requirements necessary to perform the inspection and maintenance services for the duration of the five year agreement. Newkirk Electric originally built the substation in 2004, and is familiar with the equipment.

Budget Impact:

Sufficient funds exist in the Clean Water Plant's Maintenance and Repair account #590-590-54300-930000.

**CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS
PROPOSAL FOR INSPECTION & MAINTENANCE SERVICES OF A CITY OWNED
SUBSTATION**

Opened By City Clerk On September 23, 2014 at 11:00 a.m. o'clock

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Newkirk Electric Associates Inc.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 40,000.00
Power Plus Engineering	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 12,500.00	\$ 42,500.00
Consumers Energy	\$ 5,400.00	\$ 5,500.00	\$ 5,600.00	\$ 5,700.00	\$ 22,000.00	\$ 44,200.00