

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, JANUARY 4, 2016, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the Regular Meeting of December 21, 2015
- 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
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
  - a) Budget Amendment No. 28 – To Appropriate \$8,250 of Additional Budgetary Authority for Additional Capital Outlay and Recognize Reimbursement for the X-ray Equipment from MMRMA Through the RAP Grant Program
- 14) Consent Agenda**
- 15) Resolutions**
  - a) To Set a Public Hearing for the Approval of an Amendment to Industrial Facilities Exemption Certificate #2013-468 for Wolverine Glass Products, Inc., in the City of Wyoming (January 18, 2016 at 7:02 p.m.)
  - b) To Accept Grant Funding Received Through the City of Grand Rapids – MET Multi-Jurisdictional Task Force
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
  - c) To Authorize the Mayor and City Clerk to Execute an Agreement for Surveying Services
  - d) To Authorize the Mayor and City Clerk to Execute an Agreement for Engineering Testing Services
  - e) To Authorize the Mayor and City Clerk to Execute an Agreement for Property and Right-of-way Acquisition Services
  - f) To Award a Bid to Quantum Construction for the Rehabilitation of the Maple Tree Court Pond (Budget Amendment No. 29)

- g) To Concur with the Award of Bid by the Michigan Department of Transportation for the Construction of a Non-Motorized Trail Connecting the Interurban Trail to the Kentwood East-West Trail
- h) To Authorize Payment to Miss Dig System, Inc.

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

**20) Closed Session** (as necessary)

**21) Adjournment**



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN  
AMENDMENT TO INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE #2013-468  
FOR WOLVERINE GLASS PRODUCTS, INC., IN THE CITY OF WYOMING

WHEREAS:

1. In accordance with Public Act 198 of 1974, Industrial Facilities Exemption Certificate No. 2013-468 was issued to Wolverine Glass Products, Inc., to facilitate the purchase of new equipment at its facility at 5765 Clay Avenue SW, Wyoming, MI 49548.
2. Certificate No. 2013-468 was issued in the amount of \$1,020,849 and took effect on December 31, 2013.
3. Wolverine Glass Products, Inc. purchased additional equipment in the course of this project, exceeding the amount approved for under Certificate No. 2013-468.
4. Wolverine Glass Products, Inc. requests that the City Council review and approve the increased final project cost of \$1,641,463, so that an amended Industrial Facilities Exemption Certificate may be issued by the Department of Treasury State Tax Commission.
5. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve an amendment to Industrial Facilities Exemption Certificate No. 2013-468 held by Wolverine Glass Products, Inc., shall be held at 7:02 p.m. on January 18, 2016, in the City Council Chambers, City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

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 January 4, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Amended Equipment List

Resolution No. \_\_\_\_\_

Staff Report

Date: December 14, 2015  
Subject: Wolverine Glass Products – Industrial Certificate Amendment  
From: Jennifer Stowell, Administrative Assistant for the City Manager  
Meeting Date: January 4, 2016

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Recommendation:

Staff recommends approval of Wolverine Glass Products’ amendment request based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Approval of this amendment does not significantly impact environmental quality.

Social Equity – Approval of this amendment does not significantly impact social equity.

Economic Strength – Approval of this amendment does not significantly impact economic strength.

Discussion:

Wolverine Glass Products submitted an application for an Industrial Facilities Exemption (IFT) in September of 2013. That application was subsequently approved by the City Council and the State of Michigan. As this project was in process, Wolverine Glass purchased additional equipment and now wishes to amend its approved certificate. The approved IFT certificate is summarized below with a notation for the amended amount:

Address of project:	5765 Clay Avenue SW Wyoming, MI 49548	
Personal Property:	\$787,828.00 (original)	\$1,230,532 (amended)
Real Property:	\$233,021.00 (original)	\$ 410,931 (amended)
Estimated Jobs:	5 new jobs (original) 29 retained jobs	13 new jobs (amended) 29 retained jobs
Starting date of project:	October 2013	
Term of the abatement:	11 years	11 years

Wolverine Glass sought the original abatement to expand its operation in the City of Wyoming and to expand into glass tempering, a process they have previously outsourced. Wolverine Glass was contracting out the tempering of its glass products, and has now brought this process “in house” with the addition of this tempering oven. The entire project will assist in retaining 29 positions and adding 13 new positions.



# Wolverine Glass Products, Inc.

## IFT Investment Totals

September 29th, 2015

(revision 1)

		Real Property Improvements	Personal Property
Complete Office Demo & Remodel (Includes entire building)	\$151,882	\$151,882	
Physical Plant Upgrades	\$91,463	\$91,463	
Consumers Energy Heat	\$57,850	\$57,850	
Machinery Purchases	\$1,230,532		\$1,230,532
Various Electrical Work	\$106,634	\$109,736	
<b>TOTAL</b>	<b>\$1,641,463</b>	<b>\$410,931</b>	<b>\$1,230,532</b>

### Number of People Employed

Start Date of Project: 29

End Date of Project: **42**

13 Jobs have been created since the project start date

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT GRANT FUNDING RECEIVED THROUGH THE CITY OF  
GRAND RAPIDS – MET MULTI-JURISDICTIONAL TASK FORCE

WHEREAS:

1. The City of Wyoming has requested to participate in the "BYRNE Memorial Justice Grant" MET – City of Grand Rapids Multi-Jurisdictional Task Force, as appointed by the United States Department of Justice.
2. The City of Wyoming would accept \$12,555 in grant funds designated towards the salary of one Wyoming Department of Public Safety Detective participating in the Multi-Jurisdictional Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming Department of Public Safety is authorized to receive said grant funds from the City of Grand Rapids, where their Police Department is serving as host agency for the Multi-Jurisdictional Task Force.
2. Chief James Carmody shall serve on the Board of Directors of the Task Force.
3. The City of Wyoming Deputy Finance Director shall submit the monthly financial status reports to the City of Grand Rapids for reimbursement.

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 January 4, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Agreement

**AUTHORITY:** 1935 PA 59, as amended;  
**COMPLIANCE:** Voluntary; however, grant funds will be withheld if not submitted to the Michigan State Police (MSP) 60 days after acceptance of the agreement.

**BYRNE JUSTICE ASSISTANCE (BYRNE JAG) GRANT or  
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT**

**Subcontract Agreement  
between**

**CONTRACTOR: City of Grand Rapids**

**Federal Identification (I.D.) Number: 38-6004689**

and

**SUBCONTRACTOR: City of Wyoming Police Department**

**Federal I.D. Number: 38-6006933**

**Project Title: Metropolitan Enforcement Team**

**Michigan State Police (MSP) Contract Number: 201670973**

**MSP Project Number: JAG-70973-MET-2016**

**Catalog of Federal Domestic Assistance (CFDA) Number: 16.738**

**CFDA Title: Formula Edward Byrne JAG**

**Federal Agency Name: United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA)**

**Federal Grant Award Number: 2015-MU-BX-0964**

**Federal Program Title: Byrne JAG State FY2016**

**I. Period of Agreement:**

This Agreement shall commence on October 1, 2015 and terminate on September 30, 2016.

This Agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the Michigan State Police (MSP). All projects must be initiated within 30 days of the start date of this Agreement.

**II. Agreement Amount and Budget:**

The agreed upon Project Budget for this Agreement is described in this section. Any changes to the Project Budget, by either the Contractor or Subcontractor, must be in writing and signed by both parties. Budget deviation allowances are not permitted.

	<b>GRANT FUNDS</b>	<b>MATCHING FUNDS</b>	<b>TOTAL</b>
Salary and Wages & Fringe Benefits	\$ 12,555.00	\$	\$ 12,555.00
Travel Expenses	\$	\$	\$
Supplies and Expenses	\$	\$	\$
Equipment Expenses	\$	\$	\$
Other Expenses	\$	\$	\$
<b>TOTAL AGREEMENT AMOUNT</b>	\$	\$	\$ 12,555.00

**III. Project Budget Detail:**

The agreed upon Project Budget Detail for this Agreement is described in this section. Any change to the Project Budget Detail, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed budget item descriptions:

**SALARY AND WAGES & FRINGE BENEFITS:** List the positions and cost for each position. Also indicate the total number of hours or percentage of time each position will be assigned to grant activities. List the fringe benefits costs for each position.

One (1) Full time Detective (2080 hours) \$12,555.00

**TRAVEL EXPENSES:** This includes cost for mileage, per diem, lodging, rental vehicles, registration fees, approved seminars or conferences, and other approved travel costs incurred by the subcontractor.

**SUPPLIES AND EXPENSES:** This category is used for all consumable and short-term items and equipment items costing less than \$5,000.

**EQUIPMENT EXPENSES:** Individual line items greater than \$5,000.

**OTHER EXPENSES:** Communication, space, and allowable expenses not covered by other line items.

**IV. Statement of Work:**

The Subcontractor agrees to undertake, perform, and complete the services described in this section. Any changes to the Statement of Work, by either the Contractor or Subcontractor, must be in writing and signed by both parties. The Subcontractor may not assign the performance under this Agreement to any other entity or person who is not an employee of the Subcontractor, except with prior written approval of the Contractor. All provisions and requirements of this Agreement shall apply to any agreements the Subcontractor may enter

into in furtherance of its obligations under the Agreement and shall be responsible for the performance of any contracted work. ontrac

Detailed description of services/deliverables:

**V. Project Timeline:**

The Subcontractor agrees to undertake, perform, and complete the services described in Section III within the timeline described in this section. Any changes to the Project Timeline, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed timeline:

**VI. Publication Rights:**

The Subcontractor shall give proper recognition in any and all publications, papers, and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers, and presentations:

*"This project was supported by Federal Grant Award Number 2015-MUBX-0964, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."*

The MSP shall, in return, give recognition to the Contractor and/or Subcontractor when applicable.

Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor or Subcontractor, the Contractor or Subcontractor may copyright such but shall acknowledge that the MSP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.

**VII. Performance Measurement Data and Reporting:**

The Subcontractor agrees to provide all applicable performance measurement data related to this Agreement in a timely manner in order for the Contractor to meet its reporting obligations with the MSP. The failure of the Subcontractor to comply with this requirement may result in the withholding of funds and/or termination of the Subcontract.

Detailed performance measurement data requirements description (if applicable):

**VIII. Payment Processing:**

The Contractor, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide payment to the Subcontractor based upon appropriate reports, records, and documentation maintained by the Subcontractor. Any billing or request for reimbursement for Subcontract costs must be supported by adequate source documentation on costs and services. Payment requests must be submitted to the Contractor in a timely manner in order that the Contractor can subsequently request reimbursement from the MSP within the required monthly reimbursement period. The Subcontractor will be paid within 30 days of receipt of reimbursement by the Contractor.

**IX. Program Income:**

The DOJ regulations allow the Contractor to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ. Program income is the gross income earned by the

Contractor and/or Subcontractor during the Agreement period as a direct result of the grant project. All income generated as a direct result of an MSP-funded project shall be deemed program income. Program income may be used to further program objectives under this Agreement or may be refunded to the MSP. Program income must be used for the purposes of and under the conditions applicable to the award specified in the agreement between the Contractor and the MSP. Program income may only be used for allowable program costs. Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the state administrative agency (the MSP). The Subcontractor must report any and all generated program income to the Contractor on a quarterly basis in order for the Contractor to comply with the MSP reporting and tracking requirements.

**X. Unobligated Funds:**

Any unobligated balance of funds held by the Subcontractor at the end of the Agreement period will be returned to the Contractor, which will then be returned to the MSP, or treated in accordance with instructions provided by the MSP.

**XI. Equipment Purchases and Title:**

Any Subcontractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Subcontractor upon acquisition. The MSP reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the MSP's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Subcontractor's local requirements.

**XII. Employee Time Certifications:**

It is the Subcontractor's obligation to notify the Contractor immediately when a Byrne JAG-funded employee:

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

All Byrne JAG-funded employees will complete and submit to the Contractor an executed ADM-214 Employee Time Certification form supplied by the Contractor. The failure to comply with notification to the MSP and/or submit Employee Time Certification forms could result in loss of position funding.

**XIII. Record Maintenance/Retention:**

The Subcontractor agrees to maintain adequate program and fiscal records and files (including source documentation) to support program activities and all expenditures made under the terms of this Agreement, as required. The Subcontractor must assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All retention record guidelines set by the Contractor and/or Subcontractor must be adhered to if they require additional years beyond retention guidelines stated herein.

**XIV. Authorized Access:**

The Subcontractor must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the Contractor, MSP, Program Evaluators (contracted by the MSP), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Contractor and/or the MSP may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested.

The Contractor and/or the MSP may request that a funded program be evaluated by a contracted outside evaluation team. Subcontractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

**XV. Subcontractor/Vendor Monitoring:**

The Subcontractor must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 et seq. requirements and must forward all single audits covering grant funds administered through this Agreement to the Contractor. The Contractor is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings, and ensuring that corrective actions are implemented in accordance of OMB Circular A-133.

The Contractor is responsible for ensuring that the Subcontractor is expending grant funds appropriately as specified through this Agreement, and shall conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions, as well as ensure that performance goals are achieved. The Contractor shall ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section .210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).

**XVI. Notification of Criminal or Administrative Investigations/Charges:**

If any employee of the Subcontractor that is associated with this Agreement project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Subcontractor shall immediately notify the Contractor, in writing, that such an investigation is ongoing or that a charge has been issued.

**XVII. Agreement Suspension/Termination:**

The Contractor and/or the Subcontractor may suspend and/or terminate this Agreement without further liability or penalty to the Contractor for any of the following reasons:

- A. This Agreement may be suspended by the Contractor if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Subcontractor to comply with this Agreement terms; otherwise, termination by the Contractor may occur.
- B. Failure of the Subcontractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date.
- F. This Agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner is convicted of any activity referenced in Section XVI of this Agreement, during the term of this Agreement, or any extension thereof.

**XVIII. Final Reporting Upon Termination:**

Should this Agreement be terminated by either party, within 30 days after the termination, the Subcontractor shall provide the Contractor with all financial, performance, and other reports required as a condition of this Agreement. The Contractor will make payments to the Subcontractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Subcontractor shall immediately refund to the Contractor any funds not authorized for use and any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.

**XIX. Severability:**

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

**XX. Liability:**

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Subcontractor in the performance of this Agreement shall be the responsibility of the Subcontractor, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Subcontractor, employee, or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity, as provided by statute or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Subcontractor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subcontractor and the Contractor in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Subcontractor and the Contractor in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor, the Contractor, or their employees, respectively, as provided by statute or court decisions.

**XXI. Certifications and Assurances:**

The Subcontractor must adhere to all applicable Certifications and Assurances. The failure to do so may result in the termination of grant funding or other remedies.

**A. Certifications:**

Subcontractor should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace."

**B. Lobbying:**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Subcontractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,

**C. Debarment, Suspension and Other Responsibility Matters (Direct Recipient):**

As required by Executive Order 12549, Debarment and Suspension, implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. Section 2867.20(a):

1. The Subcontractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov), and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**D. Federal Taxes:**

If the applicant is a corporation, the applicant certifies that either: (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or, (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov), and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.

**E. Drug-Free Workplace:**

1. As required by the Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 *et seq.*, and implemented at 28 C.F.R. Part 83. The Subcontractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Subcontractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
- d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under this Agreement, the employee will:
  - i. Abide by the terms of the statement; and,
  - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq; or,
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

**F. Standard Assurances:**

The Subcontractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Subcontractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the general accounting office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*
5. It will comply with Executive Order 13279, Executive Order 13559, and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating

in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support 12-step programs, which are considered to be religious in nature. The 12-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in 12-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that 12-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in 12-step programs and cannot penalize a participant who chooses not to participate in a 12-step program. It must ensure that employees fully funded by DOJ are not involved with 12-step programs whereby they are instructing or indoctrinating clients on the 12 steps. Employees of the Subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on 12-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to 12-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*, and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 41455-01 (June 18, 2002).
7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d; the Victims of Crime Act of 1984, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672(b); Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. §794; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990, 2 U.S.C. §12132; the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. §12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

**a. Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the MSP as described in the complaint procedures in Attachment 7, Discrimination Complaint Procedures for Federal Grant-Funded Projects Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights directly, as outlined in Attachment 7 but the Contractor shall notify the MSP of the complaint as soon as the complaint is known. In the event that a federal or state court, or federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the MSP.

**b. Training:**

Any and all DOJ-funded employees of the Subcontractor shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Contractor shall provide the Subcontractor with access to training developed by the OJP/OCR, which may be found at: <http://www.nij.gov/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Subcontractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Contractor within 60 days of the date of hire.

**c. Monitoring:**

The Contractor shall ensure that the Subcontractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire with the Subcontractor during site monitoring visits and desk audits.

8. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required pursuant to 28 C.F.R. 42.301 et seq. If the Subcontractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR, and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Subcontractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the MSP certifying that an EEOP is on file which meets the applicable requirements. If the Subcontractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at [http://www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm).
9. If the Subcontractor is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 et seq., which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
10. If the Subcontractor is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**G. Non-Supplanting:**

It is imperative that the Subcontractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) the Subcontractor's budget, and may not supplant (replace) state, local, or tribal funds that otherwise would have been spent on positions and/or any other items approved in this Agreement budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts. It must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. It must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant

award start date is July 1 and the layoff is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the layoff. [Please note that as long as your agency can document the date that the layoff(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the layoff without formally completing the administrative steps associated with a layoff for each individual personnel.]

4. Documentation that may be used to prove that scheduled layoffs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to): council or departmental meeting minutes, memoranda, notices, or orders discussing the layoffs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or, budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

**H. Hatch Political Activity Act and Intergovernmental Personnel Act:**

The Subcontractor will comply with the Hatch Act of 1939, 5 USC 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 USC 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

**I. Health Insurance Portability and Accountability Act of 1996 (HIPAA):**

To the extent that HIPAA is pertinent to the services that the Subcontractor provides to the Contractor under this Agreement, the Subcontractor assures that it is in compliance with the HIPAA requirements including the following:

1. Subcontractor must not share any protected health data and information provided by the Contractor that falls within the HIPAA requirements.
2. Subcontractor must only use the protected health data and information for the purposes of this Agreement.
3. Subcontractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Subcontractor's employees.
4. Subcontractor must have a policy and procedure to report to the Contractor any unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Subcontractor becomes aware.
5. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XVII, above.
6. In accordance with the HIPAA requirements, the Subcontractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Subcontractor from the Contractor, the MSP, or any other source.

**XXII. Unallowable Costs:**

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect costs, rates, or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project for which you are applying.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fund raising and any salaries or expenses associated with it.

- Legal fees.
- All travel, including first-class or out-of-state travel, unless prior approval by the MSP is received.
- Promotional items, unless prior approval by the MSP is received.
- One-time events, prizes, and entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the MSP is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training/conferences, unless prior approval by the MSP is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the MSP is received.
- Compensation to federal employees.
- Military type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- K9 dogs and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints, including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.
  - Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the MSP and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

**XXIII. Conditions on Expenses:**

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. Individual consultant fees are limited to \$450 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$450 for an eight-hour day, prior written approval is required from the MSP. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

**XXIV. Conflict of Interest:**

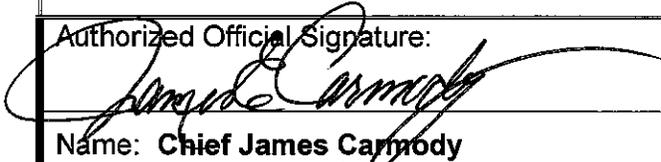
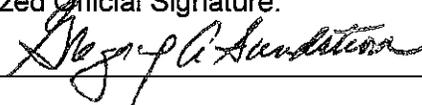
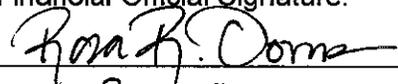
The Contractor and Subcontractor are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

**XXV. Compliance with Applicable Laws and Agreements:**

The Subcontractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Subcontractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the agreement between the MSP and Contractor. The Contractor shall supply the Subcontractor with a copy of said agreement.

**XXVI. Agreement Signatures:**

The Subcontractor hereby accepts this Agreement in the amount and for the period indicated in the first page of this document on the basis of the application, assurances, and supporting documents submitted by the Contractor to the MSP. The Agreement becomes effective upon the return of the signed Subcontract to the Contractor. This award does not assure or imply continuation in funding beyond the funding period of this Subcontract. The Subcontractor agrees to provide the Contractor with a copy of the Single Audit Report of the Subcontractor's entity.

<p><b>SUBCONTRACTOR:</b></p> <p>Address: 2300 DeHoop Avenue  City, State, and ZIP: Wyoming, MI 49509  Phone:  Fax:</p>	<p><b>CONTRACTOR:</b></p> <p>Address: 300 Monroe Avenue N.W.  City, State, and ZIP: Grand Rapids, MI 49503  Phone:  Fax:</p>
<p>Authorized Official Signature:  </p>	<p>Authorized Official Signature:  </p>
<p>Name: <b>Chief James Carmody</b>  Date: <b>11-3-15</b></p>	<p>Name:  Date:</p>
<p>Project Official Signature:  </p>	<p>Project Director Signature:  </p>
<p>Name: <b>Curtis Holt</b>  Date: <b>11-24-15</b></p>	<p>Name: <b>D/FLT Steven D Rau</b>  Date: <b>10/27/15</b></p>
<p>Financial Official Signature:    Name: <b>Rosa Doms</b>  Date: <b>11/30/15</b></p>	

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE AN AGREEMENT FOR SURVEYING SERVICES

WHEREAS:

1. The City of Wyoming utilizes the surveying services of a professional surveying firm for the development and construction of City street and utility projects.
2. The City requested proposals to perform surveying services from local surveying firms to perform preliminary surveying services and construction staking.
3. On December 17, 2015, the City received three (3) responses to its request for proposals with Meyers, Bueche and Nies, Inc. (MBN, Inc.) submitting the most qualified and competitive proposal.
4. MBN, Inc. has performed said services for the City over the past several years and is very familiar with the City's requirements and procedures.
5. It is in the best interest of the City of Wyoming to execute an Agreement with Meyers, Bueche and Nies, Inc. to perform the City of Wyoming's Surveying Services for 2016, 2017, and 2018.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with Meyers, Bueche and Nies, Inc. for Surveying Services.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 4, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Agreement  
Unit Price Sheet

Resolution No. \_\_\_\_\_

AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Wyoming, a municipal corporation of 1155 - 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 (hereinafter "City") and Meyers Bueche and Nies, Inc. a corporation located at 1638 Leonard Street NW, Grand Rapids, Michigan 49504 (hereinafter "Consultant") the terms of which are as follows:

1. City hereby hires Consultant to provide Surveying Services on behalf of City for the period of January 1, 2016, through December 31, 2018.
2. The work to be performed shall be in accordance with the proposal dated December 17, 2015.
3. Payment for services provided shall be made in accordance with the proposal and upon billing for work completed.
4. City may terminate the Agreement upon 30 days written notice.
5. Consultant is an independent contractor and City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire Agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

MEYERS, BUECHE, AND NIES, INC.

\_\_\_\_\_  
Jack Poll  
Mayor

\_\_\_\_\_  
Kelli A. VandenBerg,  
City Clerk

Approved:

  
\_\_\_\_\_  
Jack R. Sluiter  
City Attorney

## Unit Price Sheet

(Submit prices in separate envelope provided.)

1. Preliminary Survey Field Work:
  - a. 100 foot right-of-way 2.50 per lineal ft.
  - b. 80 foot right-of-way 2.35 per lineal ft.
  - c. 66 & 60 foot right-of-way 2.15 per lineal ft.
  - d. Cross-country easement 1.90 per lineal ft.
  - e. Open area < one acre 0.0125 per square ft.  
> one acre 400.00 per acre
  
2. Preliminary Survey Plotting:
  - a. 100 foot right-of-way 1.50 per lineal ft.
  - b. 80 foot right-of-way 1.40 per lineal ft.
  - c. 66 foot or less right-of-way 1.15 per lineal ft.
  - d. Cross-country 1.15 per lineal ft.
  
3. Grid Section Field Work and Plotting:
  - a. > 1 Acre 0.0150 per square ft.
  - b. < 1 Acre 0.0200 per square ft.
  
4. Reestablishing Lot Corner: 85.00 hourly
  
5. Construction Staking:
  - a. 2-person crew 85.00 hourly
  - b. 3-person crew 99.50 hourly
  - c. Office calculations 49.50 hourly

Date: 12/17/15 Contact Person: Bradley E. Meyers, President

Company Name: Meyers, Bueche & Nies, Inc.

Company Address: 1638 Leonard Street, N.W.

Grand Rapids, Michigan 49504-3950

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN  
AGREEMENT FOR ENGINEERING TESTING SERVICES

WHEREAS:

1. The City of Wyoming utilizes the testing services of a professional laboratory for all public and private streets and utility construction projects.
2. In addition to soil borings and other geotechnical services, services include the following common tests:
  - Aggregate sieve analysis
  - Topsoil analysis
  - Concrete cylinder breaks
  - Asphalt mixture extractions
3. On December 10, 2015, the City received three (3) responses to its request for proposals for Engineering Testing Services from local companies.
4. Materials Testing Consultants, Inc. responded with a combination of excellent references, competitive rates, and will pick up and deliver test samples, saving valuable staff time.
5. Materials Testing Consultants, Inc. performed said services for the City in the past and is very familiar with the City's requirements and procedures.
6. It is in the best interest of the City of Wyoming to execute an Agreement with Materials Testing Consultants, Inc. to perform the City of Wyoming's Engineering Testing Services for 2016, 2017, and 2018.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with Materials Testing Consultants for Engineering Testing Services.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 4, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Agreement

Unit Price Sheet

Resolution No. \_\_\_\_\_

AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Wyoming, a municipal corporation of 1155 - 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 (hereinafter "City") and Materials Testing Consultants, Inc. a corporation located at 693 Plymouth NE, Grand Rapids, Michigan 49505 (hereinafter "Consultant") the terms of which are as follows:

1. City hereby hires Consultant to provide Engineering Testing Services on behalf of City for the period of January 1, 2016, through December 31, 2018.
2. The work to be performed shall be in accordance with the proposal dated December 10, 2015.
3. Payment for services provided shall be made in accordance with the proposal and upon billing for work completed.
4. City may terminate the Agreement upon 30 days written notice.
5. Consultant is an independent contractor and City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire Agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

MATERIALS TESTING CONSULTANTS, INC.

\_\_\_\_\_  
Jack Poll  
Mayor

\_\_\_\_\_  
Kelli A. VandenBerg,  
City Clerk

Approved:

  
\_\_\_\_\_  
Jack R. Sluiter  
City Attorney

## 2016 – 2018 ENGINEERING TESTING SERVICES

City of Wyoming

1. Mobilization
  - Mobilization for soil borings or coring only, one Mobilization per project truck or trailer mounted rig only. \$400.00 /lump
2. Soil Borings
  - Auger Borings \$9.00 / foot
  - Hollow Stem Auger Borings (Split spoon)
    - \* less than 50 blows per foot \$11.00 / foot
    - \* 50 blows per foot or greater \$19.00 / foot
3. 3-Point Proctor (Standard or Modified) \$90.00 / each
4. 5-Point Proctor (Standard or Modified) \$130.00 / each
5. Aggregate Sieve Analysis (including loss by wash) \$100.00 / each
6. Topsoil Analysis
  - ph and Organic content \$85.00 / each
  - Organic content only \$60.00 / each
7. Batch Plant Inspection
  - Concrete (technician) \$48.00 / hour
  - Asphalt (technician) \$48.00 / hour

(Asphalt extractions performed at plant will not be paid separately.)
8. Breaking Concrete cylinders (including curing & cylinder molds) \$12.00 / each
9. Cores (coring note below)
  - Concrete \$12.00 / inch
  - Asphalt \$10.00 / inch

(includes all costs, except mobilization, if applicable)
10. Penetration on Asphalt Cement (A.C.) Samples \$60.00 / each
11. Asphalt Extraction \$250 / each

(including gradation of aggregate & percent crushed)
12. Penetration on Recovered Asphalt Cement \$220.00 / each

- |     |   |                         |
|-----|---|-------------------------|
| 13. | Marshall Control Points (set of 3)                            | <u>\$85.00</u> / each   |
| 14. | Mileage   | <u>No Charge</u> / mile |
| 15. | Labor Cost  |                         |
|     | • Principal Engineer  | <u>\$105.00</u> / hour  |
|     | • Project Inspector (includes vehicle and necessary equipment | <u>\$60.00</u> / hour   |
|     | • Density Person(includes Troxler, Michigan Cone, Etc.)       | <u>\$48.00</u> / hour   |
|     | • Other   |                         |
|     | <u>See attached Fee Schedule</u>                              | _____ / hour            |
|     | _____   | _____ / hour            |
|     | _____   | _____ / hour            |

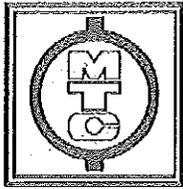
Note: We offer to provide service free of vehicle mileage charge and to provide sample pickup at a City of Wyoming designated pickup location. We anticipate most sample pickups can be coordinated with our normal service visits to other projects in the locality with minimal expense.

CONTRACTOR: Materials Testing Consultants, Inc.  
 ADDRESS: 693 Plymouth Avenue, NE  
Grand Rapids, MI 49503  
 PHONE: (616) 456-5469

FOR OTHER SERVICES, USE ATTACHED FEE SCHEDULE

RATES INCLUDED HEREIN ARE APPLICABLE 2016 THROUGH 2018

Coring Note: Billing thickness includes entire pavement section to be cored, a minimum of 18 inches. Coring cost does not include traffic control; traffic control cost will vary on each project from none to a two-man flagging crew. Any necessary traffic control will be billed separately per project.



**M**aterials  
**T**esting  
**C**onsultants, INC.

## FEE SCHEDULE

### PERSONNEL CHARGES

Principal	\$150.00/hr
Sr. Project Manager	\$135.00/hr
Project Manager	\$120.00/hr
Sr. Proj Eng/Geol/Env Professional	\$115.00/hr
Project Eng/Geol/Env Professional	\$105.00/hr
Asst Proj Eng/Geol/Env Professional	\$100.00/hr
Sr. Staff Eng/Geol/Env Professional	\$95.00/hr
Staff Eng/Geol/Env Professional	\$85.00/hr
Field/Lab/SST Manager	\$95.00/hr
SST Technician III	\$95.00/hr
SST Technician II	\$85.00/hr
SST Technician I	\$75.00/hr
Technician III	\$65.00/hr
Technician II	\$53.00/hr
Technician I	\$48.00/hr
Project Assistant	\$45.00/hr

*Minimum charge for field assignment is two hours per trip. Overtime charge is 1.3 times regular rate. Overtime is time worked prior to 8:00 a.m. or after 4:30 p.m., in excess of eight hours per day, Saturdays, Sundays or holidays. Chargeable time includes travel (portal to portal), time on-site, and required office time. Review of field and laboratory reports is mandatory practice. Review time will be charged at the appropriate level required.*

### OTHER CHARGES

Mileage	\$0.70/mile
Per diem - meals (overnight assignments)	\$45.00/day
Direct reimbursable expenses	Cost plus 15%

**FEE SCHEDULE**

**EQUIPMENT CHARGES**

	<u>Per Day</u>		<u>Per Day</u>
Nuclear Density Gauge	\$50.00	Infrared Camera	\$120.00
Asphalt Extraction Equipment	\$100.00	Avongard Crack Monitor	\$40.00
Rice Equipment	\$70.00	SFRM Cohesion/Adhesion Kit	\$40.00/ea
Concrete Maturity Reader	\$75.00	Magnetic Particle Equipment	\$60.00
Concrete Maturity Tag	Quoted	Torque Wrench	\$65.00
Coring Machine	\$150.00	Torque Multiplier	\$65.00
Bit charge	\$4.50/in	Positector Paint Thickness Gage	\$70.00
D-Meter Profiler	\$180.00	Panametrics Thickness Gage	\$70.00
Floor Moisture Vapor Kit	\$45.00/ea	Skidmore® Bolt Tension Calibrator	\$100.00
Relative Humidity Kit, F2170	\$100/location	Ultrasonic Equipment	\$120.00
Schmidt Hammer	\$150.00	UT Thickness Gauge	\$100.00
Windsor Probe	\$100.00	Visible Dye Penetrant	\$30.00/can
Windsor Probe Charge Set	\$60.00	Bailer	\$12.00/ea
Earth Resistivity Equipment, Biddle	\$170.00	Barrel Filter	\$50.00/ea
Earth Resistivity Equipment, AGI Supersting	\$300.00	DO Meter	\$50.00
Menard Pressuremeter – GC	\$2500/wk	Interface Probe	\$60.00
Pile Load Test Instrumentation	\$500.00	Level D PPE	\$40.00
Pile Echo Tester	\$150.00	Methanol Soil Preservative Kit	\$30.00/ea
Hydraulic Ram Jack	\$70.00	Peristaltic Pump	\$40.00
Slope Inclinator	\$300.00	pH/Cond/Temperature	\$40.00
Arrowboard	\$120.00	Photo-Ionization Detector	\$200.00
Safety Cone	\$7.00/ea	Four Gas Monitor	\$80.00
48" Traffic Sign	\$35.00/ea	Water Level Meter	\$40.00
Ground Penetrating Radar (GPR)	\$550.00	Turbidity Meter	\$25.00
GPS Ashtech Mapper	\$90.00	Air Sampling Equipment	\$65.00
GPS Trimble	\$120.00	Bulk Sampling Equipment	\$50.00

## FEE SCHEDULE

### LABORATORY RATES

<u>Geotechnical</u>	<u>Per Test</u>	<u>Aggregates</u>	<u>Per Test</u>
Proctor – granular, D1557, D698	\$150.00	Aggregate Sieve Analysis, C136, MTM 109	\$75.00
Proctor – cohesive, D1557, D698	\$180.00	Loss-by-Wash, C117, MTM 108	\$55.00
Proctor – method C, 6" mold, add	\$70.00	Deleterious Materials, MTM 110	\$85.00
Maximum Index Density, D4253	\$210.00	Deleterious Materials, ASTM Methods	Quoted
Minimum Index Density, D4254	\$160.00	Percent Crushed, MTM 117	\$55.00
Sieve Analysis and LBW, D6913, D1140	\$130.00	Soundness, C88	\$400.00
Grain Size Distribution, Hydrometer, D422	\$195.00	L.A. Abrasion, C131	\$320.00
Specific Gravity, D854	\$95.00	Specific Gravity + Absorption, C127	\$200.00
Atterberg Limits, D4318	\$95.00	Specific Gravity + Absorption, C128	\$220.00
Soil pH, D4972	\$60.00	Unit Weight, dry-rodded, C29	\$125.00
Organic Content/Loss on Ignition, D2974	\$85.00	Organic Impurities in Fine Aggregate, C40	\$125.00
California Bearing Ratio (per pt), D1883	\$370.00	Sand Equivalent Value, D2419	\$225.00
Total Porosity, D854, D2216, D7263	\$120.00	Fine Aggregate Angularity, MTM 118	\$120.00
Density & Mst, D2216, D7263	\$40.00	Angularity Index, C1252	\$120.00
Natural Moisture, D2216	\$18.00	Flat and Elongated Particles, D4791	\$100.00
Unconfined Compression, D2166	\$70.00		
Shelby Tube - Visual Classification, D2488	\$60.00	<b><u>Concrete</u></b>	<b><u>Per Test</u></b>
Shelby Tube - Extrusion, D2488	\$40.00	Concrete Compression, per cylinder, C39	\$16.00
Direct Shear (up to 3 pts), D3080	\$650.00	Cylinder Molds (cyls. not molded by MTC)	\$2.50
Triaxial UU (up to 3 pts), D2850	\$700.00	Saw Cutting of Cylinders	\$15.00
Triaxial CU (up to 3 pts), D4767	\$1100.00	Core Compression (including saw cut), C42	\$55.00
Laboratory Vane Shear, D4648	\$95.00	Shotcrete cores (cut/comp. or spare), C1140	\$75.00
Consolidation, D2435, Method B	\$550.00	Splitting Tensile Strength, C496	\$60.00
Consolidation, D2435, Method A	Quoted	Beam Flexure, C293, C78	\$80.00
Permeability – Constant Head, D2434	\$260.00	Petrographic Services	Quoted
Permeability – Fall. Head, EM 1110-IV-1906	\$260.00	Shrinkage Test (3 specimens), C157	\$400.00
Permeability – Flex Wall, D5084	\$410.00	Concrete Core Absorption	\$60.00
Remolding of Samples, add	\$75.00	Potential ASR (Mortar Bar), set of 3, C1567, C1260	\$600.00
Soil Resistivity, G57	\$230.00		

*For special testing where a specific rate is not provided herein, fees will be based on laboratory technician and equipment hourly rate of \$100.00/hour with a 1 hour minimum charge.*

## FEE SCHEDULE

### LABORATORY RATES (continued)

<u>Masonry</u>	<u>Per Test</u>	<u>Rock Core</u>	<u>Per Test</u>
Grout Prism Compression, per prism, C1019	\$55.00	Unconfined Compression, D7012	\$170.00
Hyd. Cement Cube Compression, per cube, C109	\$17.00	Unconfined Compression w/ Strain, D7012	\$330.00
Compression of Concrete Block, per block, C140	\$130.00	Unconfined Comp. w/ Poisson Ratio, D7012	\$450.00
Linear Shrinkage Concrete Block, set of 3, C426	\$550.00	Slake Durability Index, D4644	\$220.00
Comp. of Concrete Block Prisms, per block, C1314	\$250.00	Point Load Strength, D5731	\$120.00
Moisture, Absorption, Net Area of Concrete Block, per block, C140	\$120.00	Rock Hardness by Rebound Hammer (10 Strikes), D5873	\$170.00
Brick Compressive Strength, Absorption, Saturation, IRA, Efflorescence, set of 15, C67	\$700.00	Indirect Tensile (per pt), D3967	\$65.00
<u>Bituminous Mixtures</u>	<u>Per Test</u>	<u>Steel</u>	<u>Per Test</u>
Mix Verification (extraction, sieve, LBW, crush), MTM 325, 108, 109, 117	\$300.00	Fireproofing Density Test, AWC Manual 12-A	\$65.00
Marshall Stability and Flow, per plug, D6927	\$95.00	Side Bends – Machine/bend, E190	\$130.00
Bulk Specific Gravity, per plug/core, D2726	\$95.00	Face/Root Bends – Machine/bend, E190	\$125.00
Molding Marshall Plugs, per plug, D6926	\$60.00	Plates and Supplies	Quoted
Theoretical Maximum Density (Rice), D2041	\$175.00	Welder Qualification	Quoted
Molding Gyratory Plugs, per plug, D6925	\$140.00	Tensile < 1" dia., A370	\$120.00
Preparation of Bituminous Core	\$20.00	Tensile > 1" dia., A370	\$150.00
Core Thickness, per core, D3549	\$25.00	Stress/Strain Curves Tensile	\$30.00
Moisture Content, D1461	\$60.00	Elongation, Reduction in Area, A370	\$50.00
		Jack Calibration	\$350.00
<u>Pipe</u>	<u>Per Test</u>		
ABS Truss Pipe Test, 8" – 15" dia., D2680	\$175.00		
PVC Pipe Test, 6" – 8" dia., D3034	\$200.00		

*For special testing where a specific rate is not provided herein, fees will be based on laboratory technician and equipment hourly rate of \$100.00/hour with a 1 hour minimum charge.*

**FEE SCHEDULE**

**SOIL TEST DRILLING SERVICES**

<u>Mob/Demob - 2-man crew:</u>	<u>CME55Track</u>	<u>Geoprobe</u>	<u>CME750</u>	<u>CME95</u>	<u>Marshmaster</u>
Within 30 mile radius	\$ 450.00	\$ 450.00	\$600.00	\$ 600.00	\$750.00
Outside 30 mile radius/mile/one-way	\$15.00	\$15.00	\$20.00	\$20.00	\$25.00

**Soil Test Drilling:**

Normal soil conditions (N<60), 5 ft interval SPT sampling	\$13.50/l.f.
Difficult soil conditions (N>59, rubble or cobbles), 5 ft interval SPT sampling	\$23.00/l.f.
Drilling surcharge for 50 to 75 ft depth	\$15.00/l.f.
Drilling surcharge for 75 to 100 ft depth	\$19.00/l.f.
All-terrain drill rig daily premium	\$300.00/day
NX Rock Coring, D2113	\$70.00/l.f.
Rock Core Setup Fee	\$275.00
Extra SPT samples, D1586	\$25.00/ea
Undisturbed thin-walled samples (Shelby tubes), D1587	\$65.00/attempt
Drilling through concrete or brick at surface (less than 10" thick)	\$16.00/in
Grout boring closed	\$8.00/l.f.
Well/Piezometer construction (not including material)	\$8.50/l.f.
Locking Protective Cover	\$150.00/ea
Flush Locking Protective Cover	\$150.00/ea
Steam Cleaner rental	\$175.00/day
55-gallon Drum (disposal not included)	\$60.00/ea
Bagged Materials (sand, bentonite, cement)	\$15.00/bag
Piezometer and well materials	Quoted
Per Diem (lodging and meals, 2-man crew)	\$220.00/day

*Drill crew rate per hour for special testing, borehole grouting, monitoring well construction, access, on-site setup, site clean-up, standby, water hauling or steam cleaning:*

<u>CME55</u>	<u>Geoprobe</u>	<u>CME750</u>	<u>CME95</u>	<u>Marshmaster</u>
\$220.00	\$200.00	\$240.00	\$250.00	\$350.00

*Drill crew access time may be charged if soft ground conditions, wooded areas, or other site conditions/restraints are encountered.*

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT FOR  
PROPERTY AND RIGHT-OF-WAY ACQUISITION SERVICES

WHEREAS:

1. The City of Wyoming periodically acquires properties or portions of properties for right-of-way and other miscellaneous reasons.
2. Wyoming recently requested proposals from local firms to provide these services on our behalf.
3. On December 10, 2015, the City received three (3) responses to its request for proposals for right-of-way and property acquisition services from local companies.
4. The firm Land Matters LLC submitted the most competitive proposal combined with qualified personnel for easement and right-of-way acquisition.
5. Land Matters LLC has previously performed said services for the City and is very familiar with the City's requirements and procedures.
6. It is in the best interest of the City of Wyoming to execute an Agreement with Land Matters LLC to perform the City of Wyoming's Property and Right-of-way Acquisition Services for 2016, 2017, and 2018.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Agreement with Land Matters LLC for Property and Right-of-way Acquisition Services.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 4, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Agreement  
Fee Schedule

Resolution No. \_\_\_\_\_

AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Wyoming, a municipal corporation of 1155 - 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 (hereinafter "City") and Land Matters LLC a corporation located at 0-11230 Tallmadge Woods Drive, Grand Rapids, Michigan 49534 (hereinafter "Consultant") the terms of which are as follows:

1. City hereby hires Consultant to provide Property and Right-of-way Acquisition services on behalf of City for the period of January 1, 2016, through December 31, 2018.
2. The work to be performed shall be in accordance with the proposal dated December 10, 2015.
3. Payment for services provided shall be made in accordance with the proposal and upon billing for work completed.
4. City may terminate the Agreement upon 30 days written notice.
5. Consultant is an independent contractor and City is hiring Consultant for professional services. All officers, agents and employees of Consultant shall at all times be considered employees of Consultant and not of the City.
6. This Agreement contains the entire Agreement between the parties and may not be modified except in writing by mutual consent.

CITY OF WYOMING

LAND MATTERS LLC

\_\_\_\_\_  
Jack Poll  
Mayor

\_\_\_\_\_  
Kelli A. VandenBerg,  
City Clerk

Approved:

  
\_\_\_\_\_  
Jack R. Shuiter  
City Attorney

## Insurance

Included in the back of this Proposal is our Certificate of Liability Insurance. The insurance requirements were not listed in the Request for Proposals, and if the City of Wyoming requires any other insurance or limits, Land Matters is willing and able to obtain additional insurance to comply with said requirements.

## Fee Schedule

Following is the Land Matters Hourly Rate Schedule. The hourly rates listed include labor, overhead, and profit. Please note that we have not modified our rate schedule with the City of Wyoming since 2010 and the following rates reflect the standard hourly rates that we are currently charging all clients, both public and private. These rates will be used the term of the As-Needed Contract with the City of Wyoming.

### Hourly Rates

Project Manager	\$ 95.00
Land Acquisition Agent	\$ 70.00 - \$ 85.00
Support Staff	\$ 55.00
Out-of-Pocket Expenses:	
Mileage	Federal Rate (currently \$0.575 / mile)
Copies	\$0.12 / legal \$0.10 /letter
Plotter Copies	\$ 2.50 - \$ 5.00
Title Commitments, Recording Fees, Postage, etc.	At cost
Sub consultants	5% - 10% carrying cost

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AWARD A BID TO QUANTUM CONSTRUCTION FOR THE  
REHABILITATION OF THE MAPLE TREE COURT POND

WHEREAS:

1. The Maple Tree Court pond is in the rear yards of homes and has slowly collected sediment deposited during rain events.
2. Due to the deposited sediment, contours of the pond have changed from the original design and the pond remains wet and unusable to the home owner for extended periods.
3. Wyoming does not have the proper equipment to work in the rear yards of the homes without creating other restoration issues, so the City bid the project for local contractors.
4. On December 22, 2015, the City of Wyoming received six (6) bids for the rehabilitation of the Maple Tree Court pond with Quantum Construction submitting a low bid in the amount of \$13,553.40, \$4,617.60 (25.4%) below the engineer's estimate.
5. The work can be financed out of the Local Street Fund with a budget amendment.

Construction Cost	\$13,553.40
Engineering & Contingencies	<u>\$ 2,446.60</u>
Project Cost	\$16,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for the Maple Tree Court Pond Rehabilitation to Quantum Construction in the amount of \$13,553.40.
2. The City Council hereby authorizes 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 January 4, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Budget Amendment  
Staff Report  
Bid Comparison



## Staff Report

Date: December 22, 2015  
Subject: Maple Tree Court Pond Rehabilitation - Award of Bid  
From: William D. Dooley, Director of Public Works  
Meeting Date: January 4, 2016

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### Recommendation:

Staff recommends awarding the bid for Maple Tree Court Pond Rehabilitation to Quantum Construction in the amount of \$13,553.40, 25.4% below the engineer's estimate.

### Sustainability Criteria:

Environmental Quality – Proper functioning detention basins clean the storm water prior to entering waters of the state and enhance the environment throughout the watershed.

Social Equity – The storm water system and its function are not influenced by social equity considerations.

Economic Strength – Providing a well maintained infrastructure will add to the economic strength of a community.

### Discussion:

On December 22, 2015, the City of Wyoming received six (6) bids for the Maple Tree Court Pond Rehabilitation project. Quantum Construction submitted the low bid of \$13,553.40 which is 25.4% below the engineer's estimate. The project will restore the pond to the original design grades and allow the proper function for the detention of storm water. Sediment removal and pond regrading will be the primary aspects of the project. The project cost is \$16,000 including Engineering and Contingencies, which can be financed equally out of the Local Street Fund.

It is recommended that the City Council award the Maple Tree Pond Rehabilitation project to Quantum Construction in the amount of \$13,553.40.

### Budget Impact:

Funds are available in the Local Street Fund but a budget amendment is necessary.

## Bid Comparison

**Contract ID:** 173.15  
**Description:** Maple Tree Pond Rehabilitation  
**Location:** Maple Tree Pond  
**Projects(s):** 173.15

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$18,171.00	34.06%	0.00%
1	(17) QUANTUM CONSTRUCTION CO.	\$13,553.40	0.00%	-25.41%
2	(00220) MONTGOMERY EXCAVATING	\$17,216.00	27.02%	-5.25%
3	(06512) Sietsema Bros. Excavators, Inc.	\$19,500.01	43.87%	7.31%
4	(04911) Katerberg-Verhage, Inc.	\$20,900.00	54.20%	15.01%
5	(5) Nagel Construction	\$21,382.00	57.76%	17.67%
6	(02436) Diversco Construction Company, Inc.	\$22,352.00	64.91%	23.00%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) QUANTUM CONSTRUCTION CO.		(2) MONTGOMERY EXCAVATING	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LS	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
	MOBILIZATION								
0002	1035	11.1	SY	\$10.00	\$111.00	\$34.00	\$377.40	\$20.00	\$222.00
	REMOVE SIDEWALK								
0003	1130	25	Lft	\$75.00	\$1,875.00	\$68.00	\$1,700.00	\$90.00	\$2,250.00
	REMOVE, SALVAGE AND RELAY EXISTING STORM SEWER								
0004	4012	3	SY	\$30.00	\$90.00	\$95.00	\$285.00	\$333.00	\$999.00
	RIP-RAP OVER FILTER FABRIC								
0005	6016	1	LSUM	\$7,500.00	\$7,500.00	\$2,850.00	\$2,850.00	\$1,800.00	\$1,800.00
	REGRADE EXISTING POND								
0006	6021	58	Lft	\$20.00	\$1,160.00	\$12.00	\$696.00	\$55.00	\$3,190.00
	EXCAVATE FLAT BOTTOM DITCH 3'								
0007	6270	100	SF	\$5.00	\$500.00	\$8.00	\$800.00	\$3.00	\$300.00
	CONCRETE SIDEWALK, 4"								
0008	6298	40	LF	\$15.00	\$600.00	\$20.00	\$800.00	\$107.00	\$4,280.00
	UNDERDRAIN 4" PERFORATED WITH SOCK								
0009	7005	500	SY	\$6.00	\$3,000.00	\$8.25	\$4,125.00	\$3.60	\$1,800.00
	TOP SOIL 4" SCREENED								
0010	7015	500	SY	\$2.50	\$1,250.00	\$0.80	\$400.00	\$1.00	\$500.00
	CLASS A SEED HYDRO-MULCH								
0011	7020	45	SY	\$5.00	\$225.00	\$10.00	\$450.00	\$3.00	\$135.00
	MULCH BLANKET								
0012	7022	120	LF	\$3.00	\$360.00	\$2.25	\$270.00	\$2.00	\$240.00
	SOIL EROSION SILT FENCE								
<b>Bid Totals:</b>					<b>\$18,171.00</b>		<b>\$13,553.40</b>		<b>\$17,216.00</b>

Line	Pay Item Code	Quantity	Units	(3) Sietsema Bros. Excavators, Inc.		(4) Katerberg-Verhage, Inc.		(5) Nagel Construction	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000 MOBILIZATION	1	LS	\$3,381.42	\$3,381.42	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00
0002	1035 REMOVE SIDEWALK	11.1	SY	\$67.75	\$752.03	\$20.00	\$222.00	\$20.00	\$222.00
0003	1130 REMOVE, SALVAGE AND RELAY EXISTING STORM SEWER	25	Lft	\$200.00	\$5,000.00	\$105.00	\$2,625.00	\$50.00	\$1,250.00
0004	4012 RIP-RAP OVER FILTER FABRIC	3	SY	\$230.00	\$690.00	\$90.00	\$270.00	\$85.00	\$255.00
0005	6016 REGRADE EXISTING POND	1	LSUM	\$2,030.00	\$2,030.00	\$10,598.00	\$10,598.00	\$4,400.00	\$4,400.00
0006	6021 EXCAVATE FLAT BOTTOM DITCH 3'	58	Lft	\$8.62	\$499.96	\$7.50	\$435.00	\$60.00	\$3,480.00
0007	6270 CONCRETE SIDEWALK, 4"	100	SF	\$7.00	\$700.00	\$5.00	\$500.00	\$8.00	\$800.00
0008	6298 UNDERDRAIN 4" PERFORATED WITH SOCK	40	LF	\$26.80	\$1,072.00	\$15.00	\$600.00	\$25.00	\$1,000.00
0009	7005 TOP SOIL 4" SCREENED	500	SY	\$6.40	\$3,200.00	\$4.65	\$2,325.00	\$5.00	\$2,500.00
0010	7015 CLASS A SEED HYDRO-MULCH	500	SY	\$3.40	\$1,700.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00
0011	7020 MULCH BLANKET	45	SY	\$3.88	\$174.60	\$5.00	\$225.00	\$3.00	\$135.00
0012	7022 SOIL EROSION SILT FENCE	120	LF	\$2.50	\$300.00	\$5.00	\$600.00	\$7.00	\$840.00
<b>Bid Totals:</b>					<b>\$19,500.01</b>		<b>\$20,900.00</b>		<b>\$21,382.00</b>

Line	Pay Item Code	Quantity	Units	(6) Diversco Construction Company, Inc.		Bid Price	Total	Bid Price	Total	Bid Price	Total
				Bid Price	Total						
0001	1000	1	LS			\$5,400.00	\$5,400.00		\$0.00		\$0.00
	MOBILIZATION										
0002	1035	11.1	SY			\$20.00	\$222.00		\$0.00		\$0.00
	REMOVE SIDEWALK										
0003	1130	25	Lft			\$40.00	\$1,000.00		\$0.00		\$0.00
	REMOVE, SALVAGE AND RELAY EXISTING STORM SEWER										
0004	4012	3	SY			\$80.00	\$240.00		\$0.00		\$0.00
	RIP-RAP OVER FILTER FABRIC										
0005	6016	1	LSUM			\$5,000.00	\$5,000.00		\$0.00		\$0.00
	REGRADE EXISTING POND										
0006	6021	58	Lft			\$20.00	\$1,160.00		\$0.00		\$0.00
	EXCAVATE FLAT BOTTOM DITCH 3'										
0007	6270	100	SF			\$7.00	\$700.00		\$0.00		\$0.00
	CONCRETE SIDEWALK, 4"										
0008	6298	40	LF			\$15.00	\$600.00		\$0.00		\$0.00
	UNDERDRAIN 4" PERFORATED WITH SOCK										
0009	7005	500	SY			\$10.00	\$5,000.00		\$0.00		\$0.00
	TOP SOIL 4" SCREENED										
0010	7015	500	SY			\$3.00	\$1,500.00		\$0.00		\$0.00
	CLASS A SEED HYDRO-MULCH										
0011	7020	45	SY			\$2.00	\$90.00		\$0.00		\$0.00
	MULCH BLANKET										
0012	7022	120	LF			\$12.00	\$1,440.00		\$0.00		\$0.00
	SOIL EROSION SILT FENCE										
<b>Bid Totals:</b>							<b>\$22,352.00</b>				

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH THE AWARD OF BID BY THE  
MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE  
CONSTRUCTION OF A NON-MOTORIZED TRAIL CONNECTING THE INTERURBAN  
TRAIL TO THE KENTWOOD EAST-WEST TRAIL

WHEREAS:

1. The City of Wyoming has entered into an Agreement with the Michigan Department of Transportation (MDOT) for the construction of a new non-motorized trail connecting the Wyoming Interurban trail to Division Avenue and the Kentwood East-West trail south of 50<sup>th</sup> Street.
2. On December 4, 2015, MDOT received five (5) bids for the trail project with the low bid being submitted by C L Trucking & Excavating, LLC, in the amount of \$85,959.10.
3. The bid is \$6,628.60 (8.3%) over the Engineer's estimate, and is mostly attributable to the increased price of asphalt pavement for the new trail surface.
4. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$31,926.
5. The project total, including preliminary engineering, right-of-way acquisition, construction costs and construction engineering/testing, is estimated to total \$60,000 which can be financed out of the Capital Improvement Fund Account No. 400-441-50200-972.502, Interurban Connector Trail project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with MDOT in awarding the bid to C L Trucking & Excavating, LLC, for the Interurban Connector Trail project.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 4, 2016.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE PAYMENT  
TO MISS DIG SYSTEM, INC.

WHEREAS:

1. As detailed in the attached Staff Report, Miss Dig System, Inc. notification system allows the City to properly mark its utilities to prevent damage and service disruption.
2. It is recommended that the City Council authorize the annual payment in the total amount of \$9,045.39 for the 2016 calendar year to Miss Dig System, Inc.
3. Funds for the fees are budgeted in the Street, Sewer and Water Other Services account numbers: 202-441-47400-956000, 590-441-54200-956000 and 591-441-56700-956000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the annual payment to Miss Dig System, Inc. in the total amount of \$9,045.39.
2. The City Council authorizes the City Manager to execute future renewals in accordance with budget authorization.

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 January 4, 2016.

ATTACHMENTS:  
Staff Report  
Invoice

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: December 21, 2015  
SUBJECT: Miss Dig System, Inc. Invoice Payment Authorization  
FROM: Aaron Vis, Assistant Director of Public Works - Maintenance  
Date of Meeting: January 4, 2016

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### RECOMMENDATION:

It is recommended that the City Council authorize payment of the Miss Dig System, Inc. invoice of \$9,045.39 for the City's mandatory participation in the Miss Dig utility notification system for the 2016 calendar year. The Miss Dig notification system allows the City to properly mark its utilities to prevent damage and service disruption.

### SUSTAINABILITY CRITERIA:

#### Environmental Quality

Proper marking of the City's infrastructure limits the potential for environmental damage associated with digging and breaking of an unmarked utility service such as a sanitary sewer line.

#### Social Equity

Proper utility marking limits the potential for loss of service to all City residents. Additionally, it ensures that those performing excavating services can do so in a reasonably safe manner. Utility marking occurs throughout the City without regard to income level or socio-economic status.

#### Economic Strength

The accurate marking of the City's infrastructure limits the potential for costly repairs and service disruption that could occur as a result of an improperly marked utility.

### DISCUSSION:

The Miss Dig System is the utility notification system for the State of Michigan as legislated through Public Act 174 of 2013 (Miss Dig Underground Facility Damage Prevention and Safety Act). It is designed to provide excavators and the general public the ability to request underground utility locations with a single call or electronic order. Miss Dig is a not-for-profit independent company that processes this requested information and passes it along to affected utilities for proper utility marking. Miss Dig does not perform the actual utility marking.

For Wyoming, the affected utilities include: electric for street lighting, traffic signal wiring, fiber optic cables, sanitary sewer system, storm sewer system, and water distribution system (including transmission lines and water services). Once City staff receives the staking request,

appropriate marking of the potentially impacted utilities occurs. Staking request response times range from emergency (within three hours) to normal (within three days).

The Miss Dig system is free for those requesting locating services and is funded by member agencies such as the City of Wyoming. The fee consists of four components:

- **Monthly Membership Fee.** This fee is based on the population of the City of Wyoming and the number of utilities that need to be marked. For the 2016 calendar year, this monthly fee is \$653.12 or an annual fee total of \$7,837.44.
- **Education Fee.** The Miss Dig System Education Fee is used to educate members, contractors and homeowners. This fee is based on the annual membership fee, and totals \$500.00.
- **Annual Maintenance Fee for Databases on the System.** This fee is based on the number of databases for utilities that the City has listed within the Miss Dig system and totals \$515.20.
- **Annual Maintenance Fee for Remote Member Accesses on the System.** This fee is based on the number of accounts that the City has within the system that grants staff the ability to modify, update and respond to Miss Digs. This annual fee is \$192.75.

As the economy has improved, the City has seen an increase in the number of requested utility location stakings. The chart below depicts the annual staking requests since 2008. Each request is generally for between three and six utilities, resulting in an approximate average of 25,000 utility markings per year over the past three years.



Public Act 174 of 2013 repealed Act 53 of 1974 (Protection of Underground Facilities Act). The new act requires more response information and consumes more City resources than the repealed act did. Currently, Miss Dig stakings are conducted by both permanent part time and full time staff depending on the number of requests and day of the week.

**BUDGET IMPACT:**

Sufficient funds are available in the street, sewer and water other services account numbers: 202-441-47400-956.000, 590-441-54200-956.000, and 591-441-56700-956.000.

**MISS DIG System, INC.**  
**3285 LAPEER ROAD WEST**  
**AUBURN HILLS, MI 48326**  
**[248-379-6400]**

# Invoice

Date	Invoice #
11/25/2015	20160784

Bill To

**WYOMING CITY**  
**ATTN: PUBLIC WORKS DEPT.**  
**2660 BURLINGAME AVE., SW**  
**WYOMING, MI 49509-0905**

ID CODE	P.O. No.	Terms	EMAIL
200WYO		Net 30	

Description	Qty	Rate	Amount
MISS DIG Monthly Membership fee for calendar year 2016	12	653.12	7,837.44
Education Fee for 2016	1	500.00	500.00
Annual Maintenance fee for Databases on the System	10	51.52	515.20
Annual Maintenance fee for Remote Member Accesses on the System	5	38.55	192.75
<b>Total</b>			<b>\$9,045.39</b>

This invoice is due no later than 30 days from date of invoice. Interest rate at the rate of 1 1/2 % per month, 18% per annum will be charged on past due accounts.