

AGENDA
CITY COUNCIL REGULAR BUSINESS MEETING
CITY OF BRIGHTON
AUGUST 4, 2016 - 7:30 P.M.
CITY HALL COUNCIL CHAMBERS
200 NORTH FIRST STREET
BRIGHTON, MICHIGAN
TELEPHONE: 810-227-1911 WEBSITE: www.brightoncity.org

Business Meeting - 7:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Consider Approval of the Agenda

Consent Agenda Items

5. Approval of Minutes: [Study Session of July 21, 2016](#)
6. Approval of Minutes: [Regular Meeting of July 21, 2016](#)
7. Approval of Minutes: Closed Session of July 21, 2016

Correspondence

8. Call to the Public
9. Information for City Customers
10. Receive Updates from Council Member Liaisons to other Boards and Commissions

New Business

11. [Consider Approval of Participation in the Michigan Intergovernmental Trade Network \(MITN\) and Procurement Template](#)
12. [Consider Approval of Tetra Tech Contract Amendment #351 in the Amount of \\$30,500 for UMHS Plan Reviews and Related Permits](#)

Other Business

13. Call to the Public
14. Closed Session Pursuant to MCL 15.268(C), for Strategy Session Connected with the Negotiation of a Collective Bargaining Agreement
15. Possible Action as a Result of Closed Session
16. Adjournment

MINUTES OF THE STUDY SESSION OF THE CITY COUNCIL OF BRIGHTON
HELD ON JULY 21, 2016 AT THE BRIGHTON CITY HALL
200 N. 1ST STREET, BRIGHTON, MICHIGAN

STUDY SESSION

The Council conducted a Study Session at 6:30 p.m.

Present were Mayor Muzzin, Mayor Pro-Tem Pipoly, Councilmembers Bohn, Pettengill, Tobbe, Gardner, Emaus, and staff: Manager Geinzer, Finance Director Gomolka, Utilities Director Krugh, DPW Director Dave Blackmar, Human Resources/Deputy Clerk Burke, Clerk Stewart, Chief Wightman, Attorney Burns and an audience of 4. Noe Hernandez from the Press & Argus was also present.

RECREATION UPDATE

Ken Stahl from Brighton Area Schools gave a presentation about, BARC, the new afterschool, community program that is providing services to the Brighton area.

ADJOURNMENT

It was moved by Councilmember Bohn and seconded by Pettengill to adjourn the meeting at 7:02 p.m. Motion passed 7-0.

Pamela Stewart, City Clerk

James Muzzin, Mayor

MINUTES OF THE MEETING OF THE CITY COUNCIL OF BRIGHTON
HELD ON JULY 21, 2016 AT THE BRIGHTON CITY HALL
200 N. 1ST STREET, BRIGHTON, MICHIGAN

REGULAR SESSION

Mayor Muzzin called the regular meeting to order at 7:29 p.m. Following the Pledge of Allegiance, the roll was called. Present were Mayor Muzzin, Mayor Pro-Tem Pipoly, Councilmembers Bohn, Tobbe, Gardner, Emaus, and Pettengill. Also in attendance were Attorney Burns, and Staff members: City Manager Geinzer, Police Chief Wightman, Human Resources/Deputy Clerk Burke, Finance Director Gomolka, Clerk Stewart, DPW Director Blackmar, Utilities Director Krugh, and an audience of 1.

Press and media included Noe Hernandez from the Press & Argus and Tom Tolen from WHMI.

AGENDA APPROVAL

It was moved by Mayor Pro Tem Pipoly, seconded by Tobbe to approve the agenda.

Motion passed 7-0.

CONSENT AGENDA

It was moved by Councilmember Gardner seconded by Emaus to approve the Consent Agenda.

The following items were approved:

Approved Minutes: Study Session of July 7, 2016

Approval of Minutes: Regular Meeting of July 7, 2016

Approved Closed Session Meeting Minutes of July 7, 2016

Motion passed 7-0.

CALL TO THE PUBLIC

Mayor Muzzin opened the Call to the Public at 7:31 p.m. Hearing and seeing none the Call to the Public was closed at 7:31 p.m.

CITY CUSTOMER INFORMATION AND BOARD UPDATES

Manager Geinzer talked about the Explorers camp, mentioned BARC the new Brighton Area Recreation Connection (sign ups available at www.brightoncommunityed.com), and the upcoming sidewalk bid. He asked that the community notify the City of areas of concern.

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Councilmember Tobbe mentioned new programs from the BACC featuring up-and-coming artist.

Councilmember Pettengill reported that the new restrooms had been well received.

Councilmember Gardner mentioned that a sign could be added to ensure all residence know of the new bathrooms.

Mayor Muzzin mentioned the Taste of Brighton event and that the Brighton Area Fire millage was coming for a vote on Aug 2.

TRANSFER OF CLASS C & SDM LIQUOR LICENSE FOR 503 W. GRAND RIVER

Approved Resolution 16-10 request by Main Street Ventures to sell alcohol at 503 W. Grand River Avenue in accordance with the City of Brighton code of ordinances 6-31 through 6-41.

It was moved by Mayor Pro Tem Pipoly and seconded by Tobbe to approve Resolution.

Roll call vote: Yes (Gardner, Muzzin, Pettengill, Pipoly, Tobbe, Bohn, Emaus) No (none)

Motion passed 7-0.

BID FOR PAVEMENT MAINTENCE

A bid for pavement repair was presented to the Council. Discussion of some of the line items and the cost of sealing was held.

It was moved by Mayor Pro Tem Pipoly supported by Gardner to approve the bid amount of \$86,982.28.

Motion passed 7-0.

CALL TO THE PUBLIC

Mayor Muzzin opened the Call to the Public at 7:52 p.m. Hearing and seeing none the Call to the Public was closed at 7:52 p.m.

CLOSED SESSION PURSUANT TO MCL 15.268 (C)

Mayor Pro Tem Pipoly moved to go into Closed Session and was seconded by Tobbe at 7:53 p.m. for a strategy session connected with the negotiation of a collective bargaining agreement pursuant to MCL15.268(C)

A roll call vote was taken. Yes: Muzzin, Pipoly, Gardner, Emaus, Pettengill, Tobbe, Bohn. No: none.

Motion passed 7-0.

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It was moved by Mayor Pro Tem Pipoly, seconded by Tobbe to come out of closed session at 7:55 p.m.

PENDING NEGOTIATIONS CLOSED SESSION ACTION

It was moved by Councilmember Bohn, seconded by Pipoly to approve the proposed labor wage reopener contract changes for the Patrol Officers Collective Bargaining Unit, as contained in the tentative agreement presented and to authorize the Mayor and City Clerk to execute the collective bargaining agreement incorporating such changes.

Motion passed 7-0.

ADJOURNMENT

It was moved by Mayor Pro Tem Pipoly and seconded Emaus to adjourn the meeting at 7:58 p.m.

Motion passed 7-0.

Pamela Stewart, City Clerk

James Muzzin, Mayor



CITY OF BRIGHTON
REPORT FROM THE CITY MANAGER TO CITY COUNCIL
AUGUST 4, 2016

SUBJECT: CONSIDER APPROVAL OF PARTICIPATION IN THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK (MITN) AND PROCUREMENT TEMPLATE

ADMINISTRATIVE SUMMARY

- [MITN](#) is a regional purchasing community wherein local government agencies throughout Michigan utilize the power of a purchasing group for bid and vendor management. There is no cost to be a member of MITN.
- The MITN purchasing group provides a way for local government agencies in Michigan to more effectively notify vendors of RFP and bid opportunities, while using shared resources to increase efficiency and reduce costs. The procurement solution delivers suppliers a centralized online location to view and receive Michigan RFPs and bid opportunities from over [150 Michigan local government agencies](#).
 - Members Include
 - Livingston County
 - Sterling Heights
 - Rochester Hills
 - Farmington Hills
 - Birmingham
 - Many More...
- Local agencies that join the MITN Purchasing Group increase vendor competition and efficiency in bid distribution.
- The MITN regional purchasing community uses a BidNet procurement platform, which will improve the City's ability to efficiently procure products and services and reach vendors.
- Upon execution, MITN will facilitate a press release and a letter will be sent to all existing City of Brighton vendors.
- A new procurement template (attached) has been created that will be used for future request for bids, proposals, etc. where appropriate. The template will need some modifications as appropriate to the product or service being procured.
- MITN membership and bylaws, BidNET agreement, and the Procurement Template have all been reviewed and accepted by the City Attorney.
- Manager Geinzer has over eight (8) years of experience using MITN for RFPs/Bids big and small with great success.

RECOMMENDATION

It is the recommendation of staff that City Council authorize staff to proceed with MITN membership, execute all necessary membership agreements, and approve the attached procurement language, as may be amended time-to-time.

Prepared by: Gretchen M. Gomolka, Finance Director

Approved by: Nate Geinzer, City Manager

AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as “the Agreement”) are City of Brighton (hereinafter referred as the “Participating Organization”) and International Data Base Corp., doing business under the trade name BidNet, a legally incorporated body having its principal place of business at 15 British American Boulevard, Latham, NY 12210 (hereinafter referred to as “BidNet”)

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, BidNet has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services for the Michigan Inter-governmental Trade Network (hereinafter referred to as “MITN”)

WHEREAS the Participating Organization wishes to join MITN and benefit from the services provided by BidNet;

THE PARTIES AGREE:

1. Description of Services:

- 1.1. System Membership: The Participating Organization has agreed to join MITN. It is understood that BidNet will provide the Participating Organization with access to MITN.
- 1.2. Promotion of System Name: To avoid confusion with the Participating Organization staff and supplier community, the Participating Organization agrees that any endorsement or advertising it may do internally or externally, will promote MITN.

2. **Term of Agreement:** This Agreement shall become effective on the date of execution for an initial term of thirty-six (36) months (the “Initial Term”). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.

3. Payment for Services:

3.1 Participating Organization Fees:

- 3.1.1. Subscription Fees: There will be no subscription fees incurred by the Participating Organization under this Agreement.
- 3.1.2. Mailing Fees: BidNet will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers for new members.

- 3.1.3. **Programming Fees:** The Participating Organization agrees to use MITN on an “as is” basis. Any customized work to the system requested by the Participating Organization shall be made available on a time and material basis.
- 3.1.4. **Surplus Auction Fees:** Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to BidNet for items sold.

3.2 Supplier Registration Fees:

- 3.2.1. **Basic Service:** This option gives suppliers access to search for documents of interest for all Participating Organizations actively using MITN at no charge, but requires them to remember to login frequently to ensure they catch opportunities before they close. This includes bids, addendums and awards.
 - 3.2.2. **Optional Value Added Service:** Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on MITN that matches their profile. The fee for the optional service is \$89.95 for one year or \$149.95 for two years.
 - 3.2.3. **In the event of a price decline, contract renewal or should BidNet at any time, during the life of this agreement, sell the same service(s) at prices below those stated herein, BidNet will immediately extend such lower prices to the MITN membership. Exclusions include; current systems pricing and previous contractual obligations.**
4. **Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.
 5. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
 6. **Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
 7. **Governing Law:** This Agreement shall be governed by the laws of the State of Michigan.
 8. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
 9. **Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by BidNet in connection of this Agreement, will be the exclusive property of BidNet. The Participating Organization supplier database is not subject to this work product ownership provision and remains the property of the Participating Organizations and upon written notice BidNet will transmit the database to the Participating Organizations in an ODBC compliant format within twenty (20) business days.
 10. **Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access to MITN. Sharing of usernames and passwords is strictly prohibited.

- 11. Warranty:** BidNet shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to BidNet on similar projects.
- 12. Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
- 13. Liability and Indemnity:** BidNet agrees to protect, defend, reimburse, indemnify and hold each MITN member, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or any claims based on a contention with the MITN system or any infringes on patents, copyrights or intellectual property or in the performance, non performance or purported performance of the work or services or breach of the terms hereof, except when a MITN member is solely at fault.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

City of Brighton
200 North First Street
Brighton, MI 48116

SourceSuite by BidNet[®], a division of
INTERNATIONAL DATA BASE CORP.

Name: _____

Name: Dan Ansell

Title: _____

Title: Vice President

Date: _____

Date:

Signature: _____

Signature:

Michigan Inter-governmental Trade Network



By-Laws



1. The founding nine members are Cities of Birmingham, Dearborn, Farmington Hills, Rochester Hills, Royal Oak, Sterling Heights, Troy, Warren and the County of Livingston. The founding members will form the MITN steering committee.
2. Each member shall have one vote and a simple majority is required. At any meeting a quorum shall consist of at least five (5) steering committee members after notification to all nine (9) founding members.
3. Each participant of MITN must be a public entity. The steering committee will review and vote on additions and removals of participants in the MITN system.
4. These by-laws may be amended at any meeting provided a two-thirds majority vote is rendered.
5. Participants may submit improvement suggestions to any MITN steering committee member for review and consideration. Upon approval by the steering committee the suggestion will be forwarded to BidNet for consideration and implementation.
6. The user agency agrees to use the MITN system as the primary mechanism for solicitation of ITB's, RFP's, RFQ's, RFI's and SOQ's. Failure to adhere to this requirement may cause removal from the system. Each agency will promote the MITN system to the vendor community.
7. The steering committee reserves the right to remove any member from the MITN system who is found to be in violation of the MPPOA Code of Ethics and/or the terms and conditions of the BidNet agreement and the MITN By-Laws
8. The By-Laws will be accepted and signed by the chief procurement official or designee of the user agency and provided to the designated MITN agency.

PARTICIPATING AGENCIES

CITY OF BIRMINGHAM
Finance Department
(248) 644-1800 ext. 319
www.ci.birmingham.mi.us

CITY OF DEARBORN
Purchasing Division
(313) 943-2375
www.cityofdearborn.org

CITY OF FARMINGTON HILLS
Purchasing Division
(248) 473-9528
www.ci.farmington-hills.mi.us

LIVINGSTON COUNTY
Purchasing Department
(517) 552-2316
www.co.livingston.mi.us

CITY OF ROCHESTER HILLS
Purchasing Division
(248) 841-2538
www.rochesterhills.org

CITY OF ROYAL OAK
City Manager's Office
(248) 246-3202
www.ci.royal-oak.mi.us

CITY OF STERLING HEIGHTS
Purchasing Division
(586)446-2740
www.sterling-heights.net

CITY OF TROY
Purchasing Department
(248) 524-3576
www.ci.troy.mi.us

CITY OF WARREN
Purchasing Division
586-574-4639
www.cityofwarren.org

Signed and accepted: _____
Name/Title

Agency Name: _____

Date: _____



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INVITATION TO BID

ITB: #itb-cob-16-01

ITEM: Demolition of 1517 Whispering Oaks

DEADLINE: Tuesday, June 7, 2016, 10:00 a.m. E.D.T.

PREBID MEETING: MANDATORY,

QUESTIONS: All questions must be submitted via email

1. SUBMISSION AND RECEIPT OF BID

To be considered, bids shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** The City of Brighton reserves the right to postpone the opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the Brighton City Clerk. All bids shall be labeled with the ITB number, item, as well as the aforementioned deadline date/time and the vendor name and address on the outside of the envelope. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **No faxed or emailed bids will be accepted.**

2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City of Brighton reserves the right to accept any item in the bid. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City of Brighton reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response. The City of Brighton appreciates efforts to the reduce waste. **When possible, responses should be printed double-sided to reduce paper use.**

3. OFFICIAL DOCUMENTS

The City of Brighton officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of documents obtained from any other source are not considered official copies.** Only those vendors who obtain documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy and any addenda. The City of Brighton also reserves the right to use any other method of distributing bid information, however, any additional method of distribution will also direct vendors to MITN.

The City of Brighton shall accept NO CHANGES to the bid document made by the Vendor unless those changes



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are set out in the “Exceptions” provision of the Authorized Version of the bid document. It is Vendor’s responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the City of Brighton to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Brighton to the Authorized Version of the bid, and that Vendor fails to accept the award, the City of Brighton may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that document appearing on the MITN with amendments and updates.

The City of Brighton officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of documents obtained from any other source are not considered official copies.** Only those vendors who obtain documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy and any addenda.

4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof is valid only if given by the City Manager. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the City Manager. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid will be posted to MITN. It shall be the bidder’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. The City will post any and all addenda to these bid documents at least three (3) days prior to bid closing, except in cases of emergency.

6. SPECIFICATIONS

Unless otherwise stated by bidder, the bid will be considered as being in strict accordance with the City’s applicable standard specifications, and any special specifications outlined in the document. Reference to a particular trade name, manufacturer’s catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

7. ALTERNATES

Bidders are cautioned that any alternate bid, unless requested, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City Manager, may result in rejection of the bid.



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8. PRICING

Prices shall be stated in units of quantity specified in the Document. In case of a discrepancy in computing the amount of the bid, the unit price will govern.

9. TAXES, TERMS AND CONDITIONS

The City of Brighton & all agencies listed in this request are exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> The City's tax number is 38-6004526. General payment terms are Net 30 days upon receipt of goods and/or invoice for services, including progress payments(unless otherwise stated below). Cooperative members will provide their tax-exempt status as required by the awarded vendor.

10. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid, as may be reasonably necessary.

11. DELIVERY

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday, excluding holidays.

12. AWARD

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received.

13. WITHDRAWAL OF BID

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the City may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim. The City may, in its discretion, award the contract to the next qualified bidder, and the error by the initial bidder may be subject to penalties for default set forth in Section 18, below.

14. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee. The Contractor shall release, indemnify and hold the City, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.



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15. SAMPLES

Generally, when required, samples will be specifically requested in the Request for Bids. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror request, transportation collect.

16. NON-COLLUSION

By signing the bid the offeror certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.

17. CANCELLATION

Unless otherwise stated in the additional terms and conditions listed in the ITB, any contract entered into as a result of this bid may be canceled by the City upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating agency may cancel its participation upon 30 days written notice. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of the City to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

18. DEFAULT AND REMEDIES

Any of the following events shall constitute cause for the City of Brighton to declare Contractor in default of the contract:

- A. Nonperformance of contractual requirements
- B. A material breach of any term or condition of this contract.

Please note, The City of Brighton shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the City of Brighton may do one or more of the following:

- A. Exercise any remedy provided by law;
- B. Terminate this contract and any related contracts or portions thereof; or
- C. Suspend contractor from receiving future bid solicitations.

19. LAWS AND REGULATIONS

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

20. GOVERNING LAW

This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the participating entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in Livingston County Circuit Court.



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21. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the City of Brighton.

22. NONDISCRIMINATION

The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting agencies, upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual agency's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the agencies to insure that subcontractors and vendors are bound by this provision.

23. SEVERABILITY

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

24. FORCE MAJEURE

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Brighton may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. BID PREPARATION COSTS

The City of Brighton is not liable for any costs incurred by the offeror in bid preparation.

26. CONFLICT OF INTEREST

The City of Brighton Charter requires that "no contract or purchase involving an amount in excess of one hundred dollars shall be made by the city in which any elective or appointive officer or any member of his family has an pecuniary interest, direct or indirect" unless the conflict is disclosed and approved by unanimous vote of the City Council. Brighton City Charter, Section 5.13.

In order to determine whether your company presents any potential conflict of interest with respect to the award of the subject contract, on a separate piece of paper, please disclose any familial or business relationships you have with any current or former employee, agent, consultant, officer or elected or appointed official of the City of Brighton, or others who are or have been within the past year, in a decision making position with the City of Brighton, and who may be able to grant favorable treatment with respect to being awarded this contract. Please disclose the full nature and extent of your relationship, for review by City Council regarding Charter compliance.

27. INDEPENDENT CONTRACTOR

The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to



CITY OF BRIGHTON

Address: 200 North First Street, Brighton, MI 48116
Phone: 810-227-1911
Web: www.brightoncity.org

bind the City of Brighton or the respective agencies to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City of Brighton or participating agencies, except as expressly set forth herein.

28. NON-IRAN LINKED BUSINESSES

By the **AUTHORIZATION/ACCEPTANCE OF SPECIFICATIONS** below, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an “Iran linked business,” as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.”

29. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to The City of Brighton. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

- A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- C. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Brighton, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming The City of Brighton as additional insured, coverage afforded is considered to be primary and any other insurance The City of Brighton may have in effect shall be considered secondary and/or excess.
- E. Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: The City of Brighton, Attention Finance Director, 200 North First Street, Brighton, MI, 48116.
- F. Proof of Insurance Coverage: The Contractor shall provide The City of Brighton, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for



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additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

- G. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to The City of Brighton at least ten (10) days prior to the expiration date.

30. GENERAL SCOPE OF WORK

- A. The City will contract for the demolition of the home & Garage/Accessory Building at 1517 Whispering Oaks. Price will include all concrete slabs, foundations, basement walls, etc. will be removed and disposed at a licensed landfill. Clean fill dirt will be brought to the site to level and return the site to grade top with top soil and seed.
- B. Before work commences the selected contractor will review the site with the City to determine the issues and routing of vehicles during removal of the structure.
- C. A Mandatory Pre-bid meeting at the site will be held to provide an opportunity for interested contractors to visit the site and become familiar with the proposed structures and any issues related to complete this job within the specified time frame. All contractor's interested in bidding must attend in order for their bid to be accepted.
- D. As the City is not a state contractor, all contractors attending the pre-bid meeting must provide a Certificate of Insurance meeting the requirements of Section 29, above, at least five business days prior to the pre-bid meeting or else be disqualified.
- E. Traffic control measures will be used to allow resident access to abutting properties. The site will be maintained in a neat, orderly and safe condition at the end of each work day. Any residual soil spilled on the roadways around the property will be swept clean.
- F. Awarded Contractor is responsible for obtaining City permits & inspections, but fees will be waived.

31. SCHEDULE

Upon receipt of purchase order to commence work, the contractor will begin work within () business days and complete all aspects of this bid within () business days. Failure to adhere to these guidelines will be considered for future business with the City.

32. MINIMUM SPECIFICATIONS

- A. A permit for demolition shall be obtained from the Livingston County Building Department, and another entity having jurisdiction. The demolition contractor shall be licensed by the State of Michigan and present a current original license to the City of Brighton. Resident's Building License Maintenance and Alteration Contractor License shall pay all permit fees and all performance bonds required by any authority having jurisdiction, including but not limited to the City of Brighton. All demolition and debris removal shall be completed within 7 days of the start of work.
- B. Demolition contractor responsible to get all wrecking clearances from ALL utility companies (Water, Sewer, Gas & Electric) which have provided service to the property.
- C. Removal and capping of any plumbing lines must be made to the approval and specification of the City of



CITY OF BRIGHTON

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Brighton Utilities Division. It is the contractor's responsibility to make certain that the protection of the City of Brighton Utilities is on site during this process. The contractor performing this work must be licensed in the State of Michigan and Brighton County. Please contact Brighton Utilities Director, Tim Krugh, at 810-227-1911 for more information. For more information, please call at any specific time (810) 844-5113.

- D. Demolition of the surrounding structure shall include all existing footings, walls, slabs and base (including basement floor). The contractor shall backfill the foundation for the structure with approved Building Department soil backfill. The contractor shall obtain a 4-hour inspection to verify the quality of the backfill, etc., prior to backfilling. The contractor shall be responsible for any additional inspections at any time to ensure compliance with applicable codes and regulations.
- E. All debris and brush shall be removed from the site and finished grade that is compatible with the surrounding area shall be established as required by City ordinance.
- F. Any and all hazardous materials, including, but not limited to, asbestos materials (if any) will be disposed of in accordance with the applicable state and federal laws and regulations.
- G. The demolition sites shall be seeded with a fast growing variety of grass to establish vegetation and prevent soil erosion from taking place.

33. BID SECURITY/ BOND

As part of your bid response, it will be required to provide bid security. The bid security must be a certified check or bid bond made out to the City of Brighton for five (5%) of the Total Bid, in a form approved by the City Attorney. The security will ensure that your company can meet the insurance requirements listed in section 18 and will contract with the City to do all the required as specified herein. A Purchase Order may act as a notice to proceed. The Bid Security will be returned after all work is completed. Delays caused by the City will not lead to forfeiture of the bid bond. The unsuccessful contractors' checks will be returned after work has begun by the selected contractor.

34. PROCESS OF REVIEW OF BIDS

To be considered, your company must specialize in and have provided the services listed herein as indicated in the specification section. Submit one (1) original & TWO (2) copies of the bid (PAGES 10-13), in one sealed envelope or box.

PRICING PROPOSAL

PRICING

ITEM	TOTAL BID
Demolition 1517 Whispering Oaks of surrounding structure to include removal of all debris, cement pads, basement walls, and foundations	\$ _____ lot

NOTICE TO PROCEED

Business days to complete upon notice to proceed _____ days (maximum 10).

FIRM PRICE GUARANTEE

This price is firm for _____ days (Minimum 90).

ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

I _____, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Brighton, or MITN website, www.mitn.info and is an official copy of the authorized version.

AUTHORIZATION/ACCEPTANCE OF SPECIFICATIONS

By signing below I certify that I have read and understand the specifications herein and that I am duly authorized to contract on behalf of my company)

Signed _____ Company _____

Printed _____ Address _____

Title _____ City/State/Zip _____

Date _____ Contact Person _____

Phone _____ Fax _____

E-mail contact _____ Cell phone _____

VENDOR QUESTIONNAIRE

Please give the following information regarding your proposal:

1. List references where this service has been provided in the last 5 years (municipal preferred).

Agency Name: _____ Contact Person: _____

General Property Information: _____

Phone #: _____ E-mail address: _____

Agency Name: _____ Contact Person: _____

General Property Information: _____

Phone #: _____ E-mail address: _____

Agency Name: _____ Contact Person: _____

General Property Information: _____

Phone #: _____ E-mail address: _____

2. Name of your bank and financial references:

3. How many years' experience have you and/or your company had in this business?

_____ YEARS Explain (if in a related field): _____

4. Has your company filed for bankruptcy or reorganized for financial reasons in the past 36 months?

_____ NO YES, Explain (if in a related field): _____

5. Include a list of equipment to be used for this project and if the equipment is owned/leased or rented.

SUBCONTRACTORS

The contractor shall not sublet, assign or transfer the contract or any portion of any payment due the contractor hereunder, without the written consent of the City. If it is the intention of the bidder to use subcontractor(s) for any of the work called for herein, the bidder shall provide the information required for each subcontractor, below.

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor: _____

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor: _____

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor: _____

LEGAL STATUS BIDDER

Fill out the appropriate section and strike out the other two.

Corporation: State in which incorporated: _____ Year Incorporated: _____

Official title of person issuing response: _____

Address: _____

Website: _____

Names and Titles of the corporation's officers:

Name	Title
_____	_____
Name	Title
_____	_____
Name	Title
_____	_____

Partnership:

Name of Members	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Individual:

Official Name	Address
_____	_____
_____	_____

WAIVER AND RELEASE OF LIABILITY AGREEMENT
READ BEFORE SIGNING
BRING TO MANDATORY PRE-BID

In consideration for the City of Brighton permitting me to submit a proposal on behalf of the company under my signature below for the demolition project at 1517 Whispering Oaks, Brighton, MI (referred to hereinafter as the “subject property”), and in consideration for the City allowing me entry to conduct an inspection of the interior and exterior of the unsafe structures on the subject property for purposes of my submission of such a demolition proposal, I, being the undersigned person, state and agree as follows:

1. I am the employee of the company identified under my signature below who has been designated and authorized by the company to conduct the interior and exterior inspection of the structures on the subject property, and in doing so I am acting in the course and scope of my training and employment with said company; and,
2. I have been fully advised that the City has deemed the structures on the subject property to be dangerous and unsafe, and the City has ordered such structures to be demolished due such conditions. Accordingly, I fully understand that there is a significant risk of serious personal injury and/or death that could result from my entry onto the subject property and into the structures on the subject property; and,
3. I acknowledge and agree that entry onto the subject property and into the structures by myself and with others is inherently dangerous and a high risk activity; and,
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY or others, and I assume full responsibility for and in any way related to my activities on, in and around the subject property and structures thereon; and,
5. If I observe any unusual significant hazard during my presence or activities, I will remove myself from the area and immediately bring such to the attention of the nearest City official and all others present on the subject property at the time; and,
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY WAIVE, RELEASE AND HOLD HARMLESS THE CITY OF Brighton, and all of its officials, officers, directors, agents, employees, volunteers, sponsors, sponsoring agents and advertisers (“City”), WITH RESPECT TO ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DAMAGES, INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE CITY OR OTHERS, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Signer’s Printed Name

Signer’s Address, City, State, Zip (Print)

Name of Company: _____

Emergency Phone Number: (_____) _____

Date Signed: _____



CITY OF BRIGHTON
REPORT FROM THE CITY MANAGER TO CITY COUNCIL
August 4, 2016

SUBJECT: TETRA TECH CONTRACT AMENDMENT NO. 351

ADMINISTRATIVE SUMMARY

- The new U of M Health Facility is proposed to be located on the southwest quadrant of Challis Road and Karl Greimel Drive.
- The developer is proposing to install approximately 3,000 linear feet of water main, four fire hydrants, one domestic and one fire service lad, and four connections to the existing main on the Challis, Karl Greimel and ENA.
- Tetra Tech's assistance is needed to review construction plans, assist the City with the permitting process, and provide construction phase inspection for this development.
- The cost for this amendment is \$30,500, which will be paid from an escrow account funded by U of M.

RECOMMENDATION

Approve Contract Amendment No. 351 for Tetra Tech to provide construction phase engineering services for the water main extension and proposed road improvements to facilitate a driveway off of Karl Greimel Drive for the U of M Health Facility.

Prepared by: Tim Krugh, Utilities Director

Approved by: Nate Geinzer, City Manager



July 25, 2016

Mr. Nate Geinzer
City of Brighton
200 North First Street
Brighton, MI 48116

**Re: University of Michigan Health Facility – Water Main Extension
and Karl Griemel Road Improvements
Construction Plan Review, Permitting and Inspection Services
Contract Amendment No. 351**

Dear Mr. Geinzer,

We recently received construction plans for the municipal water and road improvements for the University of Michigan Health Facility on Challis Road. Tetra Tech is pleased to provide you with this proposal for Construction Phase Engineering Services for the water main extension and the proposed road improvements to facilitate a driveway off of Karl Greimel Drive. The UM Health Facility is proposed to be located on the southwest quadrant of Challis Road and Karl Greimel Drive. Construction Phase Services will include reviewing the construction plans, assisting the City with the permitting process, and providing construction phase inspection for this development.

The plans prepared by Anderson Eckstein and Westrick Inc., last dated July 13, 2016, consist of installing approximately 3,000 linear feet of water main, 4 fire hydrants, 1 domestic and 1 fire service lead, plus 4 connections to the existing main on the Challis, Karl Greimel and ENA. The road improvements include a deceleration taper on Karl Greimel Drive near the southern portion of the UM property. We recommend the following scope of services for this project:

CONSTRUCTION PLAN REVIEW

- Perform an initial review of the road, water main plans and specifications for the development.
- Perform the review of one re-submittal of the plans and specifications, if necessary.
- Review the MDEQ water main permit applications prepared by the petitioner.
- Submit the plans and specifications on the City's behalf to the Michigan Department of Environmental Quality for the water main construction permit.
- Assist the City in reviewing the right of way construction permit application prepared by the petitioner.

Tetra Tech

123 Brighton Lake Road, Ste. 203, Brighton, MI 48116
Tel 810.225.8439 Fax 810.220.0094 www.tetrattech.com

CONSTRUCTION PHASE

- Review shop drawings for compliance with the contract documents and the City of Brighton Design Engineering Standards.
- Provide a Resident Project Representative (RPR) to observe and record the installation of the road way and water main and associated improvements. The RPR services include witnessing the testing of the water main.
- Coordinate the frequency and locations of trench backfill compaction tests to be performed by the Developer's testing firm.
- Prepare a marked-up copy of construction records for preparation of the conforming to construction record drawings by the developer's engineer.

COMPENSATION

Construction Plan Review	\$5,500
Construction Phase Engineering (based on 20 days, 10 hrs /day)	
Resident Project Representative	\$20,000
Office Support, Equipment and Mileage	<u>\$5,000</u>
Total Engineering	\$30,500

By copy of this letter we have notified the petitioner's engineer of the construction phase fee. The petitioner will need to submit the fee to the City to initiate the review process. Once the escrow is received by the City, please sign the attached Amendment 351 and return one original copy of this proposal to indicate your authorization to proceed.

We look forward to working with the City and the University of Michigan on this important project.

Please call if you have any questions.

Sincerely,



Gary J. Markstrom, P.E.
Unit Vice President

Attachment

Copy: Tim Krugh
Juli Sala, P.E. AEW Inc.

**CONTRACT AMENDMENT NO. 351
TO OCTOBER 1, 1995 CONTRACT
BETWEEN
THE CITY OF BRIGHTON, MICHIGAN
AND
TETRA TECH**

This amendment listed below is for providing Construction Plan Review and Construction Phase Services for the University of Michigan Health Facility Water and Road Improvements project. Any subsequent work will be included in future contract amendments.

Amend Section 1 - Basic Services of Engineer

Add the following paragraph to Section 1.2:

Under Amendment No. 351, perform construction plan review services as outlined in the attached letter dated July 25, 2016.

Add the following paragraph to Section 1.6 and 1.7.

Under Amendment No. 351, perform the services as described in our proposal letter dated July 25, 2016.

Amend Section 5 - Payment to Engineer

Add the following paragraph to Section 5.1.1.4.

Under Amendment No. 351, Engineering Services under Section 1.2, Study Phase will be invoiced based on Engineer's billing rate, plus subcontracted services and outside invoices multiplied by 1.15, plus in-house reimbursable expenses. The budgeted cost of services under Amendment No. 351 shall be \$5,500.

Under Amendment No. 351, Engineering Services under Section 1.6, Construction Phase and Section 1.7, Resident Service during Construction will be invoiced based on Engineer's billing rate, plus subcontracted services and outside invoices multiplied by 1.15, plus in-house reimbursable expenses. The budgeted cost of services under Amendment No. 351 shall be \$25,000.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on this _____ day of _____, 2016.

ATTEST:

CITY OF BRIGHTON

200 N. First Street
Brighton, MI 48116

Witness: _____

By: _____

Nate Geinzer, City Manager

TETRA TECH

401 S. Washington Square, Suite 100
Lansing, MI 48933
(517) 316-3930

Witness: *Rachel Christian*

By: *Gary J. Markstrom*

Gary J. Markstrom, P.E.
Unit Vice President