



Brighton City Council Meeting

Contact Information: City Hall • 200 N First St. • Brighton, Michigan 48116
(810) 227-1911 • www.brightoncity.org • info@brightoncity.org

This meeting will be conducted electronically.

Please visit the City website or the notice posted at City Hall for Zoom Meeting login instructions.

Regular Meeting June 3, 2021 – 7:30 p.m.

AGENDA

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

Consent Agenda Items

- a. Approval of Minutes: [Study Session of May20, 2021](#)
- b. Approval of Minutes: [Regular Session of May 20, 2021](#)
- c. Approval of Minutes: Closed Session of May 20, 2021
- d. Approval of POLC (Patrol) and POLC (Command) Letters of Understanding
- e. [Approval of Resolution #2021-14 to enter into a Temporary Right of Entry Agreement with CSX Transportation, Inc. for the crossing on Rickett Road as part of the Rickett Road Phase 2 Construction Project, Including Payment of \\$10,141.](#)
- f. [Appointment to Various Boards and Commissions](#)

Correspondence

6. Call to the Public
7. Staff Updates
8. Updates from Councilmember Liaisons to Various Boards and Commissions

New Business

9. [Consider Approval of Five-Year AXON TASER 7 Lease to Own Agreement](#)
10. [Consider approval of professional architectural services for the DPS Storage Addition and DPS Office Renovation to Lindhout Associates in the amount of \\$26,402 with a budget amendment to pull back \\$21,586 from bond proceeds to fiscal year 2020-2021](#)
11. [Consider award of the bid for the installation of the Nelson Street Booster Station to Lawrence M Clark, Inc. in the amount of \\$309,800 with a 15 percent contingency totaling \\$356,270 and related budget amendments.](#)
12. [Consider of amendment to increase the Nelson Street Booster Station engineering contract with Tetra Tech Engineering Services from \\$69,000 to \\$79,600.](#)
13. [Approve the purchase of a new Combination Sewer Cleaner Vacuum Truck from Jack Doheny Company in the amount of \\$439,445 with related budget amendments.](#)

14. Consider Motion Identifying City Council Preference for the Use of Anticipated Donation by Robertson Brothers, INC.

Other Business

15. Call to the Public
16. Adjournment



City Council Study Session

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116
(810) 227-1911 • www.brightoncity.org

This meeting was conducted electronically.

MINUTES OF THE STUDY SESSION OF THE BRIGHTON CITY COUNCIL HELD ON MAY 20, 2021

1. Call to Order

Mayor Pipoly called the meeting to order at 6:30 p.m.

2. Roll Call

Present were Mayor Pipoly (City of Brighton, MI) and Mayor Pro Tem Gardner (City of Brighton, MI), Councilmembers: Bohn (Naples, FL), Emaus (City of Brighton, MI), Muzzin (City of Brighton, MI), Pettengill (City of Brighton, MI), and Tobbe (City of Brighton, MI).

Staff Present: City Manager Nate Geinzer, City Clerk Tara Brown, Finance Director Gretchen Gomolka, Public Services Director Marcel Goch, Community Development Manager Mike Caruso, Assistant to the City Manager Henry Outlaw, Assistant to the DPS Director Patty Thomas, Chief Rob Bradford, Deputy DPS Director Corey Brooks, DPW Superintendent Daren Collins, and Attorney Sarah Gabis. There were nine persons in the audience.

3. Consider Approval of the Agenda

Motion by Councilmember Emaus, seconded by Mayor Pro Tem Gardner to approved the agenda as presented. **The motion carried without objection by roll call vote.**

4. Call to the Public

Mayor Pipoly opened the Call to the Public at 6:31 p.m. Hearing and seeing no comment, the Call to the Public was closed.

5. Discussion of Social Districts and Clarification of Staff Direction

Mr. Outlaw presented a summary of the Social District Advisory Committee recommendations to City Council to provide an overview, clarification, and answer questions.

6. Discussion of Curb Side Parking

Due to lack of sufficient time, City Council discussed this topic during the Regular Meeting.

7. Call to the Public

Mayor Pipoly opened the Call to the Public at 7:23 p.m. Hearing and seeing no comment, the Call to the Public was closed.

8. Adjournment

Motion by Mayor Pro Tem Gardner, seconded by Councilmember Emaus to adjourn the meeting at 7:23 p.m. **The motion carried without objection by roll call vote.**

Tara Brown, City Clerk

Shawn Pipoly, Mayor



Brighton City Council Meeting

Contact Information: City Hall • 200 N First St. • Brighton, Michigan 48116
(810) 227-1911 • www.brightoncity.org • info@brightoncity.org

This meeting was conducted electronically.

MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON MAY 20, 2021

1. Call to Order

Mayor Pipoly called the meeting to order at 7:30 p.m.

2. Pledge of Allegiance

Mayor Pro Tem Gardner led the Pledge of Allegiance.

3. Roll Call

Present were Mayor Pipoly (City of Brighton, MI) and Mayor Pro Tem Gardner (City of Brighton, MI), Councilmembers: Bohn (Naples, FL), Emaus (City of Brighton, MI), Muzzin (City of Brighton, MI), Pettengill (City of Brighton, MI), and Tobbe (City of Brighton, MI).

Staff Present: City Manager Nate Geinzer, City Clerk Tara Brown, Human Resources Manager Michelle Miller, Finance Director Gretchen Gomolka, Public Services Director Marcel Goch, Community Development Manager Mike Caruso, Assistant to the DPS Director Patty Thomas, Assistant to the City Manager Henry Outlaw, Deputy DPS Director Corey Brooks, DPW Superintendent Daren Collins, Regulatory Compliance Officer Josh Bradley, Chief Rob Bradford, Attorney Greg Schultz, and Attorney Mike Homier. There were thirteen persons in the audience.

4. Consider Approval of the Agenda

Motion by Councilmember Emaus, seconded by Councilmember Muzzin to approve the agenda as amended, removing item f from Consent agenda and item 10 from New Business and moving item e from Consent to New Business as new item 10. **The motion carried by roll call vote, with Councilmember Bohn voting no.**

5. Consider Approval of Consent Agenda Items

Motion by Mayor Pro Tem Gardner, seconded by Councilmember Emaus to approved the amended Consent Agenda. **The motion carried without objection by roll call vote.**

Consent Agenda Items

- a. **Approval of Minutes: Study Session of May 6, 2021**
- b. **Approval of Minutes: Regular Session of May 6, 2021**
- c. **Approval of Minutes: Closed Session of May 6, 2021**
- d. **Acceptance of Quarterly Financial and Investment Reports**
- e. ~~Approval to Reduce Curbside Parking Signs~~ (moved to New Business as item 10.)
- f. ~~POLC (Patrol) and POLC (Command) Letters of Understanding~~
- g. **Consider Amendment of Awarded Bid to TLS Construction for the Municipal Storm Line Replacement Project with an Increase in the Amount of \$4,957.72**
- h. **Appointment to Various Boards and Commissions**

Correspondence

6. Call to the Public

Mayor Pipoly opened the Call to the Public at 7:38 p.m.

Susan Bakhaus spoke regarding the former and current City Manager's personal evaluation and past practice.

Mayor Pipoly closed the Call to the Public at 7:39 p.m.

7. Staff Updates

Chief Bradford announced the 2020 Officer of the Year, Tom Sliwa. Chief Bradford spoke about Officer Sliwa's career and accomplishments.

Director Goch presented a progress map of the Northwest Neighborhood project, spoke about DPW appreciation week, and discussed summer items that DPW is completing.

Director Gomolka relayed that assessing is conducting its annual review, notices will go out to the homeowners. Intern Andrew Baker will be assisting the City Assessor.

Assistant to the City Manager Outlaw noted the Brighton High School formal night will be on June 2, 2021. The DDA discussed a business survey and the street scape project. Anyone interested in receiving alerts about lane closures, project reminders, etc., please sign up for alerts at www.brightoncity.org/alerts.

Clerk Brown noted all voters on the permanent absentee voter list should have received their ballot application for both the August Primary and November elections. If you would like to obtain an absentee ballot application, please contact the City Clerk at clerk@brightoncity.org, call, or visit City Hall.

8. Recycling Improvement Grant Presentation

Assistant to the DPS Director Thomas gave a brief presentation on the recycling improvements grant and what the City hopes to achieve from the educational efforts.

9. Updates from Councilmember Liaisons to Various Boards and Commissions

Councilmember Pettengill congratulated Officer Sliwa on achieving Officer of the Year. Ms. Pettengill also relayed that the Zoning Board of Appeals will hear one variance request at the next meeting on June 10, 2021.

Councilmember Muzzin and the Brighton Area Fire Authority met in person on May 13, 2021 to review and adopt a number of budgets presented to the board.

Councilmember Emaus congratulated Officer Sliwa and also thanked DPW for all of their hard work.

Councilmember Tobbe noted SEMCOG will host an American Rescue Plan discussion on May 25, 2021 to speak in detail and gain clarification about the plan.

Mayor Pipoly and the Downtown Development Authority met to elect its new officers on May 18, 2021. The Brighton High School Senior Formal night is June 2, 2021. Mayor Pipoly relayed that Principal Gavin Johnson is very appreciative of the City for honoring the graduating seniors during this difficult year. Mayor Pipoly also attended a meet and greet at Caretel Inns where he toured the facility and met many of the caring skilled nurse staff.

New Business

~~10. Consider Approval of Five-Year AXON TASER 7 Lease to Own Agreement~~

10. Approval to Reduce Curbside Parking Signs

Motion by Councilmember Muzzin, seconded by Councilmember Pettengill to reduce curbside parking signs at staff discretion or at least 50%. **The motion carried without objection by roll call vote.**

11. Consider award of bid for the Rickett Road Phase 2 Rehabilitation Project Including Alternate 1 to Fonson Company, Inc. for \$1,367,478.05 including a 15% Contingency for a total of \$1,572,600

Motion by Councilmember Emaus, seconded by Councilmember Tobbe to award the bid for the Rickett Road Phase 2 Rehabilitation Project including alternate 1 to Fonson Company, Inc. for \$1,367,478.05 including a 15% contingency for a total of \$1,572,600 with the contract to be reviewed by City Attorney. **The motion carried by roll call vote, with Councilmember Bohn voting no.**

12. Consider Approval of Spray Patch Maintenance for Parking Lots, Streets, and Downtown Sidewalks, with A Budget Amendment from the General Fund to the Major Streets Fund for Deteriorated Downtown Sidewalk Areas

Motion by Councilmember Tobbe, seconded by Councilmember Pettengill to authorize a purchase order in the amount of \$23,000 to Spray Patch Road Repair, Inc. to perform maintenance in parking lots, on various streets, and sidewalks. **The motion carried without objection by roll call vote.**

Other Business

13. Call to the Public

Mayor Pipoly opened the Call to the Public at 8:43 p.m. Hearing and seeing no comment, the Call to the Public was closed.

14. Motion to Enter Closed Session to Consider a Written Confidential Legal Opinion from the City's Attorney Pursuant to MCL 15.268(h), Which Specifically Includes the City Manager and, Pursuant to MCL 15.268(a), to Hear Complaints or Charges, and to Consider the Periodic Personnel Evaluation of the City Manager, at the Request of the City Manager, Which will Specifically Include the Attendance of the City Manager, Any Individual Who Was Interviewed About the Complaints or Charges, and Any Other Member of the Management Team or Supervisors Interested in Participating in the Periodic Personnel Evaluation of the City Manager

Motion by Councilmember Emaus, seconded by Mayor Pro Tem Gardner to enter into closed session to consider a written confidential legal opinion from the City's attorney pursuant to MCL 15.268(h), which specifically includes the City Manager and, pursuant to MCL 15.268(a), to hear complaints or charges, and to consider the periodic personnel evaluation of the City Manager, at the request of the City Manager, which will specifically include the attendance of the City Manager, any individual who was interviewed about the complaints or charges, and any other member of the management team or supervisors interested in participating in the periodic personnel evaluation of the City Manager. **The motion carried by roll call vote, with Councilmember Bohn and Pettengill voting no.**

Motion by Councilmember Emaus, seconded by Councilmember Tobbe to come out of the Closed Session at 10:46 p.m. **The motion carried without objection by roll call vote.**

15. Consider Possible Action Resulting from Closed Session

Motion by Councilmember Emaus, seconded by Councilmember Pettengill to officially close the investigation initiated by City Council with no charges against the City Manager, City staff, or employees. **The motion carried without objection by roll call vote.**

Motion by Councilmember Emaus, seconded by Councilmember Pettengill to waive the written attorney-client privilege from a letter dated April 13, 2021 by Labor Attorney Greg Schultz. **The motion carried by roll call vote, with Councilmember Muzzin voting no.**

Motion by Councilmember Bohn, seconded by Councilmember Muzzin to release the written-attorney client privilege letter dated March 4, 2021 by Attorney Paul Burns. **The motion failed, with Mayor Pipoly, Mayor Pro Tem Gardner, and Councilmembers Emaus, Muzzin, Pettengill, and Tobbe voting no.**

Motion by Councilmember Pettengill, seconded by Councilmember Tobbe to direct City Attorney Homier to review the written-attorney client privilege letter dated March 4, 2021 to be brought back to City Council for transparency. **The motion carried without objection by roll call vote.**

16. Adjournment

Motion by Councilmember Muzzin, seconded by Councilmember Tobbe to adjourn the meeting at 10:58 p.m. **The motion carried by roll call vote, with Councilmember Bohn voting no.**

Tara Brown, City Clerk

Shawn Pipoly, Mayor



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 3, 2021

SUBJECT: CONSIDER APPROVAL OF RESOLUTION #2021-14 TO ENTER INTO A TEMPORARY RIGHT OF ENTRY AGREEMENT WITH CSX TRANSPORTATION, INC. FOR THE CROSSING ON RICKETT ROAD AS PART OF THE RICKETT ROAD PHASE 2 CONSTRUCTION PROJECT, INCLUDING PAYMENT OF \$10,141.

ADMINISTRATIVE SUMMARY

- The Rickett Road Phase 2 Construction Project includes the need for road reconstruction work to occur within CSX Transportation, Inc.'s right-of-way property on Rickett Road, north of Sisu Knoll.
- In order to perform this work, the City is required to enter into a Right of Entry Agreement with CSX as well as pay a fee of \$12,641. As a part of the application process we had to pay a \$2,500 advance. The remaining payment is \$10,141. These fees are for the labor hours needed for a CSX Inspector to be on-site when work is being done near CSX's property during the project. When the project is complete, any remaining funds will be returned to the City.
- Currently the City's general counsel is reviewing the agreement, signing of the agreement will not take place without their final approval.

BUDGET INFORMATION

- The funding for this agreement will be paid from the Major Street Fund as appropriated from the 2021 Bond Construction Fund for the Rickett Road Phase 2 Project.

RECOMMENDATION

Approval of Resolution #2021-14 to enter into a Temporary Right of Entry Agreement with CSX Transportation, Inc. for the crossing on Rickett Road as part of the Rickett Road Phase 2 Construction Project Including Payment of \$10,141.

Prepared by: Marcel Goch, DPS Director

Reviewed by:

Gretchen Gomolka, Finance Director (Required for all financial related agenda items)

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other _____

City Attorney (Required for all agreements, ordinances, etc.)

- Acceptable Form and Ready to Execute
- Other: Agreement is under review by the City Attorney

Reviewed &

Approved by: Nate Geinzer, City Manager

Attachments: Resolution #2021-14
CSX Estimate of Cost
CSX Agreement #CSXT OP No. MI0619

**RESOLUTION APPROVING ENTERING INTO A TEMPORARY RIGHT OF ENTRY AGREEMENT
WITH CSX TRANSPORTATION, INC.
AGREEMENT # CSXT OP No. MI0619
CITY OF BRIGHTON
COUNTY OF LIVINGSTON, STATE OF MICHIGAN**

WHEREAS, The City of Brighton will be completing the Rickett Road Phase 2 Construction Project in the summer and fall of 2021.

WHEREAS, part of the project will include the need for the City’s contractor to perform work in the area of the crossing on Rickett Road, north of Sisu Knoll.

WHEREAS, The City must enter into a Temporary Right of Entry Agreement with CSX Transportation, Inc. and pay a fee totaling \$12,641 of which \$2,500 has been advanced to pay for the cost of a CSX Transportation Inspector to be in site when work is being done near the crossing

WHEREAS, any unused portion of the \$12,641 fee will be returned to the City of Brighton upon completion of the Rickett Road Phase 2 Construction Project

NOW, THEREFORE, the City Council of the City of Brighton, Livingston County, Michigan, resolves to enter into Temporary Right of Entry Agreement #CSXT OP No. MI0619 with CSX Transportation, Inc.

BE IT FURTHER RESOLVED, to authorize the payment of \$10,141 to CSX Transportation, Inc. for Agreement #CSXT OP No. MI0619.

BE IT FURTHER RESOLVED, to authorize the City Manager to sign all contract documents between the City of Brighton and CSX Transportation, Inc.

IT IS HEREBY CERTIFIED that the City Council of the City of Brighton adopted the foregoing resolution at its regular meeting held on the 3rd day of June 2021 by roll call vote:

PRESENT:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Dated: _____

CERTIFICATION

I, Tara Brown, City Clerk for the City of Brighton, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council at its regular meeting held on June 3, 2021.

Tara Brown, City Clerk
City of Brighton
200 N. First Street
Brighton, MI 48116

ESTIMATE SUBJECT TO REVISION AFTER: 5/19/2022 **DOT NO.:** 234341R
CITY: Brighton **COUNTY:** Livingston **STATE:** MI
DESCRIPTION: Right of Entry and Flagging services for roadway resurfacing Rickett Road south of the crossing within the CSXT right of way.
ZONE: Great Lakes **SUB-DIV:** Plymouth **MILE POST:** CH 44.35
AGENCY PROJECT NUMBER: City of Brighton

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$ 3,000
	Subtotal	\$ 3,000

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	\$ 2,000
	Subtotal	\$ 2,000

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	\$ -
50	Labor (Foreman/Inspector) 4 Days @ \$ 504.00	\$ 2,016
70	Additive	\$ -
50	Additive 222.00% (Engineering Department)	\$ 4,476
	Subtotal	\$ 6,492

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 11,492

900	<u>CONTINGENCIES:</u> 10.00%	\$ 1,149
-----	-------------------------------------	----------

PROJECT TOTAL:

\$ 12,641

CURRENT AUTHORIZED BUDGET:

\$ -

TOTAL SUPPLEMENT REQUESTED:

\$ 12,641

DIVISION OF COST:

Agency	<u>100.00%</u>	\$ 12,641
Railroad	<u>0.00%</u>	\$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch - CDS

Approved by: **AJD** CSXT Public Project Group

DATE: 05/19/21 REVISED:

DATE: 05/20/21



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 3, 2021

SUBJECT: CONSIDER APPROVAL OF RE-APPOINTMENT FOR BOARD MEMBERS OF THE PLANNING COMMISSION AND THE ZONING BOARD OF APPEALS

ADMINISTRATIVE SUMMARY

- Planning Commission:

Matt Smith
Ken Schmenk

Matt Smith has extended years of service on the Planning Commission and is currently holds the Chair position. Ken Schmenk is finishing his first 3-year term and has proven to be a valuable asset for the Commission. Both Commissioners are seeking re-appointment for another 3-year term.

- Zoning Board of Appeals:

Dave Chaundy
Russ Gottschalk
Barbara Curtis-Alternate

All Three Board Members have extended years of service with the ZBA.

All Three Board Members are seeking re-appointment to the ZBA for another 3-year term.

- Mayor Pipoly has reviewed the re-appointments of each Board with staff.

RECOMMENDATION

Mayor Pipoly is recommending the re-appointments of Matt Smith and Ken Schmenk to the Planning Commission, and the re-appointments of Dave Chaundy, Russ Gottschalk, and Barbara Curtis to the Zoning Board of Appeals, for another 3-year term.

Prepared by: Michael Caruso, Community Development Manager

Reviewed &

Approved by: Nate Geinzer, City Manager



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 3, 2021

SUBJECT: REQUEST TO APPROVE THE AXON ENTERPRISE, INC.'s TASER 7 AGREEMENT

BACKGROUND

- The Police Department Currently has 16 TASERS with only five with remaining warranty and were recently purchased.
- Of the 11 out of warranty, several TASERS have burnt out screens, bad batteries or software issues which deem the units out of service.
- Current prices for a new TASER are around \$2,800 each and would require a large purchase every 5 years when they go out of warranty or break. When we first bought TASERS several years ago they were around \$800 each.
- This price per unit does not reflect the cost of the cartridges needed for training or if they are used in the field and battery replacement. Current prices per cartridge is around \$35-\$50 each depending on the range and use ordered.

ADMINISTRATIVE SUMMARY

- AXON, who makes the TASER, offers a lease program that includes all equipment, warranties and cartridges needed for training and deployment at an annual cost of \$11,730.00, however, the first year on the quote reflects a trade-in discount of \$3,060.00 for our 11 out of warranty and broken devices for a first year total of \$8,670.
- We are adding an Officer this year to the department so our need will be 17 TASERS.
- We will keep the 5 newer units for the Reserve Officers.
- Equipment includes the 17 TASERS, batteries, all the dart probe cartridges and holsters.
- This lease locks the price in for the full 5 years of the lease.
- Once the 5-year lease is up we own the TASERS and equipment and will have the option to re-lease again at the new current rate for another 5-years, or keep what we have at no additional cost keeping in mind they will be out of warranty.
- Another advantage of this lease program is that all of the Officers will all be using the same equipment, whereas now, we have two different models that function differently. This not only narrows our pool of who can share when we do have one break but it means training is not the same across the board and there could be some confusion.

RECOMMENDATION

Approve the 5-year Axon Enterprise, Inc. TASER 7 Agreement and Authorize the Police Chief to Execute the Agreement.

Prepared by: Rob Bradford, Chief of Police

Contract

Reviewed by: Sarah Gabis, Attorney

Gretchen Gomolka, Finance Director (Required for all financial related agenda items)

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other _____

City Attorney (Required for all agreements, ordinances, etc.)

- Acceptable Form and Ready to Execute
- Other _____

Reviewed &

Approved by: Nate Geinzer, City Manager



Axon Enterprise, Inc.'s TASER 7 Agreement

This TASER 7 Agreement (“**Agreement**”) applies to Agency’s TASER 7 purchase from Axon Enterprise, Inc. (“**Axon**”). Agency will receive TASER 7 Conducted Energy Weapon (“**CEW**”) hardware, accessories, warranty, and services documented in the attached Quote Appendix (“**Quote**”).

- 1 **Term.** The start date is based on the initial shipment of TASER 7 hardware (“**Start Date**”). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote (“**Term**”). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes “**Unlimited Duty Cartridge Plan**”, this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, “**Training Content**”), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency’s responsibility.
- 4 **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
- 5 **Shipping.** Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency’s address on the Quote.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency’s receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency’s receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon’s warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware.
If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon’s sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon’s option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start



Axon Enterprise, Inc.'s TASER 7 Agreement

Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

- 8 **Warranty Limitations.** Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 9 **Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.

- 10 **Trade-In.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 11 **Product Warnings.** See www.axon.com/legal for the most current Axon product warnings.
- 12 **Design Changes.** Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.
- 13 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate



Axon Enterprise, Inc.'s TASER 7 Agreement

Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

- 13.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 13.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 13.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

14 **Delays.** Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.

15 **Proprietary Information.** Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated. This paragraph is subject to the Agency's rights and obligations under the Michigan Freedom of Information Act, MCL 15.231 et seq.

16 **Export Compliance.** Each party will comply with all import and export control laws and regulations.

17 **Assignment.** Agency may not assign or transfer this Agreement without Axon's prior written approval.

18 **Governing Law; Venue.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19 **Entire Agreement.** This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.
Digitally signed by:
 Signature: Robert E Driscoll
55DAEBB131A4424...
 Name: Robert E Driscoll
 Title: VP, Assoc. General Counsel
 Date: 5/26/2021 | 8:14 AM MST

Agency
 Signature: _____
 Name: _____
 Title: _____
 Date: _____



TASER 7 Axon Evidence Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Evidence within Agency’s tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end-users.

5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user’s use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user’s access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency’s account or Agency Content or if account information is lost or stolen.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection



Axon Enterprise, Inc.'s TASER 7 Agreement

with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.

8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency. Axon shall ensure that subcontractors are bound by security and privacy terms no less restrictive than those set forth in this Agreement.

10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:

10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;

10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.

12 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;

12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;

12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;

12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or

12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.



Axon Enterprise, Inc.'s TASER 7 Agreement

- 13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.
- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.
- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-284303-44333.805LY

Issued: 05/17/2021

Quote Expiration: 06/30/2021

Account Number: 157237

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Lily Yost

Phone: (480) 515-6387

Email: lyost@axon.com

Fax:

PRIMARY CONTACT

Craig Flood

Phone: (810) 227-2700

Email: floodc@brightoncitypolice.org

SHIP TO

Craig Flood
 BRIGHTON CITY POLICE DEPT. - MI
 440 S. 3RD ST.
 BRIGHTON, MI 48116
 US

BILL TO

BRIGHTON CITY POLICE DEPT. - MI
 440 S. 3RD ST.
 BRIGHTON, MI 48116
 US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	17	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	17	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		16	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		51	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		51	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		17	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		17	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		17	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		17	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		34	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		34	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		34	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		34	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		20	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		20	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		1	0.00	0.00	0.00
Other						
20430	TASER 7 CERTIFICATION BUNDLE HEADER	60	17	0.00	0.00	0.00
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	17	690.00	510.00	8,670.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
Not Eligible TASER 7 INSTRUCTO R COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTO R SCHOOL VOUC	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
					Subtotal	8,670.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	8,670.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		34	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		34	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	17	690.00	690.00	11,730.00
					Subtotal	11,730.00
					Estimated Tax	0.00
					Total	11,730.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		34	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		34	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		34	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		34	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	17	690.00	690.00	11,730.00
					Subtotal	11,730.00
					Estimated Tax	0.00
					Total	11,730.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		34	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		34	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	17	690.00	690.00	11,730.00
					Subtotal	11,730.00
					Estimated Tax	0.00
					Total	11,730.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		34	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		34	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	17	690.00	690.00	11,730.00
					Subtotal	11,730.00
					Estimated Tax	0.00
					Total	11,730.00
					Grand Total	55,590.00

Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	58,650.00
Discounts	3,060.00
Total	55,590.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	8,670.00
Year 2	11,730.00
Year 3	11,730.00
Year 4	11,730.00
Year 5	11,730.00
Grand Total	55,590.00

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Lily Yost at lyost@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 3, 2021

SUBJECT: CONSIDER APPROVAL OF PROFESSIONAL ARCHITECTURAL SERVICES FOR THE DPS STORAGE ADDITION AND DPS OFFICE RENOVATION TO LINDHOUT ASSOCIATES ARCHITECTS IN THE AMOUNT OF \$26,402 AND RELATED BUDGET AMENDMENTS

BACKGROUND

When the original DPW complex was first developed, a small building was erected that contained offices, a locker room, and small meeting area. This was sufficient until staff and equipment numbers grew so a new DPS office and garage building was completed in 2001. After the new building was completed, the old office building was used for file storage, but in 2017, the files were moved to the Police Department for safe keeping. Knowing that there is a lack of available room on the Public Works complex and that the older building would not be sufficient for further use, it was demolished in the spring of 2018 with the intentions of adding on to the existing building in the future.

ADMINISTRATIVE SUMMARY

As Council is aware, Staff has been working on replacing older pieces of equipment and concentrating on ways to maintain that equipment. As this process has moved forward, Staff noticed that one of the ways that can help stop the deterioration of the new equipment is to keep it inside when not being used. Unfortunately, much of the DPS seasonal equipment is stored outside, which when exposed to inclement weather, either heat and sun or cold and snow, can become damaged and decrease its useful life.

With this in mind, the idea of building an addition to the existing storage space at the complex started to develop. Now that the old Public Works building has been taken down, its location would be the best place to construct an extension of the existing storage building. When first considered, the idea was thought to be a move in the right direction so it was added to the Capital Improvement Plan, but knowing that funding was going to be difficult to obtain, it was placed out in future years. As the bond discussion proceeded over the last year, funding for the additional storage space became a reality and with that reality came a timeline. Knowing that the bond proceeds have a three-year life span, Staff needs to move forward on the design for the building. Once engineering is completed, the building project will be let for competitive bidding and brought back to Council for approval.

As Staff was considering the addition of the storage building, there was another issue that needed to be addressed. With the COVID pandemic still looming, Staff has been forced to work within the parameters of virtual meetings. While this has worked for the duration, there are difficulties when trying to communicate with residents, contractors and engineers this way. Eventually in-person meetings will be held again and this will be particularly difficult as Staff has limited locations for that to take place. Unfortunately, the only area that was available for meetings at the DPS was converted to a staff desk after the hiring of the DPS Administrative Assistant in 2019.

Taking this into consideration, Staff would like to renovate the DPS office area to include the addition of a conference room that staff can use for multiple purposes. While the primary use of the conference room would be for meetings with the public, the area would also be used for DPS Staff meetings and in-house training sessions. The renovation would not include expanding the current footprint of the existing building, only changing the layout of some interior walls with appropriate mechanical changes.

Staff met with representatives from Lindhout Associates Architects, described their needs for the new DPS storage addition and the DPS office renovations, and they prepared an estimate to develop the design and construction documents, handle the bidding process, as well as oversee the construction phase of both of these projects.

Below you can see that Staff is requesting to have Lindhout perform the entire project for the DPS Storage Addition, but only prepare the design and construction documents for the DPS Office Renovation at this time. The reason for this is funding and timing. Staff requested and City Council approved \$225,000 for the DPS Storage Addition in the 2021-2022 Budget using bond proceeds. The funding for the construction of the DPS office renovations is not planned to be available until Fiscal Year 2023-2024. However, Staff would like to have Lindhout develop the plans for the office renovations at this time so we can prepare an estimate of construction costs for the future budget request. If the design work is approved, Staff would instruct Lindhout Associates to begin work immediately.

At this time, Staff is requesting that City Council approve the professional services for Lindhout Associates as follows:

<u>DPS Storage Additions</u>	<u>DPS Office Renovation</u>
Schematic Design	Schematic Design
Design Development	Construction Development
Construction Documents	Construction Documents
Bidding Administration	
Construction Administration	
\$21,586 Total	\$4,816 Total

BUDGET INFORMATION

The funding for Lindhout’s work for the DPS Storage Addition will be paid with bond proceeds. The additional \$4,816 needed for the DPS Office Renovation design and construction documents will be paid from the current year’s DPW operating budget with funds reallocated from savings elsewhere. The DPS Storage Addition work is approved in the upcoming 2021/2022 budget, however since the funding is coming from bond proceeds, which are readily available staff is asking for an amendment to begin this work in the current fiscal year. This amendment would allow Staff to get ahead of schedule for design and a possible fall ground breaking.

RECOMMENDATION

Approval of professional architectural services for the DPS Storage Addition and DPS Office Renovation to Lindhout Associates in the amount of \$26,402 with a related budget amendment of \$21,586 for the expenditure and a transfer of funds from the bond construction fund to the capital improvement fund for 2020-21. An amendment to the 2021-22 budget will also be made to remove this amount from the budget.

Prepared by: Marcel Goch, DPS Director Reviewed by:

Reviewed by: Gretchen Gomolka, Finance Director

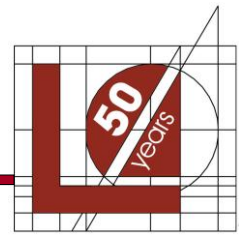
- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other _____

Reviewed &

Approved by: Nate Geinzer, City Manager

Approved by: Nate Geinzer, City Manager

Attachments: Lindhout & Associates Proposals



~~March 11, 2021~~ Revised 3/15/2021

The City of Brighton
200 North First Street
Brighton, MI 48116

Attn: Marcel Goch, DPS Director

Re: Professional Services – DPS Office Renovation

Dear Mr. Goch,

As requested, we are pleased to provide this proposal for services relative to the City of Brighton DPS Office renovation. Per your request, the desired work scope for the project will include:

- Review design alternatives to modify office interior layout to create staff and visitor conference space in the existing front office area.
- Based upon the selected office design option, prepare the necessary bidding and permit drawings and specification and administer the construction project.

Given your above stated objective, we are pleased to offer you the following service proposal to assist you in your efforts:

PROPOSED PROFESSIONAL SERVICES

Schematic Design Phase: Basic schematic design includes:

- Reviewing the current building plans and building code requirements to identify potential design solutions and critical building code issues impacting the building renovation.
- Updating available schematic drawings showing current conditions and document any changes.
- Reviewing Michigan Building Code requirements.
- Creating new schematic floor plans and budgets, identifying the work scope and projected costs.
- Meeting with DPW and Administrative personnel and review our findings and design recommendations.

Design Development Phase: Design Development work is focused on the Site Plan Approval Process. We will:

- Solicit proposals on behalf of the City for Mechanical, Electrical & Plumbing engineering work necessary.

Construction Documents Phase: Following the design process, we will prepare the necessary documents for competitive public bidding as well as permit review. Our work will include:

- Demolition plan drawings
- Floor plan drawings
- Door and window schedules and details
- Coordination with the mechanical, electrical & plumbing engineering work by others
- Project specifications will be produced, including all public bidding requirements

Our Mission

Integrity

in architecture and design
in client relationships
in employee relationships
in community relationships

advancement

in all these efforts

Bidding Phase: We will coordinate the bidding process by:

- Distributing bid sets
- Answer all questions regarding the documents
- Issue all required addenda
- Review all bids received.
- We will assist you in preparing a contract for construction with the selected general contractor.
- All typical public bidding and City procedures will be followed.

Construction Phase: We will:

- Make regular site visits to observe the construction progress.
- Assist the contractors in interpretation of the documents and in unforeseen field conditions.
- Review shop drawings and submittals from the sub-contractors.
- Review and process the contractor's monthly application for payment.

PROFESSIONAL SERVICES (SUMMARY)

We are offering you professional services, which include:

BUILDING DESIGN
STRUCTURAL DESIGN
CONSTRUCTION ADMINISTRATION SERVICES

Services Excluded:

MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING (submitted as reimbursable)
CIVIL ENGINEERING (by others)
LANDSCAPE DESIGN (by others)

PROPOSED PROFESSIONAL FEE

We propose a fixed design fee for the interior renovations per the schedule below:

• Schematic Design	\$ 1,720	20 Hours
• Design Development	\$ 1,032	12 Hours
• Construction Documents	\$ 2,064	24 Hours
• Bidding Administration	\$ 1,720	20 Hours
• Construction Administration	\$ 1,720	20 Hours
Total Fee	\$ 8,256	96 Hours



SCHEDULE

We have staff available to begin work within one week of receiving approval to proceed and expect the project to be ready to bid within 60 days of schematic approval.

Please let us know if there are any questions or concerns regarding this proposal.

We appreciate the opportunity to continue to serve the City of Brighton,

Respectfully Submitted,



Michael J. O'Leary, Project Manager
Lindhout Associates architects aia pc

Approval to Proceed:



Michael J. Kennedy, Architect, CEO
Lindhout Associates architects aia pc

Marcel Goch, DPS Director
City of Brighton

Date





~~March 11, 2021~~ Revised 3/15/2021

The City of Brighton
200 North First Street
Brighton, MI 48116

Attn: Marcel Goch, DPS Director

Re: Professional Services – DPS Storage Additions

Dear Mr. Goch,

As requested, we are pleased to provide this proposal for services relative to the City of Brighton DPS Storage Building. Per your request, the desired work scope for the project will include:

- Review design alternatives to increase storage space at the DPS storage building. Identifying potential additions of covered outdoor and enclosed indoor storage.
- Based upon the selected storage expansion design option, prepare the necessary bidding and permit drawings and specification and administer the construction project.

Given your above stated objective, we are pleased to offer you the following service proposal to assist you in your efforts:

PROPOSED PROFESSIONAL SERVICES

Schematic Design Phase: Basic schematic design includes:

- Reviewing the current building plans and building code requirements to identify potential design solutions and critical building code issues impacting building expansion.
- Updating available schematic drawings showing current conditions and document any changes.
- Reviewing Michigan Building Code requirements.
- Creating new schematic floor plans and budgets, identifying the work scope and projected costs.
- Meeting with DPW and Administrative personnel and review our findings and design recommendations.

Design Development Phase: Design Development work is focused on the Site Plan Approval Process. We will:

- Solicit proposals on behalf of the City for Survey and Civil engineering work necessary. This is a very limited scope work area and should require very simple Survey and Civil work.
- Coordinate the proposed additions with the selected Survey and Civil engineering firm. Review design alternatives and provide feedback to the City.
- Prepare necessary applications and data for Site Plan Submission to the City Community Development Department, attend all staff meetings, Planning Commission Meetings, and City Council meetings required in the Site Plan Approval process.
- Solicit proposals on behalf of the City for Mechanical, Electrical & Plumbing engineering work necessary.

Our Mission

Integrity
in architecture and design
in client relationships
in employee relationships
in community relationships

advancement
in all these efforts

Construction Documents Phase: Following the design process, we will prepare the necessary documents for competitive public bidding as well as permit review. Our work will include:

- Demolition plan drawings
- Floor plan drawings
- Building exterior elevations
- Typical Wall Sections
- Door and window schedules and details
- Coordination with the mechanical, electrical & plumbing engineering work by others
- Coordination with the site engineering work by others
- Project specifications will be produced, including all public bidding requirements

Bidding Phase: We will coordinate the bidding process by:

- Distributing bid sets
- Answer all questions regarding the documents
- Issue all required addenda
- Review all bids received.
- We will assist you in preparing a contract for construction with the selected general contractor.
- All typical public bidding and City procedures will be followed.

Construction Phase: We will:

- Make regular site visits to observe the construction progress.
- Assist the contractors in interpretation of the documents and in unforeseen field conditions.
- Review shop drawings and submittals from the sub-contractors.
- Review and process the contractor’s monthly application for payment.

PROFESSIONAL SERVICES (SUMMARY)

We are offering you professional services, which include:

BUILDING DESIGN
STRUCTURAL DESIGN
CONSTRUCTION ADMINISTRATION SERVICES

Services Excluded:

MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING (submitted as reimbursable)
CIVIL ENGINEERING (by others)
LANDSCAPE DESIGN (by others)

PROPOSED PROFESSIONAL FEE

We propose a fixed design fee for the storage building additions per the schedule below:

• Schematic Design	\$ 5,246	61 Hours
• Design Development	\$ 3,096	36 Hours
• Construction Documents	\$ 6,278	73 Hours
• Bidding Administration	\$ 1,720	20 Hours
• Construction Administration	\$ 5,246	61 Hours
 Total Fee	 \$ 21,586	 251 Hours



SCHEDULE

We have staff available to begin work within one week of receiving approval to proceed and expect the project to be ready to bid within 60 days of schematic approval.

Please let us know if there are any questions or concerns regarding this proposal.

We appreciate the opportunity to continue to serve the City of Brighton,

Respectfully Submitted,



Michael J. O'Leary, Project Manager
Lindhout Associates architects aia pc

Approval to Proceed:



Michael J. Kennedy, Architect, CEO
Lindhout Associates architects aia pc

Marcel Goch, DPS Director
City of Brighton

Date





City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

JUNE 3, 2021

SUBJECT: CONSIDER AWARDING THE BID FOR THE INSTALLATION OF THE NELSON STREET BOOSTER STATION TO LAWRENCE M CLARK, INC. IN THE AMOUNT OF \$309,800 WITH A 15% CONTINGENCY AND RELATED BUDGETS AMENDMENT.

BACKGROUND

During the November 19, 2020 City Council meeting, Council awarded a bid of \$160,908 to Kennedy Industries Inc. to supply the new pre-fabricated Water Booster Station to replace the existing one on Nelson Street. This new station will continue to serve the areas of Nelson Street and Hillcrest Drive that the current booster station has served since it was installed in 1978 and the area associated with the new development of the Bluffs at Spring Hill Project located off Spring Mountain Drive. When the purchase of the new booster station was approved at that meeting, it was understood that Staff would bring back another recommendation for the installation of the new station when a contractor was chosen. The new station was ordered on April 9, 2021 with an expected delivery date to be in late August of this year.

ADMINISTRATIVE SUMMARY

- With the new booster station being ordered in April, Tetra Tech published a Request for Proposal (RFP) on the Michigan Infrastructure and Transportation Association (MITA) website for the installation portion of the project using the bidding documents previously approved by the City Attorney. On March 30, 2021, six contractors attended the mandatory pre-bid meeting; unfortunately, no bids were received at the April 15, 2021 bid opening. It was determined after a discussion between Staff and the engineer to republish the RFP but also reach out to the contractors who had attended the pre-bid meeting to find out why they did not submit proposals. What was discovered was that most, if not all, had several projects they were currently bidding on and they did not want to over extend themselves. A few contractors did say they would be interested in the project if it were to be published again.
- On Thursday, April 29, 2021, a second RFP was published on the MITA website, this time the City received three sealed bids on May 20, 2021. See bid results below.

Installation of the Nelson Street Booster Station 2021 Bid Analysis		
NO.	BIDDER	AMOUNT
1	Lawrence M Clark Inc.	\$309,800.00
2	AZ Shmina	\$409,000.00
3	Dunigan Brothers Inc.	\$521,000.00

- Installation of the new water booster station will include the excavation of the site, installation of a concrete building foundation, installation of an owner-furnished pre-fabricated water booster station, and all mechanical, electrical, and instrumentation components. Also included as part of this project will be new water main and valves, Hot Mixed Asphalt (HMA) driveway, tree removal, and site restoration. Once the new station is installed, the

contractor will properly abandon and remove the existing booster station located on Nelson Street near School Street.

BUDGET INFORMATION

Originally, the developer paid a portion of the connection fees for the Bluffs Development upfront to give the City the opportunity to move forward with the upgrade to the booster station. \$350,000 was budgeted in the Capital Improvement Plan for the cost of the booster station and installation with the remaining portion being placed in the Utilities Fund. With the approved station cost of \$160,908, it was estimated that the remaining \$189,092 would be enough to pay for the Installation portion of the project. Unfortunately, while we have seen competitive pricing on the larger projects like Northwest Neighborhood and Rickett Road, this project did not have the same outcome. Staff is asking for two budget amendments for 2021-22. This first is to carryover the remaining \$189,092 budgeted for this project in the current year to next year and the second is a budget amendment of an additional \$167,178 coming from fund balance to cover the remaining portion of the project, which includes a 15 percent contingency. There is anticipated savings in the 2020-21 budget resulting from completed projects coming in under budget as well as savings in the Utilities Operational budget. These savings will positively impact the fund balance at the end of 2020-21 and will cover the budget amendment for 2021-22. If approved this evening, final contract documents will be signed after the review and approval of the new City Attorney.

RECOMMENDATION

Award of the bid for the installation of the Nelson Street Booster Station to Lawrence M Clark, Inc. in the amount of \$309,800 with a 15 percent contingency totaling \$356,270 and related budget amendments.

Prepared by: Corey Brooks, Deputy DPS Director

Reviewed by: Marcel Goch, DPS Director

Gretchen Gomolka, Finance Director (Required for all financial related agenda items)

- Within Budget
- Budget Amendment Necessary and in Proper Form
- Other _____

City Attorney (Required for all agreements, ordinances, etc.)

- Acceptable Form and Ready to Execute
- Other: Contract to be reviewed by City Attorney, once approved

Reviewed &

Approved by: Nate Geinzer, City Manager

Attachment: Tetra Tech Recommendation for Approval



May 25, 2021

Mr. Marcel Goch
City of Brighton
200 North First Street
Brighton, MI 48116

**Re: Nelson Street Water Booster Station Replacement
Contract 12766-18008-W1
Recommendation of Award**

Dear Mr. Goch:

On behalf of the City of Brighton, bids were received for the Nelson Street Water Booster Station Replacement Contract 12766-18008-W1 on Thursday, May 20, 2021, at 10:00 a.m. Three (3) bids were presented and publicly read via Zoom video conferencing. The project was also bid on April 15, 2021, with no bids received.

The proposed project will replace the 40-year-old water booster station located on Nelson Street. The new station will increase the operating water pressure to the existing and proposed homes/vacant lots located within Water Pressure District #3. The 2014 City of Brighton Water Reliability Report identified performance concerns on the suction side of the existing booster station due to the high elevations in the topography. The study noted that future development in this area may cause pressure dips during maximum day demand conditions, which is less than the State of Michigan recommended minimum pressure of 35 psi. The Bluffs of Springhill planned unit, single-family detached residential condominium development is located within Water Pressure District #3 and is currently under construction. Because the existing water booster station would not provide the minimum recommended operating flow and pressure to the development and the residents of the surrounding area, the developer has contributed funds to the City for this necessary project.

The proposed Work consists of a new owner-furnished prefabricated water booster station, concrete building foundation, and all necessary accessories, including but not limited to, mechanical, electrical, and instrumentation. Site work includes approximately 248 LF of 6-inch water main installed by directional drill method, approximately 50 LF of 6-inch water main installed by open cut method, approximately 34 LF of 4-inch water main installed by open cut method, installation of three (3) gate valve and boxes, HMA driveway, bollards, removal of the existing booster station, tree removal, and site restoration. The project is on a lump sum price basis.

The three (3) contractors that provided bids are listed in the below table.

BIDDERS

Company Name	Address	City, STATE, ZIP
LAWRENCE M. CLARKE, INC.	50850 Bemis Road	Belleville, MI 48111
A.Z. SHMINA, INC.	11711 Grand River Avenue	Brighton, MI 48116
DUNIGAN BROS., INC.	911 E South Street	Jackson, MI 49203

Tetra Tech

7927 Nemco Way, Suite 100, Brighton, MI 48116
Tel 810.225.8439 Fax 810.220.0094 www.tetrattech.com

The following table lists the received lump sum bids.

LUMP SUM BID PRICE SUMMARY

BASE BID	Lawrence M. Clarke, Inc.	A.Z. Shmina, Inc.	Dunigan Bros., Inc.	Engineer's Estimate
Contractor Bid Price	\$309,800.00	\$409,000.00	\$521,000.00	\$175,000.00

Lawrence M. Clarke, Inc. was the apparent low bidder with a lump sum bid of \$309,800.00. The low bid is approximately \$134,800.00 above the Engineers Opinion of Probable Construction Cost (OPCC) of \$175,000 from October 2020. Tetra Tech and the City have successfully worked with Lawrence M. Clarke, Inc. in the past and there are no major indicators that lead Tetra Tech to believe that Lawrence M. Clarke, Inc. will not be a responsive contractor.

As noted, the bids received were higher than the engineer’s estimate. Timing and size of the project were both factors in obtaining bids and the cost increase. Construction and work delays due to the pandemic caused multiple projects to be released at once, rather late in the spring. When the project was first released for bid on April 15, 2021, contractors indicated they were focusing their time on bidding larger projects with multiple bids due at the same time. This is a relatively small contract being bid on by extremely busy contractors that are coming out of a pandemic. Contractors have relayed to Tetra Tech that they had committed to larger projects and did not have the resources available to pursue the smaller scale projects such as this one. Many have been filling their workloads with significantly larger projects with communities and developers alike, attempting to make up for lost ground over the past 15 months.

An increase in material costs throughout the construction industry is also a factor in the increased bid proposals. Prices for materials (plastics, steel, and other raw materials) are increasing weekly due to high demand for construction projects (nearing a post-pandemic era), labor shortages, and supply chain interruptions.

After reviewing the bids received, we recommend the City accept the bid from Lawrence Clarke for a lump sum of \$309,800.00. Tetra Tech further recommends the City include a construction contingency of approximately 15%. The construction contingency would be used to cover variable construction costs including, but not limited to, unforeseen site conditions, change orders, errors/omissions, and field modifications over the entirety of the construction phase. The table below lists the recommended award costs associated with the low bidder.

Lawrence M. Clarke, Inc.	
Construction Lump Sum Bid	\$309,800.00
15% Contingency	\$46,500.00
TOTAL	\$356,300.00

The attached Contractor Notice of Award should be signed by the City after City Council has approved the contractor’s bid. The Contractor Notice of Award notifies the bidder of the City’s intent to enter into a contract for the work and initiates the Contractor to obtain the required insurance and bonding documentation. We further recommend the City authorize the signing of the Agreement once the required insurance and bonding documentation is received.

Mr. Marcel Goch
Nelson Street Water Booster Station Replacement
Recommendation of Award
May 25, 2021
Page 3

Once the contract documents are fully executed, we will schedule a preconstruction meeting with Lawrence Clarke and City staff to initiate the construction phase of the work.


We look forward to working with Lawrence Clarke and the City in the completion of this important project.

Please call if you have any questions.

Sincerely,



Steven J. Magnan, P.E.
Senior Project Manager



Kari L. Jozwik, P.E., LEED AP
Project Engineer

Attachments: Notice of Award
Lawrence M. Clarke, Inc. Bid Proposal

SECTION 00540 - NOTICE OF AWARD

Date of Issuance:

Owner: City of Brighton Owner's Contract No.: 12766-18008-W1
Engineer: Tetra Tech Engineer's Project No.: 200-12766-18008
Project: Nelson Street Water Booster Station Replacement Contract Name:
Bidder: Lawrence M. Clarke, Inc.
Bidder's Address: 50850 Bemis Road
Belleville, MI 48111

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 20, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Nelson Street Water Booster Station Replacement

The Contract Price of the awarded Contract is: \$309,800.00.

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [1] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [Bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Deliver to Owner with copy to Engineer an acknowledged copy of this Notice of Award.
4. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Brighton

Authorized Signature

By: Nate Geinzer

Title: City Manager

Acknowledgement of Acceptance of Notice of Award

Contractor: Lawrence M. Clarke, Inc.

Authorized Signature

By:

Title:

Copy: Owner
Contractor
Engineer



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 3, 2021

SUBJECT: CONSIDER APPROVAL OF AMENDMENT TO INCREASE THE NELSON STREET BOOSTER STATION ENGINEERING CONTRACT WITH TETRA TECH ENGINEERING SERVICES FROM \$69,000 TO \$79,600

ADMINISTRATIVE SUMMARY

- As Council has learned in the Nelson Street Booster recommendation provided this evening, the bidding portion of the Nelson Street Booster Station Project did not go as planned. No bids were received at the first Request for Proposals publishing in April. This resulted in the bidding portion of the project needing to be re-published. In the original Tetra Tech Engineering proposal that was awarded on July 1, 2020, the bidding portion was to cost \$4,000 of the \$69,000 contract. Because of Tetra Tech having to undergo the bidding portion of the project twice, additional re-publishing and re-advertising costs were incurred. As Staff and engineers have not had this happen for a City project of this type in recent history, the outcome was unanticipated.

ADMINISTRATIVE SUMMARY

- In the original scope of work from Tetra Tech's engineering proposal, geo-technical testing costs were not included. This was known at the time as that proposal included both design and construction engineering and it was unknown what geo technical testing was going to be necessary. Now that the design phase of the booster station engineering has been completed and the project successfully receiving bids, the geo technical services have been determined and will be necessary for construction to take place.
- As stated earlier, the original contract from Tetra Tech for design, bidding and construction phase engineering of the Nelson Street Booster Station was \$69,000. Now that the project has been rebid and the geo technical service cost has been determined, Tetra Tech has provided a Request to Change Authorization for the additional costs. They are requesting \$3,600 for their additional bidding portion and \$7,000 for the geo technical services needed for the project, for a total of \$10,600.

BUDGET INFORMATION

- The additional \$10,600 will be provided through savings on completed projects and savings in the Utilities Operational Budget.

RECOMMENDATION

Approve amendment to increase the Nelson Street Booster Station engineering contract with Tetra Tech Engineering Services from \$69,000 to \$79,600.

Prepared by: Marcel Goch, DPS Director

Reviewed by:

Gretchen Gomolka, Finance Director (Required for all financial related agenda items)

- Within Budget
- Budget Amendment Necessary and in Proper Form
- Other _____

Reviewed &

Approved by: Nate Geinzer, City Manager

Attachment: Tetra Tech's Request Change Authorization



REQUEST TO CHANGE AUTHORIZATION (RCA)

PROJECT NAME:	<u>Nelson Booster Station Project 2021 Re-Bidding Work</u>	DATE:	<u>05-26-2021</u>
PROJECT NUMBER:	<u>200-12766-18008</u>	RCA NO.:	<u>1</u>
PROJECT MANAGER:	<u>Steven Magnan</u>		
PERSON INITIATING REQUEST:	<u>Kari Jozwik</u>		

DESCRIPTION OF ADDITIONAL WORK ITEM

The following necessary work was completed by Tetra Tech that was outside the scope of services listed in the Tetra Tech Bidding Phase of the Nelson Street Booster Pump Station. We are requesting additional compensation to cover the cost overage from the additional re-bid efforts work.

REASON(S) FOR ADDITIONAL WORK

1. Tetra Tech worked closely with the City of Brighton staff to prepare the bid packages for advertising to prospective bidding contractors for the Nelson Street Booster Station project. Following an initial pre-bid teleconference with prospective bidders, zero bids were received during the bid opening event that was held on April 15, 2021 at City Hall.
2. Due to the zero bids received, Tetra Tech staff members discussed with City staff what next steps are recommended and executed. Tetra Tech was asked to contact the contracting firms to determine the reason/s for not submitting a bid on the proposed project. Follow up discussions then took place with City staff to report on our findings.
3. As a result of Item 1 (above), a re-bid process began. The additional coordination, bidding submission, re-advertising, preparation, and communications for a second pre-bid teleconference of the re-bidding process. On May 6, 2021, Tetra Tech staff conducted a second pre-bid meeting for any contractor that had not attended the original pre-bid conference. Contractors were notified by Tetra Tech’s staff, in advance to find out the level of interest in attending the pre-bid meeting.
4. With Tetra Tech staff performing additional preparation, communications with city staff, and a second bid opening took place on May 20, 2021. Three (3) prospective bidding contractors submitted bids for the Nelson Street Booster Station project. The result of the bids determined an apparent low bidding contractor, and Tetra Tech proceeded with the additional coordination as would be performed under the current Scope of Services.
5. Geotechnical Services – Materials Testing. These services are not currently authorized for construction. Tetra Tech will retain G2, soils consultants for performing field material testing and materials inspection.



ENGINEERING FEE

Current Contract Amount	\$69,000
Re-Bid Engineering Services (Items 1-4)	\$3,600
Geotechnical Material Testing Services (Item 5)	<u>\$7,000</u>
New Contract Amount	\$79,600

AUTHORIZING TT UNIT OFFICER


Steven J. Magnan

DATE

5/26/2021

CUSTOMER CONCURRENCE:

DATE:



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 3, 2021

SUBJECT: CONSIDER APPROVING THE PURCHASE OF A NEW COMBINATION SEWER CLEANER VACUUM TRUCK FROM JACK DOHENY COMPANY IN THE AMOUNT OF \$439,445 WITH RELATED BUDGET AMENDMENTS

BACKGROUND

- Currently the City owns a piece of equipment known as a vacuum truck. This equipment is used almost every day in a variety of ways to assist in maintaining the City's sanitary, storm and water systems. Unlike most pieces of equipment, this one has very specific uses that make it very difficult to perform tasks if it is out of service. From jetting sewer lines to helping to free clogged mains or vacuuming manhole structures. This machine helps keep the City's liability to a minimum when our residents or business owners are experiencing sewer issues or when monthly maintenance is required at the Wastewater Plant and lifts stations.

ADMINISTRATIVE SUMMARY

- Our current vacuum truck is 15 years old, and its age and condition is becoming an issue for maintenance and reliability. In the last five years, repairs have cost upwards of \$10,000. These repairs are becoming expensive. We have had to replace the wiring harnesses and high-pressure system pumps. As the cost is important to note, the down time of the machine is a bigger concern. When the vehicle is out of service, we have to depend on our neighboring communities to assist us with any emergencies we experience. While this sharing of equipment is accepted among our neighbors, there is an understanding that whoever owns the truck has the responsibility to take care of their customers first. This is when having a dependable and reliable vacuum truck limits the possibility of having to be second on the list to be helped.
- Staff has brought the importance of a new vacuum truck to Council's attention in the past, which is why it was added to the Capital Improvement Plan a few years ago and added as an item that would be replaced through bond proceeds.
- Since the purchase of our last vacuum truck in 2006, there have been many improvements made to this type of equipment to help operators perform maintenance in a more efficient and safe manner. Some of the new features will help save staff time, decrease the time for jetting sewer lines and increase employee safety, while decreasing the City's liability. Examples are adjustable water pumps that allow flow rates to be increased or decreased to match the type and size of pipe being cleaned, which decreases the likelihood of damaging older lines or flooding basements when cleaning the sanitary system, additional strobe lights, and a rear camera to help the operator see what is behind them and allow for further safety when positioning the truck over manhole structures when in the roadway.
- All three of these companies offer these new features; however, probably the most significant improvement is a Rapid Deployment Boom (RDB). This device allows the operator of the truck to lower the vacuum tube into a manhole or wet well without the need to assemble multiple sections of tube. With our current truck, our operators have to connect multiple sections of tubing to be long enough to reach the needed depth. This can be dangerous as assembling pipe sections often have to be done while lowering pipe sections into a manhole or wet well, which can be very deep. The RDB boom would save time in setting the truck up to vacuum and allow us to clean manholes and wet wells more safely and efficiently. This feature is only available on the Vactor brand truck sold by Jack Doheny Company.

- Staff has been evaluating new vacuum trucks in preparation for bringing it to Council after the new budget starts in July. This process included attending demonstrations on three different brands of vacuum trucks. When the demonstrations were complete, City Staff met with each supplier and selected the options needed to allow them to provide a quote for each. Each one was priced through a competitive bidding contract offered to municipalities. Staff then reviewed the features and pricing and chose the one that would best serve the City.
- Below are the three companies that provided Staff with demonstrations and pricing. Pricing from Southeastern Equipment Company and Jack Doheny Company was obtained through the competitive bid service Sourcewell. MTech’s pricing was obtained through the Wayne County RESA CoPro Program.

Combination Sewer Vacuum Truck Bid Analysis		
No.	VENDOR	Cost (Pricing Source)
1	Southeastern Equipment Company	\$425,094.69 (Sourcewell)
2	Jack Doheny Company	\$439,445.00 (Sourcewell)
3	M Tech	\$447,721.00 (Wayne County RESA CoPro Program)

- Our current vacuum truck is a Vactor Brand supplied by Jack Doheny Company from Northville Michigan. In evaluating the three vacuum trucks, price and reliability were not the only things considered; service and parts availability were also contemplated. Throughout the ownership of our current vacuum truck, Jack Doheny Company has proved to be dependable when needed. As stated earlier, having a reliable piece of equipment is important, but even new equipment can have issues. Ensuring there is a backup plan if the vehicle has a failure is just as important as the vehicle itself. It is Staff’s recommendation to purchase the vacuum truck from Jack Doheny Company.
- During the demonstrations, we learned that truck chassis availability ranged from nine months to one year due to the microchip shortage in the market. Jack Doheny Company was able to locate a 2021 Freightliner chassis that can be built for the City of Brighton starting in September 2021 and delivered later this year. Until this truck chassis was located late last week, delivery of a new Vactor Truck was not expected to be until July of 2022, at the earliest.

BUDGET INFORMATION

City Council approved \$420,000.00 in the CIP budget for the 2020/21 fiscal year for the purchase of a new vacuum truck. Funding will be provided in the Utilities Fund via bond proceeds. The cost of the new truck from Jack Doheny Company is \$439,445.00, so Staff is requesting a budget amendment of \$19,445 to be added to the Utilities Fund from bond proceeds.

RECOMMENDATION

Approve the purchase of a new Combination Sewer Cleaner Vacuum Truck from Jack Doheny Company in the amount of \$439,445 with related budget amendments.

Prepared by: Corey Brooks, Deputy DPS Director

Reviewed by: Marcel Goch, DPS Director

Gretchen Gomolka, Finance Director (Required for all financial related agenda items)

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other _____

Reviewed &

Approved by: Nate Geinzer, City Manager



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

JUNE 3, 2021

SUBJECT: DISCUSSION REGARDING ROBERTSON BROTHERS DONATION

BACKGROUND

- Earlier this Spring, staff was notified that Robertson Brothers was interested in making a donation to the community equal to \$200 per home being built in the Conley Square Development. In total, the donation will be \$17,000.
- It is important to Robertson Brothers that the donation benefits the City of Brighton and its residents.

ADMINISTRATIVE SUMMARY

- The following ideas come from a combination of staff and City Council for consideration with a focus on benefiting City residents. There may certainly be other ideas to be discussed by City Council:
 - City of Brighton
 - Purpose: Target at neighborhood improvements such as trees, sidewalks, neighborhood gateway signage, landscaping, etc.
 - [Bountiful Harvest](#)
 - Purpose: Bountiful Harvest is a food pantry non-profit organization run completely by volunteers. With support from the local community and food banks, we are able to provide groceries, meals, clothing and access to employment agencies to people in need. Funds would be targeted to programs and initiatives that benefit City of Brighton residents.
 - [VetLife](#)
 - Purpose: To provide veterans with sustainable solutions while promoting a safer, healthier, and prosperous civilian lifestyle. To support veteran's within the City of Brighton
 - [Senior Center](#)
 - Purpose: To support program scholarships and annual membership fees for City of Brighton residents 50 years and older.
 - [Carl Nagy Foundation](#)
 - Purpose: Their mission is to help bring emotional awareness to youth through the local area school district by means of education on how to handle anxiety, depressive episodes, hopelessness and helplessness. Funds would be prioritized for youth living within the City of Brighton.
 - Note: Our Officers were first on the scene of this tragedy. Carl's Concert kicked off the ribbon cutting of The AMP.
 - [Salvation Army](#) –
 - Purpose: To assist City of Brighton residents and families with Rental Assistance, Utility Assistance, and Emergency Vouchers
 - [LACASA](#) –
 - Purpose: To support City of Brighton residents and families dealing with the effects of child abuse, domestic violence, and sexual assault.
 - [Fund a Life](#)
 - Purpose: To support City of Brighton individuals and families in overcoming emotional and financial obstacles caused by major life-altering circumstances of all kinds.

Depending on City Council direction, staff will reach out to the preferred organizations to verify they have the ability to target funds to support the City of Brighton's residents and to provide reporting on the impacts of said funds.

RECOMMENDATION

Consider Motion to identify City Council's preference for where donated funds should be directed and any other necessary staff direction.

Prepared by: Nate Geinzer, City Manager

Reviewed &

Approved by: Nate Geinzer, City Manager