

ALPENA CITY COUNCIL MEETING

April 03, 2023 – 6:00 p.m.

AGENDA

The Meeting Will be Held In-Person at City Hall. The Meeting Can Be Viewed Virtually with the Login Information as Follows:

From a Computer, Tablet or Smartphone: <https://www.gotomeet.me/CityofAlpena>

Dial in Using a Phone: United States: [+1 \(646\) 749-3112](tel:+16467493112)

Access Code: 667-050-061

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of and Proposed Modifications to the Agenda.
4. Approval of the Minutes – Regular and Closed Sessions of March 20, 2023.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Public Hearing.
7. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$265,190.41, and Authorize Mayor Waligora and Clerk Soik to Sign.
 - B. Council Reappointment of Rachel Smolinski and Anna Soik to the Building Authority for a Three-Year Term Expiring on March 01, 2026.
 - C. Approval of Dealer License No. B003363 for F & S Auto Sales, Located at 584 June Street, for a Class B Used Vehicle Dealer License.
 - D. Approval of a Budget Amendment Request to Transfer \$33,660 from the Equipment Fund to the General Fund.
8. Presentations.

Retirement Recognition of Lucille Bray – Anna Soik, Clerk/Treasurer.
9. Announcements.
10. Mayoral Proclamation.

Child Abuse Prevention Month, April 2023.
11. Report of Officers.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.

Contract Extension with Arrowhead Upfitters – Eric Hamp, Police Chief.
15. Adjourn to Closed Session to Discuss ARC Family Enterprises, Inc. v City of Alpena Tax Appeal.

16. Return to Open Session.

17. Adjournment.

A handwritten signature in blue ink that reads "Rachel K. Smolinski". The signature is written in a cursive, flowing style.

Rachel Smolinski
City Manager

COUNCIL PROCEEDINGS

March 20, 2023

The Municipal Council of the City of Alpena met in regular session on the above date and was called to order at 6:00 p.m. by the Mayor.

Present: Mayor Pro Tem Johnson, Councilmember Mitchell, Councilmember Nowak, Councilmember Walchak, and Mayor Waligora.

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to approve the agenda.

Motion carried 5-0.

MINUTES

The minutes of the regular session of March 6, 2023, were approved as printed.

CONSENT AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, that the following Consent Agenda items be approved:

- A. Bills to be allowed, in the amount of \$341,258.96, and authorize Mayor Waligora and Clerk Soik to sign.
- B. Approval of landscape architectural services for Culligan Plaza by Drost Landscape, Inc. and authorize City Manager Smolinski to sign the agreement.
- C. Approval of additional capital improvement plan projects for the Fire Department.

Motion carried 5-0.

ORDINANCE NO. 23-487

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to adopt Ordinance No. 23-487, [which amends the City of Alpena Zoning Ordinance Article 2 (Construction of

Language and Definitions), Article 5 (Zoning Districts), and Article 7 (Supplemental Development Regulations)].

Motion carried 5-0.

WILDLIFE SANCTUARY BOARD INFORMATIONAL REPORT & BUDGET REQUEST

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to receive and file [the Wildlife Sanctuary Board informational report and budget request].

Motion carried 5-0.

THUNDER BAY ARTS COUNCIL INFORMATIONAL REPORT & BUDGET REQUEST

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to receive and file [the Thunder Bay Arts Council informational report and budget request].

Motion carried 5-0.

ALPENA MARINA WATERWAYS PROGRAM GRANT

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the Resolution No. 2023-04 and direct the City staff to prepare and submit the application for the Waterways Program Grant [for the Alpena Marina transient boaters' improvement projects].

Motion carried 5-0.

2023 RESURFACING PROJECT

The City received the following bid for the 2023 Resurfacing Project:

Everett Goodrich Trucking, Inc.	Alpena	\$483,110
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Moved by Councilmember Nowak, seconded by Councilmember Walchak, to award the 2023 Resurfacing Project to Everett Goodrich Trucking for unit prices totaling \$483,110.

Motion carried 5-0.

ELECTRICAL & FIBER OPTIC MAINTENANCE CONTRACT RENEWAL

Moved by Councilmember Walchak, seconded by Councilmember Nowak, to approve the electric and fiber optic maintenance contract renewal [to Thunder Bay Electric for five years] with the

[proposed labor] rates and changes in classifications.

Motion carried 5-0.

PROFESSIONAL ENGINEERING SERVICES

The City received the following bid for the modernization of the signalized intersection at Third Avenue, Bagley Street, and Hobbs Drive:

Huron Engineering and Surveying, Inc. Alpena \$34,990

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the modernization of the signalized intersection of Third Avenue, Bagley [Street], Hobbs [Drive] in accordance with the submitted proposal from Huron Engineering and Surveying, Inc. in the amount of \$34,990.

Motion carried 5-0.

RECESS

The Municipal Council recessed from 6:38 p.m. to 6:40 p.m.

RECONVENE IN CLOSED SESSION

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to reconvene in closed session to discuss an update on water and sewer litigation; and pending or threatened litigation regarding the Alpena Biorefinery.

Motion carried 5-0.

RECONVENE IN OPEN SESSION

The Municipal Council reconvened in open session at 8:17 p.m.

ADJOURNMENT

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 8:17 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

DRAFT

INVOICE REGISTER

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EXP CHECK RUN DATES 04/04/2023 - 04/04/2023

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
9 OAKS INN	A-145-1	LODGING - POLICE	165.00
9 OAKS INN	A-146-1	LODGING - POLICE	165.00
ABBY SMITH	031423	MAINT - FIRE/EMS	140.00
AIRGAS USA LLC	9135664524	SUPPLIES - EMS DISP	47.77
AIRGAS USA LLC	9135993864	SUPPLIES - EMS DISP	56.94
AIRGAS USA LLC	9134259225	SUPPLIES - DPW	13.25
ALLEGRA ALPENA	157933	PRINTING/PUBLISHING - FIRE/EMS	485.00
ALLEGRA ALPENA	157678	SUPPLIES - POLICE	60.43
ALPENA ACE HARDWARE	4567	SUPPLIES/MAINT - CH/FIRE/EMS	11.18
ALPENA AREA CHAMBER OF COMMERCE	23794	CHAMBER DINNER	300.00
ALPENA DIESEL SERVICE	76530	VEH MAINT #22	545.60
ALPENA DIESEL SERVICE	76697	VEH MAINT #94	110.46
ALPENA POWER COMPANY	040423	ELECTRIC	23,423.86
ALPENA SUPPLY CO	S100504614.001	MAINT - MARINA	100.71
ALPENA SUPPLY CO	S100503914.001	MAINT - MARINA	25.49
ALPENA SUPPLY CO	S100503844.001	MAINT - MARINA	4.27
AMAZON CAPITAL SERVICES INC	1GNV-41Y4-KC11	SUPPLIES - CLERK/TREAS	58.15
AMAZON CAPITAL SERVICES INC	14DL-JMRW-DX1G	UNIFORMS - FIRE/EMS	147.60
AMAZON CAPITAL SERVICES INC	161W-H9GM-99J4	UNIFORMS - FIRE/EMS	191.94
AMAZON CAPITAL SERVICES INC	1RWV-WRV3-4XRQ	UNIFORMS - FIRE/EMS	73.80
AMAZON CAPITAL SERVICES INC	13CF-6LVM-1CF6	TRAINING MATLS - FIRE/EMS	487.90
AMAZON CAPITAL SERVICES INC	1G9J-6G9X-49YJ	SHIRTS - SUSZEK	133.21
AMAZON CAPITAL SERVICES INC	17F7-9CKF-1LHM	MAINT - FIRE/EMS	179.99
AMAZON CAPITAL SERVICES INC	1NTC-GKLV-73QJ	MAINT - FIRE/EMS	(179.99)
AMAZON CAPITAL SERVICES INC	1FX4-LR93-N1DK	SUPPLIES - DPW	210.93
AMAZON CAPITAL SERVICES INC	1NNT-DNNG-GFL9	UNIFORMS - FIRE/EMS	82.98
AMAZON CAPITAL SERVICES INC	1D7Y-QF1Q-4H1F	UNIFORMS - POLICE	(36.82)
AMAZON CAPITAL SERVICES INC	1XKG-NYCC-31ND	UNIFORMS - POL	(79.98)
AMAZON CAPITAL SERVICES INC	1XRN-LCD6-PTR6	SUPPLIES - INSP	17.99
AMAZON CAPITAL SERVICES INC	1KFH-9JW1-31GX	SUPPLIES - CITY HALL	59.77
AMAZON CAPITAL SERVICES INC	1YLJ-9WFK-FTQ4	SUPPLIES - ENG	25.68
ARROWHEAD UPFITTERS INC	7152	SUPPLIES - POLICE	151.00
BERG ASSESSING & CONSULTING INC	23-0001004	PRINTING/PUBLISHING - ASSESSING	182.90
BOUND TREE MEDICAL LLC	84896898	SUPPLIES - EMS DISP	49.60
CHARLIE KENDZIORSKI	032823	CONT ED - ENG	370.24
CHARTER COMMUNICATIONS	0161607032123	FAX LINE - PUBLIC SAFETY	39.99
COCM	040423	CONFERENCE REG - BLDG	245.00
CONTROL SOLUTIONS INC	11369CW	FURNACES - WWTP	1,420.00
CURTIS EAGLE	AP22-3811C	AMBULANCE REFUND	93.55
DORNBOS SIGN & SAFETY INC	INV68616	MAINT - LOC ST	89.80
EAGLE SUPPLY CO	124973	SUPPLIES - FIRE/EMS	37.40
EAGLE SUPPLY CO	125058	SUPPLIES - DPW	14.50
EAGLE SUPPLY CO	124571	SUPPLIES - PARKS	1,940.00
FASTENAL COMPANY	MIALP197903	SUPPLIES - PARKS	200.65
GILMET CONSTRUCTION SERVICES	033123	BUILDING/ZONING/CODE	2,500.00
GOV CONNECTION INC	73850021	SUPPLIES - IT	4,708.65
HAVILAND	398115	SODIUM HYPOCHLORITE - WATER	10,338.07
HAVILAND	462469	SODIUM HYPOCHLORITE - WATER	9,363.04
HOME DEPOT CREDIT SERVICES	4075297	SUPPLIES - FIRE/EMS	117.83
HOME DEPOT CREDIT SERVICES	4102353	BLDG MAINT - CH	(31.87)
HOME DEPOT CREDIT SERVICES	4514877	BLDG MAINT - CITY HALL	49.43
HOME DEPOT CREDIT SERVICES	75404	SUPPLIES - FIRE/EMS	195.24
HOME DEPOT CREDIT SERVICES	7075527	SUPPLIES - PARKS	130.32
HOME DEPOT CREDIT SERVICES	3063018	SUPPLIES - FIRE/EMS	22.76
HOME DEPOT CREDIT SERVICES	9625059	BLDG MAINT - FIRE/EMS	62.34
HOME DEPOT CREDIT SERVICES	9625062	BLDG MAINT - FIRE.EMS	22.31
HUGH WRATH	031523	WORK APPAREL ALLOW - DPW	139.89
HUGH WRATH	012623	BOOT ALLOW - DPW	151.51
JONES & BARTLETT LEARNING LLC	672832	SUPPLIES - TECH RESCUE	89.22
JOYCE FLORIP	AP22-7190	AMBULANCE REFUND	49.62
KIRTLAND COMMUNITY COLLEGE	022223	TRAINING - POLICE	1,000.00
LINDA KINDT	AP22-3824C	AMBULANCE REFUND	120.52
MCVEIGHS TRUCK SPRINGS	024963	VEH MAINT #45	1,302.74
MERIDIAN CONTRACTING SERVICES LLC	2477	STEPS REPAIRS - CITY HALL	5,867.00
MICHIGAN CAT	PD14541408	VEH MAINT #57	630.89
MICHIGAN CAT	SD14558961	VEH MAINT #57	1,585.16
MICHIGAN CAT	PD14552332	VEH MAINT #57	13.19
MICHIGAN CAT	PD14552331	VEH MAINT #57	4.56
MICHIGAN CAT	PD14541406	VEH MAINT #57	15.01
MICHIGAN CAT	PD14552336	VEH MAINT #57	116.30
MICHIGAN CAT	SD14576671	VEH MAINT #57	335.20
MY MICHIGAN HEALTH	030723	HEARTSAVER CARD - FIRE/EMS	140.00

INVOICE REGISTER

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EXP CHECK RUN DATES 04/04/2023 - 04/04/2023

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
MY MICHIGAN HEALTH	030123	BLS CARDS - FIRE/EMS	120.00
MY MICHIGAN MEDICAL CENTER ALPENA	660	SUPPLIES - EMS DISP	555.00
NATIONAL FIRE PROTECTION ASSN	040423	MEMBERSHIP DUES - FIRE/EMS	175.00
NE MI MATERIALS MNGMT AUTHORITY	030623	CLEAN UP DAY/ELECTRONICS DAY	5,000.00
O'REILLY AUTO PARTS	271644	VEH MAINT - EQ	71.98
O'REILLY AUTO PARTS	5611-270549	VEH MAINT #19	69.34
O'REILLY AUTO PARTS	5611-271008	VEH MAINT - EQ	81.85
O'REILLY AUTO PARTS	5611-271073	VEH MAINT - EQ	79.23
O'REILLY AUTO PARTS	270758	SUPPLIES - EQ	19.98
O'REILLY AUTO PARTS	271116	VEH MAINT - EQ	134.74
O'REILLY AUTO PARTS	271118	VEH MAINT - EQ	(67.37)
OFFICE DEPOT	25497128	SUPPLIES - POLICE	191.21
OMEGA ELECTRIC & SIGN CO INC	26681	BLDG MAINT - CITY HALL	40.00
OMEGA ELECTRIC & SIGN CO INC	26561	UNIFORMS - FIRE/EMS	60.00
PITNEY BOWES INC	1022698155	POST METER RENT/MAINT	354.88
PRIORITY ONE EMERGENCY	70092261	UNIFORMS - FIRE/EMS	304.46
PRIORITY ONE EMERGENCY	70092259	UNIFORMS - FIRE/EMS	75.99
SEVAN K INC	303 02/23	VEH MAINT - POL	67.70
STANDARD ELECTRIC CO	4074134-00	MAINT - WWTP	67.73
STANDARD ELECTRIC CO	4074187-00	MAINT - LIGHTS	39.16
STERICYCLE INC	8003557640	SHRED CONTAINER RENT/SVC 02/23	97.79
STRALEY LAMP & KRAENZLEIN PC	37062	MONTHLY FEE 01/23	3,440.00
STRALEY LAMP & KRAENZLEIN PC	37219	MONTHLY FEE 02/23	3,440.00
TELE-RAD INC	910090	RADIO MAINT - POLICE	102.50
TELE-RAD INC	910091	RADIO MAINT - POLICE	102.50
TELE-RAD INC	910089	RADIO MAINT - POLICE	260.00
TELE-RAD INC	910088	RADIO MAINT - POLICE	365.00
TELE-RAD INC	910087	RADIO MAINT - POLICE	102.50
TELNET WORLDWIDE	269071	TELEPHONE - LAND LINES	352.13
TENURGY LLC	ALP - 137	UTILITY RATE SAVINGS 02/23	1,855.27
TERMINAL SUPPLY CO	28191-00	VEH MAINT - EQ	108.84
THE ALPENA NEWS - SUBSCRIPTION	040423	SUBSCRIPTION - CITY HALL	252.20
THE SHERWIN WILLIAMS CO	2406-5	MAINT - FIRE/EMS	26.59
THUNDER BAY ARTS COUNCIL	032323	COMM PROMO - DDA	5,000.00
THUNDERBAY AREA FIREFIGHTER'S ASSN	TBAFFA0005	DUES - FIRE/EMS	125.00
TIME TO SHINE TOUCHLESS CARWASH	4307	VEH MAINT - POLICE	248.00
TRUGREEN PROCESSING CENTER	172101651	MAINT - CEMETERY	44.67
VEOLIA WATER CONTRACT OPERATIONS	9000086884	CONTRACT OPERATIONS 02/23	6,242.93
VEOLIA WATER CONTRACT OPERATIONS	9000080238	CONTRACT OPERATIONS 01/23	28,294.34
VEOLIA WATER CONTRACT OPERATIONS	9000079116	CONTRACT OPERATIONS 02/23	133,028.73
VERNA KOSS	032723	CEMETERY LOT REFUND	735.00
WEST SHORE FIRE INC	29588	TEST - FIRE/EMS	360.00
WILMA RUBIO	AP22-2627C	AMBULANCE REFUND	4.86
WOLVERINE POWER SYSTEMS	0247547-IN	BLDG MAINT - CITY HALL	2,259.01

Total: 265,190.41

4/3/2023

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
REAPPOINT	Anna Soik	Building Authority	3	3/1/2026	Council
REAPPOINT	Rachel Smolinski	Building Authority	3	3/1/2026	Council



City Hall
208 North First Avenue
Alpena, Michigan 49707
www.alpena.mi.us

Planning, Development, & Zoning

To: Mayor and City Council Members
From: Montiel Birmingham, Director
cc: Rachel Smolinski, City Manager
Date: March 21, 2023
RE: Dealer Municipality Approval – F&S Auto Sales

The State of Michigan's licensing division requires municipalities to complete paperwork for used vehicle dealers. My understanding after speaking with the State of Michigan and the business owner of F&S Auto Sales is that not all paperwork required for the State was completed correctly by the applicant; this has been an ongoing issue between the State and business owner since the business moved into its location at 584 June St. The State is now requiring updated municipality forms because previous forms submitted are outdated.

Zoning verification has already been approved and shared with the State. The municipality approval form also needs to be signed and approved. There are no concerns the Planning, Development, & Zoning staff are aware of that would prevent approval.

Thank you.

Encl: Dealer Municipality Approval



9/2022

Michigan Department of State
DEALER MUNICIPALITY APPROVAL

Name of Dealership: F&S Auto Sales

Dealership Address: 584 June St, Alpena MI 49707
(street) (city) (zip)

Dealer License Number (if applicable): B003363

- ☐ Class A - New Vehicle Dealer
- ☒ Class B - Used Vehicle Dealer
- ☐ Class C - Used Vehicle Parts Dealer
- ☐ Class D - Broker
- ☐ Class E - Distressed Vehicle Transporter
- ☐ Class F - Vehicle Scrap Metal Processor
- ☐ Class G - Vehicle Salvage Pool
- ☐ Class R - Automotive Recycler
- ☐ Class W - Automotive Wholesaler

Municipal Authority:

The license(s) being applied for (checked above) would permit **all business activities** described in the attached *Dealer Activities by Dealer Class Type* form.

Please check the appropriate category below, complete the signature portion of this form, and return this completed form to the applicant. If you have any questions or concerns, contact the Michigan Department of State, Business Licensing Section, at Licensing@michigan.gov or 888-767-6424.

Municipality requirements may include local building code requirements, land use requirements, sign ordinances, local licensure, etc.

☒ Location **MEETS** all the municipal requirements for dealer classification(s) checked above.

☐ Location **DOES NOT MEET** all the municipal requirements for dealer classification(s) checked above. **Please list the reason(s).**

☐ There are **NO MUNICIPAL REQUIREMENTS** in this jurisdiction for the dealer classification(s) checked above.

<hr/>	
Signature of Municipal Authority	Date <u>()</u> Telephone Number
<hr/>	
Printed Name of Municipal Authority	City of Alpena, Michigan
<hr/>	
	Jurisdiction (City, Township, etc.)

BUDGET AMENDMENT REQUEST

FUND: 101 - General, 661 - Equipment

DEPARTMENT: _____

PROJECT: _____

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
661-966-995.101	Transfer - General Fund	0	\$33,660	\$33,660
101-931-699.002	Fr Equipment Fund	0	\$33,660	\$33,660

Justification for Budget Amendment

\$30,000 was originally budgeted for the purchase of a MARSAR board and jet ski in the Equipment Fund, along with \$35,000 for the purchase of a fire support vehicle. \$33,660 is requested to transfer from Equipment Fund to General Fund for the following: \$20,000 for water rescue equipment, \$8,000 to upfit the new lease pickup, and \$3,660 to cover the lease payments for FY23.

Michigan Uniform Accounting and Budget Act:

** Requires budget amendments before any expenditures exceed the budget.

** The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

Robert Elmonby 3/28/23
Department Head Date

Anna Swick 3/30/23
Clerk/Treasurer Date

Robert Swolinski 3/30/23
City Manager Date

City Council Date



City Hall
208 North First Avenue
Alpena, Michigan 49707
www.alpena.mi.us

Clerk/Treasurer

Proclamation

WHEREAS, the City of Alpena applauds the Exchange Club of Alpena & Alpena Child Abuse and Neglect (CA/N) Team for its dedicated work in the prevention of child abuse in our community; and,

WHEREAS, the City of Alpena commends the Exchange Club of Alpena and the Alpena CA/N Team for its tireless promotion of ongoing programs in our community, which are designed to help prevent child abuse; and,

WHEREAS, the City of Alpena stands firmly on the side of prevention of any type of abuse and believes no child should endure verbal, emotional or physical abuse for any reason; and,

WHEREAS, The National Exchange Club adopted The Prevention of Child Abuse as its National Project in 1979 in response to a request by its National President who, as a physician, noticed an increase in abuse cases in his medical practice; and, The Alpena CA/N Team formed in 1978 and incorporated in 1985 as a non-profit organization to assure all children in Alpena and Presque Isle counties live in an environment free of abuse and neglect.

WHEREAS, April has been designated as Child Abuse Prevention Month, and the City of Alpena supports and encourages all residents and community leaders to wear blue each Monday in April in observance of Child Abuse Prevention Month.

NOW, THEREFORE, I, Matthew J. Waligora, Mayor of the City of Alpena, Michigan hereby proclaim the month of April to be **CHILD ABUSE PREVENTION MONTH** in the City of Alpena in recognition of our commitment to healthy, happy children and to help eradicate child abuse in our community and to support the efforts of the Exchange Club of Alpena and the Alpena CA/N Team and all others who observe this important cause in their mission to bring awareness of this tragic problem to the forefront and to help make our community a stronger and more loving city where children will be able to grow and thrive without fear or harm.

Signed in Alpena, Michigan this 3rd day of April 2023.



A handwritten signature in blue ink, appearing to read "Matthew J. Waligora", is written over a horizontal line.

Matthew J. Waligora
Mayor, City of Alpena

Memorandum



Date: March 28, 2023

To: Mayor Waligora and City Council Members

Copy: City Manager Smolinski and Clerk/Treasurer/FD Soik

From: Eric Hamp, Police Chief

Subject: Contract Extension with Arrowhead Upfitters

In August of 2021 the City received and opened bids for the equipment upfitting of patrol vehicles. Arrowhead Upfitters of Lapeer was awarded the bid.

Under the current agreement, the City has the option of extending the contract for two additional one-year periods if both parties can agree on prices for a contract extension. Per the agreement, in no case shall the contract be extended beyond June 30, 2024. Arrowhead Upfitters has provided a memo (see attached) requesting an extension of the contract, under Section IX Contract Time. The requested extension includes increased costs of the parts linearly with the increases put in place by the manufacturers of the equipment. Arrowhead's labor rate will not be changing, only the costs of material and parts.

Arrowhead Upfitters has a proven record with the Alpena Police Department and has completed the build on several of our patrol vehicles. We have enjoyed an excellent working relationship with Arrowhead. They have provided prompt and professional services. Any issues, which are not uncommon for such complex projects, have been addressed quickly and resolved.

I believe Arrowhead Upfitters offers exceptional value to the City of Alpena and will continue to provide quality products and services to meet our goals.

Recommended Motion: Move to award an extension to Arrowhead Upfitters to provide vehicle upfitting not to extend beyond June 30, 2024.



Arrowhead Upfitters, Inc

5431 Davison Road, Lapeer, MI 48446

(810) 969-4420

3/14/2023

RE: Vehicle Upfitting Contract Extension

Chief Hamp,

Thank you for your continued support of our business. The purpose of this memo is to serve as a request for extension of our contract, under Section IX Contract Time. As of the date above, the City has 2 patrol vehicles (Ford Explorers) that are slated to be upfitted based on contract pricing. Moving forward into an extension, however, we will have to make adjustments to the line item's pricing that have increased due to reasons out of our control. Our labor rate will not be changing, only the costs of materials and parts.

Additionally, it is my understanding that moving forward with Enterprise, the City may be getting Tahoes or Explorers based on vehicle availability. It is very important to note that the costs of upfitting these two vehicles vary, with the Tahoe being more expensive to upfit. With that being said, I have attached a quote for the same equipment package, but designed for a Tahoe, for your review.

Also attached is a spreadsheet of the materials and parts used during an Explorer upfit, and the proposal new costs for each line item. Please keep in mind we are not marking up any items anymore than the original markups, we are simply increasing the costs of the parts linearly with the increases put in place by the manufacturers of the equipment. The agreed cost per vehicle for the current 2023 Explorers is \$12,430.50.

Please contact me with any comments or concerns.

Respectfully,

George Aftimos

Arrowhead Upfitters, Inc



Arrowhead Upfitters, Inc

5431 Davison Road, Lapeer, MI 48446

(810) 969-4420

Date: 8/10/2021

Proposed to:

City of Alpena, MI

208 N. First Avenue

Alpena, MI 49707

Arrowhead Upfitters, Inc. is a full-service emergency and non-emergency vehicle upfitter that specializes in visual and audible vehicle warning, in-car video systems, prisoner containment, vehicle protection, graphics, start-to-finish consulting, and more. We appreciate the opportunity to work with you and are pleased to submit the following proposal for your consideration.

Proposal: Police Equipment and Upfitting Services

(2) 2022 Ford Police Interceptor Equipment and Installation

PROPOSAL COST BREAKDOWN:

(2) 2021 Ford Interceptor Patrol (EA.)

- a. Parts & Freight: \$9,935.00 (EA.)
- b. Labor & Materials: \$2,300.00 (EA.)

Total: \$12,235.00 (EA.)

Total Proposal Amount: \$24,470.00

This proposal is valid through of December 31, 2021.

Thank you for the opportunity to work with you. We look forward to doing business together.

Sincerely,

George Altimos (Primary Contact)

Owner, Arrowhead Upfitters, Inc.

(810) 267-3337 manager@arrowheadupfitters.com

8/10/21



What Our Proposal Includes:

- All new emergency equipment, prisoner containment, and storage solution per provided bid specification.
- All labor and materials required to upfit (2) new 2021 Ford Police Interceptor Patrol cars and decommission (1) 2011 Chevrolet Tahoe.
- All shipping charges.
- All vehicle logistics- new vehicle pickup from dealership and delivery to Alpena, MI Police Department.
- 5-year workmanship and material warranty.
- We honor all the warranties on equipment we sell.
- Upon award of Contract, Arrowhead Upfitters will be compliant with the terms and conditions outlined in the relevant RFP/bid documents.

Advantages of Using Arrowhead Upfitters

- Proven reputation of providing top notch quality, customer service, and after-sale support to customers in every corner of Michigan, and in between. Please feel free to contact any of the references provided below.
- We have upfitted police vehicles for the City of Alpena in the past, so we know how the police department wants their vehicles assembled. Also, we have a great communication system in place already with the Chief of Police and Lieutenant.
- We only sell the highest quality, American-made equipment with the best warranties.
- In the event of a warranty issue or service issue, we send our team to you to resolve the issue on site. This means less mileage on the vehicle, less vehicle downtime, and reduced need to take officers off the road to deal with vehicle issues.
- We are owned and operated by public safety personnel, so we understand the importance of making sure all the vehicles we upfit are comfortable, functional, and are built to last.
- We only use the best installation materials and follow the best practices for the industry. All equipment is protected with redundant circuit protection. All our wiring is GXL, which is heat and abrasion resistant. We terminate our connections with 3M PermaSeal connectors which provide the best strength and conductivity. We make every effort to reduce the need to splice wires, but when we do, we either make connections with solder and adhesive-lined heat-shrink tubing, or 3M PermaSeal butt connectors.
- Our experienced technicians have years of automotive and upfitting experience with state, factory, and industry certifications.

We invite you to tour our facility. See for yourself!



References:

Hannahville Tribal Police Department

Chief Terry Pearson

(906) 466-2911

tpearson@hicpd.org

Village of Shelby Police Department

Chief Steve Waltz

(231) 861-6269

swaltz@shelbyvillage.com

Village of Almont Police Department

Chief Andrew Martin

(810) 798-8300

amartin@almontvillage.org

City of Wyoming Police Department

Fleet Supervisor Ted Seil

(616) 530-7273

seilt@wyomingmi.gov

City of Fenton Police Department

Lt. Jeff Cross

(810) 629-5311

crossj@fentonpolice.org



Please reference the bid worksheet for our unit pricing. We do not offer any substitutions or deviations from the provided bid specifications. Please note that the SoundOff Signal equipment is not only a Michigan brand, but is the latest and most innovative equipment available in the emergency vehicle market to date. It offers enhanced safety features for the operator of the emergency vehicle by using "smart" logic and vehicle signal interface. Contact us directly to see the SoundOff Signal bluePRINT system in action on our demo vehicle!

Being that Arrowhead Upfitters has worked with the City of Alpena in a previous project, we are willing to negotiate as needed to continue our business relationship. Please reach out to me if we need to adjust pricing or be more competitive; we would be more than happy to do the best we can.

Please be mindful that the COVID-19 pandemic has caused many shortages and delays in equipment and manpower. While delays are possible, with all equipment on hand, Arrowhead will make every effort to deliver the car in 15 business days or less. We will make every effort to coordinate equipment being on site before we take possession of the vehicle.

REQUEST FOR SEALED BIDS
FOR THE
CITY OF ALPENA PROJECT
Police Vehicle Equipment & Installation

August 2021

Prepared By:

City of Alpena
Police Department
501 W. Chisholm Street
Alpena, MI 49707
(989) 354-1800



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REQUEST FOR SEALED BIDS

Police Vehicle Equipment & Installation

The City of Alpena will receive sealed bids in the office of the City Clerk, Alpena City Hall, 208 N. First Avenue, Alpena, Michigan, 49707, until 2:00 p.m., Monday, August 16, 2021, for police vehicle equipment & installation. This project includes, but is not limited to, police vehicle equipment & installation.

The bids shall be opened and read publicly and then referred to City Council for action at a regular Council meeting.

Beginning on August 2, 2021, Specifications and other Contract documents may be obtained on the City of Alpena website at www.alpena.mi.us.

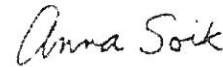
Questions regarding the bid contents should be directed to the City of Alpena Police Department via letter, written facsimile (989) 354-1805 or e-mail to erich@alpena.mi.us.

The City reserves the right to reject any and all bids and to waive irregularities in bids and to accept any bids which in the opinion of the City Council may be most advantageous to the City of Alpena and/or in accordance with the City's "Award Process" and other bidding documents.

Please pay particular attention to Section VIII., Award Process, A. Evaluation, on page 5, as this language has changed.

Please mark your envelope **"SEALED BIDS – Police Vehicle Equipment & Installation, August 16, 2021."**

City of Alpena



By: Anna Soik
City Clerk

ADVERTISEMENT

I. Sealed Bids Due

Sealed bids on forms prepared by the Police Department will be received by the City of Alpena at 208 N. First Avenue, Alpena, Michigan, 49707, until 2:00 p.m. (local time) on Monday, August 16, 2021 for Police Vehicle Equipment & Installation, in accordance with specifications and other contract documents prepared by the City of Alpena Police Department.

II. Proposals Will be Publicly Opened and Read

At 2:00 p.m. (local time) on August 16, 2021, at 208 N. First Avenue, Alpena, Michigan, 49707. Bids received after the aforementioned time shall be considered late and returned to the submitting entity unopened.

III. Reviewing Documents

Specifications and other contract documents may be reviewed on the City of Alpena's website at www.alpena.mi.us or at the following office:

City of Alpena
208 North First Ave
Alpena, MI 49707

IV. Obtaining Contract Documents

Specifications and other contract documents may be obtained on the City of Alpena website beginning on August 2, 2021.

INSTRUCTIONS TO BIDDERS

I. Proposals Requested for Supply of the necessary materials, tools, and all of the equipment and labor necessary, and all utilities and transportation services required to be performed and completed in workmanlike manner all of the work shown in accordance with Specifications and other contract documents prepared by the City of Alpena:

- A. Proposal: To be considered, each bidder shall submit a COMPLETE proposal in response to this Request for Sealed Bids. No other distribution of proposals is to be made by the bidder. Each proposal shall be made on a form prepared by the Police Department and included as one of the contract documents and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.
- B. Discrepancies: In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.
- C. Modifications: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.
- D. Examination of Contract Documents and Visit to Site: Before submitting a proposal, Bidders shall carefully read the specifications and the other contract documents, shall visit the site of work and shall fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the contract documents.
- E. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Bidder unopened.
- F. Withdrawal: Any Bidder may withdraw his proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of proposals.
- G. Opening: Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.
- H. Award or Rejection: The contract will be awarded to the responsive and responsible bidder who offers the best value to the City of Alpena in

compliance with the instructions herein and with the Advertisement. (See section "Award Process" in the "Instructions to Bidders".)

II. Interpretation of Documents

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents or finds discrepancies in or omissions from the specifications he may submit to the Police Department a written request for an interpretation or correction thereof. The person submitting the request will be responsible for the prompt delivery. All requests for information on the project shall be via, letter, written facsimile (989) 354-1805 or e-mail to erich@alpena.mi.us.

In the event that information is transmitted other than by letter, facsimile, or email, answers furnished shall not be considered official until verified in writing by the City of Alpena.

The City of Alpena does not commit to answering questions during the last seven (7) workdays prior to sealed bid opening date.

Answers that change or substantially clarify the request for sealed bids or the specifications will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the contract documents until seven (7) working days prior to date of sealed bid opening. Neither the Owner nor the Police Department will be responsible for any other explanations or interpretations of the contract documents.

III. Addenda

Any addenda issued during the time of bidding or forming a part of the contract documents loaned to the Bidder for the preparation of his proposal shall be covered in the proposal and shall be made a part of the contract. Receipt of each Addendum shall be acknowledged in the proposal. Information requests shall follow the procedure as above and must be received a minimum of seven (7) working days prior to bid letting date for sufficient time to issue an addendum if warranted.

IV. Bidders Interested in More Than One Proposal

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

V. Correction or Withdrawal of Bids; Cancellation of Awards

Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistake, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or electronic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- A. the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- B. the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or that cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the City Clerk.

VI. Hold Harmless Clause

The Vendor shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Vendor's late or defective performance, caused by or arising out of any action, omission, or operation performed in connection with work attributable to this contract; provided, however, the Vendor shall not be required to indemnify the City of Alpena, its employees, agents, public officials and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.

VII. Award Process

Responses to this request for sealed bids will be evaluated based upon the bidders current ability to provide the highest level of service and quality product that meets the requirements and goals of this request for sealed bids and is in the best interest of the City.

- A. Bidders shall also submit unit cost and/or total project cost on the prepared proposal forms included.

- B. Past Performance: The City of Alpena reserves the right to evaluate the bidder's prior performance with the City of Alpena, and the prior performance information may be a factor in the award decision.
- C. Financial Stability: In making an award decision, the City of Alpena reserves the right to evaluate the financial stability of any bidder. The City of Alpena may seek financial information from the bidder.
- D. Additional Steps: The City of Alpena, at its option, may engage other processes in order to make a final award decision:
1. Clarifications
If it is determined to be in the best interest of the City of Alpena and/or if a bidder's proposal is unclear, the City of Alpena may request from one or all bidders, a clarification. The City of Alpena will document, in writing, clarification being requested and forward to the bidders affected. This process does not allow for changes, rather to simply clarify the proposal submitted.
 2. Site Visit
The City of Alpena may conduct a site visit to tour and inspect the bidder's facilities. The City of Alpena will schedule these visits, if required.
 3. Pricing Negotiations
If it is determined that the pricing offered by bidders exceeds the budget or the cost expectation for the bid, the City of Alpena may enter into negotiations with the bidders on pricing only. No modification to the technical requirements or specifications will be allowed. If once a recommendation is made to award to a bidder, the City of Alpena, at its discretion, may engage in further pricing negotiations with the recommended bidder.
- E. Method of Award: Award will be made to the responsive and responsible bidder who offers the best value to the City of Alpena. Best Value is determined by the bidder offering the best combination of the factors stated above in Sections IX-A through IX-D in the Instructions to Bidders section.

The City of Alpena reserves the right to reject any or all bids in whole or in part, and to waive any informality or technical defects, if it is determined by the City of Alpena that the best interest of the City of Alpena will be served by doing so. In determining an award, qualifications of the bidder, conformity with specification of goods and/or services to be supplied, cost, and delivery terms, and a bidder's past performance on City of Alpena contracts will be considered. Bidders in violation of City Ordinance at the time of the bid opening may be considered ineligible to contract with the City or the bid may be rejected entirely.

The City reserves the right to enact the Local Bidders Preference if the City determines that bidders in question have first satisfied the conditions set forth by

sections A through D of the "IX Award Process" section. The City may grant an award to a *qualified* local bidder/vendor as defined below for an amount equal to the lowest bid submitted meeting specifications. The following businesses shall be given the opportunity to lower their overall bid amount if they are within the following percentages:

- A. Alpena City businesses:
Within 7% for projects under \$100,000 and 5% for projects at or over \$100,000
- B. Alpena County businesses:
Within 5% for projects under \$100,000 and 3% for projects at or over \$100,000

City of Alpena businesses shall have priority over Alpena County businesses.

To be considered for local bidder preference, a local bidder/Vendor shall have met the following qualifications for at least one year prior to the date bid proposals are due:

1. Shall have a legal and permanent business address within Alpena County.
 2. Shall be a personal property and real property taxpayer in Alpena County.
 3. Shall be in compliance with all City Codes and Ordinances.
 4. Shall not be indebted or in default to the City.
- F. Available Funding: In the event the low responsive and responsible bid for a construction project exceeds available funds, the City Clerk or City staff under the direction of the City Clerk, is authorized when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. **Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the request for bids and must be approved by the City Clerk or City Manager.**
- G. Lawsuits and Arbitration: The City reserves the right not to award a contract to any individual, organization, vendor, or subvendor who has filed any lawsuits or requested arbitration with regard to construction contracts within 5 years prior to the bid.

BID PROPOSAL

I. The Following Proposal is Hereby Made to:

The City of Alpena, 208 N. First Avenue, Alpena, Michigan, 49707.

II. Evaluation Section

Please attach pages in accordance with the section "Evaluation". Failure to provide this information shall make the bid ineligible.

III. Stipulated Amount

The Undersigned hereby proposes and agrees to furnish all necessary labor, tools, apparatus and materials, and do all the work, for the unit prices named in the itemized bid to complete the work herein described for the City of Alpena all in accordance with the specifications and other contract documents prepared by the City of Alpena Police Department.

Prices and notations must be made on the bid sheets following this page in ink or typed. Prices shall be for new items only unless specified otherwise. Any form of pricing corrections made to the proposal by the bidder prior to submission should be initialed in ink by the person signing the proposal.

The City of Alpena shall perform a mathematical check. In the event that a total is incorrect for any one or more items, the unit price recorded for that item will be multiplied by the bid quantity to obtain a new item and project total.

Equipment for 2021/22 Ford Police Utility or Equivalent

PART NO.	DESCRIPTION	PART NO. OF EQUIVALENT	DESCRIPTION OF EQUIVALENT	QTY	TOTAL
36-2125	WESTIN PUSH BUMPER ELITE			2	\$ 678.00
36-6005SMP2	WESTIN PB CHANNEL 2 MP HD			2	\$ 80.00
EMPS4STS4D	SOUNDOFF MPOWER 4" HD R/W			2	\$ 232.00
EMPS4STS4E	SOUNDOFF MPOWER 4" HD B/W			2	\$ 232.00
ETSS10000J	SOUNDOFF 100J SIREN SPEAKER			2	\$ 296.00
ENGSA581RSR	SOUNDOFF BLUEPRINT 500 SERIES*			2	\$ 1,630.00
ENGSYM01	SOUNDOFF BLUEPRINT SYNC*			2	\$ 472.00
ENGLNK002	SOUNDOFF LINK MODULE*			2	\$ 582.00
ENFWB001LH	SOUNDOFF NFORCE FRONT INTERIOR			2	\$ 2,002.00
ENFWB001SF	SOUNDOFF NFORCE REAR INTERIOR			2	\$ 1,154.00
ENT2B3R	SOUNDOFF INTERSECTOR RED			2	\$ 302.00
ENT2B3B	SOUNDOFF INTERSECTOR BLUE			2	\$ 302.00
3SCOCDCR	WHELEN 3" COMPARTMENT LT			4	\$ 216.00
EMPS2ST2R	SOUNDOFF MPOWER 4" STUD R			2	\$ 198.00
EMPS2ST2B	SOUNDOFF MPOWER 4" STUD B			2	\$ 198.00
PMP2BRK2LPV	SOUNDOFF L/P BRACKET			2	\$ 50.00
3SCOCDCR	WHELEN 3" COMPARTMENT LT			4	\$ 216.00
EMPS1ST2R	SOUNDOFF MPOWER 3" STUD R			2	\$ 142.00
EMPS1ST2B	SOUNDOFF MPOWER 3" STUD B			2	\$ 142.00
ETTFUT	SOUNDOFF PLUG-N-PLAY TLF			2	\$ 166.00
7160-1337-01	GAMBER DASH MOUNT			2	\$ 292.00
7120-0799	GAMBER 3" SWING ARM			2	\$ 36.00
7160-0928	GAMBER 9" TILT SWIVEL			2	\$ 500.00
7170-0734-01	GAMBER CONSOLE 20 FPIU			2	\$ 918.00
C-MCB	MIC CLIP BRACKET			2	\$ 20.00
MMSU-1	MAGNETIC MIC			2	\$ 70.00
90942	MOTOROLA COAX			2	\$ 40.00
488756	LAIRD 800 MHZ ANTENNA			2	\$ 90.00
PRPSP4714UIN20A	PRO-GARD PARTITION			2	\$ 1,806.00

PART NO.	DESCRIPTION	PART NO. OF EQUIVALENT	DESCRIPTION OF EQUIVALENT	QTY	TOTAL
QK0566ITU20	SETINA REAR SEAT PARTITION			2	\$ 2,448.00
TRUCKVAULT	TRUCKVAULT W/COMBINATION LOCK			2	\$ 3,400.00
EMPS2ST2R	SOUNDOFF MPOWER 4" STUD R			2	\$ 198.00
EMPS2ST2B	SOUNDOFF MPOWER 4" STUD B			2	\$ 198.00
PMP2WSSSB	SOUNDOFF WINDOW SHROUD			4	\$ 40.00
ECVDMLTALOO	SOUNDOFF TICKET LIGHT			2	\$ 124.00
MISC PARTS	MATERIALS			2	\$ 600.00
LABOR	LABOR*			2	\$ 4,000.00

- First vehicle is intended to be a new build with no transfer of equipment; however in the event not all equipment is received in a timely manner, some transfers maybe necessary. Some equipment for the second new vehicle will be transferred from a 2011 Chevrolet Tahoe. Tahoe is to be decommissed and stripped of emergency equipment (other then spotlights).
- The City of Alpena reserves the right to evaluate and approve or deny the equivalent items.

IV. Addenda

The Undersigned hereby acknowledges receipt of the following addenda:

<u>Addenda No.</u>	<u>Dated</u>
<u>1</u>	<u>August 10, 2021</u>
<u> </u>	<u> </u>

V. Execution of Agreement and Furnishing Bonds

Within ten (10) days of receiving the prepared contract documents, the Undersigned agrees to execute the form of agreement included as part of the contract documents and to furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the contract amount and a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount.

VI. Subvendor Acknowledgment

The Undersigned hereby acknowledges all subvendors to be utilized on the above stated projects. The successful bidder agrees to bind every subvendor by the terms of the contract documents. The City reserves the right to disqualify any potential subvendor listed herein and any subvendors which the VENDOR may elect to use on the project. The City reserves the right to require subvendors to submit the information required in the section "Award Process". The contract documents shall not be construed as creating any contractual relation between any subvendor and the Owner. All subvendors shall be held accountable to the criteria and obligations as described by specifications and contract documents herein. Failure to list subvendors may result in rejection of the bid.

<u>Subvendor</u>	<u>Item of Work</u>
<u>None</u>	<u>None</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

VII. Execution of Contract

A Contract will be executed with the responsive and responsible bidder who offers the best value to the City of Alpena upon approval by City Council.

VIII. Bid Price Guarantee

The bidder shall honor the individual bid prices and project bid total for a period of sixty (60) days following the bid submittal date.

IX. Contract Time

If awarded the contract, the Undersigned after the receipt of the executed contract, which shall serve as the notice to proceed, shall complete all work described in the contract by **June 30, 2022**. Five hundred (\$500.00) dollars per day will be deducted from monies due the Vendor for each calendar day, exclusive of Sundays and holidays, that the work remains uncompleted beyond the completion date. Written extensions will be reviewed and may be approved by the Chief of Police, or Designee, with justifications.

The City of Alpena shall have the right to extend this contract for two additional one year periods if both parties can mutually agree upon prices. If both parties cannot agree on prices for a contract extension, the existing contract will be allowed to expire and the contract will be rebid. Increase shall not exceed the annual Proposal "A" rate of inflation increase, as established by the State of Michigan Tax Commission or 3%, whichever is less, for the comparable period of time. In the event that the proposal "A" rate of inflation is no longer available, the annual adjustment shall not exceed the increase in a comparable index, which is mutually acceptable to the City and Vendor, for the comparable period of time. In no case shall the contract be extended beyond June 30, 2024.

X. Owners Rights Reserved

The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner in accordance with section "Award Process".

XI. Termination

The City shall have the right to terminate this contract with a ten (10) day written notice to the other party. If the Vendor fails to maintain continuous work practices or delays completion of the project, the City may consider this default of the Contract.

XII. This Proposal is Submitted By:

Company Name Arrowhead Upfitters, Inc.
By George AFTIMOS
Title Owner
Address 5431 DAVISON ROAD STE A
City, State & Zip Lapeer, MI 48446
Telephone No. (810) 969-4420
Fax No. _____
Email Address manager@arrowheadupfitters.com

AGREEMENT

I. THIS AGREEMENT, made as of the 16 day of August, 2021, by and between the City of Alpena, hereinafter called the OWNER, AND Arrowhead Upfitters, Inc., hereinafter called the VENDOR, WITNESSETH that whereas the VENDOR intends to furnish all materials, tools, and all of the equipment and labor necessary, and all utilities and transportation services required to perform and complete in workmanlike manner all of the work shown being the **Police Vehicle Equipment & Installation**, hereinafter called the PROJECT, in accordance with the specifications and other contract documents.

THE OWNER AGREES TO PAY and the VENDOR agrees to accept, in full payment for the performance of this contract, the contract amount of:

(\$24,470.00)

The contract amount listed above is based on unit prices for estimated quantities. Completed contract amount may vary.

NOW, THEREFORE, the OWNER and VENDOR for the considerations hereinafter set forth, agree as follows:

II. THE VENDOR AGREES to furnish all labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.

1

Dated

August 10, 2021

- A. Contract Time: Work under this agreement shall start within ten (10) days after the receipt of the executed contract, which shall serve as the notice to proceed and shall be completed by the following date: **June 30, 2022**. Five hundred (\$500.00) dollars per day will be deducted from monies due the VENDOR for each calendar day, exclusive of Sundays and holidays, that the work remains uncompleted beyond the completion date. Written extensions will be reviewed and may be approved by the Chief of Police, or Designee, with justifications. The City of Alpena shall have the right to extend this contract for two additional one year periods if both parties can mutually agree upon prices. If both parties cannot agree on prices for a contract extension, the existing contract will be allowed to expire and the contract will be rebid. Increase shall not exceed the annual Proposal "A" rate of inflation increase, as established by the State of Michigan Tax

Commission or 3%, whichever is less, for the comparable period of time. In the event that the proposal "A" rate of inflation is no longer available, the annual adjustment shall not exceed the increase in a comparable index, which is mutually acceptable to the City and Vendor, for the comparable period of time. In no case shall the contract be extended beyond June 30, 2024.

- B. Subvendors: The VENDOR agrees to bind every subvendor by the terms of the contract documents. The contract documents shall not be construed as creating any contractual relation between any subvendor and the Owner. The VENDOR shall submit a written request and receive permission from the Chief of Police, or Designee, to use any subvendor other than those listed in Section VI of the Bid Proposal prior to that subvendor working on the project.

III. THE OWNER AGREES to make and the VENDOR agrees to accept payment in accordance with the unit price schedule of the proposal and in accordance with the provisions of the contract documents.

- A. Progress payments will be made in accordance with the General Conditions of the contract.

IV. Contract Documents

The contract documents comprise the following general classifications of documents, including all additions, deletions and modifications incorporated therein before the execution of the agreement.

- A. Bidding Documents
- B. Contractual Documents
- C. Special Provisions

In the event that any provision of one contract document conflicts with the provision of another contract document, the provision in that contract document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this instrument)
- B. Addenda to Contract Documents
- C. Remaining Legal and Procedural Documents
 - 1. Proposal
 - 2. Information for Bidders
 - 3. Advertisement
- D. Detailed Specification Requirements

VI. Authority and Responsibility of the Police Department

All work shall be done under the general observation of the Police Chief. The Police Chief shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of specifications and all questions as to the acceptable fulfillment of the contract on the part of the VENDOR.

VII. Successors and Assigns

This agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the VENDOR, respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the VENDOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

VIII. Special Provisions

The Owner and the VENDOR mutually agree that this agreement shall be subject to the Special Provisions, which shall supersede other conflicting provisions of the Agreement.

IX. Termination

The City shall have the right to terminate this contract with a ten (10) day written notice to the other party. If the VENDOR fails to maintain continuous work practices or delays completion of the project, the City may consider this default of the Contract.

X. Agreement Execution

IN WITNESS WHEREOF, the parties have made and executed this agreement, the day and year first above written.

City of Alpena
OWNER

By: _____
Matthew J. Waligora, Mayor Date

By: _____
Anna Soik, City Clerk Date

208 N. First Avenue
Business Address

Alpena, MI 49707
City, State, Zip

William Pfeifer 7/25/21
William Pfeifer, City Attorney Date
(approved as to form only)

Arrowhead Upfitters, Inc
VENDOR

By: George Aftimos
Title Owner

By: _____
Title

5431 Davison Rd Ste A
Business Address

Lapeer, MI 48446
City, State, Zip

(810) 969-4420
Business Telephone Number



City Hall
208 North First Avenue
Alpena, Michigan 49707
www.alpena.mi.us

Engineering

**Police Vehicle Equipment & Installation
Addendum #1**

August 10, 2021

This letter shall serve as Addendum #1 for the **Police Vehicle Equipment & Installation**. Please record the receipt of this addendum on page 11 and 13 of the bid documents.

This addendum shall address the following:

1. The City separately purchased several other pieces of peripheral equipment that will need installation. Each vehicle will also have new:
 - WatchGuard 4RE in-car video system
 - Getac F110 tablet with mounting dock/keyboard
 - Motorola APX4500 Mobile radio with antenna and separate control head. We recently ordered two (2) mobile units and are hopeful they will arrive in a timely manner.
 - Kustom Raptor radar unit - One new unit and one transferred from another vehicle (Tahoe)
 - V-Drain (driver side floor)
 - TigerTough seat cover (driver seat)
2. The vendor is also responsible for the decommissioning of the Tahoe. This is part of the bid package.

Any questions regarding this addendum should be directed to 989-354-1800, or by email at joelj@alpena.mi.us.

A handwritten signature in black ink, appearing to read 'Joel Jett', written over a horizontal line.

Joel Jett, Chief of Police