

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 19, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of October 5, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. National American Indian Heritage Month – November 2015
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

(All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Council member, that member may request removal from the Consent Agenda.)

 - a) To Appoint Hung Nguyen as a Member of the WKTV Commission for the City of Wyoming
 - b) To Set a Public Hearing to Amend Industrial Development District 273 for Michigan Turkey Producers in the City of Wyoming (November 2, 2015 at 7:01 p.m.)
 - c) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company
- 15) Resolutions**
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - d) To Authorize a Contract Amendment Between the City of Wyoming and the Salvation Army Social Services of Kent County
 - e) To Authorize a Contract Amendment for Specific Home Repair Services
 - f) To Accept a Proposal from Redhead Design Studio for Website Redesign, Development and Maintenance System and to Authorize the City Manager to Sign the Acceptance (Budget Amendment No. 22)
 - g) To Approve Payment of the Annual Grand Valley Metro Council Dues

- h) To Participate in the Operation and Maintenance of the Regional Geographical Information System (REGIS)
- i) To Authorize an Increase in Wyoming's Participation with URS Corporation Great Lakes (Now AECOM) for the 54th Street Corridor Study
- j) To Approve Additional Funding for Work on Various Michigan Department of Transportation Projects within the City of Wyoming
- k) To Extend the Bid for Video Inspection and Cleaning of Existing Underground Sewer Lines to Terra Contracting
- l) To Accept a Quote for a Real-Time Quantitative PCR System for DNA Analysis
- m) To Accept a Quote for Replacement Pump Parts
- n) To Extend the Bid for the Purchase of Liquid Chlorine
- o) To Award a Bid for a Motorized Lawn Care Spreader/Sprayer and Authorize the Purchase of Two Dump/Plow Truck Cab & Chassis and One Front End Loader
- p) For Award of Bid
 - 1. Lamps & Ballasts

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

PROCLAMATION
NATIONAL AMERICAN INDIAN HERITAGE MONTH
NOVEMBER 2015

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned in honor of National American Indian Heritage Month.

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, do hereby proclaim November 2015, as

National American Indian Heritage Month

in the City of Wyoming, and urge our citizens to observe this month with appropriate programs, ceremonies and activities.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

RESOLUTION NO. _____

RESOLUTION TO APPOINT HUNG NGUYEN AS A MEMBER OF
THE WKTV COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Hung Nguyen has submitted an application requesting appointment to the WKTV Commission for the City of Wyoming.
2. A vacancy exists in a regular term ending June 30, 2018 on the WKTV Commission.
3. City Council wishes to appoint Hung Nguyen as a member to the WKTV Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Hung Nguyen as a member of the WKTV Commission for the regular term ending June 30, 2018.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING
TO AMEND INDUSTRIAL DEVELOPMENT DISTRICT 273 FOR
MICHIGAN TURKEY PRODUCERS IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to amend Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. The City Council established Industrial Development District 273 located at 1100 Hall Street SW, Wyoming, Michigan, on June 6, 2005 with resolution number 21784.
3. The City Council approved a conditional transfer of property agreement with the City of Grand Rapids for properties located at 1191 Freeman Ave SW and 1043 Freeman Ave SW, Grand Rapids, MI, 49503, on September 21, 2015 with resolution number 25247.
4. Michigan Turkey Producers has requested that the City amend Industrial Development District 273 to include its property located at 1191 Freeman Ave SW and 1043 Freeman Ave SW, Grand Rapids, MI as legally described on the attachment.
5. Prior to amending districts, it is necessary to first hold a public hearing at which the owners of the affected property and any other residents or taxpayers of the City can be given an opportunity to comment on the amendment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on November 2, 2015 at 7:01 p.m., at Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, at which the owners of property located within the proposed amended Industrial Development District and other residents or taxpayers of the City shall be given an opportunity to comment on the proposed amended district to be comprised of the properties described on the attached Exhibit A, which is incorporated by reference, and commonly known as 1100 Hall St SW, Wyoming MI to include 1191 Freeman Ave SW and 1043 Freeman Ave SW, Grand Rapids, MI.
2. Notice of this hearing shall be given to the applicant, the Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

10/19/15
Clerk/JS

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:
Exhibit A - Legal Descriptions

Resolution No. _____

EXHIBIT A

Legal Descriptions

Address: 1100 Hall St SW, Wyoming, MI

Tax Parcel No.: 41-17-02-201-009

Legal Description:

PART OF N 1/2 OF SEC COM AT NW COR OF NE 1/4 TH E ALONG N SEC LINE TO W LINE OF FREEMAN AVE / 30 FT WIDE/ TH SLY ALONG W LINE OF SD AVE TO NLY LINE OF CONRAL RR R/W /50 FT WIDE/ TH NWLY ALONG SD RR R/W TO CL OF PLASTER CREEK TH NLY ALONG SD CL TO N SEC LINE TH E TO BEG * SEC 2 T6N R12W 4.99 A.

Address: 1191 Freeman Ave SW, Grand Rapids, MI 49503

Tax Parcel No.: 41-13-35-300-011

Legal Description:

S 105.0 FT OF W 200.0 FT OF E 263.50 FT OF W 1/2 W 1/2 SE 1/4 * SEC 35 T7N R12W 0.48 A.

Address: 1043 Freeman Ave SW, Grand Rapids, MI 49503

Tax Parcel No.: 41-13-35-300-013

Legal Description:

PART OF E 1/2 SWFRL 1/4 & PART OF W 1/2 W 1/2 SE 1/4 COM AT S 1/4 COR TH N 89D 18M 35S W ALONG S SEC LINE 76.41 FT TO CL OF PLASTER CREEK TH N 44D 08M 00S W 590.76 TO INT OF CL OF SD CREEK & SELY LINE OF C&O RR R/W TH N 47D 41M 00S E ALONG SELY LINE OF SD RR R/W 333.38 FT TH S 42D 19M 00S E 587.24 FT TH N 80D 21M 08S E 229.28 FT TH N 47D 41M 14S E 276.52 FT TO WLY LINE OF FREEMAN AVE /80 FT WIDE/ TH S 2D 04M 00S E ALONG WLY LINE OF SD AVE 335.0 FT TO N LINE OF S 105 FT OF SE 1/4 TH 90D 00M 00S W ALONG SD N LINE 200.0 FT TO W LINE OF E 263.50 FT OF W 1/2 W 1/2 SE 1/4 TH S 2D 04M 00S E ALONG SD W LINE 105.0 FT TO S SEC LINE TH 90D 00M 00S W ALONG S SEC LINE 400.48 FT TO BEG * SEC 35 T7N R12W 7.39 A.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City has entered into a contract with Consumers Energy Company which provides for a Consumers Energy Company owned streetlighting system within certain parts of the City.
2. The City desires to have Consumers Energy Company place one 150 watt high pressure sodium streetlight at 3407 Oriole Ave SW.
3. The proposed addition is warranted due to lack of sufficient lighting currently available in the area.
4. Consumers Energy will replace this streetlight at no cost to the City but will charge a non-refundable payment of \$100.00 for installation.
5. Consumers Energy has submitted the attached modification to the streetlighting contract to address this change.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized to execute the attached Authorization for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolution.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Authorization for Change in Standard Lighting Contract
Consumers Energy Resolution w/ map

Resolution No. _____



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100003548590

Consumers Energy Company is authorized as of _____, by the City of wyoming, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of wyoming, dated 10/2/2015.

Lighting Type:
General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):
1031825426

Construction Work Order Number(s):
10635056

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/2/2015 shall remain in full force and effect.

City of wyoming

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Wyoming, dated 10/2/2015, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Kent

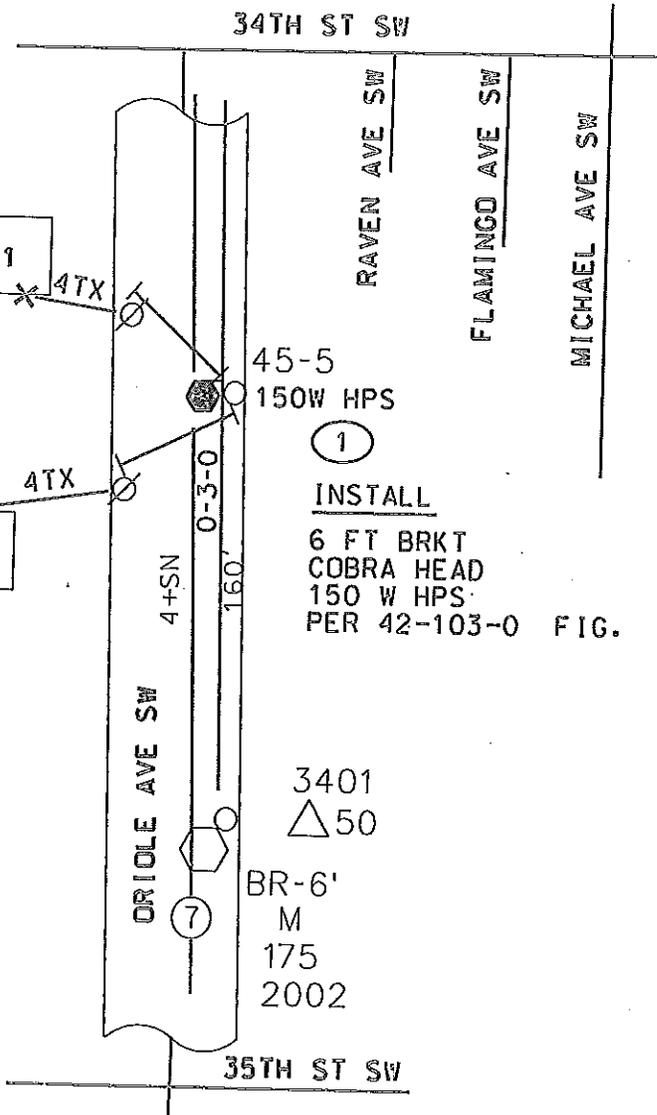
I, _____, Clerk of the City of Wyoming, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>150</u>	<u>HPS</u>	<u>Cobrahead</u>	<u>Non-Cutoff</u>	<u>Install</u>	3407 oriole st sw



KENT CO
CITY OF WYOMING
T06 R12 SEC.14

	VOLTAGE DROP	FLICKER	TRANSFORMER DEMAND LOAD (KVA)	MOTOR LOAD
EXISTING				
PROPOSED	8.93	NA	64	NA

ORDER NUMBER

<p>A CMS Energy Company</p> <p>ELECTRIC</p>	DESIGNED BY PZIEMBA	DATE 09/28/15	3407 ORIOLE AVE SW /STLT		
	APPROVED BY	DATE	For: CITY OF WYOMING 3407 ORIOLE AVE SW		
SHEET 1 OF 1		SCALE NTS			
<p>-CONSTRUCTION CERTIFICATION-</p> <p>Work was constructed as Engineered or Changed as Indicated. All Salvageable Material Was Returned to Stores.</p> <p>Signed _____ in Direct Charge of Work</p> <p>Dates: Started _____ Completed _____</p> <p>MISS DIG NUMBER: _____ DATE: _____</p>		TLM NUMBER 0612143401	# OF RODS	OHMS	CONSTRUCTION MEASURE NUMBER 100003548590
SUBSTATION BURLINGAME		WD NO. 0727	ORDER TYPE ECNC	MAINTENANCE ACTIVITY TYPE STL	DESIGN NUMBER 10635056
CIRCUIT MICHAEL		CKT NO. 02	LCP NO. 0402	STAKED	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				TREES	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
ELECTRIC CAD TITLE BLOCK (8-1/2x11) 10-30-2008 SHEET A		DESIGN FILE NAME: 10635056.001		T R S 06 12 14	

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT BETWEEN THE CITY OF
WYOMING AND THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY

WHEREAS:

1. The 2015/2016 Wyoming Community Development Block Grant Program approved budget includes an activity to provide low-income Wyoming families pending eviction with short-term rental assistance.
2. The City has identified as a high priority in its Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
3. On July 1, 2015, the City of Wyoming entered into an agreement with The Salvation Army Social Services of Kent County to provide low-income families residing in the city of Wyoming, at risk of housing loss through a pending eviction, with short-term rental assistance.
4. Due to the need to fully spend the 2014-2015 CDBG grant award in 2015-2016, the City Council on September 8, 2015 authorized a budget amendment to increase the funding for The Salvation Army Social Services of Kent County from \$16,000.00 to \$36,000.00. The amendment also calls for an increase in the number of low-income families provided with short-term rental assistance from approximately 8 families to 18 families.
5. Sufficient funds are available in the activity account #256-400-69216-956.308.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement amendment with The Salvation Army Social Services of Kent County, increasing the total contract amount from \$16,000.00 to \$36,000.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried: Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: October 14, 2015

Subject: The Salvation Army Social Services of Kent County 2015-2016
Contract Amendment

From: Kimberly Lucar, Administrative Aide

Cc: Rebecca Rynbrandt, Director of Community Services
Betty Zylstra, Executive Director - The Salvation Army Social
Services

Meeting Date: October 19, 2015

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement amendment with The Salvation Army Social Services of Kent County related to Community Development Block Grant (CDBG) funding of short-term rental assistance as a means to prevent homelessness. The amendment is to increase the current contract amount from \$16,000.00 to \$36,000.00, and increasing the number of low-income families assisted from approximately 8 families to 18. The increase coincides with the September 8, 2015 City Council authorized Budget Amendment to fully spend the 2014-2015 CDBG grant award in 2015-2016.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Salvation Army Social Services of Kent County supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming. The City desires to provide funding to The Salvation Army Social Services of Kent County to provide homeless prevention assistance for low-income families living in the City of Wyoming to allow households to remain in their rental unit and maintain housing stability.

Social Equity – The City has identified as a high priority in its Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing. Providing funding for short-term rental assistance to Wyoming families pending eviction helps to address these priorities.

Economic Strength – The Salvation Army Social Services of Kent County shall use CDBG funds allocated by the City for the cost of providing approximately eighteen (18) low-income Wyoming families pending eviction with short-term rental assistance. These funds assist families who are at risk of becoming homeless.

DISCUSSION:

The 2015-2016 Wyoming Community Development Block Grant Program approved budget includes an activity to provide low-income Wyoming families pending eviction with short-term rental assistance. On July 1, 2015, the City of Wyoming entered into an agreement with The Salvation Army Social Services of Kent County for these services. Due to the need to fully spend the remaining 2014-2015 CDBG grant award in 2015-2016, the City Council, on September 8, 2015, authorized a Budget Amendment, which increased the total funding for these Salvation Army services from \$16,000.00 to \$36,000.00. An amended contract is now being presented to allow for the contract change. The amendment also calls for an increase in the number of low-income families provided with short-term rental assistance from approximately 8 families to 18.

BUDGET IMPACT:

The amended contract is in the amount (not to exceed) \$36,000.00. Sufficient funds are available in the activity account #256-400-69216-956.308.

ATTACHMENTS:

Resolution
Agreement

**CONTRACT AMENDMENT BETWEEN
THE CITY OF WYOMING
AND
THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY
JULY 1, 2015 THROUGH JUNE 30, 2016**

THIS CONTRACT, entered into this ____ day of _____, 2015, effective from July 1, 2015 through June 30, 2016 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Salvation Army Social Services of Kent County**, a Not-for-Profit Corporation, located at 1215 E. Fulton Street, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, the City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming; and

WHEREAS, the City has identified as a high priority in its Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing; and

WHEREAS, the City desires to provide funding to the Subrecipient to provide homeless prevention assistance for low-income families living in the city of Wyoming to allow households to remain in their rental unit and maintain housing stability;

NOW, THEREFORE, the City and the Subrecipient do mutually agree as follows:

1. Project Objective.

The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide low-income families residing in the city of Wyoming at risk of housing loss through a pending eviction with short-term rental assistance for the purpose of preventing homelessness and providing a suitable living environment.

2. Scope of Services.

In order to accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- a. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately eighteen (18) low-income Wyoming families pending eviction with short-term rental assistance. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for short-term rental assistance for not more

than three (3) months, with the total amount expended not to exceed THIRTY-SIX THOUSAND AND NO/DOLLARS (\$36,000.00).

- b. The Subrecipient shall determine eligible households to be at or below 40% of the Area Median Income and be at-risk of homelessness. These households will be identified by Housing Assessment Program (HAP) intake staff and referred to a housing resource specialist on staff. The housing resource specialist must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
- c. The Subrecipient will invoice and collect from the City a maximum total of THIRTY-SIX THOUSAND and NO/100 DOLLARS (\$36,000.00) to be used to reimburse the Subrecipient the cost of providing short-term rental assistance to low-income Wyoming families pending eviction.
- d. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance.

- a. On July 1, 2015, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2016, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of THIRTY-SIX THOUSAND and NO/100 DOLLARS (\$36,000.00) in accordance with the following schedule:
 - 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
 - 2) Reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming within 30 days of the period end with the exception of the period end of June 30, 2016, which shall be limited to 31 days (July 31, 2016).
 - 3) If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end.

4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2016 by July 31, 2016 shall result in loss of funding for said expenses.

b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of THIRTY-SIX THOUSAND and NO/100 DOLLARS (\$36,000).

5. Financial Transparency.

The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by way of this agreement. The Subrecipient agrees that it will maintain an operational internet website accessible to the general public.

6. Continued Funding.

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 28.

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to The Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to The Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

a. Any unearned payments under this Contract may be suspended by the City upon The Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.

b. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees.

Donations and fees which are received by The Subrecipient in connection with provision of services under this Contract shall be included in its financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees.

9. Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient is

required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

- a. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.
 - 1) The City shall determine in its sole discretion whether the work is satisfactorily completed.
 - 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
 - 3) In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
- b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
- c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.
 - 1) In the event this Contract is terminated:
 - a) All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City; and
 - b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.
 - 2) It is agreed that nothing contained herein shall:

- a) Deprive the City of any additional rights or remedies, either at law or in equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b) Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.
- 3) Nothing contained herein shall prohibit the City and the Subrecipient from mutually agreeing to terminate this Contract.

11. Reports and Information.

- a. **Financial Records and Reports.** The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”
- b. **Administrative Practices and Policies.** The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. **Equal Opportunity Employment.** The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. **Community Development Program Reports.** The Subrecipient shall maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household; attestation of property rental certification compliance. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 31, 2016.
- e. **Annual Performance Report.** This report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be

required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

- f. Demographic Report. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

In addition, the Subrecipient agrees to submit special reports when requested.

- g. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

CDFA Program Title – Community Development Block Grants/Entitlement Grants
CDFA Number – 14.218
Agency Office – Department of Housing & Urban Development/Office of Community Planning & Development
Type of Assistance – A-Formula Grants
Organizational Unit – City of Wyoming
Organizational DUNS – 07928-3982
Award Year – 2015/2016 (July 1, 2015 – June 30, 2016)
Subrecipient Name – The Salvation Army Social Services
Project – Subsistence Payments, administered by The Salvation Army Social Services
Project Description – City of Wyoming low-income persons pending eviction have the benefit of short-term rental assistance for the purpose of preventing homelessness and providing a suitable living environment.
Project Funding - \$36,000

12. Eligible Costs of the Subrecipient.

Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules and regulations and conditions mandated by the City, including the regulations found at 2 CFR Part 200 entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”

13. Records and Documentation.

- a. Establishment and Maintenance of Records. The Subrecipient shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be required by the City.
- b. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.

- c. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
 - 1) Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
 - 2) Permit the City, or its designee, to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - 3) Allow the City, or its designee, to review such documents pertaining to this Contract that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- c. The Contractor is required to compare the amounts reported on their audited financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.

15. Conflict of Interest.

- a. The Subrecipient covenants that no conflict of interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the scope of services (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- b. The Subrecipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

16. Assignment and Transfer of Interest; Subcontracting.

The Subrecipient shall not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Subrecipient from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Subrecipient shall promptly notify the City of any such assignment or transfer.

17. Lobbying and Political Activities.

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the City.

18. Save Harmless Clause.

The Subrecipient shall indemnify and save harmless the City, its officers, agents and employees against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Subrecipient shall defend, indemnify and save harmless the City from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Subrecipient or its subcontractors. Any insurance coverage specified herein and in any special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Subrecipient under the terms and conditions of this Contract. The Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

19. Debarred or Ineligible Contractors.

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status.

Subrecipients should check all contractors, subcontracts, and vendors against the Federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

Subrecipients shall confirm and document rental housing as registered certified for occupancy by the City of Wyoming. Property compliance can be confirmed by visiting <http://www.wyomingmi.gov/Building/building.asp> (Permit and Complaint Lookup).

20. Federal Uniform Administrative Requirements.

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The Subrecipient will comply with the requirements and standards specified in the following federal regulations:

2 CFR Part 200 entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”

Subpart K of 24CFR570, “Other Program Requirements”, except that the Subrecipient does not assume the City’s environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24CFR570.504, “Program Income.”

Subpart J of 24CFR570.502, “Applicability of Uniform Administrative Requirements.”

21. Insurance.

The Subrecipient shall purchase and maintain, at its sole expense and as long as it is providing services to City, the following insurance coverage:

- a. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence

- b. Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

No-fault coverage – statutory
Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence

- c. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

Workers' Compensation – statutory
\$500,000 per occurrence

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall

remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

- e. Insurance coverage shall cover all claims against the City, its officials and employees, arising out of the work performed by the Subrecipient or any of its subcontractors under this Agreement. Should any work be subcontracted, it shall be the responsibility of the Subrecipient to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Subrecipient shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.
- f. Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under this Agreement. Upon request, the Subrecipient shall provide the City with a complete certified copy of the policies for the above coverage's. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by City. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

22. Civil Rights.

- a. The Subrecipient agrees that it will not discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, marital status, height, weight, age, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.

- d. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

23. Compliance with the Law.

In performing the Services and Activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including but not limited to the following: the Architectural Barrier Act of 1968, as amended, 42 USC § 4151 *et seq.*; the Barrier Free Design Act, 1966 PA 1, as amended, MCL 125.1351 *et seq.*; the Davis-Bacon Act, as amended, 40 USC § 3141 *et seq.*; the Copeland Anti-Kickback Act, as amended, 18 USC § 874, 40 USC § 3145, and as supplemented by 29 CFR Part 3; and the Federal Fair Labor Standards Act of 1938, as amended, 29 USC § 201 *et seq.*

24. Severability of Provisions.

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

25. Waiver.

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

26. Disclosure of Confidential Material.

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

27. City Department or Office.

It is agreed by the parties hereto that the City's Community Development Office shall be responsible for the administration of this Contract on behalf of the City.

28. Termination at City's Election.

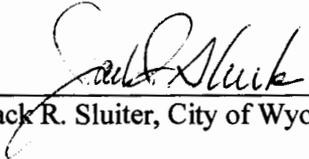
Either party may, upon sixty (60) days written notice to the Contractor, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Subrecipient, the City shall not be obligated to supply financial assistance over the

THE SALVATION ARMY OF KENT COUNTY,
a not-for-profit corporation

By: _____
Betty Zylstra, Executive Director Date
The Salvation Army of Kent County

By: _____
Bramwell E. Higgins, Secretary Date
The Salvation Army Central Territory

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT
FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS:

1. The 2015/2016 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
2. On July 1, 2015, the City of Wyoming entered into an agreement with Home Repair Services of Kent County, namely a Minor Home Repair program and an Access Modification Program for persons with disabilities.
3. Due to the need to fully spend the 2014-2015 CDBG grant award in 2015-2015, the City Council on September 8, 2015 authorized a budget amendment to increase the funding for Home Repair Services from \$60,000.00 to \$90,000.00, with the Minor Home Repair program increased to \$60,000.00 and the Access Modifications program increased to \$30,000.00. The contract amendment also calls for an increase in the maximum amount per location from \$3,500.00 to \$5,000.00 for both programs.
4. Sufficient funds are available in the activity account #256-400-69215-956.085 (\$70,000.00) and #256-400-69216-956.085 (\$20,000.00).

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement amendment with Home Repair Services of Kent County, increasing the total contract amount from \$60,000.00 to \$90,000.00, with the Minor Home Repair program increased to \$60,000 and the Access Modifications program increased to \$30,000.00. The maximum amount per location is also increased from \$3,500.00 to \$5,000.00 for both programs.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: October 14, 2015

Subject: Home Repair Services 2015-2016 Contract Amendment

From: Kimberly Lucar, Administrative Aide

Cc: Rebecca Rynbrandt, Director of Community Services
David Jacobs, Home Repair Services

Meeting Date: October 19, 2015

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement amendment with Home Repair Services of Kent County, increasing the total Community Development Block Grant (CDBG) award from \$60,000 to \$90,000 to provide for an increased level of home repair and access modifications. Specifically, the contract amendment increases the amount dedicated to the Minor Home Repair program to \$60,000 and the Access Modification program to \$30,000. The maximum amount allowed to be spent per location would also be increased from \$3,500 to \$5,000 for both programs. The increase coincides with the September 8, 2015 City Council authorized Budget Amendment to fully spend the 2014-2015 CDBG grant award in 2015-2016. It is recommended the City Council now therefore enter into the attached amended agreement with Home Repair Services.

SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall address blight and public welfare through improved housing.

Social Equity – Funding shall impact disenfranchised low-moderate income home owners.

Economic Strength – Through the improvement of housing stock within the City of Wyoming, property values shall be maintained or improved, not only at the specific location but also throughout the immediate neighborhood through the proximity effect. Low-moderate income homeowners shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. as a result of subsidized home repairs.

DISCUSSION:

The 2015-2016 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents. On July 1, 2015, the City of Wyoming entered into an agreement with

Home Repair Services of Kent County, namely a Minor Home Repair program and an Access Modification Program for persons with disabilities. Due to the need to fully spend the 2014-2015 CDBG grant award in 2015-2016, the City Council on September 8, 2015 authorized a Budget Amendment, which increased the total funding to \$90,000, with the Minor Home Repair program increased to \$60,000 and the Access Modification program increased to \$30,000. The maximum amount per location will also be increased from \$3,500 to \$5,000 for both programs. The increase in the total contract amount and in the maximum amount per location will enable more low to moderate income homeowners to be served.

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$90,000.00, distributed as follows: Minor Home Repair - \$60,000.00 and Access Modification - \$30,000.00. Sufficient funds are available in the activity account #256-400-69215-956.085 (\$70,000.00) and #256-400-69216-956.085 (\$20,000.00).

**CONTRACT AMENDMENT BETWEEN
THE CITY OF WYOMING
AND
HOME REPAIR SERVICES OF KENT COUNTY, INC.
JULY 1, 2015 THROUGH JUNE 30, 2016**

THIS CONTRACT is entered into this _____ day of _____, 2015, effective from July 1, 2015 through June 30, 2016 and by and between the **City of Wyoming**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, through its Community Development Section of the Planning and Development Department, hereinafter called the "City", and **Home Repair Services of Kent County, Inc.**, a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Subrecipient".

WITNESSETH THAT:

WHEREAS, the City desires to engage the Subrecipient to perform certain services and activities; and

WHEREAS, the Subrecipient agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City;

NOW, THEREFORE, the City and the Subrecipient do mutually agree as follows:

SECTION 1 - PROGRAM OBJECTIVES:

1. The program objectives of this Agreement are herein established as the standards to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient.
2. The objectives are to preserve and improve the eligible housing stock within the City of Wyoming by means of:
 - a. Providing a Minor Home Repair Program. The purpose of this program is to provide small emergency home repairs to single family owner occupied households for low/moderate income homeowners.
 - b. Providing an Access Modification Program. The purpose of this program is to modify the homes of eligible persons with significant mobility impairment(s) to improve accessibility and usability of those houses. Participants may be homeowners or renters.

SECTION 2 - GENERAL PROVISIONS FOR REPAIR PROGRAMS:
(Minor Home Repair and Access Modification)

1. The Subrecipient shall accept all requests from eligible persons desiring home repair assistance. The Subrecipient shall investigate the nature of the emergency assistance

desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for Minor Home Repair and Access Modification Program exceeds the Subrecipient's ability to supply the service, the Subrecipient shall maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next Contract year.

2. Priority for the provision of these Contract services shall be given to especially vulnerable applicants and especially serious health or safety repairs, i.e. the worst situations and/or cases shall be served first.
3. A client co-payment policy shall continue ensuring that a fee is charged to clients for Minor Home Repair and Access Modification Program. The co-payment policy may be amended by the Subrecipient's Board of Directors upon approval by the City. When Department of Health and Human Services State Emergency Relief funds (SER) are combined with CDBG funds, the SER funds are not considered program income.
4. If the Subrecipient should encounter critically needed repairs that would exceed the annual limits of the Minor Home Repair Program, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Subrecipient and/or the City, and the inspection reports and cost analysis information developed by the Minor Home Repair Program shall be provided to those programs. Also, in those instances where the Subrecipient shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Subrecipient is authorized to contact a licensed subcontractor to provide the small emergency home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
5. The Subrecipient or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement. The income guidelines for Minor Repair and Access Modification programs shall be 50% of area median income (AMI) as calculated by the Federal Government, or up to 80% AMI upon discretion of the Subrecipient's Executive Director.
6. The Subrecipient shall be properly licensed to provide the services required by this Contract. The Subrecipient and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Subrecipient agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Subrecipient's area of Contract activities.
8. The Subrecipient shall maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils, subject to City approval.

9. The Subrecipient may provide up to 22 hours of on-the-job training in these Repair Programs for its employees. These hours will not be charged against a homeowner's annual maximum.

SECTION 3 - MINOR HOME REPAIR PROGRAM:

1. The Subrecipient shall provide minor repair services, including labor and materials of subcontracted repairs, to a minimum 55 homes of low/moderate income homeowners. Minor Home Repairs are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. The Subrecipient shall make the minimal necessary repair(s) to correct the problem. Home improvement does not meet this definition and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the homeowner to assure client satisfaction. These repairs undertaken by Home Repair Services will not necessarily bring the condition of a dwelling up to building or housing code standards. The maximum amount paid by the City for Minor Home Repair Program services under this Contract shall be \$60,000.00 except as revised by Sections 13, 14, and 15.
2. The Subrecipient shall service the homes of eligible owner-occupants up to a maximum of \$5,000.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of the Subrecipient's Executive Director, providing funds are available.
3. Those labor costs which shall be applied toward the dollar limit per location shall include only time at the work site, coffee breaks, traveling to and from the job site, in the shop, buying materials and filling out the appropriate paperwork. The unit of service for this Contract shall be the "service hour" which is defined as all of the above plus site inspections and on-the-job training.
4. The Subrecipient shall review with each homeowner receiving service which Minor Home Repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
5. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.
6. The Subrecipient shall not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

SECTION 4 - ACCESS MODIFICATION PROGRAM:

1. This program will improve the homes of persons with significant mobility impairments

to improve the accessibility of those houses. This may include but not be restricted to: a ramp, doorway widening, hand rails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a qualified organization approved by the City and only improvements listed on that survey shall be provided. The Access Modifications limit per location is \$5,000.00. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by the Subrecipient's Executive Director in accordance with the Subrecipient's rules governing such situations. The maximum amount paid by the City for the Access Modification Program services under this Contract shall not exceed \$30,000.00, except as revised by Sections 13, 14, and 15.

2. The Subrecipient shall review with each participant receiving service which modifications are to be performed and confirm the participant's choice to proceed with the program prior to beginning the modifications and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
3. The Subrecipient shall provide labor and subcontracted work for access modifications to be spread among at least 6 households.
4. This program will be available both to rental units as well as owner occupied units. In the case of rental units the landlord must give permission in writing to make the modifications and agree not to remove them if the disabled tenant moves out.
5. Only those access modifications that are physically attached to the structure will be provided by this program.
6. Wheel chair ramps or other exterior modifications may be provided anywhere in the City of Wyoming, but shall not be constructed on a home 50 or more years old without approval of the State of Michigan Historic Preservation Office.
7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.
8. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.

SECTION 5 – WARRANTY/APPEAL:

1. Subrecipient Minor Home Repair and Accessibility Modifications files shall include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job shall be provided with this itemization upon request. Each case record shall show an approval by the homeowner with a dated signature showing receipt of work completed without waiving Subrecipient liability. Further requirements may be introduced to facilitate

quality control site visits.

2. The Subrecipient agrees to provide in writing to each Minor Home Repair/Accessibility Modifications recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. The opening of plugged drains, roof repair, and patching concrete steps are specifically excluded from the warranty. The Subrecipient shall submit an annual report to the City identifying warranty repairs for each of the programs.

SECTION 6 - LOSS OF CLIENT ELIGIBILITY:

1. The Subrecipient may withhold services for a period of one year and demand full restitution from any client who has defrauded the program. City staff shall be notified of the full circumstances in writing of each case.
2. The Subrecipient may deny all services to a client who has been physically or verbally threatening to the Subrecipient's staff. City shall be notified in writing of each such case.
3. In the cases where the client refuses to sign the Service Agreement indicating satisfactory completion of work because of a conflict involving quality of work or warranty, the client shall be directed to the Subrecipient's complaint policy.
4. The Subrecipient may either double the normal co-payment or charge or refuse to do the work altogether in cases where there is serious neglect or abuse of the house by the homeowner, upon review and approval by the City.

SECTION 7 - HOUSES FOR SALE/RENTAL UNITS:

1. The Subrecipient shall not provide labor related services to homes that are listed for sale.
2. Only 1-4 unit residential dwellings are eligible. If a dwelling has more than one unit, one of the units must be occupied by the participant.
3. Minor Home Repair shall not be provided to the rental portions of owner occupied multifamily houses unless:
 - a. The rental unit is occupied by a relative and
 - b. The household income of the rental unit combined with the owner's household income falls within the income guidelines.
 - c. The Access Modifications shall be available to both homeowners and renters who meet the income guidelines.

SECTION 8 - OVERRUNS:

It is acknowledged that the Subrecipient has a limited ability to pay for unanticipated

costs. The dollar limit per location for repairs is established to help the Subrecipient and the homeowner avoid extensive work which could reduce the total number of households to be assisted. The Subrecipient shall submit an annual report detailing the overruns of the Minor Home Repair and Access Modification Program.

SECTION 9 - RECORDS:

1. Each Job Cost Report shall contain a telephone number and other identification of the homeowner, and all Job Cost Report forms shall be identified to assist in the sample inspections. A reasonable effort must be made to obtain the homeowner's signed approval that "the work appears" satisfactory after completion of the work. A description of the work shall be kept in the client's file. Each Job Cost Report shall identify the number, and cost of units of labor and total cost of materials, labor, and subcontractors.
2. The Subrecipient shall maintain inventory and financial records, as cited within this Contract, sufficient to document all inventory dispositions and financial transactions in compliance with CDBG regulations.
3. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
4. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

SECTION 10 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance." Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
2. Administrative Practices and Policies. The Subrecipient shall submit its "administrative practices and policies" to the City for review within sixty (60) days of execution of this Contract. The administrative practices and policies shall include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Subrecipient's Board of Directors adopting

and/or readopting the original and/or revised administrative practices and policies.

3. Equal Opportunity Employment. During the performance of this Agreement, Subrecipient agrees as follows:
 - a. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
 - b. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. Subrecipient will send to each labor union or representative or workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of Subrecipient's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. Subrecipient will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of Subrecipient's noncompliance with the nondiscrimination clauses

In addition, the Subrecipient agrees to submit special reports when requested.

5. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

CDFA Program Title – Community Development Block Grants/Entitlement Grants

CDFA Number – 14.218

Agency Office – Department of Housing & Urban Development/Office of Community Planning & Development

Type of Assistance – A-Formula Grants

Organizational Unit – City of Wyoming

Organizational DUNS – 07928-3982

Award Year – 2015/2016 (July 1, 2015 – June 30, 2016)

Subrecipient Name – Home Repair Services of Kent County, Inc.

Project – Rehabilitation-Home Repair Services

Project Description – Low/moderate-income households have affordable services such as minor home repairs and accessibility modifications

Project Funding - \$90,000.00

SECTION 11 - HUD SECTION “3” PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW INCOME PERSONS:

1. Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u)(as amended) and (24CFR135), requires that employment and training opportunities generated by HUD funded housing rehabilitation, housing construction, or public construction projects, to the greatest extent feasible, be given to low income persons (those whose household income is at or below 80% of the area median income) and are located in the metropolitan area and to businesses that are owned by Section 3 residents (51% or more) or that employ Section 3 residents (at least 30% of their work force) or that subcontract work with Section 3 businesses (25% or more of their subcontracts).
2. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
3. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment

that would prevent them from complying with the part 135 regulations.

4. The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
5. The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
6. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION 12 - TIME OF PERFORMANCE:

1. On July 1, 2015, the Subrecipient shall commence performance of the services and activities required under this Contract.
2. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2016, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 13 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Subrecipient's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Subrecipient an amount up to Sixty Thousand and 00/100 dollars (\$60,000.00) from the City's Community Development Block Grant funds for the programs listed below.

* Minor Home Repair	\$60,000.00
* Access Modification Program	\$30,000.00
	<hr/>
	\$90,000.00

The amount for each program may be transferred between programs by permission of the City (by the Community Services Director).

2. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Subrecipient pursuant to this Contract, exceed the maximum sum of Ninety Thousand and no/100 dollars (\$90,000.00) from the City's Community Development Block Grant funds.
3. The Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
4. The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient.

SECTION 14 - CONTINUED FUNDING:

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 31.

SECTION 15 - FINANCE PROCEDURES:

1. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
2. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.
3. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

SECTION 16 - DONATION AND FEES:

Donations and fees which are received by the Subrecipient in connection with provision

of services with this Contract shall be included in its monthly financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees.

SECTION 17 - CONTRACT MODIFICATIONS:

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which the Subrecipient is required to perform pursuant to this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

SECTION 18 - SUBRECIPIENT'S FAILURE OF PERFORMANCE:

The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

1. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.
2. In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform work or services in a timely manner.
3. In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
4. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
5. Termination by the City:
 - A. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City, in its sole discretion and without notice may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided by this contract.
 - B. In the event this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City.
2. The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.
3. It is agreed that nothing contained herein shall:
 - a. Deprive the City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b. Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

SECTION 19 - AUDITS AND INSPECTIONS:

1. At any time during normal business hours, and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
 - A. Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
 - B. Permit the City to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - C. Allow the City to review such documents that are considered as backup to the operation of the Subrecipient, regardless of funding source.
2. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
3. The Subrecipient is required to compare the amounts reported on their audited

financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.

SECTION 20 - CONFLICT OF INTEREST:

1. The Subrecipient covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
2. The Subrecipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

SECTION 21 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

The Subrecipient shall not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Subrecipient from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Subrecipient shall promptly notify the City of any such assignment or transfer.

SECTION 22 - LOBBYING AND POLITICAL ACTIVITIES:

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the City Council.

SECTION 23 - "SAVE HARMLESS" CLAUSE:

The Subrecipient shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Subrecipient shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers compensation claims, of

or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Subrecipient or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Subrecipient under the terms and conditions of this Contract. The Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

SECTION 24 - CIVIL RIGHTS:

1. The Subrecipient agrees that it will not discriminate as to provision of services pursuant to this Contract based on race, color, religion, national origin, age, sex, height, weight, handicap, source of income, familial status or marital status.
2. The Subrecipient agrees that it will not discriminate as to hiring or terms or conditions of employment based on race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
3. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
4. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
5. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

SECTION 25 - COMPLIANCE WITH THE LAW:

In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including the Architectural Barrier Act of 1968 (Barrier Free Design Act) (20 USC 293, as amended by 29 USC 706) and where applicable in relation to construction activities the Davis-Bacon Act, as amended (40 USC 276a-5); Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR, Part 3) and Federal Fair Labor Standards provision as amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15) Section 2 of

the Act of June 13, 1934, as amended (40 USC 276c).

SECTION 26 - SEVERABILITY OF PROVISIONS:

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

SECTION 27 - WAIVER:

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

SECTION 28 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

SECTION 29 - CITY DEPARTMENT OR OFFICE:

It is agreed by the parties hereto that the City's Community Development Section of the Planning and Development Department shall be responsible for the administration of this Contract on behalf of the City; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the City, by the City in its sole discretion.

SECTION 30 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The Subrecipient will comply with the requirements and standards specified in the following federal regulations:

2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

Subpart K of 24 CFR570, "Other Program Requirements", except that the Subrecipient

does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24 CFR570.504, "Program Income."

Subpart J of 24 CFR 570.502, "Applicability of Uniform Administrative Requirements."

SECTION 31 - TERMINATION AT CITY'S ELECTION:

The City may, upon thirty (30) days written notice to the Subrecipient, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Subrecipient, the City shall not be obligated to supply financial assistance in an amount greater than the average monthly payment to the Subrecipient over the proceeding months of this Contract. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amount of monies expended over such period. The City shall also compensate the Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

SECTION 32 – REVERSION OF ASSETS:

When this Contract ends, the Subrecipient must transfer to the City any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies. Since no CDBG funds will be used for the acquisition or improvement of real property, disposition requirements are not necessary.

SECTION 33 – DEBARRED OR INELIGIBLE CONTRACTORS:

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

1. HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status.
2. The Subrecipient must check all contractors, subcontractors, and vendors against the Federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

SECTION 34 – INSURANCE:

The Subrecipient shall purchase and maintain, at its sole expense and as long as it is providing services to City, the following insurance coverage:

1. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement.

Minimum Limits:

No-fault coverage – statutory

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

Workers' Compensation – statutory

\$500,000 per occurrence

4. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. Insurance coverage shall cover all claims against the City, its officials and employees, arising out of the work performed by the Subrecipient or any of its subcontractors under this Agreement. Should any work be subcontracted, it shall be the responsibility of the Subrecipient to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Subrecipient shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

6. Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under this Agreement. Upon request, the Subrecipient shall provide the City with a complete certified copy of the policies for the above coverage's. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by City. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

SECTION 35 - CERTIFICATIONS:

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract Amendment as of the date first above written.

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____ Date _____
Jack A. Poll, Mayor

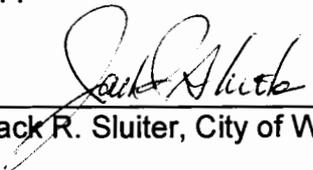
By: _____ Date _____
Kelli A. VandenBerg, City Clerk

HOME REPAIR SERVICES OF KENT COUNTY,
INC.

By: _____ Date _____
Jan Otto, Chairperson

By: _____ Date _____
David Jacobs, Executive Director

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
REDHEAD DESIGN STUDIO FOR WEBSITE REDESIGN,
DEVELOPMENT AND MAINTENANCE SYSTEM
AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE ACCEPTANCE

WHEREAS:

1. On February 9, 2015, City Council approved resolution #25042 to accept the proposal from Redhead Design Studio (RDS) in the amount of \$22,560 for website development services.
2. Redhead Design Studio has provided to date \$5,640 of design and analysis services.
3. In the course of analysis, and beginning stages of design, Redhead Design Studio informed City staff that the scope of work for the desired product was much larger than the original proposal, and that the project required additional technical expertise their firm did not possess.
4. The staff on the website improvement team met with Redhead Design Studio and asked them to develop a new proposal, using a third party vendor for additional technical expertise, which would accurately cover the entire scope of work to design and build the desired website product.
5. Staff on the website improvement team were unanimous in their belief that Redhead Design Studio had the design and communication expertise, and cultural understanding of the City of Wyoming that was the best available for the project.
6. Redhead Design Studio submitted a new proposal, attached, for \$88,125.00.
7. It is in the best interests of the City of Wyoming to develop a modern, well-designed website that delivers timely services and accurate information to residents and businesses in the most efficient and effective manner possible.
8. A budget amendment transferring funds from the General Fund balance to the Information Technology Department – Capital Outlay – Computer Equipment account (101-258-25800-984.017) in the amount of \$83,080, to provide for funds for the proposal and contingencies, is requested.

NOW, THEREFORE, BE IT RESOLVED:

1. The proposal from Redhead Design Studio for Website Redesign, Development and Maintenance System is hereby approved, and the City Manager is authorized to sign the acceptance, and Budget Amendment No. 22 is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment No. 22
Proposal

Resolution No. _____

STAFF REPORT

DATE: October 6, 2015

SUBJECT: Website Redesign

FROM: Paul Gerndt, Information Technology Supervisor
Heidi A. Isakson, Deputy City Manager
Erin Nemastil, Communications Specialist

MEETING DATE: October 19, 2015

Recommendation:

It is recommended that the City Council accept the proposal for services from Redhead Design Studio (RDS) to redesign and rebuild the City website. Rebuilding the website will address several longstanding issues inherent to the current site. The new site will be more efficient, giving visitors access to any content in the fewest possible clicks. It will also be compliant with accessibility rules such as the Americans with Disabilities Act (ADA), federal Section 508, and W3 Accessibility Guidelines. Translation services will be incorporated in the site to extend content to our non-English reading visitors. Finally, the site will be developed on a Content Management System platform named DotNetNuke (DNN) which provides a framework for service delivery at the level expected by today's society. Staff recommends the approval of \$100,000 budgetary authority for this project, allowing \$88,125 as outlined in the proposal and the remainder for contingencies.

Sustainability Criteria:

Environmental Quality – This recommendation does not appreciably impact environmental quality.

Social Equity – The Americans with Disabilities Act (ADA) generally requires that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs. This recommendation promotes social equity by incorporating compliance with ADA rules and regulations, W3 accessibility guidelines, and will be Section 508 compatible. Further, the proposal includes translation features for our non-English reading citizens, and extends City services to citizens with mobility challenges.

Economic Strength – Because of the volume and complexity of content (data) stored on the City website, implementing the DotNetNuke solution or another similar platform for web content management is highly desirable. The CMS makes the site more efficient and promotes decentralization of site maintenance. Society has demonstrated a preference for self-service. This project works to serve that expectation by providing services 24 hours per day, seven days per week, free from staff participation.

Discussion:

The first City of Wyoming website went live in 1999. The first site contained static data representing all City Departments. In 2001, City Council approved a proposal from Capital Consultants to build a modern website with real-time data features. Resulting from this project was an exemplary website that received the 2004 3CMA Award of Excellence for government websites. City staff has continued to maintain the site. Today, the site is based on the same technologies that were prevalent in 2001, and hence is cumbersome to maintain. Furthermore, the current site does not meet current standards for accessibility, nor does it gracefully conform to

modern mobile hardware platforms such as smart phones and tablets.

In addition to technical changes in website design and hosting, there has been a significant shift in how our customers use websites. Currently, our website is designed to provide the information we want to share; we need a website that is designed to provide the services our residents and business owners want, when they want them, using a number of different devices, 24 hours a day.

On February 9, 2015, City Council approved resolution #25042 to accept the proposal from Redhead Design Studio (RDS) in the amount of \$22,560 for website development services. After meeting with City staff, thoroughly analyzing our current site, and developing a plan to develop a new site, RDS requested to terminate the agreement, citing our project was too complex to complete under the terms of the agreement in place. City staff subsequently met with RDS to explore options for completing the project and RDS proposed a partnership with Web Ascender, a technically stronger website development company. Staff agreed to entertain this new proposal. The proposal before you reflects a partnership between the City of Wyoming, Redhead Design Studio, and Web Ascender. RDS brings expertise in design, ensuring excellent user experience and site usability. Web Ascender's strength is in the development of services to solve business problems on the DotNetNuke platform. The City of Wyoming will retain responsibility for maintaining the site and its information.

DotNetNuke products and technology are the foundation for over 750,000 websites worldwide. The platform is designed to provide customer (social) engagement, marketing, e-commerce, and customer support features. The DNN Platform product is a free, open source solution. DNN is an industry leader in Content Management Systems.

Here is some sample data for calendar year 2014 that shows the importance of the availability of website information and services to our residents and businesses

Total Visits:	646,421
Page Views:	2,676,000 (not including spiders)
Daily Page Views:	7,331
Average Page Views per Visit:	4.41
Visits between 7AM and 5PM:	45.4% (54.6% outside of office hours)
Visits Monday thru Thursday:	64.9% (35.1% outside of office hours)
Top 3 Visited Months:	July, October, August
Most Visited Content:	Current Job Postings Bid Opportunities Assessor Feedback Parks & Rec
Browsers:	Desktop 77% Phone 19% Tablet 4%
Search Engine:	Google >80% Bing 11.7%

Budget Impact:

Under the original agreement for \$22,560, the City has paid Redhead Design Studio \$5,640 for the analysis and design concepts provided to the city. \$16,920 has been reappropriated from FY2015 in the Information Technology Department - Capital Outlay – Computer Equipment account (#101-258-25800-984.017). A budget amendment in the amount of \$83,080 is requested from General Fund balance to complete the project.

PROPOSAL FOR SERVICES



Prepared for:

City of Wyoming
Purchasing Department
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

Website Redesign, Development &
Maintenance System

Submitted by:

Redhead Design Studio
1135 North Washington
Lansing, MI 48906
virtualredhead.com
(517) 853-3681

Our Rates

Redhead Design Studio's estimates are based on a standard hourly rate of \$120/hour. This includes consultative services, conceptual design work, meetings and communications with your leadership, strategic thinking and planning, graphic design services and web development services. It also includes time for administrative services, pre-press and production services, photo correction, web maintenance services and technical assistance.

You will find our rates to be competitive for established, proven and award-winning creative shops.



ESTIMATE for SERVICES

July 8, 2015, August 28, 2015

City of Wyoming
Purchasing Department
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

CITY OF WYOMING WEBSITE RE-DESIGN

Redhead Design Studio will work in conjunction with a third party web developer, Web Ascender, to provide a complete and finalized website for the City of Wyoming. Redhead Design Studio and City of Wyoming will work on finalizing the project outline based upon a content audit previously developed by Redhead Design Studio. Redhead Design Studio will direct and manage the project from start to finish, as well as provide strategic, visual and creative oversight. while working with Web Ascender for technical development the website.

During this process Redhead Design Studio will operate as the lead contact with City of Wyoming personnel and be the lead on the graphic design for the project. Web Ascender will facilitate development and design of site by taking cues from Redhead Design Studio and their direction on user interface and to develop templates for the new content management system.

Web Ascender will build the site via Microsoft .NET based CMS called DNN for municipality websites. Once the design templates are completed, Web Ascender will begin build of site based on finalized outline provided by Redhead. Web Ascender will build each page of the site and add newly provided content or migrate relevant content from the existing website into the new website.



ESTIMATE for SERVICES

July 8, 2015, August 28, 2015

City of Wyoming
Purchasing Department
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

Stage 1: Site Planning & Visual Design

80 hours

Consultation with client for finalization of planning for structure and function of website.

- Redhead Design Studio and the city of Wyoming to finalize content organization and navigation outline.
- Codify which custom functions will be implemented in Stage 2.
- Develop two concepts for look and feel of the website.
- Finalization of chosen concept.
- Implementation of site-wide graphic layout, including applicable html, scripts, and css.
- Visual beta review where the client will review site for overall look, user experience and accessibility concerns.

Please note: Upon finalization of the audit process, Redhead Design Studio reserves the right to adjust hourly needs for Stage 2, should anything outside of scope be discovered.

Stage 2: Web Application Construction

560 hours

All applicable programming and development to construct functioning web application and data presentation for a website. This stage includes development and implementation of the following:

- Content Management System (CMS) initial setup and configuration
- Implement Bidding System- DNN Module that gives visitors the ability to create accounts, find details on bids, mark an interest in bids. Access DB exists to add the data and send notification to bidders. Create modules to display the data on the new site.
- Implement Employment Opportunities
- Implement Calendar of Events
- Implement E-Notification/Subscription Service (\$50/month additional fee)
- Implementation of Press releases, blog, news modules
- Implementation of IT announcements
- Implementation of Tax Estimator - Custom coded DNN module/query module that queries internal SQL Server databases. Behaves similarly to how it behaves now, but improved aesthetic.
- Implementation of Understanding Tax Bill - Custom coded DNN module/query module that queries internal SQL Server databases. Behaves similarly to how it behaves now, but improved aesthetic.
- Development of Meetings & Minutes Archive
- Development of Sports League Standings- Handled similarly to how it is now, with PDF uploads
- Build out of sitemap pages, excluding content

Please note: Significant changes in scope at this point may increase cost and delay development. The fundamental aspects of the project should have been significantly worked out during Stage 1.



ESTIMATE for SERVICES

July 8, 2015, August 28, 2015

City of Wyoming
Purchasing Department
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- Implementation of Emergency notice for homepage & throughout site
 - Implementation of current weather
 - Implementation of Donations function - set up links to an online platform or "pay now" type of links for organizations associated with City of Wyoming that is nonprofit and can collect donations. May require the use of a 3rd party platform like Stripe.com or Paypal
 - Setup of DNN Document Exchange, replacement for Secure FTP
 - Development of 5-10 online forms and train client to build their own
 - Google Translate widget to change page languages
 - Content migration
 - ADA compliance review and internet marketing review
 - Beta testing
 - Deployment assistance and live push of website
-

User Training & Manual Development

20 Hours

Webinar training with recorded videos and training manual.

Project Management

45 Hours

Hours include consultation with primary contacts, associated project management time, and all associated administrative time.

Additional Notes

- Social Media : Feeds and links to social media sharing can be included.
- Publishing / Approval: DNN has publishing approval in select modules such as the standard text/HTML module and also has a publishing workflow for news/blog posts.
- Security: Web Ascender can train your internal IT team on upgrading DNN and keeping it on the latest version.
- SSL Secure Certificate: SSL certificate ensures ensure that transactions within certain areas of the website is encrypted and secure. This is crucial when credit card transactions are in process directly on your website or if you are transferring sensitive information like social security numbers, medical information, financial information or data. Purchase of SSLs for a minimum of 3 years for \$100/year.



ESTIMATE for SERVICES

July 8, 2015, August 28, 2015

City of Wyoming
Purchasing Department
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

WEBSITE DESIGN DETAILS

Site Compatibility & Validity

- Site to be programmed to meet W3 accessibility guidelines and be section 508 compliant.
- Site to be mobile-device compatible.
- Site to be developed for a Microsoft Windows based server and to be Microsoft SQL compatible.
- Site to be developed, to the best of our ability, so that integrity of the website is intact within language translation processes, in mobile and electronic devices.
- Site to be developed to comply with ADA rules and regulations.
- Site to be developed for optimal function in current versions of Chrome, Firefox, Safari and the most recent 2 versions of Internet Explorer. For older browser versions, we ensure appropriate content presentation. Full function and graphic presentation for older browser versions may result in additional charges.
- Site to be developed to include Google Analytics—account information will be provided to whomever you designate as the touch-person for analytic reports.

Assumptions

- Client is responsible for all proofreading, including confirming spelling of proper names and contact information (addresses, web sites, phone numbers, technical specifications, etc.).
- Client to provide necessary background material and final copy in digital format (such as MS Word).
- Copy/content and rounds of edits from the client shall be provided in aggregate. Providing copy/content and/or edits piecemeal may result in additional project management charges.
- Proofreading services can be estimated at your request.
- Copy writing services can be estimated at your request.

Launch Maintenance

Estimate allots up to two hours over the course of two months for website maintenance and minor tweaks after live date. It does not allow for development of additional functions or sweeping changes in the function or organization once the site is live. Updates beyond this scope may be estimated at your request and ordered as needed.

Hosting

Hosting of website is assumed to be handled internally by the City of Wyoming.



ESTIMATE for SERVICES

July 8, 2015, August 28, 2015

City of Wyoming
Purchasing Department
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

WEBSITE DEVELOPMENT	\$ 88,125.00
E-NOTIFICATION SUBSCRIPTION	\$50.00/MONTH
SSL CERTIFICATE	\$100.00/YEAR

Estimate is valid until September 30, 2015

Terms

- A signed estimate and purchase order are required to begin work.
- Deposit of 25% due upon acceptance of estimate, additional billings will be made monthly or according to progress made on the project.
- If the client is unable to adhere to the approved production schedule, a new/revised schedule will be outlined, which may cause the end date of a project to change.
- Client alterations and/or additional rounds of edits above what is included in this estimate will be billed at Redhead Design Studio's hourly rate of \$120/hour.
- In the event of a client's cancellation of project, or absence of progress or communication of more than 1 month, we will invoice for work completed to date, including expenses.
- Additional stock photography needed beyond stated budget, will be billed, separately.
- Domain name purchases and web hosting will be billed separately, unless outlined in the estimate.
- All unfinished work or unused concepts remain property of Redhead Design Studio.
- Client retains rights of reproduction of all completed concepts and/or finished creative products.
- Redhead Design Studio reserves the right to use all work for our own promotional materials.
- Invoices due Net 30. 1.5 interest (compound) added to account over 30 days. Annual percentage 18%.
- A 4% surcharge will be applied to credit card payments.

I accept this estimate and the project scope as outlined within this document. I authorize Redhead Design Studio to begin work.

Client Signature

Department

Title

PSC/PO Number

Date



RESOLUTION NO. _____

RESOLUTION TO APPROVE PAYMENT OF THE
ANNUAL GRAND VALLEY METRO COUNCIL DUES

WHEREAS:

1. The City of Wyoming is a member of the area's designated Metropolitan Planning Organization, the Grand Valley Metropolitan Council (GVMC).
2. The GVMC determines the distribution of Federal Highway Funds.
3. It is in the City of Wyoming's best interest to pay annual dues and be actively involved in the decision making process.
4. The City of Wyoming's dues for 2015-2016 are \$37,025.
5. Funds have been appropriated in the Major Street Administration account 202-441-48300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of the 2015-2016 GVMC dues in the amount of \$37,025.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Two Invoices

Grand Valley Metro Council

678 Front Avenue NW
Suite 200
Grand Rapids, MI 49504
Phone # 616-776-3876

Invoice

Date	Invoice #
10/1/2015	1803

Bill To
City of Wyoming ATTN: Accounts Payable 1155 28th Street SW PO Box 905 Wyoming, MI 49509

Description	Amount
GVMC Dues for 10/01/2015 - 09/30/2016	19,474.00
Total	\$19,474.00

Grand Valley Metro Council

678 Front Avenue NW
Suite 200
Grand Rapids, MI 49504
Phone # 616-776-3876

Invoice

Date	Invoice #
10/1/2015	1837

Bill To
City of Wyoming ATTN: Accounts Payable 1155 28th Street SW PO Box 905 Wyoming, MI 49509

RECEIVED

OCT 05 2015

City of Wyoming
City Manager

Description	Amount
Transportation Dues for FY 2015 - 2016 10/01/2015 - 09/30/2016	17,551.00
	OK CH 10-5-15
Total	\$17,551.00

RESOLUTION NO. _____

RESOLUTION TO PARTICIPATE IN THE OPERATION AND MAINTENANCE
OF THE REGIONAL GEOGRAPHICAL INFORMATION SYSTEM (REGIS)

WHEREAS:

1. The City of Wyoming is a member of the area's Regional Geographic Information System.
2. The ongoing operation and maintenance is determined by an oversight committee of member communities (REGIS), a committee of the Grand Valley Metro Council.
3. The continued operation and maintenance of the system requires members to pay predetermined fees to REGIS.
4. The City of Wyoming's fees for the REGIS fiscal year 2015-2016 are estimated to be \$132,889.
5. Funds have been appropriated in the following budgets: 101-305-32500-807.000 (Police), 202-441-46300-807.000 (Major Streets), 203-441-46300-807.000 (Local Streets), 208-752-75200-807.000 (Parks), 249-371-37210-807.000 and 249-371-72200-807.000 (Building Inspections), 590-441-54200-807.000 (Sewer) and 591-441-56200-807.000 (Water).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of fees for REGIS fiscal year 2015-2016.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Invoice

Grand Valley Metro Council

678 Front Avenue NW
Suite 200
Grand Rapids, MI 49504
Phone # 616-776-3876

Invoice

Date	Invoice #
10/1/2015	1762

Bill To
City of Wyoming ATTN: Accounts Payable 1155 28th Street SW PO Box 905 Wyoming, MI 49509

Description	Amount
Regis Dues FY 2015 -2016 1st and 2nd quarters: October 1, 2015 - March 31, 2016	66,444.50
Total	\$66,444.50

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE AN INCREASE IN WYOMING'S PARTICIPATION
WITH URS CORPORATION GREAT LAKES (NOW AECOM)
FOR THE 54TH STREET CORRIDOR STUDY

WHEREAS:

1. The City of Wyoming has experienced significant increase in traffic volumes along the 54th Street corridor from Clyde Park Avenue to Division Avenue.
2. On May 18, 2015, the City Council entered into an Agreement with AECOM Great Lakes (formerly URS Corporation Great Lakes) to study the traffic impacts as part of the 54th Street Corridor study.
3. Coordinating with the study, the City of Wyoming supplied traffic counts along the corridor, but URS required the collection of additional traffic counts in five additional locations along the corridor.
4. Collection of the additional traffic counts were not included within the original scope of the project, adding \$2,500 to the study.
5. The additional cost for this project can be financed out of the Major Street Fund Account No. 202-47400-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes additional traffic counts as a part of the 54th Street corridor study performed by AECOM Great Lakes (formerly URS Corporation Great Lakes) in the amount of \$2,500.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE ADDITIONAL FUNDS FOR WORK ON VARIOUS
MICHIGAN DEPARTMENT OF TRANSPORTATION PROJECTS
WITHIN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), has a few ongoing projects throughout Wyoming with joint participation.
2. Wyoming entered into an agreement with MDOT for each project identifying the costs and obligations for the work performed.
3. Each project listed below has exceeded the agreement amount due to increased project quantities and increased local participation.

	<u>Incr Amt</u>	<u>Total Project Costs</u>	<u>Incr Qty</u>
44 th St (Hansen to Division)	\$ 90,000	\$2,200,000	Watermain
Roger B Chaffee Resurfacing	\$250,000	\$1,550,000	Asphalt
<u>Hwy I-196 over Conrail</u>	<u>\$ 1,000</u>	<u>\$ 1,800</u>	<u>MDOT Items</u>
Total	\$341,000	\$3,751,800	

4. The additional \$341,000 can be financed out of the Capital Improvement Fund Account No. 400-441-50200-972502.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves additional funds for work on various MDOT projects in the amount of \$341,000 and approves the total project costs for Wyoming's participation.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report

Staff Report

Date: October 13, 2015
Subject: Authorize Additional Funding for MDOT projects
From: William D. Dooley, Director of Public Works
Meeting Date: October 19, 2015

Recommendation:

Staff recommends increasing Wyoming's share of three federally-funded projects administered by Michigan Department of Transportation (MDOT). The scope of 44th Street (Hansen Avenue to Division Avenue), Roger B. Chaffee Memorial Boulevard Resurfacing and Highway I-196 over Conrail Railroad projects has changed from the original contract, requiring additional local participation from Wyoming. The total increase for the three projects will increase Wyoming's participation in the amount of \$341,000.

Sustainability Criteria:

Environmental Quality – Smooth pavement provides greater fuel efficiency and reduces maintenance on vehicles travelling the roadways.

Social Equity – Street reconstruction is not influenced by social considerations.

Economic Strength – Providing a well maintained infrastructure will add to the economic strength of a community allowing safe and efficient commercial and vehicular travel.

Discussion:

During the construction of 44th Street from Hansen Avenue to Division Avenue, the reconstruction limits of watermain were extended both north and south in Division Avenue resulting in increased quantities of new watermain for both Wyoming and Kentwood. The modification added new watermains beyond the limits of the new concrete pavement. A portion of the project overage will be reimbursed by Kentwood for the quantities attributed to their watermain. Increase \$90,000.

During the design of Roger B. Chaffee Federal Resurfacing, quantities were estimated using REGIS aerial photos and the area calculating application. Due to the multiple curves and changes in pavement width along the Roger B. Chaffee median, an error resulted in the pavement area calculation for milling and paving quantities. The REGIS area application estimated the pavement area approximately 15.9% below actual field measurements. Physical surveying of the as-built quantities support the increased quantities placed along the corridor. Increase \$250,000.

Highway I-196 over Conrail experienced minor miscellaneous overages increasing Wyoming's participation on the project by \$1,000.

It is recommended that the City Council authorize an increase in Wyoming's share of the federally-funded projects in the amount of \$341,000.

Budget Impact:

Funds are available in the Capital Improvement Fund Account No. 400-441-50200-972502.

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR VIDEO INSPECTION AND
CLEANING OF EXISTING UNDERGROUND SEWER LINES
TO TERRA CONTRACTING

WHEREAS:

1. On August 6, 2012, the City Council awarded the bid for Video Inspection and Cleaning of Existing Underground Sewer Lines for fiscal years 2013, 2014 and 2015 to Terra Contracting, Resolution Number 24250.
2. Terra Contracting has agreed to extend their bid pricing until June 30, 2016. The unit pricing shall remain unchanged from the original bid at \$0.61 per linear foot.
3. The cost of the video inspection and cleaning will be approximately \$195,000. Sufficient funds are available in the Sewer Fund Account, 590-441-54200-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extends the bid to Terra Contracting, to perform the video inspection and cleaning of existing underground sewer lines for fiscal year 2016.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Extension Letter, October 1, 2015

Bid Proposal, July 24, 2012

STAFF REPORT

DATE: October 8, 2015

SUBJECT: Bid Extension – Video Inspection and Cleaning of Existing Underground Sewer Lines

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: October 19, 2015

RECOMMENDATION

The Public Works Department recommends the City Council extend the video inspection and cleaning of existing underground sewer lines bid to Terra Contracting for fiscal year 2016 at a rate of \$0.61 per linear foot. The Public Works Department anticipates that approximately \$195,000 of this work will be performed at this rate during fiscal year 2016.

SUSTAINABILITY CRITERIA

Environmental Quality

By inspecting and cleaning the sanitary sewer lines, the Public Works Department can work proactively to repair the lines, decreasing the potential of sewer line failures and adverse environmental impacts.

Social Equity

Video inspection and cleaning provides a safe, reliable and efficient sewer system for all the citizens of Wyoming.

Economic Strength

By proactively cleaning and inspecting the sewer lines, the Public Works Department is decreasing the risk of sewer line failures and thus eliminating the additional labor, equipment and material costs that occur during emergency repairs.

DISCUSSION

On August 6, 2012, the City Council awarded the bid for Video Inspection and Cleaning of Existing Underground Sewer Lines for fiscal years 2013, 2014 and 2015 to Terra Contracting, as referenced with Resolution Number 24250. Terra Contracting has agreed to extend their bid pricing until June 30, 2016. The unit pricing shall remain unchanged from the original bid at \$0.61 per linear foot.

BUDGET IMPACT

The cost of the video inspection and cleaning is estimated to be \$195,000. Sufficient funds are available in the Sewer Fund Account, 590-441-54200-930000.

ATTACHMENTS:

Contract Extension Letter, October 1, 2015
Bid Proposal, July 24, 2012



October 1, 2015

Jodie Theis
City of Wyoming
Department of Public Works
2660 Burlingame SW
Wyoming, MI 49509

Re: Contract Price Extension – Video Inspection and Cleaning of Existing Underground Sewer Lines
(2012-2015)

Dear Mrs. Theis,

It is the intention of Terra Contracting Services LLC to continue to service the City of Wyoming under the same contract pricing as bid under the Video Inspection and Cleaning of Existing Underground Sewer Lines (2012-2015). Terra Contracting proposes to extend the prices under the year number three in the current contract through June 30th, 2016.

Thank you for the opportunity to further our relationship with the City of Wyoming. If you have any questions with regards to our intentions, please don't hesitate to contact me.

Sincerely,

David M. Balogh
Vice President of Underground Infrastructure Services

**BID PROPOSAL
FOR
VIDEO INSPECTION AND CLEANING OF
EXISTING UNDERGROUND SEWER LINES**



FISCAL YEAR	CLEANING, TELEVISIONING AND REPORTS PER NASSCO'S PACP GUIDELINES INCLUDING DISPOSAL OF DEBRIS AND FLOW CONTROL AS NECESSARY	UNIT	EST. QUANTITY	UNIT COST	TOTAL
2012 - 2013	8" - 12" DIAMETER	LF	170,000	0.61	103,700.00
	15" - 24" DIAMETER	LF	30,000	0.61	18,300.00
	TOTAL				
2013 - 2014	8" - 12" DIAMETER	LF	170,000	0.61	103,700.00
	15" - 24" DIAMETER	LF	30,000	0.61	18,300.00
	TOTAL				
2014 - 2015	8" - 12" DIAMETER	LF	170,000	0.61	103,700.00
	15" - 24" DIAMETER	LF	30,000	0.61	18,300.00
	TOTAL				366,000.00

* The City's budget is anticipated to be approximately \$200,000.00 per Fiscal Year. The quantities and exact locations shall be determined after the award of bid and shall be based upon awarded unit cost.

A copy of the PACP Certificate of all operators that will be working on the project shall be included with the Bid Proposal.

The following people shall be listed as 24/7 emergency contacts:

Name: Brad Ritchie Cell Phone: 269-993-5275

Name: Bill Taplin Cell Phone: 269-720-3137

Completion Date:

Start date: No earlier than AUGUST 7, 2012
 Work hours: Monday through Friday, 7:30 a.m. - 7:30 p.m.
 Saturday, 7:30 a.m. - 5:00 p.m.
 No work on SUNDAYS or HOLIDAYS UNLESS REQUIRED BY AN EMERGENCY.
 Completion date: On or before FEBRUARY 26, 2015

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR A
REAL-TIME QUANTITATIVE PCR SYSTEM FOR DNA ANALYSIS

WHEREAS:

1. As detailed in the attached Staff Report, bids were received for a real-time quantitative PCR system for DNA analysis.
2. Life Technologies Corporation (a subsidiary of Thermo Fisher Scientific) submitted the lone bid in the amount of \$27,843.87.
3. The bid submitted by Life Technologies Corporation did not include all items requested.
4. A quote was requested and received from Fisher Scientific (a subsidiary of Thermo Fisher Scientific) honoring the bid prices and adding the remaining bid items in the total amount of \$37,354.18.
5. It is recommended the City Council accept the quote from Fisher Scientific for a Real-Time Quantitative PCR System for DNA Analysis.
6. Funds for the purchase are available in the Sewer Fund Capital Outlay Miscellaneous Equipment account number 590-590-54400-980074.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quote for the purchase of a Real-Time Quantitative PCR System for DNA Analysis from Fisher Scientific in the total amount of \$37,354.18.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

ATTACHMENTS:
Life Technology Bid
Fisher Scientific Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 13, 2015

Subject: Purchase of Real-Time Quantitative PCR System for DNA Analysis

From: Jaime Petrovich, Utilities Laboratories Manager

Meeting Date: October 19, 2015

RECOMMENDATION:

It is recommended that the bid for a Real-Time Quantitative PCR system for DNA analysis be awarded to Thermo Fisher Scientific Company in the amount of \$37,354.18.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. A large part of this work is conducting laboratory analysis to quantifiably document our compliance with permit limitations and treatment success.

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

Economic Strength – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating more analytical data in which we have higher confidence.

DISCUSSION:

On September 15, 2015, Life Technologies Corporation – a subsidiary of Thermo Fisher Scientific submitted the lone bid in the amount of \$27,843.87. Thirty-six invitations to bid were sent to prospective bidders.

The bid submitted by Life Technologies Corporation did not include all items requested in the bid. A quote was requested and received from Fisher Scientific (another subsidiary of Thermo Fisher Scientific) containing the items bid by Life Technologies Corporation (honoring their bid prices) and adding the items not on the original bid in the total amount of \$37,354.18.

The biological phosphorus (bio-P) removal process for wastewater treatment relies on a specific population of bacteria. These types of bacteria (collectively known as “accumulibacter”) require certain conditions in order for them to thrive and complete the processes which remove phosphorus from the wastewater. When these conditions are not met, other populations of organisms (specifically, a group collectively known as “competibacter”) will quickly grow in numbers, outcompeting the accumulibacter for nutrients and oxygen. If this happens, the bio-P process breaks down.

We are able to monitor and control many of these conditions in order to predict the health and efficacy of the accumulibacter population, but we are not currently able to directly monitor their numbers. With real-time quantitative PCR (polymerase chain reaction), it is possible to identify and quantify the populations of accumulibacter and competibacter present in the activated sludge. Trends in the relative populations of these groups can indicate an impending plant upset and may allow time for process changes to be implemented before bio-P fails completely. The data can also be used to determine if such interventions are working to improve the bio-P process.

Currently, there are very few laboratories that perform this type of analysis for the bacterial populations we are interested in and the analysis is expensive. Ideally, samples would be collected at least daily and analyzed several times per week. The data could then be used as an important diagnostic and predictive tool. However, at upwards of \$300 per sample, it is cost prohibitive to do so using a contract laboratory. At this rate, the capital invested into the purchase of an instrument for the Clean Water Plant laboratory would be recovered in about five months.

BUDGET IMPACT:

Because both companies are part of Thermo Fisher Scientific, and together are able to supply all of the required items in the bid specifications, a new quote was requested. The total for this quote was \$37,354.18. It is recommended that the bid be awarded to Thermo Fisher Scientific, LLC for this amount.

Funds are available in the current year's budget in Sewer Fund Capital Outlay Miscellaneous Equipment account number 590-590-54400-980074.

Attachments:

Life Technologies Corporation Bid
Fisher Scientific Quotation

BID PROPOSAL FORM

State bid price for a Real Time PCR System for DNA Analysis as per the specifications contained herein delivered F.O.B. City of Wyoming, Clean Water Plant, 2350 Ivanrest SW, Wyoming MI 49418:

Bid price for one S \$27,834.87* each

* Please refer to attached Quotation S1341013.

State number of days required for delivery from date of receipt of purchase order: 7-10 days.

State manufacturer, brand name and model number of system being bid: _____

Manufacturer: Life Technologies Corporation **Model Number:** STEPONE PLUS 96WELL RT PCR SYS

Brand: Applied Biosystems

State warranties and/or guarantees applicable to instrument being bid: _____

Please refer to attached General Terms and Conditions of Sale - Section 8 for detailed warranty information that applies to the proposed instrument and related products listed on Quotation S1341013.

TERMS: Net 30-days after date of invoice.

COMPANY: Life Technologies Corporation

STREET ADDRESS: 5791 Van Allen Way

CITY: Carlsbad STATE: CA ZIP CODE: 92008

AUTHORIZED BY (Please Print Name and Title): Patricia A. Trigueiro, Contracts Specialis

AUTHORIZED SIGNATURE (required): *Patricia A. Trigueiro* DATE: 09-10-15

PHONE: (760) 476-7854 CELL PHONE: N/A

EMAIL: Patricia.Trigueiro@thermofisher.com WEB SITE: www.thermofisher.com

All proposals are to be in sealed envelopes and plainly marked "A Real Time PCR System for DNA Analysis." The City Council of the City of Wyoming reserves the right to accept or reject all or any bids or to waive formalities, and to award the bid in any manner deemed to be in the best interest of the City.

BID DUE: **11:00 A.M.; Tuesday, September 15, 2015**
Wyoming City Clerk's Office
1155 - 28th Street SW
P.O. Box 905
Wyoming, Michigan 49509-0905





City of Wyoming

**Bid for Real Time PCR System for DNA Analysis
Due Date and Time: September 15, 2015 at 11:00 A.M. Eastern Time**

**Life Technologies
Quotation S1341013**

Quotation: S1341013
August 27, 2015

To ensure you receive your quoted pricing, please clearly reference your quotation number on your Purchase Order.

To place your order: Fax # 650-638-5875, Attn: Instruments Pricing Admin OR email to: NAInstrumentOrders@lifetech.com

We now offer highly competitive financing options with low monthly payments. Please contact your local sales representative for more information on how we can meet your financing needs.

Life Technologies Corporation

3175 Staley Road
Grand Island, NY 14072 USA
Fax No.: 1-800-331-2286 USA
To Order: 1-800-955-6288 USA
www.lifetechnologies.com



Valid From	: 05/06/2015	CITY OF WYOMING Clean Water Plant 2350 IVANREST AVE SW Kristen McLaughlin GRANDVILLE MI 49418 USA
Valid To	: 09/23/2015	
Freight Terms	: FOB FACTORY - FRT QUOTED	

We are pleased to quote on your requirement as follows:

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
1	4376599	STEPONE PLUS 96WELL RT PCR SYS PN 4376599 - STEPONEPLUS 96-WELL REAL-TIME PCR SYSTEM, TOWER INCLUDES: Dell Tower OptiPlex 755 StepOne Software v 2.1 Primer Express Software v 3.0 Packing kit User manuals TaqMan® RNase P Verification Plate (PN 4351979) included at no additional charge LIMITED WARRANTY: One year parts and labor (as provided in Life Technologies' written limited warranty statement and accompanying terms).	1	\$29,900.00	\$17,995.00	\$17,995.00
2	4351979	FAST 96 WELL RNASE P VERIF	1	\$624.00	\$0.00	\$0.00
3	TRN00076	REAL-TIME PCR APPL TRAINING Real-Time PCR On-Site Application Training for 1-day	1	\$2,680.00	\$1,608.00	\$1,608.00
4	ZGEXSCSTEPONE P3Y	RAPID EXCHANGE, STEPONEPLUS Description of the Rapid Exchange Service Plan The Rapid Exchange Service Plan provides a customer with a replacement unit of the same instrument model covered by this service plan should Life Technologies determine that Life Technologies cannot repair the customer's instrument through telephone support. The customer's instrument must be in good working condition at the time of purchase of this plan.	1	\$6,050.00	\$4,356.00	\$4,356.00

Quotation: S1341013
 August 27, 2015

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
		<p>Rapid Exchange Service Plan features include:</p> <p>Guaranteed shipment. Life Technologies will ship a factory-certified refurbished unit of the same instrument model covered by this service plan within one business day from the time that Life Technologies determines that a replacement instrument is required. Customer may receive a new instrument if a refurbished instrument is not available.</p> <p>Shipping Costs. Life Technologies will pay the costs of shipping the instrument being replaced from the customer's site to Life Technologies' receiving center as well as the costs of shipping the replacement unit to the same customer's site. Technical Support. Priority telephone and email access to Life Technologies' Technical Assistance Center.</p> <p>Rapid Exchange Service Plan excludes:</p> <p>Planned maintenance (PM) and remedial repairs and parts are not covered under this plan. Computer hardware is not covered by this plan.</p> <p>Rapid Exchange Service Plan Process:</p> <p>If the instrument requires repair that cannot be accomplished via phone support, Life Technologies will initiate the shipment of a replacement unit. Life Technologies will send customer a "Returns Documentation Package" via Fax or email.</p> <p>Customer must follow the instructions on the return documentation for return shipment.</p> <p>Customer must return the instrument via the carrier designated in the instructions, with a properly completed certificate of decontamination, using the packaging in which the replacement instrument arrived.</p> <p>Customer must return the instrument being replaced within the period specified in the instructions.</p> <p>Important Notes</p> <p>Title and risk of loss with respect to the customer's instrument being replaced will transfer to Life Technologies upon its receipt at a Life Technologies receiving center and title and risk of loss with respect to replacement unit will transfer to the customer upon delivery of the unit at the customer's location.</p> <p>Life Technologies will invoice customer for, and customer agrees to pay, the list price of the replacement unit if customer fails to return the instrument being replaced within 60 days (or within the time specified in the return instructions if Life Technologies has provided a different time) from receipt of the replacement unit.</p>				
5	4346906	FG,MICROPLATE, LHS 96 WELL,	2	\$86.75	\$0.00	\$0.00
6	4323032	FG,OPTICAL CAP (8 CAPS/STRIPS)	1	\$108.00	\$61.56	\$61.56
7	4358293	FAST RCTN TUBES(8 TUBES/STRIP)	1	\$88.75	\$63.01	\$63.01
		<p>MicroAmp Fast Reaction Tube with Cap, 0.1 mL. 1000 tubes.</p> <p>Life Technologies Fast Reaction Tubes are designed specifically for the Life Technologies 0.1mL Fast Thermal Cyclers and 0.1mL Fast Real-Time Thermal Cyclers</p> <p>The Fast Reaction Tubes have been optimized for superior fit and function when used on these instruments. Use of the tubes with any other Life Technologies instruments without an adapter may cause severe damage.</p>				
8	Q33217	QUBIT 3.0 QUANT STARTER KT	1	\$2,500.00	\$2,250.00	\$2,250.00

Quotation: S1341013
August 27, 2015

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
9	4396838	TAQMAN ENVIRONMENTAL TaqMan® Environmental Master Mix 2.0 Real-time PCR Master Mix for inhibited samples. This kit contains sufficient reagents to perform 200 reactions.	1	\$530.00	\$424.00	\$424.00
10	4480466	PREPSEQ NA 100 RXN FOOD	1	\$564.00	\$507.60	\$507.60

Estimated Shipping & Handling : \$578.70

Total : \$27,843.87

To reduce the number of pages we have to send you with every quotation, we are taking advantage of the internet to direct you to Life Technologies' General Terms and Conditions of Sale on our website. Please read the important statement below carefully.

This quotation, and Life Technologies' **GENERAL TERMS AND CONDITIONS OF SALE** (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life Technologies is offering to sell the product(s) or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) or services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life Technologies' General Terms and Conditions of Sale to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life Technologies, and that the purchase and sale transaction between you and Life Technologies is subject to and will be governed by this quotation and Life Technologies' General Terms and Conditions of Sale.

Life Technologies' General Terms and Conditions of Sale can be found on Life Technologies' website at <http://www.lifetechnologies.com/termsandconditions> under the "terms and conditions" link at the bottom of the webpage.

If you have any questions, please visit our website at www.lifetechnologies.com.

Quotation: S1341013
August 27, 2015

NOTE: Customer MUST reference quotation number when ordering to receive discounts.

ADDITIONAL TERMS AND CONDITIONS OF QUOTATION

1. This quotation shall apply only to direct order purchase from Life Technologies Corporation. In order to receive quoted prices, the quotation number must be referenced at time of order. Credits will not be issued for orders not referencing quotation numbers.
2. The effective dates of this quotation appear in the upper right corner of each page unless otherwise noted. Exceptions are noted within the body of this quotation. The quantities and purchase requirements noted on this quotation reflect minimum requirements necessary to receive quoted prices.
3. Percentage discounts in this quotation will be calculated from Life Technologies' current list price for the applicable product. Discounts will be calculated from single unit catalog price. Life Technologies reserves the right to change its list prices at any time. Any increase or decrease to the list price of a product would result in a change to your discounted price. Certain discounts are based on categories of products (e.g., "Pricing Product Line" or "PPL" discounts) that might change over time. Life Technologies reserves the right to re-align products within a category or add or remove products to or from a specific category at any time. Such re-alignment, addition or removal may result in a change to your discounted price for a particular product.
4. This quotation may be terminated by Life Technologies upon written notice.
5. This quotation contains confidential Life Technologies pricing information which if disclosed to third parties could cause competitive harm to Life Technologies. Subject to overriding obligations to third party funding agencies or governmental entities, the customer agrees to keep all pricing information contained herein confidential.

Holly Senter
Sales Representative

Sales Quotation

Quote Nbr	Creation Date	Due Date	Page
5278-2443-28	10/05/2015		1 of 7
Payment Terms		Delivery Terms	
NET 30 DAYS		DEST	
Valid To		Prepared By	
11/04/2015		BAKER, REGINA C.	
Customer Reference		Sales Representative	
REAL TIME PCR SYSTEM FOR DNA ANALYSIS		REGINA BAKER	
To place an order	Ph: 800-766-7000	Fx: 800-926-1166	
Submitted To:		Customer Account: 892918-002	
JAMIE PETROVICH REGINA.BAKER@THERMOFISHER.COM 616-261-3572		CITY OF WYOMING CLEAN WATER PLANT 2350 IVANREST SW AVE GRANDVILLE MI 49418-3402	



FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

PLEASE REFER TO THE QUOTE NUMBER ON ALL
CORRESPONDENCE

THANK YOU FOR YOUR INTEREST IN FISHER
SCIENTIFIC COMPANY LLC

FOR COMPLETE TERMS AND CONDITIONS VISIT
OUR WEBSITE AT
www.fishersci.com/salesterms

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	43 765 99	96WELL RT PCR SYS TOWER STEPONE PLUS 96WELL RT PCR SYS TOWER Vendor Catalog # 4376599 This item is being sold as 1 per each Original Catalog Number 4376599	17,995.00	17,995.00
2	1	EA	43 519 79	FAST 96 WELL RNASE P VERIF Vendor Catalog # 4351979 Hazardous Material This item is being sold as 1 per each Original Catalog Number 4351979	N/C	N/C
3	1	EA	NON-CATALOG	REALTIME PCR ONST APPTRNING 1D Vendor Catalog # TRN00076QTE#S1341013	1,808.00	1,808.00
4	1	EA	NON-CATALOG	RAPID EXCHANGE STEPONEPLUS Vendor Catalog # ZGEZSCSTEPONEP3Y	4,356.00	4,356.00
5	2	EA	43 469 06	FG MICROPLATE LHS 96 WELL 96-well Microplates, Genomic; Applied Biosystems MicroAmp; Fast Optical; Reaction Plate, 0.1mL; With barcode; 20 plates Vendor Catalog # 4346906 Shelf Life 5Y This item is being sold as 1 per each Original Catalog Number 4346906	N/C	N/C
6	1	EA	43 230 32	FG OPTICAL CAP (8 CAPS/STRIPS)	61.56	61.56

Sales Quotation



Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
5278-2443-28	REAL TIME PCR SYSTEM FOR DNA ANALYSIS	2 of 7

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
				Vendor Catalog # 4323032 Hazardous Material Shelf Life 5Y This item is being sold as 1 per each Original Catalog Number 4323032		
7	1	EA	43 582 93	FAST RCTN TUBES(8 TUBES/STRIP) Vendor Catalog # 4358293 Shelf Life 5Y This item is being sold as 1 per each Original Catalog Number 4358293	63.01	63.01
8	1	EA	Q33217	QUBIT 3.0 QUANT STARTER KT Vendor Catalog # Q33217 Hazardous Material This item is being sold as 1 per each Original Catalog Number Q33217	2,250.00	2,250.00
9	1	EA	NC9027105	ENVIRONMENTAL MASTER MIX Vendor Catalog # 4396838 Hazardous Material Original Catalog Number 4396838	424.00	424.00
10	1	EA	NON-CATALOG	PREPSEQ NA 100 RXN FOOD Vendor Catalog # 4480466	507.60	507.60
11	1	EA	NON-CATALOG	ESTIMATED SHIPPING & HANDLING Vendor Catalog # SHIPPIN/HANDLINQ#S1341013	578.70	578.70
12	NOBID		*-NO BID-*	PAGE BREAK		
13	1	EA	50 999 111	BEAD BEATER CHAMBER 15ML BEAD BEATER, SMALL STAINLESS STEEL CHAMBER, 15ML WRKG VOLUME Vendor Catalog # 141815 Hazardous Material This item is being sold as 1 per each Original Catalog Number 50999111	181.00	181.00

** Items below were not included in original bid rec'd.*

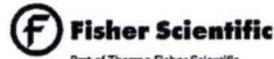
Sales Quotation



Quote Nbr	Customer Reference	Page
5278-2443-28	REAL TIME PCR SYSTEM FOR DNA ANALYSIS	3 of 7

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
14	1	EA	FBE00005	FISHERBRAND ELITE 0.5-SUL Pipetter; Fisherbrand Elite; Manual; Single channel; Fully autoclavable; Soft-touch tip ejection; Ergonomic comfortable lightweight handle; Super blow-out piston; 0.5-5µL; 0.01µL increments Vendor Catalog # 4680010 This item is being sold as 1 per each	242.82	242.82
15	1	EA	FBE00010	FISHERBRAND ELITE 1-10UL Vendor Catalog # 4680020 This item is being sold as 1 per each	242.82	242.82
16	1	EA	FBE00020	FISHERBRAND ELITE 2-20UL Vendor Catalog # 4680030 This item is being sold as 1 per each	242.82	242.82
17	1	EA	FBE00200	FISHERBRAND ELITE 20-200UL Vendor Catalog # 4680060 This item is being sold as 1 per each Original Catalog Number FBE00200	242.82	242.82
18	1	EA	FBE01000	FISHERBRAND ELITE 100-1000UL Vendor Catalog # 4680070 This item is being sold as 1 per each	242.82	242.82
19	1	EA	02 215 365	VORTEX MIXER-STANDARD 120V Vendor Catalog # 945404 This item is being sold as 1 per each Original Catalog Number 2215365	326.26	326.26

Sales Quotation



Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
5278-2443-28	REAL TIME PCR SYSTEM FOR DNA ANALYSIS	4 of 7

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
20	1	PK	11 312A	GLASS BEADS SOLID 3MM 1LB/PK Vendor Catalog # 100C This item is being sold as 1 per pack	23.83	23.83
						
21	1	PK	02 682 558	2.0ML TUBE NS SCREW CAP 500PK Tube, Microcentrifuge; Fisherbrand; Plastic; Autoclavable; Screw-cap; Free-standing; Polypropylene; With cap; Max. force: 20,000xG; Capacity: 2.0mL Vendor Catalog # 520-GRD-FIS This item is being sold as 500 each per pack Original Catalog Number 520GRDFIS	53.08	53.08
						
22	1	CS	02 682 558	2.0ML TUBE NS SCREW CAP 500PK Tube, Microcentrifuge; Fisherbrand; Plastic; Autoclavable; Screw-cap; Free-standing; Polypropylene; With cap; Max. force: 20,000xG; Capacity: 2.0mL Vendor Catalog # 520-GRD-FIS This item is being sold as 5000 each per case	492.39	492.39
						
23	1	PK	05 402	TUBES 1.5ML NATURAL 500/PK Tube, Microcentrifuge; Eppendorf; Snap-cap; Flex-tube; Polypropylene; Flexible lid with etched writing surface; Rated to 25,000xG; Graduated; Autoclavable; O.D. x L: 10 x 38mm; 1.5mL; 500/Pk.; Natural Vendor Catalog # 022364111 This item is being sold as 500 each per pack	37.83	37.83
						
24	1	PK	09 300 71	NUCLEPORE PC 47MM .4UM 100/PK Filters, Membrane; Whatman; Nuclepore Polycarbonate Track-Etch Membrane; 0.4µm Pore Size; Diameter: 47mm; Low protein binding membranes; Biologically inert; Excellent chemical and thermal resistance; Pack of 100 Vendor Catalog # 111107 This item is being sold as 100 each per pack Original Catalog Number 930071	154.77	154.77
						
25	1	PK	50 983 270	PCR QUALIFIED WTR 10X10ML 10PK	149.84	149.84

Sales Quotation



Quote Nbr	Customer Reference	Page
5278-2443-28	REAL TIME PCR SYSTEM FOR DNA ANALYSIS	5 of 7

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
				Water, PCR Qualified; Quality Biological; Diethylpyrocarbonate (DEPC) treated; Ultra pure; Ultrafiltered; Deionized by reverse osmosis; Endotoxin tested; Tested for the absences of RNase, DNase, and Protease; 10 x 10mL pack Vendor Catalog # 351-161-671 Hazardous Material This item is being sold as 10 each per pack		
26	1	EA	05 403 92	EPPENDORF 5424 CENTRIFUGE 120V Vendor Catalog # 022620401 This item is being sold as 1 per each Original Catalog Number 540392	2,797.26	2,797.26
						
27	1	PK	05 400 126	ADAPTER F/0.2ML PCR 6/PK Adapter; Rotor; Fixed-angle 30-place; For 0.2 mL PCR tubes; Set of 6 Vendor Catalog # 022636260 This item is being sold as 6 each per pack Original Catalog Number 022636260	34.48	34.48
						
28	1	EA	05 400 006	MOD 5424 KNOBS NO ROTOR 120V Vendor Catalog # 022620487 This item is being sold as 1 per each Original Catalog Number 022620487	2,502.30	2,502.30
						
29	1	EA	05 400 014	PCR ROTOR FOR MOD 5424 Vendor Catalog # 022653121 This item is being sold as 1 per each	751.00	751.00
						
30	1	CS	E0030124286	STRIPS 8-TUBE 0.2ML 120/CS Vendor Catalog # 951010022 This item is being sold as 120 each per case	192.45	192.45
						

Sales Quotation



Quote Nbr:	Customer Reference	Page
5278-2443-28	REAL TIME PCR SYSTEM FOR DNA ANALYSIS	6 of 7

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
31	1	CS	E0030124294	TRAY WORK FOR 96 0.2ML 10/CS Vendor Catalog # 951010031 This item is being sold as 10 each per case GSA# GS07F161BA	46.48	46.48
32	1	PK	05 541 1	MICROCEN TUB RAC ASSORTD 5/PK Racks, tube, Microcentrifuge or PCR; Fisherbrand; Double Sided; Benchtop use or freezer storage; 80 numbered wells each side; Handles; Matte labeling panel; Polypropylene; Autoclavable; Assorted-1ea Bl, Gr, Or, Yel, Red; 5/Pk. Vendor Catalog # 188453002 This item is being sold as 5 each per pack Original Catalog Number 188453002	33.06	33.06
33	1	PK	05 541 44	1B RACK MCR 96WELL AST 5RCK/PK Vendor Catalog # 188453031 This item is being sold as 5 each per pack Original Catalog Number 188453031	52.72	52.72
34	1	PK	05 541 80	96 PCR RK .2ML TB FLUR BLU 5PK Vendor Catalog # 189023001 This item is being sold as 5 each per pack Original Catalog Number 189023001	37.84	37.84
35	1	PK	02 707 439	10UL TIP STER FLTR 960/PK Pipet Tips; Aerosol Barrier; Fisherbrand SureOne; Universal fit for research grade pipetters; Volume: 0.1-10uL; 1-1/4 in.; Color: Natural; Packaging: HRS, 10 x 96; Micropoint tip, grad. at 2uL Vendor Catalog # TFA104-10-FIS This item is being sold as 960 each per pack	96.51	96.51
36	1	PK	02 707 432	20UL TIP STER FLTR 960/PK Pipet Tips; Aerosol Barrier; Fisherbrand SureOne; Universal fit for research grade pipetters; Volume: 2-20uL; 1-1/4 in.; Color: Natural; Packaging: HRS, 10 x 96; Beveled tip Vendor Catalog # TF113-20-FIS This item is being sold as 960 each per pack	96.51	96.51

Sales Quotation



Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
5278-2443-28	REAL TIME PCR SYSTEM FOR DNA ANALYSIS	7 of 7

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
				pack		
37	1	PK	02 707 430	200UL TIP STER FLTR 960/PK Vendor Catalog # TF140-200-FIS This item is being sold as 960 each per pack Original Catalog Number 2707430	96.51	96.51
38	1	PK	02 707 404	1000UL FLTR TIP STR 960/PK Pipet Tips; Aerosol Barrier; Fisherbrand SureOne; Universal fit for research grade pipettors; Volume: 100-1000uL; 3-1/2 in.; Color: Natural; Packaging: HRS, 10 x 96; Micropoint tip, grad. at 100, 200, 500, 1000uL. Vendor Catalog # TF112-1000-FIS This item is being sold as 960 each per pack Original Catalog Number 2707404	103.94	103.94

MERCHANDISE TOTAL	37,318.03
Container/Ice Charges	33.00
Fuel Surcharge	3.15
TOTAL	37,354.18

NOTES:

Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2
<http://survey.medallia.com/fishersci>

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR
REPLACEMENT PUMP PARTS

WHEREAS:

1. As detailed in the attached Staff Report, Kerr Pump and Supply is the sole source supplier for Fairbank Nijhuis Municipal Pump products in the State of Michigan.
2. It is recommended a quote received for the replacement pump parts from Kerr Pump and Supply in the total amount of \$14,729.50 be accepted.
3. Adequate funds for the purchase are available in the Sewer Fund Maintenance Supplies account number 590-590-54300-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept a quote from Kerr Pump and Supply for replacement pump parts in the total amount of \$14,729.00.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

ATTACHMENTS:
Staff Report
Letter
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 12, 2015
Subject: Approval of Quote for Replacement Pump Parts
From: Tom Wilson, Clean Water Plant Maintenance Supervisor
Date of Meeting: October 19, 2015

RECOMMENDATION:

It is recommended that the City Council approve Quote #QTE159547 dated 10/8/15 in the amount of \$14,729.50 to purchase replacement Fairbanks pump parts from Kerr Pump and Supply, the sole source vendor for these replacement parts.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

It is recommended that the City Council accept the quote received for the Fairbanks replacement pump parts as submitted by Kerr Pump & Supply, the sole supplier of said parts, in the amount of \$14,729.50.

The parts quoted are replacement parts that are necessary to make repairs on Fairbanks centrifugal pumps. We are requesting a number of parts to make immediate repairs on one of these pumps that the Clean Water Plant currently operates plus an adequate number of parts to be put into the Clean Water Plant inventory for future pump repairs.

Previously, the City Attorney has ruled that items which are available only from a single source need not be bid in that the bidding of such items would constitute the performance of a needless and useless act. Since Kerr Pump is the exclusive distributor for Fairbanks Municipal Pump products, we are recommending that we forego the bid process in this case.

BUDGET IMPACT:

Adequate funds for the purchase of these centrifugal pump replacement parts exist in the 2015-2016 Sewer Fund Maintenance Supplies Account #590-590-54300-775000.



PENTAIR FLOW TECHNOLOGIES
Fairbanks Nijhuis
+1.913.371.5000 main
+1.913.371.4025 fax
3601 Fairbanks Avenue
P.O. Box 6999
Kansas City, KS 66106
United States
www.fairbanksnijhuis.com

January 9, 2015

To Whom It May Concern:

Subject... Fairbanks Nijhuis Distributor Authorization

Please be advised that Kerr Pump is the exclusive distributor for Fairbanks Nijhuis Municipal Pump products for the state of Michigan.

All inquiries and orders should be directed to:

Kerr Pump & Supply
12880 Cloverdale
Oak Park, MI 48237

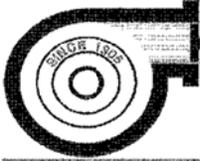
Thank you for your interest in Fairbanks Nijhuis products.

Yours truly,

A handwritten signature in black ink, appearing to read "Debra L. Smith".

Debra L. Smith
Manager, Inside Sales

Cc: Joe Jackson
Paul Jezult



KERR PUMP AND SUPPLY

Quote **QTE159547**
 Date **10/8/2015**
 Quoted By **Jim Fenner**

Ref: 102480

Page **1 of 1**

Quote To
WYOMING, CITY OF 16700 NEW HOLLAND STREET HOLLAND, MI 49424 Fax: 616-359-2555

Ship To
CITY OF WYOMING CLEAN WATER PLANT 2350 IVANREST AVE SW WYOMING, MI 49413

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms	Ship Req.
KAREN HORNING	WYOMI002	RAFTERY	UPS - PREPAID & ADD	N30	

Quote		Item Number	Description	Unit Price	Ext. Price
2	0	2 T8D1DB 0220 F	IMPELLER CW, 2VN, ARG, T 40 FR, 14	6,661.00	13,322.00
2	0	2 T6C17C 9630 F	IMPELLER WEAR RING	470.00	940.00
1	0	1 CP5885AT 9660 F	IMPELLER WASHER	135.00	135.00
2	0	2 HYD40B6 8100 F	FAIRBANKS LANTERN RING HALF	166.25	332.50

STANDARD SHIPMENT CAN BE MADE 5- 7
 WEEKS AFTER RECEIPT OF ORDER

ALL SHIPMENTS ARE MADE FOB: SHIPPING
 POINT, FREIGHT COLLECT OR PREPAID AND
 ADDED TO THE INVOICE

ALL PRICES QUOTED HEREIN ARE FIRM FOR 30 DAYS AND DO NOT INCLUDE TAXES WHICH
 MAY APPLY AT TIME OF SHIPMENT. ALL PRICING IS QUOTED NET, FOB SHIPPING POINT,
 FREIGHT COLLECT OR PREPAY AND ADD.

THIS QUOTE IS ISSUED SUBJECT TO KERR PUMP & SUPPLY STANDARD TERMS AND
 CONDITIONS, A COPY OF WHICH IS AVAILABLE UPON REQUEST. THE TERMS OF PAYMENT
 ARE NET 30 DAYS SUBJECT TO CREDIT APPROVAL.

Subtotal	
Miscellaneous	
Freight	
Sales Tax	
Trade Discount	
Total	

KERR PUMP AND SUPPLY, 12880 Cloverdale Oak Park, MI 48237
 TEL: 248-543-3880 FAX: 248-543-3236

10/19/15
Purchasing/KRO

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID
FOR THE PURCHASE OF LIQUID CHLORINE

WHEREAS:

1. As detailed in the attached Staff Report, JCI Jones Chemical Inc. has offered to extend their current bid pricing of \$400.00 per ton for the purchase of liquid chlorine through July 1, 2016.
2. The purchase of liquid chlorine will be charged to the Sewer Fund Operating account number 590-590-54300-7400000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid the purchase of liquid chlorine from JCI Jones Chemical Inc. at a price of \$400.00 per ton through July 1, 2016.
2. The City Council does hereby waive the provisions of sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

ATTACHMENTS:

Staff Report

JCI Jones Chemical Inc. Letter

Bid Award

Contract Summary

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 7, 2015
Subject: Liquid Chlorine
From: Jon Burke, Utilities Operations Supervisor
Meeting Date: October 19, 2015

RECOMMENDATION:

It is recommended the City accept a JCI Jones Chemical Inc. offer to extend their current bid pricing through July 1, 2016 for the purchase of liquid chlorine.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Although the vast majority of the work of wastewater treatment is accomplished biologically, certain treatment chemicals are required for process control and enhancement, the control of odors, and the disinfection process. Liquid chlorine is a proven disinfection technology and will be used to treat the wastewater at the Clean Water Plant.

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

Economic Strength – Proper and complete treatment of wastewater depends upon the responsible use of a small number of chemicals. The Clean Water Plant budgets annually for these materials, which can fluctuate in price.

DISCUSSION:

The City of Grand Rapids accepted bids on September 14, 2012 for the purchase of liquid chlorine and opted to accept the three-year pricing of \$400 per ton from JCI Jones Chemical Inc. The bid included the option for the Cities of Wyoming, Holland, Grand Haven, and Muskegon to purchase chemicals under their bid. The City Council awarded the bid to JCI Jones Chemical Inc. on November 5, 2012 via Resolution number 24337.

JCI Jones Chemical Inc. has offered to extend their current bid pricing to the City of Wyoming through July 1, 2016. It is estimated the City will spend approximately \$32,000.00 for the purchase of Liquid Chlorine.

This cooperative effort has resulted in significant cost savings for the City of Wyoming over the years.

BUDGET IMPACT:

Funds are available in the Sewer Fund Operating account number 590-590-54300-740000.



JCI Jones Chemicals, Inc.
18000 Payne Street
Riverview, MI 48193

October 6, 2015

John Burke
burkej@wyomingmi.gov
CO Wyoming Clean Water
2350 Ivanrest
Wyoming, MI 49418

John

You recently requested a price extension from our company. We are pleased to extend under the same contract terms & conditions the following:

Chlorine tons at \$400 per ton – memo deposit – fsc exempt

Price effective 11/01/15 thru 07/01/16.

Thank you for giving us the opportunity to bid for your business. As always, it's a pleasure doing business with you.

Sincerely,
Pam Nowaske

pnowaske@jcichem.com
Office Manager/Sales Coordinator
18000 Payne Street
Riverview, MI 48193
P: 734.283.0677
F: 734.283.0979

Bid Award Report

Bid 885-38-19

This report was created on Sep 17, 2012 10:58:37 AM

Report created by WebProcure

Title: Liquid Chlorine, 1-Ton Cylinders

Bid started: Aug 31, 2012 11:00 AM EDT

Bid opened: Sep 14, 2012 11:00 AM EDT

Solicitation Invitation Type: Public

Description:

Bids are requested for a one-year term contract with two, one-year renewal options for the purchase and delivery of liquid chlorine that is ready and available for use as per the specifications contained herein. No product or product development of any type, shape, or form shall be allowed or accepted by the City over the life of the contract.

Bidders shall download all attached bid document files, complete the documents as requested, save the completed documents under a new name and upload the saved documents to the bid response.

Bidders shall note: all solicitation information and documents shall be available to vendors registered in WebProcure. If you are not currently registered, click on the following link to begin registration:

<https://procurement.pbnlnk.com/supplierReg>

Delivery Terms: Free On Board Destination

All shipments shall be F.O.B Delivered Freight Included to the City of Grand Rapids Michigan. F.O.B. terms other than F.O.B. Delivered shall not be accepted.

Payment Terms: Net 30 Days

Vendors shall be aware that invoicing shall be accepted only from the contractor as listed on the bid form and subsequent purchase order. Invoices not meeting this requirement shall be discarded.

Contact Information

Name: Anthony Wojciakowski
Agency: City Of Grand Rapids
Address: 300 Monroe Avenue, Purchasing, 7th Floor, Grand Rapids MI, 49503, United States
Phone: 616-456-4178
Email: awojciak@grcity.us

Additional Information:

All information in a bidders proposal and the subsequent contract is subject to the provisions of the Freedom of Information Act. 1976 no. 442, as amended, MCL 15.231 or latest revision thereof.

Bidders are required to upload/submit the completed bid document, descriptive literature and technical specifications, and all the information requested with the bid; failure to do so may result in the bid being rejected as non-responsive. It shall be the responsibility of the bidder to

determine the correct product and to furnish the correct product based upon the item description and specifications provided. Any exceptions taken to the information provided herein shall be stated on the bid form and shall become part of the bid.

Scope of Work:

The City of Grand Rapids and the West Michigan Cooperative Purchase Agencies desire the purchase of liquid chlorine, for use in potable water. Product proposed shall comply in all regards with AWWA STD #B301-92 and ANSI/NSF STD 60 and 61 Drinking Water Grade, or most recent standards thereof, and shall be delivered in one-ton cylinders. Evidence that delivered product is certified shall be provided with each shipment.

The intent of this bid is to purchase liquid chlorine for use in potable water for the City of Grand Rapids and the West Michigan Cooperative Purchase Agencies that is ready and available for use upon confirmation of a purchase order. No product development of any type, shape, or form shall be allowed or accepted by the City over the life of the contract. Certification and MSDS sheets shall accompany each delivery. Bidder shall bid on a liquid ton basis of 23% strength H2SiF6.

No.	Item	Supplier	Alternative	Prod. No	Mfr. Name	Mfr. No	Delivery Date	Unit Price	Qty.	Total Price
1	Liquid Chlorine Specification Number:	JCI JONES CHEMICALS INC						\$400.00	1.00 cylinder	\$400.00
Additional Item Fields 1. Year 2 Pricing: Specify the contract per unit pricing proposed for the second year of the contract Response: \$400.00 2. Year 3 Pricing: Specify the contract per unit pricing proposed for the third year of the contract Response: \$400.00 3. Bid Form Response: Bid form completed and returned (Y/N) Response: yes										
Supplier Notes: price firm 3 years										
2	Liquid Chlorine Specification Number:	JCI JONES CHEMICALS INC						\$400.00	1.00 cylinder	\$400.00
Additional Item Fields 1. Year 2 Pricing: Specify the contract per unit pricing proposed for the second year of the contract Response: \$400.00 2. Year 3 Pricing: Specify the contract per unit pricing proposed for the third year of the contract Response: \$400.00 3. Bid Form Response: Bid form completed and returned (Y/N) Response: yes										
Supplier Notes: price is firm 3 years										
3	Liquid Chlorine Specification Number:	JCI JONES CHEMICALS INC						\$400.00	1.00 cylinder	\$400.00
Additional Item Fields 1. Year 2 Pricing: Specify the contract per unit pricing proposed for the second year of the contract Response: \$400.00 2. Year 3 Pricing: Specify the contract per unit pricing proposed for the third year of the contract Response: \$400.00 3. Bid Form Response: Bid form completed and returned (Y/N) Response: yes										
Supplier Notes: price is firm 3 years										

BID FORM
City of Grand Rapids, Purchasing Department
300 Monroe, NW (Rm. 720), Grand Rapids, MI 49503 Phone (616) 456-3173



Bid Reference #885-38-19
Chemicals, Liquid Chlorine, 1-Ton Cylinders

Bidder: JCI Jones Chemicals, Inc

Bids are requested for the City of Grand Rapids and other West Michigan Cooperative Purchasing Agencies a one-year term with two, one-year renewal options for the purchase and delivery of liquid chlorine that has demonstrated effectiveness in water systems, preferably on Lake Michigan or Great Lakes waters, that is ready and available for use as per the specifications contained herein. No product or product development of any type, shape, or form shall be allowed or accepted by the City over the life of the contract. The City reserves the right to award any single item and/or any combination of items as it deems in its own best interest.

Bidders shall download all attached bid document files, complete the documents as requested, save the completed documents under a new name and upload the saved documents to the bid response.

If electronic document return is not feasible, the completed hard copy shall be mailed via United States Postal Service ensuring it shall be received prior to the bid opening date and time. Clearly mark outside of envelope with Bid Ref # and Bid opening date and time.

All information in a bidder's proposal and the subsequent contract is subject to the provisions of the Freedom of Information Act, 1976 no.442, as amended, MCL 15.231. or latest revision thereof.

It shall be the responsibility of the bidder to determine the correct product and to furnish the correct product based upon the item description and specifications provided. Bidders are required to submit descriptive literature and material safety data sheets, submit samples as required, submit certifications, complete the questionnaire and all the information requested with the bid; failure to do so may result in the bid being rejected as non-responsive. Any exceptions taken to the information provided herein shall be stated on the bid form and shall become part of the bid.

We will supply the commodities and/or services on this bid, at the prices and terms as specified herein, to the City of Grand Rapids departments, West Michigan Cooperative Purchase Agencies, and other authorized local units of government as contained herein, and to other local agencies/units that in the future may wish to utilize the co-op pricing. As the lead cooperative agency, the City of Grand Rapids reserves the right to add/authorize other municipalities and/or local agencies to the contract at any time during the life of the contract, at the prevailing terms, conditions, specifications, and pricing of the contract.

Can you comply: Yes No.

Company name

JCI Jones Chemicals, Inc
Print or Type


Donald Skidmore Jr.
Company Officer Name / Signature

ALL PURCHASE ORDERS SHALL BE SUBMITTED BY, INVOICES BILLED TO, AND PAYMENT REMITTED BY, THE AUTHORIZED DEPARTMENTS AND OTHER LOCAL UNITS OF GOVERNMENT ORDERING THE COMMODITIES AND/OR SERVICES.

QUESTIONNAIRE

Bidders are requested to complete information requested herein, and submit with the bid response. Information requested herein shall be furnished completely in compliance with instructions. The information requested and the manner of submission are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive, and reject any bid in which material information requested is not furnished or where indirect or incomplete answers of information are provided. The City reserves the right to use responses to these questions in the award of the bid.

List references, other than the City of Grand Rapids and West Michigan Co-Op Agencies, for which your company has provided the exact product and delivery services proposed of similar size and scope as specified herein for other municipalities in the last 24 months:

Agency Name, City, State	Product Provided, Quantity	Phone #	Contact Person
CO Jackson Water	CL2 tons	517.788.4073	Bob Kane
CO Toledo, Oh	CL2 tons	419.936.3052	Jeff Calmes
CO Battle CreekWW	CL2 tons	269.966.3513	Marvin Krause

Provide a brief summation of your company's history, experience, and credentials including year established, principle owner(s), the number of continuous years your company has been in business as provider of the commodities specified (either as a manufacturer, distributor, or both), etc:

JCI is a private family owned company founded in 1930 operating from 12 manufacturing and distribution centers located across the USA with the corporate office located in Sarasota, FL.

JCI is the largest re-packager of Chlorine and one of the largest industrial bleach manufacturers in the world. Our customers can depend on us to provide competitive pricing, long term supplier relationships insuring product availability, complementary safety site assessments, product use and handling training, JCI owned and operated transportation fleet and 24/7 Emergency Response Teams.

Specify location (s) where the product proposed is manufactured, as well as depot/inventory location(s):

18000 Payne Street Riverview, MI

BIDDER JCI Jones Chemicals, Inc.

QUESTIONNAIRE CON'T

Specify the manufacturer, product name/part # of the product proposed, product concentration, etc, include the product formulation and brief description:

see attached MSDS

Specify size of cylinders delivered on-site: 2000# ton

Specify product stability and shelf life:

see attached letter

Specify any and all approvals and certifications for the exact product proposed, including but not limited to State of Michigan DEQ, ANSI/NSF, etc:

UL Certification - ANSI/NSF

Specify quality control procedures utilized, including but not limited to analytical method(s) for testing products to guarantee consistent product(s), procedures to ensure no contamination, etc:

see attached letter

Specify in detail any and all technical support that may be provided and/or is included in the pricing proposed to the Lake Filtration Plant personnel as well as any other participating agencies:

Supplier contact and JCI personnel

BIDDER JCI Jones Chemicals, Inc.



September 6, 2012

City of Grand Rapids
Attn: Purchasing Department
300 Monroe NW
Grand Rapids, Michigan 49503

RE: Bid Ref #885-38-19

To Whom It May Concern:

In response to the questions posed on page 3 of the City of Grand Rapids' Invitation to Bid (#885-38-19) for chorine, the purpose of this letter is to provide you with information pertaining to JCI's repackaging and shipping procedures as well as information regarding the stability and shelf life of the product.

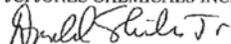
In the course of processing chlorine ton containers, JCI visually inspects the interior of each container prior to filling it. The containers are then shipped from our facility to our customers, typically within 48 hours. Based on the filling, storage and shipping procedures followed at JCI, the potential for a contaminant to be introduced into the container is extremely unlikely. In addition, given the physical limitations of accessing the container's interior during and up to the time it reaches an end-use site, the introduction of a contaminant is, again, extremely unlikely.

In addition, please be assured that we at JCI are well aware and sensitive of the need for heightened security measures and have procedures in place specifically designed to protect the integrity of the containers and products being delivered to our customers. In accordance with the Department of Transportation's Security Requirements under 49 CFR 172.800 & 802 (HM 232) that went into effect on March 25th, 2003, JCI Jones Chemicals Inc. developed and implemented a security program that not only met the requirements established in these regulations but exceeded them as well. For reasons I am sure you will understand, we are not in a position to discuss the particulars of JCI's Security Plan, however, I can assure you that it thoroughly covers the elements of Personnel Security, Access Control Security, En-Route Security, and Security Awareness Training as required by the regulations. Based on this, we are confident that the containers being delivered to your facilities in Grand Rapids are "tamper resistant" and pose no threat to you, your employees, and or the residents of Grand Rapids.

With respect to the question pertaining to product stability and shelf life, there are no stability issues if the product is handled and stored properly. Likewise, if no contaminants are introduced into the container in the course of using the product, the shelf life is indefinite.

Should you have any questions and or require additional information, please feel free to contact me at 1-734-283-0677.

Sincerely,
JCI JONES CHEMICALS INC.


Donald Skidmore Jr.
Branch Manager

QUESTIONNAIRE CON'T

Specify any special requirements, resources, or conditions that may be required to be provided by any cooperative agency to the successful contractor that may impact the services and deliveries:

none

Product Testing:

If the product proposed is new or unfamiliar to the City, the City may desire the vendor to provide exact product proposed, at the bid pricing and tanker loads proposed, on an "as needed" basis for extensive testing and evaluation purposes, until the project manager is able to ascertain if the product provided is effective and meets the City's needs and requirements.

As required, testing shall be performed in cooperation with the City, DEQ, EPA and the awarded vendor. Product testing/evaluation may take several weeks, and is not a guarantee of future obligations of any sort. Final testing and evaluation analysis, performance, and compatibility shall be at the discretion of the project manager and considered final for the purposes of this contract.

Can you comply: Yes No.

If "No" please specify:

Annual Training Class:

The successful contractor shall provide an annual training class on safety and other matters related to liquid chlorine, as required, on-site at a location specified by individual cooperative agencies, can you comply: Yes No.

If "No" please specify:

Specify the total cost per agency, per training class: None if done by JCI - see attached if done for Hazwoper recertification

Minimum Class Size: none if done by JCI - see attached if done for Hazwoper recertification Persons.

Maximum Class Size: none if done by JCI - see attached if done for Hazwoper recertification Persons.

Specify any and all materials and services included for the annual training class:

done by JCI personnel various CL2 video's and booklets - customer will need to provide TV and DVD player

BIDDER JCI Jones Chemicals, Inc.

HAZARDOUS MATERIALS REFRESHER COURSE

Ken Gilbert

June 6, 2012

HAZARDOUS MATERIALS 8 HOUR REFRESHER

COURSE COST	
8 hour courses at \$150.00 Per Person, and a minimum of 10 persons or \$1500.00 to run the course	\$1500.00
24 hour courses at \$450.00 Per Person, and a minimum of 12 persons or \$5400.00 to run the course	\$5400.00
40 hour courses at \$625.00 Per Person, and a minimum of 18 persons or \$11,245.00 to run the course	\$11,245.00
3- 2 hour courses (Chlorine) at \$100.00 Per Person, and a minimum of 15 persons or \$1500.00 to run the course	\$1500.00
3- 2 hour courses (Sulfur Dioxide) at \$100.00 Per Person, and a minimum of 15 persons or \$1500.00 to run the course	\$1500.00
3- 2 hour courses (Sodium Hypochlorite) at \$100.00 Per Person, and a minimum of 15 persons or \$1500.00 to run the course	\$1500.00

TERMS AND CONDITIONS

The City of Grand Rapids "General Conditions and Instructions to Bidder" are hereby incorporated by reference.

Information requested herein shall be furnished completely in compliance with instructions. The information requested, and the manner of submission, are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive and reject any bid in which material information requested is not furnished or where indirect or incomplete answers of information are provided, or if any City departments, staff, or elected officials are contacted prior to bid opening. All bids submitted shall be on the City's bid document and in the format requested, no exceptions. Any bid response not completed on the City bid form may be rejected as non-responsive.

As the lead cooperative agency, the City of Grand Rapids reserves the right to add other municipalities and/or local agencies to the contract at any time during the life of the contract, at the prevailing terms, conditions, specifications, and pricing of the contract. Such municipalities and agencies shall be identified in writing by the Purchasing Department buyer.

No separate agreements shall be recognized unless they are included in the bid response for analysis, prior to contract award. The City shall not be bound by any part(s) of any bidder's response to the bid which contains information, options, conditions, terms, or prices not requested nor required in the bid unless such conditions are agreed to by both parties prior to entering a contract.

Solicit Cancellation

The City reserves the right to cancel this solicitation and/or any planned award for any or no reason as it deems in its own best interests, at no additional costs to the City.

Cost of Preparation

The Respondent shall be responsible for any and all costs incurred in the development and submission of any response. The City assumes no contractual obligation as a result of the issuance of the solicitation, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. The City shall not be contractually bound until the City and the successful Respondent have executed a written Contract for performance of work.

Right to Request Additional Information

The City of Grand Rapids reserves the right to request any additional information which might be deemed necessary after proposals are submitted as it deems in its own best interests to do so.

Contract term:

The initial contract term shall be for a one-year period from date on the purchase order. Renewals shall be for the same period of the following years upon approval of the purchasing director. Prices listed herein shall remain firm for each contract period.

Renewal options:

The City reserves the right to renew the contract for two additional one (1) year terms at the prices contained herein and upon approval of the Purchasing Director/buyer.

Discrepancies or omissions:

If a bidder should find discrepancies or omissions in these documents, he/she should at once notify the Purchasing Director/buyer. The bidder is required to furnish any information regarding any additional costs not covered herein by the City with their bid. It is the City's intent for all costs to be included herein. Any costs not included herein may not be considered allowable costs under this contract.

Taxpayer Identification Number Certification:

Bidders are certifying with the signature applied to this bid response the following,

1. The number shown on this document is the correct taxpayer identification number (or I am waiting for a number to be issued to me)
2. I am not subject to backup withholding,
 - (a) I am exempt from backup withholding, or
 - (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a failure to report all interest or dividends, or
 - (c) the Internal Revenue Services (IRS) has notified me that I am no longer subject to backup withholding and
3. I am an U.S. person (including an U.S. resident alien)

Certification Instructions:

You shall cross out item 2 above if you have been notified by the Internal Revenue Services (IRS) that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item #2 does not apply.

TERMS AND CONDITIONS CON'T

Environmentally Preferable Purchasing:

The City of Grand Rapids desires wherever possible to reduce energy consumption, reduce waste products, develop higher energy efficiencies, acquire products with less toxic content, higher recycled content, and promote the use of less packaging while encouraging higher recycled content in packaging of shipments. The City also desires to have alternate products/services proposed that would provide more durable, reusable, recycled and/or remanufactured alternatives that will help reduce/eliminate waste or pollution, the products/services offered shall be environmentally preferable so as to provide the best value and best life span consistent with the industry standards for the use of the products/services.

If proposing a post-consumer alternate, a higher efficiency alternate, a recycled/recovered content alternate, less toxic alternate, recycled/recovered content percentages, provide detailed specifications for each product proposed with the bid response.

All energy ratings such as energy star shall be included with the bid response. In the performance of service contracts, the utilization of alternate fuel vehicles shall be considered.

Pricing:

Manufacturer/supplier price decreases received by the vendor shall be passed on to the City in the form of reduced cost of goods to the supplier from the prices stated on the bid form. From time to time the City will verify such decreases with the vendor and request new price adjustments. No increases over the bid price shall be permitted to compensate the contractor for inefficiency, errors in judgment, increases in labor costs, or profit. Price increases shall only be allowed based on proof of manufacturer's increases in goods, to the supplier.

Quantities:

Estimated annual quantities, based on historical usage, for the City of Grand Rapids and West Michigan Cooperative Purchase Agencies:

Bid Item #1:	Delivery Quantity	Agency
250 Tons	12 Cylinders	City of Grand Rapids, Lake Filtration Plant
20 Tons	3 Cylinders	City of Grand Haven, Wastewater Treatment Plant
150 Tons	12 Cylinders	City of Wyoming, Filtration Plant
150 Tons	9 Cylinders	City of Wyoming, Clean Water Plant

Quantities herein shall be for cost analysis only, and are not a guarantee of any minimum or maximum quantities to be purchased by the City or Cooperative Purchase Agencies. Bidders shall also be aware that any subsequent contract shall not be limited to the above referenced municipalities/agencies, as other municipalities/agencies may desire the option of utilizing the bid pricing as proposed for the West Michigan Co-Operative; further, any and all agencies shall not be bound by this document, and are free to utilize other contract options as they deem in their best interests.

Submittals:

Bidders are required to submit MSDS sheets, technical specifications, descriptive literature, certifications and approvals, complete the questionnaire, furnish samples as required, and to provide any information requested herein with the bid response. Failure to do so may result in rejection of the bid as non-responsive.

Non-assignment:

The contractor shall not assign, sub-contract, or sub to a sub-contractor without the written approval of the Purchasing Director and the project manager. No subs shall be allowed if not specified initially on the bid form.

Performance by Subcontractors:

The City understands and agrees that delivery services may be made by the subcontractor as specified herein in the questionnaire form. For purposes of this agreement, performance of the services by any subcontractor shall be deemed as performance by the primary contractor itself. The primary contractor shall remain exclusively responsible for the performance or non-performance of the services by any subcontractor, to the same extent as if the primary contractor itself performed or failed to perform such services. The City shall solely consider the primary contractor, and not any subcontractor, for satisfaction of any claims that the City may have arising out of this agreement or the performance or nonperformance of services.

Samples:

When requested, sample loads of product bid shall be provided at the bid pricing proposed to the Lake Filtration Department 17350 Lake Michigan Drive West Olive Michigan 49460, labeled with corresponding bid item number and bidders name, for testing and evaluation. Samples submitted shall be the same as items delivered throughout the life of the contract. Product testing/evaluation is not a guarantee of future obligations of any sort. Final testing and evaluation analysis, performance, and compatibility shall be at the discretion of the project manager and considered final for the purposes of this document.

TERMS AND CONDITIONS CON'T

Award criteria/bidder selection:

The selection of the successful bidder will be based on a combination of factors which, in the City's opinion, will best serve the City's interest in obtaining the desired service levels. Factors that will be considered, but shall not be limited to are:

- | | |
|-------------------------------------|------------------------------|
| A. Delivery Time | B. Past Performance |
| C. Prices, Duration of Firm Pricing | D. Cooperative Pricing Offer |
| E. Responsiveness to the bid. | F. Duration of Firm Pricing. |
| G. Testing, samples (as required). | H. Manufacturing Origin. |
| I. References | J. Approvals/Certifications |
| K. Bid Discount | L. Shelf Life |

Award/Insurance:

After the selection of the successful contractor, the Purchasing Director shall request verification and submission of City of Grand Rapids schedule II insurance (see "Exhibit I") requirements. Bidders may contact the Risk Management Office at 456-3316 regarding questions about these requirements. **No work shall begin until a contract and/or purchase order is issued by the Purchasing Director.**

Contacts:

The City of Grand Rapids Purchasing Department is the sole point of contact with regards to all procurement and contractual matters relating to the commodities and/or services described herein. The Purchasing Department is the only office authorized to change, modify, amend, alter, clarify etc, the specifications, terms, and conditions of this bid and any contract awarded as a result of this request. The Purchasing Department shall remain the "sole point of contact" throughout the procurement process until such a time as the Purchasing Director shall direct otherwise in writing.

Project manager:

The project manager when hereinafter used shall refer to the administrator or designated representative responsible for each municipality/agency as defined herein and will be the contact person for the successful vendor for day-to-day operations. The project manager for the City of Grand Rapids shall be provided to the vendor upon award of the bid.

Orders/releases/purchase orders:

Orders for product for the City of Grand Rapids Lake Filtration Plant shall be placed as contained herein on an "as needed" basis under a term contract, with individual purchase orders per delivery generated in the City's Webprocure system. Other West Michigan Cooperative Purchase Agencies shall place orders as per their established procedures. Contractor shall be aware that orders may be frequent, throughout the year. No deliveries shall be filled until the purchase order is issued to the contractor for each individual order, unless it has been deemed an emergency situation. Failure to comply may result in non-payment of the invoice.

Vendors are required to provide City departments with MSDS for any and all products brought on to City property for any reason, at any time, prior to their use, throughout the life of the contract.

Packaging:

The packaging of all materials supplied under this contract shall comply with all rules and regulation, and meet all minimum requirements set forth in Code of Federal Regulation (CFR) Title 49, Parts 100-180 as of October 1, 1995, or latest version thereof. Proof of such compliance shall be available upon request of the City. Valves, threads, and packing shall be judged to be in good mechanical condition. Evidence of inadequate maintenance, leakage, damage, or corrosion, shall be grounds for rejection and/or cancellation of the balance of the contract. Product shall be delivered in rust free and painted one-ton cylinders.

Delivery:

All shipments shall be F.O.B. delivered, freight included, to the City of Grand Rapids department. F.O.B. terms other than "F.O.B. delivered shall not be accepted.

Deliveries shall be accepted between the hours of 8:00 AM and 2:00 PM only, Monday through Friday, no weekends or holidays, unless prior arrangements have been made with the project manager. Any delivery outside of this time frame shall be refused, at no additional cost to the City. While every attempt shall be made to consolidate shipments, the contractor shall be aware that delivery may be daily and to multiple locations throughout the City and the West Michigan Area. Deliveries shall be coordinated with the project manager to ensure personnel will be at any locations to accept delivery.

TERMS AND CONDITIONS CON'T

City of Grand Rapids delivery requirements:

For all deliveries to City Departments, a shipment notification sheet shall be checked before the driver enters through plant gates. The shipment notification sheet shall be faxed to the Lake plant by the vendor, and shall include, but not be limited to: the delivery date, driver's name, tractor number, trailer number, estimated time of arrival (allowable time window of +/- 30 minutes), evidence of tanker washout and NSF shipment, and photo identification of driver. Numbered seals may also be utilized on the opening of the trailers. The seal shall be placed on the opening once the product is loaded. The seal shall be intact, and the numbers on the seal shall match the numbers on the shipment notification sheet. A broken seal may indicate tampering, and shall be refused and replaced with new product at no additional cost to the City.

Evidence of tanker washout and NSF shipment shall be provided with each delivery.

Deliveries made on a wrong day or at a different time from the ETA (including outside of the allowable time window) may be refused at no additional cost to the City.

On any delivery refused by the City, the awarded vendor shall be required to immediately ship additional product meeting specifications set forth herein at no additional cost to the City.

All goods shall be individually labeled with corresponding bid part numbers on all shippers, invoices and on individual items/parts.

Special Delivery: City of Grand Haven

The vendor shall be aware the City of Grand Haven - Spring Lake Sewer Authority Wastewater Treatment Plant requires the vendor to deliver cylinders using a straight truck with a lift gate and the capacity to haul no more than (7) cylinders at a time. A tractor - trailer combination may be used if the trailer is no more than 25' and has a lift gate. Delivery shall be refused at no additional cost to the agency if the container safety hoods are not in place, or any defects are discovered with the lift gate.

Advance Notice of Delivery:

The City and using agencies reserve the right to require 24 hour advance notice of delivery as required. Notification of delivery shall be made (if this requirement is activated) to the designated project manager. Activation of this clause shall be made by the designated project manager.

Emergency Delivery:

The contractor shall deliver "emergency" (as determined by the project managers) releases within 24 hours of request. The contractor shall advise the requesting department of approximate charges and obtain the ordering department/agency approval, prior to filling the order, at the prices contained herein.

Cylinder deposit/Demurrage:

Cylinder deposits / demurrage of any kind shall not be allowed. No extra or additional charges shall be allowed or accepted over the life of the contract, no exceptions. Cylinders shall be exchanged on an even ("one-to-one") basis during deliveries, as designated by the project manager. Upon contract completion the vendor shall be notified to pick up empty cylinders.

Product Supply:

Contractor shall guarantee an adequate supply of all commodities/services bid that is ready and available for use upon confirmation of a purchase order for the City of Grand Rapids and using agencies use as specified herein, and at the prices bid, under all market conditions for the life of the contract. No product development of any type, shape, or form shall be allowed or accepted by the City over the life of the contract.

The successful bidder will be responsible at all times, for warranting that products provided under this contract shall comply with all Federal, State safety regulations at time of delivery to the City of Grand Rapids. The contractor shall become fully informed of and assure compliance with all regulations of MIOSHA, OSHA and EPA Requirements and regulations that are in effect at time of delivery.

Licenses, permits, certifications, fees:

Copies of any and all licenses and certifications shall be included with the bid response. The successful bidder shall be responsible for adherence to all local, City, state and federal rules, regulations and ordinances and shall be required to obtain and pay for all permits, licenses and fees pertaining to the work required herein throughout the life of the contract.

The contractor shall furnish to the City upon request copies of all current licenses and permits necessary/required to provide product and service under this agreement. Failure by the contractor to renew permits, licenses, etc or the loss of thereof, shall result in immediate cancellation of the contract.

TERMS AND CONDITIONS CONT

Invoicing:

All invoicing of goods and services related to the project shall be forwarded to the project manager and include but not be limited to the following:

- | | |
|-------------------------------|--------------------------|
| A. Agency/Department name | B. Purchase order number |
| C. Itemized charges breakdown | D. Dates of service |
| E. Grand total. | |

Vendor shall note: the successful contractor shall be aware that invoicing shall be accepted only from the contractor as listed on the bid form and subsequent term purchase order and only in the format as specified herein. Invoices not meeting this requirement shall be discarded. No consideration shall be made by the City on behalf of the contractor for any reason in these circumstances. In these circumstances corrected invoices resubmitted for payment shall not be considered after (90) ninety days.

Method of resolving dispute:

Should any inspection or review by the City of Grand Rapids project manager reveal that the contractor's work results in any non-acceptable condition:

- A. the City of Grand Rapids project manager at the time of the first circumstance shall call for a meeting with the contractor to eliminate any misunderstanding on the issues involved.
- B. If the condition should repeat itself a second time, the City of Grand Rapids project manager, in conjunction with the Purchasing Director/buyer, shall issue a written warning of possible contract termination should the condition continue.
- C. If the condition should repeat for a third time, the City of Grand Rapids project manager and the purchasing director shall call for another meeting with the contractor and a written notice of contract termination shall be issued by the Purchasing Department.

Contractor responsibilities:

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the premises due to contractor's use and occupancy thereof, the contractor, at its expense, shall be obligated to clean all the property affected thereby, to the satisfaction of City or co-op agency.

The successful contractor, at its own expense, shall comply with all applicable laws, regulations, rules, and orders including but not limited to Federal, State and local, regardless of when they become or became effective, and furnish satisfactory evidence of such compliance to the City or co-op agency upon request.

Laws, ordinances, and regulations:

- A. All work shall be in accordance with any and all City, State, County, and Federal rules, regulations and ordinances applicable to this project. The contractor and the contractor's employees shall comply at all times with all applicable laws, ordinances, rules and regulations including the City's standard construction specifications.
- B. The contractor shall continually remain fully informed as to, and comply with, any and all laws, ordinances, rules and regulations applicable to this project enacted after the date that this contract is entered into.

Safety, laws, and regulations:

The successful bidder will be responsible at all times, for protection of the work area and property related to and surrounding the project site. The contractor shall become fully informed of and comply with all regulations of MIOSHA, OSHA and EPA requirements and regulations for any and all materials and work habits that are in effect currently or come into effect at any time during the contract period.

Non-Reimbursable Charges:

Charges shall include all overhead expenses and incidentals which shall include, but not be limited to the following: fuel surcharges, travel time, vehicle costs and equipment charges, prior to reaching the work site. No additional costs shall be recognized.

Additions:

The City reserves the right to add new commodities, services, departments, or other governmental agencies as needed through the life of the contract upon approval of the Purchasing Director, at the pricing, terms, and conditions herein. Requests for additions may be by the project manager and all vendor price responses shall be in writing to the project manager. The item(s) may be included on this contract, only if prior approval has been granted by the Purchasing Department director/buyer. On any purchase for additional items that exceed \$2,500.00 per unit, the City reserves the right to obtain competitive pricing.

TERMS AND CONDITIONS CON'T

Reports:

The contractor shall be required to report the contract usage by City departments and other local units of government. Such usage shall be reported when requested by the buyer in the City of Grand Rapids Purchasing Department.

Management of service contracts:

The City's designated project manager shall be responsible for the day-to-day operation of the contract and contract performance monitoring. Departments are required to document any performance or problems with the contract to purchasing. Contractors are to note any and all contract problems to the Purchasing Department buyer. This process does not relieve departments or contractors of any other responsibility to Purchasing including annual expenditure amount and providing products/services not specifically itemized in the contract. Questions concerning any issues should be addressed to the Purchasing Department buyer (see modifications).

Modifications:

This contract shall not be modified, amended, extended, or augmented without prior approval of the Purchasing Director/buyer. City Commission approval may also be required. Changes of any nature reflecting a modification to this contract, or any increase or decrease in costs, shall not be permitted without a properly drafted change order submitted by the Purchasing Director or buyer. Failure to comply shall result in non-payment of the additions and cancellation of the contract.

Liability:

The City and its employees shall exercise ordinary care in protecting the property of the vendor on City property, but shall not be held liable for any damage to the vendor's property due to weather, floods, fire, elements, normal usage, or any other causes. Should any damage or defects in the vendor's property or equipment be observed by the City, notice will be summarily given as to the extent and nature of the damage or defect, and the responsibility for repair or replacement of the defective equipment shall rest solely with the vendor.

Independent Contractor:

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Grand Rapids. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Grand Rapids and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Grand Rapids, nor shall any such person be entitled to any benefits available or granted to employees of the City of Grand Rapids.

Terms and conditions of ensuing contract:

Any ensuing contract shall be governed by the City of Grand Rapids standard terms and conditions and any special terms and conditions of the City. No additional or supplemental terms and conditions submitted by the bidder as part of the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this bid and ensuing contract. If additional or supplemental terms and conditions either intentionally or inadvertently appear separately appear in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and any special conditions in this bid solicitation are the only conditions applicable to the bid and any ensuing contract and the bidders authorized signature affixed to the bid solicitation signature form attests to this. If you condition your bid on such additional terms and conditions, your bid shall be rejected as non-responsive.

Cancellation:

The City reserves the right to cancel this contract for any or no reason with thirty days written notice at no additional costs to the City.

Bid responses comply with all terms, conditions, and specifications contained herein: Yes No

If no, list exceptions below in detail:

BIDDER JCI Jones Chemicals, Inc.

TERMS AND CONDITIONS CONT

Litigation History

A. The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$20,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Proposer must provide the following: The name of the claim, arbitration, litigation or action, the amount at issue or the criminal charges alleged, and the status or final disposition of the case.

B. The Proposer must also provide details of any current or threatened legal actions in Michigan against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Proposer or its parent, or against such a government entity by the Proposer or its parent company or joint venture company(ies). For each action, the Proposer must provide the following: The name of the action and the court in which the action is pending, the action number and the amount at issue.

C. The Proposer shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the Internal Revenue Service, the United States Environmental Protection Agency, the Michigan Department of Environmental Quality or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.

D. The Proposer shall inform the City if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.

E. The Proposer must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years.

Check One:

Neither the undersigned firm, nor any of its officers or principals, has been a party to any litigation and/or judgments entered against it or them by any local, state or federal governmental entity, and has had no litigation and/or judgments entered against any such entity on its or their behalf during the past five (5) years.

OR

The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against it or one or more of its officers or principals by any local, state or federal governmental entity, by any state or federal court, during the past five (5) years.

JCI Jones Chemicals, Inc
COMPANY NAME

Donald Skidmore Jr.
NAME (PRINT OR TYPE)

Branch Manager
TITLE

Donald Skidmore Jr.
AUTHORIZED SIGNATURE

Failure to check the appropriate blocks above may result in disqualification of your response. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, that the City obtains after the fact, through any means, may result in disqualification of your response.

Grand Rapids Bid Ref #885-38-19

Litigation History

- A. None
- B. State of Michigan Department of Licensing and Regulatory Affairs
Michigan Occupation Safety and Health Administration
7150 Harris Drive
Lansing, MI 48909-8143
Inspection Number B2402-315385567
Appeal Docket: NOA 12-12093
Amount at issue: \$560.00
- C. None
- D. None
- E. None

TERMS AND CONDITIONS CONT

Conflict of Interest

By signing below, the Contractor represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Michigan (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- a. is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- b. is an employee, agent, advisor, or consultant to the Consultant or to the best of the Consultant's knowledge any subcontractor or supplier to the Consultant.

Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Consultant shall promptly bring such information to the attention of the City's Project Manager. Consultant shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Consultant receives from the Project Manager in regard to remedying the situation.

Conflict/Non-Conflict of Interest Statement: Check One

To the best of our knowledge, neither the undersigned firm, nor any of its officers or principals, has a potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, or one or more of its officers or principals, BY ATTACHMENT TO THIS FORM, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

JCI Jones Chemicals, Inc.
COMPANY NAME

Donald Skidmore Jr.
NAME (PRINT OR TYPE)

Branch Manager
TITLE


AUTHORIZED SIGNATURE

SPECIFICATIONS

Scope and Intent:

The City of Grand Rapids and the West Michigan Cooperative Purchase Agencies desire the purchase of liquid chlorine, for use in potable water. Product proposed shall comply in all regards with AWWA STD #B301-92 and ANSI/NSF STD 60 and 61 Drinking Water Grade, or most recent standards thereof, and shall be delivered in one-ton cylinders. Evidence that delivered product is certified shall be provided with each shipment.

The intent of this bid is to purchase liquid chlorine for use in potable water for the City of Grand Rapids and the West Michigan Cooperative Purchase Agencies that is ready and available for use upon confirmation of a purchase order. No product development of any type, shape, or form shall be allowed or accepted by the City over the life of the contract. Certification and MSDS sheets shall accompany each delivery. Bidder shall bid on a liquid ton basis of 2.3% strength H₂SiF₆.

The City reserves the right to select the product and chemical formulation that is deemed in the City's best interest in maintaining current compliance and service result requirements. The City reserves the right to change products at any time to enhance results at no additional costs, as it deems in its own best interests.

Production:

Where carbon tetrachloride is used for tail gas scrubbing and/or as a nitrogen trichloride diluent, the supplier shall so state and shall provide evidence that carbon tetrachloride does not exceed limits. This information shall be provided with the bid response.

Testing:

Whichever product is selected may be required to go through an extensive, on line, testing process to determine the effectiveness in the City of Grand Rapids drinking water distribution supply system. Testing shall be performed in cooperation with the City, DEQ, EPA and the awarded vendor.

Quantities:

Estimated annual quantities, City of Grand Rapids and West Michigan Cooperative Purchase Agencies:

Bid Item #1:	Delivery Quantity	Agency
250 Tons	12 Cylinders	City of Grand Rapids, Lake Filtration Plant
20 Tons	3 Cylinders	City of Grand Haven, Wastewater Treatment Plant
150 Tons	12 Cylinders	City of Wyoming, Filtration Plant
150 Tons	9 Cylinders	City of Wyoming, Clean Water Plant

Quantities herein shall be for cost analysis only and are not a guarantee of minimum or maximum quantities to be purchased by the City or Cooperative Purchase Agencies. As the lead cooperative agency, the City of Grand Rapids reserves the right to add other municipalities and/or local agencies to the contract at any time during the life of the contract, at the terms, conditions, specifications, and pricing of the contract.

Packaging:

The packaging of all materials supplied under this contract shall comply with all rules and regulation, and meet all minimum requirements set forth in Code of Federal Regulation (CFR) Title 49, Parts 100-180 as of October 1, 1995, or latest version thereof. Proof of such compliance shall be available upon request of the City. Valves, threads, and packing shall be judged to be in good mechanical condition. Evidence of inadequate maintenance, leakage, damage, or corrosion, shall be grounds for rejection and/or cancellation of the balance of the contract. Product shall be delivered in rust free and painted one-ton cylinders.



September 6, 2012

CO Grand Rapids
Attn: Purchasing Department
300 Monroe NW
Grand Rapids, Michigan 49503

Dear Sir/Madam:

AFFIDAVIT OF COMPLIANCE

CHLORINE

JCI Jones Chemicals, Inc. hereby guarantees that the chlorine comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Liquefied Chlorine, AWWA B301-10.

We believe the above certification holds true until such a time as the AWWA Standard for Liquefied Chlorine is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours,

JCI JONES CHEMICALS, INC.

Donald Skidmore Jr.

Donald Skidmore Jr.
Branch Manager

BID AWARD & CONTRACT

Bidders should sign this form at the time the Bid is submitted. If the contract is awarded to the bidder, the City will execute the contract after City Commission approval.

By signing this BID AWARD & CONTRACT, the bidder agrees to be bound by its content.

THIS CONTRACT is entered into on September 25, 2012. The contract includes:

The bid solicitation documents, the bidder's bid response documents, any required insurance or bond forms, the Equal Opportunity and/or Affirmative Action provisions required by City Policy whether attached or not and all other provisions required by law, City Charter, ordinance or City Policy whether attached or not.

By executing this CONTRACT, the parties agree to be bound by its terms and by the documents referred to which are incorporated herein by reference.

The City of Grand Rapids, a
Michigan Municipal Corporation

By: _____
George K. Heartwell, Mayor

Attested: Lauri S. Parks
Lauri S. Parks, City Clerk

Witnessed: _____

BIDDER/CONTRACTOR

JCI Jones Chemicals, Inc
COMPANY NAME

Donald Skidmore Jr.
NAME (PRINT OR TYPE)

Branch Manager
TITLE

Donald Skidmore Jr.
AUTHORIZED SIGNATURE

**AFFIX
Mayor's Signature**

PA
Dept. of Law

Pamela Nowaske

Witnessed Pamela Nowaske

PAMELA NOWASKE
Notary Public, Wayne County, MI
My Commission Expires Mar. 3, 2015



DRINKING WATER
TREATMENT ADDITIVES
ANSI/NSF 60
8N76

Maximum Use Level:

Chlorine: 30 mg/l

Manufactured by: JCI JONES CHEMICALS, INC.
18000 Payne Avenue, Riverview, MI 48182

Certificate of Compliance

Certificate Number 20071221-MH18026
Report Reference 05 January 1995
Issue Date 2007 December 21

Page 1 of 2



**Underwriters
Laboratories Inc.**

Issued to: JCI Jones Chemicals Inc
1819 Main Street
Suite 1100
Sarasota FL 34236

*This is to certify that
representative samples of* Sunny Sol (r) Chlorine
Maximum Use Level 30 mg/L

*Have been investigated by Underwriters Laboratories Inc.® in
accordance with the Standard(s) indicated on this Certificate.*

Standard(s) for Safety: ANSI/NSF Standard 60 - Drinking Water Treatment Chemicals

Additional Information: See addendum for factory locations

Only those products bearing the UL Classification Mark should be considered as being covered by UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle symbol:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and, the product category name (product identity) as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product

Issued by:

Nancy Batey, Project Handler

Underwriters Laboratories Inc.

Reviewed by:

Douglas Frederick, Senior Project Chemist

Underwriters Laboratories Inc.

Any information and documentation involving UL Mark services are provided on behalf of Underwriters Laboratories Inc. (UL) or any authorized licensee of UL.
For questions in the United States of America you may call 1-877-UL-HELPS.

Certificate of Compliance

Certificate Number 20071221-MH18026
Report Reference 05 January 1995
Issue Date 2007 December 21

Page 2 of 2



This is to verify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

Factory Locations:

Barberton, OH
Beech Grove, IN
Caledonia, NY
Charlotte, NC
Jacksonville, FL
Merrimack, NH
Milford, VA
Riverview, MI
Tacoma, WA
Torrence, CA
Warwick, NY

Issued by:

Nancy Bates, Project Handler

Underwriters Laboratories Inc.

Reviewed by:

Douglas Frederick, Senior Project Chemist

Underwriters Laboratories Inc.

Any information and documents furnished by UL are provided on behalf of Underwriters Laboratories Inc. (UL) or any authorized licensee of UL. For questions in The United States of America you may call 1.877.UL.HELP.

Material Safety Data Sheet



Date of issue 21 June 2010
Version 4

1. Product and company identification

Product name : Chlorine
Code : 0119
Supplier : PPG Industries, Inc.
One PPG Place
Pittsburgh, PA 15272
Emergency telephone number : (412) 434-4515 (U.S.)
(514) 645-1320 (Canada)
01-800-00-21-400 (Mexico)
Technical Phone Number : 1-800-243-6774 (C/A) 8am-5pm Eastern time

2. Hazards identification

Emergency overview : DANGER!
OXIDIZER. CAUSES RESPIRATORY TRACT, EYE AND SKIN BURNS. MAY BE FATAL IF INHALED OR SWALLOWED. CONTAINS MATERIAL THAT CAN CAUSE TARGET ORGAN DAMAGE.
Personnel near or handling chlorine should at all times, carry a NIOSH approved chemical cartridge type escape respirator and be trained in its use. Do not breathe gas. Do not get in eyes or on skin or clothing. Use only with adequate ventilation. Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective occupational exposure limits. Do not puncture or incinerate container. Keep container tightly closed and sealed until ready for use. Wash thoroughly after handling.

Potential acute health effects

Inhalation : May be fatal if inhaled. Corrosive to the respiratory system.
Ingestion : (gas) This route of exposure is not applicable.
(liquid) May be fatal if swallowed. May cause burns to mouth, throat and stomach. Ingestion of liquid can cause burns similar to frostbite. Corrosive to the digestive tract.
Skin : Corrosive to the skin. Causes burns. Dermal contact with a rapidly evaporating liquid could result in freezing of the tissues or frostbite.
Eyes : Corrosive to eyes. Causes burns. Liquid can cause burns similar to frostbite.

Over-exposure signs/symptoms

Inhalation : Adverse symptoms may include the following:
respiratory tract irritation
coughing
shortness of breath/breathing difficulty
pulmonary edema
nausea or vomiting
Ingestion : Adverse symptoms may include the following:
(gas) This route of exposure is not applicable.
(liquid) Causes severe burns.
stomach pains
Skin : Adverse symptoms may include the following:
pain or irritation
redness
blistering may occur

Product code 0119

Date of issue 21 June 2010

Version 4

Product name Chlorine

2. Hazards identification

- Eyes : Adverse symptoms may include the following:
pain
watering
redness
- Medical conditions aggravated by over-exposure : Pre-existing disorders involving any target organs mentioned in this MSDS as being at risk may be aggravated by over-exposure to this product.

This Material Safety Data Sheet has been prepared in accordance with Canada's Workplace Hazardous Materials Information System (WHMIS) and the OSHA Hazard Communication Standard (29 CFR 1910.1200).

See toxicological information (section 11)

3. Composition/information on ingredients

Name	CAS number	%
chlorine	7782-50-5	99.9

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

4. First aid measures

If ingestion, irritation, any type of overexposure or symptoms of overexposure occur during or persists after use of this product, contact a POISON CONTROL CENTER, EMERGENCY ROOM OR PHYSICIAN immediately; have Material Safety Data Sheet Information available. Never give anything by mouth to an unconscious or convulsing person.

- Eye contact : Check for and remove any contact lenses. Immediately flush eyes with running water for at least 15 minutes, keeping eyelids open.
- Skin contact : Remove contaminated clothing and shoes. Wash skin thoroughly with soap and water or use recognized skin cleanser. Do NOT use solvents or thinners.
- Inhalation : Immediately remove the exposed person upwind from contaminated area. Contact a poison control center, emergency room or physician as soon as possible as further treatment will be necessary. If breathing has stopped, give artificial respiration. If breathing is difficult, give oxygen if equipment and trained personnel are available. If exposed person is breathing, place in a comfortable position. Keep exposed person warm and at rest until medical assistance becomes available. Effects may be delayed. Rest is recommended after exposure.
- Ingestion : This route of exposure is not applicable.
- Notes to physician : Excellent warning properties force rapid escape from chlorine gas. Exposure to high concentrations for a short time can result in acute respiratory failure with later complications being tracheobronchopneumonitis and pulmonary edema. A person with a severe inhalation exposure should be hospitalized and treated as a respiratory emergency. Any chlorine exposure in an individual with compromised pulmonary function (COPD) should be regarded as a severe inhalation and as a respiratory emergency.

5. Fire-fighting measures

Flammability of the product : Contains gas under pressure. In a fire or if heated, a pressure increase will occur and the container may burst or explode.

Extinguishing media

- Suitable : Use an extinguishing agent suitable for the surrounding fire.
- Not suitable : None known.

5. Fire-fighting measures

- Special exposure hazards** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Chlorine containers should be immediately removed from the vicinity of a fire. If they cannot be removed, notify firefighters and spray water to cool containers. Do not spray water on leaking containers. Chlorine will support combustion. It reacts readily with hydrocarbons, alcohols, ethers, and some metals, possibly with explosive violence. It will react with (burn) steel containers at temperatures above 450°F (232°C). Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.
- Hazardous combustion products** : Decomposition products may include the following materials:
halogenated compounds
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

6. Accidental release measures

- Personal precautions** : Immediately evacuate all personnel by first moving at right angles to the wind direction until clear of the exposure area. Only trained personnel wearing NIOSH approved, self-contained breathing apparatus or full facepiece airline respirators with auxiliary SCBA's operated in the pressure/demand mode should be permitted to enter area. Never put water on a chlorine leak. To locate leak use commercial ammonia water (26 beY) in a squeeze bottle or a cloth tied to a stick and dipped in ammonia water. When ammonia water is held near (but not on) a chlorine leak or is sprayed into the air near a chlorine leak, a white fog of ammonia chloride forms. Care should be taken to avoid spraying ammonia water on copper fittings. Personnel wearing full facepiece, self-contained breathing apparatus should position themselves up-wind so escaping chlorine moves away from them. For leaks in cylinders and ton containers, rotate cylinder so gas escapes instead of liquid. If possible, remove to an isolated spot. Emergency capping kits for cylinders, ton containers, tank cars, and tank trucks include step-by-step instructions and tools. Do not breathe gas.
- Environmental precautions** : Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities.
- Large spill** : Immediately contact emergency personnel. Only trained personnel wearing NIOSH approved, self-contained breathing apparatus or full facepiece airline respirators with auxiliary SCBA's operated in the pressure/demand mode should be permitted to enter area.
- Small spill** : Immediately contact emergency personnel. Only trained personnel wearing NIOSH approved, self-contained breathing apparatus or full facepiece airline respirators with auxiliary SCBA's operated in the pressure/demand mode should be permitted to enter area.

7. Handling and storage

- Handling** : Put on appropriate personal protective equipment (see section 8). Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Do not breathe gas. Do not get in eyes or on skin or clothing. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. High pressure gas. Empty containers retain product residue and can be hazardous. Do not puncture or incinerate container. Never, place a leaking container in water or spray leaking container with water. Never tamper with fusible plugs or safety devices on containers; never manifold containers from liquid valves. Make sure piping is dry and free of contamination of any type before admitting chlorine. Use only dry, oil-free air (-40°F dew point minimum) or oil-free nitrogen for purging, testing for leaks, or padding. Toxic to aquatic life. Keep out of waterways. PPG

7. Handling and storage

ships chlorine in bulk tank cars, tank trucks, barges and by pipeline.

Storage : Store in accordance with local regulations. Store in well-maintained, fireproof area away from other containers. Store away from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see section 10). Keep away from heat and moisture. Heating could melt plugs on cylinders and ton tanks and cause safety valves on tank cars to vent, causing leaks. Moisture (more than 150 ppm or water) and chlorine can form hydrochloric and hypochlorous acids, which are corrosive. Keep container tightly closed and sealed until ready for use.

8. Exposure controls/personal protection

Name	Result	ACGIH	OSHA	Ontario	Mexico	PPG
chlorine	TWA	0.5 ppm	Not established	0.5 ppm	1 ppm	Not established
	STEL	1 ppm	1 ppm C	1 ppm	3 ppm	Not established

Key to abbreviations

A	= Acceptable Maximum Peak	S	= Potential skin absorption
ACGIH	= American Conference of Governmental Industrial Hygienists.	SR	= Respiratory sensitization
C	= Ceiling Limit	SS	= Skin sensitization
F	= Fume	TD	= Total dust
PEL	= Internal Permissible Exposure Limit	TLV	= Threshold Limit Value
OSHA	= Occupational Safety and Health Administration.	TWA	= Time Weighted Average
R	= Respirable	Z	= OSHA 29CFR 1910.1200 Subpart Z - Toxic and Hazardous Substances

Consult local authorities for acceptable exposure limits.

Recommended monitoring procedures : If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment.

Engineering measures : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Personal protection

Eyes : Chemical splash goggles and face shield.

Hands : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. If contact with the liquid is possible, insulated gloves suitable for low temperatures should be worn.

Gloves : butyl rubber, neoprene

Respiratory : If workers are exposed to concentrations above the exposure limit, they must use appropriate, certified respirators. Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. Use NIOSH approved acid gas cartridge or canister respirator for routine work purposes when concentrations are above the permissible exposure limits. Personnel near or handling chlorine should at all times, carry a NIOSH approved chemical cartridge type escape respirator and be trained in its use.

Product code 0119

Date of issue 21 June 2010

Version 4

Product name Chlorine

8. Exposure controls/personal protection

- Skin** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

9. Physical and chemical properties

- Physical state** : Gas under ambient conditions or liquid under pressure
- Flash point** : Closed cup: Not applicable.
- Color** : (gas) Yellowish. to Green. (liquid) Amber.
- Odor** : Pungent.
- Molecular weight** : 70.9
- Molecular formula** : Cl₂
- pH** : Acidic.
- Boiling/condensation point** : -34°C (-29.2°F)
- Melting/freezing point** : -101°C (-149.8°F)
- Specific gravity** : 1.47
- Density (lbs / gal)** : 12.27
- Vapor pressure** : 866.1 kPa (4996 mm Hg)
- Vapor density** : 2.67 [Air = 1]
- Volatility** : 100% (v/v), 100% (w/w)
- Odor threshold** : Not available.
- Evaporation rate** : Not available.
- Octanol/water partition coefficient** : Not available.
- % Solid. (w/w)** : 0

10. Stability and reactivity

- Stability** : Stable under recommended storage and handling conditions (see section 7).
- Conditions to avoid** : Heating may cause a fire or explosion.
- Materials to avoid** : Reactive or incompatible with the following materials:
Organic Materials: Hydrocarbon., alcohols, Ether., amines, water
Ammonia.
Hydrogen source.
- Hazardous decomposition products** : Moisture (more than 150 ppm or water) and chlorine can form hydrochloric and hypochlorous acids, which are corrosive.
- Hazardous polymerization** : Under normal conditions of storage and use, hazardous polymerization will not occur.

11. Toxicological information

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
chlorine	LC50 Inhalation	Rat	147 ppm	4 hours
	Gas.			
	LC50 Inhalation	Rat	293 ppm	1 hours

Conclusion/Summary : Toxic to humans or animal life.

United States - Canada - Mexico

Page: 5/8



11. Toxicological information

Chronic toxicity

Conclusion/Summary : Repeated exposures can result in a loss of ability to detect the odor of chlorine.

Long-term exposures may cause damage to teeth and inflammation or ulceration of the nasal passages.

A study was conducted on diaphragm cell workers at 25 plants manufacturing chlorine in North America where exposures ranged from 0.006 ppm to 1.42 ppm with a mean of 0.146 ppm. The study found that these chlorine workers were not affected in any measurable way by years of exposure to low levels of chlorine. There was no higher incidence of abnormal chest x-rays, abnormal EKG's or pulmonary function among these workers.

Target organs : Contains material which causes damage to the following organs: brain, central nervous system (CNS).

Contains material which may cause damage to the following organs: lungs, upper respiratory tract, skin, eyes.

Carcinogenicity

Carcinogenicity : No known significant effects or critical hazards.

Classification

Product/ingredient name	ACGIH	IARC	EPA	NIOSH	NTP	OSHA
chlorine	A4	-	-	-	-	-

Mutagenicity

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity

Teratogenicity : No known significant effects or critical hazards.

Reproductive toxicity

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

12. Ecological information

Environmental effects : Water polluting material. May be harmful to the environment if released in large quantities.

Aquatic ecotoxicity

Product/ingredient name	Result	Species	Exposure
chlorine	Acute LC50 14 ug/L. Fresh water	Fish - Rainbow trout, donaldson trout - Oncorhynchus mykiss	96 hours
	Acute LC50 37 ug/L. Marine water	Fish - Atlantic silverside - Menidia menidia	96 hours
	Acute LC50 85 ug/L. Fresh water	Daphnia - Water flea - Daphnia magna	48 hours

13 . Disposal considerations

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Do not puncture or incinerate container.

Disposal should be in accordance with applicable regional, national and local laws and regulations.
 Refer to Section 7: HANDLING AND STORAGE and Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION for additional handling information and protection of employees. Section 6. Accidental release measures

14 . Transport information

Regulation	UN number	Proper shipping name	Classes	PG*	Additional information
UN	1017	Chlorine	2.3 (8, 5.1)	-	-
IMDG	1017	Chlorine.	2.3 (8, 5.1)	-	Marine pollutant
DOT	1017	Chlorine	2.3 (8, 5.1)	-	Marine pollutant Poison Inhalation hazard zone B

PG* : Packing group
 Reportable quantity RQ : CERCLA: Hazardous substances.: chlorine: 10 lbs. (4.54 kg);

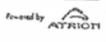
15 . Regulatory information

- United States inventory (TSCA 8b) : All components are listed or exempted.
- Australia inventory (AICS) : All components are listed or exempted.
- Canada inventory (DSL) : All components are listed or exempted.
- China inventory (IECSC) : All components are listed or exempted.
- Europe inventory (REACH) : Please contact your supplier for information on the inventory status of this material.
- Japan inventory (ENCS) : All components are listed or exempted.
- Korea inventory (KECI) : All components are listed or exempted.
- New Zealand (NZIoC) : All components are listed or exempted.
- Philippines inventory (PICCS) : All components are listed or exempted.

United States
 U.S. Federal regulations : TSCA 12(b) annual export notification: No products were found.
 TSCA 12(b) one-time export: No products were found.
 SARA 302/304/311/312 extremely hazardous substances: chlorine
 SARA 302/304 emergency planning and notification: chlorine
 SARA 302/304/311/312 hazardous chemicals: chlorine
 SARA 311/312 MSDS distribution - chemical inventory - hazard identification:
 chlorine: Fire hazard, Sudden release of pressure, immediate (acute) health hazard
 CERCLA: Hazardous substances.: chlorine: 10 lbs. (4.54 kg);

SARA 313 Form R - Reporting requirements	Product name	CAS number	Concentration
: chlorine	chlorine	7782-50-5	99.9

Canada
 WHMIS (Canada) : Class A: Compressed gas.
 Class C: Oxidizing material.
 Class D-1A: Material causing immediate and serious toxic effects (Very toxic).
 Class D-1B: Material causing immediate and serious toxic effects (Toxic).
 Class D-2B: Material causing other toxic effects (Toxic).
 Class E: Corrosive gas.



Product code 0119 Date of issue 21 June 2010 Version 4
Product name Chlorine

15. Regulatory information

Classification
Flammability : 0 Health : 3 Reactivity : 0

16. Other information

Hazardous Material Information System (U.S.A.)
Health : 3 Flammability : 0 Physical hazards : 0
(*) - Chronic effects

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings are not required on MSDSs under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

The customer is responsible for determining the PPE code for this material.

National Fire Protection Association (U.S.A.)

Health : 3 Flammability : 0 Instability : 0

Other special considerations : NSF Drinking Water Treatment Chemicals Listing - PPG chlorine is certified for maximum use at 30 mg/l under NSF/ANSI Standard 60.

Date of previous issue : 6/21/2010.

Organization that prepared the MSDS : EHS

Indicates information that has changed from previously issued version.

Disclaimer

The information contained in this data sheet is based on present scientific and technical knowledge. The purpose of this information is to draw attention to the health and safety aspects concerning the products supplied by PPG, and to recommend precautionary measures for the storage and handling of the products. No warranty or guarantee is given in respect of the properties of the products. No liability can be accepted for any failure to observe the precautionary measures described in this data sheet or for any misuse of the products.



Contract Summary
City Of Grand Rapids

General Information

Contract Number BP885-38-19
Issue Date October 10, 2012
Organization City Of Grand Rapids
Status Active
Title Liquid Chlorine, 1-Ton Cylinders
Description One-year term contract with one, one-year renewal options for the purchase and delivery of liquid chlorine, delivered in 1-ton cylinders, as per the attached document. This cooperative contract and associated unit pricing is available for use by West Michigan Cooperative Purchasing Agencies, and other agencies that may desire to utilize the contract.
 *
 Amount expended by all authorized City Departments shall not exceed \$76,800.00. Unit Pricing: Year 1 - \$400.00/ton
 Year
 2 - \$400.00/ton
 Year
 3 - \$400.00/ton Goods/Services shall be on an "as needed" basis as ordered by the City of Grand Rapids Lake Michigan Filtration Plant. Release of goods/services shall be placed by the City Project Manager - Doug Gay @ (616) 456-3942. Contractor shall only supply goods/services detailed in this contract. Changes shall only be allowed when a change order amendment is executed by the Purchasing Department. Goods and/or services provided without authorization shall be at the contractors own risk.
 *
 Expiring: 10/10/2013 Bid Reference #885-38-19
 City Commission Approved: 09/25/2012 File #81810
 Buyer: TW

Contract Administrator Anthony Wojciakowski
Email Address awojciak@grcity.us
Request Number
Solicitation Number 885-38-19
Enable Contract as Round Trip No
PO Dispatch Contractor

Commodity

Code	Description
88538	Chlorine, Liquefied

Contractor

Name JCI JONES CHEMICALS INC
FEIN 16-0809645
DUNS Number
Contact Name Pam Nowaske
Phone 7342830677
Email pnowaske@jcichem.com

Distributors

JCI JONES CHEMICALS INC

Pricing Information

Contract Type Contract Authority
Pricing Type Fixed Price with Unit Cost
Total Value Not to Exceed
Condition
Total Value(\$) 76800.00
Retainage(%) 0
Cumulative 0.00
Expended Value(\$)
Value to Go(%) 100.00
Payment Terms Net 30 Days
Payment Notes Vendors shall be aware that invoicing shall be accepted only from the contractor as listed on the bid form and subsequent purchase order. Invoices not meeting this requirement shall be discarded.
Delivery Terms Free On Board Destination
Delivery Notes All shipments shall be F.O.B. delivered, freight included, to the City of Grand Rapids department. F.O.B. terms other than F.O.B. delivered shall not be accepted.

Other Notes

Contract Period

Award Date September 25, 2012
Effective Date October 10, 2012
Expiration Date October 09, 2013

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
General Terms and Conditions.pdf	October 10, 2012
JCI Jones Chemical Contract.pdf	October 10, 2012

Authorization

Water-Filtration (4342)

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR A MOTORIZED LAWN CARE
SPREADER/SPRAYER AND AUTHORIZE THE PURCHASE OF TWO DUMP/PLOW
TRUCK CAB & CHASSIS AND ONE FRONT END LOADER

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a bid for a motorized lawn care spreader/sprayer from John Deere Landscapes in the total amount of \$10,505.00.
2. It is also recommended the City Council authorize the purchase of two dump truck cab & chassis' from Freightliner of Grand Rapids in the total amount of \$168,906.00 using the City of Alma, Michigan bid pricing.
3. It is further recommend the City Council authorize the purchase of one front end loader from Michigan CAT of Grand Rapids in the total amount of \$231,956.61 using the State of Michigan MiDEAL extended purchasing program.
4. Funds for the purchase are available in the Motor Pool Public Works Capital Outlay Depreciation and Reserve/Capital Outlay Vehicles account number 662-441-58500-985000 and the Motor Pool Public Works Capital Outlay Depreciation and Reserve/Capital Outlay Equipment account number 662-441-58500-987000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for a motorized lawn care spreader/sprayer from John Deere Landscapes in the total amount of \$10,505.00.
2. The City Council does hereby authorize the purchase of two dump/plow truck cab & chassis' from Freightliner of Grand Rapids in the total amount of \$168,906.00.
3. The City Council does hereby authorize the purchase of one front end loader from Michigan CAT of Grand Rapids in the total amount of \$231,956.61.
4. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

ATTACHMENT:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: October 8, 2015

SUBJECT: Purchase of a Motorized Lawn Care Spreader/Sprayer,
Two Dump/Plow Truck Cab & Chassis and a Front End Loader

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: October 19, 2015

RECOMMENDATION:

It is recommended the City Council award the bid for a motorized lawn care spreader/sprayer to John Deere Landscapes in the amount of \$10,505.00.

It is also recommended the City Council authorize the purchase of two dump/plow truck cab and chassis from Freightliner of Grand Rapids in the amount of \$168,906.00 using the City of Alma, Michigan bid pricing and the purchase of a front end loader from Michigan CAT of Grand Rapids in the amount of \$231,956.61 using the State of Michigan MiDEAL contract pricing.

SUSTAINABILITY CRITERIA:

Environmental Quality -The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public health and welfare. Through careful research, the equipment selected meets the latest emission standards.

Social Equity - This equipment is used to maintain various infrastructure and facilities within our community without regard to income level or socio economic status. All of the City's residents enjoy equal access to the benefits of the Public Works and Parks Departments.

Economic Strength - The proposed equipment purchase provides staff with higher quality equipment and better warranty programs, reducing equipment maintenance costs and down time. This equipment will allow staff to maintain City infrastructure in an effective and efficient manner.

DISCUSSION:

On September 15, 2015 the City Clerk received two bids for a motorized lawn care spreader/sprayer; twenty-nine bid requests were sent out. We recommend the purchase be awarded to John Deere Landscapes as it was the only bid that met bid specifications in the amount of \$10,505.00. The other equipment bid had a smaller engine and less hopper and liquid capacity.

The City uses a wide variety of equipment to maintain the city's infrastructure. As our current fleet ages and is at the end of its life cycle, we will replace equipment to improve work force efficiency and reduce equipment repair and maintenance costs. Whenever possible, Fleet Services utilizes cooperative purchasing agreements or other community's bids to save time and expense.

We recommend the replacement of two dump truck chassis, which have reached the end of their life cycle, be awarded to Freightliner of Grand Rapids in the amount of \$168,906.00, using the City of Alma, Michigan bid. The plows, dump boxes and salt spreaders for these chassis will be awarded at a later date.

We recommend the current front end loader, which is at the end of its useful life cycle and is experiencing high maintenance costs, be replaced with a CAT front end loader from Michigan CAT of Grand Rapids for the amount of \$231,956.61. This includes a trade-in value of \$47,500.00 and a guaranteed five year buyback of \$175,000.00. Pricing is based on Michigan MiDEAL extended purchase plan contract number 071B130092.

BUDGET IMPACT:

Sufficient funds exist in the amounts of \$400,862.61 in the Motor Pool Public Works Capital Outlay Deprecation and Reserve/Capital Outlay Vehicles account number 662-441-58500-985.000 and \$10,505.00 in the Motor Pool Public Works Capital Outlay Deprecation and Reserve/Capital Outlay Equipment account number 662-441-58500-987.000.



RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Lamps & Ballasts	Graybar Electric & Voss Electric dba Voss Lighting	Percentage discount as shown on the attached tabulation sheet

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 19, 2015.

ATTACHMENTS:
Staff Report
Tab Sheet

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 13, 2015
Subject: Lamps & Ballasts
From: Kim Oostindie, Director of Human Resources
Meeting Date: October 19, 2015

RECOMMENDATION:

It is recommended the City Council award the bid for lamps and ballasts to Graybar Electric and Voss Electric d/b/a Voss Lighting in the discounted amounts as shown on the attached tabulation sheet.

SUSTAINABILITY CRITERIA:

Environmental Quality – As part of our efforts to continue to make a positive impact on the environment, the City of Wyoming provides a household hazardous waste program located at the Clean Water Plant. The program provides recycling of lamps and ballasts keeping the waste away from the landfills.

Social Equity – Does not significantly impact this criterion.

Economic Strength –Maximizing the energy efficiency of the City's facilities is the most cost-effective and environmentally friendly way to extend energy supplies and manage energy use.

DISCUSSION:

On September 13, 2015, two bids were received in our invitation to bid on lamps and ballasts, ninety-eight invitations to bid were sent to prospective bidders.

The bid specifications requested all bidders to submit a percentage discount various types of lamps and ballasts as they appear in the manufacturer's current standard public catalog or price list.

Lamps and ballasts are purchased on an as needed basis for the City buildings and parks facilities. As each location uses different products to meet their lighting fixture requirements it is recommended to award the bid to both bids received; Graybar Electric and Voss Electric dba Voss Lighting.

Budget Impact:

Lamps and Ballasts are purchased as needed throughout the year and funds are budgeted in the various departmental accounts. The estimated expenditure during the coming year is expected to total approximately \$35,000.00.

Attachment:
Tabulation Sheet

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

LAMPS AND BALLASTS

Opened By City Clerk On October 13,2015 At 11:00 a.m. o'clock

All bid prices are firm for one year from date of award of bid. All bid prices are quoted delivered F.O.B. to any building operated by the City of Wyoming including the Water Treatment Plant located in Holland, Michigan. There shall be no minimum quality.

Bidder: Manufacturer:	Graybar Electric		Voss Electric d/b/a Voss Lighting	
	General Electric	Other	Philips	Other
2D Fluorescent	75.0%		42.0%	
Ballasts and Transformers	70.0%			80.0% (Advance Electronic Fluorescent)
Black Light	70.0%		84.5%	
Circline Fluorescent	72.0%		84.5%	
Compact Fluorescent (All)	75.0%		58.0%	
CFL Dimmable	75.0%		82.0%	
CFL Floods/Spots	75.0%		82.0%	
CFL Plug-In	75.0%		89.0%	
CFL Screw-In	75.0%		90.0%	
Decorative (All)	75.0%		87.4%	
Emergency Lighting (All)	75.0%			
Exit Sign Light Bulbs	75.0%		87.4%	
Fluorescent T5	75.0%		72.0%	
Fluorescent T8	75.0%		86.0%	
Fluorescent T12	75.0%		84.5%	
Full Spectrum	75.0%		84.5%	
Halogen (All)	75.0%		87.4%	
High Pressure Sodium	75.0%		87.4%	
HPS Ballasts	70.0%			80.0% (Advance)
High Voltage Incandescent	68.0%		87.4%	
Incandescent Light bulbs	75.0%		87.4%	
LED Lighting	70.0%		17.0%	
Lenses and Tube guards		20.0% (McGill)		15.0% (Louvers)
Low/Odd Voltage	60.0%		87.4%	
Low Pressure Sodium	60.0%		80.0%	
Mercury Vapor Lamps	75.0%		87.4%	
Metal Halide Ballasts	70.0%			80.0% (Advance)
Metal Halide Lamps	75.0%		87.4%	
Miniature Lamps	70.0%			50.0% (Eiko)
Neodymium Light Bulbs	50.0%		58.0%	
Reflector Floods/Spots	75.0%		87.4%	
Safety-Coated Light Bulbs*	75.0%		87.4% (Inca (non excluded))	
Sensors and Controls		40.0% (Leviton)		40.0% (Leviton)
Sockets and Lamp Holders		40.0% (Leviton)		40.0% (Leviton)
Socket Extenders/Reducers		40.0% (Leviton)		40.0% (Leviton)
Starters		40.0% (Leviton)		80.0% (Advance)
U-Shape Fluorescent	75.0%		84.5%	
Vossco Light Bulbs				
Other				80.0% (Advance)
Ballasts - Magnetic Fluorescent				60.0% (Advance)
Ballasts - Sign				60.0% (Advance)
Ballasts - Electronic HID				
Circline (excluded)			75.0%	
CFL- Plug In (excluded)			80.0%	
Incandescent Lamps (excluded)			58.0%	
Metal Halide Lamps (excluded)			82.0%	
Reflector Floods & Spots (excluded)			58.0%	
Safety Coated Light Bulbs - incandescent (excluded)			58.0%	
U-shape Fluorescent (excluded)			81.0%	
Consumers CFL			58.0%	
CFL Plugin PL-T (triple)			86.0%	
CFL Plugin PL-C (cluster)			86.0%	
T-8 Single Pin Instant Start			75.0%	
T-8 HO			75.0%	
Halogen Par's (excluded)			70.0%	
Halogen (excluded)			70.0%	
Evo Kits			50.0%	