

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 18, 2016, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Elder Dean DeHoog, Newhall Christian Fellowship
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of July 5, 2016
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider Use of the 2016 Edward Byrne Memorial Justice Grant Funds
for Program Activities
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Kent County Zoo and Museum Millage
 2. Department of Public Safety
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 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 Councilmember, that member may request removal from the Consent Agenda.)

 - a) Of Appreciation to Laura Arends for Her Service as a Member of the Community Enrichment Commission of the City of Wyoming
 - b) Of Appreciation to Sonya McGlaun for Her Service as a Member of the Community Development Committee for the City of Wyoming
 - c) Of Appreciation to Adrian Lamar for His Service as a Member of the Parks and Recreation Commission for the City of Wyoming
 - d) To Reappoint Members to the Construction Board of Appeals and Housing Commission for the City of Wyoming
 - e) To Confirm the Appointment of Katherine Bylak as a Member of the Board of Directors of the Economic Development Corporation and the Brownfield Redevelopment Authority for the City of Wyoming

15) Resolutions

- f) To Establish the Tree Commission
- g) To Amend the Classification and Salary Schedule Between the City of Wyoming and the Wyoming Administrative and Supervisory Association
- h) To Amend the Employment Contract Between the City of Wyoming and the Wyoming Administrative and Supervisory Association and to Amend the Administrative and Supervisory Association Classification and Salary Schedule
- i) To Waive Certain Requirements of Chapter 14 of the Code of the City of Wyoming and to Permit Alcohol Consumption at a City Park
- j) To Authorize the Mayor and City Clerk to Execute a Grant of Easement with MRG Ferrand, LLC

16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts

- k) To Authorize Payment to Michigan Pavement Markings for the Annual Pavement Marking for 2016
- l) To Authorize the Purchase of Aluminum Sign Blanks
- m) To Award a Bid for Cured-in-Place Pipe Lining to Insituform Technologies
- n) To Accept a Proposal for Professional Services for the Upgrade of Electrical Power Distribution Equipment and to Authorize the Mayor and City Clerk to Execute the Agreement
- o) To Approve a Change Order for the Inspection and Repairs of Two Centrifuges Located at the Water Treatment Plant and to Authorize the Mayor and City Clerk to Execute the Change Order
- p) To Accept a Quotation from Rubicon Environmental Services, LLC to Provide Materials and Labor for the Aeration Basin Diffuser Replacement Project (Budget Amendment No. 5)
- q) To Accept a Quotation from Verizon Wireless for the Purchase of Smartphones with Cases and Monthly Service and to Authorize the Mayor and City Clerk to Execute the Agreement
- r) To Accept a Quotation for FSU Drug/Toxicology Laboratory Equipment Maintenance and to Authorize the Mayor and City Clerk to Execute the Agreement
- s) To Authorize the Purchase of Four Backhoes and Seventeen Vehicles
- t) For Award of Bid
 - 1. Pedestrian Bridge Restoration

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO LAURA ARENDS FOR HER SERVICE
AS A MEMBER OF THE COMMUNITY ENRICHMENT COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Laura Arends has served faithfully and effectively as a member of the Community Enrichment Commission since November 2, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Laura Arends for her dedicated service as a member of the Community Enrichment Commission.

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO SONYA MCGLAUN FOR HER SERVICE
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE
FOR THE CITY OF WYOMING

WHEREAS:

1. Sonya McGlaun has served faithfully and effectively as a member of the Community Development Committee since September 21, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Sonya McGlaun for her dedicated service as a member of the Community Development Committee.

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ADRIAN LAMAR FOR HIS SERVICE
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Adrian Lamar has served faithfully and effectively as a member of the Parks and Recreation Commission since October 3, 2011.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Adrian Lamar for his dedicated service as a member of the Parks and Recreation Commission.

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE CONSTRUCTION BOARD OF APPEALS AND HOUSING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members for the Construction Board of Appeals and Housing Commission, expired on June 30, 2016.
2. It is the recommendation of the City Manager that the following members be reappointed to serve on the Construction Board of Appeals and Housing Commission:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Construction Board of Appeals</u> Sheldon DeKryger	06/30/2019
<u>Housing Commission</u> Ron Dressander	06/30/2021

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint members to the Construction Board of Appeals and Housing Commission for the City of Wyoming to the term so stated.

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF KATHERINE BYLAK
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE
ECONOMIC DEVELOPMENT CORPORATION AND THE BROWNFIELD
REDEVELOPMENT AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. Katherine Bylak has submitted an application requesting appointment to the Economic Development Corporation and the Brownfield Redevelopment Authority for the City of Wyoming.
2. A vacancy exists in an unexpired term ending February 13, 2022 on the Economic Development Corporation and the Brownfield Redevelopment Authority.
3. Mayor Jack Poll has recommended that Katherine Bylak be appointed as a member of the Board of Directors of the City of Wyoming Economic Development Corporation and the Brownfield Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Katherine Bylak as a member of the Board of Directors of the City of Wyoming Economic Development Corporation and the Brownfield Redevelopment Authority for the unexpired term ending February 13, 2022.

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE TREE COMMISSION

WHEREAS:

1. Trees are a valuable resource in the City of Wyoming; purifying the air and water, helping conserve our soil, providing habitat for wildlife, and enriching lives in important ways.
2. Trees are essential to the community’s well-being and the care and planting of all trees will be done in a manner consistent with city policies and standards.
3. It is the desire of the City Council to create a Tree Commission, to be named the Tree Commission, for the purpose to promote healthy tree coverage and variation of tree species in the City of Wyoming.
4. The tree committee shall act as an advisory body to the City Council on all matters related to trees in the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. Members shall hold an organizational meeting by November 7, 2016 to develop proposed by-laws and a meeting schedule for City Council approval at that meeting.
2. Regular meetings of the Tree Commission shall be held in compliance with the Open Meetings Act.
3. The Tree Commission will enter into a fiduciary agreement with the Greater Wyoming Community Resource Alliance to provide all fiduciary responsibilities for all fund raising activities.
4. The following individuals are appointed members of the Tree Commission. The Commission will consist of seven (7) members and shall be four (4) year terms, with the initial appointments staggered as follows:

- | | |
|-----------------------|-----------------|
| 1. Greg Bryan | Four year term |
| 2. Lee Groth | Four year term |
| 3. Lenny Guiliano | Three year term |
| 4. Pam Jurick | Three year term |
| 5. Estelle Sloodmaker | Two year term |
| 6. Bill Brown | Two year term |
| 7. Lauren Davis | One year term |

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AMEND THE CLASSIFICATION AND SALARY SCHEDULE
BETWEEN THE CITY OF WYOMING AND THE WYOMING ADMINISTRATIVE
AND SUPERVISORY ASSOCIATION

WHEREAS:

1. The Wyoming City Council has approved Employment Contracts and Classification and Salary Schedules between the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Association to reclassify the Shop Foreman in accordance with the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the aforementioned amendment to the Classification and Wage Schedule between the City of Wyoming and the Administrative and Supervisory Association.

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 July 18, 2016

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memorandum of Understanding
Memorandum

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

RE: Shop Foreman

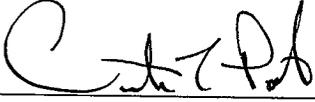
The City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association ("Association") agree as follows:

1. Effective July 25, 2016, the classification of Shop Foreman shall be placed at the following range of the Classification and Salary Schedule in effect for bargaining unit employees.

	<u>Hourly</u>		<u>Annual</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Shop Foreman A24	\$28.92	\$36.60	\$60,153	\$76,128

2. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

CITY OF WYOMING

By: 
Its: City Manager

Date: 7.11.16

WYOMING ADMINISTRATIVE AND
SUPERVISORY EMPLOYEES ASSOCIATION

By: 
Its: President

Date: 7-5-2016

MEMORANDUM

DATE: June 16, 2016
TO: Curtis L. Holt, City Manager
FROM: William D. Dooley, Director of Public Works
SUBJECT: 2017 Utility Administrative Staff Changes

For the past few years, we have been executing a plan to consolidate and reduce the size of the utility administrative staff. Attached to this memo are three organization charts which illustrate the changes from Spring 2014 to Spring 2015 (current) to Spring 2016 (to become effective 7-1-16). Included in the 2017 budget are the following changes:

1. Move Jon Burke from CWP Operations Supervisor to CWP Superintendent and eliminate the CWP Operations Supervisor position.
2. Move Bob Veneklasen from WTP Operations Supervisor to WTP Superintendent and eliminate the WTP Operations Supervisor position.
3. Move Tom Wilson from CWP Maintenance Supervisor to a new position of Utility Maintenance Manager and eliminate the Maintenance Supervisor positions at both treatment plants.
4. Change the Shop Foreman classification at both treatment plants from A22 to A24. These positions are currently held by Dave Bartz at the CWP and Ron Elenbaas at the WTP.

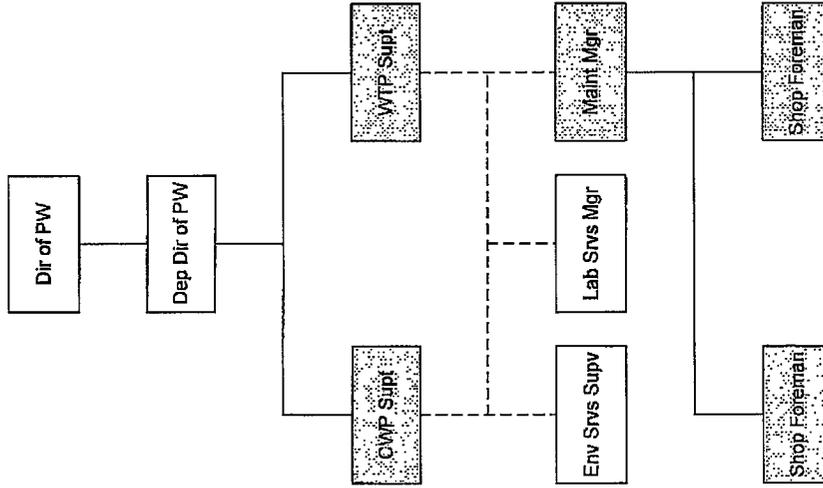
The first two changes will require the execution of appropriate Personnel Actions, requested to be effective July 1, 2016. Jon Burke should begin at the "A" step of the A40 classification and Bob Veneklasen should begin at the "H" step of the same A40 classification. The required Personnel Requisition forms are also attached.

The second two changes will require City Council's approval of the associated classification schedule changes. Kristen Bosker is currently working on these changes.

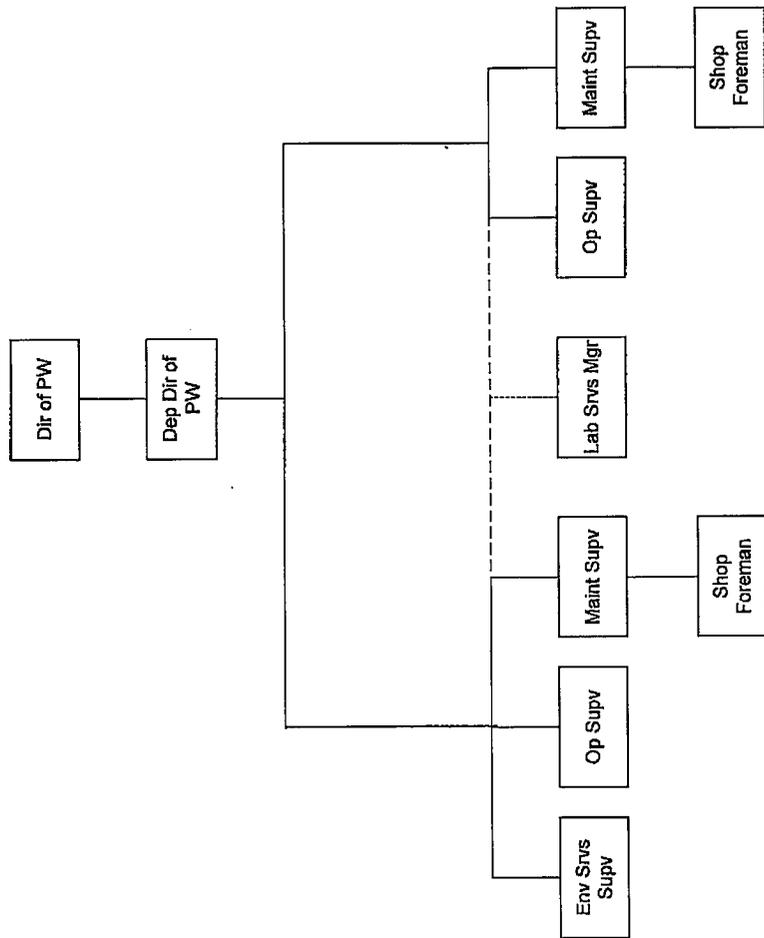
The 2017 budget also reflects a change in how Myron Erickson and I will allocate our time during the upcoming fiscal year. In preparation for the planned change in leadership in 2020, Myron will begin spending approximately a third of his time on public works activities in 2017 – more specifically, involving sewer collection system activities.

Please authorize the required Personnel Requisition and Personnel Action forms. Thank you.

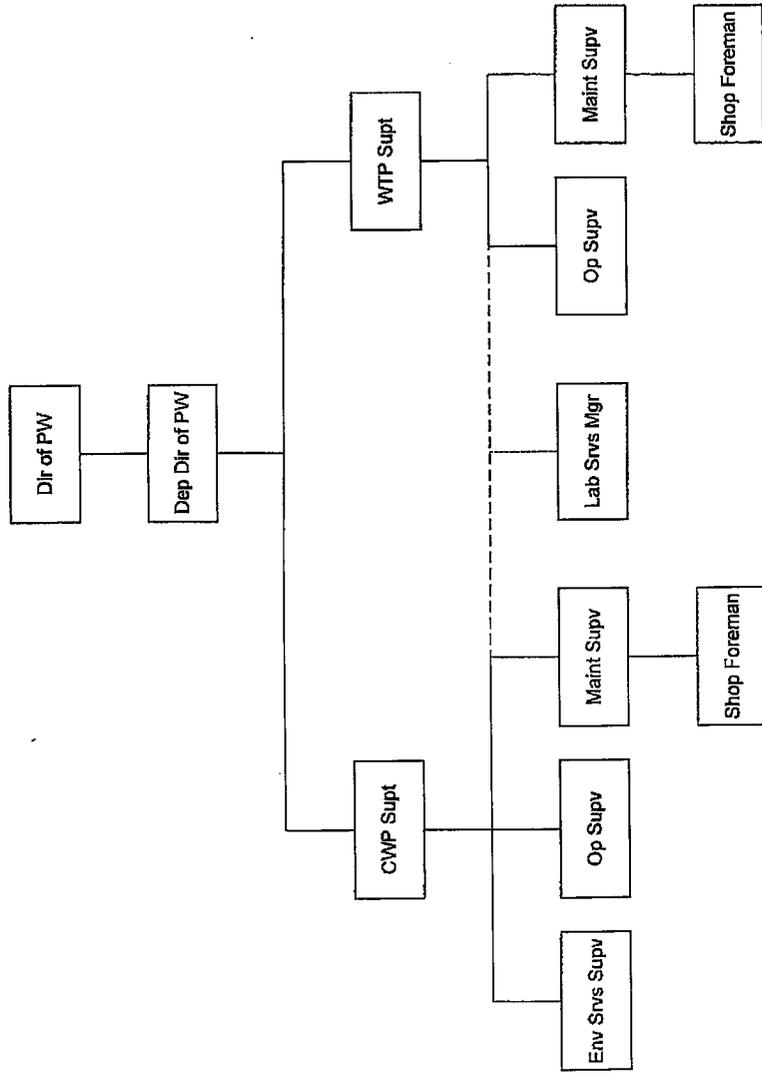
Utility Administrative Organization
Spring 2016



Utility Administrative Organization
Spring 2015



Utility Administrative Organization
Spring 2014



7/18/16

Human Resources/KMB

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION AND TO AMEND THE ADMINISTRATIVE AND SUPERVISORY ASSOCIATION CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved Employment Contracts and Classification and Salary Schedules between the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Association to add the classification of Utility Maintenance Manager as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming Administrative and Supervisory Association and the Classification and Salary Schedule.

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memorandum of Understanding
Memorandum

Resolution No. _____

Memorandum Human Resources
City of Wyoming

To: Jaime Fleming, President of Administrative and Supervisory Association

From: Kristen Bosker, Human Resources Specialist

Date: July 5, 2016

RE: Utility Maintenance Manager

We will be submitting a request to City Council to add the classification of Utility Maintenance Manager to the Classification and Salary Schedule for the Administrative and Supervisory Association.

This request comes after a review of the Clean Water Plant's and Drinking Water Plant's organization structure. That review determined the need to add the job classification to the bargaining unit at the range listed below:

	<u>Hourly Wage</u>	
	<u>Minimum</u>	<u>Maximum</u>
A36 Utility Maintenance Manager	\$36.05	\$45.71

The addition of this classification will require the approval of the attached Memorandum of Understanding between the City of Wyoming and the Administrative and Supervisory Association. Please contact me if you have any questions.

Attachments: Job Description for Utility Maintenance Manager
 Memorandum of Understanding

Cc: Bill Dooley, Director of Public Works
 Myron Erickson, Deputy Director of Public Works
 Kim Oostindie, Director of Human Resources

MEMORANDUM OF UNDERSTANDING

RE: Utility Maintenance Manager

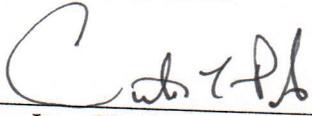
The City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association ("Association") agree as follows:

1. The classification of Utility Maintenance Manager is added to the bargaining unit.
2. The classification will be placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

		<u>Hourly</u>	
		<u>Minimum</u>	<u>Maximum</u>
Utility Maintenance Manager	A36	\$36.05	\$45.71

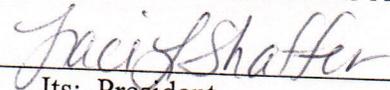
3. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

CITY OF WYOMING

By: 
Its: City Manager

Date: 7.11.16

WYOMING ADMINISTRATIVE AND
SUPERVISORY EMPLOYEES ASSOCIATION

By: 
Its: President

Date: 7-5-2016

RESOLUTION NO. _____

RESOLUTION TO WAIVE CERTAIN REQUIREMENTS
OF CHAPTER 14 OF THE CODE OF THE CITY OF WYOMING
AND TO PERMIT ALCOHOL CONSUMPTION AT A CITY PARK

WHEREAS:

1. The Community Enrichment Commission of the City of Wyoming has a concert event, Music and More Fest, scheduled at Lamar Park on Saturday, August 6, 2016.
2. The Community Enrichment Commission plans to partner with a non-profit charitable organization, Crash's Landing, to secure a Special License to operate a beer tent during the event.
3. Section 14-178 (1) of the Code of Ordinances prohibits consumption of alcoholic beverages on the premises within 500 feet of an improved and equipped playground.
4. Section 14-178 (3) of the Code of Ordinances prohibits consumption of alcoholic beverages on the premises in residential zones.
5. Section 4(a) of the Administrative Policy Parks Rules and Regulations prohibits alcohol consumption in any City park.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming finds that the event proposed by the Community Enrichment Commission and its non-profit charitable organization partner Crash's Landing to operate a duly licensed beer tent during the August 6, 2016 event at Lamar Park is in the best interest of the City.
2. Pursuant to Section 14-178 (7) of the Code of Ordinances, Sections 14-178 (1) and 14-178 (3) are hereby waived to permit the use of a Special License to operate a beer tent at said event.
3. The City Manager or his designee is authorized to waive the Administrative Policy prohibition of alcohol in City parks, subject to the terms of a facility rental permit issued by the Parks and Recreation Department.

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

4/19/16

To Whom It May Concern,

Crash's Landing, a nonprofit 501c3 organization would like to participate and partner with the Community Enrichment Commission at the music and more festival August 6 in the city of Wyoming. We would be happy to help run the beer tent for the event.

Crash's Landing is devoted to taking at risk stray cats off the streets of the greater Grand Rapids area, Wyoming included. We provide them with veterinary care, and house them in our facilities until a dedicated, loving permanent home can be found. The funds made from this event would help us continue our mission. The monies would be spent on Veterinary care (Clyde Park Veterinary Clinic in Wyoming), medicine, food and housing.

Thanks you very much,

A handwritten signature in black ink, appearing to read 'Skip Petrovich', written in a cursive style.

Skip Petrovich

President

Crash's Landing Cat Rescue and Placement Center

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAY 23 2007

CRASHS LANDING
1545 DIAMOND AVE NE
GRAND RAPIDS, MI 49503

Employer Identification Number:

06-1646360

DLN:

17053090840017

Contact Person:

GREGORY S PAJDA

ID# 31533

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

509(a)(2)

Dear Applicant:

Our letter dated December 2002, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

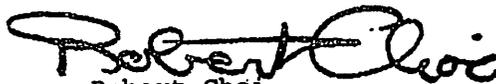
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi

Director, Exempt Organizations
Rulings and Agreements

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A
GRANT OF EASEMENT WITH MRG FERRAND, LLC

WHEREAS:

1. The City of Wyoming owns property located in the County of Kent, State of Michigan currently used as Kent Trails right-of-way within the City of Wyoming.
2. MRG Ferrand, LLC of 1201 RTE 112 Port Jefferson Station, New York, NY 11776 wishes to obtain an easement across a portion of that property for ingress and egress to an existing maintenance building.
3. In Consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the mutual covenants contained within the easement grant, the City desires to provide MRG Ferrand, LLC a 20 foot permanent easement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby authorize the Mayor and City Clerk to grant the easement to MRG Ferrand, LLC.

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 July 18, 2016.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Grant of Easement

Legal Description (Exhibit A)

Aerial Photo

STAFF REPORT

Date: July 13, 2016

Subject: Easement Agreement with MRG Ferrand, LLC (Kent Trail right-of-way)

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: July 18, 2016

RECOMMENDATION: It is recommended that the City Council:

1. To grant a 20 foot permanent easement to MRG Ferrand LLC, owners of Ferrand Estates, manufactured home community, 4528 Halifax Avenue SW, Wyoming MI, 49519, across a portion of city property informally known as the Kent Trail right-of-way for ingress and egress to existing storage and maintenance buildings.

SUSTAINABILITY CRITERIA:

Environmental Quality – The easement recognizes, clarifies, and affirms integrity of City property ownership.

Social Equity – The Kent Trail system provides a facility which improves the quality of life for residents, preserves green space, stimulates social interaction and community development, provides a place for health and wellness activities, as well as creating new recreational and education opportunities outdoors.

Economic Strength – The easement protects public investment in its non-motorized pathway system.

DISCUSSION:

Roger Sabine, Kent County Parks Director, brought to my attention that the Ferrand Estates manufactured home community, 4528 Halifax Avenue SW, Wyoming MI, 49519, has constructed a driveway on City property along the Kent Trail. As seen on the attached aerial map, the driveway provides the only access from Timmins Street (private road) to the three storage buildings used by the Ferrand Estates residents and for their maintenance equipment storage. Based on building permits, the storage buildings date from 1981 to 1986; reviewing with Tim Cochran, we assume the driveway was built then, but we can find no record for authorization of the drive. Consulting with Jack Sluiter, he agrees there may be City liability related to the encroachment and has recommended the resolve by granting an easement.

Having consulted with Karen Oppeneer of our Assessing Department, engaged Pathfinder Engineering to confirm the easement encroachment and the development of the appropriate easement legal description, and worked with both Jack Sluiter and MRG Ferrand LLC, property

owners of Ferrand Estates, the attached easement has been developed and is now presented for approval.

BUDGET IMPACT:

The easement agreement provides for a consideration of the sum of Ten Dollars (\$10.00).

ATTACHMENTS: Grant of Easement
Aerial Photo

GRANT OF EASEMENT

WHEREAS, the City of Wyoming, a Michigan municipal corporation, with its principal address located at 1155 – 28th St. S.W., Wyoming, MI 49519 (hereinafter “City”) owns property located in the County of Kent, State of Michigan currently used as Kent Trails right-of-way within the City of Wyoming, and

WHEREAS MRG Ferrand, LLC of 1201 RTE 112 Port Jefferson Station, New York, NY 11776 (hereinafter “Grantee”) wishes to obtain an easement across a portion of that property for ingress and egress to an existing maintenance building,

In Consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the mutual covenants contained herein, City hereby grants to Grantee a 20 foot permanent easement (the “Premises”) as follows:

Exhibit A attached

Subject to the following terms and conditions:

1. Purpose: The purpose of this easement is to allow ingress and egress to an existing building and other roads on Grantee’s property; the paved road providing such ingress and egress currently encroaches on City property used for the Kent Trails system.
2. Buildings or other Permanent Structures: Except for buildings and structures that presently exist as shown on Exhibit A, no buildings or other permanent structures shall be constructed in the easement area by either party without the written consent of the other.
3. Restoration: If Grantee, its employees, contractors, vehicles or equipment damage City property while entering the easement area for the purpose stated in this Grant of Easement, then Grantee shall restore, or cause to be restored City property land to its pre-damaged condition. Grantee shall reasonably restore, or pay the reasonable cost of restoration to City’s specifications, any paving, landscaping or other similar improvement which is removed or disturbed as a result of the maintenance, repair or construction activities of the Grantee. After the initial installation, any damage to the City’s property shall be restored within 45 days after written notice by the City to Grantee and no open excavation will be allowed except with the approval of the City. The existing condition of the Premises as shown in Exhibit A shall be an acceptable condition and no alterations are necessary in its present condition.
4. Indemnification: Grantee, its successors and/or assigns, hereby releases and will protect, defend, indemnify and hold harmless City and its officers and employees, against all claims, liabilities, demands, actions at law and equity, judgments, settlement, losses, damages and expenses of every character (hereinafter collectively referred to as “Claims”) for injury, including death, sustained by the officers, agents, and employees of Grantee, and for damage to or loss or destruction of property of any kind owned by any person, caused by, resulting from, arising out of, or occurring in connection with the entry or presence of Grantee and its officers,

agents and employees on City's property and whether or not such injury, including death, and such damage to or loss or destruction of property are due to or chargeable to, in whole or part, any alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation by Grantee or its officers, agents and employees. As a result of any such Claims, Grantee will assume at its own expense, on behalf of City and its officers, agents and employees, the defense of any such Claims which may be brought against said parties and pay on behalf of said parties the amount of any settlement agreed upon, judgment that may be entered, and any other amounts assessed in connection therewith, plus all reasonable costs and reasonable expenses involved as aforementioned.

5. Successors: This Grant of Easement runs with the land and binds and benefits City's and Grantee's successors and assigns.

6. Abandonment. At such time as Grantee ceases to use the easement for access to the existing or any successor building at the same location, this easement shall be deemed abandoned and void.

7. Amendment: This agreement contains the entire agreement between the parties and may be modified or amended only in writing and approved by both parties.

8. Notices: All notices and demands to be given by one party to the other party under this Agreement shall be given in writing, mailed or delivered to either Party at the address in the preamble to this Agreement or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service with signature acknowledging delivery. Notices shall be considered to have been given upon the earlier to occur of actual receipt, or two business days after posting in the United States mail, if mailed by certified or registered mail, or one business day after depositing with a nationally recognized overnight courier service. The address for notices may be change by either party by written notice in accordance with this paragraph 8.

[Signature Pages Follow Immediately]

CITY OF WYOMING

Jack A. Poll
Its Mayor

Kelli A. VandenBerg
Its Clerk

STATE OF MICHIGAN))ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Jack A. Poll and Kelli A. VandenBerg, respectively the Mayor and City Clerk of the City of Wyoming, a Michigan municipal corporation on behalf of the City.

Notary Public
Kent County, MI
My commission expires:
Acting in Kent County, Michigan

MRG FERRAND, LLC
A Delaware Corporation

By:
Name:
Title:

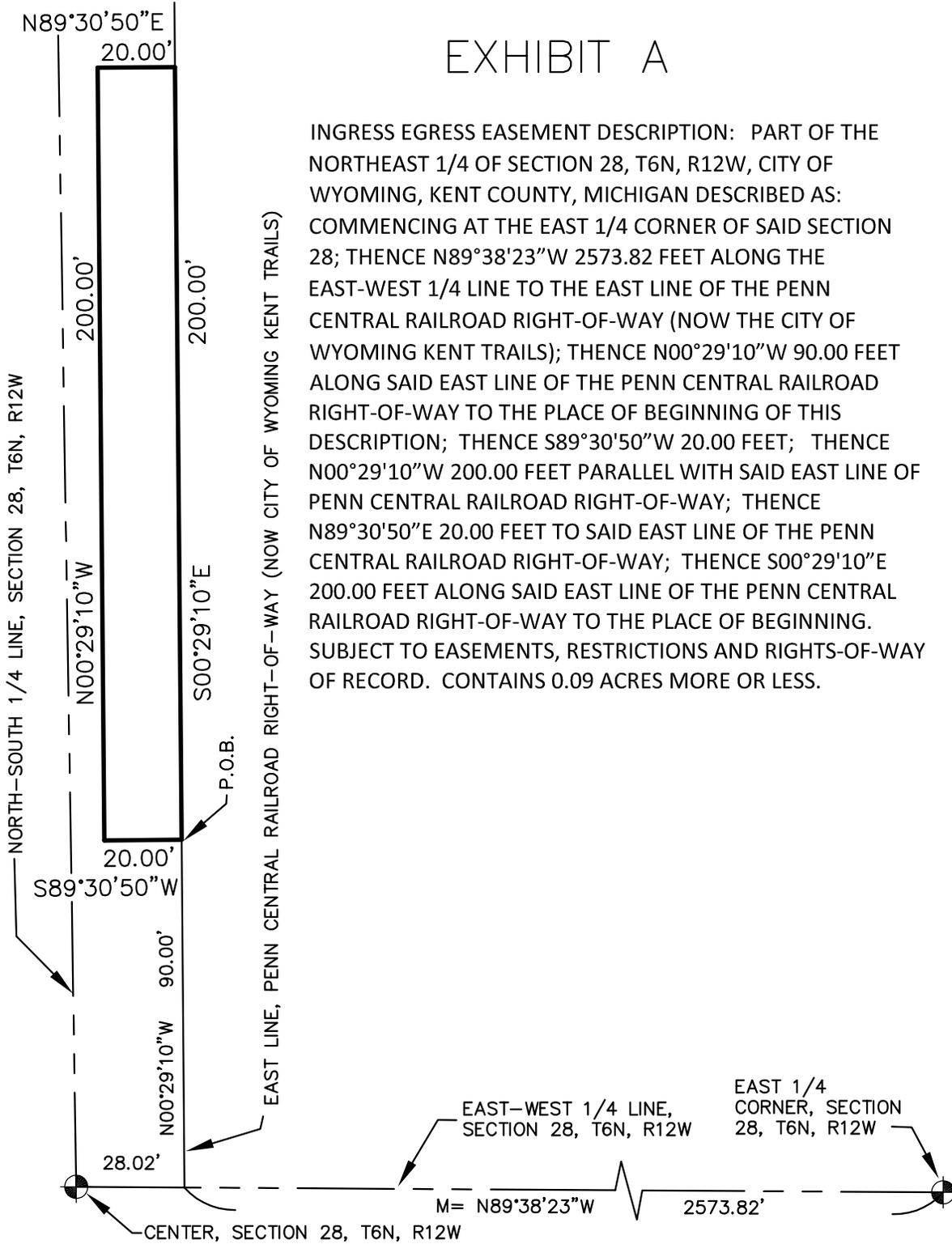
STATE OF NEW YORK)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ member of MRG Ferrand, LLC on behalf of said corporation.

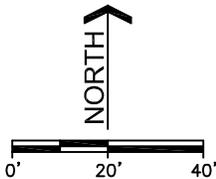
Notary Public
_____ County, NY
My commission expires:

Prepared by:
Jack R. Sluiter
Wyoming City Attorney
1799 RW Berends Dr. S.W.
Wyoming, MI 49519
(616) 531-5080

EXHIBIT A



INGRESS EGRESS EASEMENT DESCRIPTION: PART OF THE NORTHEAST 1/4 OF SECTION 28, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE N89°38'23"W 2573.82 FEET ALONG THE EAST-WEST 1/4 LINE TO THE EAST LINE OF THE PENN CENTRAL RAILROAD RIGHT-OF-WAY (NOW THE CITY OF WYOMING KENT TRAILS); THENCE N00°29'10"W 90.00 FEET ALONG SAID EAST LINE OF THE PENN CENTRAL RAILROAD RIGHT-OF-WAY TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE S89°30'50"W 20.00 FEET; THENCE N00°29'10"W 200.00 FEET PARALLEL WITH SAID EAST LINE OF PENN CENTRAL RAILROAD RIGHT-OF-WAY; THENCE N89°30'50"E 20.00 FEET TO SAID EAST LINE OF THE PENN CENTRAL RAILROAD RIGHT-OF-WAY; THENCE S00°29'10"E 200.00 FEET ALONG SAID EAST LINE OF THE PENN CENTRAL RAILROAD RIGHT-OF-WAY TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD. CONTAINS 0.09 ACRES MORE OR LESS.



Pathfinder
Engineering, Inc.

2335 Byron Center Ave. S.W. Wyoming, MI 49519
Phone 1-616-878-3885 Fax 1-616-878-4559

FERRAND ESTATES

2680 44TH STREET
WYOMING, MI 49519
SURVEY

PREPARED FOR:
CITY OF WYOMING

DATE
6-22-16
PROJECT NO.
16038
SHEET NO.
1 OF 1

CITY OF GRANDVILLE
4670
SPARTAN IND DR SW

CITY OF WYOMING
2802
44TH ST SW
RESURRECTION LIFE
4690
SPARTAN IND DR SW

CITY OF WYOMING
2800
44TH ST SW

MRG FERRAND LLC
2680
44TH ST SW

CITY OF WYOMING
0
CITY R O W

RAMBLEWOOD SOUTH-OWNER LLC
5601
BYRON CENTER AVE SW

SUDBURY ST

CALGARY ST

QUEBEC AVE

REGINA ST

TIMMINS ST



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO
MICHIGAN PAVEMENT MARKINGS
FOR THE ANNUAL PAVEMENT MARKING FOR 2016

WHEREAS:

1. Annually, the City of Wyoming renews the pavement markings on approximately 160 miles of roadway throughout the City to improve visibility and improve safety for motorists.
2. In order to receive the best pricing, communities work together to coordinate the annual painting on a regional basis and work cooperatively with the Kent County Road Commission administering the maintenance contract.
3. In February of 2014, the Kent County Road Commission awarded the bid to perform lane line painting throughout Kent County to the low bidder, Michigan Pavement Markings, for 2014 with two one-year renewal options.
4. As part of the cooperative purchasing agreement with the Kent County Road Commission, the City of Wyoming requested Michigan Pavement Markings perform its annual major street pavement marking for 2016.
5. Michigan Pavement Markings has completed major street pavement marking for 2016 and has submitted an invoice to the City of Wyoming in the amount of \$38,564.38 for reimbursement.
6. This cost can be funded out of the major street fund, account number 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize payment to Michigan Pavement Markings for annual major street pavement marking for 2016 in the amount of \$38,564.38.

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoice

Resolution No. _____

STAFF REPORT

DATE: June 15, 2016

SUBJECT: Authorize Payment to Michigan Pavement Markings

FROM: Russ Henckel, Assistant Director of Public Works – Engineering

Date of Meeting: July 18, 2016

RECOMMENDATION:

It is recommended that City Council authorize payment to Michigan Pavement Markings in the amount of \$38,564.38 for the cost of annual major street pavement marking for 2016.

SUSTAINABILITY CRITERIA:

Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The water-based paint used for pavement marking meets all environmental air quality restrictions on volatile organic compound (VOC) emissions.

Social Equity

Street maintenance is provided throughout the City 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 Department's street maintenance. It is necessary to repaint approximately 160 miles of major street lane lines to guide all motorists safely and efficiently throughout the City.

Economic Strength

Pavement markings allow the Public Works Department to provide high quality street maintenance. High quality street maintenance allows the Public Works Department to maintain the City's streets and infrastructure which sustains public and private property values. By participating in the cooperative bid with the Kent County Road Commission, it ensures the ability to get better pricing on materials and services, therefore, reducing the overall cost of pavement marking for the City.

DISCUSSION:

In February of 2014, the Kent County Road Commission awarded the bid to perform lane line painting throughout Kent County to the low bidder, Michigan Pavement Markings, for 2014 with two one-year renewal options. As part of the cooperative purchasing agreement with the Kent County Road Commission, the City of Wyoming requested Michigan Pavement Markings perform its annual major street pavement marking for 2016. Michigan Pavement Markings has

completed major street pavement marking for 2016 and has submitted an invoice to the City of Wyoming in the amount of \$38,564.38 for reimbursement.

BUDGET IMPACT:

Sufficient funds are available in the major street traffic services repairs and maintenance account number 202-441-47400-930.000.



P.O. Box 9673
 Wyoming, MI 49509-0673
 Ph: (616) 261-3111
 Fx: (616) 261-3150

Attn: Steve Weatherby
 City of Wyoming
 Fax: 249-3487
 email: weathers@wyomingmi.gov

INV# wyo-1601
 Date: 4/25/2016

<u>Item Description:</u>	<u>Unit Price:</u>	<u>Unit:</u>	<u>Quantity:</u>	<u>Amount:</u>
Waterborne Paint (City Streets)				
Solid White	\$225.000	mi	31.95	\$7,188.75
Skip White	\$350.000	mi	20.81	\$7,283.50
Solid Yellow	\$225.000	mi	97.28	\$21,888.00
Skip Yellow	\$300.000	mi	4.68	\$1,404.00
6" Solid White	\$337.500	mi	1.63	\$550.13
Primer	\$50.000	gal	5.00	\$250.00

Please Pay This Amount To:
 Michigan Pavement Markings LLC
 P.O. Box 9673
 Wyoming MI 49509
 Fed. Tax ID # 38-3404712

TOTAL DUE \$38,564.38

Thank you for the Work.

Jason Kooiker
 Manager
 Michigan Pavement Markings LLC

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ALUMINUM SIGN BLANKS

WHEREAS:

1. In February of 2016, the Kent County Road Commission awarded their annual contract for traffic signs and sign elements to five different companies: Dornbos Sign, Inc., Lightle Enterprises of Ohio, MD Solutions, Rathco Safety Supply, Inc., and Vulcan Signs.
2. The Kent County Road Commission awarded this bid through February 12, 2017 with two one-year renewal options.
3. It is in the best interest of the City to enter into the cooperative bid with the Kent County Road Commission for the purchase of aluminum sign blanks.
4. The cost of aluminum sign blanks is estimated to be approximately \$25,000.
5. Sufficient funds are available in the Major and Local Streets Traffic Supplies Accounts 202-441-47400-775.000 and 203-441-47400-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of aluminum sign blanks from Dornbos Sign, Inc., Lightle Enterprises of Ohio, MD Solutions, Rathco Safety Supply, Inc., and Vulcan Signs, per the unit bid prices as received and awarded by the Kent County Road Commission, in the amount of approximately \$25,000.

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
KCRC Bid Tab

STAFF REPORT

DATE: July 13, 2016

SUBJECT: Purchase of Aluminum Sign Blanks

FROM: Russ Henckel, Assistant Director of Public Works – Engineering

Date of Meeting: July 18, 2016

RECOMMENDATION:

It is recommended that City Council authorize the purchase of aluminum sign blanks from Dornbos Sign, Inc., Lightle Enterprises of Ohio, MD Solutions, Rathco Safety Supply, Inc., and Vulcan Signs, per the unit bid prices as received and awarded by the Kent County Road Commission.

SUSTAINABILITY CRITERIA:

Environmental Quality

The City of Wyoming is actively involved in the protection of Michigan's natural resources and the public's health and welfare. The City can continue to protect the environment by purchasing aluminum sign blanks that are able to be recycled when damaged beyond repair.

Social Equity

It is necessary to ensure that all of the traffic regulation and guide signs within the City of Wyoming are maintained properly to guide all motorists and pedestrians safely and efficiently throughout the City. The replacement of traffic signs will allow the City to continue to provide high quality roads to all residents without regard to income or socio-economic status.

Economic Strength

By participating in the cooperative bid with the Kent County Road Commission, it ensures the ability to get better pricing on materials and services, thereby reducing the overall cost of aluminum sign blanks for the City.

DISCUSSION:

In February of 2016, the Kent County Road Commission awarded their bid for traffic signs and sign elements to five different companies: Dornbos Sign, Inc., Lightle Enterprises of Ohio, MD Solutions, Rathco Safety Supply, Inc., and Vulcan Signs. This bid was awarded through February 12, 2017 with two one-year renewal options. It is in the best interest of the City to enter into the cooperative bid with the Kent County Road Commission for the purchase of aluminum

sign blanks. It is estimated that the Traffic Department will purchase approximately \$25,000 of aluminum sign blanks.

BUDGET IMPACT:

Sufficient funds are available in the Major and Local Streets Traffic Maintenance Supplies accounts: 202-441-47400-775.000 and 203-441-47400-775.000.

KENT COUNTY ROAD COMMISSION BID TABULATION

Tabulation of Bids for: **Purchase of 2016 Requirements of Traffic Signs and Sign Elements, as needed, with two one year renewal options**

Date: **January 28, 2016 8:30 AM**

Bidder	Dornbos Sign Inc.	Lightle Ent. of Ohio	MD Solutions	Rathco Safety Supply	US Std. Sign	Vulcan Signs
Aluminum Street Sign Blanks - White Type IV Sheeting one side, drilled						
18" x 6"	2.76	3.24	3.08	3.09		3.11
24" x 6"	3.68	4.32	4.10	4.12		4.00
30" x 6"	4.60	5.40	5.13	5.15		4.92
36" x 6"	5.52	6.48	6.15	6.18		5.72
42" x 6"	6.44	7.56	7.18	7.21		6.77
24" x 9"	5.52	6.48	6.15	6.02		5.80
30" x 9"	6.88	8.10	7.69	7.52		7.11
36" x 9"	8.28	9.72	9.23	9.02		8.53
42" x 9"	9.64	11.34	10.76	10.53		9.89
48" x 9"	11.04	12.96	12.30	12.03		11.36
Aluminum Street Sign Blanks - No Sheeting						
18" x 6"	2.24	1.90	1.88	1.96	2.44	1.75
24" x 6"	2.99	2.35	2.34	2.62	2.91	2.31
30" x 6"	3.73	2.94	2.93	3.27	3.23	2.83
36" x 6"	4.48	3.53	3.55	3.93	3.54	3.34
42" x 6"	5.23	4.11	4.08	4.58	3.84	4.04
24" x 9"	4.48	3.53	3.27	3.93	3.54	3.37
30" x 9"	5.59	4.41	4.09	4.91	4.10	4.14
36" x 9"	6.72	5.29	4.88	5.89	4.79	4.92
42" x 9"	7.83	6.17	5.72	6.87	5.51	5.68
48" x 9"	8.97	7.05	6.54	7.85	6.23	6.60

Bidder	Dornbos Sign Inc.	Lightle Ent. of Ohio	MD Solutions	Rathco Safety Supply	US Std. Sign	Vulcan Signs
Aluminum Sign Blanks						
12" x 6" Rectangle	1.14	1.30	1.80	1.58	1.38	1.34
12" x 18" Rectangle	3.43	3.53	3.17	3.42	3.06	3.18
36" x 12" Rectangle	6.87	7.05	6.33	6.84	5.73	6.47
12" x 48" Rectangle	9.16	9.40	8.44	9.13	7.64	8.74
24" x 18" Rectangle	6.87	7.05	6.33	6.84	5.73	6.33
30" x 24" Rectangle	11.45	11.75	10.55	11.41	9.56	10.68
30" Diamond	14.31	14.69	13.19	14.26	11.94	13.27
36" Diamond	20.61	21.15	18.99	20.53	17.20	19.07
48" x 24" Vertical	18.32	18.80	16.88	18.25	15.29	17.29
48" x 48" Square	36.64	37.60	33.76	36.50	30.57	34.52
18" x 18"	5.15	5.29	4.75	5.13	4.29	4.86
24" x 24"	9.16	9.40	8.44	9.13	7.64	8.65
36" x 24"	13.74	14.10	12.66	13.69	11.46	12.77
30" x 12"	5.72	5.88	5.28	5.70	4.77	5.46
9" x 12"	1.71	1.70	2.35	1.71	1.94	1.88
12" x 12"	2.29	2.60	2.11	2.28	2.42	2.31
36" x 9" Center Drilled	5.15	5.29	4.88	5.13	4.29	4.92
Aluminum Blank with Type II Sheeting on one side						
24" x 18" White	10.05	12.40	10.62	10.59		9.47
Finished Signs on Aluminum with Type IV Sheeting						
30" Stop (R1-1)	20.54	25.55	24.81	24.19		21.71
36" Stop (R1-1)	29.62	40.16	35.73	34.83		30.74
36" Yield (R1-2)	16.56	20.08	16.85	17.09		15.66
36" RR Advance (W10-1)	28.69	40.16	35.73	35.46		30.50
30" Stop Ahead Symbol (W3-1A)	25.45	30.15	27.15	29.25		23.33
36" Warning Sign (Blank with Border)	33.12	40.16	35.73	35.28		31.50
30" Warning Sign (Blank with Border)	23.00	27.89	24.81	24.50		21.88
18" x 24" Chevron (W1-8)	11.04	13.39	11.91	11.76		10.50
24" x 30" Speed Limits (R2-1)	18.40	22.31	19.85	19.60		17.50

Bidder	Dornbos Sign Inc.	Lightle Ent. of Ohio	MD Solutions	Rathco Safety Supply	US Std. Sign	Vulcan Signs
24"x24" No Rt/Lft Turn Sym (R3-1/R3-2)	14.72	17.85	17.09	15.76		15.25
12" x 12" No Parking Symbol (R8-3A)	3.68	4.50	5.31	4.05		4.44
12" x 18" No Parking Symbol	5.52	6.69	6.75	6.08		6.11
30" x 18" Wrong Way (R5-9)	13.80	16.73	18.36	14.78		13.13
18"x24" No Parking Sym (Blank Bottom)	11.04	16.73	12.57	12.65		11.53
18" x 18" Road Ends Panel (ER-1)	8.28	10.04	11.02	8.82		7.88
36" x 24" Wrong Way (R5-9)	22.08	26.77	29.38	23.52		21.00
30" x 30" Do Not Enter (R5-4)	23.00	27.89	28.81	24.50		21.88
36" x 36" Do Not Enter (R5-4)	33.12	40.16	41.49	35.28		31.50
24" x 30" Keep Right Symbol (R4-7)	18.40	22.31	19.85	19.60		17.50
12" x 36" One Way (R6-1)	11.04	13.39	11.91	11.76		10.50
48" x 9" RR Cross Buck (R15-1)	44.79	42.80	52.47	48.75		53.98
30" x 30" Speed Reduction _____ (W3-5)	25.45	30.15	24.81	28.91		22.98
30"x30" Rt/Lft Lane Must Turn Rt/Lt (R3-7)	23.00	27.89	24.81	24.50		21.88
12" x 36" Obstruction Panel (OM-3)	11.04	16.73	11.91	11.76		10.50
48" x 30" Road Closed (R11-2)	36.80	44.62	39.70	39.20		35.00
60"x30" Rd Closed to Thru Traff (R11-4)	46.00	55.78	49.63	49.00		43.75
24"x36" Cntr Lane Lft Turn Only Sym	22.08	26.77	23.82	23.52		21.00
Finished Signs on Aluminum with Type II Sheeting						
24" x 30" Natural Beauty	16.80	21.90	22.07	17.65		28.87
Finished Signs on Aluminum with Type XI Sheeting						
36" School Warn (S1-1) fluor. Yel/grn	47.59	75.00	56.25	49.86		50.52
36" Stop Ahead (W3-1A) fluor. Yellow	59.59	79.00	59.98	58.33		60.12
36" Signal Ahead (W3-3) Fluorescent Yellow.	59.59	77.00	60.80	58.33		59.90
40" x 30" No Passing Zone W14-3 Fluorescent Yellow	23.62	34.80	35.00	25.32		28.41
Finished Signs on HDO Plywood with Type IV Sheeting						
48"x24" Dbl & Sngl Arrow (W1-7, W1-6)	52.40	39.50	45.00	36.77		NB
Steel Sign Posts-Street Sign Posts						
12' 3# U - Painted Green	21.14	24.00	21.12	18.60		29.08
14' 3# U - Painted Green	24.58	28.00	24.64	21.70		33.94
14' 3# U - Galvanized	29.72	33.92	30.98	26.74		40.75

Bidder	Dornbos Sign Inc.	Lightle Ent. of Ohio	MD Solutions	Rathco Safety Supply	US Std. Sign	Vulcan Signs
Delineator Posts						
7' 1.12# - Painted Green	6.06	7.70	5.02	5.16		6.83
7' 1.12# - Galvanized	6.46	8.8	6.52	6.34		8.33
Sheeting - Type IV						
24" x 50yd PS Scotchlite	408.00	448.50	410.55	405.00		417.00
30" x 50yd PS Scotchlite	510.00	560.63	513.19	506.25		521.25
36" x 50yd PS Scotchlite	612.00	672.75	615.83	607.50		625.50
8" x 50yd Wht/Ornge R or L Barricade PS	199.92	167.00	180.00	180.00		162.54
24" x 50yd Blk Nonreflective PS Scotchcal	315.00	254.00	250.00	285.00		340.07
Border - Type IV						
½" x 50yd PS White		13.00	6.50	10.00		8.69
¾" x 50yd PS White		15.00	8.50	12.00		13.03
9/16" x 50yd PS Black Nonreflective		13.00	12.50	10.00		7.95
1" x 50yd PS Black Nonreflective		14.00	19.50	14.00		14.13
Type XI Sheeting - Fluorescent Yellow and Yellow/Green						
24" x 50yd	924.00	1323.00	1080.00	897.00		1011.00
30" x 50yd	1155.00	1653.75	1350.00	1121.00		1263.75
36" x 50yd	1386.00	1984.50	1620.00	1345.50		1516.50
Type XI Fluorescent Orange Work Zone Sheeting						
36" x 50yd	1224.00	1680.00	1680.00	1345.50		1516.50
48" x 50yd	1632.00	2240.00	2250.00	1794.00		2022.00
Firm Price Period	One Year	One Year	One Year	One Year	One Year	One Year
Payment Terms	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30
Delivery - 30 days max.	30 days	30 days	30 days	30 days or less	28 days ARO	
			Posts 30-45 days		All or none	
					\$2000 min order	

AWARDED TO: Dornbos Sign, Lightle, MD Solutions, Rathco, At February 9, 2016 Board Meeting
DISCONTINUE VULCAN SIGNS 3-24-16 PER T.H. - LATE ORDER AND STOP AHEADS WERE UNACCEPTABLE

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR CURED-IN-PLACE PIPE LINING
TO INSITUFORM TECHNOLOGIES

WHEREAS:

1. On July 5, 2016, the City received five bids for Cured-In-Place Pipe Lining.
2. It is recommended the City Council award the bid to the low bidder, Insituform Technologies for fiscal year 2017 at a unit cost of \$28.00 per linear foot (LF) for 8” sanitary sewer lines, \$39.00 per LF for 12” sanitary sewer lines, \$65.00 per LF for 18” sanitary sewer lines, and \$100 each for protruding tap removal.
3. The Public Works Department anticipates spending \$324,000 for cured-in-place pipe lining. Sufficient funds are available in the Sewer Fund Account, 590-441-54400-972.544.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to the low bidder, Insituform Technologies, to perform Cured-In-Place Pipe Lining for fiscal year 2017.

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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. _____

STAFF REPORT

DATE: July 6, 2016

SUBJECT: Bid Award, Cured-In-Place Pipe Lining

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: July 18, 2016

RECOMMENDATION

It is recommended the City Council award the bid for cured-in-place pipe lining to the low bidder, Insituform Technologies for fiscal year 2017 at a unit cost of \$28.00 per linear foot (LF) for 8” sanitary sewer lines, \$39.00 per LF for 12” sanitary sewer lines, \$65.00 per LF for 18” sanitary sewer lines, and \$100 each for protruding tap removal.

SUSTAINABILITY CRITERIA

Environmental Quality

Cured-in-place pipe lining limits root intrusion into the sanitary sewer system and reduces the potential for environmental problems caused by sewer backups and overflows.

Social Equity

Cured-in-place pipe lining occurs throughout the City 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 Department’s cured-in-place pipe lining activities.

Economic Strength

Cured-in-place pipe lining reduces the infiltration of ground water into the sanitary sewer system, thereby reducing the amount of “clean” groundwater which would otherwise be treated at the Clean Water Plant. The lining also reduces the risk of sewer problems and decreases the additional costs that occur during emergency repairs.

DISCUSSION

Cured-in-place pipe lining is a trenchless technology that does not require excavation to rehabilitate a pipeline that is either leaking or structurally unsound. A resin-saturated felt tube is inverted or pulled through a manhole into a damaged pipe. Because no digging is involved, this process is more cost-effective and less disruptive than having to replace the pipe section.



On July 5, 2016, the City received five bids for cured-in-place pipe lining. Nine bid packages were picked up by prospective bidders. The bid consists of the lining of approximately 9,000 LF of 8”

sanitary sewer lines, 260 LF of 12” sanitary sewer lines, 560 LF of 18” sanitary sewer lines and the removal of any lateral taps protruding in the sewer main. The unit cost of \$28.00 per LF for 8” lines is an increase of 7%, the unit cost of \$39.00 per LF for 12” lines is an increase of 10% and the unit cost of \$100.00 for each protruding tap removal is a decrease of 60% from the previous bid. 18” lines were not previously bid.

The Public Works Department anticipates spending approximately \$324,000 for cured-in-place pipe lining in fiscal year 2017.

BUDGET IMPACT

Sufficient funds are available in the Sewer Fund Account, 590-441-54400-972.544.

BID TABULATION

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS									
CURED-IN-PLACE PIPELINE LINING									
Opened By <u>City Clerk</u> On <u>July 5, 2016</u> At <u>11:00 a.m. o'clock</u>									
Bidder	Cured-in-place Pipeline Lining 8” (Estimated 8,667 LF.)		Cured-in-place Pipeline Lining 12” (Estimated 255 LF.)		Cured-in-place Pipeline Lining 18” (Estimated 555 LF.)		Protruding Tap Removal (Estimated 31 ea.)		Grand Total
	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
Insituform	\$28.00	\$242,676.00	\$39.00	\$9,945.00	\$65.00	\$36,075.00	\$100.00	\$3,100.00	\$ 291,796.00
Inland Waters Pollution Control	\$35.00	\$303,345.00	\$47.00	\$11,985.00	\$60.00	\$33,300.00	\$76.00	\$2,356.00	\$ 350,986.00
Utility Services Authority	\$35.00	\$303,345.00	\$55.00	\$14,025.00	\$67.00	\$37,185.00	\$300.00	\$9,300.00	\$ 363,855.00
Terra Engineering & Construction	\$29.99	\$259,923.33	\$39.99	\$10,197.45	\$72.99	\$40,509.45	\$2,000.00	\$62,000.00	\$ 372,630.23
Lanzo Trenchless Technologies North	\$46.00	\$398,682.00	\$62.00	\$15,810.00	\$86.00	\$47,730.00	\$500.00	\$15,500.00	\$ 477,722.00
No Bid from the following:	Advanced Underground Inspections, Elite Pipeline, Layne Inliner, Terra Contracting								

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR PROFESSIONAL SERVICES
FOR THE UPGRADE OF ELECTRICAL POWER DISTRIBUTION EQUIPMENT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, Tetra Tech has submitted a proposal to provide professional services for the upgrade of electrical power equipment at the Water Treatment Plant Low Service and Gezon Pump Stations.
2. It is recommended the City Council accept the proposal from Tetra Tech in the total amount of \$257,900.00.
3. Sufficient funds are available in the Water Treatment Plant Expansion Phase Two account number 591-591-57300-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Tetra Tech for professional services for the upgrade of electrical power distribution equipment in the total amount of \$257,900.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

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 July 18, 2016.

ATTACHMENTS:
Staff Report
Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: July 7, 2016

Subject: Upgrade of Electrical Power Distribution Equipment, Water Treatment Plant Low Service and Gezon Pump Stations

From: Tom Wilson, Utility Maintenance Manager

Date of Meeting: July 18, 2016

RECOMMENDATION:

It is recommended that the City Council accept the professional services proposal from Tetra Tech, a consulting and engineering firm, for engineering design and bidding assistance service to replace the electrical distribution switchgear at the Water Treatment Plant Low Service Pump Station and Gezon Pump Station to assure that each station has a reliable power supply.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. A well-maintained facility benefits the environment because it is more efficient and reliable.

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 – Upgrades to power distribution systems will enhance reliability and cost-effectiveness.

DISCUSSION:

The power distribution equipment for the Low Service Pump Station and the Gezon Pump Station have been in service since they were built in 1965. The power supplies for both facilities operate at a primary voltage of 4160 volts, which is then stepped down to 480 volts for the motor control centers. The purpose of the Low Service Pump Station is to pump water from Lake Michigan to the Water Treatment Plant. Likewise, finished water is pumped via two transmission mains to the Gezon Pump Station, which in turn pumps water to the residents of Wyoming and our wholesale customers. Although the two facilities have been reliable, because of the age of the equipment it is becoming impossible to obtain parts for their power systems. Hence, because of reliability concerns it seems prudent to upgrade the power distribution equipment of both facilities now, before a catastrophic failure can occur.

In addition to improving the reliability and dependability of both pump stations, the new equipment will allow us to improve operation and control by installing technologically up-to-date equipment that includes modern safety features. Since both facilities are in need of the same upgrades, we believe it makes sense that the same firm designs the systems for both facilities at the same time. Tetra Tech has worked with us on the Water Treatment Plant's electrical equipment numerous times in the past. Their expertise in this field is second to none, and they have in-depth familiarity with the power and control systems at both of Wyoming's Utility Plants, giving us great confidence in their abilities. To maintain continuity, we have asked them to provide us with a scope of work and a cost to perform the services now required. Their total proposed cost for design, bidding assistance, programming, and construction assistance for both facilities is \$257,900.00, broken down to \$78,200.00 for the Low Service Pump Station and \$179,700.00 for the Gezon Pump Station.

Budget Impact:

Based on the information presented, it is recommended that the City Council accept the proposal received from Tetra Tech in the amount of \$257,900.00. Sufficient funds exist in the Water Treatment Plant Expansion Phase 2 Account #591-591-57300-986.444.



TETRA TECH

June 15, 2016

Transmitted Electronically

Mr. Tom Wilson
Wyoming Utilities Department
2350 Ivanrest
Wyoming, MI 49418

**Re: Wyoming WTP Low Lift Pumping Station
Proposal for Professional Services
Electrical Switchgear Replacement
Design, Bidding, Programming and CA Assistance**

Dear Mr. Wilson:

Pursuant to your request, we are pleased to provide the City of Wyoming a proposal for engineering design and bidding assistance services to replace the electrical distribution switchgear at the Wyoming WTP Low Lift Pumping Station to assure the station has a reliable power supply to serve the water treatment customers throughout Wyoming.

EXISTING CONDITIONS

The existing switchgear consists of a line-up of two mechanical key interlocked load interrupter switches, a feeder switch for powering the station 4160V-480V transformer, and across the line 4160V starters for low service pumps No's 1, 2, 4, and 5. These starters operate the six (6) low service pumps. Two of the starters have been recently re-wired to feed the two new variable frequency drives recently installed on low service pumps No. 3 and No. 6.

Power is fed from the newer Square D 5KV switchgear located in the carbon building electrical room on site near the low service pump station. That switchgear is powered by an overhead line by Consumers Energy or by an underground line from the main generator building.

Provisions currently exist for a portable generator to be connected to low service pump station switchgear for powering the station.

Tetra Tech

710 Avis Drive, Ann Arbor, MI 48108
Tel 734.665.6000 Fax 734.665.2570 www.tetrattech.com



A summary of the concerns are as follows:

1. Age of the existing switchgear.
2. Spare parts for the breakers and starters are difficult to obtain.
3. The existing starters do not match the current starter standard at high service
4. Modifications have been made to some of the switches over the years.

APPROACH

Based on our review of the switchgear, we recommend that this equipment be replaced in its entirety. The new equipment would be designed to match the recently designed and installed high service pump switchgear and standard drawing details developed during that design would be used to the fullest extent possible with this design. That would include details for electrical motor protection standards, starter circuits, valve control, and remote I/O rack within each starter interconnected to the existing low service control panels/SCADA system. Programmable Logic Controller (PLC) interconnections would be via Ethernet over fiber.

We base our recommendation for replacement of the switchgear on the following:

1. Reliability - In our opinion, the reliability of the equipment is in question. The primary gear has reached the end of its useful life. It is highly unlikely that this equipment will operate reliably for 5 years and beyond.
2. The cost of refurbishing the switchgear will be expensive and not last as long as new equipment.
3. The low voltage wiring and controls are obsolete. Modifying this wiring will be difficult and not as reliable as new equipment which would be factory wired.

SCOPE OF SERVICES

The detailed scope of engineering services is as follows:

Design

1. Requisition drawings of the existing switchgear, and background plans.
2. Inspect the switchgear and existing site conduit routing
 - a Verify that there are no protective relay coordination issues.
 - b Identify what field devices are needed for proper motor protection of the low service pumps.
3. Prepare preliminary plans and specifications



TETRA TECH

- a Produce detailed electrical design one-line drawings for the new switchgear.
 - b Develop the protective relaying schemes for bus protection, motor protection, feeder protection, and ground fault protection.
 - c Develop wiring schematics for the low service pumps, and associated equipment to match the high service pumps switchgear.
 - d Develop grounding details for the new equipment.
 - e Develop background drawing and floor plan drawings detailing out the switchgear location and necessary mounting details.
 - f Specify that the switchgear supplier provide a full electrical coordination and arc flash study that includes appropriate equipment labeling and training (if desired).
 - g Indicate in the wiring schematics the input/output points for integration to the current SCADA system.
 - h Develop a detailed sequence of construction for transition from the existing switchgear to the new switchgear.
4. Develop a preliminary opinion of probable cost.
 5. Submit plans and specifications to the City for review.
 6. Meet with the City and receive comments on the plans and specifications
 7. Revise the plans and specifications
 8. Perform quality control checking.
 9. Submit the final plans and specifications to the City.

Bidding

- Tetra Tech will assist the City of Wyoming in preparing front-end contract documents. We have budgeted a total of 8-hours for this task.
- Provide one (1) copy of the Contract Documents (engineering drawings and specifications) and any addenda, which may be issued to bidding service agencies, such as Dodge Reports. Additional sets required for bidding will be sold to bidders or others for a nominal fee approximately equal to the cost of printing and handling.
- Conduct one (1) pre-bid meeting, maximum of one (1) days at OWNERS office.
- Respond to questions and prepare and issue addenda as required to interpret, clarify or expand the bidding documents.
- Review and evaluate the apparent low bidder's qualifications for undertaking the work.
- Consult with and advise the City as to the acceptability of subcontractors and other persons and organization proposed by the prime contractor (hereinafter called "Contractor") of those portions of the work as such acceptability is required by the bidding documents.



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- Assist the City in evaluating bids and make recommendation of the award of the contract; and assist the City in obtaining the insurance, performance bond and payment bond certificates and other such submittal items required from the Contractor by the contract documents so that construction of the project can commence.

Programming

- Tetra Tech will modify the existing PLC programs to utilize new Allen-Bradley PLC's Input/output (I/O) or smart I/O that will be incorporated into the new switchgear.
- Tetra Tech will incorporate the General Electric Multilin protective relays associated with each pump into the SCADA system.
- Develop Wonderware graphic screens to display the power monitors/main breaker relays. Tetra Tech will program the system to monitor up to 10 parameters from each power monitor and GE Multilin relays.
- Develop a graphic screen to indicate the status of Main Breaker No.1, Main Breaker No.2, Tie breaker, and Main breaker No.3.
- Configure the IP addresses in the Allen-Bradley EWEB Ethernet interface cards, power monitors, main breaker relays, and verify proper integration to the existing plant network.

Construction Assistance

- Tetra Tech will conduct one onsite pre-construction meeting.
- Tetra Tech will provide 6-days of on-site construction verification to verify the contractor has installed and configured the components correctly.
- Tetra Tech will provide onsite start-up services to assist the City during installation and startup of the system. We have budgeted a total of 32-hours for an electrical engineer and 32-hours for a programmer to fully commission the software and verify the hardware.
- Tetra Tech will provide four (4) hours of formal onsite training.

SCHEDULE

We are available to start work within 21 days of the award of the contract.

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on a lump sum of:



Design	-	\$29,400
Bidding Assistance	-	\$7,000
Programming	-	\$19,300
Construction Assistance	-	\$22,500
Total	-	\$78,200

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the attached Standard Terms and Conditions.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

A handwritten signature in cursive script that reads 'Mick S. Jones'.

Mick S. Jones, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____

Electrical Switchgear Replacement Design, Bidding, Programming and CA Assistance



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation - as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.



TETRA TECH

June 15, 2016

Transmitted Electronically

Mr. Tom Wilson
Wyoming Utilities Department
2350 Ivanrest
Wyoming, MI 49418

**Re: Wyoming Gezon Booster Pumping Station
Proposal for Professional Services
Electrical Switchgear Replacement Design, Bidding, Programming and
Construction Assistance**

Dear Mr. Wilson:

Pursuant to your request, we are pleased to provide the City of Wyoming a proposal for engineering design and bidding assistance services to replace the electrical distribution switchgear at the Gezon Pumping Station to assure the station has a reliable power supply to serve the water treatment customers throughout Wyoming.

EXISTING CONDITIONS

Our Mr. Gene Jones visited the site on Tuesday March 24th, 2015 to meet with you and Wil Fleming to inspect the existing 4160V switchgear and to understand your concerns with this equipment. We understand that the Gezon Pump Station switchgear was installed around 1965.

A follow-up meeting occurred on May 3, 2016 and included discussions about adding a medium voltage Variable Frequency Drive (VFD) to pump No. 5, transformer replacement, upgrading the station security system, adding additional generator monitoring and enhancing the programming to include standards developed during the WTP upgrade project.

Tetra Tech
710 Avis Drive, Ann Arbor, MI 48108
Tel 734.665.6000 Fax 734.665.2570 www.tetrattech.com



TETRA TECH

The switchgear has two main breakers one fed from Consumers Energy and the second fed from a standby diesel generator located on site near the station. These breakers feed power to a line-up of seven (7) booster pump motor starters and one load interrupter switch which powers an indoor transformer for the low voltage station loads.

The booster pump starters have been modified several times over the years. Several of the pumps were originally synchronous motors, but now all motors and starter controls have been switched to standard induction motors.

Control of the booster pumps is done from an existing main control panel located in the control room near the high service pumps.

A summary of the concerns are as follows:

1. Age of the existing switchgear.
2. Level of motor protection
3. The motor starters and controls are unreliable due to recent failures. Lag pump(s) have not sequenced on properly due to recent control component failures with the starter/controls equipment.
4. Spare parts for the breakers and starters are difficult to obtain.
5. Location of manual control of the high service pumps.
6. Protective relay coordination between the existing motor starters, main breaker and generator breaker.
7. Numerous revisions to the switchgear over the life of the equipment and concerns over available documentation.

APPROACH

Based on our review of the switchgear, we recommend that this equipment be replaced in its entirety. The new equipment will be designed to match the recently designed and installed high service pump switchgear and standard drawing details developed during that design would be used to the fullest extent possible with this design. That would include details for electrical motor protection standards, starter circuits, valve control, and programmable logic controllers and associated input/output racks within each starter



interconnected with fiber optic cabling to the existing booster station/water plant SCADA system.

We base our recommendation for replacement of the switchgear on the following:

1. Reliability - In our opinion, the reliability of the equipment is in question. The primary gear has reached the end of its useful life. It is highly unlikely that this equipment will operate reliably for 5 years and beyond.
2. The cost of refurbishing the switchgear will be expensive and not last as long as new equipment.
3. The low voltage wiring and controls are obsolete. Troubleshooting is difficult. Correcting this wiring will be difficult and not as reliable as new equipment which would be factory wired.

SCOPE OF SERVICES

The detailed scope of engineering services is as follows:

Design

1. Requisition drawings of the existing switchgear, and background plans.
2. Inspect the switchgear
 - a Verify that there are no protective relay coordination issues.
 - b Identify what field devices are needed for proper motor protection of booster pumps.
3. Specify that the switchgear supplier provide a full electrical coordination and arc flash study that includes appropriate equipment labeling and training (if desired).
4. Investigate VFD feasibility, evaluate space limitations and design to add two VFD's.
5. Investigate/study and recommend which two pumps shall be designed with the new VFD's.
6. Prepare a written document indicating recommended pump combinations.
7. Design upgrades of the existing security camera system to include new security cameras (interior and exterior to station), new local video recording and high speed link to Hook tank, add camera to Hook tank site.
8. Design to add additional provisions to control and monitor the onsite generator.
9. Prepare preliminary plans and specifications
 - a Produce detailed electrical design one-line drawings for the new switchgear.
 - b Develop the protective relaying schemes for bus protection, motor protection, feeder protection, and ground fault protection.
 - c Develop wiring schematics for the existing booster pumps, and associated equipment.



- d Develop grounding details for the new equipment.
 - e Develop background drawing and floor plan drawings detailing out the switchgear location and necessary mounting details.
 - f Indicate in the wiring schematics the input/output points for integration to the current SCADA system.
 - g Develop a detailed sequence of construction for transition from the existing switchgear to the new switchgear.
 - h Develop specifications to replace the existing transformer.
10. Develop a preliminary opinion of probable cost.
 11. Submit plans and specifications to the City for review.
 12. Meet with the City and receive comments on the plans and specifications
 13. Revise the plans and specifications
 14. Perform quality control checking.
 15. Submit the final plans and specifications to the City.

Bidding

- Tetra Tech will assist the City of Wyoming in preparing front-end contract documents. We have budgeted a total of 16-hours for this task.
- Provide one (1) copy of the Contract Documents (engineering drawings and specifications) and any addenda, which may be issued to bidding service agencies, such as Dodge Reports. Additional sets required for bidding will be sold to bidders or others for a nominal fee approximately equal to the cost of printing and handling.
- Conduct one (1) pre-bid meeting, maximum of one (1) days at OWNERS office.
- Respond to questions and prepare and issue addenda as required to interpret, clarify or expand the bidding documents.
- Review and evaluate the apparent low bidder's qualifications for undertaking the work.
- Consult with and advise the City as to the acceptability of subcontractors and other persons and organization proposed by the prime contractor (hereinafter called "Contractor") of those portions of the work as such acceptability is required by the bidding documents.
- Assist the City in evaluating bids and make recommendation of the award of the contract; and assist the City in obtaining the insurance, performance bond and payment bond certificates and other such submittal items required from the Contractor by the contract documents so that construction of the project can commence.



Programming

- Tetra Tech will modify the existing PLC programs to utilize new Allen-Bradley PLC's Input/output (I/O) or smart I/O that will be incorporated into the new switchgear.
- Tetra Tech will incorporate the General Electric Multilin protective relays associated with each pump into the SCADA system.
- Develop Wonderware graphic screens to display the power monitors/main breaker relays. Tetra Tech will program the system to monitor up to 10 parameters from each power monitor and GE Multilin relays.
- Develop Wonderware graphic screens for each pump to display the following:
 - Starter control power on status
 - Selector switch in the SCADA position
 - Motor running
 - Pressure switch activated
 - Discharge valve opened
 - Discharge valve closed
 - Starter lockout
 - Emergency stop activated
 - Relay tripped
- Develop a graphic screen to indicate the status of Main Breaker No.1, Main Breaker No.2, Tie breaker, and Main breaker No.3.
- Program pump interlocks when station on generator power.
- Configure the IP addresses in the Allen-Bradley EWEB Ethernet interface cards, power monitors, main breaker relays, and verify proper integration to the existing plant network.
- Reprogram the existing PLC control logic to incorporate the PLC and HMI logic standards developed during the WTP upgrade project.

Construction Assistance

- Tetra Tech will conduct one onsite pre-construction meeting.
- Tetra Tech will provide 10-days of on-site construction verification to verify the contractor has installed and configured the components correctly.
- Tetra Tech will provide onsite start-up services to assist the City during installation and startup of the system. We have budgeted a total of 80-hours for an electrical engineer and 60-hours for a programmer to fully commission the software and verify the hardware.
- Tetra Tech will provide four (4) hours of formal onsite training.



TETRA TECH

ASSUMPTIONS

- City to make available pump performance curves for each pump.

SCHEDULE

We are available to start work within 21 days of the award of the contract.

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on a lump sum of:

Design	-	\$64,900
Bidding Assistance	-	\$8,700
Programming – switchgear/standards upgrade	-	\$59,400
Construction Assistance	-	\$46,700
Total	-	\$179,700

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the attached Standard Terms and Conditions.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

Mick S. Jones, P.E.
Senior Project Manager
Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____

Electrical Switchgear Replacement Design, Bidding, Programming and Construction Assistance



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation -- as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CHANGE ORDER FOR
THE INSPECTION AND REPAIRS OF TWO CENTRIFUGES LOCATED AT
THE WATER TREATMENT PLANT AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE CHANGE ORDER

WHEREAS:

1. On February 15, 2016 the City Council authorized inspection and repairs of two centrifuges located at the Water Treatment Plant via Resolution #25366 to GEA Westfallia Separator Division.
2. As detailed in the attached Staff Report centrifuge number 2 had unseen damage increasing the total cost to complete the repairs at an additional estimated amount of \$25,698.10.
3. Sufficient funds are available in the Water Treatment Plant Repairs and Maintenance Account #591-591-55300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Change Order for the inspection and repairs of two centrifuges located at the Water Treatment Plant in the total estimated amount of \$25,698.10.
2. The Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the Change Order.

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 July 18, 2016.

ATTACHMENTS:

Staff Report
Repair Estimate

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: July 7, 2016
Subject: Centrifuge Repair, Water Treatment Plant
From: Tom Wilson, Utility Maintenance Manager
Date of Meeting: July 18, 2016

RECOMMENDATION:

It is recommended that the City Council approve an additional cost of \$25,698.10 to pay for unforeseen items that need to be replaced to complete the necessary repairs of the rotating assembly of one of the plant's solids dewatering centrifuges.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Water Treatment 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:

City Council Resolution #25366 authorized the inspection and repair of the Water Treatment Plant's two centrifuges by GEA Westfalia Separator Division (the manufacturer) for a total of \$75,000.00. Centrifuge No. 1 was inspected and repaired and has been placed back into service. The cost of this work was \$36,344.07, leaving a remaining \$38,655.93 for repair of Centrifuge No. 2. Upon satisfactory installation of Centrifuge No. 1, unit No. 2 was also sent to the manufacturer for inspection and service. As seen by the attached quote from the manufacturer, the cost of repair to bring this centrifuge back into factory specification is \$59,354.03. The increase in cost is due to unseen damage to parts such as the drive shaft and bearings. The cost for repair of Centrifuge No. 2 is obviously above the already-approved amount by an additional \$20,698.10. It is our recommendation that Council now approve this amount *plus an additional \$5,000* for potential unforeseen repairs, thereby eliminating the need to return to Council for some minor additional costs that may arise.

BUDGET IMPACT:

The revised quote to repair Centrifuge No. 2 is \$59,354.03, which is an additional \$20,698.10 above the original quote. Since we are also recommending preparing for additional minor expenses by approving another \$5,000.00 for this repair, **the total budget impact for this request is \$25,698.10.** Adequate funds exist in the Water Treatment Plant Repairs & Maintenance Account #591-591-55300-930000.



GEA Mechanical Equipment US. Inc.
GEA Westfalia Separator Division

100 Fairway Court
 Northvale, NJ 07647
 Phone (201) 767-3900
 Fax (201) 784-6485

To: City of Wyoming	Customer No.: 14240017	From: Waly Niane	
Attn.: Rick Velderman	Email: rvelderman@wyomingmi.gov	E-Mail: Waly.Niane@gea.com	
Phone: 616-399-7847	Fax:	Tel.: 201-784-4390	Fax: 201-784-6485
Repair Estimate: Westfalia Decanter Model UCC458 Rotating Assembly SN 8005-523 WSUS Repair No.1652.628.190		Date: May 26Th, 2016	total page(s): 4

GEA Westfalia Separator is pleased to present the following repair estimate for your review and approval. All repairs, as detailed below, require authorization prior to implementation.

Scroll Assembly s/n 8005-523:

All scroll repairs are covered under a special Warranty Repair Agreement and are No Charge to the customer. For all scroll repair details please contact Steve Kadden directly at 201-784-4384. (Reference SO#656.595.692)

Bowl Assembly; s/n 8005-523:

Replace all bearings, gaskets and seals. Re-tap all threaded holes and remove all rust. Re-stamp and paint.

- Bearing hub 8176-6521-190294/2: clean up scratches on seat. Clean up galling and mechanical damage.
- Bowl shell 8175-6605-050 37/2: ribs show minimal damage and wear. Clean up galling, slight washout and discoloration.

Primary Gear SN# 1630 C8 2G3

- Gear Flange 8175-3365-140: in serviceable condition.
- Housing 8175-3261-070: in serviceable condition.
- Drive shaft 8175-3400-070: in serviceable condition.
- Driven shaft 8175-3415-080: splines are worn out. Replace shaft.
- Circular housing 8175-3443-040: in serviceable condition.
- Bearing cover 8175-3375-210: in serviceable condition.
- Supporting disc 0026-2479-170: in serviceable condition.
- Washer disk 8175-3305-080: in serviceable condition.

Secondary gear SN DE0265596

- Circular housing 8175-3366-100: in serviceable condition.

Midwest Office 1707N Randall Rd Suite 355 Elgin, Illinois 60123 Phone: (603) 503-4700 Fax: (630) 503-4701	South Office 4725 Lakeland Commerce Pkwy #14 Lakeland, Florida 33805-7666 Phone: (863) 669-1500 Fax: (863) 669-1602	Southwest Office 2408 Timberloch Place, C-4 The Woodlands, Texas 77380 Phone: (281) 362-1000 Fax: (281) 362-8070	West Office 555 Baldwin Road Patterson, California 95363 Phone: (209) 895-6300 Fax: (209) 895-6301
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- Drive rollers 8173-3263-030: worn out; replace.
- Outer rollers 8175-3263-060: in serviceable condition.
- Set of cam discs: replace.
- Intermediate ring 8175-1469-060: in serviceable condition.
- Bearing cover 8404-3375-060: in serviceable condition.
- Driven shaft 8404-3415-010: in serviceable condition.
- Drive shaft 8175-3400-030: in serviceable condition.
- Housing 8175-3261-060: in serviceable condition.
- Gear flange 8175-3365-060: with slight mechanical damage: use as is.

- V-belt pulley 8404-3352-010: clean up mechanical damage on seal area and repaint.
- V-belt pulley 8404-3352-130: in serviceable condition; repaint.
- Flat belt pulley 8175-3479-000: in serviceable condition; repaint.
- Speed pick up 8175-6473-150: with slight contact marks, use as is.
- Ring 8175-2218-160X2: in serviceable condition.
- Bushing 8175-3404-080: remove rusting.
- Bushing 8175-3404-090: clean up rusting and mechanical damage.
- Bushing 8175-3404-120: with slight contact marks use as is.
- Bushing 8175-3404-120 #2: replace due to deep groove from seal.
- Solids side bearing housing 8175-3136-020: in serviceable condition.
- Liquid side bearing housing 8175-3136-030: in serviceable condition.
- Guard ring 8175-6757-240: clean up contact marks and slight burr.
- Guard ring 8175-6757-050: clean up contact marks and slight burr.
- Ring 8175-6592-020: in serviceable condition.
- Splash guard ring 8176-6530-000: in serviceable condition.
- Guard plate 8176-1191-040: in serviceable condition.
- Ring 8176-1157-000: in serviceable condition.
- Washer disk 8175-6473-010: in serviceable condition.
- Regulating plates 8176-6629-000: in serviceable condition.
- Washer disk 8175-6473-010: in serviceable condition.
- Feed tube 8176-2705-100: in serviceable condition.
- Hard metal bushing: in serviceable condition.
- Ring 8175-2218-010: in serviceable condition.
- Bearing cover 8175-3375-020: in serviceable condition.

Labor:

Disassembly, cleaning, dye testing and inspection.
Repair of gears, re-assembly of rotating assembly, and packing.

Labor Sub-Total: \$7,955.00

Parts:

Parts Sub-Total: \$51,399.03

Repair Total: \$59,354.03

Terms – Net 30 Days. All pricing in U.S Dollars. Estimate: Valid for 30 days.

Please forward a copy of your purchase order, include our **WSUS Repair No. 1652.628.190** the model no., and serial no. as part of your purchase order. The repair of your rotating assembly will begin upon receipt of your purchase order. We will then order the necessary parts from our factory in Germany. As soon as the factory confirms the estimated delivery of these parts, we will advise you. It will take approximately 6-8 weeks after receipt of all components to complete the repair.

Shipment Terms: FOB Northvale, NJ pre-paid and add.

Shipment will be via regular truck and will be billed at cost. Shipment costs are not included in above estimate. If other arrangements are required, they must be requested in writing, at time of order placement.

Disposal of Non-serviceable Parts

Any part determined as non-serviceable, per our inspection, shall be identified on our estimate for repair. Unless purchaser designates otherwise in writing, at time of order placement, purchaser authorizes Westfalia Separator to dispose of these non-serviceable parts.

Terms & Conditions:

Goods and Services provided in accordance with GEA Mechanical Equipment US, Inc. Standard Terms and Conditions. Copy is available upon request. Issuance of a Purchase order shall constitute unqualified acceptance of all the Terms and Conditions of this Order.

This is an estimated cost to repair based on our evaluation at this time. Occasionally, during the course of repair, additional deficiencies are detected that may not have been visible during our evaluation. If during the course of repair we encounter additional areas that based on our judgment will need to be repaired, we will do so without requesting additional authorization up to an amount equal to 10% of the total order value. If the additional costs exceed the 10% allowance, you will be notified of the total increased cost.

By accepting the terms of our estimate you agree with our repair allowance stated above without requiring additional authorization. If you do not accept these terms as stated, please contact us immediately so we can initiate the proper control points in handling your order.

Should the rotating assembly be returned un-repaired there will be a \$5,000.00 inspection and handling fee plus freight.

Best Regards,
Waly Niane
Repair Dept.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM
RUBICON ENVIRONMENTAL SERVICES, LLC
TO PROVIDE MATERIALS AND LABOR FOR THE
AERATION BASIN DIFFUSER REPLACEMENT PROJECT

WHEREAS:

1. As detailed in the attached Staff Report, Rubicon Environmental Services, LLC has provided a quotation to provide materials and labor for the aeration basin diffuser replacement project.
2. It is recommended the City Council accept the quotation in the amount not to exceed \$114,750.00.
3. Funds for the materials and labor for the aeration basin diffuser replacement project will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quotation from Rubicon Environmental Services, LLC to provide materials and labor for the aeration basin diffuser replacement project in the amount not to exceed \$114,750.00.
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.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 18, 2016.

ATTACHMENTS:
Budget Amendment
Staff Report
Invoices

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: July 11, 2016

Subject: Aeration Basin Improvements – Fine Bubble Diffuser Installation

From: Jon Burke, CWP Superintendent

Date of Meeting: July 18, 2016

RECOMMENDATION:

We recommend that City Council approve the quote from Rubicon Environmental Services, LLC to provide labor and services for the aeration basin diffuser replacement project. The total cost of the installation work will not exceed \$114,750.00.

SUSTAINABILITY CRITERIA:

Environmental Quality – The aeration system at the Clean Water Plant is the main means of removal of treatable loading in the City’s wastewater. The more efficient the operation, the more the environment can be safeguarded.

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.

Economic Strength – Efficiency of treatment has a direct impact on cost. By improving the efficiency of this treatment system, the costs to run the system will be lowered. Even a modest increase in efficiency can reduce electrical power costs by thousands of dollars a month.

DISCUSSION:

City Council Resolution No. 25237 dated September 8, 2015 authorized the Clean Water Plant to enter into an agreement with Donohue Engineering to study the efficiency of the Plant’s aeration system. That study was completed and Donohue Engineering presented us with their recommendations. Based upon those recommendations, the Clean Water Plant entered into an agreement, via Resolution No. 25424 dated April 18, 2016, with Donohue Engineering to provide oversight and engineering services for the aeration basin improvements. The most immediate need identified by the Donohue study was to address a loss of efficiency in the aeration basins’ air diffuser heads. Replacement of the existing ceramic diffusers with rubber membranes will reduce energy costs immediately, and extend the useful life of the basins into the future.

There was a bid opening on June 7, 2016 to cover the materials and installation costs for this project. The only bid we received was determined to be excessively high. The bid was formally rejected via City Council Resolution No. 25494 dated June 20, 2016. As we investigated other options for the installation of the diffusers including the option of having the installation work completed by Clean Water Plant staff, the purchase of the materials for this project was authorized by City Council via Resolution No. 25495 dated June 20, 2016. The materials will be delivered by the end of July.

It was estimated that it would take the majority of our maintenance staff about three weeks to complete this work. Due to an already heavy work load this summer, we thought that pulling that much staff from other projects already under way was not in our best interest. Donohue Engineering recommended that we contact Dave Redmon, an expert in the aeration field as well as the individual that completed our performance testing for us this past winter. Through Dave Redmon, we were able to obtain a quote from Rubicon Environmental Services, LLC to perform the work. Dave will also be part of the work crew and will be present during the entire diffuser replacement project.

BUDGET IMPACT:

A budget amendment moving funds from the Sewer Fund's Working Capital to the Sewer Fund Capital Outlay Plant Expansion Phase 2 Account #590-590-54400-986.444 is necessary for completion of this project.

Attachment:

Quote from Rubicon Environmental Services, LLC

RUBICON ENVIRONMENTAL SERVICES, LLC
189 N. LAPHAM STREET
OCONOMOWOC, WI 53066
Phone: 920-988-7756 Email: markraether@rubiconenviro.net

RES Quotation: #16-2927R

Date: July 7, 2016

Site: Wyoming WWTP – Wyoming, MI

Service: Fine Bubble Diffuser Replacement

Item #1: Scope of Services (3 Basins) for Diffuser Replacement – Ceramics with Membranes

The following is a list of materials and services proposed for the diffuser replacement in three (3) Aeration Basins at the Wyoming WWTP site. Each Aeration Basin contains two (2) Zones with a total of five (5) Aeration Grids containing 5,100 – 9” ceramic disc diffusers. The total number of diffusers to be replaced is approximately 15,300. Two (2) site visits are required to complete the diffuser replacement. The first site visit will be for diffuser replacement in one Basin (5,100 diffusers) and the second site visit will be for diffuser replacement in the last two Basins (10,200 diffusers). The furnished materials & work with a crew of seven (7) will include:

- **Supply & shipment of the 15,300 – 9” Membrane Diffusers and Subplates by others.**
- Removal of the existing ceramic disc diffusers.
- Installation of new membrane diffusers, new subplates and the existing diffuser retainer rings. Silicone grease application on existing retainer rings as needed.
- Removal of removed diffusers from basin with disposal of diffusers and related debris by others.
- Correction of minor damage to existing aeration grids. This will involve the replacement of broken PVC piping, damaged diffuser holders or fixed joints that have been damaged and modification of any SS support parts that have come disconnected.
- **Note: Major damage will involve a separate work order.**
- Leak and level testing of Grids after tank filled with water (1” over diffusers) and blowers activated. It is anticipated that water will be pumped into the basin and the leak and level test conducted soon after diffuser replacement completion.
- Assistance to operators in restart of the aeration system.
- Preliminary operator training will be conducted if requested.
- Supply all necessary tools for work described below (access ladders by others).
- Field Service Report detailing all observations, instructions and necessary corrections submitted within three (3) weeks of work completion.

Notes:

1. The draining and cleaning of the Aeration Basins will be by others.
2. Pallets of new membrane diffusers and PVC subplates to be located near the Aeration Basin to be worked in.
3. Disposal of the removed diffusers and related debris will be by others. Disposal dumpster to be located near Aeration Basins and provided by others.
4. All parts for installation and correction to be supplied by RES.
5. Ladders for access to the aeration basins will be by the City.
6. Plant operators to fill the Aeration Basin for leak test upon request. Based on previous work, the Basin filling should take approximately 3 hours.
7. Some assistance (minimal) will be required by the plant operators as work progresses within the Aeration Basins.

ITEM #1 Quotation:

Material & Crew of seven (7) on site for all work stated above. **\$114,750.00***

Total Price = \$114,750.00 Lump Sum

* Expenses included - travel to site, rental car, lodging, meals, etc.

Note: Payment terms for this quotation are "net 30 days" per Invoice.
\$40,000 due upon completion of diffuser replacement in the first Basin.
\$74,750 due upon completion of diffuser replacement in the last 2 Basins.

Suggested Schedule – Based on Purchase Order by August 15, 2016:

First Basin (5,100 Diffuser Replacement) – Mid to End September 2016
Second 2 Basins (10,200 Diffuser Replacement) - End October 2016

Respectfully submitted,

Mark Raether, P.E.
Rubicon Environmental Services, LLC

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM VERIZON WIRELESS FOR THE PURCHASE OF SMARTPHONES WITH CASES AND MONTHLY SERVICE AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report it is recommended the City Council authorize the purchase of ninety-four smart phones from Verizon in the total amount of \$18,799.06 using GSA-Federal Supply contract pricing.
2. Verizon will give a new activation credit on each phone in the amount of \$100.00.
3. It is recommended the City Council authorize the purchase of ninety-four cases in the total amount of \$3,524.06.
4. It is recommended the City Council accept monthly service at a cost of \$48.07 per phone using GSA-Federal Supply contract pricing.
5. Sufficient funds for the purchase are available in the Police-Patrol-Communications Cellular Phone account number 101-305-31500-850100.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quotation from Verizon for the purchase of ninety-four smartphones and cases in the total amount of \$22,323.12
2. The City Council does hereby accept a quotation from Verizon Wireless for monthly service in the total estimated yearly amount of \$54,222.96.
3. 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.
4. The City Council does hereby authorize the Mayor and City Clerk to execute the monthly agreement with Verizon and authorizes the City Manager to authorize future renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quotation

Resolution No. _____

STAFF REPORT

Date: July 12, 2016
Subject: Cell Phone Service Contract
From: Capt. Kim Koster
Meeting Date: July 18, 2016

RECOMMENDATION:

I respectfully recommend that the City Council approve the Department of Public Safety's expenditure of funds, totaling \$67,146.08, for the purchase of ninety-four Verizon Smartphones and the required monthly service contract. The Smartphones will be issued to all sworn police officers along with members of the Forensic Science Unit.

SUSTAINABILITY CRITERIA:

Environmental Responsibility – This criterion is not significantly impacted by this decision.

Social Equity – This criterion is not significantly impacted by this decision.

Economic Strength – An appointed cell phone committee worked hard at attempting to identify a workable strategy for integrating cell phones that have the capabilities needed while also remaining practical and fiscally responsible. Allocating the funds to equip our personnel with smartphone technology will be a worthwhile investment.

DISCUSSION:

Approximately one year ago, the Department of Public Safety created a committee that was tasked with researching cell phone technology. For the past decade, sworn officers have been provided with department-owned “flip phones” which are now outdated and offer limited capabilities compared to the Smartphone technology available today.

The committee reported that many officers are now using their personal phones at work for functions and features not available on their department-issued phones. This causes concern because it exposes the officers and their personal information on their phones to potential FOIA requests as well as the discovery process in criminal and/or civil cases.

The cell phone committee noted that “technology has been moving and continues to move in the direction of Smartphone technology. Smartphones open up several possibilities as far as additional capabilities that would accomplish several things in broad terms; increase communication possibilities, eliminate the need for existing equipment, provide options for new levels of customer service (either directly or as time-savers that would allow the time saved to be allocated to other initiatives).”

Although the exact and ongoing benefit(s) of moving to smartphones cannot be quantified due to the fact that the capabilities of these phones and apps are ever changing and ever improving, the committee has been able to identify numerous benefits of issuing smartphones (owned and controlled by the department), for improving efficiency and effectiveness in the work that we do. Some of those benefits are:

- Smart phones would be able to help distribute photos in real time; of missing persons, wanted subjects, etc. The court would prefer photos of drivers without an operator's license to be emailed to them directly so that they can attach the photos to the corresponding citation. The texting of photos of wanted subjects, vehicles, associated persons is the optimal way information is distributed that cannot be transmitted over the radio. The usefulness for our officers in this area alone cannot be overstated. *Officers currently use digital cameras assigned to each patrol vehicle with memory/SD cards which lack adequate storage capabilities, are outdated, easily damaged, and costly to replace. The benefits of having immediate access to basic tools like a camera and internet are immeasurable.*
- An improvement in our ability to receive photos from victims of crimes who do not have cell service, often they are only able to transmit photographs via apps. These photos are sometimes of injuries they sustained prior to coming in to make a police report or evidence of online activity that has since been destroyed (screen shots).
- Smartphone cameras will replace our current digital cameras which have become antiquated. These cell cameras can be efficiently utilized to preserve a crime scene that may be at risk of being changed, damaged, or lost (i.e. weather, medical personnel, traffic, etc.). *There are 30 assigned to the Patrol Division and 3 cameras assigned to the Investigative Division at a cost ranging from \$77 to \$150 per camera. Along with the cost of maintaining cameras, each officer/detective is assigned a memory card that has to be compatible with every digital camera we have. The cost to replace current SD cards is approximately \$40 per card and they are difficult to find to purchase because they are nearly obsolete.*
- Officers also have the ability to utilize the group text function, which can assist on critical incidents where each member can monitor the manpower situation, so that the appropriate number of people can respond to the scene or to the Police Department. This is a tool that command officers who are issued smartphones have utilized on several, recent critical incidents.
- Crisis Negotiators would have a wealth of information and at their fingertips to assist in gaining information to be used during a mission. They would also be able to utilize the drop box app and preload our most critical information.
- When a detective goes to the jail to interview a person either victim or suspect, they do not always have a digital camera. Sometimes, the subject will unexpectedly report how they were injured during an incident and smart phones would allow the detective to document those injuries reliably and know that they would always have them with them. *Although these instances have not been tracked internally, smart phone technology continues to impact and change how we do our job. Having the ability to take a picture and text/email to another detective in real time can significantly impact the course of an investigation. In a recent homicide investigation, for example, detectives were interviewing a suspect while other detectives were searching the same suspect's home. Evidence was located by the detectives in the home they were searching and they quickly photographed and then emailed the photograph to the detectives doing the interview. The picture of the evidence was shown to the suspect during the interview and he almost immediately confessed.*

- When the Forensic Science Unit (FSU) is not available photographs can be taken and submitted to FSU via secure apps designed to preserve chain of custody. *Although we cannot quantify (because we have not tracked) how often officers take their own photographs in lieu of FSU, this report clearly rationalizes that having a camera readily available would be invaluable for our personnel.*
- Other photo apps imprint each photo with the time/date/ and GPS location that the photo was taken.
- Checking a Pill Imprint (drug identification) an officer would be able to determine the proper schedule of the drug located and seek the proper charge. There are also suicides or suicide attempts, CSC's, overdoses, and mental subjects where it would be helpful not only to identify what type of drug they have, but also its side effects. *This is a benefit that is not currently available to investigators unless they use their personal phones.*
- The Hazardous Materials Handbook App, WISER, could be utilized, which was shown to us by Wyoming Fire Department personnel during HazMat training last year.
- Google Translate may be able to get enough critical information sent out until someone bi-lingual arrived.
- The person in charge of subpoena service could send photographs of subpoenas to officers as soon as they are received. Subpoenas that need to be served to officers often come in with a short notice for court appearance. This would be a more reliable way of communicating with them, as well as quicker than her searching out their personal number to call them and let them know a subpoena was placed in their mailbox.
- A smart phone would allow officers to make the most of any down time (court) by having the ability to do work on their phones.
- GPS would allow an officer to be located and this would act as a safety feature. GPS can be utilized for assisting other departments that are asking for assistance, out of City prisoner pickups and follow up out of the City having a mapping system is a necessity.
- With the iPhone there is a feature built into every phone that has app with a heart. Each officer can list meds, emergency contacts or other medical alerts that may have to be utilized in a situation in which the employee is unresponsive. This application can be accessed on the lock screen during emergency medical issues.
- Smartphones can be synced with Outlook Calendars and email. Officers currently cannot send or receive e-mail on their phones. Smartphones have this capability and this would increase our ability to communicate internally as well as externally.
- The smartphone has a note pad app that allows you to type a phone number or quick notes.
- If an interview needs to be done away from the building and needs to be recorded this is an important tool that patrol and the DB can utilize during their investigation.
- Today's teens rarely talk on the phone, but they text, Snapchat, tweet, Facebook and Kik to communicate. When looking for a subject, checking their social media often provides more information on their location and activities. We may be moving toward a time where certain officers will communicate with the public via social media and smartphones would accommodate this. This tool was recently used on a negotiation with a barricaded, teenage homicide suspect.
- Dictionary App.
- Not only can the contact list be broken down into groups (WYPD), but can also list other department numbers in a different group (Court, Fire, IT). The prosecutor's phone number, victim witness, City Attorney, CAC, YWCA nurse examiner, The Bridge, LEIN, Dispatch, language line, CPS, all can be programed into the phones.

- Officers can be more accessible for being called in when off duty.
- Preparing our agency for future increase in social media use (i.e. tweet-a-longs, PR events, public notifications of critical incidents, etc.).

VENDOR SELECTION:

The committee considered two vendors who would meet our needs in terms of pricing, coverage and reliability. After comparing the two services, the committee recommended that we contract with Verizon.

Service Plan	Verizon	Sprint
Monthly Service Contract	\$54,222.96	\$56,388.00
37,600 shared minutes		
Free Mobile to Mobile calling		
Unlimited Nights/Weekends		
Unlimited Messaging		
Unlimited Data		

Phones/Cases	Each Price	Total for 94	Each Price	Total for 94
Apple iPhone 6s 4G LTE 16GB	\$199.99	\$18,799.06	\$99.99	\$9,399.06
Activation Fee Credit for New Activation on a 4G Smartphone	\$(100.00)	\$(9,400.00)		
Final Cost after Activation Credit	\$ 99.99	\$ 9,399.06	\$99.99	\$9,399.06
Otterbox Defender Series for iPhone 6s	\$37.49	\$ 3,524.06		
Total Cost for Phone and Case		\$ 12,923.12		

BUDGET IMPACT:

If approved, the necessary funds are available in account number 101.305.31500.850.100 (Police-Patrol-Communications Cellular Phones).



National Government Wireless Sales & Operations
7600 Montpelier Road
Laurel, MD 20723
800-295-1614

Response to Request for Quotation: GSA-Federal Supply Schedule (GS-35F-0119P)

Date: July 5, 2016

Sales Representative: Thomas Ditmar
Government Account Executive
Verizon Wireless
2163 University Dr
Ste 140
Okemos, MI 48864
Phone: (517) 614-6140
Email: thomas.ditmar@verizonwireless.com

Customer: Captain Kip Snyder
City of Wyoming Police Department
2300 DeHoop SW
Wyoming, MI 49509
Phone: (616) 530-7329
Email: snyderk@wyomingmi.gov

Response to Request for Quotation includes:

- (1) Service and Equipment Quotes;
- (2) Service Rate Plans;
- (3) Calling Features;
- (4) Regulatory Surcharges and Fees;
- (5) Coverage Map; and
- (6) Equipment

1.0 Service and Equipment Quotes

Service pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the General Services Administration (GSA) Federal Supply Schedule Contract No. GS-35F-0119P. Coverage, service and offers not available in all areas. Full terms and conditions, along with additional pricing plans offered by Verizon Wireless can be found on the GSAAAdvantage.gov Internet website. Prices quoted do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

Calling Plan

Calling Plan	Number of Lines	Number of Minutes	Monthly Charge Per User (ea.)	Total Base Monthly Charge*	Total Base Charge for One Year*
Domestic America's Choice for Government Voice and Data Plans 400 with Pooled Minutes	94	400 Pooled Domestic Voice Minutes, Domestic Nights and Weekends Unlimited, Unlimited Domestic Mobile to Mobile Minutes, Unlimited Domestic Push to Talk, Unlimited Domestic Data Allowance for Email, and Unlimited Domestic TXT/PIX/FLIX Messages	\$48.07	\$4,518.58	\$54,222.96

*Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.

All quotes contained in this proposal are subject to the terms and conditions of the GSA-FSS Contract. Your account must be in good-standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved Federal contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

Equipment (Open Market)

Equipment	Quantity	Full Retail Price (ea.)	Discounted Price (ea.)*	Promotional Offer	Discounted Price (ea.) after additional promotional offer	Total Discounted Price
Apple iPhone 6s 4G LTE 16GB	94	\$649.99	\$199.99**	N/A	\$199.99	\$18,799.06
OtterBox Defender Series for iPhone 6/6s 77-52194	94	\$49.99	\$37.49	N/A	\$37.49	\$3,524.06

***All applicable discounts have already been applied.**

****Verizon Wireless is pleased to offer the following incentive credits:**

\$100 for new line activations on a 4G Smartphone device with a rate plan of \$34.99 or higher. This offer expires 09/30/16.

The credits will be applied to your bill after the equipment purchase is processed (generally 1-2 bill cycles). This offer applies to port-ins and new line activations on 4G Smartphones. This offer requires the purchase of a wireless device. Customer Provided Equipment (CPE) service-only activations are not eligible. The lines of service ported-in or activated cannot be suspended or changed to a non-qualifying rate plan after port-in or activation. This offer cannot be combined with any other credit offers. In order to be eligible for any or all of these credits the associated task order must have a minimum period of performance of 12 months.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 09/30/16 for new cellular service activations and eligible equipment upgrades. None of the listed equipment are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to BPAs, or individual task or delivery orders). Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

To the extent that Verizon Wireless provides wireless products to your agency, such products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.

Cellular Accessories (Open Market)

Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette lighter adapters, headsets and leather cases may be available at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for discountable accessories.** Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.VerizonWireless.com.

2.0 Service Rate Plans

Activation Fees and Early Termination Fees are waived for Government Subscribers

a. Voice and Data Bundles

(Domestic) America's ChoiceSM for Government Voice & Data Plans			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Domestic AC for Government Voice & Data Plans:	400 Minute Voice/Data Bundle	600 Minute Voice/Data Bundle	1000 Minute Voice/Data Bundle
Domestic Anytime Voice Minutes Per Month	400	600	1000
Monthly Access Charge (non-pooled minutes)	\$46.15	\$58.64	\$70.19
Monthly Access Charge (pooled minutes)	\$48.07	\$60.57	\$72.11
Overage Rate	\$0.25 per minute		
Domestic Data Allowance for Email	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Domestic Text/PIX/FLIX Messages	Unlimited		
National Access Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle.

3.0 Calling Features

Calling Features				
Calling Plan Features are not eligible for any additional discounts				
Included Features (no additional monthly fee)	Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger††, and 411 Connect ^{SM†} (Airtime and other charges may apply.)			
The following features may be added to calling plans as identified below.				
Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
TXT Messaging & Enhanced TXT Messaging³	\$2.99 (100 TXT msgs. included)	\$4.99 (250 TXT msgs. included)	\$7.99 (600 TXT msgs. included)	\$10.00 (Unlimited TXT/PIX/FLIX msgs. included)
	\$0.02 per additional inbound message / \$0.10 per additional outbound message per address			
Enhanced TXT Downloads³	\$0.99 per Monophonic TXT Download		\$1.99 per Polyphonic or Graphic TXT Download	
Get Pix - Picture Messaging⁴	\$2.99 (20 picture messages included)		\$4.99 (40 picture messages included)	
	\$0.25 per additional message			
Mobile Web by VZW with MSN⁵	<p>\$4.99 Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. †Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries.</p> <p style="text-align: right;">\$6.95 (100 Included Messages)/ \$8.95 (200 Included Messages)/ \$12.95 (600 Included Messages)</p>			
GSM International Roaming⁶ Global Phone	Zone 1 Countries		\$0.69/ minute	
	Zone 2 Countries		\$1.99/ minute	
Verizon Wireless International Long Distance Value Plan			\$3.99 plus applicable airtime and long distance charges	
Mobile Unified Communications			\$7.00 per month per user. Downloaded through VCAST Apps Storefront. Select Smartphone devices only.	
<p>Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. ²Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. ³TXT Messaging terms and conditions apply. ⁴Get Pix terms and conditions apply. ⁵Mobile Web terms and conditions apply. ⁶Global Phone terms and conditions apply and require the Global Phone handset. Please contact your Verizon Wireless representative for the most current offer.</p>				
Navigator	\$9.99 Monthly plus airtime charges (airtime charges are incurred during downloading, rerouting, and point of interest lookup).			
	<p>VZ Navigator is a downloadable Get It Now application (located under get GOING) allowing Customers to get audible turn-by-turn directions, find nearby points of interest, and map their location on select handsets. VZ Navigator uses the Location Based Services (LBS) platform. VZ Navigator is only available on new <u>LBS Compatible Handsets</u> <http://www.getitnow.vzwshop.com/index.aspx?id=news_going_details&appId=4754&bhcp=1>. VZ Navigator is available while Customers are on the National Enhanced Services Rate and Coverage Area. VZ Navigator is not available while roaming. VZ Navigator uses GPS, which has variable degrees of accuracy. Margin of error will vary based upon location, visibility to satellites, atmospheric conditions and other factors. For this reason, Verizon Wireless is unable to make any guarantees or representations regarding the accuracy of VZ Navigator.</p>			

Verizon Wireless Terms and Conditions

Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans

Calling Plans and Associated Charges: Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features

Call Waiting ^{1,6}	Three Way Calling ^{1,6}
Call Forwarding ⁶	No Answer/ Busy Transfer ⁶
Caller ID ^{2,6}	Basic Voice Mail ^{3,6}
411 Connect SM ^{4,6} (Directory Assistance)	Basic TTXt Messaging ⁵

¹Airtime charges apply to all calls simultaneously.

²When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

³Airtime charges apply to message retrieval.

⁴411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

⁵TXt Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address. TXt message charges are subject to change.

⁶Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan.** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus

the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

Mobile to Mobile: Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.*

Night and Weekends: Applies to calls made in a calling plan's home rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

*NOTE: If both Night and Weekend and Mobile to Mobile minute allowances apply to a given call, Mobile to Mobile minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a TXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

V Cast VPak: Subscription to V Cast VPak and V Cast capable Equipment required. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, monthly access to Mobile Web 2.0, and unlimited airtime for Get It Now. Premium video clips are available for an extra charge. V Cast Alerts are sent as TXT Messages and are subject to TXT Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks or; (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com

Mobile Web: Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, terms and conditions. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.

International Roaming (Global Phone): Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute and only in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

VZAccess and VZEmail (Mobile Broadband & Data Services)

VZAccess and VZEmail Calling Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO/4G) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is

occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred, and to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. **Verizon Wireless will limit throughput of data speeds should 5GB of data be used within a given bill cycle.** Anyone using more than 5 GB per line within a given bill cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

VZEmail Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)):

Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may

be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Mobile Broadband Machine-to-Machine plan sharing option, Multi-Account Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans on the same profile, in the same usage group. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines on the same profile. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: 1A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts.

Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers: (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing

system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

4.0 Regulatory Surcharges and Fees

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice. Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The rate for the quarter beginning – April 1, 2016 is 4.49% of the following items:

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

The FUSC on other separately billed interstate and international long distance charges is 17.9%.

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

Regulatory Charge

The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The Regulatory Charge is a flat charge of \$0.16 per Mobile Telephone Number (MTN) per month (excluding BroadbandAccess and NationalAccess Plans) and is \$0.02 per mobile number per month for BroadbandAccess and NationalAccess Plans, but is subject to change over time.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

The FUSC and Regulatory Charge are included in the "Verizon Wireless Surcharges" section of the bill.

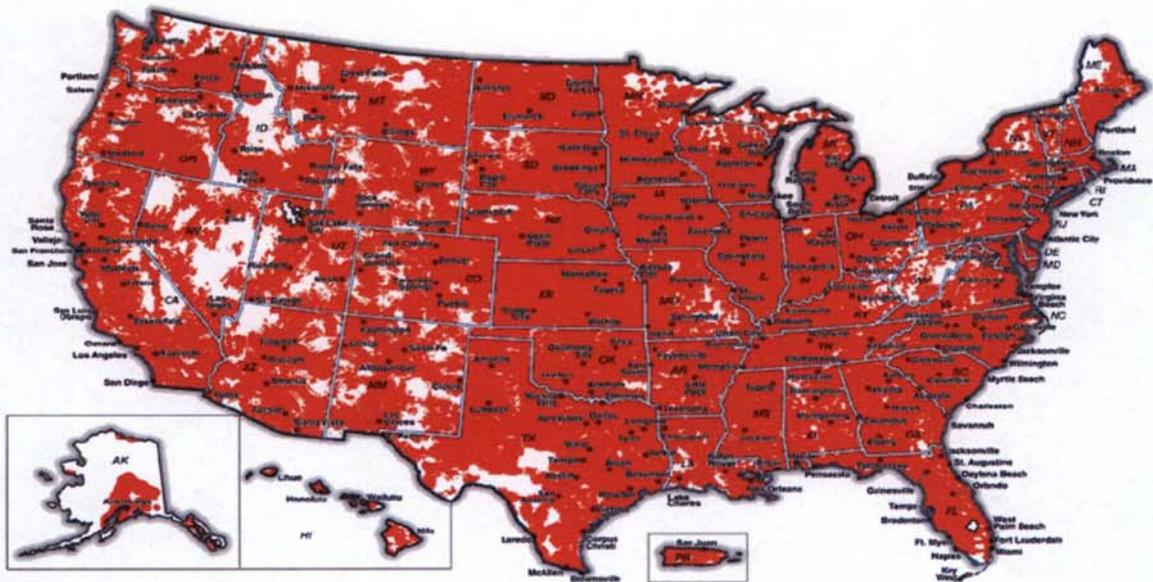
5.0 Coverage Map

Nationwide Wireless Service

We have substantially completed deployment of our 4G LTE network, covering more than 99 percent of our current 3G network footprint. Our 4G LTE network is now available in more than 500 markets to more than 98 percent of the U.S. population and covers more than 309 million people, including those in areas served by our LTE in Rural America partners.

Nationwide and National Mobile to Mobile Calling

Call more people and use zero minutes with Unlimited Mobile to Mobile Calling to more than 80 million Verizon Wireless customers.



Important Map Information:
This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including network capacity, your device, terrain, proximity to buildings, foliage, and weather that may impact availability and quality of service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Nationwide Rate and Coverage Area includes networks run by other carriers; some of the coverage depicted is based on their information and public sources, and we cannot ensure its accuracy. See verizonwireless.com/coverage/locator for additional coverage information.

Map Key	
	Nationwide Rate and Coverage Area
	No Coverage Area

HS251607D

Network details @ coverage.maps.vzw.com. © 2010 Verizon Wireless.

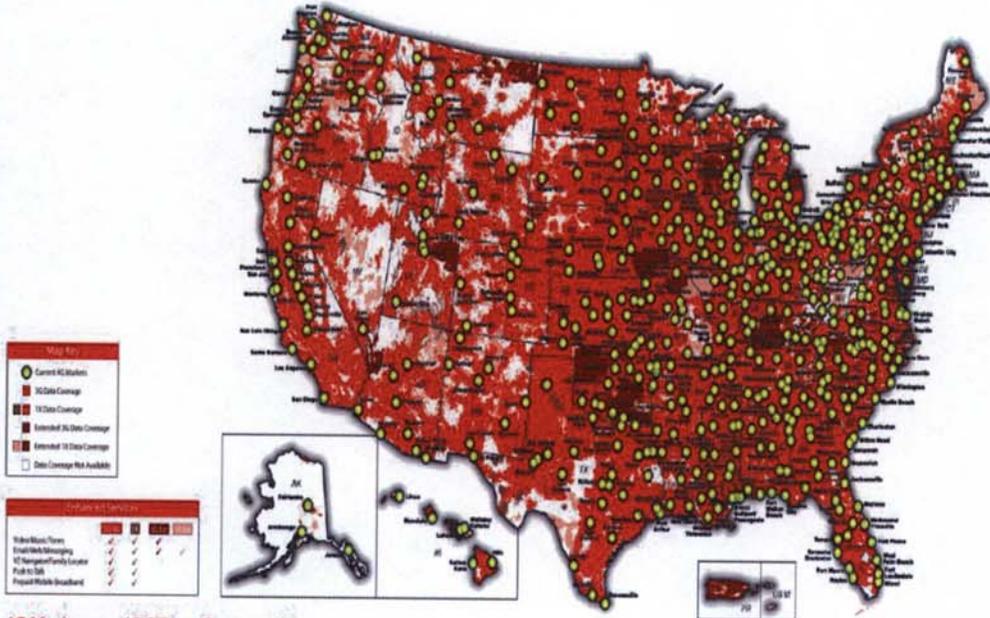
This Quotation is valid for ninety (90) days from July 5, 2016 (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

COVERAGE MAP

THE LARGEST HIGH-SPEED WIRELESS NETWORK IN AMERICA.



Available in over 500 cities nationwide.



4G Markets and 3G Data Coverage Map

For an airport list and the most up-to-date list of 4G markets, visit verizonwireless.com/4GLTE

Important Map Information:

This map does not guarantee coverage. This map depicts predicted and approximate wireless coverage, and may contain areas with limited or no service. Even within a coverage area, many factors, including network capacity, your device, terrain, proximity to buildings, foliage and weather, may affect availability and quality of service. The Nationwide, Canada, and Mexico Rate and Coverage Areas may include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot guarantee its accuracy. See verizonwireless.com/coveragelocator for additional information.

This Quotation is valid for ninety (90) days from July 5, 2016 (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

6.0 Equipment

The Government Equipment Matrix below reflects the pricing for equipment that is being made available to Government Liable Subscribers as Open Market items. None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to BPAs, or individual task or delivery orders). The prices of equipment in the attached Equipment Matrix have been discounted and are in effect through 09/30/16 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing. Verizon Wireless reserves the right to disconnect cellular service in the event a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 10 month upgrade policy.

Voice Devices	
Device	Price
LG Cosmos 3 (VN251S)	\$0.00*
LG Exalt II	\$79.99
LG Extravert 2 (VN280)	\$79.99
LG Revere 3 (VN170)	\$0.00*
LG Terra	\$0.99
Samsung Gusto 3 (Dark Blue SMB311ZKA)	\$0.00
Kyocera DuraXV Camera (KYO4520) / Non Camera (KYO4520NC)	\$0.00*
** Applies to new activation of service or eligible upgrades on plans with a minimum monthly access of \$14.99 or greater (after negotiated discount). Promotional Offer expires September 30, 2016	

Push to Talk Devices	
Device	Price
Samsung Convoy 3 (SCH-u680MAV)	\$0.00*
Kyocera DuraXV+ Camera (KYO4520PTT) / Non Camera (KYO4520NCPTT)	\$0.00*
** Applies to new activation of service or eligible upgrades on plans with a minimum monthly access of \$14.99 or greater (after negotiated discount). Promotional Offer expires September 30, 2016.	

BlackBerry Devices	
Device	Price
BlackBerry® Classic 4G LTE (Camera- BBSQC100-3) / (Non Camera- BBSQC100-5)	\$0.00** (while supplies last)
BlackBerry Priv 4G LTE (BBSTV100-2)	\$249.99
**Applies to new activation of service or eligible upgrades on a primary voice of \$15.00 or higher with a required data bolt-on feature or a primary voice and data bundle plan with monthly access fee of \$39.99 or higher. Data only Blackberry/Smartphone plans are not eligible. Voice and Data Add-A-Line share plans are eligible provided they meet the minimum access requirement. Promotional offer expires September 30, 2016.	

Smartphone Devices	
Device	Price
HTC Desire 612 4G LTE (HTC331ZLVW)	\$19.99
HTC Desire 626 4G LTE	\$29.99
HTC One M9 4G LTE (Gold on Silver HTC6535LVWSG) (Gunmetal Gray HTC6535LVW)	\$199.99
KYOCERA Brigadier 4G LTE (KYO6782)	\$0.00**
KYOCERA Hydro Elite (KYO6750)	\$99.99
LG G2 (LG-VS980)	\$29.99 (while supplies last)
LG Lancet 4G LTE (LG-VW820)	\$19.99
LG Lancet for Android 4G LTE	\$69.99
LG V10 4G LTE Black / LG-VS990 White / LG-VS990W	\$199.99**
LG G5 4G LTE (Silver-LG-VS987) / (Titan-LG-VS987T)	\$99.99**
LG K4 4G LTE (LG-VS425)	\$29.99
Motorola DROID MINI (Black - MOTXT1030) / (Red - MOTXT1030R) (White - MOTXT1030W)	\$0.00
Motorola New Moto X 4G LTE Black-MOTXT1096	\$49.99
Motorola New Moto X 4G LTE Designed by You 16GB 4G LTE (MOTXT1096MM16)	\$49.99
Motorola New Moto X - Designed by You 32GB 4G LTE (MOTXT1096MM32)	\$99.99
Motorola DROID Turbo 4G LTE 32GB (MOTXT1254BN Ballistic Nylon)	\$149.99
Motorola Nexus 6 4G LTE (MOTXT1103)	\$249.99
Motorola DROID Maxx 2 4G LTE Black / MOTXT1565B White / MOTXT1565W	\$0.00*
Motorola DROID Turbo 2 4G LTE Black / MOTXT1585 Grey Ballistic Nylon / MOTXT1585GBN White / MOTXT1585W	\$99.99*
Motorola DROID Turbo 2 4G LTE Black Leather MOTXT1585BL	\$229.99
Motorola DROID Turbo 2 4G LTE Moto Maker 32GB MOTXT1585MM	\$199.99
Motorola DROID Turbo 2 4G LTE Moto Maker Design Refresh MOTXT1585MM64	\$299.99
Motorola DROID Turbo 2 4G LTE Moto Maker Leather 32GB	\$229.99

MOTXT1585MML	
Motorola DROID Turbo 2 4G LTE Moto Maker with Leather 64GB	\$329.99
MOTXT1585MML64	
Microsoft Lumia 735 4G LTE (MS735G)	\$29.99
Samsung Galaxy Note5 4G LTE 32GB (Black Sapphire- SMN920VZKA) White Pearl- SMN920VZWA)	\$249.99**
Samsung Galaxy Note5 4G LTE 64GB (Black Sapphire- SMN920VZKE)	\$399.99
Samsung Galaxy S5 4G LTE - 16GB (Charcoal Black - SMG900VZKV) (Shimmery White - SMG900VZWV)	\$0.00*
Samsung Galaxy Core Prime 4G LTE (SMG360VHAA)	\$29.99
Samsung Galaxy S 6 4G LTE 32GB Black (Sapphire - SMG920VZKA) (Gold Platinum - SMG920VZDA) (White Pearl - SMG920VZWA)	\$99.99**
Samsung Galaxy S 6 4G LTE 64GB (Black Sapphire - SMG920VZKE) (Gold Platinum - SMG920VZDE) (White Pearl - SMG920VZWE)	\$299.99
Samsung Galaxy S 6 4G LTE 128GB Black (Sapphire - SMG920VZKF) (Gold Platinum - SMG920VZDF) (White Pearl - SMG920VZWF)	\$399.99
Samsung Galaxy S 6 Edge 4G LTE 32GB Black (Sapphire -SMG925VZKA) (Gold Platinum - SMG925VZDA) (White Pearl - SMG925VZWA)	\$299.99
Galaxy S 6 Edge 4G LTE 64GB (Black Sapphire -SMG925VZKE) (Gold Platinum - SMG925VZDE) (White Pear - SMG925VZWE)	\$399.99
Samsung Galaxy S7 4G LTE 32GB (Black Oynx- SMG930VZKA) (Gold- SMG930VZDA)	\$199.99
Samsung Galaxy S7 Edge 4G LTE 32GB Black Onyx- SMG935VZKA Gold- SMG935VZDA Silver- SMG935VZSA	\$299.99
**Applies to new activation of service or eligible upgrades on a primary voice of \$15.00 or higher with a required data bolt-on feature or a primary voice and data bundle plan with monthly access fee of \$39.99 or higher. Data only Blackberry/Smartphone plans are not eligible. Voice and Data Add-A-Line share plans are eligible provided they meet the minimum access requirement. Promotional offer expires September 30, 2016	

3G/4G USB Modem/MiFi Devices	
Device	Price
VZW Jetpack 4G LTE Mobile Hotspot MiFi 6620L	\$0.00***
Ellipsis Jetpack MHS800L 4G LTE (MHS800L)	\$29.99
MiFi Global USB Modem 620L 4G LTE	\$0.00
VZW Jetpack 4G LTE Mobile Hotspot AC791L	\$0.00***

****Applies to new activation of service or eligible upgrades on an Unlimited Mobile Broadband Plan or Machine-to-Machine plan with monthly access fee of \$24.99 or higher is required. Excludes Share Everything Plans. Promotional Offer expires September 30, 2016**

Apple® Devices	
Device	Price
iPhone 6 16GB	\$99.99
iPhone 6 64GB	\$199.99
iPhone 6 128GB	\$299.99
iPhone 6 Plus 16GB	\$199.99
iPhone 6 Plus 64GB	\$299.99
iPhone 6 Plus 128GB	\$399.99
iPhone 6S 16GB	\$199.99
iPhone 6S 64GB	\$299.99
iPhone 6S 128GB	\$399.99
iPhone 6S Plus 16GB	\$299.99
iPhone 6S Plus 64GB	\$399.99
iPhone 6S Plus 128GB	\$499.99
iPhone SE 16GB	\$0.00**
iPhone SE 64GB	\$49.99

****Applies to new activation of service or eligible upgrades on a primary voice of \$15.00 or higher with a required data bolt-on feature or a primary voice and data bundle plan with monthly access fee of \$39.99 or higher. Data only Blackberry/Smartphone plans are not eligible. Voice and Data Add-A-Line share plans are eligible provided they meet the minimum access requirement. Promotional offer expires September 30, 2016**

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FOR FSU DRUG/TOXICOLOGY
LABORATORY EQUIPMENT MAINTENANCE AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, PerkinElmer Health Sciences, Inc. has submitted a quotation to provide maintenance services to the FSU drug/toxicology laboratory equipment in the amount of \$11,136.00.
2. It is recommended the City Council accept the quotation from PerkinElmer Health Sciences, Inc.
3. Sufficient funds are available in the FSU Repairs-Maintenance account number 101-305-31200-930000 and Capital Outlay State Grant account number 101-305-31200-973013.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quote for FSU drug/toxicology laboratory equipment maintenance from PerkinElmer Health Sciences, Inc. in the total amount of \$11,136.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement with PerkinElmer Health Sciences, Inc. and authorizes the City Manager to authorize future renewals of these contracts in accordance with budget authorization.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 18, 2016.

ATTACHMENTS:
Staff Report
Quotation/Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: July 12, 2016

Subject: Purchase of one-year Maintenance Agreement for the FSU Drug/Toxicology Laboratory, renewing.

From: Lt. Mark Easterly

Meeting Date: July 18, 2016

RECOMMENDATION:

It is recommended that the City of Wyoming authorize the purchase of a one-year maintenance agreement with PerkinElmer Life and Analytical Sciences Company. This maintenance agreement will provide complete service to our current drug lab equipment and also support one preventive maintenance visit by a trained technician to completely clean and re-calibrate the instrument when completed.

SUSTAINABILITY CRITERIA:

Environmental Responsibility: The Wyoming Department of Public Safety Forensic Science Unit actively engages in the protection of the natural environment and the public health of Wyoming's citizens.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming, and any other individual entered into the Criminal Justice System through the Wyoming Department of Public Safety, without regard to income level or socio-economic status.

Economic Strength: Sustainability is a key feature for this recommendation in that equipment from this company has proven to last upwards of 15-20 years, with yearly preventative maintenance. With a purchase of this magnitude, the longer we have this equipment, the more prudent the use of City funds.

DISCUSSION:

In 2013 the Wyoming Department of Public Safety purchased a PerkinElmer high powered gas chromatograph instrument as well as sample handling technology, detectors, and data management. Sustainability was a key feature when this instrument was purchased and yearly preventative maintenance will assist our staff in assuring the instrument is functioning properly and has the proper technical support if needed.

We also ask that the City Manager be granted the authority to renew the yearly maintenance agreement without having to go to the City Council every year for approvals for as long as we have the instrument and equipment.

BUDGET IMPACT:

We have the funds and recommend that the \$11,136 purchase be from accounts: FSU Repairs–Maintenance 101-305-31200-930000 and Capital Outlay State Grant: 101-305-31200-973013.



**ONESOURCE LABORATORY
SERVICES**

PerkinElmer
For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
40537799

Quotation Date
09/05/2014

Your Prior Agreement
15251281

Quote Expiration Date
07/01/2016

Customer Contact
TERRA WESSELDYK

Your Prior PO Number

Telephone Number
616-530-7354

Fax Number

QUOTATION - MIXED PLAN TYPES - SEE BELOW

Site Address:
TERRA WESSELDYK
CITY OF WYOMING
2300 DEHOOP AVE SW
WYOMING MI 49509
USA

Invoicing Address (if different)
CITY OF WYOMING
POLICE DEPT
2300 DEHOOP AVE SW
WYOMING MI 49509
USA

Site Number
100716980

Customer Number
4648029

Payment Terms		Coverage Period		Billing Plan		Page Number	
Due Upon Receipt		07/01/2016 to 06/30/2017		Yearly		1 of 3	
Line	Quantity	Model	Description	List Price	Net Price		
10	1	GCN6659680	CLARUS680 07/01/2016 to 06/30/2017 Serial Number (680S13122404) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	3,324.00	3,324.00		
20	1	GCN6480012	CLARUS SQ8T MS 120/230V (EI) 07/01/2016 to 06/30/2017 Serial Number (648N4010801) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phone Support & 5% Training Disc.	7,812.00	7,812.00		
Gross Price					11,136.00		
Net Price					11,136.00		
Note: taxes will be applied to your invoice if applicable							



PerkinElmer Health Sciences, Inc. ("PerkinElmer") - Service Agreement Terms and Conditions

1. **TERMS OF AGREEMENT:** These Service Agreement Terms and Conditions (this "Agreement") shall govern all orders for and purchases of services and parts under a PerkinElmer Service Plan ("Services") and shall prevail over any pre-printed, standard or other terms set forth in Buyer's purchase order or any other document not signed by an authorized representative of PerkinElmer, which are hereby rejected and shall be void. Buyer's submission of a purchase order or other instrument regarding the purchase of Services in response to PerkinElmer's quotation or any other PerkinElmer document that includes or incorporates these terms shall be deemed acceptance of these terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order or other instrument.
2. **REASONABLE EFFORTS:** PerkinElmer will use reasonable efforts under the circumstances to provide Services as quickly as possible. The Services will be scheduled at a time mutually agreed upon by PerkinElmer and the Buyer. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of PerkinElmer.
3. **TERM; TERMINATION:** PerkinElmer may accept or reject at its discretion a purchase order for Services. Unless otherwise expressly stated by PerkinElmer in writing or under the terms of the purchased Service Plan, the initial term of a Service Plan and this Agreement is one year, commencing on the date designated by PerkinElmer in its quotation or otherwise specified to Buyer. A Service Plan may be terminated by either party upon at least thirty (30) days written notice to the other party. If Buyer is past due with respect to any invoices related to any account with PerkinElmer, PerkinElmer may, upon written notice to Buyer, suspend Services, demand payment for the balance due under this Agreement, and/or terminate this Agreement. In connection with a termination for convenience by Buyer, Buyer's total payment obligation to PerkinElmer under this Agreement shall equal the greater of (i) the total price of Services actually performed and expenses actually incurred in servicing the covered equipment under the Services Plan, calculated at PerkinElmer's sole discretion and (ii) the prorated price of the Service Plan from its effective date to the date of termination, plus 15% of the total fee paid for the underlying Service Plan, not to exceed the total value of the underlying Service Plan.
4. **PAYMENT:** Payment is due by Buyer upon receipt of invoice. Unless installment payment terms are agreed in writing by PerkinElmer and Supplier, Buyer shall deliver payment in full to the address set forth in PerkinElmer's invoice. Invoices not paid timely are subject to the lesser of fifteen percent (15%) per annum or the maximum prevailing legal interest rate, calculated from date of delinquency through the date payment is made in full. If PerkinElmer retains a collection agency and/or attorney to collect unpaid amounts, PerkinElmer may invoice Buyer for, and Buyer shall pay, all costs of collection including, without limitation, reasonable attorneys' fees.
5. **WARRANTY; LIMITATION OF LIABILITY:** PerkinElmer warrants that it will provide Services at least in accordance with generally accepted standards prevailing in the instrument repair industry, at the time and place performed. Warranty claims must be made within 90 days after Services are performed. **PERKINELMER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. PERKINELMER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES, AT PERKINELMER'S OPTION. THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PERKINELMER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE, EVEN IF PERKINELMER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PERKINELMER'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE SHALL NOT EXCEED, AND BUYER'S EXCLUSIVE REMEDY IN ANY EVENT SHALL BE LIMITED TO, THE AMOUNT ACTUALLY PAID BY BUYER FOR THE UNDERLYING SERVICE PLAN.**
6. **EXCLUSIONS:** Service Plans do not include software or firmware upgrades, except where specifically included in PerkinElmer's quotation, and do not include replacement of parts, costs or repairs for defects or damages arising from or in connection with (a) abuse, misuse, mishandling, improper or inadequate maintenance, or failure to operate equipment in accordance with applicable specifications or instructions; (b) causes beyond PerkinElmer's reasonable control, including, without limitation, acts of God, power surges or failure, failure or interruption in communication lines, or corrosive Buyer samples; (c) installation of software or interfacing, or use in combination with software or products, not supplied or authorized by PerkinElmer; or (d) electrical work, transportation, modification, relocation, deinstallation, reinstallation, repair or service, performed by Buyer or by persons other than PerkinElmer authorized personnel. Further, parts in contact with any liquid, including but not limited to, seals, filters, gaskets, valves, syringes, tubing, tips, etc., are considered wetted and shall be deemed user replaceable and not covered by any Service Plan, unless otherwise stated in PerkinElmer's quotation.
7. **CONSUMABLES:** The cost of consumables supplied by PerkinElmer in performing the Services are the responsibility of Buyer unless otherwise stated in PerkinElmer's quotation. Consumables include PerkinElmer's usual and customary parts, supplies and other items which are expendable by their nature or intended use, and those which are listed in the applicable instrument user's manual.
8. **INSTRUMENT RECERTIFICATION:** PerkinElmer may require instrument recertification on a time and materials basis as a condition to performing Services if an instrument has not been under warranty or a service plan immediately prior to the time of Services.
9. **TRAINING; INSTRUMENT RELOCATION:** Service Plans do not include Buyer training or services related to the relocation of instruments unless otherwise specifically stated in writing by PerkinElmer in any particular case.
10. **ASSIGNMENT; GOVERNING LAW:** Neither this Agreement nor any Service Plan is assignable or otherwise transferable by Buyer. This Agreement and any underlying Service Plans shall be governed by the laws of the Commonwealth of Massachusetts, exclusive of its conflicts of laws rules, and all disputes shall be subject to the exclusive jurisdiction of the courts therein.
11. **AMENDMENT; ENTIRE AGREEMENT:** No amendment or modification of this Agreement shall be binding unless in writing and signed by an authorized representative of both PerkinElmer and Buyer. This Agreement, together with PerkinElmer's quotation regarding the Service Plan(s) or other services subject to these terms and conditions, and PerkinElmer's description of the Services provided under the Service Plan purchased by Buyer, represents the entire agreement between the parties with respect to the subject matter herein.



ONESOURCE LABORATORY
SERVICES

PerkinElmer
For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
40537799

Quotation Date
09/05/2014

Your Prior Agreement
15251281

Quote Expiration Date
07/01/2016

Customer Contact
TERRA WESSELDYK

Your Prior PO Number

Telephone Number
616-530-7354

Fax Number

QUOTATION - MIXED PLAN TYPES - SEE BELOW

Site Address:
TERRA WESSELDYK
CITY OF WYOMING
2300 DEHOOP AVE SW
WYOMING MI 49509
USA

Invoicing Address (if different)
CITY OF WYOMING
POLICE DEPT
2300 DEHOOP AVE SW
WYOMING MI 49509
USA

Site Number
100716980

Customer Number
4648029

Payment Terms Due Upon Receipt	Coverage Period 07/01/2016 to 06/30/2017	Billing Plan Yearly	Page Number 2 of 3
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Billing Plan

Planned Invoice date(s)	Invoice Amount(\$)
07/01/2016	11,136.00
Total billed	11,136.00

Customers can also elect to pay either monthly, quarterly, or semi-annually over the entire coverage period, however an administrative surcharge will be applied to each invoice.

PerkinElmer Contact information

Quoted by: SARAH ENOS
Telephone: 615-523-5403
Fax Number: 203-944-4983
Email: sarah.enos@perkinelmer.com
Zone: Zone 1
Region: Midwest North Svcx
Location: USMI02



ONESOURCE LABORATORY SERVICES

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SHELTON CT 06484-4794
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Site Address:
TERRA WESSELDYK
CITY OF WYOMING
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USA

Invoicing Address (if different)
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POLICE DEPT
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WYOMING MI 49509
USA

Site Number
100716980

Customer Number
4648029

Payment Terms Due Upon Receipt	Coverage Period 07/01/2016 to 06/30/2017	Billing Plan Yearly	Page Number 3 of 3
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Additional Notes:

1. This quotation is subject to the terms and conditions attached and is valid until the expiration date shown above.
2. Customer is responsible for applicable taxes, including sale, use and/or excise tax unless otherwise noted above.
3. If Preventative Maintenance is covered under your agreement, please indicate any special date requirements below.

PM#1 _____ PM#2 _____

If any information presented on the document is incorrect e.g Billing address, serial numbers, please indicate the required changes below:

PLEASE SIGN THIS MAINTENANCE AGREEMENT QUOTATION AND RETURN ORIGINAL COPY ALONG WITH YOUR PURCHASE ORDER TO:

By Mail:
PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
Mail Stop 75
Shelton, CT 06484-4794

By Fax: 203-944-4983
OR
By E-mail: sarah.enos@perkinelmer.com

YOUR SIGNATURE BELOW CONFIRMS THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND THAT THE INFORMATION INCLUDED THEREIN IS CORRECT TO THE BEST OF YOUR KNOWLEDGE.

IN ORDER TO AVOID A LAPSE IN SERVICE COVERAGE, PLEASE FORWARD A PURCHASE ORDER PRIOR TO THE EFFECTIVE START DATE OF THE CONTRACT.

Accepted By:

Signature of Authorized Individual Date

Print Name and Title Date

Customer Purchase Order Number Date

PerkinElmer Representative Date

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF FOUR BACKHOES AND SEVENTEEN VEHICLES

WHEREAS:

1. As detailed in the attached Staff Report it is recommended the City purchase four backhoes from Michigan CAT using the State of Michigan’s MiDeal purchasing program in the total amount of \$495,300.00.
2. Michigan Cat has offered to buy back the City’s current backhoe equipment in the amount of \$176,000.00 resulting in a total net purchase price of \$319,300.00 for the four backhoes.
3. It is recommended the City purchase seventeen vehicles from Signature Ford using the Macomb County bid pricing in the total amount of \$492,283.00
4. Sufficient funds for the purchase of the four backhoes and seventeen vehicles are available in the Fleet Services Capital Outlay Accounts 622-441-58500-985000 and 662-441-58500-987000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of four backhoes from Michigan CAT in the total amount of \$319,300.00 which includes the trade-in of the current equipment.
2. The City Council does hereby authorize the purchase of seventeen vehicles from Signature Ford in the total amount of \$492,283.00.
3. 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 July 18, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

DATE: July 7, 2016

SUBJECT: Award of Purchase – Equipment and Vehicle Replacement

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: July 18, 2016

RECOMMENDATION:

The Public Works Department recommends that the City Council award the purchase of replacement backhoe equipment through the State of Michigan MiDeal purchasing program to Michigan CAT for \$319,300.00 and award the purchase of vehicles replacement to Signature Ford using the Macomb County Bid for \$492,283.00

SUSTAINABILITY CRITERIA:

Environmental Quality - The replacement equipment and vehicles meet the latest environmental Tier 4 requirements and emission standards reducing the impact of emissions on the environment and decreasing fuel consumption.

Social Equity - The replacement of equipment and vehicles will allow the City to continue to provide high quality service to all residents without regard to income level or socio-economic status.

Economic Strength - The replacement equipment allows the City to purchase higher quality equipment with better warranty programs, reduced maintenance costs and less equipment down time. We are purchasing equipment that is more fuel efficient and ergonomically designed to reduce injuries to our work force.

DISCUSSION:

To purchase vehicles and equipment, Fleet Services utilizes cooperative purchasing agreements when possible. The cooperative purchasing programs save time and expenses. The Michigan CAT purchases will be made through the State of Michigan's MiDeal purchasing program contract number 071b3200106 for four backhoes, one with a broom. These will be purchased to replace four backhoes which have reached the end of their life cycle. These backhoes are being purchased with a guaranteed replacement plan at 60 months of \$53,500 each. Total value of the equipment is \$495,300.00 minus trade in of our current equipment of \$176,000.00 will equal a purchase price of \$319,300.00.

We are also recommend purchasing 17 vehicles from Signature Ford which have reached the end of their life cycle, using Macomb County Bid number 71 – 15 T.1 T.2 T.3, for a purchase price of \$492,283.00.

Total purchase price of all replacement equipment and vehicles is \$811,583.00.

The following list identifies the twenty-one vehicles and pieces of equipment that are scheduled to be purchased using the cooperative purchasing agreements:

2016-2017 Fleet Services Depreciation Reserve Summary					
Replacement Vehicle	In Service Date	Miles / Hours at Replacement	Reason for Replacement	Purchase Price	Vendor
Cars					
898-001	Dec 09	95700	Years	22,900.00	Signature Ford
182-001	Nov 09	64781	Years	22,900.00	Signature Ford
124-001	Dec 11	120000	Years	28,281.00	Signature Ford
101-000	Nov 07	85300	Years	16,860.00	Signature Ford
Pick Up Trucks					
F83-000	Nov 06	35000	Years	38,444.00	Signature Ford
304-000	Aug 07	62660	Years	32,805.00	Signature Ford
371-001	Dec 09	35366	Years	38,512.00	Signature Ford
393-000	Mar 03	64700	Years	51,851.00	Signature Ford
316-001	Jan 10	48500	Years	28,038.00	Signature Ford
315-001	Apr 09	98580	Years	22,634.00	Signature Ford
281-000	Oct 05	73500	Years	25,983.00	Signature Ford
284-000	Aug 05	82000	Years	16,860.00	Signature Ford
Police Cruisers					
003-001	Jul 12	120500	Years	29,243.00	Signature Ford
058-001	Mar 12	123000	Years	29,243.00	Signature Ford
059-001	May 12	121899	Years	29,243.00	Signature Ford
024-001	Jan 11	120563	Years	29,243.00	Signature Ford
027-001	Mar 11	121566	Years	29,243.00	Signature Ford
Backhoe & Broom					
560-000 w/broom	Dec 08	3710	Years	99,445.00	Michigan CAT
561-001	Dec 08	4710	Years	75,285.00	Michigan CAT
562-001	Dec 08	3910	Years	73,285.00	Michigan CAT
563-001	Dec 08	3200	Years	71,285.00	Michigan CAT

BUDGET IMPACT

Sufficient funds have been budgeted in the Fleet Services Capital Outlay Accounts 662-441-58500-985.000 and 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 bid for the listed item as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
Pedestrian Bridge Restoration	Associated Property Services	\$49,400.00

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 July 18, 2016.

ATTACHMENTS:

Staff Report
Bid Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: July 12, 2016

SUBJECT: Award of Bid – Pedestrian Bridge Restoration

FROM: Aaron Vis, Assistant Director of Public Works - Maintenance

Date of Meeting: July 18, 2016

RECOMMENDATION:

It is recommended the City Council award the bid for Pedestrian Bridge Restoration to the only bidder, Associated Property Services, for the amount of \$49,400.00

SUSTAINABILITY CRITERIA:

Environmental Quality - Environmental quality is not negatively impacted by bridge restoration activities. All abrasives and debris will be removed from the project sites.

Social Equity - The restoration activities ensure that the bridges are aesthetically pleasing and functionally sound for all members of the community to use. The bridges also provide a safe method of travel for pedestrians crossing busy Division Avenue.

Economic Strength - Periodic maintenance is necessary to ensure that the bridges can function properly without the need for more expensive demolition and replacement.

DISCUSSION:

The City has three pedestrian bridges in the community and all are located on Division Avenue. These bridges provide important safe pedestrian routes near schools. All bridges within the City are inspected by an inspection firm every two years. In 2014, two pedestrian bridges north of 36th Street were identified as needing both structural and surficial repairs. Structural repairs are being conducted by City staff and include activities such as stair tread repair/replacement and grouting.

The inspection also noted that numerous rust and scale spots were occurring on both bridge structures. City staff are not equipped to resolve these issues and the project was bid out. The Pedestrian Bridge Restoration bid includes the removal of all rust to bare metal on both the stair tower structures and center bridge structures, priming of these areas, and painting to match the existing color. Additionally, all remaining portions of the stair tower structures will be painted to match the existing color.

On July 5, 2016, the City received one bid for Pedestrian Bridge Restoration. Eight potential bidders received bid packets, but only one bidder, Associated Property Services, responded.

BUDGET IMPACT:

Sufficient funds are available in the Major Streets Fund, Repairs and Maintenance Account: 202-441-46300-930.000.

ADDITIONAL INFORMATION:

Several photos of the areas to be repaired:



**BID PROPOSAL
FOR
PEDESTRIAN BRIDGE RESTORATION**

LOCATION	BRIDGE COMPONENT	UNIT	QTY.	UNIT COST	TOTAL
34 TH Street Pedestrian Bridge	Stair Tower	EA	2	\$ 7,550.00	\$ 14,700.00
	Center Structure	EA	1	\$ 10,000.00	\$ 10,000.00
36 TH Street Pedestrian Bridge	Stair Tower	EA	2	\$ 7,350.00	\$ 14,700.00
	Center Structure	EA	1	\$ 10,000.00	\$ 10,000.00
GRAND TOTAL					\$ 49,400.00

Associated Property Services

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

Name: Philip John Baur Cell Phone: 416-299-5964

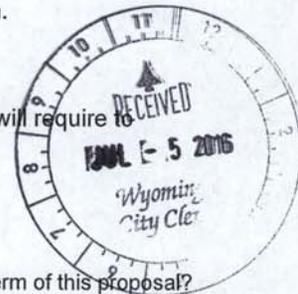
Name: Philip Jay Baur Cell Phone: 416-318-1031

Per the Schedule:

Start date: No earlier than July 20, 2016
 Work hours: Monday through Saturday, 7:30 a.m. – 5:00 p.m.
 No work on Sundays or City Holidays.
 Completion date: On or before August 13, 2016

State number of working days (Monday through Saturday) which your firm will require to complete the project:

22 Days



Is bidder willing to honor bid pricing for other **Kent County** Municipalities for the term of this proposal?
 Yes No

Is bidder willing to honor bid pricing for other **Ottawa County** Municipalities for the term of this proposal?
 Yes No

Are you, or the business owner related to any elected official or employee of the City of Wyoming?
 Yes No

Is the bidder a Woman Owned Company? Yes No

Is the bidder a Minority Owned Company? Yes No

Is the bidder a Section 3 Certified Contractor? Yes No

Liquidated Damages:

It is expressly agreed that time shall be considered the essence of this Contract. In the event Contractor fails in due performance of the entire work to be performed under this Agreement, within the date provide herein, Contractor shall pay to the owner as liquidated damages, and not penalty, for the sum identified in Section on Liquidated Damages, of the Special Conditions for each work day that the Contractor shall be in default. Said sum in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed and agreed upon as the damages which would be suffered by the City for reason of such defaults. It is understood and agreed that the liquidated damages shall be in lieu of actual damages arising from such breach of the contract, which sums, the City shall have the right to deduct from any moneys due or to become due to the Contractor.

Terms Net 30
Company Associated Property Services
Address 1219 Burton Street
City Wyoming State Michigan Zip 49509
Authorized By (PLEASE PRINT) Philip J. Bauer
Authorized Signature [Signature] Date 7/5/2016
Phone 616-288-6737 Cell 616-318-1031
Fax None Email PJBauer-APS@gmail.com

All proposals are to be in sealed envelopes and plainly marked "Bid for PEDESTRIAN BRIDGE RESTORATION." 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: Tuesday, JULY 5, 2016, 11:00 A.M.
Wyoming City Clerk's Office
1155 - 28th Street, SW
P.O. Box 905
Wyoming, Michigan 49509-0905



PROPOSAL

The undersigned agrees to complete the same, on or before the completion date or time limit named in this Proposal. If the undersigned does not finish the work within the time specified, the City Manager, or his duly-authorized representative, is, because of the difficulty in estimating damages, authorized to retain out of the money which may be due or become due, for the sum identified in Section on Liquidated Damages, of the Special Conditions for each work day by which the Contractor shall fail to complete the work, said sum to constitute liquidated damages and not a penalty.

AND THE UNDERSIGNED HEREBY AGREES, to enter into a contract in that regard within ten (10) days from the date of your acceptance of this Proposal, to finish and complete said work according to the forms of contract now in use by you for the doing of such work and to furnish sureties for the performance of such contract as shall be approved by the City Manager, or his duly-authorized representative. In default of any of these conditions on the part of the undersigned, the deposit herewith enclosed shall, at the option of the said City Manager or his duly-authorized representative, be absolutely forfeited to the City of Wyoming.

Authorized Signature J. B.
Company Associated Property Services
Address 1219 Burton Street
Wyoming, WY 83509

Note:

The Proposal shall be properly signed and the complete address of the Bidder shown thereon.

If the Bidder is a Corporation, the Proposal shall be signed by its duly authorized officers and authority for the signatures shall be attached thereto.

If the Bidder is a Partnership, the Proposal shall be signed by all partners. A certified Check payable to the Treasurer of the City of Wyoming in the sum of 5% of the amount of the bid, or a bid bond issued by an approved Surety on the form supplied with the Bidding Documents must accompany this Proposal.

