

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 5, 2012, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Marcia Elders, South Wyoming United Methodist Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of October 15, 2012
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

 - a) Of Appreciation to Gerald Snyder for His Service as a Member of the Housing Commission for the City of Wyoming
 - b) To Appoint Ed Edwardson as a Member of the Housing Commission for the City of Wyoming
 - c) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Benteler Automotive Corporation in the City of Wyoming (November 19, 2012 at 7:01 p.m.)
 - d) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Zinger Sheet Metal in the City of Wyoming (November 19, 2012 at 7:02 p.m.)
- 15) Resolutions**
 - e) To Extend the Term of the 1998 PA 328 Personal Property Tax Exemption Granted to Kellogg Company
 - f) To Dedicate 58th Street Located within the City of Wyoming and to be Included in the Municipal Street System

- g) To Accept Grant Funding Received from the United States Department of Justice Bulletproof Vest Partnership Grant
- h) To Accept and Distribute Additional Grant Funding Received from the Office of Highway Safety Planning (Budget Amendment No. 22)
- i) To Approve a Budget Amendment for Preliminary Engineering and Right-of-Way Acquisition for Division Avenue from 54th Street to 60th Street (Budget Amendment No. 24)
- j) To Approve Additional Funds for the Work at the Intersection of Highway M-11 (28th Street) and Byron Center Avenue Performed by the Michigan Department of Transportation (Budget Amendment No. 25)
- k) To Authorize Participation in the Regional Storm Water Pollution Prevention Initiative and the Regional Public Education Plan for the NPDES Phase II Storm Water Permit
- l) To Approve Payment of the Annual Grand Valley Metro Council Dues
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - m) To Approve Final Payment for the Byron Center Avenue Bike Path (M-6 to Metro Way) (Budget Amendment No. 23)
 - n) To Authorize the Mayor and City Clerk to Execute an Agreement with AT&T for ISDN Prime Service
 - o) To Accept Quotations for the Purchase of Materials for Phase I Implementation of the ControlLogix Upgrade Project
 - p) To Approve Change Order Number One for the Pretreatment Facilities Renovation Project
 - q) To Concur with and Accept a Quote for Sludge Cross Collector Repair
 - r) To Accept Proposals to Repair Two Reclaim Pumps
 - s) To Authorize the Purchase of Liquid Chlorine
- 17) Ordinances**
- 18) Informational Material**
- 19) Acknowledgment of Visitors**
- 20) Closed Session** (Pending Litigation)
- 21) Adjournment**

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO GERALD SNYDER FOR HIS SERVICE
AS A MEMBER OF THE HOUSING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Gerald Snyder has served faithfully and effectively as a member of the Housing Commission since November 4, 2002.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Gerald Snyder for his dedicated service as a member of the Housing 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: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT ED EDWARDSON AS A MEMBER OF THE
HOUSING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Ed Edwardson has submitted an application requesting appointment to the Housing Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2015 on the Housing Commission.
3. It is the recommendation of the City Manager that Ed Edwardson is appointed to serve on the Housing Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Ed Edwardson to the Wyoming Housing Commission for the unexpired term ending on June 30, 2015.

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: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
BENTELER AUTOMOTIVE CORPORATION IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 117 and 177, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 11824 on June 16, 1986 and Resolution 16813 on October 17, 1994, respectively.
2. Benteler Automotive has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 117 and 177, with an estimated cost of \$1,730,000 for real property and \$10,220,000 for personal property to be located at 3721 Hagen Drive SE.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Benteler Automotive for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on November 19, 2012, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Report
 Exhibit A – Legal Description

Resolution No. _____

Staff Report

Date: 10/31/2012
Subject: Benteler Automotive Corporation
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: November 5, 2012 City Council Meeting

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Benteler Automotive Corporation. based on the City of Wyoming’s Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Benteler Automotive has proven to be responsible and cooperative in its efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by Benteler Automotive and provide additional employment opportunities to the area.

Discussion:

Benteler Automotive has been operating and growing in the City of Wyoming for 26 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	3721 Hagen Dive SE Wyoming, MI 49548
Personal Property:	\$10,220,000.00
Real Property:	\$ 1,730,000.00
Estimated Jobs:	56 new jobs 614 retained jobs
Starting date of project:	June 2012

Benteler Automotive seeks to expand its manufacturing operations in order to fulfill the requirements for two new exhaust system programs, one for Nissan and the other for Chrysler.

This expansion will allow the company to establish the new technology needed to support these new programs and will require an additional 56 positions to support its operations.

Budget Impact:

The estimated first year tax savings for Benteler Automotive, which is located in the Godwin Public School District, is \$183,421.15.

EXHIBIT A

Legal Description

Address: 3721 Hagen Drive SE, Wyoming, MI 49548

Tax Parcel No.: 41-18-19-126-059

Legal Description:

Lot 24. Kent Industrial Center. Also Lot 98 Kent Industrial Center No. 2.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
ZINGER SHEET METAL IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 210, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 18171 on July 21, 1997.
2. Zinger Sheet Metal has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 210, with an estimated cost of \$117,915 for personal property to be located at 4055 Stafford Avenue SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Zinger Sheet Metal for an Industrial Facilities Exemption Certificate shall be held at 7:02 p.m. on November 19, 2012, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Report
 Exhibit A – Legal Description

Resolution No. _____

Staff Report

Date: 10/31/2012
Subject: Zinger Sheet Metal
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: November 5, 2012 City Council Meeting

Recommendation:

Staff recommends an eleven (11) year IFT abatement be granted to Zinger Sheet Metal based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Zinger Sheet Metal has proven to be responsible and cooperative in its efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City's Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by Benteler Automotive and provide additional employment opportunities to the area.

Discussion:

Zinger Sheet Metal has been operating and growing in the City of Wyoming for 58 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	4055 Stafford Avenue SW Wyoming, MI 49548
Personal Property:	\$0.00
Real Property:	\$117,915.00
Estimated Jobs:	2 new jobs 12 retained jobs
Starting date of project:	November 2012

Zinger Sheet Metal manufactures rectangular and round duct systems and also does custom fabrication of metal products. Zinger seeks to expand its manufacturing operations in order to

expand into oval duct fabrication. This investment will allow the company to purchase the equipment needed to support oval duct fabrication and will require an additional 2 positions to support its operations.

Budget Impact:

The estimated first year tax savings for Zinger Sheet Metal, which is located in the Godwin Public School District, is \$1,809.88.

EXHIBIT A

Legal Description

Address: 4055 Stafford Avenue SW, Wyoming, MI 49548

Tax Parcel No.: 41-17-24-402-021

Legal Description:

LOTS 99 100 & 101 EX COM 3.70 FT S FROM NW COR OF SD LOT 100 TH
N 0D 30M 35S W 50.70 FT TO NW COR OF SD LOT 101 TH S 89D 11M 30S
E ALONG N LOT LINE 6.35 FT TH S 6D 39M 40S W 50.84 FT TO BEG *
MCQUEEN DOYLE PARK NO.1

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE TERM OF THE 1998 PA 328 PERSONAL PROPERTY
TAX EXEMPTION GRANTED TO KELLOGG COMPANY

WHEREAS:

1. Pursuant to 1998 PA 328, as amended, MCL 211.9f, the City Council approved and recommended to the State Tax Commission issuance of a personal property tax exemption for the Kellogg Company (“Kellogg”) facility at 3300 and 3750 Roger B. Chaffee in the City of Wyoming (the “Kellogg Site”).
2. The State Tax Commission issued that tax exemption.
3. That tax exemption is subject to the terms and conditions of a Property Tax Exemption Agreement between the City and Kellogg dated September 13, 2007 (the “Agreement”).
4. The Agreement provides for periodic reviews to determine the duration of the tax exemption, the first of which occurred before December 31, 2010, and resulted in the approval of Resolution No. 23613 extending the tax exemption for two years.
5. The Agreement provides for a five-year review, to occur prior to December 31, 2012, which can result in the extension of the term of the tax exemption for an additional three years so that, if extended, it will terminate automatically on December 31, 2015.
6. Kellogg has provided information sufficient to show that, through its subsidiary, Keebler Company, the “Magnet Concept” described in the Agreement is working because the tax exemption has, according to the annual certifications made by Kellogg and required by the Agreement, attracted additional investment and jobs in the City in 2010 and 2011.
7. The City Council deems it to be in the public interest to extend the term of the tax abatement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves and recommends to the State Tax Commission approval of the extension of the term of the tax exemption granted to Kellogg in 2007 for the personal property located on the Kellogg Site so that it will expire on December 31, 2015 as provided in the Agreement, and the Mayor and City Clerk and other City officials are authorized and directed to take all action as needed to implement and convey this approval and recommendation to the State Tax Commission.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

Resolution No. _____

01/10/2012
Manager/KV

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:

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS: Memo
 Annual Certification Letter

Resolution No. _____

MEMORANDUM

To: Wyoming City Council
Curtis L. Holt, City Manager

From: Barbara VanDuren, Deputy City Manager

Date: October 30, 2012

Subject: Kellogg Company PA 328 Personal property Tax Exemption

On September 13, 2007, the City Council approved a PA 328 personal property tax exemption for the Kellogg Company. The exemption was granted with terms and conditions which provide for a review of job creation and additional investment as a justification for continuing the exemption. Kellogg has fulfilled these obligations through the attached certifications and is requesting a review and extension of this abatement until December 31, 2015.

It is my recommendation that the City Council adopt a resolution on November 5, 2012 to grant the continuation or extension of the term of this PA 328 abatement until December 31, 2015.



Certified Mail

February 22, 2012

Mr. Curtis Holt
City Manager – City of Wyoming
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

RECEIVED

FEB 27 REC'D

CITY MANAGER

Dear Mr. Holt:

Re: Keebler Company – Annual Certification Letter
Property Tax Exemption Agreement (PA328) dated 9/13/2007

Pursuant to Section 2(c) of our agreement with the City of Wyoming dated September 13, 2007, we are pleased to report the following:

Annual Certification

- Total cost of personal property under PA 328 as of December 31, 2011 is \$38,787,806.
- Keebler Company created 286 new full-time equivalent manufacturing jobs between April 16, 2007, and December 31, 2011. The 286 jobs consist of 152 new full-time Keebler Company employees and 134 positions sourced through local staffing agencies.
- Total plant head count on April 16, 2007 was 195 full-time equivalent manufacturing jobs, consisting of 124 Keebler Company employees and 71 positions sourced through local staffing agencies.
- Total plant head count on December 31, 2008 was 283 full-time equivalent manufacturing jobs, consisting of 170 Keebler Company employees and 113 positions sourced through local staffing agencies.
- Total plant head count on December 31, 2009 was 353 full-time equivalent manufacturing jobs, consisting of 206 Keebler Company employees and 147 positions sourced through local staffing agencies.
- Total plant head count on December 31, 2010 was 471 full-time equivalent manufacturing jobs, consisting of 236 Keebler Company employees and 235 positions sourced through local staffing agencies.
- Total plant head count on December 31, 2011 was 481 full-time equivalent manufacturing jobs, consisting of 276 Keebler Company employees and 205 positions sourced through local staffing agencies.
- The salary range for the 481 full-time equivalent manufacturing jobs at December 31, 2011 is between \$27,040 and \$69,885 per year.

I certify that the information contained in this report is true to the best of my knowledge.

Please contact Kevin Kilpatrick at (269) 961-3299 with any questions or if you need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Short". The signature is fluid and cursive, with the first name "John" being the most prominent part.

John A. Short
Keebler Company
Assistant Treasurer

c Jeffrey Ammon, Miller Johnson
Joseph Glennon, Thomson Reuters

RESOLUTION NO. _____

RESOLUTION TO DEDICATE 58th STREET LOCATED WITHIN THE
CITY OF WYOMING AND TO BE INCLUDED IN THE
MUNICIPAL STREET SYSTEM

WHEREAS:

1. The City of Wyoming has approved and accepted the addition to 58th Street located within its corporate limits.
2. It is necessary for the City of Wyoming to furnish certain information to the State of Michigan for the purpose of obtaining funds under Act 51 of 1951.
3. Said street is located within the City of Wyoming and is under the control of the City of Wyoming Street System.

NOW, THEREFORE, BE IT RESOLVED:

1. That the centerline is described as:
Part of the SW 1/4, Section 35, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the SW corner of Lot 8, Hawkeye Industrial Plat; thence S01°25'12"E 33.015 feet along the East line of said SW 1/4 to the Place of Beginning, thence N89°34'46"W 35.00 feet; thence Northwesterly 140.67 feet along a 105.00 foot radius curve to the right, the chord of which bears N51°12'00"W 130.38 feet to the place of ending.
2. Said street is a public street and is for public street purposes.
3. Said street is accepted into the City of Wyoming Local Street System and was open to the public on April 15, 2012.

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: November 5, 2012.

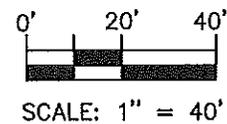
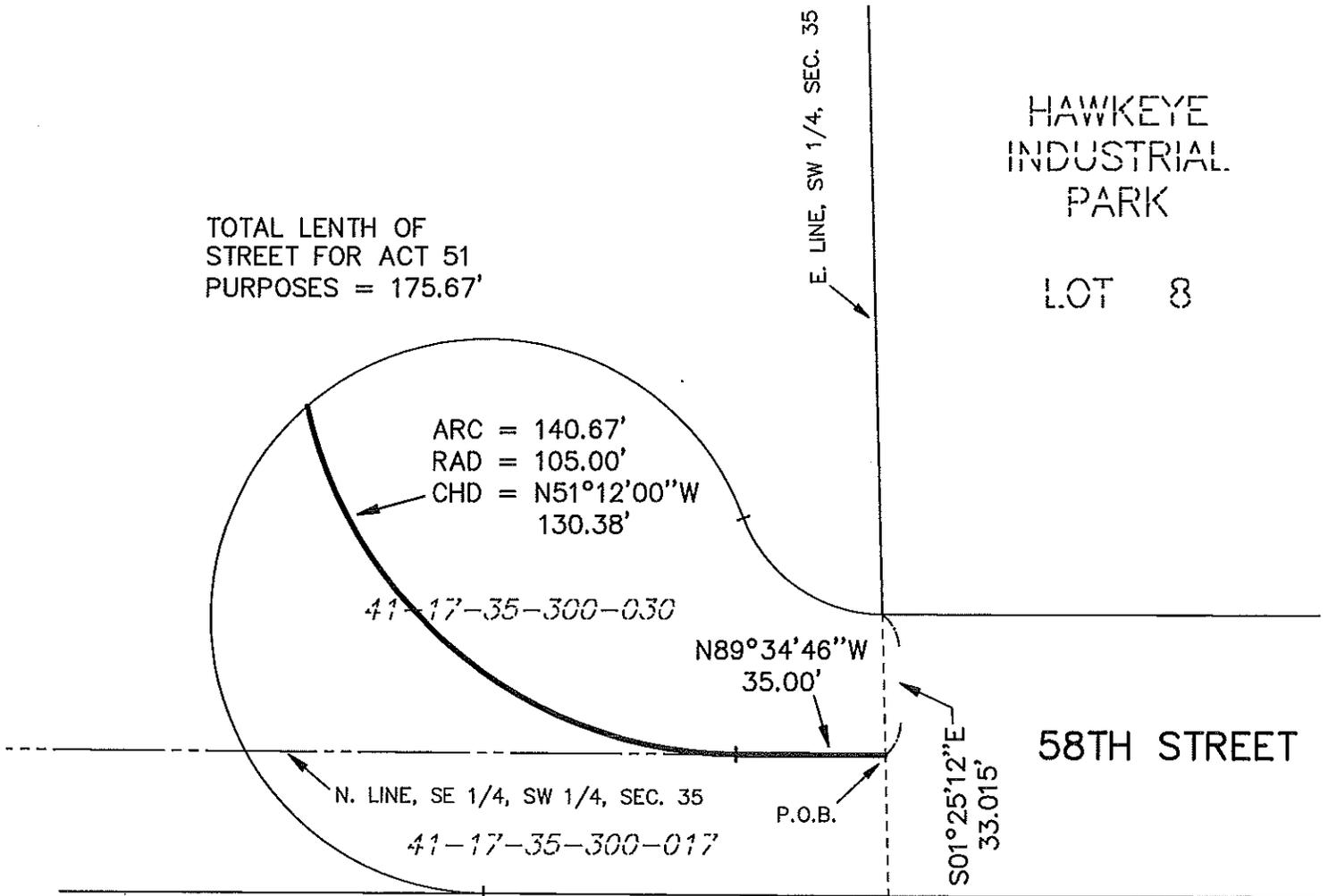
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS: Survey

Resolution No. _____

Description of Centerline of 58th Street cul-de-sac R.O.W.:

Part of the SW 1/4, Section 35, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the SW corner of Lot 8, Hawkeye Industrial Plat; thence S01°25'12"E 33.015 feet along the East line of said SW 1/4 to the Place of Beginning, thence N89°34'46"W 35.00 feet; thence Northwesterly 140.67 feet along a 105.00 foot radius curve to the right, the chord of which bears N51°12'00"W 130.38 feet to the place of ending.



Prepared by: Exxel Engineering, Inc.
5252 Clyde Park Avenue, SW
Grand Rapids, MI 49509

10/10/12 djr

RE: GFS

RESOLUTION NO. _____

RESOLUTION TO ACCEPT GRANT FUNDING
RECEIVED FROM THE UNITED STATES DEPARTMENT OF JUSTICE
BULLETPROOF VEST PARTNERSHIP GRANT

WHEREAS:

1. The City of Wyoming Police Department has applied for and received an United States Department of Justice Bulletproof Vest Partnership Grant in the amount of \$1,312.50 to be used toward the procurement of bullet resistant vests directly related to basic law enforcement functions.
2. The City of Wyoming would accept \$1,312.50 in grant funds designated for the procurement of bullet resistant vests directly related to basic law enforcement functions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the United States Department of Justice Bulletproof Vest Partnership Grant in the amount of \$1,312.50.
2. Chief James E. Carmody shall serve as the Program Director responsible for the Wyoming Police Department bullet resistant vest procurement and yearly status reports to be submitted to the United States Department of Justice.
3. Timothy Smith shall serve as the Finance Director responsible for the Wyoming Police Department financial status reports to be submitted to the United States Department of Justice.

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: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

FY12 BVP grant Awards

MI	READING CITY	\$ 815.00	2
MI	REDFORD CHARTER TOWNSHIP	\$ 4,387.50	15
MI	RICHFIELD TOWNSHIP	\$ 487.00	2
MI	ROCKFORD CITY	\$ 996.00	4
MI	ROMULUS CITY	\$ 1,550.00	5
MI	ROYAL OAK CITY	\$ 5,115.50	13
MI	RAISIN TOWNSHIP	\$ 2,217.50	4
MI	SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN	\$ 2,070.00	6
MI	SAGINAW CITY	\$ 8,750.00	25
MI	SAGINAW COUNTY	\$ 1,398.69	37
MI	SANDUSKY CITY	\$ 675.00	2
MI	SHIAWASSEE COUNTY	\$ 1,512.00	8
MI	SOMERSET TOWNSHIP	\$ 815.00	2
MI	SOUTH ROCKWOOD VILLAGE	\$ 1,525.00	5
MI	SOUTHFIELD CITY	\$ 3,122.50	9
MI	SPRINGPORT TOWNSHIP	\$ 700.00	2
MI	ST IGNACE CITY	\$ 316.50	1
MI	ST JOSEPH CITY	\$ 7,700.00	22
MI	ST JOSEPH COUNTY	\$ 1,775.00	5
MI	STERLING HEIGHTS CITY	\$ 212.84	5
MI	SUMPTER TOWNSHIP	\$ 335.00	1
MI	ST. CLAIR COUNTY	\$ 2,136.66	52
MI	TAYLOR CITY	\$ 5,155.00	14
MI	THREE RIVERS CITY	\$ 4,222.50	12
MI	TRAVERSE CITY	\$ 2,795.00	10
MI	TROY CITY	\$ 7,395.00	22
MI	VAN BUREN COUNTY	\$ 2,976.25	10
MI	WALKER CITY	\$ 8,000.00	20
MI	WASHTENAW COUNTY	\$ 1,471.83	30
MI	WAYLAND CITY	\$ 700.00	2
MI	WHITE PIGEON VILLAGE	\$ 2,339.94	6
MI	WYOMING CITY	\$ 1,312.50	5
MI	YPSILANTI CITY	\$ 1,103.50	4
Totals for MI (149 Jurisdictions):		\$ 496,264.51	3,965
MN	ALBERT LEA CITY	\$ 2,010.00	4
MN	ALEXANDRIA CITY	\$ 3,150.00	7
MN	ANOKA CITY	\$ 2,988.49	6
MN	ANOKA COUNTY	\$ 5,879.53	91
MN	APPLE VALLEY CITY	\$ 5,500.00	10
MN	BARNESVILLE CITY	\$ 1,208.86	2
MN	BELTRAMI COUNTY	\$ 4,555.00	10
MN	BEMIDJI CITY	\$ 3,142.93	7
MN	BENSON CITY	\$ 1,850.00	4
MN	BENTON COUNTY	\$ 1,499.93	5
MN	BLACKDUCK CITY	\$ 700.00	2
MN	BLOOMINGTON CITY	\$ 7,762.50	18
MN	BLUE EARTH COUNTY	\$ 1,960.00	4

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AND DISTRIBUTE ADDITIONAL GRANT FUNDING
RECEIVED FROM THE OFFICE OF HIGHWAY SAFETY PLANNING

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the "Strategic Traffic Enforcement Program" Kent County Task Force, as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$265,000 in grant funds designated for overtime patrols to enforce safety restraint and operating while intoxicated violations to seven agencies participating in the Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. Chief James Carmody shall serve as the Director of the Task Force.
2. Timothy Smith shall serve as the Finance Director of the Task Force.
3. The attached Budget Amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Budget Detail Reports

Budget Amendment

CITY OF WYOMING BUDGET AMENDMENT

Date: November 5, 2012

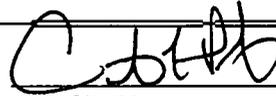
Budget Amendment No. 02 2

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$265,000 of budgetary authority and to recognize related grant revenue to be received from the Office of Highways Safety Planning for the "Strategic Traffic Enforcement Program" Kent County Task Force per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
General Fund				
Federal Grants - OHSP Strategic Traffic Enforcement 2013 Grant Year.Revenue				
101-505.003 2013 Grant Year.Revenue	\$0	\$265,000		\$265,000
Police - OHSP Strategic Traffic Enf - Salaries-Uniform Overtime OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-709.000 OHSP Enf.2013.Exp	\$0	\$29,490		\$29,490
Police - OHSP Strategic Traffic Enf - Salaries-Uniform Admin Overtime OHSP Enforcement 2013 Grt Yr Exp				
101-305-31506-709.010 OHSP Enf.2013.Exp	\$0	\$9,920		\$9,920
Police - OHSP Strategic Traffic Enf - FICA OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-715.000 OHSP Enf.2013.Exp	\$0	\$3,010		\$3,010
Police - OHSP Strategic Traffic Enf - Pension OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-718.000 OHSP Enf.2013.Exp	\$0	\$9,000		\$9,000
Police - OHSP Strategic Traffic Enf - Workers Comp. Insurance OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-719.000 OHSP Enf.2013.Exp	\$0	\$1,030		\$1,030
Police - OHSP Strategic Traffic Enf - Operating Supplies OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-740.000 OHSP Enf.2013.Exp	\$0	\$0		\$0
Police - OHSP Strategic Traffic Enf - Other Services Grand Rapids OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-956.520 OHSP Enf.2013.Exp	\$0	\$35,960		\$35,960
Police - OHSP Strategic Traffic Enf - Other Services Grandville OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-956.521 OHSP Enf.2013.Exp	\$0	\$33,100		\$33,100
Police - OHSP Strategic Traffic Enf - Other Services Kentwood OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-956.522 OHSP Enf.2013.Exp	\$0	\$39,030		\$39,030
Police - OHSP Strategic Traffic Enf - Other Services Walker OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-956.523 OHSP Enf.2013.Exp	\$0	\$38,670		\$38,670
Police - OHSP Strategic Traffic Enf - Other Services Kent County OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-956.525 OHSP Enf.2013.Exp	\$0	\$33,660		\$33,660
Police - OHSP Strategic Traffic Enf - Other Services Rockford OHSP Enforcement 2013 Grt Yr Exp.				
101-305-31506-956.527 OHSP Enf.2013.Exp	\$0	\$32,130		\$32,130
Fund Balance/Working Capital				

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2012-2013 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ years, _____ nays

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

Interdepartmental Correspondence



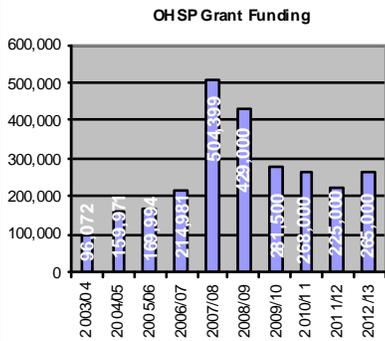
TO: A/Captain Scott Beckman

FROM: Sgt. Mark Easterly

DATE: October 31, 2012

SUBJECT: Office of Highway Safety Strategic Traffic Enforcement Program

Administrative Services



OHSP Strategic Traffic Enforcement Program Grant 2012-13

Each year, the Office of Highway Safety Planning Strategic Traffic Enforcement Program Grant provides funds to units of local government for the purposes of reducing traffic related deaths and injury and improving traffic safety. This is a pass-through grant originating with the National Highway Traffic Safety Administration to the State of Michigan. OHSP then designates funding levels per Michigan County through statistical analysis of traffic crashes, traffic related deaths, injuries, and population. The allocation for the 2012-13 Kent County Traffic Safety Task Force is set at \$265,000. The grant has been submitted and we are awaiting approval from the OHSP. Once the approval has been made from the OHSP we will then send the budget amendment and resolution to City Council for their approval.

Over the past ten years, the Wyoming Police Department has applied for and received over **\$2.0 Million** in OHSP funding that was dedicated to traffic safety patrols throughout Kent County.

The City of Wyoming Police Department is Host Agency and fiduciary for the Kent County Traffic Safety Task Force comprised of Kent County Law Enforcement agencies. Those agencies include:

- Grand Rapids Police Department
- Grandville Police Department
- Kentwood Police Department
- Kent County Sheriff's Department
- Michigan State Police - Rockford Post (scheduling only)
- Rockford Police Department
- Walker Police Department
- Wyoming Police Department

The Strategic Traffic Enforcement Program has encompassed the following traffic safety initiatives:

- Click It or Ticket, Safety Belt Enforcement
- Over the Limit...Under Arrest, OWI Enforcement
- High Visibility (HVE) OWI Enforcement
- Child safety seat distribution and booster seat distribution

We have conducted the following pilot projects for OHSP:

- Intersection / Red Light Enforcement
- Traffic Warrant Sweeps
- Saturation Patrols for OWI violations

OHSP FY '12-'13 Grant

Kent County Traffic Safety Task Force

Budget Detail

AGENCY	Hours	Base OT Wage	Wage Amount	FICA Rate	FICA \$ Amount	Retirement Rate	Retirement \$ Amount	Comp Rate	Comp. \$ Amount	Fringe \$ Amount	Wage and Fringe Total
Grand Rapids Police Dept.	655.0	\$45.02	\$29,488	0.0145	\$428	0.2050	\$6,045	0	\$0	\$6,473	\$35,961
Grandville Police Department	655.0	\$42.12	\$27,589	0.0765	\$2,111	0.1000	\$2,759	0.0235	\$648	\$5,518	\$33,106
Kent County Sheriff's Dept.	647.0	\$47.22	\$30,551	0.0765	\$2,337	0.0212	\$648	0.0041	\$125	\$3,110	\$33,661
Kentwood Police Department	645.0	\$42.86	\$27,645	0.0765	\$2,115	0.2939	\$8,125	0.0415	\$1,147	\$11,387	\$39,032
Rockford Police Department	647.0	\$41.01	\$26,533	0.0765	\$2,030	0.1109	\$2,943	0.0235	\$624	\$5,596	\$32,129
Walker Police Department	645.0	\$44.22	\$28,522	0.0765	\$2,182	0.2565	\$7,316	0.0228	\$650	\$10,148	\$38,670
Wyoming Police Department	645.0	\$45.71	\$29,483	0.0765	\$2,255	0.2281	\$6,725	0.0263	\$775	\$9,756	\$39,239
Wyoming Police Dept. Admin.	217.0	\$45.71	\$9,919	0.0765	\$759	0.2281	\$2,263	0.0263	\$261	\$3,282	\$13,201
TOTAL	4756.0		\$209,730		\$14,216		\$36,822		\$4,231	\$55,269	\$265,000

RESOLUTION NO. _____

RESOLUTION TO APPROVE A BUDGET AMENDMENT FOR PRELIMINARY
ENGINEERING AND RIGHT-OF-WAY ACQUISITION FOR
DIVISION AVENUE FROM 54TH STREET TO 60TH STREET

WHEREAS:

1. The Cities of Wyoming and Kentwood have received funding in 2015 for the reconstruction of Division Avenue from 54th Street to 60th Street to add a center left-turn lane and other full improvements along the corridor.
2. As a part of the design process, additional right-of-way is necessary on the Wyoming side for adequate width to accommodate the fifth lane and sidewalk.
3. The addition of the fifth lane necessitates an environmental assessment be performed to investigate the possible impacts to social and economic factors as a result of the proposed improvements.
4. In order to the perform the preliminary engineering for the project, a project account will be created for soil borings, design, right-of- way acquisition, environmental assessment and other miscellaneous items.
5. The preliminary engineering cost is estimated to be \$500,000 and can be financed out of the Capital Improvement Program Fund account but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves a budget amendment for preliminary engineering and right-of-way acquisition for Division Avenue, 54th Street to 60th Street in the amount of \$500,000.

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: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 30, 2012
Subject: Division Avenue, 54th Street to 60th Street
From: William D. Dooley, Director of Public Works
Meeting Date: November 5, 2012

Recommendation:

The Cities of Kentwood and Wyoming were successful in receiving state funding for the reconstruction of Division Avenue from 54th Street to 60th Street in 2015. Funding for construction includes Federal participation in the amount of \$1,176,000 with a local match of \$504,000, shared between Kentwood and Wyoming. The project includes adding a fifth lane and other full improvements along the corridor (sidewalk, bike lanes). Kentwood currently has sufficient right-of-way along the east side, but Wyoming must acquire additional right-of-way to accommodate the proposed improvements. Staff recommends setting aside necessary funds to begin the necessary preliminary engineering and right-of-way acquisition along the corridor.

Sustainability Criteria:

Environmental Quality – Multimodal streets supporting cars, trucks, buses, bikes and pedestrians, provides a safe and efficient means of travel, reducing pollution and conserving fuel.

Social Equity – The street is designed to provide efficient travel and is available for all to use.

Economic Strength – Providing well maintained street and utility infrastructure throughout Wyoming adds to the economic strength of a community allowing safe and efficient alternative means of travel.

Discussion:

The cities of Wyoming and Kentwood were awarded federal funds in 2015 from Grand Valley Metro Council to widen Division Avenue from 54th Street to 60th Street to five lanes. The funding is for \$1,176,000 federal funds and \$504,000 in local funds for the \$1,680,000 project. The project includes fully reconstructing the existing street and adding a fifth lane. Additionally, the project will include on-street bike lanes and sidewalks to fully complement the Bus Rapid Transit (BRT) facility along the corridor (opening August of 2014).

The proposed project requires additional right- of-way along the Wyoming side and significant preliminary engineering to address design impacts for the project. The breakdown for the preliminary engineering for Kentwood and Wyoming is as follows:

	<u>Total</u>	<u>Wyoming</u>	<u>Kentwood</u>
Right-of-way	\$250,000	\$250,000	\$0
Environmental Assessment	\$100,000	\$50,000	\$50,000
Survey	\$50,000	\$25,000	\$25,000
Design	\$70,000	\$35,000	\$35,000
Soil Borings	\$15,000	\$7,500	\$7,500
Other	\$15,000	\$7,500	\$7,500
Total	\$500,000	\$375,000	\$125,000

Division Avenue, 54th Street to 60th Street
Page 2
November 5, 2012

Wyoming will administer the preliminary engineering and invoice Kentwood for its share. The total cost for Wyoming can be financed out of the Capital Improvements Program, but a budget amendment is necessary.

Budget Impact:

Funds are available in the Capital Improvements Program fund, but a budget amendment is necessary.

Attachments: Budget Amendment

RESOLUTION NO. _____

RESOLUTION TO APPROVE ADDITIONAL FUNDS FOR THE WORK AT THE
INTERSECTION OF HIGHWAY M-11(28TH STREET) AND BYRON CENTER AVENUE
PERFORMED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION

WHEREAS:

1. On November 11, 2011, the City Council authorized an Agreement with the Michigan Department of Transportation for the reconstruction of the M-11 (28th Street) and Byron Center Avenue intersection, in the amount of \$12,800.
2. Said City-State Agreement was based upon costs in the engineer's estimate, prior to knowing actual costs of construction.
3. Upon bidding the project, costs were above the engineer's estimate increasing Wyoming's participation in the project above the estimated cost in the agreement.
4. On September 17, 2012, the agreement was increased by \$2,200 for the increased bid amount and some miscellaneous construction overages and was financed with the contingencies of the project account.
5. Due to additional sidewalk quantities and street sign quantities, and for unanticipated watermain relocation encountered during construction, the overall project costs have increased and Wyoming's participation share has increased approximately \$5,000 and a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves payment of additional funds in the amount of \$5,000 to the Michigan Department of Transportation per the November 21, 2011, City-State Agreement for work associated with the reconstruction of the Byron Center Avenue and M-11 (28th Street) intersection.
2. The attached budget amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Budget Amendment

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

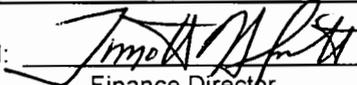
Date: November 5, 2012

Budget Amendment No. 025

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$5,000 of budgetary authority to provide additional budget for the Work at the Intersection of Highway M-11 (28th Street) and Byron Center Avenue Performed by the Michigan Department of Transportation per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Capital Improvement Fund				
Public Works - Major Streets Construction - Capital Outlay 2012CP 28th Byron Center. Major Streets Exp. 400-441-50200-972.502 2012 28th Byron Ctr	\$15,000	\$5,000		\$20,000
Fund Balance/Working Capital (Fund 400)				\$5,000

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2012-2013 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PARTICIPATION IN THE REGIONAL
STORM WATER POLLUTION PREVENTION INITIATIVE AND THE REGIONAL
PUBLIC EDUCATION PLAN FOR THE NPDES PHASE II STORM WATER PERMIT

WHEREAS:

1. The City of Wyoming has a NPDES Phase II Storm Water Permit issued by the Michigan Department of Natural Resources and Environment.
2. Said permit requires a Storm Water Pollution Prevention Initiative (SWPPI) and a Public Education Plan (PEP).
3. These two activities can be accomplished most efficiently and effectively on a regional basis.
4. The Grand Valley Metro Council offered to coordinate this regional effort on behalf of Wyoming and surrounding communities.
5. These costs can be financed from the Major and Local Street Fund accounts 202-441-46300-801.000 and 203-441-46300-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes participation in the 2013 Storm Water Pollution Prevention Initiative and the Regional Public Education Plan and approves payment in the amount of \$15,887 to the Grand Valley Metro Council.

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: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

Attachment: Invoice

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming is a member of the area's designated Metropolitan Planning Organization, the Grand Valley Metropolitan Council (GVMC)
2. The GVMC determines the distribution of Federal Highway Funds.
3. It is in the City of Wyoming's best interest to pay annual dues and be actively involved in the decision making process.
4. The City of Wyoming's dues for 2012-2013 are \$35,394.
5. Funds have been appropriated in the Major Street Administration account 202-441-48300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of the 2012-2013 GVMC dues in the amount of \$35,394.

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: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Invoices

Grand Valley Metro Council

678 Front Avenue NW
Grand Rapids, MI 49504

Phone # 616-776-3876

Invoice

Date	Invoice #
10/1/2012	359

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

RECEIVED

SEP 26 REC'D

CITY MANAGER

Description	Amount
Transportation Dues for FY 2013 from October 1, 2012 - September 30, 2013	15,920.00
Total	\$15,920.00

RESOLUTION NO. _____

RESOLUTION TO APPROVE FINAL PAYMENT FOR THE
BYRON CENTER AVENUE BIKE PATH (M-6 TO METRO WAY)

WHEREAS:

1. On June 4, 2012, City Council awarded the Byron Center Avenue Bike Path contract to Jack Dykstra Excavating, Inc. in the amount of \$95,407.38.
2. The project is now complete but during construction additional earth embankment was added to the original quantities to provide a safer slope on the side of the path in areas where fill was required.
3. The additional earth embankment and other minor quantity additions increased the total construction cost \$21,891.19.
4. Wyoming's share of the overage is \$9,284.76 and Kent County Parks Department's share of the overage is \$12,606.43 based upon where the increases were placed.
5. The additional \$21,891.19 cost can be financed out of the Capital Improvement Program Fund account 400-441-50200-972.502, 2011 CP Byron Center Bike Path but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the final payment of \$35,430.16 to Jack Dykstra Excavating, Inc. for the Byron Center Avenue Bike Path project.
2. The attached budget amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 5, 2012.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS: Final Pay Estimate
 Budget Amendment

Resolution No. _____

CITY OF WYOMING

1155 28TH STREET S. W.
WYOMING, MI 49509

AUTHORIZATION FOR PAYMENT FOR WORK COMPLETED ON THE FOLLOWING CONTRACT

Byron Center Ave Bike Path(M-6 to Metro Way)

	139.09	Estimate # 3 FINAL		
IDR START	41118			
IDR END	3			
ACCOUNT NO.	REQUISITION	THIS ESTIMATE	TOTAL	
400-441-50200-972.502	\$95,407.38	\$13,538.97	\$95,407.38	
	0 \$21,891.19	\$21,891.19	\$21,891.19	
	<hr/>	<hr/>	<hr/>	
	\$117,298.57	\$35,430.16	\$117,298.57	

CONTRACTOR: Jack Dykstra Excavating Inc.
3677 3 Mile Rd NW
Grand Rapids, MI 49534

PO# 400-441-50200-972.502 CONTRACT PRICE: \$95,407.38
Change Order No 1 \$21,891.19
\$117,298.57

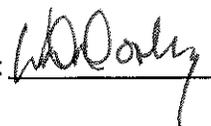
DATE OF LAST ESTIMATE: 7/31/2012

DATE OF THIS ESTIMATE: 9/13/2011

TOTAL AMOUNT EARNED AS SHOWN ON ESTIMATE 2 \$117,298.57
LESS PREVIOUS ESTIMATES \$81,868.41
AMOUNT DUE CONTRACTOR \$35,430.16

PREPARED BY:  10.15.12

REVIEWED BY:  10.30.12

AUTHORIZED BY: 

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH AT&T FOR ISDN PRIME SERVICE

WHEREAS:

1. As detailed in the attached Staff Report from the Drinking Water Plant Superintendent, AT&T has provided the City with a 36 month renewal agreement for ISDN Prime Service required for the VoIP phone system.
2. It is recommended the City Council accept the agreement for ISDN Prime Service with AT&T.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute an agreement with AT&T for ISDN Prime Service.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals of the ISDN Prime Service with AT&T 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: November 5, 2012.

ATTACHMENTS:
Staff Report
Agreement

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 24, 2012
Subject: AT&T Service Agreement (ISDN Prime)
From: Gerald H. Caron, Superintendent
Meeting Date: November 5, 2012

Recommendation:

It is recommended that the City Council authorize the City Manager to renew an agreement with AT&T for ISDN prime (PRI) service at the Wyoming Water Treatment Plant. This PRI Data Circuit is necessary for the Water Plant to continue using an existing voice over IP telephone system.

Sustainability Criteria:

Environmental Quality – Renewal of this agreement does not significantly impact environmental quality.

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 social economic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – We have determined that renewing this agreement is in the best interest and value of the City. This results in the lowest rate possible for our residents and customers.

Discussion:

This is a renewal of an existing agreement which is necessary for the phone system at the Water Treatment Plant to operate.

Budget Impact:

We have adequate funds in account 591-591-55300-850.000 for this service.

cc: Bill Dooley



ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
 Illinois, Indiana, Michigan, Ohio, Wisconsin

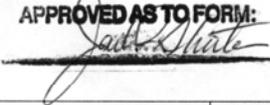
Customer	AT&T
CITY OF WYOMING WATER DEPARTMENT 16700 NEW HOLLAND STREET HOLLAND, MI 49424	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact AT&T
Name: JERRY CARON Title: SUPERINTENDANT Street Address: 16700 New Holland Street City: Holland State/Province: MI Zip Code: 49424 Country: USA Telephone: 6163997841 Fax: Email: Customer Account Number or Master Account Number: 616R211009	Name: MARY DETTLOFF Street Address: 3566 MICHAEL STREET 124 City: WYOMING State/Province: MI Zip Code: 49509 Country: USA Telephone: 6167243505 Fax: 8473262979 Email: md8439@att.com Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This ISDN Prime Service with DS1 Service Agreement, ("Service Agreement") includes the attached Pricing Schedule and General Terms, for the services identified in Section 1 ("Services") and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks identified in Section 1 (collectively with this Service Agreement, the "Agreement").

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: JERRY CARON	Printed or Typed Name:
Title: SUPERINTENDANT	Title:
Date:	Date:

APPROVED AS TO FORM:


ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

Pricing Schedule and General Terms

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	ISDN Prime (PRI) Service (with DS1 Service)	
Service Provider (Check one option only)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Tariffs, including Tariff No. 19, Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/illinois.htm
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/in/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/wg/index.html

2. PRICING SCHEDULE TERM and EFFECTIVE DATES

Pricing Schedule Term	(Select one) <input checked="" type="checkbox"/> 36 Months <input type="checkbox"/> 60 Months
Pricing Schedule Term Start Date	When only New Service is included in this Agreement: at Cutover of the first Service Component Existing Services are included: on the Effective Date (This applies even when new Service Components are added.)
Effective Date of the Rates and Discounts	Pricing Schedule Term Start Date
Expiration Date of the Rates and Discounts	Upon termination or expiration of the Pricing Schedule Term
Rates Following Expiration or Termination of Pricing Schedule Term	Service Publication monthly rates in effect at time of expiration or termination of Pricing Schedule Term

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All (except DID numbers)	50%	Until end of Pricing Schedule Term

ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

4. CUSTOMER'S CURRENT ORDER

4.1 Order

Order: (Select one)	<input type="checkbox"/> New install(s) Only (All Service Components under this Pricing Schedule are new installs) Requested installation date(s)*:
	<input checked="" type="checkbox"/> Existing Service Included (Some or all Service Components under this Pricing Schedule already installed) Existing Circuit ID(s): 101 T1ZF HLLDMINRDC0 PKTPMIARH00 <input type="checkbox"/> Requested Installation Date(s)* for new Service Components, if applicable: <input type="checkbox"/> If applicable, this Pricing Schedule supersedes and replaces in its entirety that certain agreement dated _____, entitled _____.
*Except as otherwise provided in this Pricing Schedule, requested installation date(s) for all new Service(s) purchased under this Agreement shall be no later than 90 days after the Effective Date of this Agreement, unless Customer is an E-Rate Applicant for the Services or AT&T causes delay.	

Host/Remote, Service Number Portability or Foreign Exchange (FX)	<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No *If Yes, Central Office CLLI Serving the Circuit Site Address: HLLDMINRDS0 *If Yes, DS1 Channel Mileage Terminations and DS1 Channel Mileage (per mile) as listed in section 4.2 below must apply.
--	--

4.2 Service Components, Quantities and Rates

Service Component (USOC)	Total Quantity	Unit Monthly Recurring Charge (MRC)	Total Monthly Recurring Charge (MRC X Quantity)	Non-recurring Charge
ISDN PRI Port (ZPQZD)	1	\$288.00	\$288.00	\$0.00
Unlimited Local Usage (Switch Utilization) (UTW)	1	\$60.00	\$60.00	\$0.00
DS1 Local Distribution Channels (LDCs) (TZ4X1/2/3 - IN, MI, OH, WI)	1	\$112.00	\$112.00	\$0.00
DS1 Channel Mileage (per mile), if applicable ((Select One))	0	\$0.00	\$0.00	\$0.00
DS1 Channel Mileage Termination, (applies only when interoffice mileage is applicable; 2 required per DS1) ((Select One))	0	\$0.00	\$0.00	\$0.00
ISDN Calling Name ID (NM1PG)	0	\$10.00	\$0.00	\$0.00
DID Numbers, per number (LTG6X)	0	\$0.10	\$0.00	\$0.00
Total Charges for ISDN PRI Ports, Unlimited Local Usage, LDCs, Calling Name ID and DID Numbers:			\$460.00	\$0.00
In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control.				

4.3 Subsequent DID Numbers, Calling Name ID and/or Caller ID. Customer and AT&T may agree to add DID Numbers and/or ISDN Calling Name ID under the rates in this Pricing Schedule after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation date is more than 90 days before the end of the Pricing Schedule Term.

4.4 Service Sites and Circuit Quantity. Service may not be installed outside the territory that the Service Provider is authorized to provide the Service, or at a carrier hotel, a collocation cage or any similar location. The demarcation point for Service at each Customer Site must be within 60,000 feet of the AT&T serving central office.

ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

Site	Quantity of Circuits per Site	Service Site – Street address	City (in same state as Service Provider in Section 1)
1	1	16700 NEW HOLLAND ST	Park Twp.
2	0	[N/A or Enter Service Location address]	[N/A or Enter City]
3	0	[N/A or Enter Service Location address]	[N/A or Enter City]
4	0	[N/A or Enter Service Location address]	[N/A or Enter City]
5	0	[N/A or Enter Service Location address]	[N/A or Enter City]
6	0	[N/A or Enter Service Location address]	[N/A or Enter City]
7	0	[N/A or Enter Service Location address]	[N/A or Enter City]
8	0	[N/A or Enter Service Location address]	[N/A or Enter City]
9	0	[N/A or Enter Service Location address]	[N/A or Enter City]
10	0	[N/A or Enter Service Location address]	[N/A or Enter City]

(If additional locations apply, please attach on a separate page. BTNs and CLLI may be attached separately instead of addresses.)

5. ADDS

Customer may order Service Components at the same Site(s) as the Service Components identified in section 4.2, in excess of quantities listed in Section 4.2, if installed no later than 12 months after the Effective Date; except, Service Components identified in Section 4.3 may be installed until 90 days prior to end of the Pricing Schedule Term.

6. USE OF SERVICE

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

7. GENERAL TERMS

a. If agreed to by the parties, this Agreement may be superseded and replaced by a new term agreement that includes all the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply, if the new term agreement also includes:

- (i) an effective date within 180 days before the expiration of the Pricing Schedule Term; or,
- (ii) (a) one or more additional Service Components (other than, or in addition to, those identified in Section 4.3), (b) a term equal to or greater than the remainder of the Pricing Schedule Term, and (c) rates and charges equal to or greater than all rates and charges in the Pricing Schedule.

b. Service Publications: AT&T may revise Tariffs and Guidebooks (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.

c. Services: AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.

d. Access: Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

- e. **Safe Environment:** Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.
- f. **AT&T Equipment:** Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment"). Title to AT&T Equipment remains with AT&T. Customer must provide electric power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.
- g. **Pricing Schedule Term:** Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.
- h. **Taxes:** Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.
- i. **Billing, Payments, Deposits and MARC:** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees at the lowest of 1.5% per month (18% per annum), the rate specified in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment ("MARC") and Customer's MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.
- j. **Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.
- k. **Termination Charges:** If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service Component for Customer's convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (i) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or changes to recovery fees, surcharges or taxes.
- l. **Limitations of liability and Disclaimers:**
(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

m. **Infringement:** AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

n. **ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

o. **General Provisions:** This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

<i>For AT&T internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	616R211009
SDA Code:	BIGE22

RESOLUTION NO. _____

RESOLUTION TO ACCEPT QUOTATIONS FOR THE PURCHASE
OF MATERIALS FOR PHASE 1 IMPLEMENTATION OF THE
CONTROLLOGIX UPGRADE PROJECT

WHEREAS:

1. On August 20, 2012 the City Council approved Resolution #24259 accepting a proposal from Tetra Tech to provide design services to replace the existing PLC's with ControlLogix Controllers in the raw sewage building and headworks area.
2. Tetra Tech completed the design work for phase 1 of this project and has provided a list of materials needed for implementation.
3. As detailed in the attached Staff Report from the City's Clean Water Plant Maintenance Supervisor, quotations were received from Kendall Electric Inc. to provide the materials in the total amount of \$67,643.13.
4. Sufficient funds for the purchase of the materials are available in account number 590-590-54400-980800.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby accept the quotations from Kendall Electric Inc. for the purchase of materials for Phase 1 implementation of the ControlLogix upgrade project in the total amount of \$67,643.13.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

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

ATTACHMENTS:
Staff Report
Quotations

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 25, 2012

Subject: Acceptance of Kendall Electric Quote for Phase 1 Purchase of Hardware to Upgrade the City of Wyoming Clean Water Plant's Programmable Logic Controllers

From: Tom Wilson, Clean Water Plant Maintenance Supervisor

Date of Meeting: November 5, 2012

Recommendation:

It is recommended that the City Council accept the quote from Kendall Electric for the hardware needed for the Phase 1 portion of the ControlLogix upgrade project. This hardware will allow the City of Wyoming Clean Water Plant to upgrade their control system from Programmable Logic Controllers to ControlLogix Controllers. Once the material list is finalized, the quote for the hardware needed in the Phase 2 portion of the project will go to Council for approval in the near future.

Sustainability Criteria:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Along with maintaining our equipment in a safe, reliable, and optimal working condition, the acceptance of this proposal to replace outdated and discontinued hardware will enhance our efforts in continuing to make a positive impact on the environment.

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 our control system will be phased in over the next three to four years, spreading the cost for these upgrades over that time, and therefore eliminating a much larger impact to the current fiscal year budget. The vendor project team has worked closely with two of our suppliers to provide the best cost for the necessary hardware. Maintenance staff from either of the two Utility Plants will be able to provide input and service in case of an emergency.

Discussion:

On August 20, 2012, per City Council Resolution #24259, Council approved a proposal from Tetra Tech Consulting and Engineering firm to upgrade the City of Wyoming Clean Water Plant's control system from Programmable Logic Controllers to ControlLogix Controllers. City Council has approved Phases 1 and 2 of this multi-phase project for the current budget year. Resolution #24259 included the purchase of the hardware recommended by Tetra Tech Consulting and Engineering Firm for this upgrade. Tetra Tech has completed the design work for this project and has provided the list of materials needed to be installed for Phase 1 implementation. The material list was given to both McNaughton-Mackay Electric Company of Ann Arbor and Kendall Electric, both of whom are Allen Bradley Representatives.

Attached to this memo are a price quotes from Kendall Electric in the total amount of \$67,643.13 and McNaughton-McKay for \$85,098.93, for the material needed in Phase 1 with the material request for Phase 2 coming at a later date. As a reminder, there will be a substantial cost savings realized by purchasing the hardware directly from the supplier rather than through a third party that would charge the City an additional percentage of the total cost of the hardware.

To provide the most effective means of purchasing the necessary Phase 1 hardware, the Clean Water Plant staff, Kendall Electric and Rockwell Automation worked out a program to purchase the ControlLogix hardware at a reduced price in exchange for some of the Plant's existing PLC processors that are no longer needed.

Budget Impact:

Based on the information presented, it is recommended that the City Council accept the proposal received from Kendall Electric for the Phase 1 portion of this project in the amount of \$67,643.13. Sufficient funds exist in the Sewer Fund Capital Outlay Maintenance Equipment Account #590-590-54400-980800.

Approved: Myron Erickson, CWP Plant Superintendent



Quotation

KENDALL ELECTRIC INC
832 SCRIBNER AVE NW
GRAND RAPIDS MI 49504-4490
616-459-8327 Fax 616-459-8321

QUOTE DATE	ORDER NUMBER
10/23/12	S101122117
PAGE NO.	
1 of 3	

Visit our web site at www.kendallelectric.com

QUOTE TO:
 WYOMING (CITY OF)
 PO BOX 905
 WYOMING, MI 49509-0905

SHIP TO:
 WYOMING (CITY OF) CLEANWATER
 2350 IVANREST AVE
 WYOMING, MI 49418-3402

CUSTOMER NUMBER	CUSTOMER PO NUMBER	QUOTE EXPIRATION DATE	OUTSIDE SALESPERSON	
16473	2010-00000656	11/22/12	EDWARD STREETER, 1418	
WRITER	ORDERED BY	TERMS CODE	FREIGHT ALLOW	SHIP #/K
MARK SIMMONS		Net Due 30 Days	No	EGDC10
ORDER QTY	DESCRIPTION		PRICE/POW	EST AMOUNT
	--RSPP_RACK1			
1ea	1492-CM1771-LA002 AB 1771 TO 1756 CHASSIS CONVERTER		145.860/e	145.86
1ea	1492-CM1771-LA003 AB 1771 TO 1756 CHASSIS CONVERTER		135.720/e	135.72
2ea	1492-CM1771-LD004 AB 1771-TO-1756 CONV MOD 16-PT AC/DC ISO IN 61259871931		163.800/e	327.60
1ea	1492-CM1771-LD010F AB 1771-TO-1756 FUSED CONV MOD AC OUTP 61259871937		201.240/e	201.24
1ea	1492-CONACAB005D AB 0.5M CAB COMPAT W/LA002 (CURR) 61259866185		205.140/e	205.14
1ea	1492-CONACAB005E AB 1771 TO 1756 CONVERSION CABLE		159.900/e	159.90
3ea	1492-CONCAB005Y AB 0.5m CAB FOR LD002, 04, 10F, 11 & LD012 61259866206		256.620/e	769.86
1ea	1492-MUA2B-A7-A10 AB 1771 TO 1756 CHASSIS CONVERSION MTG. ASSY		209.820/e	209.82
1ea	1756-A10 AB CONTLGX 10 SLOT RACK		479.700/e	479.70
2ea	1756-EN2TR AB 2-PORT CLX HI-CAP ENET/P MODULE-TP 61259854773		2410.200/e	4820.40
2ea	1756-IA16I AB CONTLGX 79-132VAC ISOL IN CARD		453.960/e	907.92
1ea	1756-IP16 AB CONTLGX ANALOG INPUT 16 PT CARD		1209.000/e	1209.00
1ea	1756-L71 AB CONTROLLOGIX 2 MB CONTROLLER		4219.800/e	4219.80
*** Continued on Next Page ***				



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616-459-8327 Fax 616-459-8321

Quotation

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 WYOMING, MI 49418-3402

CUSTOMER NUMBER	CUSTOMER PO NUMBER	QUOTE EXPIRATION DATE	OUTSIDE SALESPERSON	
16473	2010-00000656	11/22/12	EDWARD STREETER, 1418	
WRITER	ORDERED BY	TERMS CODE	FRGHT ACMD	SHIP VIA
MARK SIMMONS		Net Due 30 Days	No	EGDC10
ORDER QTY	DESCRIPTION	PRICE/BOX	EXT AMOUNT	
1ea	1756-N2 AB CNTRLGX BLANK FILLER PLATE	21.918/e	21.92	
1ea	1756-OA16I AB CNTRLGX 16PT ISOL. AC OUT 74-265VAC	637.260/e	637.26	
1ea	1756-OF6CI AB CONTLGX ISOL CURRENT OUTPUT 6 PT	1957.800/e	1957.80	
1ea	1756-PA75 AB CTRLGX 85-265VAC PWR SUPPLY 5V 13A	873.600/e	873.60	
1ea	1756-RIO AB RIO SCANNER/ADAPTOR MODULE --RSPP_RACK2	2067.000/e	2067.00	
1ea	1492-CM1771-LA002 AB 1771 TO 1756 CHASSIS CONVERTER	145.860/e	145.86	
1ea	1492-CM1771-LA003 AB 1771 TO 1756 CHASSIS CONVERTER	135.720/e	135.72	
2ea	1492-CM1771-LD004 AB 1771-TO-1756 CONV MOD 16-PT AC/DC ISO IN 61259871931	163.800/e	327.60	
1ea	1492-CM1771-LD010F AB 1771-TO-1756 FUSED CONV MOD AC OUTP 61259871937	201.240/e	201.24	
1ea	1492-CONACAB005D AB 0.5M CAB COMPAT W/LA002 (CURR) 61259866185	205.140/e	205.14	
1ea	1492-CONACAB005E AB 1771 TO 1756 CONVERSION CABLE	159.900/e	159.90	
3ea	1492-CONCAB005Y AB 0.5m CAB FOR LD002, 04, 10F, 11 & LD012 61259866206	256.620/e	769.86	
1ea	1492-MUA2B-A7-A10 AB 1771 TO 1756	209.820/e	209.82	
*** Continued on Next Page ***				



Quotation

KENDALL ELECTRIC INC
832 SCRIBNER AVE NW
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CUSTOMER NUMBER	CUSTOMER PO NUMBER	QUOTE EXPIRATION DATE	OUTSIDE SALESPERSON	
16473	2010-00000656	11/22/12	EDWARD STREETER, 1418	
WRITER	ORDERED BY	TERMS CODE	FREIGHT AL. NO.	SHIP Y3K
MARK SIMMONS		Net Due 30 Days	No	EGDC10
ORDER QTY	DESCRIPTION		PRICE/POU	EXT. AMOUNT
	CHASSIS CONVERSION MTG. ASSY			
1ea	1756-A10 AB CONTLGX 10 SLOT RACK		479.700/e	479.70
1ea	1756-EN2TR AB 2-PORT CLX HI-CAP ENET/P MODULE-TP 61259854773		2410.200/e	2410.20
2ea	1756-IA16I AB CONTLGX 79-132VAC ISOL IN CARD		453.960/e	907.92
1ea	1756-IF16 AB CONTLGX ANALOG INPUT 16 PT CARD		1209.000/e	1209.00
4ea	1756-N2 AB CNTRLGX BLANK FILLER PLATE		21.918/e	87.67
1ea	1756-OA16I AB CNTRLGX 16PT ISOL. AC OUT 74-265VAC		637.260/e	637.26
1ea	1756-OF6CI AB CONTLGX ISOL CURRENT OUTPUT 6 PT		1957.800/e	1957.80
1ea	1756-PA75 AB CTRLGX 85-265VAC PWR SUPPLY 5V 13A		873.600/e	873.60
-1ea	STEP FORWARD PROGRAM AB SOFTWARE CREDIT		838.550/ea	-838.55
	PLEASE NOTE: *CREDIT CAN ONLY BE APPLIED TO STANDARD PRICING. CREDIT CANNOT BE COMBINED WITH ANY OTHER DISCOUNT PRICING AGREEMENTS. *CURRENT SERIAL# WILL BE RETIRED *CREDIT WILL BE ISSUED BY AB UPON RECEIPT AND INSPECTION OF RETURN PRODUCT. *THIS REPLACES THE 1785-L40E TAXES NOT INCLUDED			
			Subtotal	29229.28
			S&H CHGS	0.00
			Amount Due	29229.28

Prices are firm until 11/22/2012, subject to change without notice after 11/22/2012. Wire and conduit pricing is valid for 10/23/2012 only. Opened, special ordered or non-stock material may not be returnable for ore credit. Applicable taxes extra. Subject to credit terms. For detailed Terms Terms and Conditions, please visit www.kendallelectric.com/tando.asp

Thank You - We appreciate Your Business



KENDALL ELECTRIC INC
832 SCRIBNER AVE NW
GRAND RAPIDS MI 49504-4490
616-459-8327 Fax 616-459-8321

Quotation

QUOTE DATE	ORDER NUMBER
10/23/12	S101121771
PAGE NO.	
1 of 4	

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QUOTE TO:
 WYOMING (CITY OF)
 PO BOX 905
 WYOMING, MI 49509-0905

SHIP TO:
 WYOMING (CITY OF) CLEANWATER
 2350 IVANREST AVE
 WYOMING, MI 49418-3402

CUSTOMER NUMBER	CUSTOMER PO NUMBER	QUOTE EXPIRATION DATE	OUTSIDE SALESPERSON	
16473	2010-00000656	11/22/12	EDWARD STREETER, 1418	
WRITER	ORDERED BY	TERMS CODE	FRIGHT ALLOW	SHIP VIA
MARK SIMMONS	TOM	Net Due 30 Days	No	EGDC10
ORDER QTY	DESCRIPTION		PRICE/BOX	EXT AMOUNT
	--HFPP_RACK1			
1ea	1492-C005005XE AB CABLE FOR 1771 TO 1756 DIGITAL CONVERSION MODULES		307.320/e	307.32
3ea	1492-CM1771-LA002 AB 1771 TO 1756 CHASSIS CONVERTER		145.860/e	437.58
2ea	1492-CM1771-LA003 AB 1771 TO 1756 CHASSIS CONVERTER		135.720/e	271.44
4ea	1492-CM1771-LD001 AB 1771 TO 1756 CHASSIS CONVERTER		131.040/e	524.16
1ea	1492-CM1771-LD007 AB 1771 TO 1756 SWING-ARM DIGITAL CONVERSION MODULE		117.780/e	117.78
1ea	1492-CM1771-LD010F AB 1771-TO-1756 FUSED CONV MOD AC OUTP 61259871937		201.240/e	201.24
3ea	1492-CONACAB005D AB 0.5M CAB COMPAT W/LA002 (CURR) 61259866185		205.140/e	615.42
2ea	1492-CONACAB005E AB 1771 TO 1756 CONVERSION CABLE		159.900/e	319.80
4ea	1492-CONCAB005X AB 1771 TO 1756 CONVERSION CABLE		159.900/e	639.60
1ea	1492-CONCAB005Y AB 0.5m CAB FOR LD002, 04, 10F, 11 & LD012 61259866206		256.620/e	256.62
1ea	1492-MUA4-A13-A17 AB 1771 TO 1756 CHASSIS CONVERSION MTG. ASSY		273.000/e	273.00
1ea	1756-A17 AB CONTLGX 17 SLOT RACK		679.380/e	679.38
2ea	1756-EN2TR AB 2-PORT CLX HI-CAP ENET/P MODULE-TP 61259854773		2410.200/e	4820.40
5ea	1756-IA16 AB CONTLGX 79-132VAC		361.140/e	1805.70
*** Continued on Next Page ***				



KENDALL ELECTRIC INC
832 SCRIBNER AVE NW
GRAND RAPIDS MI 49504-4490
616-459-8327 Fax 616-459-8321

Quotation

QUOTE DATE	ORDER NUMBER
10/23/12	S101121771
PAGE NO	
2 of 4	

Visit our web site at www.kendallelectric.com

QUOTE TO:
 WYOMING (CITY OF)
 PO BOX 905
 WYOMING, MI 49509-0905

SHIP TO:
 WYOMING (CITY OF) CLEANWATER
 2350 IVANREST AVE
 WYOMING, MI 49418-3402

CUSTOMER NUMBER	CUSTOMER PO NUMBER	QUOTE EXPIRATION DATE	OUTSIDE SALESPERSON	
16473	2010-00000656	11/22/12	EDWARD STREETER, 1418	
WRITER	ORDERED BY	TERMS CODE	FRIGHT ALLOWED	SHIP KIT
MARK SIMMONS	TOM	Net Due 30 Days	No	EGDC10
ORDER QTY	DESCRIPTION		PRICE/BOX	EST AMOUNT
	INPUT CARD			
3ea	1756-IF16 AB CONTLGX ANALOG INPUT 16 PT CARD		1209.000/e	3627.00
1ea	1756-L71 AB CONTROLLOGIX 2 MB CONTROLLER		4219.800/e	4219.80
3ea	1756-N2 AB CNTRLGX BLANK FILLER PLATE		21.918/e	65.75
1ea	1756-OA16I AB CNTRLGX 16PT ISOL. AC OUT 74-265VAC		637.260/e	637.26
2ea	1756-OF6CI AB CONTLGX ISOL CURRENT OUTPUT 6 PT		1957.800/e	3915.60
1ea	1756-PA75 AB CTRLGX 85-265VAC PWR SUPPLY 5V 13A --HFPP_RACK2		873.600/e	873.60
3ea	1492-CM1771-LA002 AB 1771 TO 1756 CHASSIS CONVERTER		145.860/e	437.58
1ea	1492-CM1771-LA003 AB 1771 TO 1756 CHASSIS CONVERTER		135.720/e	135.72
4ea	1492-CM1771-LD001 AB 1771 TO 1756 CHASSIS CONVERTER		131.040/e	524.16
1ea	1492-CM1771-LD010F AB 1771-TO-1756 FUSED CONV MOD AC OUTP 61259871937		201.240/e	201.24
3ea	1492-CONACAB005D AB 0.5M CAB COMPAT W/LA002 (CURR) 61259866185		205.140/e	615.42
1ea	1492-CONACAB005E AB 1771 TO 1756 CONVERSION CABLE		159.900/e	159.90
4ea	1492-CONCAB005X AB 1771 TO 1756 CONVERSION CABLE		159.900/e	639.60
*** Continued on Next Page ***				



Quotation

KENDALL ELECTRIC INC
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GRAND RAPIDS MI 49504-4490
616-459-8327 Fax 616-459-8321

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16473	2010-00000656	11/22/12	EDWARD STREETER, 1418	
WRITER	ORDERED BY	TERMS CODE	FREIGHT ALLIANCE	SHIP VIA
MARK SIMMONS	TOM	Net Due 30 Days	No	EGDC10
ORDER QTY	DESCRIPTION		PRICE/POUN	EXT AMOUNT
1ea	1492-CONCAB005Y AB 0.5m CAB FOR LD002, 04, 10F, 11 & LD012 61259866206		256.620/e	256.62
1ea	1492-MUA3-A10-A13 AB 1771 TO 1756 I/O CONVERSION MOUNTING ASSEMBLY		253.500/e	253.50
1ea	1756-A13 AB CONTLGX 13 SLOT RACK		575.640/e	575.64
1ea	1756-EN2T AB ControlLogix High Performance EtherNet/IP Bridge Modules		2238.600/e	2238.60
4ea	1756-IA16 AB CONTLGX 79-132VAC INPUT CARD		361.140/e	1444.56
3ea	1756-IF16 AB CONTLGX ANALOG INPUT 16 PT CARD		1209.000/e	3627.00
3ea	1756-N2 AB CNTRLGX BLANK FILLER PLATE		21.918/e	65.75
1ea	1756-OA16I AB CNTRLGX 16PT ISOL. AC OUT 74-265VAC		637.260/e	637.26
1ea	1756-OF6CI AB CONTLGX ISOL CURRENT OUTPUT 6 PT		1957.800/e	1957.80
1ea	1756-PA75 AB CTRLGX 85-265VAC PWR SUPPLY 5V 13A		873.600/e	873.60
-1ea	STEP FORWARD PROGRAM AB SOFTWARE CREDIT		838.550/ea	-838.55
PLEASE NOTE: *CREDIT CAN ONLY BE APPLIED TO STANDARD PRICING. CREDIT CANNOT BE COMBINED WITH ANY OTHER DISCOUNT PRICING AGREEMENTS. *CURRENT SERIAL# WILL BE RETIRED				
*** Continued on Next Page ***				



KENDALL ELECTRIC INC
832 SCRIBNER AVE NW
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16473	2010-00000656	11/22/12	EDWARD STREETER, 1418	
WRITER	ORDERED BY	TERMS CODE	FREIGHT ALLOW	SHIP VIA
MARK SIMMONS	TOM	Net Due 30 Days	No	EGDC10
ORDER QTY	DESCRIPTION		PRICE/POUN	EXT AMOUNT
	*CREDIT WILL BE ISSUED BY AB UPON RECEIPT AND INSPECTION OF RETURN PRODUCT. *THIS REPLACES THE 1785-L40E TAXES NOT INCLUDED			

Prices are firm until 11/22/2012, subject to change without notice after 11/22/2012. Wire and conduit pricing is valid for 10/23/2012 only. Opened, special ordered or non-stock material may not be returnable for ore credit. Applicable taxes extra. Subject to credit terms. For detailed Terms Terms and Conditions, please visit www.kendallelectric.com/tandc.asp

Subtotal	38413.85
S&H CHGS	0.00
Amount Due	38413.85

Thank You - We appreciate Your Business



McNAUGHTON-McKAY
ELECTRIC COMPANY
4670 Runway Blvd
Ann Arbor, MI 48108
(734) 995-9515
FAX (734) 995-4063

QUOTATION

DOCUMENT: Quote Order

CUST# 22657

CUSTOMER FAX: 3130000000

QUOTE #
12331656-00
PAGE #
1
QUOTED BY
mjs2
DATE ENTERED
10/25/12

BILL TO:

TETRA TECH MPS
710 AVIS DR

REFERENCE:



ANN ARBOR, MI 48108-9649

SHIP TO:

TETRA TECH MPS

710 AVIS DR
ANN ARBOR, MI 48108-9649

INSTRUCTIONS:		TERMS	
		Net 30 Days	
SHIP POINT	VIA	COD	SHIPPED
Madison Heights Branch	UPS GROUND		

McNAUGHTON-McKAY IS PLEASED TO PRESENT THE FOLLOWING QUOTATION FOR YOUR REVIEW

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY QUOTED	EXPECTED SHIP DATE	QTY. U/M	UNIT PRICE	PRICE U/M	AMOUNT (NET)
1	ABZ1492C005005XE A-B 1492C005005XE 0.5/ 0.5M CAB COMPAT	1		EACH	382.18	E	382.18
2	ABZ1492CM1771LA002 A-B 1492CM1771LA002 1771-TO-1756 CONV	3		EACH	179.05	E	537.15
3	ABZ1492CM1771LA003 A-B 1492CM1771LA003 1771-TO-1756 CONV	2		EACH	166.61	E	333.22
4	ABZ1492CM1771LD001 A-B 1492-CM1771-LD001 SWING ARM CONVERSION MOD PN-35618	4		EACH	164.22	E	656.88
5	ABZ1492CM1771LD007 A-B 1492CM1771LD007 1771-TO-1756 CONV	1		EACH	147.60	E	147.60
6	ABZ1492CM1771LD010F A-B 1492CM1771LD010F 1771-TO-1756 FUSED PN-35628	1		EACH	252.20	E	252.20
7	ABZ1492CONACAB005D A-B 1492CONACAB005D 0.5M CAB COMPAT W/L	3		EACH	255.11	E	765.33
8	ABZ1492CONACAB005E A-B 1492CONACAB005E 0.5M CAB COMPAT W/L	2		EACH	198.85	E	397.70
9	ABZ1492CONCAB005X A-B 1492-CONCAB005X CBL FOR CONVERSION MODULE PN-32121	4		EACH	198.85	E	795.40
10	ABZ1492CONCAB005Y A-B 1492-CONCAB005Y CBL FOR CONVERSION MODULE PN-32122	1		EACH	319.13	E	319.13

Thank you for the opportunity to quote on your requirements.

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Continued

Date: 10/25/12 Time: 16:15 User: mjs2

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McNAUGHTON-McKAY
ELECTRIC COMPANY
 4670 Runway Blvd
 Ann Arbor, MI 48108
 (734) 995-9515
 FAX (734) 995-4063

QUOTATION

DOCUMENT: Quote Order

CUST# 22657

CUSTOMER FAX: 3130000000

QUOTE #
12331656-00
PAGE #
2
QUOTED BY
mjs2
DATE ENTERED
10/25/12

BILL TO:

TETRA TECH MPS
 710 AVIS DR
 ANN ARBOR, MI 48108-9649



REFERENCE:

SHPTO:

TETRA TECH MPS
 710 AVIS DR
 ANN ARBOR, MI 48108-9649

INSTRUCTIONS:		TERMS	
		Net 30 Days	
SHIP POINT	VIA	COD	SHIPPED
Madison Heights Branch	UPS GROUND		

McNAUGHTON-McKAY IS PLEASED TO PRESENT THE FOLLOWING QUOTATION FOR YOUR REVIEW

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY QUOTED	EXPECTED SHIP DATE	QTY. U/M	UNIT PRICE	PRICE U/M	AMOUNT (NET)
11	ABZ1492MUA4A13A17 A-B 1492-MUA4-A13-A17 CONVERSION MOUNTING ASSY PN-35645	1		EACH	342.13	E	342.13
12	ABZ1756A17 A-B 1756-A17 17 SLOT CNTRLLOGIX CHASSIS	1		EACH	831.81	e	831.81
13	ABZ1756EN2TR A-B 1756-EN2TR 2-PORT HI-CAP ENET/IP MODULE	2		EACH	2950.95	E	5901.90
14	ABZ1756IA16 A-B 1756-IA16 79-132 VAC INPUT 16 PTS (20 PIN)	5		EACH	442.17	e	2210.85
15	ABZ1756IF16 A-B 1756-IF16 ANLG IN.-CURRENT/VOLT 16 PTS	3		EACH	1480.25	e	4440.75
16	ABZ1756L71 A-B 1756-L71 CONTROLLOGIX 2MB MEMORY CONTROLLER PN-114304	1		EACH	5166.55	E	5166.55
17	ABZ1756N2 A-B 1756-N2 EMPTY SLOT FILLER CARD (ONE PER PKG)	3		EACH	26.84	e	80.52
18	ABZ1756OA16I A-B 1756-OA16I 74-265VAC ISOL. OUTPUT 16 PTS (36	1		EACH	780.24	e	780.24
19	ABZ1756OF6CI A-B 1756-OF6CI ISOL ANLG OUT-CURRENT 6 PTS (20 PI	2		EACH	2397.05	e	4794.10
20	ABZ1756PA75 A-B 1756-PA75 85-265V AC PWR SPLY (5V @ 13A)	1		EACH	1069.60	E	1069.60
21	ABZ1492CM1771LA002 A-B 1492CM1771LA002 1771-T0-1756 CONV	3		EACH	179.05	E	537.15

Thank you for the opportunity to quote on your requirements.

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ELECTRIC COMPANY
 4670 Runway Blvd
 Ann Arbor, MI 48108
 (734) 995-9515
 FAX (734) 995-4063

QUOTATION

DOCUMENT: Quote Order

CUST# 22657

CUSTOMER FAX: 3130000000

QUOTE #
12331656-00
PAGE #
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mjs2
DATE ENTERED
10/25/12

BILL TO:

TETRA TECH MPS
 710 AVIS DR
 ANN ARBOR, MI 48108-9649



REFERENCE:

SHIP TO:

TETRA TECH MPS
 710 AVIS DR
 ANN ARBOR, MI 48108-9649

INSTRUCTIONS:		TERMS	
		Net 30 Days	
SHIP POINT	VIA	COD	SHIPPED
Madison Heights Branch	UPS GROUND		

McNAUGHTON-McKAY IS PLEASED TO PRESENT THE FOLLOWING QUOTATION FOR YOUR REVIEW

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY QUOTED	EXPECTED SHIP DATE	QTY. U/M	UNIT PRICE	PRICE U/M	AMOUNT (NET)
22	ABZ1492CM1771LA003 A-B 1492CM1771LA003 1771-TO-1756 CONV	1		EACH	166.61	E	166.61
23	ABZ1492CM1771LD001 A-B 1492-CM1771-LD001 SWING ARM CONVERSION MOD PN-35618	4		EACH	164.22	E	656.88
24	ABZ1492CM1771LD010F A-B 1492CM1771LD010F 1771-TO-1756 FUSED PN-35628	1		EACH	252.20	E	252.20
25	ABZ1492CONACAB005D A-B 1492CONACAB005D 0.5M CAB COMPAT W/L	3		EACH	255.11	E	765.33
26	ABZ1492CONACAB005E A-B 1492CONACAB005E 0.5M CAB COMPAT W/L	1		EACH	198.85	E	198.85
27	ABZ1492CONCAB005X A-B 1492-CONCAB005X CBL FOR CONVERSION MODULE PN-32121	4		EACH	198.85	E	795.40
28	ABZ1492CONCAB005Y A-B 1492-CONCAB005Y CBL FOR CONVERSION MODULE PN-32122	1		EACH	319.13	E	319.13
29	ABZ1492MUA3A10A13 A-B 1492MUA3A10A13 MOUNTING ASSEMBLY	1		EACH	317.69	E	317.69
30	ABZ1756A13 A-B 1756-A13 13 SLOT CNTRLLOGIX CHASSIS	1		EACH	704.79	e	704.79
31	ABZ1756EN2T A-B 1756-EN2T CNTRLLOGIX HI CAPACITY E-NET/IP MOD	1		EACH	2740.85	E	2740.85

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Continued

Date: 10/25/12 Time: 16:15 User: mjs2

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McNAUGHTON-McKAY
ELECTRIC COMPANY
4670 Runway Blvd
Ann Arbor, MI 48108
(734) 995-9515
FAX (734) 995-4063

QUOTATION

DOCUMENT: Quote Order

CUST.# 22657

CUSTOMER FAX: 3130000000

BILL TO:

TETRA TECH MPS
710 AVIS DR
ANN ARBOR, MI 48108-9649

REFERENCE:



QUOTE #
12331656-00
PAGE #
4
QUOTED BY
mjs2
DATE ENTERED
10/25/12

SHIP TO:

TETRA TECH MPS
710 AVIS DR
ANN ARBOR, MI 48108-9649

INSTRUCTIONS:		TERMS	
		Net 30 Days	
SHIP POINT	VIA	COD	SHIPPED
Madison Heights Branch	UPS GROUND		

McNAUGHTON-McKAY IS PLEASED TO PRESENT THE FOLLOWING QUOTATION FOR YOUR REVIEW

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY QUOTED	EXPECTED SHIP DATE	QTY. U/M	UNIT PRICE	PRICE U/M	AMOUNT (NET)
32	ABZ1756IA16 A-B 1756-IA16 79-132 VAC INPUT 16 PTS (20 PIN)	4		EACH	442.17	e	1768.68
33	ABZ1756IF16 A-B 1756-IF16 ANLG IN.-CURRENT/VOLT 16 PTS	3		EACH	1480.25	e	4440.75
34	ABZ1756N2 A-B 1756-N2 EMPTY SLOT FILLER CARD (ONE PER PKG)	3		EACH	26.84	e	80.52
35	ABZ1756OA16I A-B 1756-OA16I 74-265VAC ISOL. OUTPUT 16 PTS (36	1		EACH	780.24	e	780.24
36	ABZ1756OF6CI A-B 1756-OF6CI ISOL ANLG OUT-CURRENT 6 PTS (20 PI	1		EACH	2397.05	e	2397.05
37	ABZ1756PA75 A-B 1756-PA75 85-265V AC PWR SPLY (5V @ 13A)	1		EACH	1069.60	E	1069.60
38	ABZ1492CM1771LA002 A-B 1492CM1771LA002 1771-TO-1756 CONV	1		EACH	179.05	E	179.05
39	ABZ1492CM1771LA003 A-B 1492CM1771LA003 1771-TO-1756 CONV	1		EACH	166.61	E	166.61
40	ABZ1492CM1771LD004 A-B 1492CM1771LD004 1771-TO-1756 CONV M PP	2		EACH	205.28	E	410.56
41	ABZ1492CM1771LD010F A-B 1492CM1771LD010F 1771-TO-1756 FUSED PN-35628	1		EACH	252.20	E	252.20
42	ABZ1492CONACAB005D A-B 1492CONACAB005D 0.5M CAB COMPAT W/L	1		EACH	255.11	E	255.11

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Ann Arbor, MI 48108
(734) 995-9515
FAX (734) 995-4063

QUOTATION

DOCUMENT: Quote Order

CUST.# 22657

CUSTOMER FAX: 3130000000

BILL TO:

TETRA TECH MPS
710 AVIS DR

ANN ARBOR, MI 48108-9649

SHIP TO:

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710 AVIS DR
ANN ARBOR, MI 48108-9649



REFERENCE:

QUOTE #
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PAGE #
5
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mjs2
DATE ENTERED
10/25/12

INSTRUCTIONS:		TERMS	
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SHIP POINT	VIA	COD	SHIPPED
Madison Heights Branch	UPS GROUND		

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LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY QUOTED	EXPECTED SHIP DATE	QTY. U/M	UNIT PRICE	PRICE U/M	AMOUNT (NET)
43	ABZ1492CONACAB005E A-B 1492CONACAB005E 0.5M CAB COMPAT W/L	1		EACH	198.85	E	198.85
44	ABZ1492CONCAB005Y A-B 1492-CONCAB005Y CBL FOR CONVERSION MODULE PN-32122	3		EACH	319.13	E	957.39
45	ABZ1492MUA2BA7A10 A-B 1492MUA2BA7A10 MOUNTING ASSEMBLY	1		EACH	262.95	E	262.95
46	ABZ1756A10 A-B 1756-A10 10 SLOT CNTRLLOGIX CHASSIS	1		EACH	587.33	e	587.33
47	ABZ1756EN2TR A-B 1756-EN2TR 2-PORT HI-CAP ENET/IP MODULE	2		EACH	2950.95	E	5901.90
48	ABZ1756IA16I A-B 1756-IA16I 79-132VAC ISOL. INPUT 16 PTS (36 P	2		EACH	555.81	e	1111.62
49	ABZ1756IF16 A-B 1756-IF16 ANLG IN.-CURRENT/VOLT 16 PTS	1		EACH	1480.25	e	1480.25
50	ABZ1756L71 A-B 1756-L71 CONTROLOGIX 2MB MEMORY CONTROLLER PN-114304	1		EACH	5166.55	E	5166.55
51	ABZ1756N2 A-B 1756-N2 EMPTY SLOT FILLER CARD (ONE PER PKG	1		EACH	26.84	e	26.84
52	ABZ1756OA16I A-B 1756-OA16I 74-265VAC ISOL. OUTPUT 16 PTS (36	1		EACH	780.24	e	780.24
53	ABZ1756OF6CI A-B 1756-OF6CI ISOL ANLG OUT-CURRENT 6 PTS (20 PI	1		EACH	2397.05	e	2397.05

Thank you for the opportunity to quote on your requirements.

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Continued

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 (734) 995-9515
 FAX (734) 995-4063

QUOTATION

DOCUMENT: Quote Order

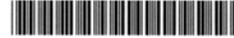
CUST# 22657

CUSTOMER FAX: 3130000000

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INSTRUCTIONS:		TERMS	
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SHIP POINT	VIA	COD	SHIPPED
Madison Heights Branch	UPS GROUND		

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LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY QUOTED	EXPECTED SHIP DATE	QTY. U/M	UNIT PRICE	PRICE U/M	AMOUNT (NET)
54	ABZ1756PA75 A-B 1756-PA75 85-265V AC PWR SPLY (5V @ 13A)	1		EACH	1069.60	E	1069.60
55	ABZ1756R10 A-B 1756-R10 SCABBER PN-90847	1		EACH	2530.75	E	2530.75
56	ABZ1492CM1771LA002 A-B 1492CM1771LA002 1771-TO-1756 CONV	1		EACH	179.05	E	179.05
57	ABZ1492CM1771LA003 A-B 1492CM1771LA003 1771-TO-1756 CONV	1		EACH	166.61	E	166.61
58	ABZ1492CM1771LD004 A-B 1492CM1771LD004 1771-TO-1756 CONV M PP	2		EACH	205.28	E	410.56
59	ABZ1492CM1771LD010F A-B 1492CM1771LD010F 1771-TO-1756 FUSED PN-35628	1		EACH	252.20	E	252.20
60	ABZ1492CONACAB005D A-B 1492CONACAB005D 0.5M CAB COMPAT W/L	1		EACH	255.11	E	255.11
61	ABZ1492CONACAB005E A-B 1492CONACAB005E 0.5M CAB COMPAT W/L	1		EACH	198.85	E	198.85
62	ABZ1492CONCAB005Y A-B 1492-CONCAB005Y CBL FOR CONVERSION MODULE PN-32122	3		EACH	319.13	E	957.39
63	ABZ1492MUA2BA7A10 A-B 1492MUA2BA7A10 MOUNTING ASSEMBLY	1		EACH	262.95	E	262.95
64	ABZ1756A10 A-B 1756-A10 10 SLOT CNTRLLOGIX CHASSIS	1		EACH	587.33	e	587.33

Thank you for the opportunity to quote on your requirements.

All quotations are valid for thirty days, except for pipe and wire, unless otherwise noted above. Quotations for pipe and wire are valid for 24 hours unless otherwise noted above.

Continued

Date: 10/25/12 Time: 16:15 User: mjs2

The sale of products and services by Seller is subject to Seller's general terms and conditions of sale ("Seller's Terms") as attached to this document or as otherwise posted on Seller's website at <http://terms.mc-mc.com/mi>. Seller objects to and rejects any terms or conditions that may appear on or are referenced in Customer's purchase order or other document that are in addition to or otherwise inconsistent with Seller's Terms. Customer's receipt or acceptance of delivery of any ordered item above will constitute its acceptance of Seller's Terms. The above link also includes Seller's Return Policy for customer reference.



McNAUGHTON-McKAY
ELECTRIC COMPANY
4670 Runway Blvd
Ann Arbor, MI 48108
(734) 995-9515
FAX (734) 995-4063

QUOTATION

DOCUMENT: Quote Order

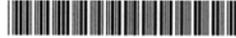
CUST.# 22657

CUSTOMER FAX: 3130000000

BILL TO:

TETRA TECH MPS
710 AVIS DR
ANN ARBOR, MI 48108-9649

REFERENCE:



QUOTE #
12331656-00
PAGE #
7
QUOTED BY
mjs2
DATE ENTERED
10/25/12

SHIP TO:

TETRA TECH MPS
710 AVIS DR
ANN ARBOR, MI 48108-9649

INSTRUCTIONS:		TERMS	
		Net 30 Days	
SHIP POINT	VIA	COD	SHIPPED
Madison Heights Branch	UPS GROUND		

McNAUGHTON-McKAY IS PLEASED TO PRESENT THE FOLLOWING QUOTATION FOR YOUR REVIEW

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY QUOTED	EXPECTED SHIP DATE	QTY. U/M	UNIT PRICE	PRICE U/M	AMOUNT (NET)
65	ABZ1756EN2TR A-B 1756-EN2TR 2-PORT HI-CAP ENET/IP MODULE	1		EACH	2950.95	E	2950.95
66	ABZ1756IA16I A-B 1756-IA16I 79-132VAC ISOL. INPUT 16 PTS (36 P	2		EACH	555.81	e	1111.62
67	ABZ1756IF16 A-B 1756-IF16 ANLG IN.-CURRENT/VOLT 16 PTS	1		EACH	1480.25	e	1480.25
68	ABZ1756N2 A-B 1756-N2 EMPTY SLOT FILLER CARD (ONE PER PKG	4		EACH	26.84	e	107.36
69	ABZ1756OA16I A-B 1756-OA16I 74-265VAC ISOL. OUTPUT 16 PTS (36	1		EACH	780.24	e	780.24
70	ABZ1756OF6CI A-B 1756-OF6CI ISOL ANLG OUT-CURRENT 6 PTS (20 PI	1		EACH	2397.05	e	2397.05
71	ABZ1756PA75 A-B 1756-PA75 85-265V AC PWR SPLY (5V @ 13A)	1		EACH	1069.60	E	1069.60
71	Lines Total	Qty Shipped Total	122		Total		85098.93
					Invoice Total		85098.93

Thank you for the opportunity to quote on your requirements.

All quotations are valid for thirty days, except for pipe and wire, unless otherwise noted above. Quotations for pipe and wire are valid for 24 hours unless otherwise noted above.
Last Page Date: 10/25/12 Time: 16:15 User: mjs2

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RESOLUTION NO. _____

RESOLUTION TO APPROVE
CHANGE ORDER NUMBER ONE
FOR THE PRETREATMENT FACILITIES RENOVATION PROJECT

WHEREAS:

1. As detailed in the attached Staff Report from the City's Drinking Water Plant Superintendent, the City Council awarded a contract on April 18, 2011 in the amount of \$1,855,987.00 to Allied Mechanical Services, Inc., for the Pretreatment Facilities Renovation Project at the Drinking Water Plant.
2. It was discovered that changes were required in the scope of the project resulting in a \$2,175.00 credit, as detailed in the attached Change Order Number One.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve Change Order Number One for the Pretreatment Facilities Renovation Project.
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: November 5, 2012.

ATTACHMENTS:

Staff Report
Change Order Number One

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 24, 2012
Subject: Change Order #1 Pretreatment Facilities Renovation
From: Gerald H. Caron, Superintendent
Meeting Date: November 5, 2012

Recommendation:

It is recommended that the City Council approve Change Order #1 to the Pretreatment Facilities Rehabilitation Project. The result of the change order is a credit of \$2,176.00. The final revised contract amount is \$1,853,811.00.

Sustainability Criteria:

Environmental Quality – The restoration of the pre-treatment facilities in the main treatment plant are needed to ensure that the City of Wyoming and its customers have safe drinking water and fire protection.

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 social economic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – By managing the project and performing the necessary changes needed to complete the project in a cost effective manner the Utilities Department is insuring that we get the best value for this necessary service. This results in the lowest rate possible for our residents and customers.

Discussion:

On April 18, 2011, the Wyoming City Council awarded a contract to Allied Mechanical Services, Inc., for pre-treatment facilities renovations at the water treatment plant. The contract amount for the project was \$1,855,987.00. We are now nearing final completion of the project. During the project we needed to make changes as the work progressed. The scope of the changes and the cost adjustments can be seen on the Change Order #1 document (attached). We added \$64,993.00 worth of work to the scope of the project, and received a credit of \$67,169.00 in scope reductions. The net result of the changes is a credit of \$2,176.00 to the final contract amount.

Budget Impact:

The revised total project cost with Change Order #1 is \$1,853,811.00 and is budgeted in account 591-591-57300-986444.

cc: Bill Dooley

WYOMING, MICHIGAN
DONALD K. SHINE WATER TREATMENT PLANT

PRETREATMENT FACILITIES REHABILITATION

CHANGE ORDER NO. 1

A. SCOPE. Change Order No. 1 consists of pages CO1-1 through CO1-3 and covers the following changes to the Contract provisions.

B. GENERAL

All work to be in accordance with applicable requirements of the Contract Documents.

1. Stage 1 Flocculator Bearing Supports. Delete the requirement to remove and replace existing concrete bearing support bases.

This change results in a decrease of \$16,669.00 to the Contract Price.

2. Flocculator Wall Stuffing Box Drain Piping. Provide drain piping from six flocculator wall stuffing boxes to the existing floor drain in the Headhouse.

This change results in an increase of \$2,594.00 to the Contract Price.

3. Pretreatment Basin Residuals Cleanout Pump Replacement. Provide a new pump in place of the existing two residuals cleanout pumps. Connect to existing suction and discharge piping and modify piping as required for new pump configuration.

This change results in an increase of \$21,976.00 to the Contract Price.

4. 6-inch Residuals Valve. Provide an underground valve on the residuals piping between the MTF Pretreatment Basins and the STF to facilitate pumping residuals to the STF or the lagoon.

This change results in an increase of \$1,000.00 to the Contract Price.

5. Pretreatment Isolation Gate Drain. Provide a 4-inch valve and piping from the Pretreatment Basin gate well to the Pretreatment Basin sump to facilitate draining of the gate well when the filters are removed from service.

This change results in an increase of \$4,412.00 to the Contract Price.

6. Residuals Flushing Connection (Part 1). Provide a 4-inch gate valve with extension stem and valve box in the Headhouse floor to the residuals valve in the Pretreatment Basin below.

This change results in an increase of \$3,173.00 to the Contract Price.

7. Residuals Flushing Connection (Part 2). Provide 4-inch butterfly valve and valve box for flushing water piping connection to the service water west of the Headhouse to serve the Pretreatment Basins.

This change results in an increase of \$4,163.00 to the Contract Price.

8. Sodium Hypochlorite piping in STE. Provide new NaOCl piping from the NaOCl Feed Room to the 72-inch Filter Effluent piping.

This change results in an increase of \$24,375 to the Contract Price.

9. Pretreatment Basin Sleeve Repair. Repair the existing wall sleeve in the wall between the Drive Pit and the Pretreatment Basin.

This change results in an increase of \$3,300.00 to the Contract Price.

10. Unit Price Adjustment for Basin Concrete Repair. Provide credit for the unused Base Bid quantities of basin concrete repair. Details are listed below:

Description/ Charge	Contract Unit \$	Base Bid Quantity	Base Bid Value \$	Actual Quantity	Balance Quantity	Balance \$
<6-inches	\$60	50	\$3,000	25	25	\$1,500
<1/6-inch	\$16	0	\$0	0	0	\$0
<1/2-inch	\$18	0	\$0	0	0	\$0
>1/2-inch	\$20	0	\$0	0	0	\$0
>1-inch	\$24	0	\$0	0	0	\$0
Vertical OH repair	\$38	0	\$0	0	0	\$0
Epoxy Resin injection	\$40	750	\$30,000	150	600	\$24,000
Foam Resin injection	\$40	250	\$10,000	0	250	\$10,000

This change results in a decrease of \$35,500.00 to the Contract Price.

11. Owner's Discretionary Allowance Adjustment. Provide credit for the unused Allowance amount provided for the Owner's Discretionary Allowance. Details are listed below:

Contract Owner's Allowance Amount:	\$10,000
<u>Item 1: Auxiliary Ford Pump Connection:</u>	<u>\$ 2,000</u>
Balance:	\$ 8,000

This change results in a decrease of \$8,000.00 to the Contract Price.

12. Programming Allowance Adjustment. Provide credit for the unused Allowance amount provided for the Owner's Discretionary Allowance. Details are listed below:

Contract Owner's Allowance Amount:	\$30,000
<u>Item 1: Sludge Collection System Programming:</u>	<u>\$23,000</u>
Balance:	\$ 7,000

This change results in a decrease of \$7,000.00 to the Contract Price.

By reason of this Change Order No. 1, the Contract Price shall be decreased by \$2,176.00 to \$1,853,811.00.

SUMMARY

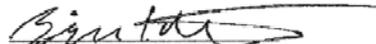
Original Contract Amount	\$1,855,987.00
Change Order No. 1	(\$2,176.00)
Revised Contract Amount	\$1,853,811.00

All other provisions of the contract remain unchanged.

This Change order constitutes a full and complete settlement of the matters set forth herein; including all direct and indirect costs for equipment, manpower, overhead, profit and time. This settlement also is limited to and applies to any claims arising out of or in account of the matters described and set forth in this agreement.

Recommended by:

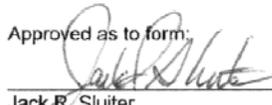
BLACK & VEATCH
(Engineer)


Benjamin C. Whitehead, P.E.
Engineering Manager

CITY OF WYOMING, MICHIGAN
(Owner)

Gerald H. Caron
WTP Superintendent

Approved as to form:


Jack R. Sluiter
Counsel, City of Wyoming

Accepted by:

Allied Mechanical Services, Inc.
(Contractor)

Name:
Title:

Accepted by:

CITY OF WYOMING, MICHIGAN
(Owner)

Jack Poll, Mayor

Heidi A. Isakson, City Clerk

Date _____

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH AND ACCEPT A QUOTE
FOR SLUDGE CROSS COLLECTOR REPAIR

WHEREAS:

1. As detailed in the attached Staff Report from the Drinking Water Plant Superintendent, an inspection of the settling basins has found that the cross collectors are in need of repair.
2. Allied Mechanical Services, Inc. submitted a quote for \$20,300.00 to repair the basins and agreed to deduct \$3,000.00 if the City of Wyoming will provide a confined safety person during the repairs. The City accepted the quote due to the emergency nature of the repairs.
3. Funds for the sludge cross collector repair are available in the Water Utilities account number 591-591-55300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby concur with acceptance of the quote for the sludge cross collector repair by Allied Mechanical Services, Inc. in the total amount of \$17,300.00.

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: November 5, 2012.

ATTACHMENTS:

Staff Report
Memorandum
Photo
Quote

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 22, 2012
Subject: Repair of Cross Collectors in South Treatment Plant
From: Gerald H. Caron, Superintendent
Meeting Date: November 5, 2012

Recommendation:

It is recommended that the City Council authorize Allied Mechanical Services, Inc., to repair the three residual cross collectors at the Water Treatment Plant at a cost of \$17,300.00.

Sustainability Criteria:

Environmental Quality – By repairing these cross collectors we are helping to ensure that the City of Wyoming and its customers have safe drinking water and fire protection.

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 social economic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – By soliciting proposals from qualified firms to perform these needed repairs the Utilities Department is insuring that we get the best value for this necessary service. This results in the lowest rate possible for our residents and customers.

Discussion:

Per the memo attached, we are asking for the City Council to concur with the authorization to hire Allied Mechanical Services, Inc., to repair the three cross collectors.

Budget Impact:

We have adequate funds in account 591-591-55300-930.000 for this repair.

cc: Bill Dooley

Memorandum

To: Curtis Holt, City Manager
From: Gerald Caron, Water Treatment Plant Superintendent
Date: October 16, 2012
Re: Sludge Cross Collector Repair

As you are aware, the South Treatment Plant has super scrapers installed in each of the three trains of the settling basins. Part of this system includes cross collectors to move the solids to the sump for delivery to the sludge equalization basin.

Annual maintenance for the Water Plant settling basins includes cleaning the basins and performing a maintenance inspection. During the inspection of basin #4 and #5 it was discovered that the cross collectors have been damaged due to excessive wear of certain parts. We expect to see the same issue on basin #3 (photos attached).

With this in mind we have asked the installing contractor (Allied Mechanical Services) to inspect the cross collectors and come up with a recommended repair which will also be resistant to future wear. Allied Mechanical has proposed a repair and renovation which we believe will take care of the current problem and provide a pipe sleeve that we can monitor and replace as needed in the future to prevent the cross collector system from failing.

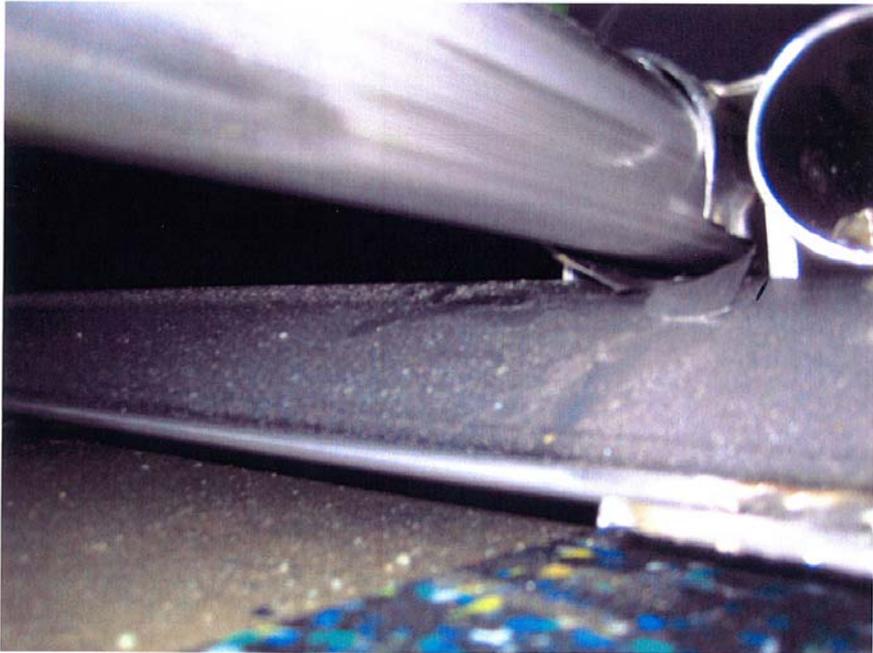
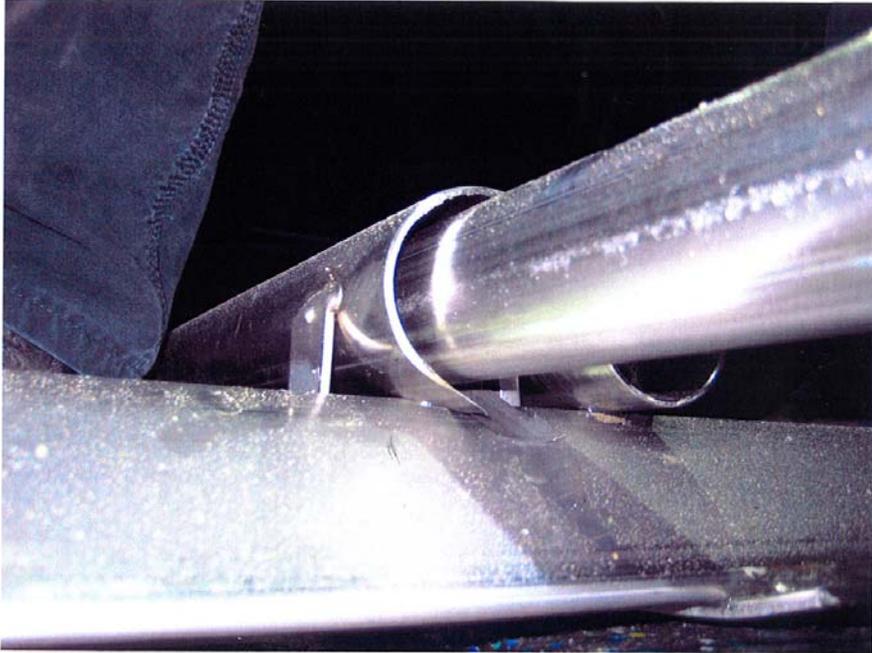
Allied Mechanical Services has submitted a quote for \$20,300.00 to repair all three basins and provide spare parts. They have indicated that we could save \$3,000.00 by providing the required confined space safety person for the project.

In order to get these basins back in service as quickly as possible, which would allow us to work on our maintenance on the North Treatment Plant, we need to move forward without delay. With that in mind, we would like to get your concurrence to hire Allied Mechanical Service at a cost of \$17,300.00 to perform the repairs. Wyoming staff will provide a confined space safety person in order to save the \$3,000.00. We will follow up with City Council approval at their next meeting in November.

Funds are available in account 591-591-55300-930.000.

attachment

cc: Bill Dooley



RESOLUTION NO. _____

RESOLUTION TO ACCEPT PROPOSALS
TO REPAIR TWO RECLAIM PUMPS

WHEREAS:

1. As detailed in the attached Staff Report from the City's Drinking Water Plant Superintendent, it is recommended that the City Council accept two proposals from Layne Christensen Company to rebuild two reclaim pumps at the Water Treatment Plant at a cost of \$9,429.50 each.
2. Sufficient funds for the repairs are available in account number 591-591-55300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposals to repair two reclaim pumps in the total amount of \$18,859.00.

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:

ATTACHMENTS:
Staff Report
Proposals

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 15, 2012
Subject: Repair of Two Reclaim Pumps
From: Gerald H. Caron, Superintendent
Meeting Date: November 5, 2012

RECOMMENDATION:

It is recommended that the City Council authorize the Layne Christensen Company to rebuild wash water reclaim pumps #1 and #2 at the Water Treatment Plant at a cost of \$9,429.50 each for a total cost of \$18,859.00.

SUSTAINABILITY CRITERIA:

Environmental Quality – By repairing these wash water reclaim pumps we are helping to ensure that the City of Wyoming and its customers have safe drinking water and fire protection.

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 social economic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – By soliciting proposals from qualified firms to perform these needed repairs the Utilities Department is insuring that we get the best value for this necessary service. This results in the lowest rate possible for our residents and customers.

DISCUSSION:

The Wyoming Water Treatment Plant has four wash water reclaim pumps. These pumps are each rated for approximately 2 million gallons per day and they deliver reclaimed filter backwash water back to the head of the plant for re-treatment. Two of these pumps are in need of repairs and rebuilding. Wash water reclaim pump #2 is currently inoperable and #1 is running at a reduced capacity.



With this in mind, we asked for proposals from two pump companies to rebuild and repair these pumps. The proposals received are listed below:

	<u>Per Pump</u>	<u>Total</u>
Layne Christensen Company	\$9,429.50	\$18,859.00
Peerless Midwest, Inc.	\$8,690.90	\$17,381.80

An evaluation of the quotes by our staff indicated that the quote from Layne Christensen Company was a better value since it includes new pump columns and additional hours for machining. Both companies have performed repairs for us in the past.

It is the staff's recommendation that we accept the quote from Layne Christensen Company at \$9,429.50 for each pump rebuild for a total cost of \$18,859.00.

BUDGET IMPACT:

We have budgeted funds in account 591-591-55300-930000 for pump and motor repairs and adequate funds are available for this repair project.

cc: Bill Dooley

PROPOSAL

LAYNE CHRISTENSEN COMPANY

PROFESSIONAL SERVICES FOR WATER SYSTEMS

3126 N. Martin L. King Jr. Blvd./Lansing, Michigan 48906/Phone: (517)323-4931/Fax: (517)323-1619

TO: City of Wyoming
1155 - 28Th Street S.W.
Wyoming, MI 49509

DATE: October 15, 2012

QUOTE #: 59121

ATTN: Mr. Gerry Caron, Mr. Rick Velderman

Page 1 of 1

RE: WTP Reclaim Pump No. 1 - Rebuild

QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	This is an estimate based on our records. Things may change once we get the pump out and have it inspected and a complete report sent to you on the repairs. This quote is based on a complete rebuild of the pump, new column, shafting, bearings and head rebuild.		
	Estimated Materials		
	2 - Intermediate housings	1 - Discharge housing	
	1 - Suction housing	Metalize Impellers	
	2 - 6" column pieces	2 - column couplings	
	2 - column rubber bearings	2 - 1" shafting	
	1 - Strainer	6 - bronze bearings	
	3 - shaft couplings	1 - motor shaft	
	1 - shop supplies		
1	Estimated Materials	\$3,977.00	\$3,977.00
	Estimated Labor		
20	Field hours including a 2-man crew with all necessary equipment.	\$175.00	\$3,500.00
25	Shop Hours for inspection, repair or replace and rebuild	\$75.00	\$1,875.00
6	Maching hours for shafting, impellers, bowls	\$90.00	\$540.00
-1	Labor credit for pulling pump #2 on same mobilization as re-setting pump #1.	\$462.50	(\$462.50)
		Total Sale Price:	9,429.50

Labor hours and materials are estimated. Invoice will reflect actual hours worked and material used.

LAYNE-NORTHERN
A Division of Layne Christensen Company
(CONTRACTOR)

This Quotation will automatically expire if Purchaser does not deliver a written acceptance to contractor by _____

By Chris Zeeb

ACCEPTANCE:

The undersigned accepts the above proposal at the prices shown, subject to any necessary revision in the list of estimated quantities, and hereby authorizes and instructs Contractor to proceed with the described work.

The undersigned understands and agrees that the Terms and Conditions shown on the reverse are hereby incorporated as part of this contract. Purchaser's pumps, motors, parts and/or accessories may be stored by Contractor for thirty (30) days from date of invoice or other written notice from Contractor. After thirty (30) days, disposal of equipment may be made by Contractor without incurring any liability.

Purchaser _____ Address: _____

By: _____ Date: _____

PROPOSAL

LAYNE CHRISTENSEN COMPANY

PROFESSIONAL SERVICES FOR WATER SYSTEMS

3126 N. Martin L. King Jr. Blvd./Lansing, Michigan 48906/Phone: (517)323-4931/Fax: (517)323-1619

TO: City of Wyoming
1155 - 28Th Street S.W.
Wyoming, MI 49509

DATE: October 15, 2012

QUOTE #: 28722

ATTN: Mr. Gerry Caron, Mr. Rick Velderman

Page 1 of 1

RE: WTP Reclaim Pump No. 2 - Rebuild

QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	This is an estimate based on our records. Things may change once we get the pump out and have it inspected and a complete report sent to you on the repairs. This quote is based on a complete rebuild of the pump, new column, shafting, bearings and head rebuild.		
	Estimated Materials		
	2 - Intermediate housings	1 - Discharge housing	
	1 - Suction housing	Metalize Impellers	
	2 - 6" column pieces	2 - column couplings	
	2 - column rubber bearings	2 - 1" shafting	
	1 - Strainer	6 - bronze bearings	
	3 - shaft couplings	1 - motor shaft	
	1 - shop supplies		
1	Estimated Materials	\$3,977.00	\$3,977.00
	Estimated Labor		
20	Field hours including a 2-man crew and all necessary equipment.	\$175.00	\$3,500.00
25	Shop Hours for inspection, repair or replace and rebuild	\$75.00	\$1,875.00
6	Maching hours for shafting, impellers, bowls	\$90.00	\$540.00
-1	Labor credit for re-setting pump #1 on same mobilization as pulling pump #2.	\$462.50	(\$462.50)
		Total Sale Price:	9,429.50

Labor hours and materials are estimated. Invoice will reflect actual hours worked and material used.

LAYNE-NORTHERN
A Division of Layne Christensen Company
(CONTRACTOR)

This Quotation will automatically expire if Purchaser does not deliver a written acceptance to contractor by _____

By _____ Chris Zeeb

ACCEPTANCE:

The undersigned accepts the above proposal at the prices shown, subject to any necessary revision in the list of estimated quantities, and hereby authorizes and instructs Contractor to proceed with the described work. The undersigned understands and agrees that the Terms and Conditions shown on the reverse are hereby incorporated as part of this contract. Purchaser's pumps, motors, parts and/or accessories may be stored by Contractor for thirty (30) days from date of invoice or other written notice from Contractor. After thirty (30) days, disposal of equipment may be made by Contractor without incurring any liability.

Purchaser _____ Address: _____

By: _____ Date: _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE
PURCHASE OF LIQUID CHLORINE

WHEREAS:

1. As detailed in the attached Staff Report from the City's Clean Water Plant Superintendent, the City of Grand Rapids accepted bids for liquid chlorine with the option for the cities of Wyoming, Holland, Grand Haven and Muskegon to purchase under the City of Grand Rapids bid.
2. The City of Grand Rapids accepted JCI Jones Chemical Inc. bid and it is also recommended the City of Wyoming accept JCI Jones Chemical Inc. bid of \$400.00 per ton for three years.
3. The purchase of liquid chlorine will be charged to the Wastewater Treatment Operating Supplies Account number 590-590-54300-7400000.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

ATTACHMENTS:
Staff Report
Bid Award
Contract Summary

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: October 15, 2012

Subject: Clean Water Plant Chemical Bids

From: Myron Erickson, PE, Clean Water Plant Superintendent

Meeting Date: November 5, 2012

Recommendation:

It is recommended that JCI Jones Chemical Inc. be awarded the bid for chlorine to be used in the disinfection of treated wastewater at the Clean Water Plant.

Sustainability Criteria:

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

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

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

Discussion:

The City of Grand Rapids bids water and wastewater treatment plant chemicals and also includes the option for the Cities of Wyoming, Holland, Grand Haven, and Muskegon to purchase chemicals under their bid. Their bid documents usually include the option for the bidders to provide pricing for additional years. This cooperative effort has resulted in significant cost savings for the City of Wyoming over the years.

The City of Grand Rapids accepted bids on 14 September, 2012, for Liquid Chlorine and they have opted to accept the three-year pricing of \$400 per ton from JCI Jones Chemical Inc. It is my recommendation that the City of Wyoming accept the bid from the Grand Rapids cooperative for the 3 year pricing plan of Liquid Chlorine from JCI Jones.

Budget Impact:

This year the price went down from \$498 to \$400 per ton. Funds are available in Account 590-590-54300-740.000 at the Clean Water Plant for this purchase.

Bid Award Report

Bid 885-38-19

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

Report created by WebProcure

Title: Liquid Chlorine, 1-Ton Cylinders

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

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

Solicitation Invitation Type: Public

Description:

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

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

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

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

Delivery Terms: Free On Board Destination

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

Payment Terms: Net 30 Days

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

Contact Information

Name: Anthony Wojciakowski

Agency: City Of Grand Rapids

Address: 300 Monroe Avenue, Purchasing, 7th Floor, Grand Rapids MI, 49503, United States

Phone: 616-456-4178

Email: awojciak@grcity.us

Additional Information:

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

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

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

Scope of Work:

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

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

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

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



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

Bidder: JCI Jones Chemicals, Inc

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

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

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

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

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

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

Can you comply: Yes No.

Company name

JCI Jones Chemicals, Inc
Print or Type


Donald Skidmore Jr.
Company Officer Name / Signature

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

QUESTIONNAIRE

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

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

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

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

JCI is a private family owned company founded in 1930 operating from 12 manufacturing and distribution centers located across the USA with the corporate office located in Sarasota, FL.
JCI is the largest re-packer of Chlorine and one of the largest industrial bleach manufacturers in the world. Our customers can depend on us to provide competitive pricing, long term supplier relationships insuring product availability, complementary safety site assessments, product use and handling training, JCI owned and operated transportation fleet and 24/7 Emergency Response Teams.

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

18000 Payne Street Riverview, MI

BIDDER JCI Jones Chemicals, Inc.

QUESTIONNAIRE CON'T

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

see attached MSDS

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

Specify product stability and shelf life:

see attached letter

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

UL Certification - ANSI/NSF

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

see attached letter

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

Supplier contact and JCI personnel

BIDDER JCI Jones Chemicals, Inc.



September 6, 2012

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

RE: Bid Ref #885-38-19

To Whom It May Concern:

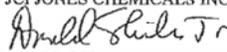
In response to the questions posed on page 3 of the City of Grand Rapids' Invitation to Bid (#885-38-19) for chorine, the purpose of this letter is to provide you with information pertaining to JCI's repackaging and shipping procedures as well as information regarding the stability and shelf life of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

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

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

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

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

Sincerely,
JCI JONES CHEMICALS INC.

Donald Skidmore Jr.
Branch Manager

QUESTIONNAIRE CON'T

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

none

Product Testing:

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

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

Can you comply: Yes No.

If "No" please specify:

Annual Training Class:

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

If "No" please specify:

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

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

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

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

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

BIDDER JCI Jones Chemicals, Inc.

HAZARDOUS MATERIALS REFRESHER COURSE

Ken Gilbert

June 6, 2012

HAZARDOUS MATERIALS 8 HOUR REFRESHER

COURSE COST

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

QUESTIONNAIRE CONT

Delivery Time:

Specify standard delivery time, from placement of order to delivery of product(s) to multiple locations and delivery points throughout the West Michigan area for bid item #1: 1-2 Days.

Deliveries shall be accepted between the hours of 9:00 AM AND 2:00 PM only, Monday through Friday, excluding weekends and holidays. Any delivery outside of this time frame shall be refused, at no additional cost to the City or agency, and delivered the next day during the specified timeframe at no additional cost to the City or agency, can you comply: Yes No.

If utilizing subcontractors in the performance of any part of the contract (including delivery and or distribution) please provide company information in detail and the type of work they will perform:

1. ___ / ___ / ___
Company name address contact and phone number

Type of work performed

2. ___ / ___ / ___
Company name address contact and phone number

Type of work performed

List national holidays observed by your company:

- New Year's Day Martin Luther King Day Memorial Day
 Independence Day Labor Day Thanksgiving Day
 Friday after Thanksgiving Christmas Eve Christmas Day
 Other: Presidents Day Other: Good Friday Other: Veterans Day

Specify the following contacts if awarded the contract:

	Name:	Phone #	Fax #	E-mail
Orders:	Pam Nowaske/Ken Gilbert	734.283.0677	734.283.0979	pnowaske@jcichem.com
Administrative:	Donald Skidmore Jr	734.283.0677	734.283.0979	dskidmorejr@jcichem.com
24 Hour Emergency:	Chemtrec	800.424.9300		
Service/Support	Ken Gilbert/Don Skidmore Jr.	734.283.0677	734.283.0979	kgilbert@jcichem.com

TERMS AND CONDITIONS

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

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

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

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

Solicit Cancellation

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

Cost of Preparation

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

Right to Request Additional Information

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

Contract term:

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

Renewal options:

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

Discrepancies or omissions:

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

Taxpayer Identification Number Certification:

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

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

Certification Instructions:

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

TERMS AND CONDITIONS CONT

Environmentally Preferable Purchasing:

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

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

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

Pricing:

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

Quantities:

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

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

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

Submittals:

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

Non-assignment:

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

Performance by Subcontractors:

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

Samples:

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

TERMS AND CONDITIONS CON'T

Award criteria/bidder selection:

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

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

Award/Insurance:

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

Contacts:

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

Project manager:

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

Orders/releases/purchase orders:

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

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

Packaging:

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

Delivery:

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

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

TERMS AND CONDITIONS CON'T

City of Grand Rapids delivery requirements:

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

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

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

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

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

Special Delivery: City of Grand Haven

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

Advance Notice of Delivery:

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

Emergency Delivery:

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

Cylinder deposit/Demurrage:

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

Product Supply:

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

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

Licenses, permits, certifications, fees:

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

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

TERMS AND CONDITIONS CONT

Invoicing:

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

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

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

Method of resolving dispute:

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

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

Contractor responsibilities:

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

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

Laws, ordinances, and regulations:

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

Safety, laws, and regulations:

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

Non-Reimbursable Charges:

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

Additions:

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

TERMS AND CONDITIONS CON'T

Reports:

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

Management of service contracts:

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

Modifications:

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

Liability:

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

Independent Contractor:

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

Terms and conditions of ensuing contract:

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

Cancellation:

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

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

If no, list exceptions below in detail:

BIDDER JCI Jones Chemicals, Inc.

TERMS AND CONDITIONS CONT

Litigation History

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

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

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

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

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

Check One:

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

OR

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

JCI Jones Chemicals, Inc
COMPANY NAME

Donald Skidmore Jr.
NAME (PRINT OR TYPE)

Branch Manager
TITLE

Donald Skidmore Jr.
AUTHORIZED SIGNATURE

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

Grand Rapids Bid Ref #885-38-19

Litigation History

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

TERMS AND CONDITIONS CONT

Conflict of Interest

By signing below, the Contractor represents that:

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

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

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

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

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

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

Conflict/Non-Conflict of Interest Statement: Check One

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

OR

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

JCI Jones Chemicals, Inc.
COMPANY NAME

Donald Skidmore Jr.
NAME (PRINT OR TYPE)

Branch Manager

TITLE

Donald Skidmore Jr.
AUTHORIZED SIGNATURE

SPECIFICATIONS

Scope and Intent:

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

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

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

Production:

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

Testing:

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

Quantities:

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

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

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

Packaging:

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



September 6, 2012

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

Dear Sir/Madam:

AFFIDAVIT OF COMPLIANCE

CHLORINE

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

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

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

Very truly yours,

JCI JONES CHEMICALS, INC.

Donald Skidmore Jr.

Donald Skidmore Jr.
Branch Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WA#712152 Bacic Group, LLC dba MCM-BACIC Bacic Pacific Insurance Services, LLC #0F82099 1325 Fourth Avenue, Suite 2100 Seattle, WA 98101	1-206-343-2323	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
INSURED JCI Jones Chemicals Inc 1765 Ringling Blvd Sarasota, FL 34236		INSURER(S) AFFORDING COVERAGE INSURER A: CHARTIS SPECIALTY INS CO 26883 INSURER B: INSURANCE CO OF THE STATE OF PA 19429 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 29091510 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	EG14240603 <i>Approved Craig Leaton Risk Manager</i>	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA1949770 9-28-12	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	EGU14240892	01/01/12	01/01/13	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC025889775 WC 025889774	01/01/12 01/01/12	01/01/13 01/01/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Legal Liability		EG14240603	01/01/12	01/01/13	Each Loss 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job Number: 885-381-19 Project Name: Liquid Chlorine contract 09/01/12 ? 11/30/13
Per the attached endorsement the following are additional insureds: City of Grand Rapids

This insurance is primary and non-contributory.

CERTIFICATE HOLDER City of Grand Rapids Purchasing Department Anthony Wojcickowski 300 Monroe N.W., Suite 720 Grand Rapids, MI 49503 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David W Bacic</i>
---	---

ACORD 25 (2010/05)
Leah
29091510

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ENDORSEMENT NO. 14

This endorsement, effective 12:01 AM, January 1, 2012

Forms a part of Policy No: EG 14240603

Issued to: JCI JONES CHEMICALS, INC.

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT -
OWNERS, LESSEES OR CONTRACTORS - YOUR WORK**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY**

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Blanket Where Required by Written Contract or Agreement

Location(s) of Covered Operation(s):

All Locations Where Required by Written Contract or Agreement

I. Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE E-2 PRODUCTS POLLUTION AND EXPOSURE LIABILITY, and COVERAGE E-3 - CONTRACTORS POLLUTION LIABILITY, SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs** caused, in whole or in part, by:

A. Your acts or omissions; or

B. The acts or omissions of those acting on your behalf;

In the performance of **your work** for the additional insured(s) at the location(s) designated above.

II. As respects the coverage afforded the additional insured(s) scheduled above, this insurance is **primary and non-contributory**, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

103393 (10/09)
CI4406

PAGE 1 OF 1

BID AWARD & CONTRACT

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

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

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

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

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

The City of Grand Rapids, a
Michigan Municipal Corporation

By: _____
George K. Heartwell, Mayor

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

Witnessed: _____

BIDDER/CONTRACTOR

JCI Jones Chemicals, Inc
COMPANY NAME

Donald Skidmore Jr.
NAME (PRINT OR TYPE)

Branch Manager
TITLE

Donald Skidmore Jr.
AUTHORIZED SIGNATURE

**AFFIX
Mayor's Signature**

BA
Dept. of Law

Pamela Nowaske
Witnessed Pamela Nowaske

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



**DRINKING WATER
TREATMENT ADDITIVES
ANSI/NSF 60
8N76**

Maximum Use Level:

Chlorine: 30 mg/l

**Manufactured by: JCI JONES CHEMICALS, INC.
18000 Payne Avenue, Riverview, MI 48192**

Certificate of Compliance

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

Page 1 of 2



**Underwriters
Laboratories Inc.**

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

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

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

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

Additional Information: See addendum for factory locations

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

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

Look for the UL Classification Mark on the product

Issued by

Nancy Batey, Project Handler

Underwriters Laboratories Inc.

Reviewed by

Douglas Frederick, Senior Project Chemist

Underwriters Laboratories Inc.

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

Certificate of Compliance

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

Page 2 of 2



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

Factory Locations:

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

Issued by:

Nancy Batey, Project Handler

Underwriters Laboratories Inc.

Any information on this certificate is provided on behalf of Underwriters Laboratories Inc. (UL) or any authorized licensee of UL. For locations in the United States of America you may call 1-877-UL-661-1137.

Reviewed by:

Douglas Frederick, Senior Project Chemist

Underwriters Laboratories Inc.

Material Safety Data Sheet



Date of issue 21 June 2010
Version 4

1. Product and company identification

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

2. Hazards identification

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

Potential acute health effects

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

Over-exposure signs/symptoms

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

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2. Hazards identification

Eyes : Adverse symptoms may include the following:
pain
watering
redness

Medical conditions aggravated by over-exposure : Pre-existing disorders involving any target organs mentioned in this MSDS as being at risk may be aggravated by over-exposure to this product.

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

See toxicological information (section 11)

3. Composition/information on ingredients

Name	CAS number	%
chlorine	7782-50-5	99.9

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

4. First aid measures

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

Eye contact : Check for and remove any contact lenses. Immediately flush eyes with running water for at least 15 minutes, keeping eyelids open.

Skin contact : Remove contaminated clothing and shoes. Wash skin thoroughly with soap and water or use recognized skin cleanser. Do NOT use solvents or thinners.

Inhalation : Immediately remove the exposed person upwind from contaminated area. Contact a poison control center, emergency room or physician as soon as possible as further treatment will be necessary. If breathing has stopped, give artificial respiration. If breathing is difficult, give oxygen if equipment and trained personnel are available. If exposed person is breathing, place in a comfortable position. Keep exposed person warm and at rest until medical assistance becomes available. Effects may be delayed. Rest is recommended after exposure.

Ingestion : This route of exposure is not applicable.

Notes to physician : Excellent warning properties force rapid escape from chlorine gas. Exposure to high concentrations for a short time can result in acute respiratory failure with later complications being tracheobronchopneumonitis and pulmonary edema. A person with a severe inhalation exposure should be hospitalized and treated as a respiratory emergency. Any chlorine exposure in an individual with compromised pulmonary function (COPD) should be regarded as a severe inhalation and as a respiratory emergency.

5. Fire-fighting measures

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

Extinguishing media

Suitable : Use an extinguishing agent suitable for the surrounding fire.

Not suitable : None known.

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5. Fire-fighting measures

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

6. Accidental release measures

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

7. Handling and storage

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

Product name Chlorine

7. Handling and storage

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

Storage

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

8. Exposure controls/personal protection

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

Key to abbreviations

A = Acceptable Maximum Peak

ACGIH = American Conference of Governmental Industrial Hygienists.

C = Ceiling Limit

F = Fume

IPEL = Internal Permissible Exposure Limit

OSHA = Occupational Safety and Health Administration.

R = Respirable

S

SR = Respiratory sensitization

SS = Skin sensitization

TD = Total dust

TLV = Threshold Limit Value

TWA = Time Weighted Average

Z = OSHA 29CFR 1910.1200 Subpart Z - Toxic and Hazardous Substances

Consult local authorities for acceptable exposure limits.

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

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

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

Personal protection

Eyes : Chemical splash goggles and face shield.

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

Gloves : butyl rubber, neoprene

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

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8. Exposure controls/personal protection

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

9. Physical and chemical properties

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

10. Stability and reactivity

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

11. Toxicological information

Acute toxicity

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

Conclusion/Summary : Toxic to humans or animal life.

United States - Canada - Mexico

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formally  ATRICH

11. Toxicological information

Chronic toxicity

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

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

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

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

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

Carcinogenicity

Carcinogenicity : No known significant effects or critical hazards.

Classification

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

Mutagenicity

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity

Teratogenicity : No known significant effects or critical hazards.

Reproductive toxicity

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

12. Ecological information

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

Aquatic ecotoxicity

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

13. Disposal considerations

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

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

14. Transport information

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

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

15. Regulatory information

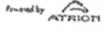
- United States inventory (TSCA 8b) : All components are listed or exempted.
- Australia inventory (AICS) : All components are listed or exempted.
- Canada inventory (DSL) : All components are listed or exempted.
- China inventory (IECSC) : All components are listed or exempted.
- Europe inventory (REACH)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

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

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

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

Mexico



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15. Regulatory information

Classification
Flammability : 0 Health : 3 Reactivity : 0

16. Other information

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

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

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

National Fire Protection Association (U.S.A.)
Health : 3 Flammability : 0 Instability : 0

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

Date of previous issue : 6/21/2010.

Organization that prepared the MSDS : EHS

Indicates information that has changed from previously issued version.

Disclaimer

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



Contract Summary
City Of Grand Rapids

General Information

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

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

Commodity

Code	Description
88538	Chlorine, Liquefied

Contractor

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

Distributors

JCI JONES CHEMICALS INC

Pricing Information

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

Other Notes

Contract Period

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

Catalog Names

No catalog(s) found

Document(s)

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

Authorization

Water-Filtration (4342)

