

AGENDA
WYOMING CITY COUNCIL MEETING
GEZON PARK
MONDAY, JULY 15, 2024, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Heather Dood, Grace Reformed Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the July 1, 2024 Regular Meeting and Closed Session
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Consumers Energy Update
 - b) Proclamations
 1. Park and Recreation Month
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 24-14 Acceptance of a City Center Easement (Rogers Plaza Wyoming SC, LLC)
- 13) Budget Amendments**
- 14) Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
 - a) To Set Meeting Day and Time for the Parks and Recreation Commission of the City of Wyoming
 - b) To Approve Traffic Control Order Nos. 1.01-24, 1.02-24 and 7.01-24

15) Resolutions

- c) To Accept an Agreement with the Children's Assessment Center dba Children's Advocacy Center of Kent County

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

- d) Approving and Authorizing Signing, Payment for, and Recording of 3rd Transmission Main Project Easement Documents
- e) To Accept a Proposal from PK Contracting to Perform the Annual Pavement Markings for 2024
- f) To Authorize the Purchase of Fleet Vehicles and Equipment
- g) To Accept a Quote for Fire Station Alerting Systems
- h) For the Purchase of a Chemical Tank
- i) To Accept a Proposal for Exterior Cleaning of Three Ground Storage Tanks
- j) To Accept a Proposal for Engineering Services for the Primary Clarifier Inspection Project
- k) For Award of Bids and to Accept a Quote for Electrical Supplies
 - 1. Electrical Supplies
 - 2. Fire Turnout Gear
 - 3. Headworks Project Design
 - 4. Lot Resurfacing

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

20) Closed Session (as necessary)

21) Adjournment

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

PROCLAMATION

DESIGNATION OF JULY AS PARK AND RECREATION MONTH

WHEREAS, parks and recreation is an integral parts of communities throughout this country, including the City of Wyoming; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who visit parks increasing personal well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for sports, such as softball and baseball, biking, walking, trails, playgrounds, and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation facilities, such as the Wyoming Senior Center, are leaders in providing of healthy meals, nutrition services and education; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, the attraction and retention of businesses, and crime reduction; and

WHEREAS, the U.S. House of Representatives has designated July as Park and Recreation Month; and the City of Wyoming recognizes the benefits derived from parks and recreation resources; and

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan do hereby proclaim July 2024, as

PARK AND RECREATION MONTH

in the City of Wyoming and offer sincere appreciation for the commitment and opportunities it provides to our community.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan

CITY OF WYOMING

City Attorney | 2650 DeHoop Ave. SW, Suite B, Wyoming MI 49509
616.265.3060 | Fax 616.265.3063 | wyomingmi.gov

July 15, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24-14

Subject: Acceptance of City Center easement

Councilmembers:

We continue to acquire easements needed for the City Center project. I recommend City Council's approval of the following easement:

Grantor: Rogers Plaza Wyoming SC, LLC
Easement: Communication easement
Parcel #: 41-17-14-201-016
Address: 950 28th St SW
Consideration: \$1.00

I recommend the City Council approve the attached easement prepared by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachment: Easement

COMMUNICATIONS EASEMENT

Rogers Plaza Wyoming SC, LLC, a Texas limited liability company, of 70 NE Loop 410, Ste 185, San Antonio, TX 78216 (**Grantor**), in exchange for the consideration of \$1.00, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming**, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**) a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, underground communications lines, conduits, ducts and duct banks, and related appurtenances such as manholes, meters, access panels, and switches subject to the following:

1. Grantor reserves and retains the right to fully use and enjoy the Easement Area and may landscape it and pave it for driveways, walkways, or parking areas. However, no buildings or other structures, including brick, block, or stone walls, may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to any communications improvements located above ground. City has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of City, operation of law, or otherwise, to attach to or be placed upon the Easement Area.
2. Except for urgent or emergency situations, City will give reasonable notice, which shall be no less than three (3) business days, to Grantor before working within the Easement Area. After the initial construction is completed, if work is undertaken in the Easement Area, the Easement Area and any other disturbed areas of Grantor's property will be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Alternatively, at Grantor's option, City may reimburse Grantor for costs to make part of or all the restoration.
3. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives. City may assign this easement to any successor of City or allow other communications services providers to use the easement.
4. This easement is granted subject to any matters of record in the county where the Easement Area is located, discrepancies, conflicts or shortages in area or boundary lines, and any encroachments, encumbrances or other matters that are visible and on the ground to the full extent that any such encroachments, encumbrances or matters exist and affect the Easement Area. Grantor has not made, and does not hereby make, any representations or warranties as to the physical condition, layout, area, expenses, or any other matter affecting or related to the Easement Area or the easement and does not make any other warranties, express or implied, of merchantability, fitness or suitability for a particular purpose, or otherwise, with respect to the Easement Area or easement. Any implied warranties are expressly disclaimed and excluded.
5. **CITY AND CITY'S SUCCESSORS AND ASSIGNS SHALL AND HEREBY DO AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, AND GRANTOR'S SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE MEMBERS, MANAGERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, TENANTS, INVITEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL LIABILITIES, DAMAGES, SUITS, LIENS, ACTIONS, COSTS, LOSSES AND EXPENSES OF ANY NATURE (INCLUDING ATTORNEYS' FEES) FOR PERSONAL INJURY, DEATH AND DAMAGE TO ANY PROPERTY CAUSED BY OR ARISING OUT OF CITY'S USE, OCCUPANCY, OR MAINTENANCE OF THE EASEMENT AREA, UNLESS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR OR GRANTOR'S AGENTS, EMPLOYEES, INVITEES, OR GUESTS.**
6. This easement shall run with land as a perpetual easement. It is binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor identified above and its successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.

ROGERS PLAZA WYOMING SC, LLC
a Texas limited liability company
SPS Spigel Family Holdings, Ltd., a Texas
limited partnership
By: SS Spigel General Partner, LLC, a Texas
limited liability company

By: [Signature]
James Iacuone, Authorized Agent

STATE OF TX

COUNTY OF Bexar

Acknowledged before me in Bexar County, TX, on

7/3, 2024, by James Iacuone

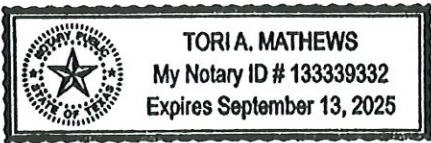
[Signature]

Tori Mathews, Notary Public

Bexar County, TX

Acting in Bexar County, TX

My commission expires: September 13, 2025

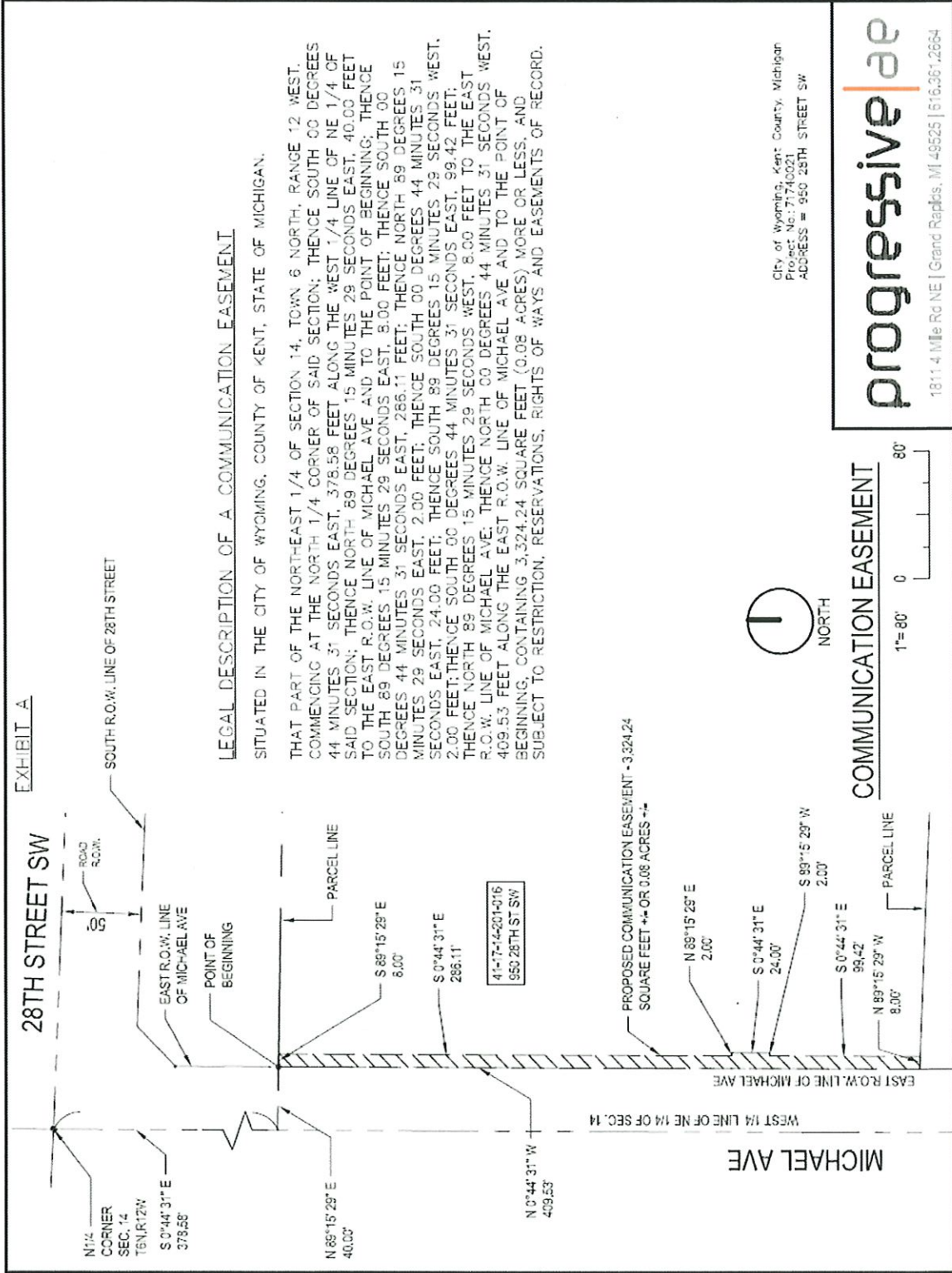


Drafted by:
Scott Smith, City Attorney
Wyoming Justice Center, B-Suite
2650 DeHoop Ave SW
Wyoming, MI 49509

Legal Description prepared by:
Progressive AE
1811 4 Mile Rd NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St SW
Wyoming, MI 49509-0905

EXHIBIT A
EASEMENT AREA DEPICTION/DESCRIPTION



RESOLUTION NO. _____

RESOLUTION TO SET MEETING DAY AND TIME
FOR THE PARKS AND RECREATION COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. The Parks and Recreation Commission currently meets on the second Wednesday of each month (except July and August) at 7:00 p.m.
2. The Parks and Recreation Commission has proposed changing its meeting schedule to the second Wednesday of each month (except July and August) at 6:00 p.m.
3. Section 2.113 of the Code of Ordinances states that the days and times of regular meetings of all board and commission shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The regular day and time for meetings of the Parks and Recreation Commission shall be the second Wednesday of each month (except July or August) at 6:00 p.m.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE
TRAFFIC CONTROL ORDER NOS. 1.01-24, 1.02-24 AND 7.01-24

WHEREAS:

1. Traffic Control Order Nos. 1.01-24, 1.02-24 and 7.01-24, as set forth in the exhibits attached hereto and made a part of this Resolution, has been proposed in the City of Wyoming.
2. It is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police and adopted by the City of Wyoming, that said Traffic Control Orders should be approved by the City Council as permanent.

NOW, THEREFORE, BE IT RESOLVED:

1. That such final approval be and is hereby granted that the aforesaid Traffic Control Order Nos. 1.01-24, 1.02-24 and 7.01-24 be made a permanent part of the Traffic Control Order files of the City of Wyoming.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Traffic Control Order No. 1.01-24, with map
Traffic Control Order No. 1.02-24, with map
Traffic Control Order No. 7.01-24, with map

Resolution No. _____

CITY OF WYOMING

Public Works | 2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3487 | wyomingmi.gov

July 15, 2024

PERMANENT TRAFFIC CONTROL ORDER NO 1.01-24

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

Hemlock Dr. at its intersection with Reserve Dr.
Red Cedar Dr. at its intersection with Reserve Dr.
Looking Glass Dr. at its intersection with Reserve Dr.
Sage River Ct. at its intersection with Reserve Dr.
Shelldrake Dr. at its intersection with Nile Dr.
Chestnut Ridge Dr. at its intersection with Nile Dr

2. REGULATION:

All traffic on Hemlock Dr. shall stop before entering the intersection of Reserve Dr.
All traffic on Red Cedar Dr. shall stop before entering the intersection of Reserve Dr.
All traffic on Looking Glass Dr. shall stop before entering the intersection of Reserve Dr.
All traffic on Sage River Ct. shall stop before entering the intersection of Reserve Dr.
All traffic on Shelldrake Dr. shall stop before entering the intersection of Nile Dr.
All traffic on Chestnut Ridge Dr. shall stop before entering the intersection of Nile Dr.

3. SIGNS:

"Stop"

4. EFFECTIVE:

Immediately

Authority,



Russell J. Henckel, PE
Traffic Engineer

RJH:nll

cc: Police Dept



56TH ST

YUKON DR

RHINE CT

ELBE CT

DANUBE DR

HICKORY RIDGE CT

HICKORY RIDGE DR

CHERRY RIDGE DR

NILE DR

WALNUT RIDGE DR

CHESTNUT RIDGE DR

HEMLOCK DR

RED CEDAR DR

LOOKING GLASS DR

LOOKING GLASS CT

AMUR DR

AMUR CT

SAGE RIVER CT

SHELLDRAKE DR

BARK RIVER CT

ERVE DR

CITY OF WYOMING

Public Works | 2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3487 | wyomingmi.gov

July 15, 2024

PERMANENT TRAFFIC CONTROL ORDER NO 1.02-24

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

Yukon Dr. at its intersection with Nile Dr.

2. REGULATION:

a. Traffic Control Order No. 7.02-06, dated September 5, 2006, is hereby revoked

b. All traffic on Yukon Dr. shall stop before entering the intersection of Nile Dr.

c. Change existing yield control to stop control

3. SIGNS:

"Stop"

4. EFFECTIVE:

Immediately

Authority,



Russell J. Henckel, PE
Traffic Engineer

RJH:nll

cc: Police Dept



56TH ST

YUKON DR

RHINE CT

ELBE CT

DANUBE DR

NILE DR

HICKORY RIDGE CT

HICKORY RIDGE DR

CHERRY RIDGE DR

HEMLOCK DR

RED CEDAR DR

LOOKING GLASS CT

LOOKING GLASS DR

AMUR DR

AMUR CT

SAGE RIVER CT

SHELDRAKE DR

BARK RIVER CT

CHESTNUT RIDGE DR

WALNUT RIDGE DR

ERVE DR



CITY OF WYOMING

July 15, 2024

Public Works | 2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3487 | wyomingmi.gov

PERMANENT TRAFFIC CONTROL ORDER NO 7.01-24

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

Shelldrake Dr. at its intersection with Sage River Ct.
Danube Dr. at its intersection with Amur Dr.
Danube Dr. at its intersection with Yukon Dr.
Rhine Ct. at its intersection with Yukon Dr.
Elbe Ct. at its intersection with Yukon Dr.
Walnut Ridge Dr. at its intersection with Hickory Ridge Dr./Chestnut Ridge Dr.
Looking Glass Dr. at its intersection with Red Cedar Dr.

2. REGULATION:

All traffic on Shelldrake Dr. shall yield before entering the intersection of Sage River Ct.
All traffic on Danube Dr. shall be yield before entering the intersection of Amur Dr.
All traffic on Danube Dr. shall be yield before entering the intersection of Yukon Dr.
All traffic on Rhine Ct. shall be yield before entering the intersection of Yukon Dr.
All traffic on Elbe Ct. shall be yield before entering the intersection of Yukon Dr.
All traffic on Walnut Ridge Dr. shall be yield before entering the intersection of Hickory Ridge Dr./Chestnut Ridge Dr.
All traffic on Looking Glass Dr. shall yield before entering the intersection of Red Cedar Dr.

3. SIGNS:

"Yield"

4. EFFECTIVE:

Immediately

Authority,



Russell J. Henckel, PE
Traffic Engineer

RJH:nll

cc: Police Dept



RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT WITH THE CHILDREN'S ASSESSMENT
CENTER DBA CHILDREN'S ADVOCACY CENTER OF KENT COUNTY

WHEREAS:

1. As detailed in the attached staff report, The Children's Assessment Center dba Children's Advocacy Center of Kent County has provided the City with an agreement to in the amount of \$18,700.00 to continue their partnership with the City of Wyoming.
2. It is recommended that the City Council accept the agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the agreement from the Children's Assessment Center dba Children's Advocacy Center of Kent County in the amount of \$18,700.00.
2. The City Council authorizes the City Manager to sign the agreement.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: July 1, 2024
Subject: Professional Services Agreement with Children’s Advocacy Center
From: Captain Timothy Pols
CC: Chief Kim Koster
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended that City Council approve a professional services agreement with the Children’s Advocacy Center of Kent County (CAC) and authorize the expenditure of funds in the amount of \$18,700 to cover these services.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.
- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Children’s Advocacy Center of Kent County (CAC), a major partner with us in the investigation of crimes against and witnessed by children, has requested our annual financial commitment of \$18,700. This is an increase of \$1,700 from last year’s cost of \$17,000. I respectfully recommend we authorize this payment, and that Council also authorize the City Manager to sign the professional service agreement with the CAC (attached).

The CAC is a mission critical partner to us in protecting and bringing justice to child victims. Their role in aiding us in the pursuit of justice in these situations is hard to overstate. They ease the delivery of services to the most vulnerable in our community

and are especially helpful when language, physical, and developmental obstacles are present. In short, they make serving those who need us most, easier. They also make us more efficient and effective as we do so.

Leveraging our combined resources has allowed us to aggressively investigate and prosecute those who victimize children and to do so in a way that meets and often exceeds what is considered a best practice standard. Further, our partnership with them allows our victims to immediately access supportive services we could never provide without this partnership, such as therapy and other important needs.

The attached Professional Services Agreement further identifies the services provided by the CAC. If approved, the City Manager will be authorized to sign this agreement.

BUDGET IMPACT:

If approved, \$18,700 will be paid to the Children's Advocacy Center of Kent County. These funds have been budgeted and are available for this expenditure in the Police Admin – Other Services account 205-301-30500-956.000.

Attachment:
CAC Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of July 1, 2024, between the CHILDREN'S ASSESSMENT CENTER d.b.a. CHILDREN'S ADVOCACY CENTER OF KENT COUNTY, a Michigan Non-Profit Organization, of 2855 Michigan Street NE, Grand Rapids, Michigan 49506, hereinafter referred to as "Center" and the CITY OF WYOMING, a Michigan Municipal Corporation, 2300 DeHoop Avenue, Wyoming, Michigan, 49509, hereinafter referred to as the "City."

RECITAL

The Center provides a centralized and coordinated location and group of services that assists and supports children who are victims of sexual assaults, and at the same time, facilitates the investigation of these crimes so that the perpetrators can be successfully prosecuted. The City wishes to contract with the Center for these services and for the purpose of receiving the Center's assistance in conducting investigations into alleged sexual assaults with child victims.

TERMS AND CONDITIONS

The parties agree as follows:

1. Scope of Services. The Center shall provide services in connection with sexual abuse or assault complaints or allegations where there are child victims. These services may be provided in a single location, and may include these services:
 - A. Children's Protective Services (CPS) workers from the Department of Health and Human Services that handle child sexual abuse reports in Kent County;
 - B. Law enforcement detectives from the Grand Rapids Police Department, the Kent County Sheriff's Department, and the City of Wyoming Department of Public Safety that are specially trained in investigating child sexual abuse complaints;

- C. Professionally trained, through the National and State of Michigan Forensic Interviewing Protocol, forensic interviewers who exclusively interview children or adults with intellectual or developmental disabilities to determine the validity and extent of child sexual abuse.
 - D. A medical team of contracted, specially trained Sexual Assault Nurse Examiners;
 - E. Advocates that provide support during pre and post forensic interviews, court support and accompaniment, and information and referral services to families referred related to a report of child sexual abuse.
 - F. Therapists who provide mental health evaluations, and therapeutic intervention and support to individuals with a concern about the possible sexual abuse of a child.
2. Contract Amount. In return for the services set out herein, the City shall pay the Center the amount of \$18,700. The payment shall be made upon a written request by the Center to the City and shall be made from an appropriate City account.
 3. Term of Agreement. The term of this agreement shall be from July 1, 2024, through July 1, 2025, and may renew on that later date unless modified in writing by either of the parties.
 4. Hold Harmless and Waiver of Indemnification. The Center agrees to indemnify, protect and hold harmless the City, the City's officers, detectives, employees, and agents from and against all liability, claims, demands, losses, damages, expenses and costs (including attorney's fees), proximately resulting from the activities of Center officers, directors, employees, and agents. This includes any indemnification claimed by the Center's insurance carriers. The intent of this provision is that the Center will be fully

responsible for any and all injuries or damage resulting solely from the activities of the Center without any express or implied right of recourse to or indemnification from the City or any representative of the City. It is further the intent of this provision that the City shall be responsible for its own acts or omissions and that the Center shall not be responsible for those acts or omissions of the City.

5. Termination. Either party may terminate this Contract only for just cause upon reasonable advance notice to the other party.
6. Compliance with Laws. The parties agree that they will comply with all applicable laws, rules, and regulations in the performance of this agreement.
7. Non-Discrimination and Affirmative Action. The parties will not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, disability, or marital status. Breach of this covenant may be regarded as material breach of this contract as provided for in Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Civil Rights Act." The parties further agree to require similar provision from any subcontractors.
8. Assignment. This agreement shall not be assigned by either party without the prior written consent of the other party to this Agreement.
9. Integration and Amendment. This agreement is the whole agreement and may be amended only in writing executed by all parties.

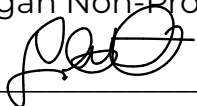
10. Authority. The parties agree that the persons executing this Agreement below on behalf of each party, has the requisite authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year above first written.

CITY OF WYOMING, a Michigan Municipal Corporation:

By: _____
John Shay, City Manager Date

The Children's Assessment Center d.b.a. CHILDREN'S ADVOCACY CENTER of KENT COUNTY, a Michigan Non-Profit Organization:

By:  _____
Leah Ortiz, President/CEO Date 7/1/2024

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING SIGNING, PAYMENT FOR, AND
RECORDING OF 3RD TRANSMISSION MAIN PROJECT EASEMENT DOCUMENTS

WHEREAS:

1. To fulfill a state mandate, the city is constructing a third water transmission main from its water treatment plant in Park Township, Ottawa County to facilities in the city.
2. To construct that transmission main including related facilities, the city needs to acquire permanent and/or temporary easements where the transmission main cannot be installed in public rights-of-way. This easement is the last to be acquired.
3. In some situations, construction of the water main may result in additional amounts to be paid to property owners and/or additional work to be done as a part of the project due to crop losses resulting from construction activities, needs to address needed changes in irrigation or drainage on the property resulting from construction activities or regrading during or following water main installation, or other conditions, and when those occur, they are addressed in settlement agreements.
4. Land Matters, the city’s contracted right-of-way agent, has negotiated the following water transmission main related easement:

<u>Parcel No.</u>	<u>Owner</u>	<u>Documents</u>	<u>Payment</u>
70-12-27-300-008	Ronald Lee Hulst SN Trust	Settlement Agreement, Waiver, and Release	\$2,000.00
70-12-27-300-008	Ronald Lee Hulst SN Trust	Water Transmission Main Vent Easement	0.0

NOW, THEREFORE BE IT RESOLVED THAT:

1. The listed permanent and temporary easement is approved and accepted and the Mayor and City Clerk are authorized and directed to sign them in the spaces provided on them.
2. The listed settlement agreement is approved and the Director of Public Works is authorized and directed to sign them in the spaces provided on them.
3. City officers and staff and Land Matters are authorized and directed to take all actions to pursuant to those documents, including paying the amounts stated above in the manner and to the persons provided in the documents.
4. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Easement

Resolution No. _____

STAFF REPORT

Date: July 15, 2024
Subject: 3rd Transmission Main Project Easement documents
From: Scott G. Smith, City Attorney
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended City Council adopt Resolution Approving and Authorizing Signing, Payment for, and Recording of 3rd Transmission Main Project Easement Documents.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - GOAL 2 – Improve city infrastructure and reliability.
 - OBJECTIVE 1 – Complete third transmission main.

DISCUSSION:

As we have previously discussed, the state is requiring the city to construct a third water transmission main from the city's water treatment plant in Ottawa County. When possible, the 60-inch diameter main will be placed in public rights-of-way. When that is not possible, the city must acquire easements.

Construction of the water main may result in additional amounts to be paid to property owners and/or additional work to be done as a part of the project due to crop losses resulting from construction activities, addressing needed changes in irrigation or drainage on the property resulting from construction activities or regrading during or following water main installation, or other conditions, and when those occur, they are addressed in settlement agreements.

The resolution approves and accepts the easements, approves the settlement agreements, authorizes and directs signing them as needed, authorizes payments of the negotiated amounts, and authorizes and directs recording of the easements.

BUDGET IMPACT:

The proposed payment is covered in the estimated project costs and will be paid from the water fund.

SETTLEMENT AGREEMENT, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of _____, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Ronald Lee Hulst, both individually and as trustee of both the Ronald Lee Hulst and Ruth Ann Hulst Joint Living Trust dated November 15, 2002, as amended and restated March 27, 2018, and the Ronald Lee Hulst SN Trust f/b/o Ronald Lee Hulst, dated September 14, 2018 (collectively referred to as "**Owner**"), as owner of property on 5680 120th Avenue, Holland, MI 49424, PPN # 70-12-27-300-008 (**Property**).

RECITALS

- A. City owns and operates a public water treatment and distribution system comprised of a drinking water intake and treatment facility at 16700 New Holland St, Holland, MI 49424 (the **DWP**), hundreds of miles of distribution mains, pumps, elevated water tanks, valves, booster stations, and other facilities (the **System**) in accordance with applicable laws, rules, regulations, permits, licenses, industry standards, and other requirements and guidelines that serves over 250,000 water users in Kent, Ottawa and Allegan Counties.
- B. A state regulatory agency has required City to construct an additional transmission main from the DWP to the System facilities in Kent County necessitating the acquisition of easements in which to construct that transmission main, including a water transmission main vent easement on the Property.
- C. The parties are entering into this Agreement to ensure the needed easement is granted to City and to resolve the pending condemnation action filed by the City against Owner in the Ottawa County Circuit Court, Case No. 2024-7801-CC (the "**Litigation**").

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree:

1. Contemporaneous with this Agreement Owner will convey and deliver the Easement and Temporary Easement in, on, over, and under the Property to City in the forms previously provided.
2. Upon receipt of this fully executed Agreement and the fully executed Easement, the City will pay to Owner the amount of \$2,000.00 as (i) full, just compensation for the easement, (ii) any interruption to access to Owner's property and all other construction-related claims, and (iii) any other amounts Owner may claim or seek under applicable law related to the Litigation or City's acquisition or use of the easement.
4. Owner acknowledges such an amount is just compensation for the easement and that City owes Owner no other claim, payment, compensation, or consideration related to the easement, the design, construction, and installation of the improvements within the easement, or relating to the Declaration of Taking or the Litigation.
5. This Agreement shall bind the parties and their successors and assigns.

6. Upon recording of the Easement and satisfaction of the obligations herein, the City will voluntarily dismiss the Litigation.

6. This is the entire agreement between the parties as to its subject. Neither party is relying on representations or promises not included in this Agreement. This Agreement cannot be amended, modified, or altered except in writing signed by both parties.

7. This Agreement was made in and concerns property in Ottawa County, Michigan. It is to be interpreted and enforced pursuant to Michigan law.

The parties have signed this Agreement as of the date first written above.

CITY OF WYOMING

RONALD LEE HULST

By: _____
Myron Erickson, Director, Public Works

Ronald Lee Hulst
Ronald Lee Hulst, both individually and as trustee of both the Ronald Lee Hulst and Ruth Ann Hulst Joint Living Trust dated November 15, 2002, as amended and restated March 27, 2018, and the Ronald Lee Hulst SN Trust f/b/o Ronald Lee Hulst, dated September 14, 2018

Approved as to form:

Scott G. Smith, City Attorney



WATER TRANSMISSION MAIN VENT EASEMENT

Parcel No. 70-12-27-300-008

The Grantor, **Ronald Lee Hulst**, survivor of himself and his deceased wife, Ruth Ann Hulst, a copy of whose death certificate is recorded in Document No. 2019-0004888, Ottawa County Records, on behalf of himself and as trustee of the Ronald Lee Hulst and Ruth Ann Hulst Joint Living Trust dated November 15, 2002, as amended and restated March 27, 2018, and the Ronald Lee Hulst SN Trust f/b/o Ronald Lee Hulst, dated September 14, 2018, whose address is 5680 120th Avenue, Holland, MI 49424, in exchange for the consideration of **Two Thousand Dollars (\$2000.00)**, the receipt and sufficiency of which is acknowledged, grants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, air release vent appurtenant to underground water service transmission main that is located on other property as described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the air release vent located above ground as described/depicted on Exhibit A.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. If Grantor locates them for City before work begins, underground irrigation or electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.
4. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.

5. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.
6. This easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.
7. This easement may be modified only in writing with the approval of the Wyoming City Council.

Approved as a form:

 Scott G. Smith, City Attorney

GRANTOR:

Ronald Lee Hulst
 Ronald Lee Hulst, individually and as trustee of the Ronald Lee Hulst and Ruth Ann Hulst Joint Living Trust dated November 15, 2002, as amended and restated March 27, 2018, and the Ronald Lee Hulst SN Trust f/b/o Ronald Lee Hulst, dated September 14, 2018.

STATE OF MICHIGAN)
 COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 5th day of July, 2024 by Ronald Lee Hulst, survivor of himself and his deceased wife, Ruth Ann Hulst.

KRISTEN PRISECARU
 Notary Public, State of Michigan
 County of Ottawa
 My Commission Expires Jul. 19, 2027
 Acting in the County of Ottawa

Kristen Prisecaru
 Kristen Prisecaru Notary Public
 State of Michigan, County of Ottawa
 My Commission Expires: 07/19/2027
 Acting in the County of Ottawa

Drafted by:
 Deborah S. Poeder
 Land Matters, Inc.
 488 Kinney Ave., NW
 Grand Rapids, MI 49534

Legal Description prepared by:
 Prein & Newhof
 3355 Evergreen Dr., NE
 Grand Rapids, MI 49525

When recorded, return to:
 Kelli A. Vandenberg
 Wyoming City Clerk
 1155 28th St SW
 Wyoming, MI 49509-0905

EASEMENT SKETCH

70-12-27-300-008

EXHIBIT "A"



SCALE : 1" = 60'



SUBJECT PARCEL (TAX DESCRIPTION)

THE WEST 400 FEET OF THE SOUTH 680 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

EASEMENT DESCRIPTION

THE WEST 63.00 FEET OF THE SOUTH 53.00 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, EXCEPT THAT PART TAKEN OR USED FOR RIGHT OF WAY. (600 SQUARE FEET)

120TH AVE

(66' PUBLIC R.O.W.)

W LINE, SEC 27, T6N, R15W

PART OF 70-12-27-300-008

33.00'

53.00'

63.00'

33.00'

SW COR.
SEC 27,
T6N, R15W

S LINE, SEC 27, T6N, R15W

VAN BUREN ST

(66' PUBLIC R.O.W.)

Prein & Newhof
Engineering - Surveying - Planning - Architecture

3355 Evergreen Drive NE
Grand Rapids, MI 49525
www.preinnewhof.com

T: (616) 364-8491
F: (616) 364-8955
info@preinnewhof.com

CLIENT:
CITY OF WYOMING
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 27
TOWN 6 NORTH, RANGE 15 WEST
PORT SHELDON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 11/22/2023
Project No. 218083C

PAGE
1 OF 2

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PK CONTRACTING
TO PERFORM THE ANNUAL PAVEMENT MARKINGS FOR 2024

WHEREAS:

1. As detailed in the staff report, it is recommended the City Council accepts a proposal from PK Contracting to perform the annual payment markings for approximately \$81,775.
2. It is further recommended the City Council authorize a contingency in the amount of \$8,200.
3. Funds are available in the Major Streets Fund, Traffic Services Repairs and Maintenance Account No. 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the proposal for the 2024 Wyoming Annual Pavement Markings from PK Contracting for approximately \$81,775.
2. The City Council authorizes a \$8,200 contingency.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract Form

Resolution No. _____

STAFF REPORT

Date: July 9, 2024
Subject: 2024 Wyoming Annual Pavement Markings
From: Russ Henckel, Assistant Director of Public Works/ Engineering
CC: Myron Erickson, Director of Public Works
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended the City Council accept a proposal from PK Contracting to paint, stripe, and detail the street pavement markings within the City of Wyoming per the attached quote dated June 20, 2024, and approve a contingency of \$8,200 for a total of \$89,975.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

It is necessary to repaint approximately 150 miles of major street lane lines with the City of Wyoming on an annual basis. Wyoming previously contracted with a company through Kent County Road Commission to perform the long line painting throughout Wyoming, but the out-of-area contractor failed to perform two out of three years of the contract. Wyoming has sought a quote from a company regularly working in the area to perform the work and PK Contracting submitted a proposal for the 2024 Annual Pavement Markings in the amount of \$81,775.

The total project cost is \$89,975 including \$8,200 in contingency.

BUDGET IMPACT:

Sufficient funds are available in the Major Streets Fund, Traffic Services Repairs and Maintenance Account No. 202-441-47400-930.000.

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: P.K. Contracting, LLC
(Name of contracting entity)
A Delaware limited liability company
(State and type of entity, e.g., corporation, limited liability company, etc.)
1985 Barrett Dr
(Contractor's street address)
Troy, MI 49084
(Contractor's city, state & zip)

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: July 16, 2024. Normally this is the day after the Council meeting at which it is approved.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will perform the Work and supply the Goods as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

Contractor: P.K. Contracting, LLC

By: _____
Kent Vanderwood, Mayor

By: Nicholas C. Shea
(Signature of officer, director, or principal of contractor)
Nicholas C. Shea, Vice President
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: July 10, 2024

Date signed: _____, 20__

Approved as to form: [Signature]

Scott G. Smith, City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, <https://sam.gov/wage-determination/MI20240088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_dental_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction/Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

**EXHIBIT B
PROPOSAL**



MAIN OFFICE
 1965 Barrett Drive
 Troy, MI 48064-6372
 Phone 248-362-2130
 Fax 248-362-4969

To: ESTIMATING DEPARTMENT	Contact: ESTIMATING DEPT.
Address: -	Phone: (248) 362-2130
	Fax: (248) 362-4969
Project Name: CITY OF WYOMING	Bid Number: 24-0182
Project Location: CITY OF WYOMING	Bid Date: 6/20/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	8110231	Pavt Mrkg, Waterborne, 4 Inch, White	225,500.00	LF	\$0.085	\$19,167.50
2	8110232	Pavt Mrkg, Waterborne, 4 Inch, Yellow	609,500.00	LF	\$0.085	\$51,807.50
3	8110233	Pavt Mrkg, Waterborne, 6 Inch, White	90,000.00	LF	\$0.120	\$10,800.00

Total Bid Price: \$81,775.00

Notes:

- QUOTE IS BASED ON ONE MOVE IN FOR FINAL MARKINGS AT COMPLETION OF PROJECT.
- ALL MOVE INS FOR STAGING ARE INCLUDED IN QUOTE.
- QUOTE IS INCLUSIVE OF ALL ITEMS AND CAN NOT BE SPLIT.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: PK CONTRACTING, INC.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
--	--

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
FLEET VEHICLES AND EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of fifteen vehicles and other pieces of equipment to serve as either replacements or additions to the City of Wyoming fleet in the total estimated amount of \$1,170,387.35.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of seven vehicles from Berger Chevrolet using the State of Michigan contract pricing in the total estimated amount of \$274,939.00.
2. The City Council authorizes the purchase of six vehicles from Lunghamer Ford using State of Michigan and Macomb County contract pricing in the total estimated amount of \$326,225.00.
3. The City Council authorizes the purchase of one combination sewer truck from Fredrickson Supply using Sourcewell contract pricing in the total estimated amount of \$524,486.19.
4. The City Council authorizes the purchase of a Husqvarna walk-behind floor saw from Carroll Distributing & Construction Supply, Incorporated in the total estimated amount of \$44,737.16.
5. The City Council authorizes the Mayor and City Clerk to sign the contract for the purchase of the floor saw.
6. The Wyoming City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: June 24, 2024
Subject: City Replacement Vehicles and Equipment for Fiscal Year 2025
From: Don Roest, Fleet Services Supervisor
CC: Myron Erickson, Director of Public Works
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of 15 vehicles and pieces of equipment to serve as either replacements or additions to our fleet, for a total of \$1,170,387.35, as outlined further in this staff report. Included in this total amount is one piece of equipment that requires a contract, the approval and signature authorization of which is also recommended.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

Fleet Services utilizes cooperative purchasing agreements whenever possible to purchase vehicles and equipment. It is recommended that the City purchase the following: seven vehicles from Berger Chevrolet using State of Michigan contract #071B7700177 in the total amount of \$274,939.00; six vehicles from Lunghamer Ford using State of Michigan contract #071B770180 and Macomb County Contract #21-18 in the total amount of \$326,225.00; and one combination sewer truck from Fredrickson Supply using Sourcewell contract #101221-SCA in the amount of \$524,486.19.

It is recommended that the City Council authorize the purchase of a Husqvarna walk-behind floor saw from Carroll Distributing & Construction Supply, Incorporated in the amount of \$44,737.16. A cooperative purchasing agreement was not available for the saw, so competitive quotes were obtained from the following three dealerships: Hammersmith Equipment at \$46,911.00; MacAllister Rentals at \$47,091.37; and Carroll Distributing & Construction Supply, Incorporated with the lowest at \$44,737.16. Also note that there is a contract that needs to be signed for this purchase.

At this time, we are waiting for pricing to come in from LaFontaine Dodge for three replacement patrol vehicles. When pricing is available, staff will present these to City Council for approval.

All City vehicles and equipment have a life expectancy based on age, service hours, or mileage, and those recommended for replacement have reached that point. Each year during budget development staff evaluate

vehicles and equipment that meet these criteria, review maintenance records, and make recommendations to the departments regarding replacement. Each individual department is responsible for making the final replacement or new vehicle/equipment purchase determination.

The new and/or replacement vehicles and pieces of equipment being recommended for purchase are listed in the table under Budget Impact.

BUDGET IMPACT:

Sufficient funds have been budgeted in Motor Pool Capital Outlay Accounts: 660-441-58500-985.000 (vehicles) and 660-441-58500-987.000 (equipment) and Water, Sewer, Street, and Solid Waste Capital Outlay Accounts: 591-441-57300-985.000, 590-441-54400-985.000, 202-441-46300-985.000, and 228-441-44300-985.000.

Fiscal Year 2025 Fleet Services Depreciation Reserve Vehicle and Equipment List

Vehicle (Responsible Department)	In Service Date	Miles / Hours at Replacement	Reason For Replacement	Purchase Price	Vendor
F250 w/Plow (Water Plant)					
301-002	01.07.15	49264	Years / Hours	\$54,006.00	LUNGHAMER FORD
COMBO SEWER TRUCK (Public Works)					
626-001	08.16.12	35327	Years / Hours	\$524,486.19	Fredrickson Supply
FORD F350 TRANSIT VAN (Public Works)					
270-001	02.26.15	73554	Years / Hours	\$56,585.00	LUNGHAMER FORD
FORD F250 4X4 (Public Works)					
320-001	12.15.15	64725	Years / Hours	\$50,708.00	LUNGHAMER FORD
FORD F350 DUMP TRUCK (Public Works)					
347-001	07.21.09	52326	Years / Hours	\$81,582.00	LUNGHAMER FORD
HUSQVARNA SAW (Public Works)					
630-001	05.19.04	NA	Years	\$44,737.16	Carroll Construction Supply
FORD F150 4WD (Engineering)					
385-000	01.10.13	32555	Years / Miles	\$45,471.00	LUNGHAMER FORD
CHEVY BLAZERS					
124-002 (Public Works)	11.01.16	92324	Years / Miles	\$36,899.00	Berger Chevrolet
385-001 (Engineering)	01.10.13	32555	Years	\$36,899.00	Berger Chevrolet
116-001 (Inspections)	10.31.16	45339	Years	\$36,899.00	Berger Chevrolet
118-000 (Engineering)	New	New		\$36,899.00	Berger Chevrolet
102-001 (Water Plant)	09.03.14	83481	Years / Hours	\$36,899.00	Berger Chevrolet
101-001 (Water Plant)	12.05.16	90626	Years / Hours	\$36,899.00	Berger Chevrolet
FORD F150 2WD (Parks)					
272-001	01.21.15	83692	Years / Miles	\$37,873.00	LUNGHAMER FORD
Police Cruisers (Police)					
054-003	10.15.18	152218	Years / Miles	\$53,545.00	Berger Chevrolet
TOTAL				\$1,170,387.35	

Attachments:

Contract

CITY OF WYOMING

CITY PURCHASING CONTRACT

CITY OF WYOMING, MICHIGAN
(MORE THAN \$7,500)

This Contract is made as of the Effective Date between the City and the Supplier.

City means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509.

Effective Date means: July 16, 2024.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: Carroll Distributing & Construction Supply, Inc.
(Name of supplying entity)
An Iowa corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
5770 Clyde Park Ave
(Supplier's street address)
Wyoming, MI 49509
(Supplier's city, state & zip)

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.


City and Supplier have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Supplier: Carroll Distributing & Construction Supply, Inc.

By: Art Markle
(Signature officer, director, or principal of Supplier)
Art Markle Manager
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: July 12, 2024

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Supplier attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Supplier and all Supplier's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Supplier and its principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Supplier nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcg.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

C. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

6. Payment to Supplier.

A. Supplier and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Supplier guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Supplier will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

8. Information, Quality, and Related Requirements.

A. Unless otherwise stated in the Proposal, all items shall be new, the best of their respective kind, and free from defects.

B. Supplier shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for the items, and ensure all related warranties are held by or assigned to City.

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

9. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

11. Assignment/Beneficiaries. None of Supplier's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Supplier's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

12. Independent Contractor. Supplier and Supplier's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Supplier is solely responsible for Supplier's personnel's acts, omissions, and statements. Supplier is solely responsible for any compensation and benefits to be provided Supplier's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Supplier or Supplier's personnel.

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the non-compliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any non-compliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and

consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

B. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

G. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

H. Reference by office to a City officer includes that City officer's designee(s).

**Exhibit B
Proposal**



DATE	06/26/2024	TOTAL PAGES	2	INCLUDING COVER
TO	DON 616-530-7273 *** CASH SALE ***			
EMAIL	jvanderveen@carrollsupply.com			
FROM	JACOB VANDERVEEN 016 GRAND RAPIDS/WYOMING 5770 CLYDE PARK DRIVE WYOMING MI 49509	PHONE NUMBER	616-249-9070	FAX NUMBER 616-249-9261
SUBJECT	QUOTE GR001992			



016 GRAND RAPIDS/WYOMING
 5770 CLYDE PARK DRIVE
 WYOMING, MI 49509

Quotation

QUOTE #	GR001992
LOCATION	016
DATE	06/26/24
PAGE	1 OF 1

BILL TO

CASH16
 *** CASH SALE ***
 5770 CLYDE PARK AVE SW
 GRAND RAPIDS, MI 49509-9721

SHIP TO

*** CASH SALE ***
 Customer Pick-Up,

QUOTE DATE 06/25/24	EXPIRE DATE 07/25/24	REQUIRED DATE	REFERENCE NUMBER CITY OF WYOMING	PAYMENT TERMS UPON RECEIPT
WRITTEN BY JACOB VANDERVEEN		CONTACT DON 616-530-7273		SHIP VIA CUSTOMER PICK UP
FREIGHT TERMS FREIGHT TERMS AS AGREED		JOB NUMBER		SALES REP MICHIGAN STORE

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
*EP FS5000- 36" FLOOR SAW ITEM#967	1	43219.432	EA	43,219.43
*EP LIGHT KIT ITEM # 585924601	1	544.886	EA	544.89
*EP WATER PUMP KIT- ITEM# 58933900	1	972.841	EA	972.84

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
44,737.16	0.00	0.00	0.00	0.00	44,737.16

Accepted:

By: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR FIRE STATION ALERTING SYSTEMS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from US Digital Designs, Inc. for the purchase and installation of new alerting systems for all four fire stations using NPP.gov cooperative purchasing pricing in the total estimated amount of \$290,625.42.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from US Digital Designs, Inc. for the purchase and installation of new alerting systems for all fire stations in the total estimated amount of \$290,625.42.
2. The City Council waives 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Drawings
Quote

Resolution No. _____

Staff Report

Date: 07-09-2024
Subject: Fire Station Alerting System
From: Dennis Van Tassell, Fire Chief
CC: Kim Koster, Public Safety Chief
Kip Snyder, Deputy Public Safety Chief

Meeting Date: 07-15-2024

RECOMMENDATION:

It is recommended the City Council authorize the funds for the equipment and installation of a new alerting system for all four fire stations from US Digital Designs, Inc. in the amount of \$290,625.42. Pricing is derived from and protected by the cooperative purchasing organization npp.gov of which the City of Wyoming is a member (Member # M-5725307).

ALIGNMENT WITH STRATEGIC PLAN:

PILLAR 2 - SAFETY

- GOAL 1 – Implement and adopt more proactive public safety initiatives.

PILLAR 3 – STEWARDSHIP

- GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.
- GOAL 3 – Improve city infrastructure and service reliability.

DISCUSSION:

The most recent dedicated public safety millage increased fire staffing and enhanced fire response by committing to opening all four fire stations in the City. The station remodeling project at the Division Ave. and Burton St. stations did not incorporate funding for a modern alerting system. There currently is not a permanent alerting solution in either station, and this is essential for alerting fire personnel to respond to emergency events throughout the City. In addition, the alerting systems in the Gezon Pkwy and 36th St. stations is antiquated and in need of replacement.

Modern alerting systems have many advantages over a standard dispatch speaker system.

- More efficient dispatching through a computerized system.
- A positive impact to community members through the reduction in response times.

- An improved health component in which fire personnel are not abruptly awakened which has been proven to cause cumulative cardiac strain.
- Strategic deployment of fire apparatus.
- Integrates the dispatch center(s).

The Fire Department has been researching all available options to maximize effectiveness and efficiency in an alerting system. During the information collection period, it was determined that the Kent County Dispatch Authority will only accept an alerting system from one specific vendor. This alerting system ties into their current equipment and has a redundancy through the Grand Rapids Dispatch Center. Fire personnel have visited locations with the alerting system and have found that is an excellent system and will meet our current needs and will grow as the needs of the department change.

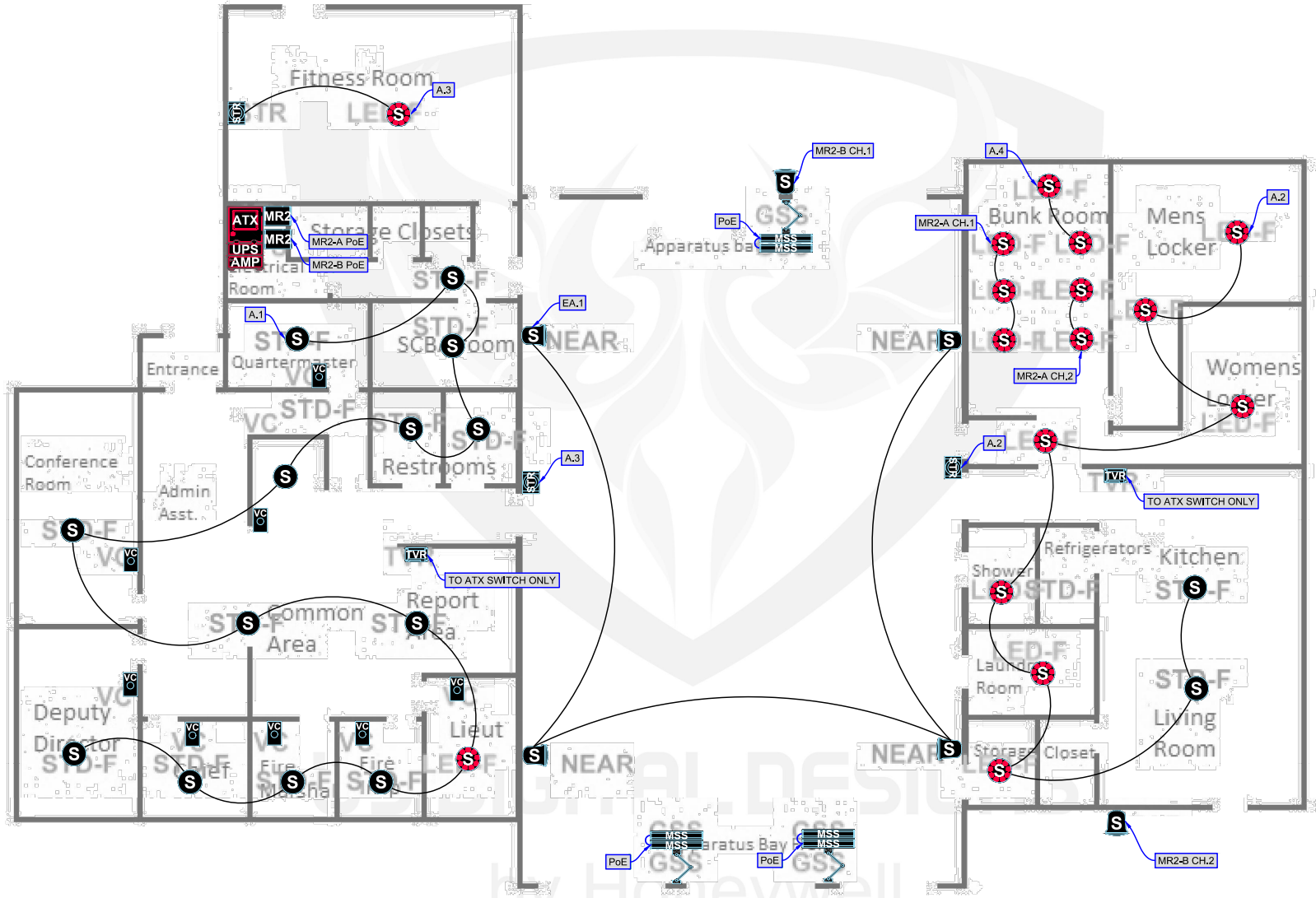
The U.S. Digital Design, Inc. system will provide warranted work to tie into a power source, run all electrical wiring, and install all components necessary for the alerting system to function. They provide testing and training for all components and supply a warranty for their work.

BUDGET IMPACT:

Sufficient funds exist in the Fire Building Capital Outlay account number 205-336-33800-975.000.

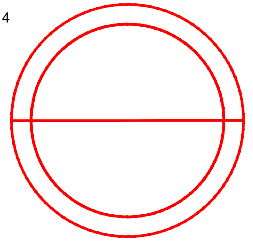
Attachments:

Contract
Blueprints
Estimate



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 UPS (G2-UPS)
1	EXTERNAL AMPLIFIER (60-100W)
2	G2 HDTV REMOTE
2	G2 MESSAGE REMOTE 2
6	G2 MESSAGE SIGN STANDARD (MS-G2-S)
3	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
3	MS-MNT-ART-L
16	G2 LED SPEAKER (G2-LVL-HC-70)
15	SPEAKER FLUSH MOUNT
6	SPEAKER WEATHER-PROOF
3	G2 STROBE LIGHT
8	VOLUME CONTROL (CUSTOMER SUPPLIED)

POE PORTS REQUIRED ON ATX	
Count	Name
5	G2 PoE PORT REQUIRED



SIGNATURE REQUIRED
 END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE. INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

SYMBOL	DESCRIPTION
	G2 I/O REMOTE
	G2 MESSAGE REMOTE 2
	G2 ROOM REMOTE 2
	G2 HDTV REMOTE
	G2 COLOR INDICATOR REMOTE
	PUSH BUTTON - RED
	PUSH BUTTON - BLACK
	G2 VIDEO DOOR STATION
	G2 LOCAL AREA REMOTE
	G2 STROBE LIGHT
	OEM TRANSFORMER
	G2 OMNIALERT STROBE SPEAKER
	G2 LED SPEAKER, FLUSH MOUNT
	G2 LED SPEAKER, METAL BOX
	SPEAKER, WEATHER-PROOF
	SPEAKER, FLUSH MOUNT
	SPEAKER, METAL BOX
	G2 MESSAGE SIGN (MINI 12")
	G2 MESSAGE SIGN (STANDARD 24")
	G2 MESSAGE SIGN (EXTENDED 36")
	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

SYMBOL	DESCRIPTION
	G2 ATX STATION CONTROLLER
	G2 EXPANSION MODULE
	G2-UNINTERRUPTIBLE POWER SUPPLY
	OEM AMPLIFIER

INSTALLER NOTES:

- INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
- INSTALLER TO COORDINATE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP), (IF APPLICABLE)
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NOTES:

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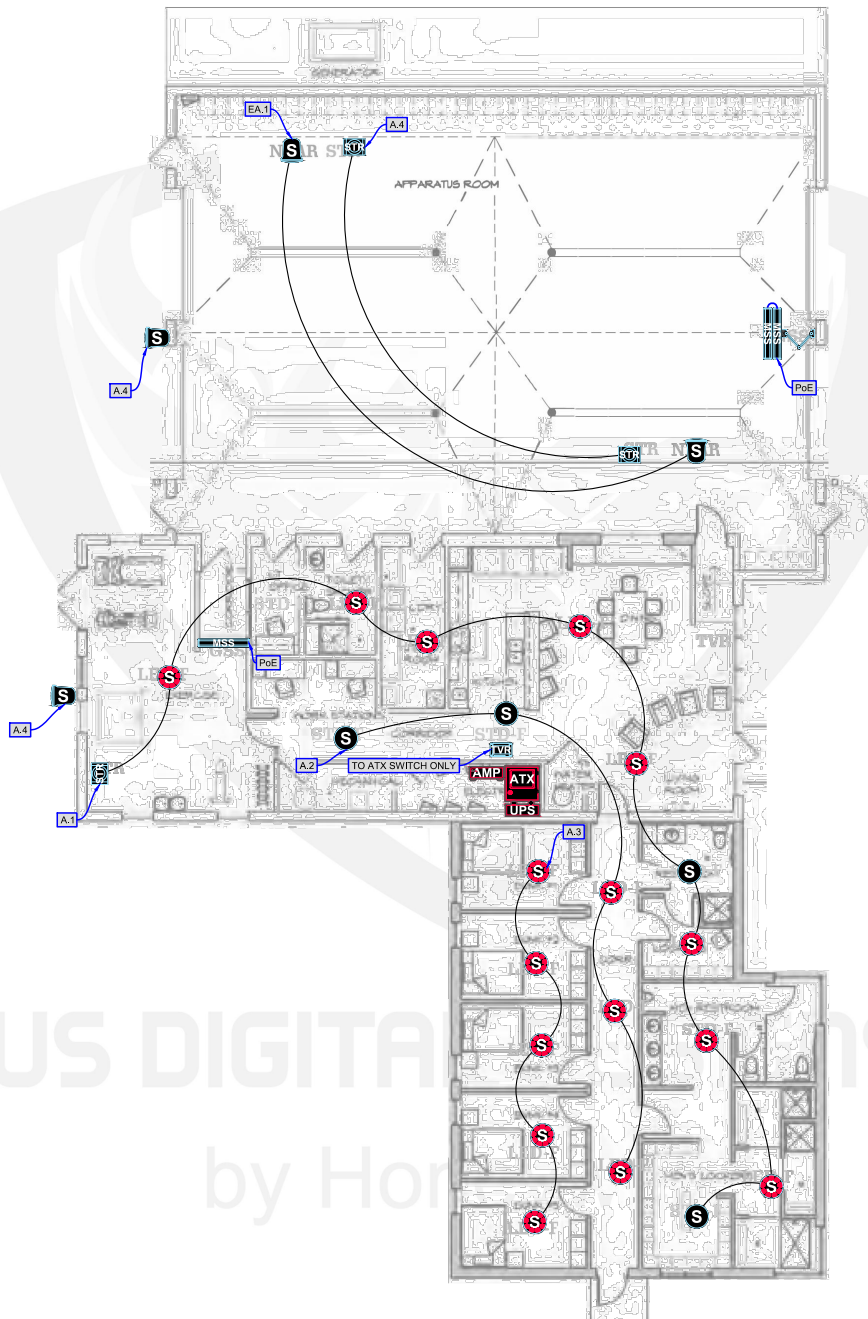
project **Wyoming Fire Department, MI**

building **FIRE STATION 1**

address **36th St**

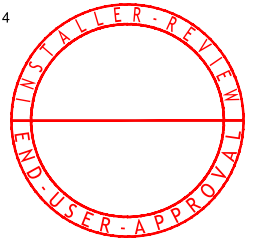
filename **USDD_MI_WYOM_FS01.FSA.DWG**

date **6/26/2024 - 1:07PM** Design by **DWK**



US DIGITAL DESIGNS	
Count	Name
1	EXTERNAL AMPLIFIER (60-100W)
1	G2 ATX STATION CONTROLLER
1	G2 HDTV REMOTE
16	G2 LED SPEAKER (G2-LVL-HC-70)
3	G2 MESSAGE SIGN STANDARD (MS-G2-S)
1	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
3	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	MS-MNT-ART-L
4	SPEAKER FLUSH MOUNT
4	SPEAKER WEATHER-PROOF

POE PORTS REQUIRED ON ATX	
Count	Name
2	G2 PoE PORT REQUIRED



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	G2 VIDEO DOOR STATION
	G2 LOCAL AREA REMOTE
	G2 STROBE LIGHT
	OEM TRANSFORMER
	G2 OMNIALERT STROBE SPEAKER
	G2 LED SPEAKER, FLUSH MOUNT
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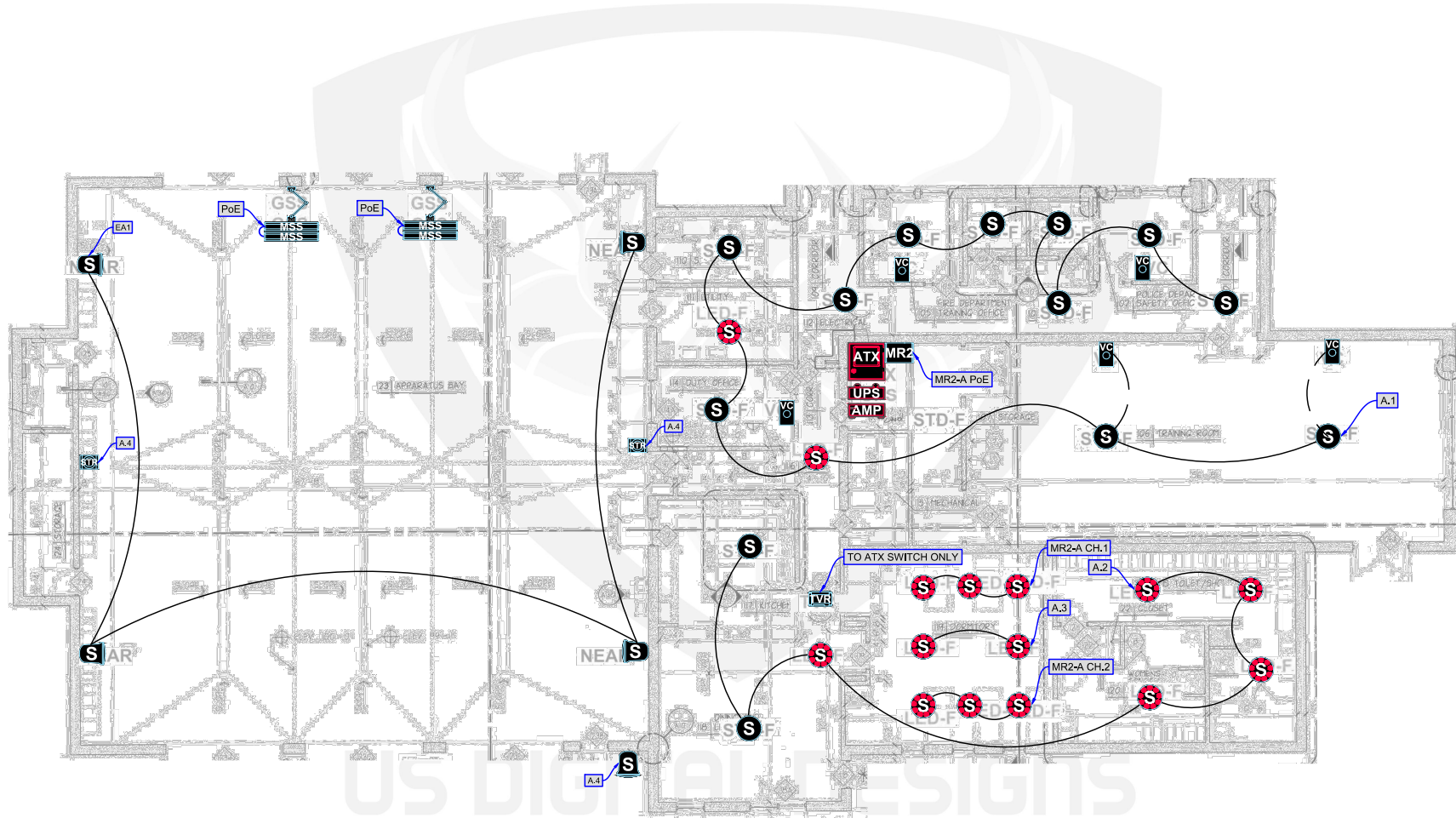
project **WYOMING FIRE DEPARTMENT**

building **FIRE STATION 02**

address **4507 DIVISION AVE S, GRAND RAPIDS, MI 49548**

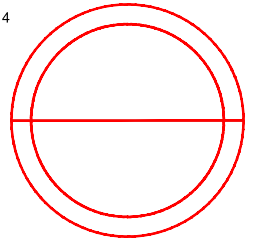
filename **USDD_MI_WYOM_FS02_FSA.DWG**

date **6/26/2024 - 1:07PM** Design by **DMG**



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 UPS (G2-UPS)
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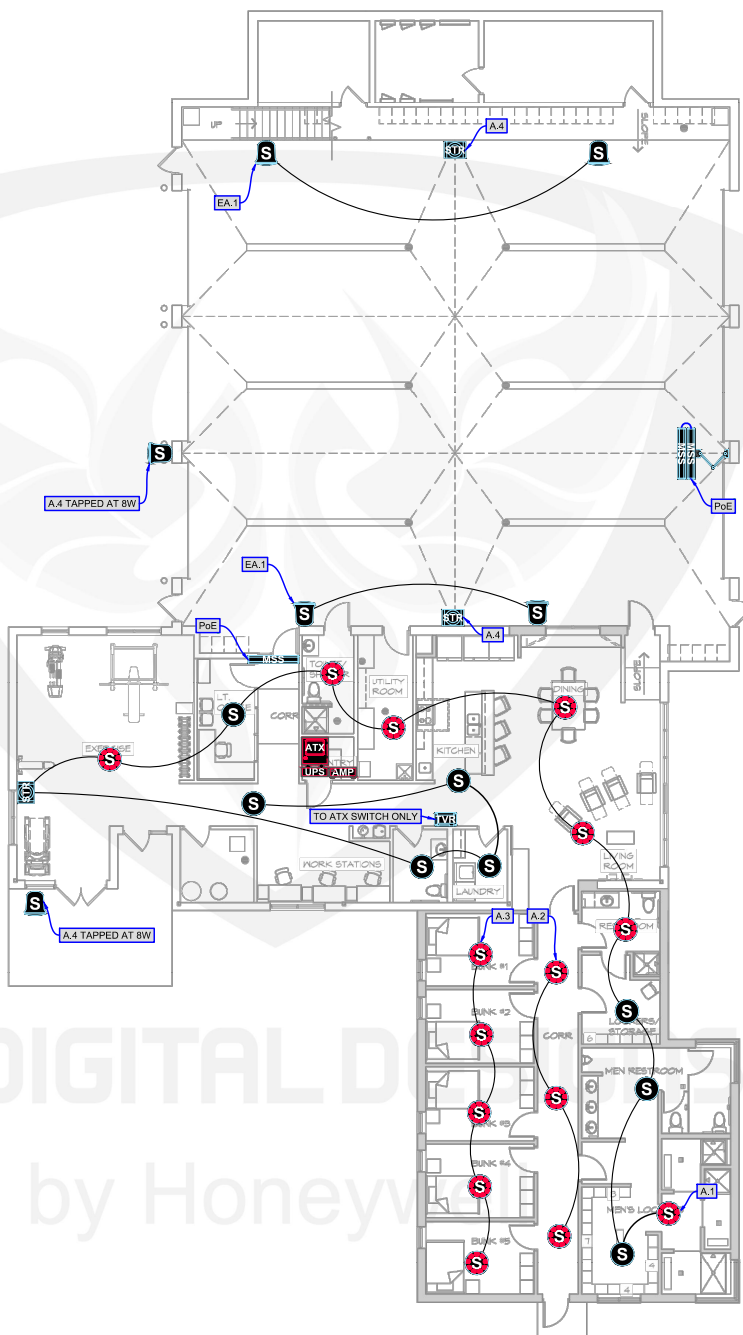
project **WYOMING FIRE DEPARTMENT, MI**

building **FIRE STATION 3**

address **2300 Gezon Pkwy SW, Wyoming, MI 49509**

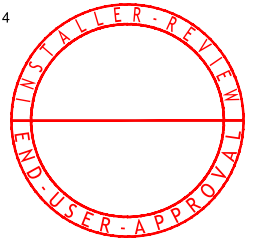
filename **USDD_MI_WYOM_FS03_FSA.DWG**

date **6/26/2024 - 1:07PM** Design by **DWK**



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WYOMING FIRE DEPARTMENT

FIRE STATION 04

1500 BURTON ST. SW, WYOMING, MI 49509

USDD_MI_WYOM_FS04.FSA.DWG

6/26/2024 - 1:07PM

design by DMG

project building address filename date



US DIGITAL DESIGNS
by Honeywell

Quotation to:

WYOMING, MI
WYOMING FIRE

Project:

G2 Fire Station Alerting System
Four (4) Station System

Proposal number:

MI_WYOM002

Revision #

1

Pricing protected pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba **NPPgov - Contract #PS20350**. More information is available at: <https://nppgov.com/contract/us-digital-designs>.

Wyoming Fire Department is already a Member # M-5725307

Quote Date:

03-Jul-2024

Quote Expires:

1-Oct-2024

INSTALLATION BY:

Excel Electric, Inc
Ron Oosterink

By:

Phillip Lathrop
Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27
Tempe, AZ 85281
804-317-5229 direct

phillip.lathrop@honeywell.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 7/3/24
 Expires: 10/1/24

Quote SUBMITTED TO:

WYOMING, MI
 WYOMING FIRE

REF PROPOSAL
 MI_WYOM002 v1

STATION-LEVEL

36TH STREET

Based from USDD G2 Fire Station Alerting System Design Drawing # [USDD_MI_WYOM.ALL_STATIONS.FSA.2024.06.26.pdf](#)

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,838.00	\$ 7,054.20	\$ -
SC3a	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ -
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 74.00	\$ 66.60	\$ -
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ -
SP3a	Ea	USDD	2	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 2,018.70
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,265.00	\$ 1,138.50	\$ -
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 138.00	\$ 124.20	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,581.50	\$ 1,423.35	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ -
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ -
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 2,745.00

SP8a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ -	
SP8b	Ea	USDD	6	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 6,804.00	
SP8c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,881.25	\$ 1,693.13	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 63.50	\$ 57.15	\$ -	
SP9b	Ea	USDD	3	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 202.50	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 87.60	\$ 78.84	\$ -	
SP9d	Ea	TBD	3	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 1,053.00	
SP10a	Ea	USDD	0	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ -	
SP10b	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 86.50	\$ 77.85	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ -	
SP11a	Ea	USDD	16	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 5,385.60	
SP11b	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 374.00	\$ 336.60	\$ -	
SP12a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ -	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 63.50	\$ 57.15	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 63.50	\$ 57.15	\$ -	
SP13a	Ea	USDD	15	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 1,633.50	
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ -	
SP14	Ea	USDD	6	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 2,018.25	
SP15	Ea	USDD	3	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 1,786.05	
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 74.20	\$ 66.78	\$ -	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 2,040.00	\$ 1,836.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (Excel Electric)	ST-INST	\$ 31,200.00	\$ 28,080.00	\$ 28,080.00	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,705.71	\$ 3,335.14	\$ 3,335.14	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 2,382.24	\$ 2,144.02	\$ 2,144.02	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 1,058.77	\$ 952.90	\$ 952.90	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 105.88	\$ 95.29	\$ 95.29	
SS7a	Ea	USDD	1	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ 3,982.50	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 7,043.75	\$ 6,339.38	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,993.06	\$ 3,593.75	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) Effective at project acceptance "signature on AOI"	RS-1YR-STD	\$ 5,293.87	\$ 4,764.48	4764.483 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 5,293.87	\$ 4,764.48	\$ -	

36TH STREET		System:	\$ 86,234.67
		Shipping:	\$ 1,376.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 87,610.67

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSAAA Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 7/3/24
Expires: 10/1/24

Quote SUBMITTED TO:
WYOMING, MI
WYOMING FIRE

REF PROPOSAL
MI_WYOM002 v1 STATION-LEVEL

DIVISION

Based from USDD G2 Fire Station Alerting System Design Drawing # [USDD_MI_WYOM.ALL_STATIONS.FSA.2024.06.26.pdf](#)

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,838.00	\$ 7,054.20	\$ -
SC3a	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ -
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 74.00	\$ 66.60	\$ -
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ -
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,265.00	\$ 1,138.50	\$ -
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 138.00	\$ 124.20	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,581.50	\$ 1,423.35	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ -
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ -

SP8a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ -	
SP8b	Ea	USDD	3	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 3,402.00	
SP8c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,881.25	\$ 1,693.13	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 63.50	\$ 57.15	\$ -	
SP9b	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 67.50	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 87.60	\$ 78.84	\$ -	
SP9d	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 351.00	
SP10a	Ea	USDD	0	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ -	
SP10b	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 86.50	\$ 77.85	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ -	
SP11a	Ea	USDD	16	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 5,385.60	
SP11b	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 374.00	\$ 336.60	\$ -	
SP12a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ -	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 63.50	\$ 57.15	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 63.50	\$ 57.15	\$ -	
SP13a	Ea	USDD	4	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 435.60	
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ -	
SP14	Ea	USDD	4	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 1,345.50	
SP15	Ea	USDD	3	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 1,786.05	
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 74.20	\$ 66.78	\$ -	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 2,040.00	\$ 1,836.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (Excel Electric)	ST-INST	\$ 20,400.00	\$ 18,360.00	\$ 18,360.00	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,778.08	\$ 3,400.27	\$ 3,400.27	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 2,518.72	\$ 2,266.85	\$ 2,266.85	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 839.57	\$ 755.62	\$ 755.62	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 83.96	\$ 75.56	\$ 75.56	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 7,043.75	\$ 6,339.38	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,993.06	\$ 3,593.75	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) Effective at project acceptance "signature on AOI"	RS-1YR-STD	\$ 4,197.87	\$ 3,778.08	\$ 3,778.08	3778.083 but No Charge For Initial Warranty Period / Not Included in Subtotals
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,197.87	\$ 3,778.08	\$ -	

DIVISION	System:	\$ 62,639.13
	Shipping:	\$ 951.00
	Warranty & Support:	\$ -
	Miscellaneous (if applicable)	\$ -
	STATION SUBTOTAL:	\$ 63,590.13

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 7/3/24
Expires: 10/1/24

Quote SUBMITTED TO:
WYOMING, MI
WYOMING FIRE

REF PROPOSAL
MI_WYOM002 v1 STATION-LEVEL

GEZON

Based from USDD G2 Fire Station Alerting System Design Drawing # [USDD_MI_WYOM.ALL_STATIONS.FSA.2024.06.26.pdf](#)

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,838.00	\$ 7,054.20	\$ -
SC3a	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ -
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 74.00	\$ 66.60	\$ -
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ -
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,265.00	\$ 1,138.50	\$ -
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 138.00	\$ 124.20	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,581.50	\$ 1,423.35	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ -
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ -
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 1,372.50

SP8a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ -	
SP8b	Ea	USDD	4	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 4,536.00	
SP8c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,881.25	\$ 1,693.13	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 63.50	\$ 57.15	\$ -	
SP9b	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 135.00	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 87.60	\$ 78.84	\$ -	
SP9d	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 702.00	
SP10a	Ea	USDD	0	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ -	
SP10b	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 86.50	\$ 77.85	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ -	
SP11a	Ea	USDD	15	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 5,049.00	
SP11b	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 374.00	\$ 336.60	\$ -	
SP12a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ -	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 63.50	\$ 57.15	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 63.50	\$ 57.15	\$ -	
SP13a	Ea	USDD	13	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 1,415.70	
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ -	
SP14	Ea	USDD	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 1,681.88	
SP15	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 1,190.70	
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 74.20	\$ 66.78	\$ -	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 2,040.00	\$ 1,836.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (Excel Electric)	ST-INST	\$ 25,733.33	\$ 23,160.00	\$ 23,160.00	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 4,109.04	\$ 3,698.13	\$ 3,698.13	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 2,282.80	\$ 2,054.52	\$ 2,054.52	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 913.12	\$ 821.81	\$ 821.81	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 91.31	\$ 82.18	\$ 82.18	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 7,043.75	\$ 6,339.38	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,993.06	\$ 3,593.75	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) Effective at project acceptance "signature on AOI"	RS-1YR-STD	\$ 4,565.60	\$ 4,109.04	\$ 4,109.04	4109.0355 but No Charge For Initial Warranty Period / Not Included in Subtotals
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,565.60	\$ 4,109.04	\$ -	

GEZON		System:	\$ 70,906.99
		Shipping:	\$ 1,174.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 72,080.99

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSASaaS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSASaaS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 7/3/24
 Expires: 10/1/24

Quote SUBMITTED TO:
WYOMING, MI
WYOMING FIRE

REF PROPOSAL
MI_WYOM002 v1 STATION-LEVEL

BURTON

Based from USDD G2 Fire Station Alerting System Design Drawing # [USDD_MI_WYOM.ALL_STATIONS.FSA.2024.06.26.pdf](#)

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,838.00	\$ 7,054.20	\$ -
SC3a	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ -
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 74.00	\$ 66.60	\$ -
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ -
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,265.00	\$ 1,138.50	\$ -
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 138.00	\$ 124.20	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,581.50	\$ 1,423.35	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ -
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ -
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ -

SP8a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ -	
SP8b	Ea	USDD	3	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 3,402.00	
SP8c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,881.25	\$ 1,693.13	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100 joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 63.50	\$ 57.15	\$ -	
SP9b	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100 joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 67.50	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 87.60	\$ 78.84	\$ -	
SP9d	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 351.00	
SP10a	Ea	USDD	0	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ -	
SP10b	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 86.50	\$ 77.85	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ -	
SP11a	Ea	USDD	15	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 5,049.00	
SP11b	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 374.00	\$ 336.60	\$ -	
SP12a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ -	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 63.50	\$ 57.15	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 63.50	\$ 57.15	\$ -	
SP13a	Ea	USDD	8	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 871.20	
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ -	
SP14	Ea	USDD	6	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 2,018.25	
SP15	Ea	USDD	3	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 1,786.05	
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 74.20	\$ 66.78	\$ -	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 2,040.00	\$ 1,836.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation (Excel Electric)	ST-INST	\$ 23,466.67	\$ 21,120.00	\$ 21,120.00	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,855.26	\$ 3,469.73	\$ 3,469.73	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 2,570.17	\$ 2,313.15	\$ 2,313.15	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 856.72	\$ 771.05	\$ 771.05	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 85.67	\$ 77.11	\$ 77.11	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 7,043.75	\$ 6,339.38	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,993.06	\$ 3,593.75	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) Effective at project acceptance "signature on AOI"	RS-1YR-STD	\$ 4,283.62	\$ 3,855.26	3855.258 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,283.62	\$ 3,855.26	\$ -	

BURTON		System:	\$ 66,303.62
		Shipping:	\$ 1,040.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 67,343.62

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

DATE: 7/3/24

Expires: 10/1/24

Quote SUBMITTED TO:

WYOMING, MI
 WYOMING FIRE

REF PROPOSAL

MI_WYOM002 v1

Section Totals

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
STATION-LEVEL SUBTOTAL	
	290,625.42
Includes:	
36TH STREET SYSTEM:	87,610.67
36TH STREET WARRANTY & SUPPORT:	-
36TH STREET MISC.:	-
Includes:	
DIVISION SYSTEM:	63,590.13
DIVISION WARRANTY & SUPPORT:	-
DIVISION MISC.:	-
Includes:	
GEZON SYSTEM:	72,080.99
GEZON WARRANTY & SUPPORT:	-
GEZON MISC.:	-
Includes:	
BURTON SYSTEM:	67,343.62
BURTON WARRANTY & SUPPORT:	-
BURTON MISC.:	-
Notes: Four (4) Station Systems currently included in this proposal, with installation by Excel Electric. Customer must provide a network pathway to Kent County Dispatch servers.	
US Digital Designs System Total: \$ 290,625.42	

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale (“Terms and Conditions”) are effective March 1, 2022 (the “**Terms and Conditions Effective Date**”), and supersede all prior versions covering the sale of products and related services (collectively, “**Products**”, as defined more specifically below) by U.S. Digital Designs, Inc. (“**USDD**”). References to “**Customer**”, “**you**”, or “**your**” all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the “**Agreement**”) set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

ORDERS. Orders (including any revised and follow-on orders) (each, an “**Order**”) for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer’s legal name and billing address; Customer’s shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD’s acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD’s written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer’s Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD’s acceptance of Customer’s Order is expressly conditioned upon Customer’s assent to the terms and conditions contained herein in their entirety. Customer’s acceptance of delivery from USDD constitutes Customer’s acceptance of these terms and conditions in their entirety.

REMITTANCES. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

QUOTE PRICING. This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

PAYMENT.

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys’ fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual purchase of the Products listed thereon will be facilitated using subject to USDD’s standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

SURCHARGES.

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD’s costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, “**Surcharges**”). Such Surcharges will not be considered a “price increase” as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

CANCELLATION AND SUSPENSION. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

TAXES. USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

SHIPPING/DELIVERY/RISK OF LOSS.

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "**Defects**") for 12 months from the date of shipment to Customer ("**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

- 9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.
- 9.3. Procedure for Warranty Claims.**
- 9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated withof, shipping any Product to USDD for repairthe same. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.
- 9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.
- 9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.
- 9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**
- 9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.
- 9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.
- 9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.
- 9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

SOFTWARE PRODUCTS. All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "**Intellectual Property**" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

REMOTE ACCESS TO THE SYSTEM.

- 14.1. **Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. **Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. **Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

GOVERNING LAW. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

DISPUTE RESOLUTION/ARBITRATION. Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

FORCE MAJEURE. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

ACCEPTANCE OF TERMS. This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

WAIVER. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

NO JOINT VENTURE. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF A CHEMICAL TANK

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of one chemical tank from Wagner Enterprise, Inc. in the total estimated amount of \$30,425.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of one chemical tank in the total estimated amount of \$30,425.00.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: July 2, 2024
Subject: Purchase of a Chemical Tank
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Myron Erickson, Director of Public Works
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal from Wagner Enterprise, Inc. for the purchase of one chemical tank in the amount of \$28,425 and shipping costs in the estimated amount of \$2,000, for a total estimated amount of \$30,425.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The Water Treatment Plant utilizes numerous fiberglass reinforced plastic tanks to store chemicals used in the treatment process. One tank containing sodium hypochlorite, a disinfectant commonly known as bleach, began leaking through its base last year. An immediate repair was necessary to maintain plant operations. The manufacturer, Belding Tank Technologies, performed the repair but declined to guarantee its longevity and recommended replacement. Due to the tank's critical role and the hazardous nature of the stored chemicals, replacing the tank is necessary.

Wagner Enterprise, Inc. - the exclusive supplier for Belding Tank Technologies - was contacted to submit a proposal for a replacement tank. They proposed a design that utilizes the existing ladder and safety railing to minimize cost. The current lead time for a replacement tank is about 6 months. Upon delivery of the new chemical tank, plant staff will decommission the existing tank and install the replacement.



Note that the quote for the tank does not include shipping. Wagner estimated approximately \$1,500 - \$2,000 for freight, and we are assuming the safest number in this request.

BUDGET IMPACT:

Adequate funds exist in the Water Fund Capital Outlay account 591-537-57300-986.444.

CITY OF WYOMING

CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$7,500)

This Contract is made as of the Effective Date between the City and the Supplier.

City means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509.

Effective Date means: July 16, 2024.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: Wagner Enterprise, Inc.
[Name of supplying entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
70 W Long Lake Rd, Suite 121
[Supplier's street address]
Troy, MI 48098
[Supplier's city, state & zip]

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

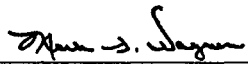
4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

City and Supplier have signed this Contract as of the Effective Date.

City of Wyoming

Supplier: Wagner Enterprise, Inc.

By: _____
Kent Vanderwood, Mayor

By: 
[Signature officer, director, or principal of Supplier]
Mark S. Wagner
[Typed/Printed Name & Title of Person Signing for Supplier]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 7/1, 2024

Date signed: _____, 20__

Approved as to form: 

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Supplier attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Supplier and all Supplier's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Supplier and its principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Supplier nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfor.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

C. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

6. Payment to Supplier.

A. Supplier and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Supplier guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Supplier will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

8. Information, Quality, and Related Requirements.

A. Unless otherwise stated in the Proposal, all items shall be new, the best of their respective kind, and free from defects.

B. Supplier shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for the items, and ensure all related warranties are held by or assigned to City.

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

9. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

11. Assignment/Beneficiaries. None of Supplier's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Supplier's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

12. Independent Contractor. Supplier and Supplier's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Supplier is solely responsible for Supplier's personnel's acts, omissions, and statements. Supplier is solely responsible for any compensation and benefits to be provided Supplier's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Supplier or Supplier's personnel.

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and

consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

B. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

G. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

H. Reference by office to a City officer includes that City officer's designee(s).

**Exhibit B
Proposal**

June 27, 2024
Quote #45,635-R3

City of Wyoming WTP
1155 28th St SW
Wyoming, MI 49509

REF: REPLACEMENT FIBERGLASS BLEACH TANK (SN 25903) – WYOMING, MI

Attn: Dan Kleinheksel Ph: (616) 377 8969 Email: dankleinheksel@wyomingmi.gov

Estimated Lead-Time: 20-22 weeks after approved prints are received and finalized.

Allow 15-20 working days to receive prints for approval

Terms: Net 30 days after completion of fabrication

Warranty: 12 Months from date of shipment

Applicable State or Local taxes are not included.

F.O.B.: Belding, MI with **est. freight of \$1,555.00 (1 tank) to Wyoming, MI**

NOTE: Freight rates are estimates only and may change upon actual shipment. Freight cost is subject to change based on actual loaded dimensions and route provided at time of shipment.

To be Shipped Via: Best Way

Salesperson: Bryan Wagner / Mike Mastracci

Quote valid for: 30 days

We are pleased to submit our proposal for the following:

PRODUCT: **12.5% Sodium Hypochlorite Stable Solution with pH 11 to 12.**

QUANTITY: (1) Model C-OSV-I-5-1162 **ASTM D 4097-18** contact molded reinforced fiberglass tank. Tank will have an open top with non-skid surface and 90° top flanged rim, vertical sidewall, 4" minor x ¼"/ft. P200 Foam Core Internal Sloped Bottom.

CAPACITY: 1,162 U.S. gallons full.

DIMENSIONS: 60" nominal inside diameter x 96" straight side x 101" approximate overall height

RESIN: Premium grade Derakane™ Signia™ 411 vinyl ester resin throughout.

SPECIAL PROMOTER: BPO/DMA corrosion barrier & Co/MEKP structural layer catalyst system with post cure

INTERNAL VEIL: Double glass

EXTERNAL COAT: Translucent exterior resin coat with UV-Inhibitor.

CURE: (4) hour Post heat Cure

DESIGN: Tank designed for atmospheric internal pressure only, 1.25 specific gravity max., 100° F temperature, no MPH wind load design, no PSF ground snow load design, and ASCE 7-16 Seismic Design: Site Class=D, R.C.=II, SDS=0.093, SD1=0.079

SUPPORT: Tank rests flat on floor or platform



- GAUGE:** (1) permanent sidewall calibration strip
NOTE: With Helix wound method of fabrication, the liquid can be seen through the wall of the tank with proper lighting.
- COVER:** (1) One-piece FRP Cover, complete with Titanium bolts & FKM gasket
- FITTINGS:** (1) 4" Conical gusset Flanged nozzle – Vent
(1) 3" Conical gusset Flanged nozzle – Overflow
(1) 2 ½" Conical gusset Flanged nozzle – Fill
(1) 2" Side bottom flanged nozzle with (1) full plate gusset. – Pump Suction
(1) 2" Conical gusset Flanged nozzle and FRP blind flange, complete with Titanium bolts, nuts, washers & FKM gasket – Spare
Required heavy powder coated Carbon Steel Lifting Lugs
(4) #2 heavy powder coated Carbon Steel Hold Down Lugs
- ACCESSORIES:** (1) Set of (2) pair FRP ladder attachment bracket (for customer's ladder)
(1) SPECIAL FRP Step off landing on tank sidewall
(1) NFPA Diamond (10" x 10") laminated tag.
(1) Sidewall Calibration Strip
(1) T-304 stainless steel nameplate with FRP mounting bracket.
• Note: 316 SS unavailable
(1) Handrail tabs and fit up to existing top handrail to be shipped back to manufacturer.
- PRICE:** **\$28,425.00 each tank plus freight**

This proposal is based on information and on specifications supplied for bidding and our interpretation of that information, along with our recommendations and/or changes for fabrication. Prices are subject to review and possible adjustment for any changes made that deviate from the outline given.

This proposal DOES NOT include any of the following unless noted above:

- A. Unloading or Installation of equipment, or any required permits.
- B. Hold down bolts / anchors.
- C. All fasteners and gaskets.
- D. Any electrical, instrumentation, exterior piping, piping hook up, valves, pumps, etc.
- E. Testing such as; Hydro Test, Physical Testing, A/E Test, etc.
- F. Design calculations, stamped or un-stamped.

If we can be of any further service to you, please contact us.

Sincerely,
WAGNER ENTERPRISE, INC.



BRYAN WAGNER
Cell: 248-404-8058
Email: bryan@wagnerenterprise.com
BW/MM



RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
EXTERIOR CLEANING OF THREE GROUND STORAGE TANKS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from H2O Towers LLC for the exterior cleaning of three ground storage tanks in the total estimated amount of \$12,825.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from H2O Towers LLC for the exterior cleaning of three ground storage tanks in the total estimated amount of \$12,825.00.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal
Contract

Resolution No. _____

STAFF REPORT

Date: July 3, 2024
Subject: Storage Tank Cleaning
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Myron Erickson, Director of Public Works
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by H2O Towers LLC for the exterior cleaning of three ground storage tanks in the amount of \$12,825.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The Water Treatment Plant has nine ground storage tanks at various sites throughout the system to store and supply drinking water. A steel tank at the WTP and both steel tanks at the Burlingame Pump Station have become unsightly due to exterior dirt, grime, and mildew. Routine tank cleaning prolongs the life of their exterior coatings and maintains their aesthetic appeal.

Ottawa County has communities with ground storage tanks that are also in need of exterior cleaning. They previously partnered with H2O Towers for this work and received a group discount. Therefore, H2O Towers was contacted for a proposal to clean three Wyoming storage tanks in conjunction with nine Ottawa County storage tanks. H2O Towers submitted a proposal to perform the exterior cleaning work in the amount of \$12,825.00 - including a 10% group discount.

To ensure fair pricing, a proposal was requested from a second company. The proposal amount was \$14,500.00 for only the two Burlingame tanks. Based on better pricing for the full scope of work and a history of excellent work, it is recommended the City Council accept the proposal provided by H2O Towers LLC.

BUDGET IMPACT:

Adequate funds exist in Water Fund accounts 591-537-55300-930.000 and 591-537-55800-930.000.

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(NO RFP)

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: H2O Towers LLC
[Name of contracting entity]
 A Michigan limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
10400 Mooreville Rd
[Contractor's street address]
Saline, MI 48176
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: July 16, 2024. Normally this is the day after the Council meeting at which it is approved.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

- If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
- This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Kent Vanderwood, Mayor

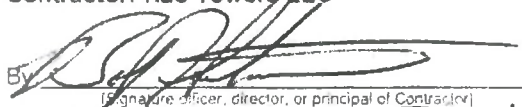
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Contractor: H2o Towers LLC

By: 

[Signature officer, director, or principal of Contractor]
Robert J. Santure, President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: July 2, 2024

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, <https://sam.gov/wage-determination/MI20240088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

E. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible for Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

**EXHIBIT B
PROPOSAL**

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
ENGINEERING SERVICES FOR THE PRIMARY CLARIFIER INSPECTION PROJECT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Moore & Bruggink to provide engineering services for the primary clarifier inspection project at the Clean Water Plant in the total estimated amount of \$10,615.00.
2. It is further recommended the City Council authorize \$2,000.00 for contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Moore & Bruggink in the total estimated amount of \$10,615.00.
2. The City Council authorizes \$2,000.00 for contingency.
3. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
4. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal
Contract

Resolution No. _____

STAFF REPORT

Date: June 29, 2024
Subject: Primary Tank Inspection
From: Jon Burke, CWP Superintendent
CC: Myron Erickson, Director of Public Works
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended that the City accept the proposal from Moore + Bruggink Consulting Engineers for the work outlined in the attached proposal at a cost of \$10,615.00 plus a contingency amount of \$2,000 for unforeseen work that may come up during the inspection project.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

Primary clarification is the second step in the treatment process, which allows for heavier material to settle out of the flow before proceeding to aeration. The CWP has four tanks to accomplish this process. Two of the primary clarifiers are original to the plant and the other two were constructed in the early 1970's. All four tanks have had minor repairs since then, but the biggest change came in 2011, when covers were installed on all four tanks. This was to comply with a consent order from the State of Michigan to address odors that were coming from the plant. While the covers do help with the odor issues, they create an atmosphere under them that causes corrosion of the equipment above the water line.

While there have been several repairs and replacements of some of the equipment under the covers, there are indications that more repairs might be needed in the near future. Therefore, a thorough cleaning and inspection is needed to determine what might need to be done during a larger scale project. Results of this inspection will be used to determine the capital needs likely for the FY27 budget.

Being a small-scale project, a scope of services was developed to assist us with an inspection of all the tanks and equipment associated with this process. Quotes were then solicited from five local engineering firms in early June. Four firms responded with quotes ranging from \$10,615 to \$29,789.05.

TABULATION:

Moore + Bruggink Consulting Engineers	\$10,615
Fishbeck	\$14,000
Donohue & Associates	\$19,910
SEH	\$29,789.05

BUDGET IMPACT:

This project was anticipated and included in the FY25 annual budget, capital outlay account 590-536-54400-986.444.



Moore+Bruggink
Consulting Engineers

June 20, 2024

*Bid/Proposal – Engineering Services for
Primary Clarifier Inspection Project*

Mr. Jon Burke
City of Wyoming
1155 28th Street SW
Wyoming, Michigan 49509-0905

Dear Mr. Burke:

Moore+Bruggink, Inc., is pleased to provide proposal pricing for **Engineering Services** for the **Primary Clarifier Inspection Project** to the City of Wyoming. Our proposal is based on the RFQ issued via email on June 6, 2024, and previous visits to the site.

We met internally with our project team to review the scope of work and develop a comprehensive work plan for the inspection and report recommendations. Our team has done very similar clarifier inspections at multiple plants throughout Michigan, including coating inspections in wet wells and sewage or biosolids holding tanks. Many of these inspections and their associated engineering recommendations have led to construction projects to repair structures, coatings, and mechanical equipment. We are familiar with the Raven line of coatings, have had such coatings applied in tanks as part of **M+B** projects, and often work with the Raven coating local supplier, Plummers.

We have put great attention into our approach to this project, and feel our team will have a unique approach by performing the inspections with both a professional mechanical engineer and a professional structural engineer present within the tanks and flume structure. Brief bios are included in the proposal. We will also contact the contractor that applies Raven coating products, Plummers, to have them enter the tanks for inspection of their coating system and to provide recommendations and pricing on any deficiency correction or re-coating.

Scope and Approach

We will start by reviewing record drawings of the tanks and information on the equipment, including any available maintenance records, prior to conducting any onsite inspections. Following the record documentation review, there may be a need to ask questions or request additional information from CWP staff. The primary clarifier and Parshall Flume equipment will then be inspected onsite. **M+B** Team members for onsite inspections will include Jacob Bruggink (**M+B** Mechanical P.E.) and Josh Cardinal (JDH Structural P.E.), and one **M+B** inspector (TBD) to assist the team. As they are a local contractor, we will also contact Plummers and hopefully have them present when the Raven coating is inspected.

Clarifier inspections will include inspection of clarifier tank interior concrete, flights, skimmer equipment, scum beaches, launders & coatings, weirs, and mechanical drive equipment. In all tanks, we will look for spalling concrete, exposed aggregate, rust stains, or other evidence of H₂S corrosion to the concrete. We will inspect the interior clarifier mechanisms for corrosion, clearances, and general condition of the metallurgy. This includes the weirs/baffles and scum beaches as well as the launders. External to the tank, we will review the condition of the drive motors and gearboxes and, if possible/available, check the over-torque sensors for functionality. We will also take the time to review the primary cover decking and supports, and any exposed concrete along the external edge of the tanks.

The Parshall Flume inspection will include inspecting the flume itself as well as the associated level instrument for condition. The isolation gates will be examined for pitting, seal integrity, or cracking,



gearbox conditions, or other deficiencies. The Raven coatings in the flume structure, as well as clarifier launder areas, will be inspected for bubbling, peeling, or other disassociation from the concrete substrate as well as any thin spots.

Once the inspections are complete, we will plan to meet with the plant to review our initial findings and review options for repair/replacement/life extension alternatives. Our report deliverable will include details on inspection findings and estimated life expectancies for each piece of equipment as stipulated in the RFP. The report will also include recommendations on scope of equipment repair/replacement and estimates of probable cost. The recommendations and cost estimates will be determined in part through discussions with local contractors and obtaining equipment quotes from vendors. The contractor discussions are key, as the current market is volatile, and will help determine accurate estimates for use in capital and maintenance planning.

Assumptions & Clarifications

We plan on four individual inspection trips to the site, assuming that the treatment process will allow for only one clarifier to be taken offline at a time. We also assume the clarifiers will be cleaned to the point where walls and floors can be inspected visually.

We are assuming that we will be able to inspect the Parshall Flume, channel, and isolation gates during one of the clarifier inspection site visits.

We assume that City of Wyoming staff will provide ladders to access inspection areas, personnel retrieval equipment, and permit documentation to meet requirements of confined space entry. **M+B** will practice proper confined space entry protocol and will use our own harnesses and atmosphere monitors.

Project Schedule

Given the proximity of this project to our office, our staff can be available whenever it is convenient for the CWP to take down the equipment for inspection. We anticipate after all inspections are completed that we can have a meeting with the CWP staff, obtain quotations, have contractor discussions, and produce a final report within one month.

Our wastewater and environmental services division is a large part of our business, and we take great pride in "Engineering Clean Water." In the last ten years, our staff has continued to grow in number and experience, and we have completed plans for and designed plants ranging in size from small grinder pump systems around lakes, to large, 60 Million Gallon per Day plants. Our methodology for designs and studies of this type focuses on providing cost-effective, operator-friendly systems, while maintaining the highest level of sustainable practices. *We encourage you to talk to our existing clients to help highlight the level of service we bring to the table.*

We propose to complete the Primary Clarifier Inspection Project for a cost of \$10,615 to be billed on a time and materials basis. Attached to this letter is information on key project team personnel, relevant project experience, cost of services and manhours breakdown, and a signed City of Wyoming Contract for execution by the City if **M+B** is selected for this project. Please feel free to contact me if you have any questions or if any adjustment needs to be made to the outlined scope of work. We look forward to working with the City of Wyoming and the Clean Water Plant Staff.

Sincerely,

A blue ink signature of Brian J. Hannon.

Brian J. Hannon, P.E.
Vice President

A blue ink signature of Jacob A. Bruggink.

Jacob A. Bruggink, P.E.
Project Engineer

Attachments

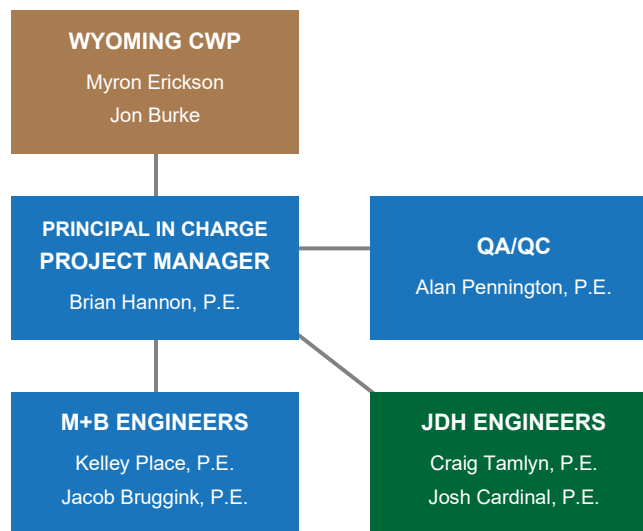


ATTACHMENTS

1. Key Personnel and Sub-consultants Team
2. Experience and Relevant Projects
3. Cost of Services & Manhour Breakdown
4. City of Wyoming Contract

1. KEY PERSONNEL & SUB-CONSULTANTS TEAM

The project team organizational structure shown below will provide a straightforward team so that communication can flow freely between the City's CWP Staff, Consultant Project Manager, Engineer, and Sub-consultants. Ultimately, Brian Hannon, P.E., will be the single point of contact, and will have responsibility for organization, execution, and overall project management of the project. **M+B** is partnering with JDH Structural Engineering for their expertise in structural engineering of wastewater structures. Both of our firms are located within ten minutes of the CWP. This local team is in the best interest of the client, given the need to be flexible with equipment outages. The proposed team has worked well together on previous studies and designs, including several wastewater tank inspections, and will continue to provide a high level of service for this City of Wyoming CWP project.



*Moore+Bruggink, Inc. engineers are all located at our only office in Grand Rapids, Michigan.
JDH engineers are all located at their only office in Grandville, Michigan.*

PROJECT TEAM AND EXPECTED ROLES

M+B Staff

The **Moore+Bruggink** team assigned to this project has **extensive experience with inspection and evaluation studies related to mechanical equipment and structures of wastewater plants**. We have completed recommendation reports and asset management plans, and contributed to capital improvement plans at many facilities. **Moore+Bruggink** will be responsible for leading the project management tasks and team.



Brian Hannon, P.E., will be the project manager and client representative. He has 22 years of project experience with the planning and design of water and wastewater systems, including multiple clarifier and tank evaluations as well as equipment repair and replacements, which demonstrates a high level of expertise in similar projects. He is a mechanical engineer, and will review the findings of the tank inspection, and ensure the recommendations and cost estimates are complete and accurate. **Brian's recent experience with tank and equipment evaluations, clarifier designs, and extensive resume of project management and wastewater process systems make him ideal to lead the team.**



Kelley Place, P.E., will be the project engineer assigned to this project. Kelley brings 16 years of engineering experience to the table, working with process projects, hydraulics and hydrology, system modeling, and other aspects of environmental engineering. **She will assist Jacob with equipment evaluation and recommendations, estimates, and report writing, and will be a second point of contact during these critically timed inspections if Jacob is unavailable.**



Jacob Bruggink, P.E., has 10 years of engineering experience and has worked on many major plant designs, including Delta Township, Charlotte, Grand Rapids WRRF, Zeeland, and Grandville. He has a background of pouring concrete foundations, and has designed and executed many channel and equipment coating projects. As a mechanical engineer, he has expertise in equipment evaluation and condition assessment. **Jacob completed the Midland biosolids tank evaluations, detailing structural deficiencies and developing thorough estimates for capital planning.**



Alan Pennington, P.E., a Principal with M+B, will assist with QA/QC and ensuring proper designation of internal resources. **Alan brings his 29 years of experience to the table as an engineer for multiple communities, including water and wastewater projects in the city of Grand Rapids and surrounding communities.**

JDH Structural Engineers

JDH has worked closely with **Moore+Bruggink** on numerous wastewater projects as well as on structural inspections throughout Michigan and **functions as an extension of our staff**. They are experienced structural engineers with knowledge in specialized wastewater structures.



Craig Tamlyn, P.E., brings 25 years of structural experience to our team. He has extensive knowledge of structural design and has worked with **M+B** on various projects, including the City of Ann Arbor UV System design and the City of Midland Sludge Storage Tank Inspections, and his firm has worked on the City of Grandville CWP structures. **Craig is a principal at JDH, and will oversee JDH's Structural Engineering team.**



Josh Cardinal, P.E., will be the lead structural engineer for the inspection of the tanks. Mr. Cardinal has assisted our team in various tank inspections and report recommendations, including the City of Midland biosolids storage tanks. **His 12 years of experience and knowledge on similar projects make him ideal to perform these inspections.**

**Full resumes can be provided upon request.*

2. EXPERIENCE & RELEVANT PROJECTS

RELEVANT CLARIFIER, INSPECTION, COATING PROJECTS

The **Moore+Bruggink** team has extensive, demonstrated experience with studies and design of primary and final clarifiers at multiple plants across Michigan and Indiana. We have also inspected various tank structures, including influent channels, biosolids storage tanks, digester tanks, and other structures. We have completed many equipment life cycle evaluations for plants, including many SAW Grant assessments. These projects have included studies, funding, survey, design, permitting, construction engineering, inspection, and startup services. A listing and brief description of some of these successful projects is below.

The **M+B** team has completed multiple clarifier repairs at various plants. Most were round clarifiers, but occasionally, we have completed square clarifiers and rectangular clarifiers.

Location	New	Concrete Repair	Mechanisms	Wier Covers
Grandville	X	X	X	
Zeeland	X	X	X	X
Sparta	X	X	X	X
Albion		X	X	
SCCMUA		X	X	
Midland		X	X	

City of Zeeland CWP Expansion

Reference: Mr. Doug Engelsman, Superintendent
(616) 772-0873

Moore+Bruggink has had a longstanding relationship with the City of Zeeland and has been working on their treatment plant since the 1960s. During the last expansion, which was completed in 2017, and a subsequent project to replace the mechanism in their secondary clarifier, the following elements related to the Wyoming project were demonstrated:

1. *Three existing rectangular primary clarifier mechanisms, motors/drives, weirs, baffles, and scum removal mechanisms were replaced.*
2. *Two new rectangular primary clarifiers, including mechanisms, weirs, baffles, and scum removal, were added.*
3. *Three existing round secondary clarifiers were rehabilitated. Two mechanisms were replaced, weirs were rehabilitated, and concrete coatings redone. The third clarifier had the mechanisms recoated to extend life. Also, fiberglass weir covers were added to help prevent algae growth on the weirs, scum baffles, and troughs.*
4. *Two new round secondary clarifiers were added, including mechanisms, bridges, drives, weirs, scum baffles, and fiberglass weir covers. Concrete rehabilitation was completed on several existing structures and sidewalks throughout the plant.*

*Case history included to demonstrate **M+B** experience in wastewater plant improvements projects involving primary and secondary clarifier rehabilitation and concrete repairs.*



Finals with Weir Covers



Primary Mechanism Replacement



Concrete Trough Repairs in Progress



Replaced Final #3 Mechanism & Internals

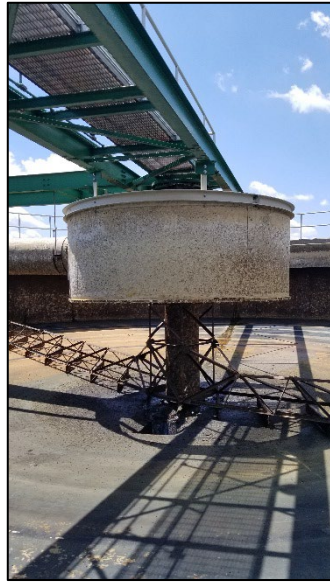
Midland WWTP Concrete and Structures Evaluations

Reference:, Mr. Steve Smith, Director of Maintenance (989) 837-8304

The City of Midland WWTP hired **M+B** to review the condition of structures and processes in their plant in 2019 when various units were taken out of service.



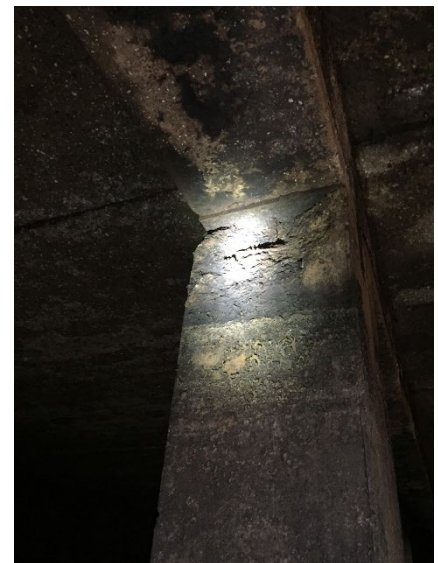
Inspection of Intermediate Clarifiers



Inspection & Scoping of Final Clarifier Repairs

Intermediate and final clarifiers were all evaluated for concrete structural deficiencies; in addition, bridge, walkways, internal baffling, weirs, and scum baffles were all investigated and rated. The sludge storage tank was cleaned, and particular spots of damage to the precast planks and beam to column joints were noted for inspection. **M+B** scoped and recommended spot repairs to the tanks, structures, and components, and the Midland WWTP staff is working through the repairs as budgets allow.

Case history included to demonstrate similar inspection of clarifiers and structural deficiencies, and recommendations for repair spanning multiple budgeting cycles and working within constraints of plant finances. Brian Hannon and Jake Bruggink were both inspectors and engineers on this project in conjunction with JDH.



Sludge Storage Tank Spalling

Grandville CWP Expansion and Renovation & Walkway and Clarifier Project

Reference: Mr. Todd Wibright, Superintendent,
(616) 457-0720

Moore+Bruggink has served the City of Grandville as engineers for over 65 years. This longstanding relationship has spanned many plant improvements and studies, and in the last ten years, has culminated in a large expansion, walkway and clarifier improvements, and construction completion on a large solids handling project.

M+B provided design and construction engineering services on the \$23.4 million Grandville Clean Water Plant Expansion and Renovation Project. The Grandville design features the first ESD configuration in Michigan with gas cleaning, cogeneration, and hot water recovery systems.

This project won the National ACEC Honor Award in 2013 as one of the top 24 engineering projects in the country!

Other major items of work of note to Wyoming include:

1. *Four new rectangular primary settling tanks, mechanisms, drives, weirs, baffles, and scum removal.*
2. *Two new round final clarifiers, complete with mechanisms, drives, bridges, rapid sludge removal arms, weirs, scum baffles, etc.*
3. *Repair of concrete and handrail systems on some of the existing round clarifiers.*

During the expansion, while the old aeration tanks were empty for cleaning, it was found that there was extensive spalling damage to the underside of the existing walkways over these tanks. In addition, the dome diffusers were to be replaced with flat diffusers to match the new aeration tank. The 2016 walkway project entailed repairing/replacing walkways, **as well as repairing miscellaneous concrete around the plant and replacing the mechanisms in the old rectangular primary clarifiers.**

Case history included to demonstrate successful project completion of very similar project elements within a series of projects spanning multiple budgets and years.



Egg-Shaped Anaerobic Digester



One of Several New Final Clarifiers &



Installation of Final Tank Mechanism

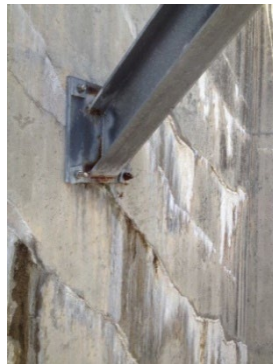


Plant Aerial View

Delta Charter Twp WWTP – Improvements Phase 1

Reference: Mr. Rick Kane,
Utility Director (517) 323-8570

In 2016, M+B completed improvements to the Delta Charter Township WWTP that included replacement of a large failing gabion and concrete wall with a helical pier supported concrete wall that was over 20 feet tall.



Failed Concrete Wall



New Concrete Wall Aerial View



Failed Concrete on Channel



Newly Repaired – Coated Channels

The influent pump forcemain piping and magnetic flow meters were replaced. In addition, the large influent channels had severe H₂S damage, including spalling, deposits, and exposed rebar. The repairs included replacement of concrete and recoating the influent channels with a two-part epoxy coating. Timing was critical due to bypass pumping and keeping processes online. The aeration tank effluent splitter chamber was also fully replaced due to excessive corrosion and concrete damage.

Case history included to illustrate concrete inspection, scoped repairs, and working with plant staff. Specifically highlights the complicated structural engineering associated with the large helical pier supported wall, as well as concrete repair and new coatings for protection. Brian Hannon and Jake Bruggink were critical to this project design and construction.

3. COST OF SERVICES & MANHOUR BREAKDOWN

The anticipated not-to-exceed costs of the Primary Clarifier Inspection Project are as noted below. The project budget assumes a timeline of July 2024 to start work on the inspections, with the goal of completing the report within one month after all tanks have been inspected.

M+B Engineering and PM	\$7,215.00
JDH Structural Engineers Sub-consulting	\$3,300.00
Expenses, Reimbursables, etc.	<u>\$100.00</u>
PROJECT TOTAL	\$10,615.00

A breakdown of estimated hours by employee classification, broken out by task, follows.

Thank you for the opportunity to submit this proposal. We look forward to working with the Wyoming CWP Staff on this project.



4. CITY OF WYOMING CONTRACT

A signed City of Wyoming Contract is included for execution by the City if selected for this project.



ENGINEERING, DESIGN, AND PROJECT OVERSIGHT SERVICES FOR Primary Clarifier Inspection PROJECT
PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means:

_____ [Name of contracting entity]
A _____
_____ [State and type of entity, e.g., corporation, limited liability company, etc.]
_____ [Professional's street address]
_____ [Professional's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Deliverables means the work products of Contractor's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: _____, 202__.

Proposal means Contractor's proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A. S

Services or Work means the services described and specified in the Proposal.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will perform the Services and provide the deliverables as detailed in the RFP and Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. If the Services include preparation of bid documents, Contractor must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Contractor. Any bid documents Contractor provides must show that Contractor or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Contractor: _____

By:

[Signature officer, director, or principal of Contractor]

[Typed/Printed Name & Title of Person Signing for Contracto

Date signed: _____, 20__

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND TO
ACCEPT A QUOTE FOR ELECTRICAL SUPPLIES

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids listed below and accepts a quote for electrical supplies as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Electrical Supplies	Graybar Electric Company, Inc. and The Kendall Group, Inc dba Kendall Electric Inc.	Bid and quote pricing as shown on the attached tabulation sheet.
Fire Turnout Gear	Municipal Emergency Services	Bid prices as shown on the attached staff report.
Headworks Project Design	Donohue & Associates, Inc.	\$249,325.00
Lot Resurfacing	Bob's Asphalt Paving, Inc.	\$122,900.00

2. The City Council authorizes \$22,560.00 for the value-added services as detailed in the attached proposal for the Headworks Project Design.
3. The City Council authorizes \$15,000 contingency for the Headworks Project Design.
4. The City Council authorizes the Mayor and City Clerk to sign the contracts.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 15, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Letter
Tabulation Sheets
Contracts

Staff Report

Date: June 19, 2024
Subject: Purchase of Electrical Supplies
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Myron Erickson, Director of Public Works
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended the City Council approve the purchase of electrical supplies and materials from Graybar Electric and Kendall Electric for fiscal year 2025.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The utility plants and public works use a considerable amount of consumable electrical supplies to perform in-house electrical system repairs and replacements. The installation of new electrical parts is an essential aspect of maintenance responsibilities. Therefore, a bid document was assembled to request pricing for over 100 commonly used electrical parts and materials. Also included in the bid document is a requirement for the bidder to have a location within 15 miles of a utility plant for emergency purchases. The bid opportunity was advertised via the City's website on Tuesday, June 4, and on Tuesday, June 18 one bid was received from Graybar Electric. Because Graybar Electric does not have a location within 15 miles of the Water Treatment Plant, Kendall Electric was asked to quote the same electrical parts and materials.

Tabulation and review of the bid from Graybar and the quote from Kendall shows both suppliers provided competitive pricing. Considering Graybar Electric is in Grand Rapids and does not have a location within the required 15 miles of the Water Treatment Plant, it is prudent to approve Kendall Electric along with Graybar Electric for the purchase of electrical supplies. Furthermore, pricing from both suppliers is subject to change throughout the year so approving both suppliers enables staff to evaluate pricing and availability at the time of purchase.

BUDGET IMPACT:

Annual expenditures for electrical supplies at the utility plants and public works is an estimated total of \$60,000.00. Adequate funds have been budgeted for in various utility plant and public works accounts including 591-537-55300-775.000, 590-536-54300-775.000, 661-441-58300-775.000.

CITY OF WYOMING

CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

This Contract is made as of the Effective Date between the City and the Supplier.

City means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509.

Effective Date means: July 16, 2024.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: Graybar Electric Company, Inc.
(Name of supplying entity)
A New York corporation
(State and type of entity, a.g., corporation, limited liability company, etc.)
2204 Turner Ave NW
(Supplier's street address)
Walker, MI 49504
(Supplier's city, state & zip)

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal. Prices are subject to change after 30 days. Prices will be determined at the time of purchase, if purchases made after 30 days.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.


City and Supplier have signed this Contract as of the Effective Date.

City of Wyoming

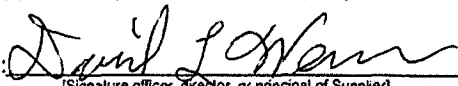
By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2024

Approved as to form: _____


Supplier: Graybar Electric Company, Inc.

By: 
(Signature officer, director, or principal of Supplier)
David L. Werner Outside Sales Rep
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: 7/8, 2024

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Supplier attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Supplier and all Supplier's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Supplier and its principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Supplier nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

C. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

6. Payment to Supplier.

A. Supplier and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Supplier guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Supplier will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

8. Information, Quality, and Related Requirements.

A. Unless otherwise stated in the Proposal, all items shall be new, the best of their respective kind, and free from defects.

B. Supplier shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for the items, and ensure all related warranties are held by or assigned to City.

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

9. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

11. Assignment/Beneficiaries. None of Supplier's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Supplier's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

12. Independent Contractor. Supplier and Supplier's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Supplier is solely responsible for Supplier's personnel's acts, omissions, and statements. Supplier is solely responsible for any compensation and benefits to be provided Supplier's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Supplier or Supplier's personnel.

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and

consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

B. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

G. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

H. Reference by office to a City officer includes that City officer's designee(s).

**Exhibit B
Proposal**

BID/PROPOSAL FORM

Bid/Proposal for Electrical Supplies

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, DUNS #: _____		

Are you, or the business owner related to an elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list individuals' name(s) and relationship(s):		

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

BID/PROPOSAL FORM CONTINUED

PRICING SHEETS

State bid price as per the specifications included herein. All bid pricing must be submitted using the pricing sheets below.

Company Submitting Bid: GRAYBAR ELECTRIC

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yest/No)	If no, how long is bid pricing firm?
GROUP I - CONDUIT NIPPLES (inches)						
1/2" x 2"	882 73111	100	1.60	160.00	NO	30 DAYS
1/2" x 3"	882 73113	100	1.86	186.00	NO	30 DAYS
1/2" x 4"	882 73115	100	2.21	221.00	NO	30 DAYS
3/4" x 2"	882 73314	100	1.80	180.00	NO	30 DAYS
3/4" x 3"	882 73316	100	2.18	218.00	NO	30 DAYS
3/4" x 4"	882 73318	100	2.58	258.00	NO	30 DAYS
1" x 2"	882 73068	50	2.51	125.50	NO	30 DAYS
1" x 3"	882 73070	50	3.04	152.00	NO	30 DAYS

Company Submitting Bid: GRAY BAR ELECTRIC

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yes/No)	If no, how long is bid pricing firm?
1" x 4"	882 73072	50	3.70	185.00	NO	30 DAYS
1" x 5"	882 73074	50	4.19	209.50	NO	30 DAYS
* BRIDGE PORT						
GROUP II - LOCKNUTS (APPLETON ONLY)						
1/2"	880 31045	100	.14	14.00	NO	30 DAYS
3/4"	880 31047	100	.18	18.00	NO	30 DAYS
1"	880 31055	100	.31	31.00	NO	30 DAYS
* BRIDGE PORT						
GROUP III - INSULATING BUSHINGS (APPLETON ONLY)						
1/2"	880 31672	100	.075	7.50	NO	30 DAYS
3/4"	880 31673	100	1.00	10.00	NO	30 DAYS
1"	880 31674	100	1.60	16.00	NO	30 DAYS

Company Submitting Bid: GRAYBAR ELECTRIC

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yest/No)	If no, how long is bid pricing firm?
GROUP IV - REDUCING BUSHINGS (APPLETON ONLY) - RATED CLASS 1, DIVISION 1A, B, C, D						
<i>CROUSE HINDS</i>						
3/4" to 1/2"	880 74432	100	1.64	164.00	NO	30 DAYS
1" to 3/4"	880 74436	100	1.85	185.00	NO	30 DAYS
1-1/4" to 1"	880 74442	100	3.11	311.00	NO	30 DAYS
1-1/2" to 1-1/4"	880 74450	100	5.35	535.00	NO	30 DAYS
GROUP V - HANDI BOX BOXES - DEEP (18 CUBIC INCHES) (APPLETON ONLY)						
1/2" Knock Out	882 54925	50	9.67	483.50	NO	30 DAYS
3/4" Knock Out	880 37370	50	10.60	530.00	NO	30 DAYS
Cover Blank	882 54916	50	3.91	195.50	NO	30 DAYS
Covers Duplex	882 54922	50	3.91	195.50	NO	30 DAYS
Cover Switch	882 54917	50	3.91	195.50	NO	30 DAYS

Company Submitting Bid: GRAYBAR ELECTRIC

Estimated Quantity

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yest/No)	If no, how long is bid pricing firm?
GROUP VI - LIQUID TITE FLEX CONDUIT - METAL (EF OR VA)						
1/2"	95076749	100 Ft.	1.30	130.00	NO	30 DAYS
3/4"	95076751	100 Ft.	1.76	176.00	NO	30 DAYS
GROUP VII - LIQUID TITE FITTINGS (APPLETON ONLY)						
*CROUSE-HINDS						
1/2" Straight	88073425	100	1.52	152.00	NO	30 DAYS
3/4" Straight	88073432	100	2.18	218.00	NO	30 DAYS
GROUP VIII - SWITCHES RECEPTACLES AND CORD CONNECTORS - (LEVITON, PASS OR SEYMORE)						
Single Pole 1121-2I	88155815	25	2.76	69.00	NO	30 DAYS
3-Way 1123-2	88155832	25	3.36	84.00	NO	30 DAYS
Duplex Recep. R15-I	88156484	50	1.32	66.00	NO	30 DAYS
Duplex Receptacle 5362I	88156809	50	3.96	198.00	NO	30 DAYS

Company Submitting Bid: GRAYBAR ELECTRIC

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yes/No)	If no, how long is bid pricing firm?
1447 Woodhead Male Cord End	882 80824	20	10.84	216.80	NO	30 DAYS
1547 Woodhead Female Cord End	882 80914	20	19.11	382.20	NO	30 DAYS
GROUP IX - J BOXES						
1/2" KNOCK OUT SIZE						
4" square	940 48595	50	1.41	70.50	NO	30 DAYS
4-11/16" square	972 31225	50	2.44	122.00	NO	30 DAYS
4" octagon	940 48148	50	.90	45.00	NO	30 DAYS
3/4" KNOCK OUT SIZE						
4" square	940 48597	50	.95	47.50	NO	30 DAYS
4-11/16" square	940 48616	50	4.00	200.00	NO	30 DAYS
4" octagon	940 48572	50	1.75	87.50	NO	30 DAYS

Company Submitting Bid: GRAYBAR ELECTRIC

Estimated Quantity

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yes/No)	If no, how long is bid pricing firm?
GROUP X - COVERS						
BLANK						
4" square	90058833	20	.39	7.80	NO	30 DAYS
4-11/16" square	94048218	20	.57	11.40	NO	30 DAYS
4" octagon	94048168	20	.50	10.00	NO	30 DAYS
GROUP XI - CONDUIT						
IMC						
1/2"	88272875	100	1.30	130.00	NO	30 DAYS
3/4"	88272906	100	1.54	154.00	NO	30 DAYS
1"	88272873	100	2.35	235.00	NO	30 DAYS
PVC COATED RIGID STEEL						
1/2"	98311124	100	6.43	643.00	NO	30 DAYS

Company Submitting Bid: GRAYBAR ELECTRIC

Company Submitting Bid: _____

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yest/No)	If no, how long is bid pricing firm?
3/4"	882 25178	100	7.46	746.00	NO	30 DAYS
1"	882 25167	100	9.66	966.00	NO	30 DAYS
EMT						
1/2"	882 72937	100	.49	49.00	NO	WEEKLY REVIEW
3/4"	882 72942	100	.87	87.00	NO	WEEKLY REVIEW
1"	882 72936	100	1.48	148.00	NO	WEEKLY REVIEW
LB (APPLETON)	CROUSE HINDS					
1/2"	96015890	10	5.02	50.20	NO	30 DAYS
3/4"	96015893	10	6.30	63.00	NO	30 DAYS
1"	96015899	10	9.16	91.60	NO	30 DAYS
"T" LB (APPLETON)	CROUSE HINDS					
1/2"	96015930	10	5.91	59.10	NO	30 DAYS

Company Submitting Bid: GRAY BAR ELECTRIC

Company Submitting Bid:

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yest/No)	If no, how long is bid pricing firm?
3/4"	96015935	10	7.40	74.00	NO	30 DAYS
1"	96015939	10	10.75	107.50	NO	30 DAYS
"C" CONDULET (APPLETON)						
CROUSE HINDS						
1/2"	98317375	10	5.02	50.20	NO	30 DAYS
3/4"	97286205	10	6.31	63.10	NO	30 DAYS
1"	97286206	10	9.16	91.60	NO	30 DAYS
1 HOLE STRAP						
1/2"	88173727	25	.25	6.25	NO	30 DAYS
3/4"	88173732	25	.30	7.50	NO	30 DAYS
1"	88173737	25	.36	9.00	NO	30 DAYS

Company Submitting Bid: GRAYBAR ELECTRIC

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yes/No)	If no, how long is bid pricing firm?
EMT CONNECTORS (STEEL)						
1/2"	880 73670	25	.14	3.50	NO	30 DAYS
3/4"	880 73671	25	.23	5.75	NO	30 DAYS
1"	880 73672	25	.39	9.75	NO	30 DAYS
CONDUIT NONMETALLIC RIGID						
1/2" Conduit	882 15737	100	.71	71.00	NO	30 DAYS
3/4" Conduit	882 15741	100	.96	96.00	NO	30 DAYS
1" Conduit	882 15738	100	1.29	129.00	NO	30 DAYS
1/2" Coupling	882 15632	10	.15	1.50	NO	30 DAYS
3/4" Coupling	882 15637	10	.18	1.80	NO	30 DAYS
1" Coupling	882 15633	10	.28	2.80	NO	30 DAYS

Company Submitting Bid: GRAYBAR ELECTRIC

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yest/No)	If no, how long is bid pricing firm?
1/2" 90° Elbow	882 15668	10	.81	8.10	NO	30 DAYS
3/4" 90° Elbow	882 15673	10	.91	9.10	NO	30 DAYS
1" 90° Elbow	882 15669	10	1.41	14.10	NO	30 DAYS
EMT COUPLING (STEEL)						
1/2"	880 73680	25	.19	4.75	NO	30 DAYS
3/4"	880 73681	25	.29	7.25	NO	30 DAYS
1"	880 73682	25	.45	11.25	NO	30 DAYS
GROUP XII - MINERLAC (NO SUBSTITUTIONS)						
0 - Size	881 73289	200	.52	104.00	NO	30 DAYS
1 - Size	881 73294	200	.60	120.00	NO	30 DAYS
2 - Size	881 73400	200	.70	140.00	NO	30 DAYS

Company Submitting Bid: GRAYBAR ELECTRIC

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yest/No)	If no, how long is bid pricing firm?
GROUP XIII - STRUT (B-LINE PART NUMBERS FOR REFERENCE ONLY) - GALVANIZED (PLATED)						
1-5/8" B22SH	890 26423	300 FT	3.47	1041.00	NO	WEEKLY REVIEW
1-5/8" B140	890 26505	20 Ea.	1.99	39.80	NO	WEEKLY REVIEW
1-5/8" B133	880 35077	20 Ea.	5.09	101.80	NO	WEEKLY REVIEW
1-5/8" B202	880 35309	20 Ea.	1.39	27.80	NO	WEEKLY REVIEW
1-5/8" B76622	880 36841	20 Ea.	12.23	244.60	NO	WEEKLY REVIEW
1-5/8" B44122	890 26025	20 Ea.	1.79	35.80	NO	WEEKLY REVIEW
GROUP XIV - MISCELLANEOUS ITEMS (PANDUIT, SCOTCH, 3M, ADVANCE)						
Small Sticky Pads ABM2S-A-C	88197083	100	.50	50.00	NO	30 DAYS
Large Sticky Pads ABM4H-A-L	88197090	100	1.12	112.00	NO	30 DAYS
Small Wire Ties PLT1-5M-M	88199542	100	.05	5.00	NO	30 DAYS

Company Submitting Bid: GRAYBAR ELECTRIC

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yes/No)	If no, how long is bid pricing firm?
Medium Wire Ties PLT1-5I-M	88199531	1000	.05	50.00	NO	30 DAYS
Large Wire Ties PLT-3S-CB	88199673	100	.19	19.00	NO	30 DAYS
#33 Black Tape	26355384	20	6.47	129.40	NO	30 DAYS
#35 Red Tape	88175959	20	6.04	120.80	NO	30 DAYS
#14 AWG Black THHN Wire	88284592	1000FT	.128	128.00	NO	WEEKLY REVIEW
#12 AWG Black THHN Wire	88284568	1000FT	.19	190.00	NO	WEEKLY REVIEW
#10 AWG Black THHN Wire	88284544	1000FT	.29	290.00	NO	WEEKLY REVIEW
#14 AWG Green MTW Wire	88301728	1000FT	.15	150.00	NO	WEEKLY REVIEW
#12 AWG Black MTW Wire	88301717	500FT	.23	115.00	NO	WEEKLY REVIEW
#10 AWG Black MTW Wire	88301707	500FT	.37	185.00	NO	WEEKLY REVIEW
CAT-6A ETHERNET CABLE	25108590	1000FT	.475	475.00	NO	WEEKLY REVIEW

Company Submitting Bid: GRAYBAR ELECTRIC

Company Submitting Bid: _____

Item Description	Catalog/Part #	Estimated Quantity	Unit Cost (Each)	Total for Estimated Quantity	Bid Price Firm for One Year (Yes/No)	If no, how long is bid pricing firm?
2 Conductor #18 AWG Shielded Wire	97126465	1000FT	.14	140.00	NO	WEEKLY REVIEW
2 Conductor #18 AWG Shielded Wire	97126465	1000FT ONLY	.14	140.00	NO	WEEKLY REVIEW
#14/3 SJ Cord	88302037	250FT	.53	132.50	NO	WEEKLY REVIEW
GROUP XVII - PVC CONDUIT						
Conduit, PVC Sch 40, 1/2"	88215680	100	.465	46.50	NO	WEEKLY REVIEW
Conduit, PVC Sch 40, 3/4"	88215685	100	.558	55.80	NO	WEEKLY REVIEW
Conduit, PVC Sch 40, 1"	88215681	100	.82	82.00	NO	WEEKLY REVIEW
Conduit, PVC Sch 40, 1-1/4"	88215679	100	1.18	118.00	NO	WEEKLY REVIEW
Conduit, PVC Sch 40, 1-1/2"	88215678	100	1.36	136.00	NO	WEEKLY REVIEW
Conduit, PVC Sch 40, 2"	88215683	100	1.70	170.00	NO	WEEKLY REVIEW
Conduit, PVC Sch 40, 3"	88215686	100	3.20	320.00	NO	WEEKLY REVIEW

Delivery: State number of days required for deliveries from date of receipt of orders: _____ days.
Minimum order per delivery (no charge): \$ _____

Address of Location within 15 miles of the Clean Water Plant: 2350 Ivanrest Avenue, Wyoming, MI 49418;

2204 Turner Ave NW Walker MI 49544
STREET ADDRESS CITY STATE ZIP CODE
616 254 4300
PHONE NUMBER
www.graybar.com
WEBSITE

Address of Location within 15 miles of the Drinking Water Plant; 16700 New Holland Street, Holland, MI 49424;

STREET ADDRESS CITY STATE ZIP CODE

PHONE NUMBER WEBSITE

Bid/Proposal Form Continued

Graybar Electric Company Inc.
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature]
[Signature for proponent]

Douglas Pung

[Printed name and title of person signing]

[Signature]
[2nd signature for proponent]

David L Werner Outside Sales Rep.

[Printed name and title of 2nd person signing]

Date signed: 6/12/2024

2204 Turner Ave NW
[Proponent's street address]

616 254 4300
[Proponent's business phone]

Walker MI 49544
[City] [State] [Zip]

616-292-6069 616-460-2895
[Cell phone number(s) of person(s) signing for proponent]

douglas.pung@graybar.com david.werner@graybar.com
[E-mail address(s) of person(s) signing for proponent]

Corporation - Clay to MO
[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]



CONTRACT FORM

This Contract Form on the next page will be completed and signed by the selected bidder/proponent after bidding but before the contract is submitted to the City Council for approval. The contract signed by the bidder and accompanied by all required bonds, insurance certificates, and any other required documents must be provided before it is signed by the Mayor and Clerk and approved as to form by the City Attorney. The Contractor will be provided a copy of the fully signed contract.

CITY OF
WYOMING

ELECTRICAL SUPPLIES PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

This Contract is made as of the Effective Date between the City and the Supplier.

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509.

"Contractor" means:

Graybar Electric Company, Inc
(Name of supplying entity)
A Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2204 Turner Ave NW
(Supplier's street address)
Walker MI 49504
(Supplier's city, state & zip)

Effective Date means: 6/20, 2024

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20____

Approved as to form:

Contractor: _____

By: David Werner
(Signature of Contractor or principal of Contractor)
David Werner Outside Sales Rep
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 6/20, 2024

CITY OF
WYOMING

ELECTRICAL SUPPLIES PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

This Contract is made as of the Effective Date between the City and the Supplier.

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"Contractor" means:

A _____
[Name of supplying entity]

[State and type of entity, e.g., corporation, limited liability company, etc.]

[Supplier's street address]

[Supplier's city, state & zip]

Effective Date means: _____, 202_.

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City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

Contractor: _____

By: _____
Kent Vanderwood, Mayor

By: _____
[Signature officer, director, or principal of Contractor]

[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 2024

Date signed: _____, 20__

Approved as to form:





2204 TURNER AVE NW
 GRAND RAPIDS MI 49544-2009
 Phone: 616-254-4325
 Fax: 616-451-9503

To: CITY OF WYOMING
 1155 - 28TH STREET SW
 WYOMING MI 49509
 Attn: Daniel Kleinheksel
 Phone: 000-530-7225
 Fax: 000-249-3486
 Email: david.werner@graybar.com

Date: 06/11/2024
 Proj Name:
 GB Quote #: **0246275002 Rev-2**
 Release Nbr:
 Purchase Order Nbr: 2024-00000014
 Additional Ref#
 Valid From: 06/05/2024
 Valid To: 06/12/2024
 Contact: Dave Werner
 Email: david.werner@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	100 EA	CONDUIT		1/2 X 2	1/2 X 2-GALVANIZED CONDUIT NIPPLE	\$160.00	100	\$160.00
GB Part #: 88273111 UPC #: 78669200403								
200	100 EA	CONDUIT		1/2 X 3	1/2 X 3-GALVANIZED CONDUIT NIPPLE	\$186.00	100	\$186.00
GB Part #: 88273113 UPC #: 78669200405								
300	100 EA	CONDUIT		1/2 X 4	1/2 X 4-GALVANIZED CONDUIT NIPPLE	\$221.00	100	\$221.00
GB Part #: 88273115 UPC #: 78669200407								
400	100 EA	CONDUIT		3/4 X 2	3/4 X 2-GALVANIZED CONDUIT NIPPLE	\$180.00	100	\$180.00
GB Part #: 88273314 UPC #: 78669200432								
500	100 EA	CONDUIT		3/4 X 3	3/4 X 3-GALVANIZED CONDUIT NIPPLE	\$218.00	100	\$218.00
GB Part #: 88273316 UPC #: 78669200434								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF WYOMING
 1155 - 28TH STREET SW
 WYOMING MI 49509
 Attn: Daniel Kleinheksel

Date: 06/11/2024
 Proj Name:
 GB Quote #: 0246275002 Rev-2

Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

600	100 EA CONDUIT	3/4 X 4	3/4 X 4-GALVANIZED CONDUIT NIPPLE	\$258.00	100	\$258.00
GB Part #: 88273318 UPC #: 78669200436						
700	50 EA CONDUIT	1 X 2	1 X 2-GALVANIZED CONDUIT NIPPLE	\$251.00	100	\$125.50
GB Part #: 88273068 UPC #: 78669200462						
800	50 EA CONDUIT	1 X 3	1 X 3-GALVANIZED CONDUIT NIPPLE	\$304.00	100	\$152.00
GB Part #: 88273070 UPC #: 78669200464						
900	50 EA CONDUIT	1 X 4	1 X 4-GALVANIZED CONDUIT NIPPLE	\$370.00	100	\$185.00
GB Part #: 88273072 UPC #: 78669200466						
1000	50 EA CONDUIT	1 X 5	1 X 5-GALVANIZED CONDUIT NIPPLE	\$419.00	100	\$209.50
GB Part #: 88273074 UPC #: 78669200467						
1100	100 EA BRIDGEPORT	101-S	1/2 IN UL STEEL CONDUIT LOCKNUT	\$14.00	100	\$14.00
GB Part #: 88031045 UPC #: 78174720101						
1200	100 EA BRIDGEPORT	102-S	3/4 IN UL STEEL CONDUIT LOCKNUT	\$18.00	100	\$18.00
GB Part #: 88031047 UPC #: 78174720102						
1300	100 EA BRIDGEPORT	103-S	1 IN UL STEEL CONDUIT LOCKNUT	\$31.00	100	\$31.00
GB Part #: 88031055 UPC #: 78174720103						

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24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF WYOMING
 1155 - 28TH STREET SW
 WYOMING MI 49509
 Attn: Daniel Kleinhessel

Date: 06/11/2024
 Proj Name:
 GB Quote #: 0246275002 Rev-2

Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

1400	100 EA	BRIDGEPORT	321	1/2 IN PLASTIC BSHNG	\$7.50	100	\$7.50
GB Part #: 88031672 UPC #: 78174700321							
1500	100 EA	BRIDGEPORT	322	3/4 IN PLASTIC BSHNG	\$10.00	100	\$10.00
GB Part #: 88031673 UPC #: 78174700322							
1600	100 EA	BRIDGEPORT	323	1 IN PLASTIC BSHNG	\$16.00	100	\$16.00
GB Part #: 88031674 UPC #: 78174700323							
1700	100 EA	COOPER CROUSE-HINDS	RE21	3/4 TO 1/2 REDUCING BUSH	\$1.64	1	\$164.00
GB Part #: 88074432 UPC #: 78227458950							
1800	100 EA	COOPER CROUSE-HINDS	RE32	1 TO 3/4 REDUCING BUSH	\$1.85	1	\$185.00
GB Part #: 88074436 UPC #: 78227458970							
1900	100 EA	COOPER CROUSE-HINDS	RE43	1 1/4 TO 1 REDUCING BUSH	\$3.11	1	\$311.00
GB Part #: 88074442 UPC #: 78227459000							
2000	100 EA	COOPER CROUSE-HINDS	RE54	1 1/2 TO 1 1/4 REDUCING BUSH	\$5.35	1	\$535.00
GB Part #: 88074450 UPC #: 78227459040							
2100	50 EA	ABB ELECTRICAL	68371 1/2	SC 683711/2 4-1/8X2-1/2 UTILITY BX	\$967.00	100	\$483.50
GB Part #: 88254925 UPC #: 78599118150							

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24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: CITY OF WYOMING
 1155 - 28TH STREET SW
 WYOMING MI 49509
 Attn: Daniel Kleinheksel

Date: 06/11/2024
 Proj Name:
 GB Quote #: 0246275002 Rev-2

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

2200	50 EA	ABB ELECTRICAL	106-3/4	BW 1063/4 DRWM HNDY BX-2 3/16IN DP	\$1,060.00	100	\$530.00
GB Part #: 88037370 UPC #: 78172000384							
2300	50 EA	ABB ELECTRICAL	68 C 1	SC 68C1 4-1/8X2-1/2-UTIL BX CVR STL	\$391.00	100	\$195.50
GB Part #: 88254916 UPC #: 78599114390							
2400	50 EA	ABB ELECTRICAL	68 C 7	SC 68C7 4-1/8X2-1/2- UTILBXCVR STL 1	\$391.00	100	\$195.50
GB Part #: 88254922 UPC #: 78599114410							
2500	50 EA	ABB ELECTRICAL	68 C 30	SC 68C30 4-1/8X2-1/2- UTILBXCVR STL	\$391.00	100	\$195.50
GB Part #: 88254917 UPC #: 78599114415							
2600	100 EA	CONDUIT	UA 1/2 GRY 100FT COIL	UL TYPE LIQUID TIGHT	\$130.00	100	\$130.00
GB Part #: 95076749 UPC #:							
2700	100 EA	CONDUIT	UA 3/4 GRY 100FT COIL	UL TYPE LIQUID TIGHT	\$176.00	100	\$176.00
GB Part #: 95076751 UPC #:							
2800	100 EA	COOPER CROUSE-HINDS	LT50	1/2 STR L/T CONN	\$152.00	100	\$152.00
GB Part #: 88073425 UPC #: 78456430050							
2900	100 EA	COOPER CROUSE-HINDS	LT75	3/4 STR L/T CONN	\$218.00	100	\$218.00
GB Part #: 88073432 UPC #: 78456430075							

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3000	25 EA	LEVITON ELECTRICAL	1221-2I	SP 20A 277V IV AC SW	\$2.76	1	\$69.00
GB Part #: 88155815 UPC #: 07847723989							
3100	25 EA	LEVITON ELECTRICAL	1223-2	3WAY 20A 277V BRN AC SW	\$3.36	1	\$84.00
GB Part #: 88155832 UPC #: 07847722347							
3200	50 EA	LEVITON ELECTRICAL	CR15-I	IV DPLX RCPT-NEMA5-15R	\$1.32	1	\$66.00
GB Part #: 88156484 UPC #: 07847781491							
3300	50 EA	LEVITON ELECTRICAL	5362-I	IV DPLX RCPT-NEMA5-20R	\$3.96	1	\$198.00
GB Part #: 88156809 UPC #: 07847713951							
3400	20 EA	MOLEX LLC	1447	SUPER-SAFEWAY PLUG NEMA 5-15 15A/125V	\$10.84	1	\$216.80
GB Part #: 88280824 UPC #: 78678870102							
3500	20 EA	MOLEX LLC	1547	SUPER-SAFEWAY CONN NEMA 5-15 15A/125V	\$19.11	1	\$382.20
GB Part #: 88280914 UPC #: 78678870302							
3600	50 EA	COOPER CROUSE-HINDS	TP410	4SQ 1-1/2D BOX 1/2KO	\$141.00	100	\$70.50
GB Part #: 94048595 UPC #: 78618910410							
3700	50 EA	COOPER CROUSE-HINDS	TP548	4-11/16 SQ BOX	\$244.00	100	\$122.00

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GB Part #: 97231225 UPC #: 78618910548

3800	50 EA	COOPER CROUSE-HINDS	TP274	4 OCT BOX 1 1/2 D FOR COND	\$90.00	100	\$45.00
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GB Part #: 94048148 UPC #: 78618910274

3900	50 EA	COOPER CROUSE-HINDS	TP412	4SQ 1-1/2D BOX 3/4KO	\$95.00	100	\$47.50
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GB Part #: 94048597 UPC #: 78618910412

4000	50 EA	COOPER CROUSE-HINDS	TP554	4-11/16 SQ BOX	\$400.00	100	\$200.00
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GB Part #: 94048616 UPC #: 78618910554

4100	50 EA	COOPER CROUSE-HINDS	TP276	4 OCT 1-1/2D BOX	\$175.00	100	\$87.50
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GB Part #: 94048572 UPC #: 78618910276

4200	20 EA	COOPER CROUSE-HINDS	TP472	4SQ FLAT BLANK COVER	\$39.00	100	\$7.80
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GB Part #: 90058833 UPC #: 78618910472

4300	20 EA	COOPER CROUSE-HINDS	TP568	4-11/16SQ FLT BLANK CVR	\$57.00	100	\$11.40
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GB Part #: 94048218 UPC #: 78618910568

4400	20 EA	COOPER CROUSE-HINDS	TP322	4/OCT FLAT BLANK	\$50.00	100	\$10.00
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GB Part #: 94048168 UPC #: 78618910322

4500	100 EA	CONDUIT	1/2-IMC	1/2-INTERMEDIATE CONDUIT	\$130.00	100	\$130.00
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Proposal

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GB Part #: 88272875 UPC #: 98001000001

4600	100 EA CONDUIT	3/4-IMC	3/4-INTERMEDIATE CONDUIT	\$154.00	100	\$154.00
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GB Part #: 88272906 UPC #: 98001000002

4700	100 EA CONDUIT	1-IMC	1-INTERMEDIATE CONDUIT	\$235.00	100	\$235.00
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GB Part #: 88272873 UPC #: 98001000003

4800	100 EA ROBROY IND	PRHCONDUIT-1/2	1/2 CONDUIT	\$643.00	100	\$643.00
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GB Part #: 98311124 UPC #: 78401120001

4900	100 EA ROBROY IND	PRHCONDUIT-3/4	3/4 CONDUIT	\$746.00	100	\$746.00
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GB Part #: 88225178 UPC #: 78401120002

5000	100 EA ROBROY IND	PRHCONDUIT-1	1 CONDUIT	\$966.00	100	\$966.00
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GB Part #: 88225167 UPC #: 78401120003

5100	100 EA CONDUIT	1/2-EMT	1/2-STEEL THINWALL CONDUIT	\$49.00	100	\$49.00
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GB Part #: 88272937 UPC #: 98001002001

5200	100 EA CONDUIT	3/4-EMT	3/4-STEEL THINWALL CONDUIT	\$87.00	100	\$87.00
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GB Part #: 88272942 UPC #: 98001002002

5300	100 EA CONDUIT	1-EMT	1-STEEL THINWALL CONDUIT	\$148.00	100	\$148.00
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 WYOMING MI 49509
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Proposal

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GB Part #: 88272936 UPC #: 98001002003

5400	10 EA	COOPER CROUSE-HINDS	LB15 CGN	1/2 RGD LB COND BODY CVRAND GSKT AL	\$500.20	100	\$50.02
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GB Part #: 96015890 UPC #: 78456474369

5500	10 EA	COOPER CROUSE-HINDS	LB25 CGN	3/4 RGD LB COND BODY CVRAND GSKT AL	\$630.00	100	\$63.00
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GB Part #: 96015893 UPC #: 78456474370

5600	10 EA	COOPER CROUSE-HINDS	LB35 CGN	1 RGD LB COND BODY CVR AND GSKT AL	\$916.00	100	\$91.60
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GB Part #: 96015899 UPC #: 78456474371

5700	10 EA	COOPER CROUSE-HINDS	T15 CGN	1/2 RGD T COND BODY CVR AND GSKT AL	\$591.00	100	\$59.10
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GB Part #: 96015930 UPC #: 78456474389

5800	10 EA	COOPER CROUSE-HINDS	T25 CGN	3/4 RGD T COND BODY CVR AND GSKT AL	\$740.00	100	\$74.00
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GB Part #: 96015935 UPC #: 78456474390

5900	10 EA	COOPER CROUSE-HINDS	T35 CGN	1 RGD T COND BODY CVR AND GSKT AL	\$1,075.00	100	\$107.50
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GB Part #: 96015939 UPC #: 78456474391

6000	10 EA	COOPER CROUSE-HINDS	C15 CGN	1/2 RGD C COND BODY CVR AND GSKT AL	\$502.00	100	\$50.20
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GB Part #: 98317375 UPC #: 78456474449

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To: CITY OF WYOMING
 1155 - 28TH STREET SW
 WYOMING MI 49509
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Date: 06/11/2024
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 GB Quote #: 0246275002 Rev-2

Proposal

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6100	10 EA	COOPER CROUSE-HINDS	C25 CGN	3/4 RGD C COND BODY CVR AND GSKT AL	\$631.00	100	\$63.10
GB Part #: 97286205 UPC #: 78456474450							
6200	10 EA	COOPER CROUSE-HINDS	C35 CGN	1 RGD C COND BODY CVR AND GSKT AL	\$916.00	100	\$91.60
GB Part #: 97286206 UPC #: 78456474451							
6300	25 EA	MINERALLAC	MED30	1/2 1H EMT STRAP	\$25.00	100	\$6.25
GB Part #: 88173727 UPC #: 78461056130							
6400	25 EA	MINERALLAC	MED45	3/4 1H EMT STRAP	\$30.00	100	\$7.50
GB Part #: 88173732 UPC #: 78461056145							
6500	25 EA	MINERALLAC	MED55	1-IN 1H EMT STRAP	\$36.00	100	\$9.00
GB Part #: 88173737 UPC #: 78461056155							
6600	25 EA	COOPER CROUSE-HINDS	450S	1/2 EMT SS CONN	\$14.00	100	\$3.50
GB Part #: 88073670 UPC #: 78456410450							
6700	25 EA	COOPER CROUSE-HINDS	451	3/4 EMT SS CONN	\$23.00	100	\$5.75
GB Part #: 88073671 UPC #: 78456410451							
6800	25 EA	COOPER CROUSE-HINDS	452	1 EMT SS CONN	\$39.00	100	\$9.75
GB Part #: 88073672 UPC #: 78456410452							

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6900	100 EA	PVC COND	PVC-80-1/2	1/2 SCH80 COND 10FT	\$71.00	100	\$71.00
GB Part #: 88215737 UPC #: 98006006301							
7000	100 EA	PVC COND	PVC-80-3/4	3/4 SCH80 COND 10FT	\$96.00	100	\$96.00
GB Part #: 88215741 UPC #: 98006006302							
7100	100 EA	PVC COND	PVC-80-1	1 SCH80 COND 10FT	\$129.00	100	\$129.00
GB Part #: 88215738 UPC #: 98006006303							
7200	10 EA	PVC COND	COUP-1/2	1/2 SCH40 COUPLING	\$15.00	100	\$1.50
GB Part #: 88215632 UPC #: 98006006101							
7300	10 EA	PVC COND	COUP-3/4	3/4 SCH40 COUPLING	\$18.00	100	\$1.80
GB Part #: 88215637 UPC #: 98006006102							
7400	10 EA	PVC COND	COUP-1	1 SCH40 COUPLING	\$28.00	100	\$2.80
GB Part #: 88215633 UPC #: 98006006103							
7500	10 EA	PVC COND	ELL-90-1/2	SCH40 1/2IN 90DEG ELBOW	\$81.00	100	\$8.10
GB Part #: 88215668 UPC #: 98006006041							
7600	10 EA	PVC COND	ELL-90-3/4	SCH40 3/4IN 90DEG ELBOW	\$91.00	100	\$9.10
GB Part #: 88215673 UPC #: 98006006042							
7700	10 EA	PVC COND	ELL-90-1	SCH40 1IN 90DEG ELBOW	\$141.00	100	\$14.10
GB Part #: 88215669 UPC #: 98006006043							

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7800	25 EA	COOPER CROUSE-HINDS	460	1/2 STL S/SCR EMT CPLG	\$19.00	100	\$4.75
GB Part #: 88073680 UPC #: 78456410460							
7900	25 EA	COOPER CROUSE-HINDS	461	3/4 STL S/SCR EMT CPLG	\$29.00	100	\$7.25
GB Part #: 88073681 UPC #: 78456410461							
8000	25 EA	COOPER CROUSE-HINDS	462	1-IN STL S/SCR EMT CPLG	\$45.00	100	\$11.25
GB Part #: 88073682 UPC #: 78456410462							
8100	200 EA	MINERALLAC	0B	3/8-1/2 COND HGR W/BOLT	\$52.00	100	\$104.00
GB Part #: 88173289 UPC #: 78461012000							
8200	200 EA	MINERALLAC	1B	3/4 STL COND HGR W/BOLT	\$60.00	100	\$120.00
GB Part #: 88173294 UPC #: 78461012001							
8300	200 EA	MINERALLAC	2B	1-IN COND HGR W/BOLT	\$70.00	100	\$140.00
GB Part #: 88173400 UPC #: 78461012002							
8400	300 EA	UNISTRUT	P1000T 10PG	1.625 IN X 1.625 IN 12 GAGE SLOTTED	\$347.00	100	\$1,041.00
GB Part #: 89026423 UPC #: 78636401385							
8500	20 EA	UNISTRUT	P1036 EG	3 HOLE FLAT PLATE FITTING 1.625 IN	\$199.00	100	\$39.80
GB Part #: 89026505 UPC #: 78636410361							

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8600	20 EA	COOPER B-LINE SYS	B133ZN	4 HOLE TEE PLATE ZN PLTD	\$509.00	100	\$101.80
GB Part #: 88035077 UPC #: 78101160353							
8700	20 EA	COOPER B-LINE SYS	B202-2ZN	SQ/WASH 13/16IN HOLE 3/4IN BOLT ZN PLTD	\$139.00	100	\$27.80
GB Part #: 88035309 UPC #: 78101167107							
8800	20 EA	COOPER B-LINE SYS	B766-22	STRAIT STRT JOINER-1 5/8INX1 5/8IN CHNL	\$1,223.00	100	\$244.60
GB Part #: 88036841 UPC #: 78101167443							
8900	20 EA	UNISTRUT	P2785 EG	BEAM CLAMP 3 IN	\$179.00	100	\$35.80
GB Part #: 89026025 UPC #: 78636427850							
9000	100 EA	PANDUIT ELECTRICAL	ABM2S-A-C	CBL TIE MOUNT STICKY BACK	\$50.00	100	\$50.00
GB Part #: 88197083 UPC #: 07498358033							
9100	100 EA	PANDUIT ELECTRICAL	ABM4H-A-L	CBL TIE MOUNT	\$112.00	100	\$112.00
GB Part #: 88197090 UPC #: 07498358476							
9200	100 EA	PANDUIT ELECTRICAL	PLT1.5M-M	LOCKING TIE NTRL 5.6IN BULK PKG	\$50.00	1000	\$5.00
GB Part #: 88199542 UPC #: 07498354011							
9300	1,000 EA	PANDUIT ELECTRICAL	PLT1.5I-M	LOCKING TIE NTRL 5.6IN BULK PKG	\$50.00	1000	\$50.00
GB Part #: 88199531 UPC #: 07498354048							

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9400	100 EA	PANDUIT ELECTRICAL	PLT3S-C	LOCKING TIE NTRL 11.5IN	\$19.00	100	\$19.00
GB Part #: 88199673 UPC #: 07498354066							
9500	20 EA	3M CO.- ELECTRICAL	33+SUPER- 3/4X76FT	VINYL TAPE 3/4 X 76	\$6.47	1	\$129.40
GB Part #: 26355384 UPC #: 063806029035							
9600	20 EA	3M CO.- ELECTRICAL	35-RED- 3/4X66FT	VINYL COLOR CODING TAPE 3/4 X 66	\$6.04	1	\$120.80
GB Part #: 88175959 UPC #: 05400710810							
9700	1,000 EA	WIRE	THHN-14-STR- BLK-500S	THHN/THWN-2 19 STR 600V 90DEG CU	\$128.00	1000	\$128.00
GB Part #: 88284592 UPC #: 98010022800							
9800	1,000 EA	WIRE	THHN-12-STR- BLK-500S	THHN/THWN-2 19 STR 600V 90DEG CU	\$190.00	1000	\$190.00
GB Part #: 88284568 UPC #: 98010022900							
9900	1,000 EA	WIRE	THHN-10-STR- BLK-500S	THHN/THWN-2 19 STR 600V 90DEG CU	\$290.00	1000	\$290.00
GB Part #: 88284544 UPC #: 98010023000							
10000	1,000 EA	CORD & CABLE	MTW/AWM-14- GRN-500S	2/64 19ST	\$150.00	1000	\$150.00
GB Part #: 88301728 UPC #: 98013530825							
10100	500 EA	CORD & CABLE	MTW/AWM-12- BLK-500S	2/64 19ST	\$230.00	1000	\$115.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF WYOMING
 1155 - 28TH STREET SW
 WYOMING MI 49509
 Attn: Daniel Kleinheksel

Date: 06/11/2024
 Proj Name:
 GB Quote #: 0246275002 Rev-2

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GB Part #: 88301717 UPC #: 98013530900

10200	500 EA	CORD & CABLE MTW/AWM-10- BLK-500S	2/64 19ST	\$370.00	1000	\$185.00
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GB Part #: 88301707 UPC #: 98013531000

10300	1,000 EA	SUPERIOR ESSEX	6ANP4P24-S-RD- R-ESS-PV	6F-272-9A	\$475.00	1000	\$475.00
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GB Part #: 25108590 UPC #:

10400	1,000 EA	PRYSMIAN CABLES	2C18FS-CMP- NA-B-B-FG-GCC	E2202S.30.86	\$140.00	1000	\$140.00
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GB Part #: 97126465 UPC #: 07940783134

10500	1,000 EA	PRYSMIAN CABLES	2C18FS-CMP- NA-B-B-FG-GCC	E2202S.30.86	\$140.00	1000	\$140.00
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GB Part #: 97126465 UPC #: 07940783134

10600	250 EA	CORD & CABLE SJOOW-14-3- BLK-250R	PORT CD		\$530.00	1000	\$132.50
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GB Part #: 88302037 UPC #: 98013540340

10700	100 EA	PVC COND	PVC-1/2	1/2 SCH40 COND 10FT	\$46.50	100	\$46.50
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GB Part #: 88215680 UPC #: 98006006001

10800	100 EA	PVC COND	PVC-3/4	3/4 SCH40 COND 10FT	\$55.80	100	\$55.80
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GB Part #: 88215685 UPC #: 98006006002

10900	100 EA	PVC COND	PVC-1	1 SCH40 COND 10FT	\$82.00	100	\$82.00
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GB Part #: 88215681 UPC #: 98006006003

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To: CITY OF WYOMING
1155 - 28TH STREET SW
WYOMING MI 49509
Attn: Daniel Kleinhekset

Date: 06/11/2024
Proj Name:
GB Quote #: 0246275002 Rev-2

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

11000	100 EA PVC COND	PVC-1-1/4	1-1/4 SCH40 COND 10FT	\$118.00	100	\$118.00
GB Part #: 88215679 UPC #: 98006008004						
11100	100 EA PVC COND	PVC-1-1/2	1-1/2 SCH40 COND 10FT	\$136.00	100	\$136.00
GB Part #: 88215678 UPC #: 98006006005						
11200	100 EA PVC COND	PVC-2	2 SCH40 COND 10FT	\$170.00	100	\$170.00
GB Part #: 88215683 UPC #: 98006006006						
11300	100 EA PVC COND	PVC-3	3 SCH40 COND 10FT	\$320.00	100	\$320.00
GB Part #: 88215686 UPC #: 98006006008						

Total in USD (Tax not included): \$16,501.52

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To: CITY OF WYOMING
1155 - 28TH STREET SW
WYOMING MI 49509
Attn: Daniel Kleinheksel

Date: 06/11/2024
Proj Name:
GB Quote #: 0246275002 Rev-2

Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

Signed: _____

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To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

CITY OF WYOMING

CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

This Contract is made as of the Effective Date between the City and the Supplier.

City means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509.

Effective Date means: July 16, 2024.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Supplier's Bid/Proposal attached as Exhibit A.

Standard Terms means The Kendall Groups Terms and Conditions of Sale submitted as part of the Proposal.

Supplier means: The Kendall Group, Inc. d/b/a Kendall Electric Inc
(Name of supplying entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
1100 56th Street
(Supplier's street address)
Wyoming, MI 49509
(Supplier's city, state & zip)

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Supplier will supply the Items as detailed in the Proposal. It is noted pricing may change from time to time. Prices to be determined at time of purchase if purchased made after 30 days.
2. City will pay the Supplier in accordance with the Proposal.
3. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

City and Supplier have signed this Contract as of the Effective Date.

City of Wyoming


By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2024

Approved as to form:  _____

Supplier: The Kendall Group, Inc. d/b/a Kendall Electric Inc

By:  _____
(Signature of officer, director, or principal of Supplier)
Jason Hance
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: 7/8, 2024

**Exhibit A
Proposal**

BID/PROPOSAL FORM

Bid/Proposal for Electrical Supplies

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below:

1. Agrees that no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.
2. Submits its bid, made exclusively subject to and contingent upon proponent's Terms and Conditions of Sale attached hereto.

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

If yes, DUNS #:

06-584-9168

Are you, or the business owner related to an elected official or employee of the City?

If yes, list individuals' name(s) and relationship(s):

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:

YES

NO

Woman Owned Company?

Minority Owned Company?

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Kendall Electric Inc

THE KENDALL GROUP TERMS AND CONDITIONS OF SALE

1. AGREEMENT.

1.1. **General.** These terms and conditions of sale (the "Terms and Conditions") shall exclusively govern the provision of Products and Services by The Kendall Group, Inc., which does business as Kendall Electric, Kendall Lighting Center, Great Lakes Automation Supply, Galloup, Merlo Energy, Forberg Smith, and Forberg Smith Process Solutions ("Company") to the buyer named on Company's quote, acknowledgment or invoice or buyer's purchase order ("Customer"). Company and Customer are each a "Party" and collectively "Parties" under these Terms and Conditions. Company will provide certain goods, items or equipment ("Products") or professional, engineering, consulting, networking, maintenance or other services described on Company's proposal or statement of work (the "Services"), which Products and/or Services are ordered by Customer under a purchase order or otherwise (each, an "Order"). Company's acceptance of Customer's purchase order is subject to Customer's acceptance of these Terms and Conditions. Customer's order of any Products or Services, issuance of a purchase order, and/or Company's receipt of full or partial payment for Products or Services ordered from Company shall constitute Customer's unconditional acceptance of these Terms and Conditions. Company hereby expressly objects to and rejects any other terms and conditions as may be proposed on or referenced within an Order or any other transaction document supplied by Customer or within a Customer portal, electronic data interchange, or otherwise.

1.2. **Conflict and Amendment.** Each Order will be exclusively governed by these Terms and Conditions. If there is any conflict or inconsistency between these Terms and Conditions and any Order, these Terms and Conditions will control. No addition or modification to these Terms and Conditions shall be binding unless set forth in a separate written amendment to these Terms and Conditions, stating the Section(s) to be supplemented or modified, signed by an authorized representative of each Party. If Company and Customer conduct electronic transactions, whether by a portal, electronic data interchange, .xml, or otherwise, Customer agrees that (a) these Terms and Conditions are incorporated into and exclusively govern each and every such transaction; (b) any click-through terms and conditions or terms and conditions otherwise incorporated by reference in any Customer portal, electronic data interchange, or otherwise are hereby rejected by the Parties and shall have no effect; (c) Customer shall not contest any contract of sale resulting from an electronic transaction under the provisions of any law relating to whether agreements must be in writing or signed by the Party to be bound thereby; and (d) Customer shall not contest the admissibility of copies of electronic records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form.

2. TERM AND TERMINATION; CANCELLATION.

2.1. **Term for Each Order.** Each Order shall remain in effect until: (a) it is terminated or cancelled as provided in these Terms and Conditions; (b) it has expired on its own terms; or (c) the Order has been fulfilled.

2.2. **Termination for Cause.** Either Party may terminate any Order immediately upon written notice to the other Party if the other Party: (a) fails to perform any of its material obligations under these Terms and Conditions and fails to correct such failure within twenty (20) days after receipt of written notice; or (b) stops conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors or becomes the subject of any judicial or administrative proceeding in bankruptcy, receivership or reorganization and the proceeding is not dismissed within ninety (90) days after it begins. If Customer fails to pay any indebtedness Customer owes to Company, then Company may consider Customer's failure to be an anticipatory repudiation of any or all outstanding Orders, and Company may, without liability to Customer, terminate any or all of those outstanding Orders. In the event of termination by a Party under this Section 2.2, Customer shall pay Company for all Products shipped and Services performed through the date of termination. In the event of Company's termination of an Order under this Section 2.2, Customer shall also pay Company for any actual cancellation costs incurred by Company from its vendor or service provider resulting from such termination.

2.3. **Termination for Convenience.** Company reserves the right to cancel any Order prior to shipment for causes beyond the reasonable control of Company without liability to Customer for such cancellation. Except as set forth in Section 2.2 or as may be expressly provided in Company's proposal, Customer does not have any right to cancel its agreement to buy the Products or Services from Company. If, however, Company agrees in writing to permit cancellation, Customer shall pay Company for all Products shipped and Services performed through the date of termination plus any actual cancellation costs incurred by Company from its vendor or service provider resulting from such cancellation. Non-stock and custom Orders are not cancellable.

3. PRICE AND PAYMENT.

3.1. **Fees.** Customer will pay Company the amount set forth in the applicable invoice for the Products and Services. Written quotes and proposals are valid for thirty (30) days, unless otherwise stated on the Order. For Services, unless otherwise provided on the applicable proposal from Company, Customer will pay the fees on a time-and-material basis based on Company's then-current rates and charges for the Services. Any estimate provided by Company is not a guarantee and may be decreased or increased to reflect actual hours expended by Company.

3.2. **Expenses.** Customer will reimburse Company for all reasonable, pre-approved out-of-pocket expenses, including travel and lodging expenses, incurred by Company in connection with the performance of Services.

3.3. **Invoices.** Unless alternate terms are extended to Customer by Company's credit department, all invoices shall be paid within thirty (30) days of issuance. Customer expressly agrees no set-offs or back charges against invoices are permitted. If the invoice is not paid in full by the due date, Customer agrees to pay a late payment charge at the rate of one and one-half percent (1-1/2%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount. Company may apply any payment received to any delinquent amount outstanding.

3.4. **Taxes.** Company's rates and charges do not include any amounts for taxes. Customer will pay all applicable taxes levied by any tax authority based on the Services performed and Products purchased from Company, excluding any taxes based upon Company's income.

4. DELIVERY AND INSPECTION; ONSITE SERVICES

4.1. **Delivery and Risk of Loss.** Unless Company otherwise agrees in writing, Company shall deliver Products FCA (Incoterms 2020) Company's facilities, or the point of origin if the Products are shipped directly to Customer from a third-party. Risk of loss shall pass to Customer upon delivery of Products to the carrier. Title to Products shall pass upon delivery to Customer, provided, however, Company reserves and Customer grants to Company a security interest in the Products sold and the proceeds therefrom to secure full payment and performance by Customer of its obligations and liabilities to Company. While dates for shipment, delivery, or performance are estimates only, Company shall make commercially reasonable efforts to meet the dates set forth in the Order. In no event shall Company be liable to Customer for any liquidated or other damages resulting from delays.

4.2. **Onsite Services.** When onsite at Customer's premise, Company will use all reasonable efforts to comply with Customer's internal policies, procedures and rules provided to Company in writing, including, those relating to environmental protection, health, safety, work and security.

4.3. **Acceptance.** Claims for any nonconforming Products or Services must be made by Customer, in writing, within forty-eight (48) hours of delivery of Product to Customer or ten (10) days after the completion of the Services, after which time Customer will be deemed to have accepted such Products or Services. Customer's acceptance under this Section 4.3 shall not waive Customer's rights under any warranty for defective Products or Services set forth in Section 6.

5. **Product Safety and Permits.** Customer is solely responsible for verifying Products conform to Customer's plans and specifications and are fit for Customer's intended use. Customer shall comply with any applicable local, state, or national codes, rules, regulations, and laws for approved

Product installation and operation. Customer is responsible for obtaining any permits or licensing required for the installation and operation of Products and shall install and operate the Products properly and in accordance with the Products' operating instructions, if any. Customer shall not remove or change any safety device, warning or operating instructions placed on the Products.

6. WARRANTIES

6.1. **Products Manufactured by Company.** Company warrants that any Products manufactured by Company (as specified in Company's proposal) will be free from defects in material or workmanship under normal and intended use and service for a period of one year from the date of delivery. If a Product manufactured by Company proves to be defective within one year of delivery, then Company shall, at its option, (i) repair or replace the Product at Company's expense; (ii) permit Customer to repair the Product and reimburse Customer for its direct costs in correcting the defect; or (iii) credit to Customer the price that Customer paid to Company for the defective Product. Products shall not be considered defective to the extent they (a) conform with drawings or specifications provided by Customer; or (b) were damaged due to inappropriate storage, use, or installation by Customer. Company will not pay for Customer's labor costs or charges in correcting defects nor will Company accept any returned Products for credit unless Company has provided advance written authorization. Company shall have the option of requiring the return of the defective Products, transportation prepaid, and proof that the Products were not used, installed, or altered or subject to misuse or abuse to establish the claim. Returned Products are subject to freight, handling, and restocking charges. If Company determines that a Product is not defective, it may be returned to Customer at Customer's expense. This Section sets forth Customer's sole and exclusive remedy for any defect in the Products manufactured by Company. Customer will notify Company in writing of any breach of this warranty within one year after Product delivery.

6.2. **Services Performed by Company.** Company warrants that any Services performed by Company (as specified in Company's proposal) will be performed in a workmanlike manner. If a Service performed by Company proves to be defective (as defined below) within thirty (30) days after Company performs the Service, then Company shall, at its option, either re-perform the Service at Company's expense, or refund to Customer the price that Customer paid to Company for that part of the Service that was defective. A Service shall be considered "defective" if it is found by Company to have failed to meet the standards in Company's industry and if that failure materially impairs the value of the Service to Customer, except that if Customer furnished to Company specifications for the Service, then the Service shall not be considered defective to the extent it conforms to the specifications. This Section sets forth Customer's sole and exclusive remedy for any defect in Services provided by Company. Customer will notify Company in writing of any breach of this warranty within thirty (30) days after completion of the Services.

6.3. **Pass-Through Warranties.** Company does not design, manufacture, alter, modify, test, inspect, package or provide labeling, instructions, or warnings for the Products it distributes, nor does Company actually perform the Services it sells, unless otherwise specified in Company's proposal that Company is performing the Services or manufacturing the Products. To the extent transferrable, Company hereby assigns all rights it may have arising out of the warranties given to it by any manufacturer of Products or performer of Services purchased by Company and resold to Customer, and Customer will look solely to such warranty in the event of a claim or action relating to such Products or Services. Company will use all reasonable efforts to assist Customer in making any valid warranty claim to the manufacturer of any Products or performer of Services purchased by Customer from Company. Customer is solely responsible for determining the proper application and use of any Products as well as the actual installation and/or connection of any such Products.

6.4. **Disclaimer.** The only warranties applicable to any Products or Services provided under an Order are the warranties specified in this Section 6 and the warranties (if any) provided to Customer from the manufacturer of the Products and the performer of the Services resold to Customer by

Company, and assigned to Customer under this Section 6. EXCEPT AS TO THOSE WARRANTIES PROVIDED IN THIS SECTION 6, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE PRODUCTS AND SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS.

7. INDEMNIFICATION. Reserved.

8. **LIMITATIONS.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF CAPITAL, PRODUCT, PROFITS, USE, OR DATA. EACH PARTY AND COMPANY'S VENDORS' MAXIMUM AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER TO COMPANY FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. ANY ACTION BY EITHER PARTY MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY, OR OTHERWISE. THIS SECTION IS NOT INTENDED TO LIMIT OR EXCLUDE A PARTY'S LIABILITY FOR ANY MATTER WHICH LIABILITY CANNOT BE LIMITED OR EXCLUDED BY LAW. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS.

9. **CONFIDENTIALITY.** "Confidential Information" means and includes information regarding either Party's business, operations or activities that is not publicly available and that is: (a) first disclosed in written, electronic, photographic or other tangible form and conspicuously marked "Confidential" or "Proprietary" or the like; or (b) first disclosed in non-tangible form and orally identified as confidential or proprietary at the time of disclosure and is summarized in tangible form and conspicuously marked "Confidential" or "Proprietary" or the like within thirty (30) days of the disclosure. Each Party agrees that it will not use or disclose to any third-party any Confidential Information of the other Party for any reason, except to its employees and agents who require such knowledge to assist them in the performance of their obligations under an Order or these Terms and Conditions. Each Party will take all necessary action to ensure that its employees and agents comply with the confidentiality provisions of this Section 9. Each Party agrees to protect the Confidential Information of the other Party in the same manner it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care. Upon termination or expiration of any Order, each Party shall, upon request, return or destroy all Confidential Information of the other Party in its possession or control.

10. INTELLECTUAL PROPERTY

10.1. **Ownership by Customer.** All information supplied or otherwise made available by Customer to Company under these Terms and Conditions, including custom specifications provided by Customer ("Customer Materials") shall be and remain the sole property of Customer.

10.2. **Ownership by Company.** Except as it relates to any Customer Materials, all information, materials, concepts, designs, ideas, inventions, developments, trade secrets, and other work produced or advice given by Company, solely or jointly with others, relating to any deliverables provided under an Order shall belong solely to Company.

10.3. **Third-Party Licenses.** Customer's use of Products which contain or are comprised of source code, object code, software or firmware developed or provided by a third-party may be subject to a separate license agreement between Customer and such third-party or, in the absence of such, is subject to the terms of any license set forth in such third-party provider's terms and conditions.

10.4. **Company Licenses.** Software developed by Company for use within a Product is subject to the terms and conditions set forth herein. Customer is

granted a limited, revocable, non-exclusive, non-transferable license to use Company's Software only in object code form and solely in conjunction with Company-provided Products, with no rights to sublicense, disclose, transfer, disassemble, decompile, reverse engineer, or otherwise modify the Software.

10.5. **Data.** Customer hereby grants Company and its affiliates a non-exclusive, worldwide, royalty-free license to use, reproduce, transmit, display and store Customer data for the purposes of (a) providing the Products and Services set forth in the Order; and (b) maintaining, evaluating and improving the Product and Services. Customer agrees that Company may share Customer data with third-party providers who provide services to Company in connection with the Services, such as hosting websites, analyzing data, and other professional services.

11. MISCELLANEOUS.

11.1. **Independent Contractor.** Company is an independent contractor and nothing in these Terms and Conditions will be deemed to make Company an agent, employee or joint venturer of Customer.

11.2. **Government Contracts.** Application of any government contract regulations and clauses to an Order is contingent upon the separate review and express written consent by an authorized representative of Company. In absence of such consent, Company hereby objects to and rejects all such terms and conditions. Products sold hereunder are not intended to be used, nor should they be used, in any nuclear-related application.

11.3. **Insurance.** Company agrees to continue in force at its expense the following insurance coverages: Commercial General Liability- \$1,000,000 per occurrence, \$2,000,000 in aggregate; Products and Completed Operations - \$2,000,000; Worker's Compensation - in accordance with state statutory limits and Employer's Liability - \$1,000,000 per occurrence; Automobile Liability - \$1,000,000 per occurrence, combined single limit. The foregoing insurance requirements shall apply in lieu of any other insurance requirements, including any additional endorsements, set forth in Customer's request for proposal or other documents.

11.4. **Export.** Customer is responsible for complying with all applicable laws and regulations for any Products it exports.

11.5. **Force Majeure.** Neither Party will be liable to the other Party for any delay or failure to perform its obligations (excluding payment obligations, which may only be delayed but not excused entirely) if such delay or failure arises from any cause beyond the reasonable control of that Party.

11.6. **Recovery.** In the event of any legal proceeding between the parties relating to these Terms and Conditions or an Order, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

11.7. **Assignment.** The agreement evidenced hereby may not be assigned or delegated by Customer without the prior written consent of Company, which shall not be unreasonably withheld, conditioned or delayed.

11.8. **Waiver.** No provision of these Terms and Conditions will be deemed waived unless such waiver is in a separate writing and signed by an authorized representative of the Party providing the waiver. Any such waiver provided will not constitute a waiver of any different or subsequent breach.

11.9. **Severability.** If any provision of these Terms and Conditions is prohibited or unenforceable by applicable law, the provision will be ineffective only to the extent and for the duration of the prohibition or unenforceability, without invalidating any of the remaining provisions.

11.10. **Entire Agreement.** Subject to Section 1, the Order and these Terms and Conditions represent the entire agreement between Company and Customer with respect to any Products and Services sold to Customer by Company. All prior agreements, representations, statements, negotiations, and undertakings, whether oral or written, are hereby superseded.

11.11. **Governing Law.** The agreement evidenced hereby and all disputes arising thereunder will be governed by and interpreted in accordance with the laws of the State of Michigan, excluding the United Nations Convention on Contracts for the International Sale of Goods, without regard to conflict of laws principals. Any action by either Party must be brought within the state or federal courts in the State of Michigan. The parties consent to the exclusive jurisdiction of such courts and waive any objection that the court is an inconvenient forum.



A MEMBER OF THE KENDALL GROUP

KENDALL ELECTRIC
4525 44TH ST SE
GRAND RAPIDS MI 49512-4012
616-459-8327 Fax 616-940-2868

Sold To: 4713
WYOMING (CITY OF)
PO BOX 905
WYOMING, MI 49509-0905

Ship To: 16473
WYOMING (CITY OF) CLEAN WATER
2350 IVANREST AVE
WYOMING, MI 49418-3402

Quotation S114413008

Order Date: 06/19/24
Terms: Net Due 30 Days
Customer PO#
Release #
BLANKET BID
Ordered By: DAN
Phone: 616-261-3550

Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson		
EGDC	EGDC10	Out: No In: No	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS		
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOH	Ext Amount
			**GROUP I - CONDUIT NIPPLES			
100ea	52762	1/2 X 2 GALV NIPPLE..		06/18/	167.138/c	167.14
100ea	52764	1/2 X 3 GALV NIPPLE..		06/18/	195.163/c	195.16
100ea	52766	1/2 X 4 GALV NIPPLE..		06/18/	231.725/c	231.73
100ea	52833	3/4 X 2 GALV NIPPLE..		06/18/	187.950/c	187.95
100ea	52835	3/4" X 3" GALV NIPPLE..		06/18/	228.000/c	228.00
100ea	52838	3/4 X 4 GALV NIPPLE..		06/18/	270.088/c	270.09
50ea	52778	1 X 2 GALV NIPPLE..		06/18/	262.600/c	131.30
50ea	52780	1 X 3 GALV NIPPLE..		06/18/	318.088/c	159.04
50ea	52783	1 X 4 GALV NIPPLE..		06/18/	386.900/c	193.45
50ea	52785	1 X 5 GALV NIPPLE..		06/18/	438.650/c	219.33
			**GROUP II - LOCKNUTS			
100ea	2253807	L-100 APP 1/2 STEEL LOCKNUT..		06/18/	0.105/e	10.50
100ea	2324147	L-200 APP 3/4 STEEL LOCKNUT..		06/18/	0.115/e	11.50
100ea	2324148	L-300 APP 1-IN STEEL LOCKNUT..		06/18/	0.230/e	23.00



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KENDALL ELECTRIC
4525 44TH ST SE
GRAND RAPIDS MI 49512-4012
616-459-8327 Fax 616-940-2868

Sold To: 4713
WYOMING (CITY OF)
PO BOX 905
WYOMING, MI 49509-0905

Quotation S114413008

Order Date: 06/19/24
Terms: Net Due 30 Days
Customer PO#
Release #
BLANKET BID
Ordered By: DAN
Phone: 616-261-3550

Ship To: 16473
WYOMING (CITY OF) CLEAN WATER
2350 IVANREST AVE
WYOMING, MI 49418-3402

Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson		
EGDC	EGDC10	Out: No In: No	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS		
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOH	Ext Amount
			**GROUP III - INSULATING BUSHINGS			
100ea	2120915		PB-100-D APP 1/2 PLASTIC BUSH..	06/18/	0.053/e	5.30
100ea	2037390		PB-200-D APP 3/4 PLASTIC BUSH..	06/18/	0.075/e	7.50
100ea	2087088		PB-300-D APP 1-IN PLASTIC BUSH..	06/18/	0.134/e	13.40
			**GROUP IV - REDUCING BUSHINGS			
100ea	17421		RB75-50 APP 3/4 TO 1/2 REDUCING BUSH..	06/18/	0.849/e	84.90
100ea	17385		RB100-75 APP 1 TO 3/4 REDUCING BUSH..	06/18/	1.304/e	130.40
100ea	17387		RB125-100 APP 1-1/4 TO 1 REDUCING BUSH..	06/18/	2.778/e	277.80
100ea	17394		RB150-125 APP 1-1/2 TO 1-1/4 REDUCING BUSH..	06/18/	3.474/e	347.40
			**GROUP V - HANDI BOXES			
50ea	18076		4SSLD1/2 APP 4X2-1/2 DEEP HANDYBOX	06/18/	21.187/e	1,059.35
50ea	17987		*NO 18CU HANDY BOX W/ 3/4 KO'S 2540 APP BLANK HANDYBOX COVER	06/18/	0.590/e	29.50



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Order Date: 06/19/24	Release #
Terms: Net Due 30 Days	Customer PO#
BLANKET BID	Ordered By: DAN
Phone: 616-261-3550	

Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson		
EGDC	EGDC10	Out: No In: No	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS		
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
50ea	17983	2510 APP DUPLEX RCPT HANDYBOX COVER..	06/18/	0.558/e	27.90	
50ea	17989	2594 APP SWITCH HANDYBOX COVER	06/18/	0.504/e	25.20	
100ft	27036	**GROUP VI - LIQUID TITE	06/18/	92.688/c	92.69	
100ft	27039	1/2" EF-11 100' BOX GRAY SEALTITE #80111..	06/18/	120.813/c	120.81	
100ea	17616	3/4" EF-12 100' BOX GRAY SEALTITE #80122..	06/18/	2.798/e	279.80	
100ea	17619	**GROUP VII - LIQUID TITE FITTINGS	06/18/	3.983/e	398.30	
25ea	41860	ST50 APP 1/2 STEEL STRAIGHT ST CONN..	06/18/	2.225/e	55.63	
25ea	41871	ST75 APP 3/4 STEEL STRAIGHT ST CONN..	06/18/	3.100/e	77.50	
		**GROUP VIII - SWITCHES, RECEPTACLES, AND CORD CONNECTORS				
		CS120-2I LEV 20A/120-277V 1P SWITCH COMM GRADE IVORY				
		CS320-2W LEV 20A/120-277V 3WAY SWITCH COMM GRADE WHITE..				



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Phone: 616-261-3550	

Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson		
EGDC	EGDC10	Out: No In: No	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS		
Cust Ln #	Order Qty	ID #	Description	Req Date		
				Price / UOH		
				Ext Amount		
50ea		41849	CR15-I LEV 15A/125V DPLX RECEP COMM GRADE IVORY 5-15R	06/18/	1.388/e	69.40
50ea		42452	5362-I LEV 20A/125V 2P3W DPLX RECEP IVORY 5-20R	06/18/	4.650/e	232.50
20ea		25331	1447 WHD 15A 125V STD-DTY PLUG 1301410015	06/18/	6.425/e	128.50
20ea		25344	1547 WHD 15A 125V STD-DTY CONN 1301410031	06/18/	11.375/e	227.50
50ea		18048	**GROUP IX - J BOXES 4SEK APP 4X1-1/2 DEEP SQ BOX W/ ECCENTRIC KO'S	06/18/	1.053/e	52.65
50ea		18052	4SJ-EK APP 4-11/16 SQ BOX W/ECCENTRIC KO'S	06/18/	3.534/e	176.70
50ea		18037	401/2 APP 4X1-1/2 DEEP OCT BOX	06/18/	1.281/e	64.05
50ea		18038	403/4 APP 4X1-1/2 DEEP OCT BOX **GROUP X - COVERS	06/18/	2.064/e	103.20
20ea		18144	8465 APP 4SQ BLANK FLAT COVER	06/18/	0.495/e	9.90
20ea		18180	8487 APP 4-11/16 FLAT BLANK COVER	06/18/	0.939/e	18.78

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Ordered By:	DAN
Phone:	616-261-3550

Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson	
EGDC	EGDC10	Out: No In: No	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS	
Order Qty	ID #	Description	Req Date	Price / UOM	EXT Amount
20ea	18126	8403 APP 4-IN FLAT OCT COVER	06/18/	0.505/e	10.10
		**GROUP XI - CONDUIT			
100ft	24913	1/2 IMC CONDUIT..	06/18/	147.011/c	147.01
100ft	24918	3/4 IMC CONDUIT..	06/18/	173.128/c	173.13
100ft	24910	1 IMC CONDUIT..	06/18/	265.967/c	265.97
100ft	3578577	PV0510CT00 CALBOND 1/2" X 10' CONDUIT - PVC COATED W/COUPLING..	06/18/	498.864/c	498.86
100ft	3584135	PV0710CT00 CALBOND 3/4" X 10' CONDUIT - PVC COATED W/COUPLING..	06/18/	578.176/	578.18
100ft	2983034	PV1010CT00 CALBOND 1" X 10' CONDUIT - PVC COATED W/COUPLING..	06/18/	748.519/c	748.52
100ft	24850	1/2" EMT THINWALL CONDUIT..	06/18/	48.827/c	48.83
100ft	24855	3/4" EMT THINWALL CONDUIT..	06/18/	86.268/c	86.27
100ft	24847	1" EMT THINWALL CONDUIT..	06/18/	148.093/c	148.09
10ea	17237	LB50M APP 1/2 LB-UNILET 35MS..	06/18/	6.270/e	62.70
10ea	17242	LB75M APP 3/4 LB-UNILET 35MS..	06/18/	7.535/e	75.35
10ea	17213	LB100M APP 1-IN LB-UNILET 35MS..	06/18/	11.270/e	112.70



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Quotation S114413008

Order Date: 06/19/24	Customer PO#	Release #
Terms: Net Due 30 Days	BLANKET BID	
	Ordered By: DAN	
	Phone: 616-261-3550	

Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson	
EGDC	EGDC10	Out: NO In: NO	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS	
Cust Ln #	Order Qty	ID #	Description	Price / UOM	
				EXT Amount	
	10ea	17703	T50M APP 1/2 T-UNILET 35MS..	7.835/e	78.35
	10ea	17709	T75M APP 3/4 T-UNILET 35MS..	9.420/e	94.20
	10ea	16684	C50M APP 1/2 C-UNILET 35MS..	6.270/e	62.70
	10ea	16690	C75M APP 3/4 C-UNILET 35MS..	7.535/e	75.35
	10ea	16668	C100M APP 1-IN C-UNILET 35MS..	11.270/e	112.70
	25ea	46791	MED30 MINERALLAC 1/2EMT 1 HOLE JIFFY CLIP..	25.588/c	6.40
	25ea	46794	MED45 MINERALLAC 3/4EMT 1 HOLE JIFFY CLIP..	30.300/c	7.58
	25ea	46798	MED55 MINERALLAC 1" EMT 1 HOLE JIFFY CLIP..	36.775/c	9.19
	25ea	17835	4050S APP 1/2 EMT SS CONN..	0.164/e	4.10
	25ea	17837	4075S APP 3/4 EMT SS CONN..	0.261/e	6.53
	25ea	17839	4100S APP 1-IN EMT SS CONN..	0.444/e	11.10
	100ft	24563	1/2 PVC SCH 80 CONDUIT..	67.628/c	67.63
	100ft	24578	3/4 PVC SCH 80 CONDUIT..	92.296/c	92.30
	100ft	24565	1" PVC SCH 80 CONDUIT..	126.386/c	126.39

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2350 IVANREST AVE
WYOMING, MI 49418-3402

Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson		
EGDC	EGDC10	Out: No In: No	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS		
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOH	Ext Amount
10ea	24259	E940D (6141623)	CAR 1/2IN PVC COUPLING..	06/18/	16.800/c	1.68
10ea	24260	E940E (6141624)	CAR 3/4 FVC COUPLING..	06/18/	15.238/c	1.52
10ea	24261	E940F CAR (6141625)	1 FVC COUPLING..	06/18/	23.138/c	2.31
10ea	24606	UA9AD CAR (5133823)	1/2"ELB 90D SCHED 40..	06/18/	57.300/c	5.73
10ea	24607	UA9AE CAR (5133824)	3/4ELB 90D SCHED 40..	06/18/	66.113/c	6.61
10ea	2162213	UA9AFR-CTN CAR (5133825)	1 SCH 40 STD 90 ELBOW..	06/18/	100.150/c	10.02
25ea	17852	5050S APP 1/2	EMT SET SCREW CPLG..	06/18/	0.214/e	5.35
25ea	17853	5075S APP 3/4	EMT SET SCREW CPLG.17..	06/18/	0.323/e	8.08
25ea	17854	5100S APP 1-IN	EMT SET SCREW CPLG..	06/18/	0.501/e	12.53
200ea	46820	**GROUP XII -	MINERALLAC	06/18/	40.663/c	81.33
		OB MINERALLAC	1/2" RIGID/EMT HANGER W/BOLT..			

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Quotation S114413008

Order Date:	06/19/24
Terms:	Net Due 30 Days
Customer PO#	Release #
BLANKET BID	
Ordered By:	DAN
Phone:	616-261-3550

Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson		
EGDC	EGDC10	Out: NO In: NO	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS		
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOH	Ext Amount
200ea	200ea	46825	1B MINERALLAC 3/4 RIGID/EMT HANGER W/BOLT H75SWB..	06/18/	47.075/c	94.15
200ea	200ea	46849	2B MINERALLAC 1" RIGID & EMT PIPE HANGER W/BOLT H100SWB..	06/18/	55.000/c	110.00
300ft	300ft	2017573	**GROUP XIII - STRUT B22SH-120GLV B-LINE 10' CHANNEL, 1 5/8 X 1 5/8, 9/16 X 1-1/8 SLOT B22SHGALV10..	06/18/	291.259/c	873.78
20ea	20ea	2027019	B140ZN B-LINE 3H FLAT ANG PLATE..	06/18/	449.625/c	89.93
20ea	20ea	2023081	B133ZN B-LINE ZINC PLTD 4-HOLE TEE PLATE..	06/18/	669.675/c	133.94
20ea	20ea	23580	B202ZN B-LINE FITTING 1/2IN SQUARE WASHER SEE AB241-1/2..	06/18/	110.994/c	22.20
20ea	20ea	2988079	B766-22YZN B-LINE STRAIGHT STRUT JOINER, FOR 1 5/8-IN. X 1 5/8-IN. CHANNEL, YELLOW ZINC 78101198420	06/18/	3909.070/c	781.81
20ea	20ea	2015062	B441-22ZN B-LINE BEAM CLAMP 3/4-IN MAX FLANGE FOR 13/16-IN..	06/18/	609.050/c	121.81
100ea	100ea	48245	**MISC ITEMS ABM2SACB PAN CABLE TIE MOUNT BOXED	06/18/	42.005/c	42.01



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EGDC	EGDC10	Out: No In: No	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS		
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
100ea	100ea	48251	ABM4H-A-L PAN CABLE TIE MOUNT WLA 2"X2"SQ	06/18/	164.075/c	164.08
1000ea	1000ea	49492	PLT1.5M-M PAN CABLE TIE 5.6L (142MM) MINI NYLO	06/18/	46.494/m	46.49
1000ea	1000ea	49487	PLT1.5I-M PAN 5-5/8 IN CABLE TIE	06/18/	46.033/m	46.03
100ea	100ea	49594	PLT3SCB PAN 11-1/2 CABLE TIE BOXED	06/18/	16.974/c	16.97
20x1	20x1	27250	SUPER3+ -3/4X66FT MMM BLACK PLASTIC TAPE	06/18/	7.714/e	154.28
20x1	20x1	27334	35RED-3/4X66FT MMM 7000006094 RED CODING TAPE 10810	06/18/	6.038/e	120.76
1000ft	1000ft	61349	14 THHN STRD BLACK 500' SPOOL WIRE..	06/18/	124.847/m	124.85
1000ft	1000ft	61309	12 THHN STRD BLACK 500' SPOOL WIRE..	06/18/	184.494/m	184.49
1000ft	1000ft	61276	10 THHN STRD BLACK 500' SPOOL WIRE..	06/18/	282.165/m	282.17
1000ft	1000ft	60802	14 MTW STRD GREEN 500' SPOOL WIRE..	06/18/	190.529/m	190.53
500ft	500ft	60784	12 MTW STRD BLACK 500' SPOOL WIRE..	06/18/	262.906/m	131.45
500ft	500ft	60775	10 MTW STRD BLACK 500' SPOOL WIRE..	06/18/	407.424/m	203.71



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Warehouse	Ship Via	Freight Allowed	Account Manager	Inside Salesperson	
EGDC	EGDC10	Out: No In: No	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS	
Cust Ln #	ID #	Description	Req Date	Price / UOM	EXT Amount
	4616323	7151819 GEN CAT6A GS10 UTP CMP BLUE 1K/SP..	06/18/	581.250/m	581.25
	74294	293GY1000 WESTPENN 18/2 STRD SHIELD PVC JKT GRAY 1000' REEL, PVC STRD TWISTED GREY	06/18/	160.500/m	160.50
	2151891	CUT 293 WESTPENN 18/2 STRD SHIELD PVC JKT GRAY PVC STRD TWISTED GREY Cuts: 1 @ 250 ft	06/18/	160.500/m	40.13
	2214557	CUT 14/3 SJOOW (.365 OD) BLACK.. Cuts: 1 @ 250 ft **GROUP XVII - PVC CONDUIT	06/18/	604.166/m	151.04
	24560	1/2 PVC SCH 40 CONDUIT..	06/18/	44.220/c	44.22
	24575	3/4 PVC SCH 40 CONDUIT..	06/18/	53.121/c	53.12
	24552	1 PVC SCH 40 CONDUIT..	06/18/	77.522/c	77.52
	24557	1-1/4 PVC SCH 40 CONDUIT..	06/18/	111.633/c	111.63
	24554	1-1/2 PVC SCH 40 CONDUIT..	06/18/	129.436/c	129.44
	24566	2 PVC SCH 40 CONDUIT..	06/18/	161.436/c	161.44
	24572	3 PVC SCH 40 CONDUIT..	06/18/	309.062/c	309.06



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EGDC	EGDC10	Out: NO In: NO	JASON HANCE, 1331-EGRS	JASON HANCE, 1331-EGRS
Cust Ln #	Order Qty	ID #	Description	Req Date
			*** TAXES NOT INCLUDED ***	
				Price / UOM
				Ext Amount
Subtotal			15744.93	
S&H CHGS			TBD	
Sales Tax			TBD	
Amount Due			15744.93	

This quotation is an offer to sell you the goods or services described herein on the terms set forth above and on our standard Terms and Conditions of Sale, which are available at https://www.kendallgroup.com/Legal_Notices/ or by calling 800-632-5422. Your order of any goods or services identified in this quotation constitutes your acceptance of our standard Terms and Conditions of Sale. We object to any different or additional terms and reject any prior offers we received from you. Wire, conduit & pipe pricing valid for 06/19/2024 only. Open, special order or non-stock items may not be returnable. Prices expire on, and are subject to change after, 07/19/2024 unless otherwise stated on our quotation, cover page, or e-mail.

Delivery: State number of days required for deliveries from date of receipt of orders: 1 days.

Minimum order per delivery (no charge): \$ 0

Address of Location within 15 miles of the Clean Water Plant: 2350 Ivanrest Avenue, Wyoming, MI 49418:

1100 58th St SW Wyoming MI 49509

STREET ADDRESS

CITY

STATE

ZIP CODE

616-406-1555

kendallelectric.com

PHONE NUMBER

WEBSITE

Address of Location within 15 miles of the Drinking Water Plant; 16700 New Holland Street, Holland, MI 49424:

11581 Greenway Dr Holland MI 49424

STREET ADDRESS

CITY

STATE

ZIP CODE

616-396-4625

kendallelectric.com

PHONE NUMBER

WEBSITE

Kendall Electric Inc.

[Proponent's Complete Business Name]

The Kendall Group

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

Jay Davenport

[Printed name and title of person signing]

Jason Hance

Digitally signed by Jason Hance
Date: 2024.06.28 13:46:21
-04'00'

[2nd signature for proponent]

Jason Hance

[Printed name and title of 2nd person signing]

Date signed: 6/28/2024

4525 44th St SE

[Proponent's street address]

616-459-8327

[Proponent's business phone]

Grand Rapids MI 49512

[City]

[State]

[Zip]

Jay - 269-217-2470, Jason - 616-250-9506

[Cell phone number(s) of person(s) signing for proponent]

jay.davenport@kendallelectric.com, jason.hance@kendallelectric.com

[E-mail address(s) of person(s) signing for proponent]

Corporation

[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

CITY OF WYOMING

ELECTRICAL SUPPLIES

	Graybar Electric Company Inc			The Kendall Group	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
GROUP I - CONDUIT NIPPLES (inches)					
1/2" x 2"	100	\$ 160.00	30 Days	\$ 167.14	30 Days
1/2" x 3"	100	\$ 186.00	30 Days	\$ 195.16	30 Days
1/2" x 4"	100	\$ 221.00	30 Days	\$ 231.73	30 Days
3/4" x 2"	100	\$ 180.00	30 Days	\$ 187.95	30 Days
3/4" x 3"	100	\$ 218.00	30 Days	\$ 228.00	30 Days
3/4" x 4"	100	\$ 258.00	30 Days	\$ 270.09	30 Days
1" x 2"	50	\$ 125.50	30 Days	\$ 131.30	30 Days
1" x 3"	50	\$ 152.00	30 Days	\$ 159.04	30 Days
1" x 4"	50	\$ 185.00	30 Days	\$ 193.45	30 Days
1" x 5"	50	\$ 209.50	30 Days	\$ 219.33	30 Days
GROUP II - LOCKNUTS (APPLETON ONLY)					
1/2"	100	\$ 14.00	30 Days	\$ 10.50	30 Days
3/4"	100	\$ 18.00	30 Days	\$ 11.50	30 Days
1"	100	\$ 31.00	30 Days	\$ 23.00	30 Days
GROUP III - INSULATING BUSHINGS (APPLETON ONLY)					
1/2"	100	\$ 7.50	30 Days	\$ 5.30	30 Days
3/4"	100	\$ 10.00	30 Days	\$ 7.50	30 Days
1"	100	\$ 16.00	30 Days	\$ 13.50	30 Days
GROUP IV - REDUCING BUSHINGS (APPLETON ONLY) - RATED CLASS 1, DIVISION 1A, B, C, D					
3/4" to 1/2"	100	\$ 164.00	30 Days	\$ 84.90	30 Days
1" to 3/4"	100	\$ 185.00	30 Days	\$ 130.40	30 Days
1-1/4" to 1"	100	\$ 311.00	30 Days	\$ 277.80	30 Days
1-1/2" to 1-1/4"	100	\$ 535.00	30 Days	\$ 347.40	30 Days
GROUP V - HANDI BOX BOXES - DEEP (18 CUBIC INCHES) (APPLETON ONLY)					
1/2" Knock Out	50	\$ 483.50	30 Days	\$ 1,059.35	30 Days
3/4" Knock Out	50	\$ 530.00	30 Days		30 Days
Cover Blank	50	\$ 195.50	30 Days	\$ 29.50	30 Days
Covers Du-plex	50	\$ 195.50	30 Days	\$ 27.90	30 Days
Cover Switch	50	\$ 195.50	30 Days	\$ 25.20	30 Days
GROUP VI - LIQUID TITE FLEX CONDUIT - METAL (EF OR VA)					
1/2"	100	\$ 130.00	30 Days	\$ 92.69	30 Days
3/4"	100	\$ 176.00	30 Days	\$ 120.81	30 Days
GROUP VII - LIQUID TITE FITTINGS (APPLETON ONLY)					

	Graybar Electric Company Inc			The Kendall Group	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
1/2" Straight	100	\$ 152.00	30 Days	\$ 279.80	30 Days
3/4" Straight	100	\$ 218.00	30 Days	\$ 398.30	30 Days
GROUP VIII - SWITCHES RECEPTACLES AND CORD CONNECTORS - (LEVITON, PASS OR SEYMORE)					
Single Pole 1121-2I	25	\$ 69.00	30 Days	\$ 55.63	30 Days
3-Way 1123-2	25	\$ 84.00	30 Days	\$ 77.50	30 Days
Duplex Recep. R15-I	50	\$ 66.00	30 Days	\$ 69.40	30 Days
Duplex Re-cep-tacle 5362I	50	\$ 198.00	30 Days	\$ 232.50	30 Days
1447 Woodhead Male Cord End	20	\$ 216.80	30 Days	\$ 128.50	30 Days
1547 Woodhead Female Cord End	20	\$ 382.20	30 Days	\$ 227.50	30 Days

	Graybar Electric Company Inc			The Kendall Group	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
GROUP IX - J BOXES					
4" square	50	\$ 70.50	30 Days	\$ 52.65	30 Days
4-11/15" square	50	\$ 122.00	30 Days	\$ 176.70	30 Days
4 " octagon	50	\$ 45.00	30 Days	\$ 64.05	30 Days
3/4" KNOCK OUT SIZE					
4" square	50	\$ 47.50	30 Days	\$ 9.90	30 Days
4-11/16" square	50	\$ 200.00	30 Days	\$ 18.78	30 Days
4" octagon	50	\$ 87.50	30 Days	\$ 10.10	30 Days
GROUP X - COVERS					
4" square	20	\$ 7.80	30 Days		30 Days
4-11/16" square	20	\$ 11.40	30 Days		30 Days
4 " octagon	20	\$ 10.00	30 Days		30 Days
GROUP XI - CONDUIT					
1/2"	100	\$ 130.00	1 Week	\$ 147.01	30 Days
3/4"	100	\$ 154.00	1 Week	\$ 173.13	30 Days
1"	100	\$ 235.00	1 Week	\$ 265.97	30 Days
PVC COATED RIGID STEEL:					
1/2"	100	\$ 643.00	1 Week	\$ 498.86	30 Days
3/4"	100	\$ 746.00	1 Week	\$ 578.18	30 Days
1"	100	\$ 966.00	1 Week	\$ 748.52	30 Days
EMT					
1/2"	100	\$ 49.00	1 Week	\$ 48.83	30 Days
3/4"	100	\$ 87.00	1 Week	\$ 86.27	30 Days
1"	100	\$ 148.00	1 Week	\$ 148.09	30 Days
LB (APPLETON):					
1/2"	10	\$ 50.20	30 Days	\$ 62.70	30 Days
3/4"	10	\$ 63.00	30 Days	\$ 75.35	30 Days
1"	10	\$ 91.60	30 Days	\$ 112.70	30 Days
"T" LB (APPLETON):					
1/2"	10	\$ 59.10	30 Days	\$ 78.35	30 Days
3/4"	10	\$ 74.00	30 Days	\$ 94.20	30 Days
1"	10	\$ 107.50	30 Days		30 Days
"C" CONDULET (APP-LET-ON):					
1/2"	10	\$ 50.20	30 Days	\$ 62.70	30 Days
3/4"	10	\$ 63.10	30 Days	\$ 75.35	30 Days
1"	10	\$ 91.60	30 Days	\$ 112.70	30 Days
1 HOLE STRAP					
1/2"	25	\$ 6.25	30 Days	\$ 6.40	30 Days
3/4"	25	\$ 7.50	30 Days	\$ 7.58	30 Days
1"	25	\$ 9.00	30 Days	\$ 9.19	30 Days
EMT CONNECTORS (ST-EEL)					
1/2"	25	\$ 3.50	30 Days	\$ 4.10	30 Days

	Graybar Electric Company Inc			The Kendall Group	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
3/4"	25	\$ 5.75	30 Days	\$ 6.53	30 Days
1"	25	\$ 9.75	30 Days	\$ 11.10	30 Days
CONDUIT NONMETAL-LIC RIGID					
1/2" Conduit	100	\$ 71.00	30 Days	\$ 67.63	30 Days
3/4" Conduit	100	\$ 96.00	30 Days	\$ 92.30	30 Days
1" Conduit	100	\$ 129.00	30 Days	\$ 126.39	30 Days
1/2" Coupling	10	\$ 1.50	30 Days	\$ 1.68	30 Days
3/4" Coupling	10	\$ 1.80	30 Days	\$ 1.52	30 Days
1" Coupling	10	\$ 2.80	30 Days	\$ 2.31	30 Days

	Graybar Electric Company Inc			The Kendall Group	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
1/2" 90° Elbow	10	\$ 8.10	30 Days	\$ 5.73	30 Days
3/4" 90° Elbow	10	\$ 9.10	30 Days	\$ 6.61	30 Days
1" 90° Elbow	10	\$ 14.10	30 Days	\$ 10.02	30 Days
EMT COUPLING (STEEL):					
1/2"	100	\$ 4.75	30 Days	\$ 5.35	30 Days
3/4"	100	\$ 7.25	30 Days	\$ 8.08	30 Days
1"	100	\$ 11.25	30 Days	\$ 12.53	30 Days
GROUP XII - MINERLAC (NO SUBSTITUTIONS)					
0 - Size	200	\$ 104.00	30 Days	\$ 81.33	30 Days
1 - Size	200	\$ 120.00	30 Days	\$ 94.15	30 Days
2 - Size	200	\$ 140.00	30 Days	\$ 110.00	30 Days
GROUP XIII - STRUT (B-LINE PART NUMBERS FOR REFERENCE ONLY) - GALVANIZED (PLATED)					
1-5/8" B22SH	300	\$ 1,041.00	Weekly Review	\$ 873.78	30 Days
1-5/8" B140	20	\$ 39.80	Weekly Review	\$ 89.93	30 Days
1-5/8" B133	20	\$ 101.80	Weekly Review	\$ 133.94	30 Days
1-5/8" B202	20	\$ 27.80	Weekly Review	\$ 22.20	30 Days
1-5/8" B7-6622	20	\$ 244.60	Weekly Review	\$ 781.81	30 Days
1-5/8" B4-4122	20	\$ 35.80	Weekly Review	\$ 121.81	30 Days
GROUP XIV - MISCELLANEOUS ITEMS (PANDUIT, SCOTCH, 3M, ADVANCE)					
Small Sticky Pads ABM2S-A-C	100	\$ 5.00	30 Days	\$ 42.01	30 Days
Large Sticky Pads ABM4H-A-L	100	\$ 112.00	30 Days	\$ 164.08	30 Days
Small Wire Ties PLT1-5M-M	100	\$ 50.00	30 Days	\$ 46.49	30 Days
Medium Wire Ties PLT1-5I-M	100	\$ 50.00	30 Days	\$ 46.03	30 Days
Large Wire Ties PLT-3S-CB	100	\$ 19.00	30 Days	\$ 16.97	30 Days
#33 Black Tape	20	\$ 129.40	30 Days	\$ 154.28	30 Days
#35 Red Tape	20	\$ 120.80	30 Days	\$ 120.76	30 Days
#14 AWG Black THHN Wire	1000	\$ 128.00	Weekly Review	\$ 124.85	30 Days
#12 AWG Black THHN Wire	1000	\$ 190.00	Weekly Review	\$ 184.49	30 Days
#10 AWG Black THHN Wire	1000	\$ 290.00	Weekly Review	\$ 282.17	30 Days
#14 AWG Green MTW Wire	1000	\$ 150.00	Weekly Review	\$ 190.53	30 Days
#12 AWG Black MTW Wire	500	\$ 115.00	Weekly Review	\$ 131.45	30 Days
#10 AWG Black MTW Wire	500	\$ 185.00	Weekly Review	\$ 203.71	30 Days
4-pair CAT-6 #24 AWG	1000	\$ 475.00	Weekly Review	\$ 581.25	30 Days
2 Conductor #18 AWG Shielded Wire	1000	\$ 140.00	Weekly Review	\$ 160.50	30 Days
2 Conductor #18 AWG Shielded Wire	250	\$ 140.00	Weekly Review	\$ 40.13	30 Days
#14/3 SJ Cord	250	\$ 132.50	Weekly Review	\$ 151.04	30 Days
GROUP XV - PVC CONDUIT					
Conduit, PVC Sch 40, 1/2"	100	\$ 46.50	1 Week	\$ 44.22	30 Days
Conduit, PVC Sch 40, 3/4"	100	\$ 55.80	1 Week	\$ 53.12	30 Days
Conduit, PVC Sch 40, 1"	100	\$ 82.00	1 Week	\$ 77.52	30 Days
Conduit, PVC Sch 40, 1-1/4"	100	\$ 118.00	1 Week	\$ 111.63	30 Days

	Graybar Electric Company Inc			The Kendall Group	
	QTY. EACH	TOTAL	LENGTH OF HOLD	TOTAL	LENGTH OF HOLD
Conduit, PVC Sch 40, 1-1/2"	100	\$ 136.00	1 Week	\$ 129.44	30 Days
Conduit, PVC Sch 40, 2"	100	\$ 170.00	1 Week	\$ 161.44	30 Days
Conduit, PVC Sch 40, 3"	100	\$ 320.00	1 Week	\$ 309.06	30 Days

STAFF REPORT

Date: June 27, 2024
Subject: Fire Turnout Gear
From: Dennis Van Tassell, Fire Chief
CC: Kim Koster, Public Safety Chief
Kip Snyder, Deputy Public Safety Chief
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended City Council authorize the bid for the firefighter turnout gear from Municipal Emergency Services (MES) in the amount of \$3,130.00 per set.

ALIGNMENT WITH STRATEGIC PLAN:

Purpose

The purpose of this staff report is to recommend that council authorize the use of MES for the for the purchase of fire turnout gear.

Alignment with Strategic Plan

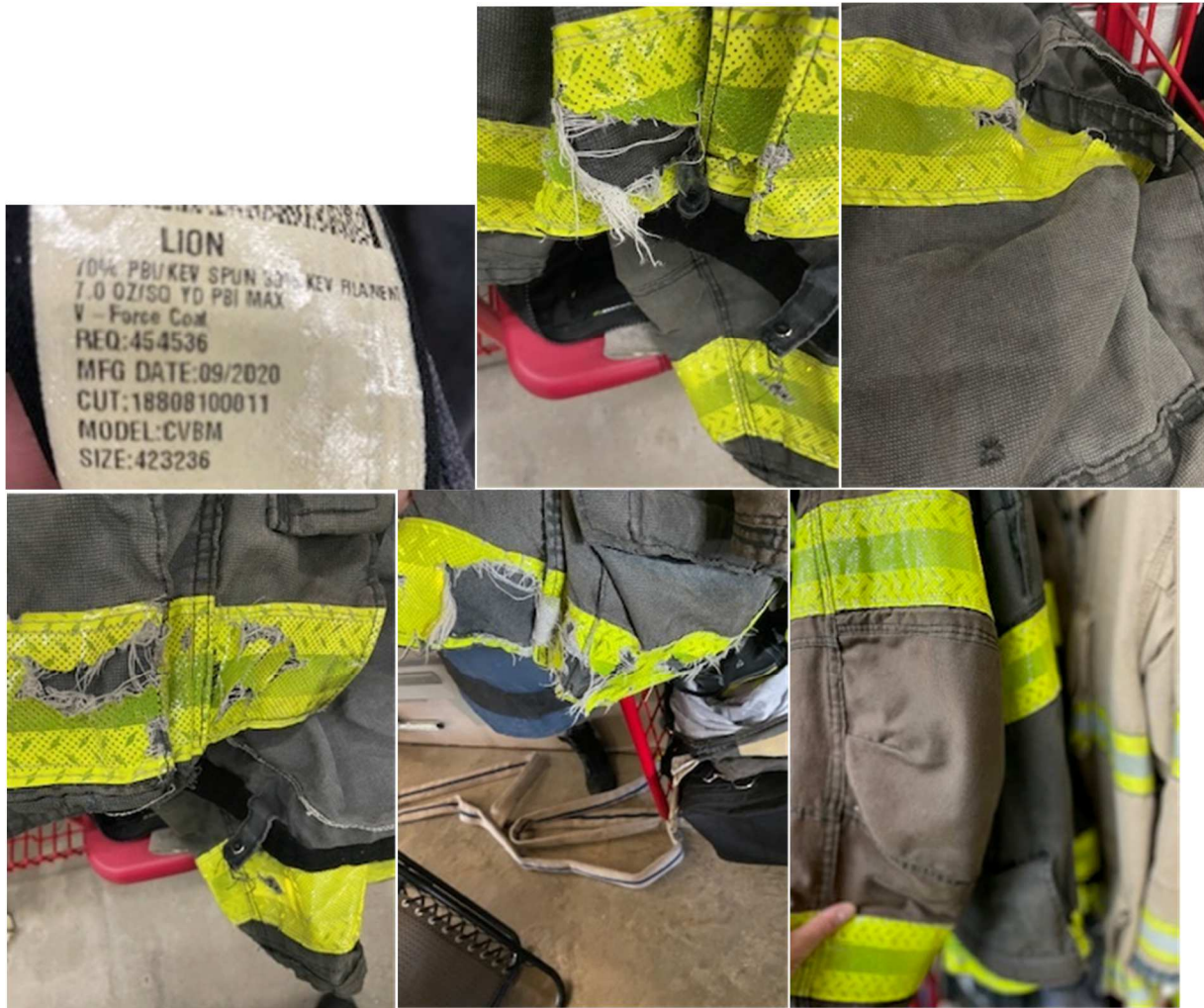
- PILLAR 2 – SAFETY
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

On Tuesday June 10, 2024, the City received three bids for firefighter turnout gear. Forty-two registered bidders received invitations to bid, and fifteen bids were downloaded by prospective bidders.

Three criteria were used to evaluate the product offered on the bids that were submitted. These criteria included cost, quality of the product (i.e., level of protection, durability, comfort, etc.), and projected product turnaround time. Two of the bids were for the same product (Lion Super Deluxe). The third bid was from MES. MES provides Morning Pride safety turnout gear equipment used for structural firefighting, vehicle accident scenes, and other various emergency operations. The equipment provided by MES complies with NFPA and MIOSHA Part 74 safety standards. Turnout gear is typically purchased as a pair after a person is sized properly. The purchase of turnout gear is necessary to allow the continual replacement of expired equipment and for the timely purchase of turnout gear for new firefighters.

For the last four years, the fire department has utilized Phoenix Safety Outfitters who provides us with Lion V-force Turnout Gear. This equipment has a 10-year life cycle before it expires and must be taken out of service. Unfortunately, some of the Lion gear that we have in circulation is falling apart after only four years (see photos below). This has required the gear to be taken out of service and to be sent in for necessary safety repairs. In addition, Phoenix Safety Outfitters has consistently required a minimum of twenty-six weeks production time. Therefore, it is requested that council authorize the second lowest bid in order to ensure a higher-quality product and quicker delivery at a similar cost.



TABULATION:

Bidder	Price Per Structural Firefighting Coat	Price Per Structural Firefighting Pant	Total Per Set
Dinges Fire Company	\$2,086.80	\$1,337.40	\$3,424.20
Municipal Emergency Services	\$1,820.00	\$1,310.00	\$3,130.00
Phoenix Safety Outfitters	\$1,751.51	\$1,068.16	\$2,819.67

BUDGET IMPACT

The department will utilize funds from account 205-336-33900-744.001. It is anticipated that the department will purchase fifteen sets of gear in FY 2025. The difference in price between the highest and second highest bid will be approximately \$4,654.95.

Note: The fire department has applied for and is waiting to hear back on a 150k grant that would pay for one new set of turnout gear for every firefighter on the department.

ATTACHMENTS

Contract

CITY OF
WYOMING

**FIRE FIGHTER TURNOUT GEAR
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN**

This Contract is made as of the Effective Date between the City and the Supplier.

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509.

"Contractor" means: Municipal Emergency Services, Inc.

(Name of supplying entity)
A Corporation formed in Nevada
(State and type of entity, e.g., corporation, limited liability company, etc.)
12 Turnberry Ln 2nd Floor
(Supplier's street address)
Sandy Hook CT 06482
(Supplier's city, state & zip)

Effective Date means: _____, 202__.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

Contractor: Municipal Emergency Services, Inc.

By: _____
Kent Vanderwood, Mayor

By: *Terrance Eling*
(Signature officer, director, or principal of Contractor)

(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 6/6, 2024

Date signed: _____, 20__

Approved as to form:

STAFF REPORT

Date: June 27, 2024
Subject: Headworks Project Design
From: Jon Burke, CWP Superintendent
CC: Myron Erickson, Director of Public Works
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended that the City accept the proposal from Donohue & Associates, Inc. for the work outlined in the attached proposal at a cost of \$ 249,325.00. It is also recommended that the City include \$22,560.00 for the value-added services listed in the proposal and a \$15,000.00 contingency for unforeseen work that may come up during the design of the project, bringing the total to \$286,885.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The bar screen and grit removal equipment in the headworks building catches and removes unwanted solid objects in the influent, protecting pumps, valves, and other downstream equipment at the Clean Water Plant. In 2021, the City contracted with Donohue & Associates to perform a study on the 24-year old headworks equipment. The purposes of the study were to consider refurbishment or replacement of the two existing bar screens, the addition of a third screen to an unused emergency flow channel, and the addition of washing/compacting equipment. The final report was received by the City in February 2022.

Although this equipment is ready to be refurbished or replaced now based on its age and performance, there are additional factors that have increased the need to start the design phase of this project now. For example, it is imperative that these headworks improvements are made before any future anaerobic digester and/or sludge drying equipment is added at the Clean Water Plant, and improved screening will also help alleviate existing problems with the dewatering process at the Grand Valley Regional Biosolids Authority centrifuge facility.

A request for proposals was sent out in May for the engineering, design, and construction of the project. A pre-bid meeting was held at the plant on June 5th and was well attended by seven

local engineering firms. Four bids were received and opened by the City Clerk on June 25th and ranged from \$249,325 to \$299,811.

The lowest bid was supplied by Donohue & Associates, an engineering firm of excellent reputation and one that has worked extensively at our plant in the recent past.

TABULATION:

	Bid	Optional work not included in original scope
Donohue & Associates	\$249,325.00	\$22,560
SEH	\$264,131.00	
Fishbeck	\$283,000.00	
Moore + Bruggink	\$299,811.00	

BUDGET IMPACT:

This phase of the project was anticipated and included in the FY25 annual budget capital outlay account 590-536-54400-986.444.



CITY OF
WYOMING

Proposal for Engineering, Design, and Project Oversight Services for Clean Water Plant Headworks Improvements

City of Wyoming, Michigan

June 25, 2024

 **DONOHUE**

3949 Sparks Drive SE, Suite 105
Grand Rapids, MI 49546
616-201-2810 | donohue-associates.com

Cost of Services

Donohue proposes to complete the proposed scope of work for a not-to-exceed cost of \$249,325. The breakdown by task is as follows:

Labor Fee Summary by Phase

Project Roles	PM	Process	Process	Civil	Structural	Mechanical	Electrical	I&C	QC	RPR
Hourly Labor Charge-Out Rates	Bates	\$205	\$190	\$155	\$135	\$155	\$205	\$225	\$205	\$155
Project Management		\$9,225	\$1,140	\$930	\$135	\$155	\$205	\$225	\$205	\$155
Equipment Evaluation		\$3,485	\$2,470	\$10,230	\$0	\$310	\$900	\$900	\$410	\$0
Detailed Design Services		\$2,460	\$3,420	\$12,710	\$3,375	\$2,790	\$7,875	\$7,425	\$7,380	\$0
Bidding and Contract Document Phase		\$5,330	\$6,650	\$15,035	\$2,835	\$5,115	\$9,450	\$9,450	\$3,690	\$620
Construction Phase Services		\$8,200	\$5,510	\$9,920	\$270	\$2,170	\$8,550	\$6,750	\$0	\$55,180
Totals		\$28,700	\$19,190	\$48,825	\$6,615	\$10,540	\$28,800	\$24,750	\$12,095	\$55,800

Total Labor Hours and Fee Summary

Labor Hours	Labor Fee	Expenses	Total Fee
73	\$14,655	\$300	\$14,955
108	\$18,705	\$1,400	\$20,105
271	\$49,275	\$200	\$49,475
341	\$62,890	\$700	\$63,590
583	\$98,600	\$2,600	\$101,200
1376	\$244,125	\$5,200	\$249,325

The fee has been established based on the following basis:

1. The scope of work is as detailed in the City's Request for Proposals entitled "Engineering, Design, and Project Oversight Services for Clean Water Plant Headworks Improvements."
2. The contract will use the mutually agreed-upon terms and conditions used on previous Wyoming projects.
3. Workshops will be held in person with a virtual option for invitees who are not able to attend in person.
4. All intermediate deliverables will be in electronic PDF format. Bidding documents will be provided in PDF and printed format.

Value Added Services

During development of this proposal, Donohue identified several items that the City may wish to add to the final agreed-upon scope of work. We believe these items add value to the City and the project, but they were not included in the base price so that our base scope and fee remain aligned with the official Request for Bids/Proposals. Additional details on each of these items are included in the Value Added Services section of the Understanding, Approach, Objectives, and Goals of the proposal. The breakdown of these items is as follows:

- Washer-Compactor Evaluation: \$5,300
- NFPA 820 Evaluation: \$3,650
- Preparation of Conformed-to-Contract Drawings: \$4,110
- Preparation of Record Drawings: \$9,500

CITY OF
WYOMING

ENGINEERING, DESIGN, AND PROJECT OVERSIGHT SERVICES FOR Clean Water Plant Headworks Improvements PROJECT
PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: Donohue & Associates, Inc.
[Name of contracting entity]
A S-Corporation, formed in Wisconsin, licensed to do business in Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
3949 Sparks Drive SE, Suite 105
[Professional's street address]
Grand Rapids, MI 49546
[Professional's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Deliverables means the work products of Contractor's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: July 16, 2024.

Proposal means Contractor's proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Services or Work means the services described and specified in the Proposal.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will perform the Services and provide the deliverables as detailed in the RFP and Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Contractor represents and warrants, Contractor is complying with and will comply with the Standard Terms.
4. If the Services include preparation of bid documents, Contractor must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Contractor. Any bid documents Contractor provides must show that Contractor or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.
5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By: Kent Vanderwood, Mayor

By: Kelli A. VandenBerg, City Clerk

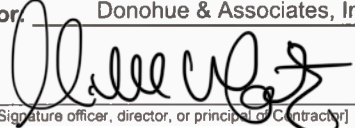
Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

Contractor: Donohue & Associates, Inc.

By: 
[Signature officer, director, or principal of Contractor]
Michael W. Gerbitz, Senior Vice President

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: Jun 30, 2024

PART IV - STANDARD TERMS AND CONDITIONS CITY OF WYOMING, MICHIGAN

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days' written notice to the other party. Owner shall pay Donohue for all Services based on Donohue's standard hourly rates and pay for expenses incurred in accordance with Donohue's standard practice for billing for expenses. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving 7 days' written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance under this Agreement if the defaulting party commences to cure such default within the 7-day notice period and completes such cure within a reasonable period of time.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Workers' Disability Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue will provide Owner with copies of certificates of insurance and policies of insurance upon request. For projects involving construction, Owner will contractually require contractor to obtain and maintain builder's risk and other insurance relating to the project as is customarily provided by contractors on similar projects which insurance shall name Owner and Donohue as insureds or additional insureds and certificate holders. Donohue's coverage provided in the first sentence of this paragraph shall be excess over the contractor's primary coverage.

INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments

are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

12. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee, or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by law, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

13. NONDISCRIMINATION AND RESPECT. Owner is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all its programs, benefits, and actions, including Owner professional service contracts. Accordingly:

A. Donohue in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Donohue will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, and all rules, regulations and orders issued pursuant to those statutes.

C. If Donohue engages others on Owner's behalf, Donohue will (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Donohue will use language assistance services in communications.

D. Donohue will include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this section is a material breach of contract that can result in (i) withholding payments to Donohue, (ii) termination, or suspension of this Agreement, in whole or in part, and (iii) Donohue's ineligibility for future Owner contracts.

14. ETHICAL STANDARDS. Donohue and its personnel have not engaged in and will refrain from: (i) attempting or appearing to influence Owner's elected or appointed officers or employees by a direct or indirect offer of anything of value; or (ii) paying or agreeing to pay a person, other than Donohue personnel, any consideration contingent upon award of this Agreement. To the best of Donohue's knowledge, none of Donohue's personnel is a spouse, parent, child, grandchild, or sibling of Owner's mayor, a city council member, or other Owner officer or board/commission member except as already disclosed in writing to Owner. Donohue will promptly inform Owner of any change in this circumstance.

15. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. Upon payment to Donohue as provided by this Agreement, all documents and other deliverables, whether in paper or electronic form, prepared by Donohue in connection services provided pursuant to this Agreement shall be the property of Owner. Owner shall hold Donohue and Donohue's principals, directors, officers, and employees harmless from, indemnify them for and defend them against any demands, claims, lawsuits, investigations, administrative proceedings, judgments, or awards arising from (i) any modification of those documents or deliverables by Owner or Owner's officers, employees or agents, without Donohue's prior written consent or (ii) any use of such documents and deliverables for any project other than the project that is the subject of this Agreement.

16. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

17. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

18. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

19. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement

cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

21. STATUTE OF LIMITATION. The statute of limitations applicable to any cause of action under this Agreement shall be the statute of limitations in effect in the state of Michigan for such cause of action without applying any conflict of laws or provisions.

22. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

23. CONTROLLING LAW. This Agreement is governed by the laws of Michigan.

24. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

25. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

26. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

27. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Rev. August 2023

STAFF REPORT

Date: July 2, 2024
Subject: Wyoming Fire Stations at Burton and Division Lot Resurfacing – Award of Bid
From: Ross VanderLugt, Public Services Supervisor
CC: Myron Erickson, Director of Public Works
Meeting Date: July 15, 2024

RECOMMENDATION:

It is recommended that the City Council award the bid for Lot Resurfacing at Wyoming's Fire Stations at Burton and Division to Bob's Asphalt Paving, Inc. in the amount of \$122,900.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 - Stewardship
 - GOAL 2 – *Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Wyoming Fire Stations at Burton and Division have parking lots and drives that are well beyond their useful life and need resurfacing. The lot resurfacing bid includes milling and resurfacing the asphalt parking lots and drives at both sites.

The work stated was competitively bid with specifications and soil boring results made publicly available on the City's website. On July 2, 2024, seven (7) bids for the resurfacing work were opened by the City Clerk's office. Bob's Asphalt Paving, Inc. provided the lowest bid at \$122,900.00 and appears to meet all the required specifications. Results are shown on the attached tabulation sheet.

BUDGET IMPACT:

Sufficient funds have been budgeted and are available in the Public Safety Fund, Fire, Buildings, Capital Outlay Account: 205-336-33800-975.000.

Attachments:

Tabulation of Bids
Contract

CITY OF WYOMING

TABULATION OF BIDS

Wyoming Fire Stations- Burton and Division Lot Resurfacing - BID # 2203

OPENED BY THE CITY CLERK ON JULY 2, 2024 AT 11:00 A.M. O'CLOCK

Bid Item	Bob's Asphalt Paving, Inc.	Michigan Paving & Materials Co.	Superior Asphalt, Inc.	TBD Construction Services, Inc. DBA All Around Asphalt and Seal Coat	A-1 Asphalt Inc.	Rieth- Riley Construction Co., Inc.	Inner City Contracting, LLC
4" Mill and Disposal	\$ 8,740.00	\$ 14,250.00	\$ 9,500.00	\$ 7,980.00	\$ 22,800.00	\$ 10,260.00	\$ 28,500.00
4" HMA (2" 3c, 2" 5EML)	\$ 84,700.00	\$ 81,373.60	\$ 86,625.00	\$ 90,860.00	\$ 90,860.00	\$ 115,500.00	\$ 142,450.00
Extra 22a Subgrade Material	\$ 640.00	\$ 1,080.00	\$ 700.00	\$ 700.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00
Pavement Markings	\$ 750.00	\$ 800.00	\$ 500.00	\$ 450.00	\$ 440.00	\$ 500.00	\$ 950.00
Burton St Total:	\$ 94,830.00	\$ 97,503.60	\$ 97,325.00	\$ 99,990.00	\$ 115,100.00	\$ 130,260.00	\$ 172,900.00
4" Mill and disposal	\$ 3,360.00	\$ 6,377.28	\$ 9,408.00	\$ 5,880.00	\$ 5,040.00	\$ 4,200.00	\$ 6,720.00
4" HMA (2" 3c, 2" 5EML)	\$ 23,800.00	\$ 22,963.60	\$ 28,900.00	\$ 29,750.00	\$ 20,060.00	\$ 42,500.00	\$ 42,500.00
Extra 22a Subgrade Material	\$ 160.00	\$ 270.00	\$ 175.00	\$ 250.00	\$ 250.00	\$ 2,700.00	\$ 500.00
Pavement Markings	\$ 750.00	\$ 800.00	\$ 500.00	\$ 450.00	\$ 440.00	\$ 500.00	\$ 880.00
Division Ave Total:	\$ 28,070.00	\$ 30,410.88	\$ 38,983.00	\$ 36,330.00	\$ 25,790.00	\$ 49,900.00	\$ 50,600.00
Grand Total:	\$ 122,900.00	\$ 127,914.48	\$ 136,308.00	\$ 136,320.00	\$ 140,890.00	\$ 180,160.00	\$ 223,500.00

CONTRACT FORM

Page 1 of 1

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance, and other required documents, the City Mayor, Clerk and City Attorney will sign this contract form. A copy will be provided to Contractor.

City Standard Contract for WYOMING FIRE STATIONS- BURTON AND DIVISION LOT RESURFACING

This Contract is made as of the Effective Date between the City and the Contractor.

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

"City" means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509.

"Contractor" means: Bob's Asphalt Paving Inc.
LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation Michigan
FORM OF BUSINESS & STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, professional corporation & the state in which it was formed

23728 40th ave
ADDRESS

Ravenna MI 49457
CITY STATE ZIP CODE

"Effective Date" means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

In exchange for the consideration in and referred by this Contract, the parties agree:

- Contractor will provide the materials and services in accordance with the Contract Documents.
- City will pay Contractor in accordance with the Contract Documents.
- Waived or modified specifications are as follows:
 - None
- This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming
By: _____
Kent Vanderwood, Mayor

Contractor: Bob's Asphalt Paving Inc.
(Type or print Contractor's name)

By: Mike Radford
Signature for bidder

By: _____
Keill A. VandenBerg, City Clerk

Mike Radford
Printed name of person signing for bidder

Date signed: _____, 202_

OWNER
Title of person signing for bidder

Approved as to form: _____
Scott G. Smith, City Attorney

Date signed: 7/2, 2024

