

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 6, 2024, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Chris Hall, Buck Creek 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 April 15, 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.
7:01 p.m. Proposed City of Wyoming Budget for 2024-2025
- 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
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
 - a) Of Appreciation to Robert Kaminski for His Service as a Member of the Retirement Board for the City of Wyoming
- 15) Resolutions**
 - b) To Approve City Employment for a Relative of a Council Member

- c) Of Authorization to Support a Grant Submission for the DNR Natural Resources Trust Fund
- d) To Establish New Polling Places for Precincts 7 and 9 in the City of Wyoming, Kent County, Michigan

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

- e) To Approve Contingencies for City Center Related Projects
- f) To Accept a Proposal from Progressive AE for Transportation Engineering Services to Evaluate the Burton Street and Burlingame Avenue Intersection and to Authorize the Mayor and City Clerk to Execute the Contract
- g) To Approve and Authorize the Mayor and City Clerk to Sign an Amendment to the Design and Construction Administration Contract for Gezon Parkway and 54th Street Resurfacing with Prein & Newhof, Inc. to Include Clyde Park Avenue and Kenowa Avenue (Budget Amendment No. 49)
- h) To Award the Bid for the 2024 Wyoming Resurfacing Project and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 50)
- i) To Cancel the Previously Approved Purchase of a Dodge Durango Police Administrative Vehicle and Approve the Purchase of a Chevrolet Blazer Police Administrative Vehicle
- j) For the Purchase of a Sludge Grinder
- k) To Accept a Quote from Dell Marketing LP for the Purchase of Microsoft Server Licenses
- l) To Accept a Proposal from Q-Mation for the Purchase of ThinManager[®] Software
- m) For Award of Bids
 - 1. Disposable Paper Products and Cleaning Supplies
 - 2. Uniforms, Cold Weather Gear, and Employee Service Awards
 - 3. Ready Mix Concrete

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.



Proposed Budget Fiscal Year 2025

Public Hearing - May 6, 2024



Today's Discussion

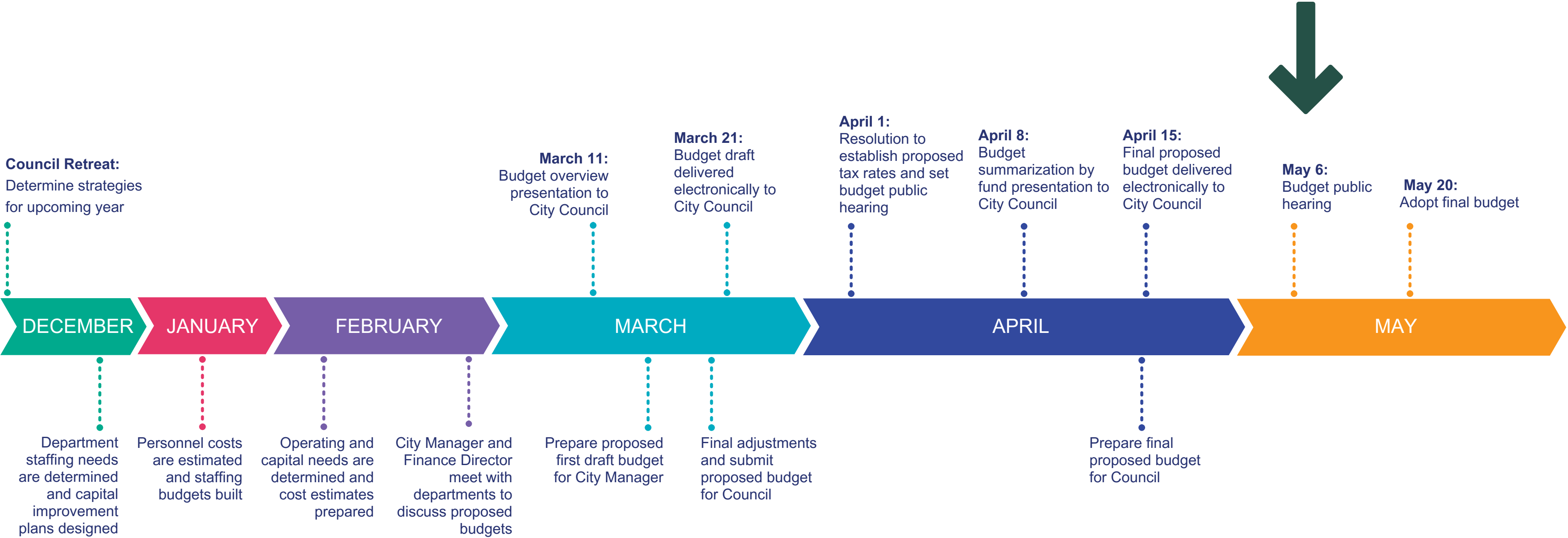
Property Taxes

Sewer and Water Rates

Budget Overview

Next Steps

Budget **TIMELINE**





Property Taxes

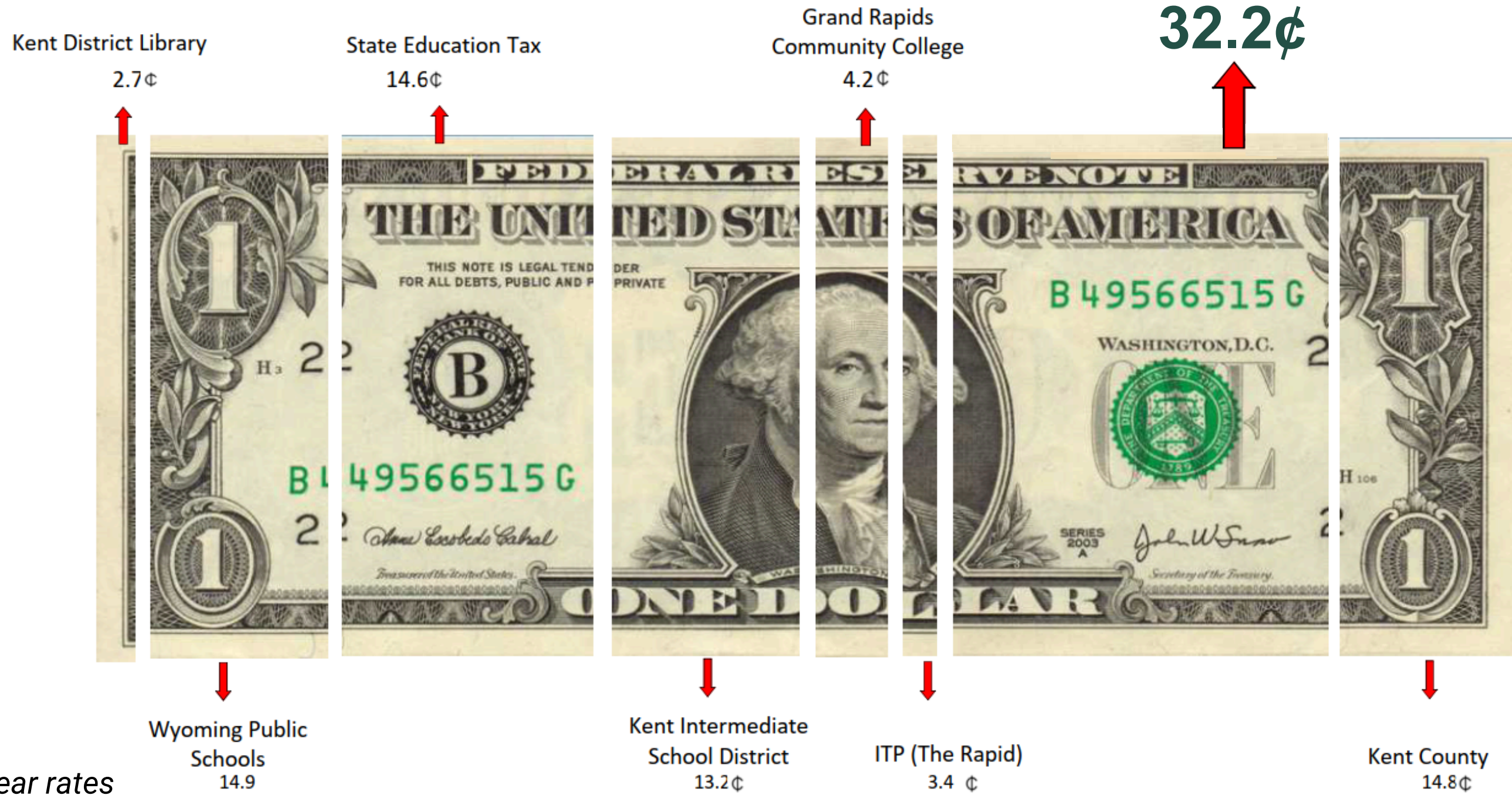


Property Tax **MILLAGE RATES**

	Final Rates		
	2023	2024	2025
General Operations	4.7206	4.7206	4.6828
Fire Services	0.7219	0.7219	0.7161
Police Services	1.2034	1.2034	1.1937
Public Safety	1.2056	1.2056	1.1959
First Responders		1.5000	1.4880
Parks & Recreation	1.4442	1.4442	1.4326
Library Maint./Parks Capital	0.3561	0.3561	0.3532
Capital Projects	1.4960	1.4960	1.4960
Sidewalks	0.1926	0.1926	0.1910
Yard Waste	0.4000	0.4000	0.4000
Total Mills	11.7404	13.2404	13.1493

Where Do My Tax Dollars Go?

City of Wyoming



Based on 2023 tax year rates

Where Do My Tax Dollars Go?

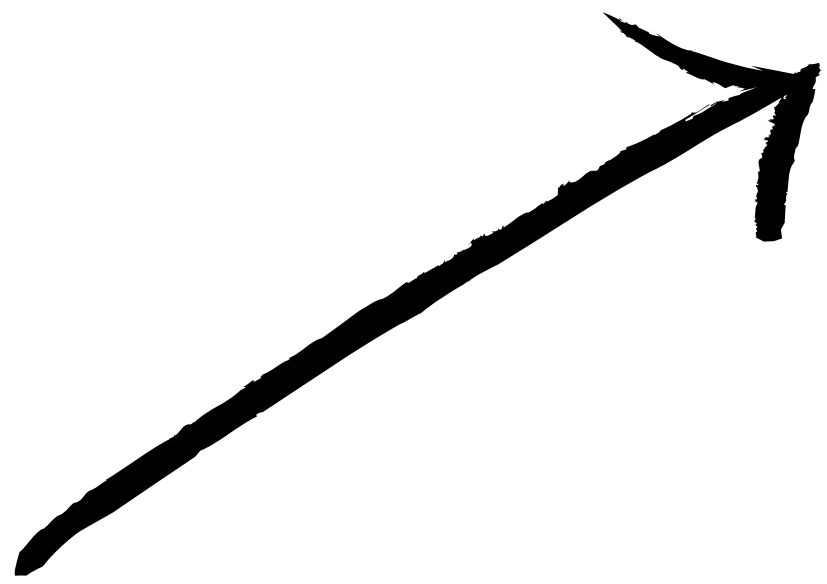
EXAMPLE:

SINGLE FAMILY RESIDENCE

State Equalized Value	114,500
Taxable Value	82,300
Annual Tax Payment	3,450
City of Wyoming's Share	\$ 1,111

What do those dollars fund?

General Operations	\$396]
Public Safety	\$388
Water/Sewer System Capital Projects	\$126
Parks & Recreation	\$121
Yard Waste	\$34
Library Maint./Parks Capital	\$30
Sidewalks	\$16



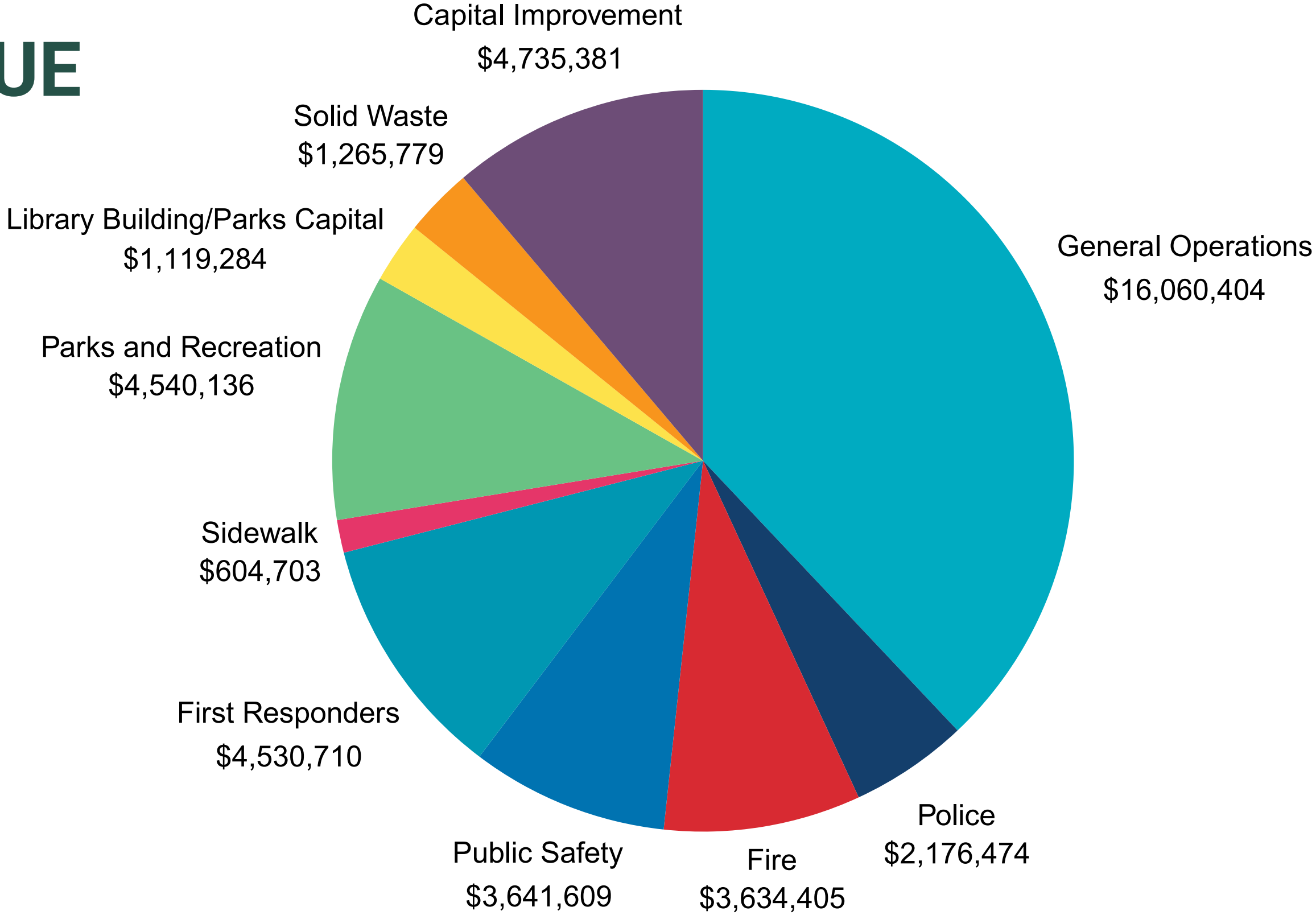
Activities Supported by the General Operations Millage

\$396

Public Safety	\$243
District Court	\$27
I.T.	\$24
Finance	\$21
City Manager/Attorney	\$19
City Clerk	\$12
Human Resources	\$11
Assessor	\$10
Planning	\$9
Streetlighting	\$8
Facilities	\$5
Treasury	\$4
City Council	\$3

Property Tax **REVENUE**

**Total Estimated
Tax Revenue:
\$42,308,885**



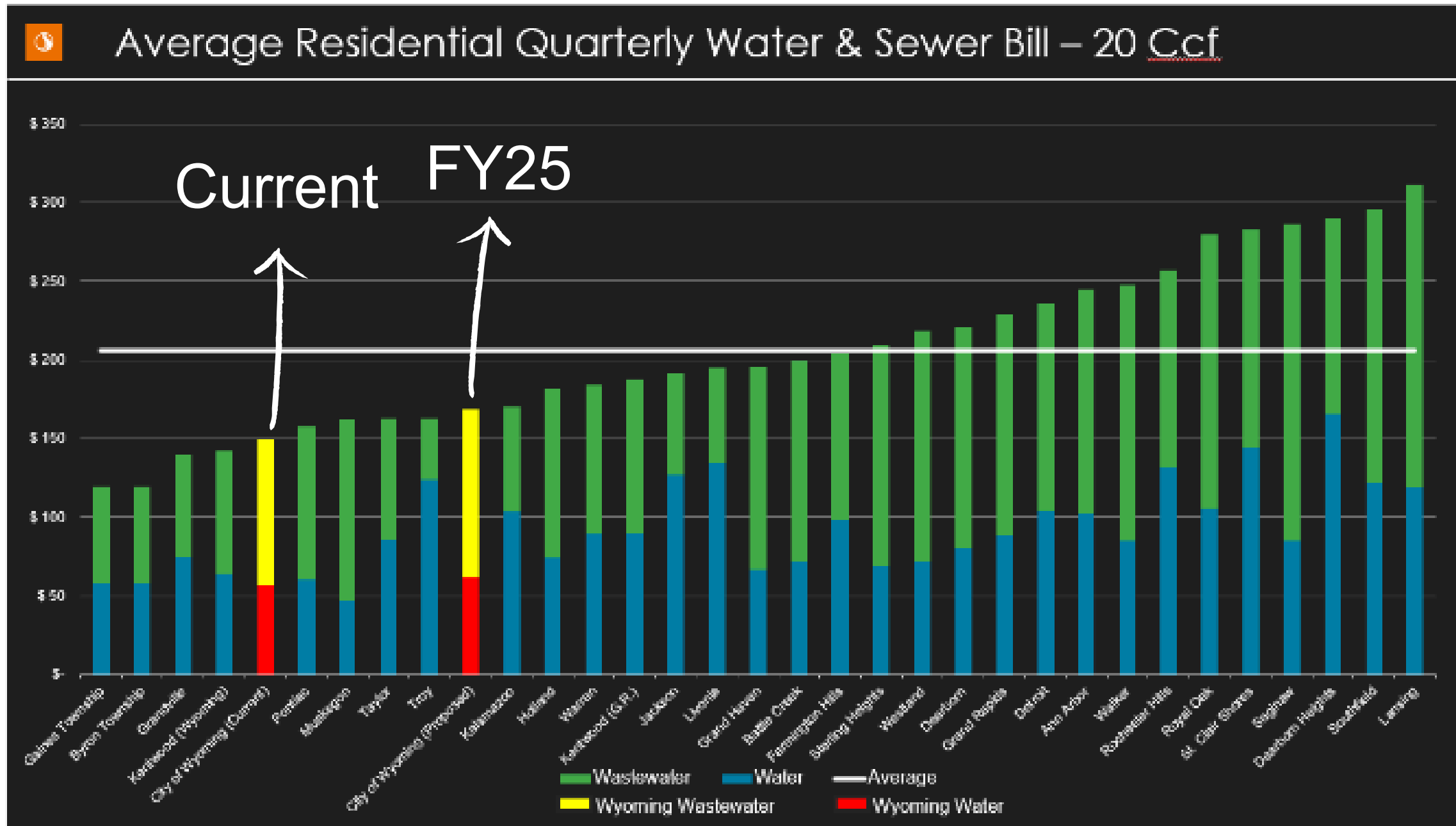
Special assessments and component units not included



Water and Sewer Rates



WATER and SEWER Rates



Water and sewer rates will be increasing over the next several years, beginning in FY25.

The City hired Stantec, a professional consultant, to design a model to systematically increase rates to provide funding needed for future capital projects.

WATER and SEWER Rates

Retail rates: Single family residential rates

<u>Current Rates</u> Per quarter cost to resident	<u>Proposed Rates</u> Per quarter cost to resident
\$150	\$168

Based on usage of approximately 20 CCF (15,000 gallons) per quarter

Wholesale customers: Adjusted based on the rates specified in their contract



Budget Overview

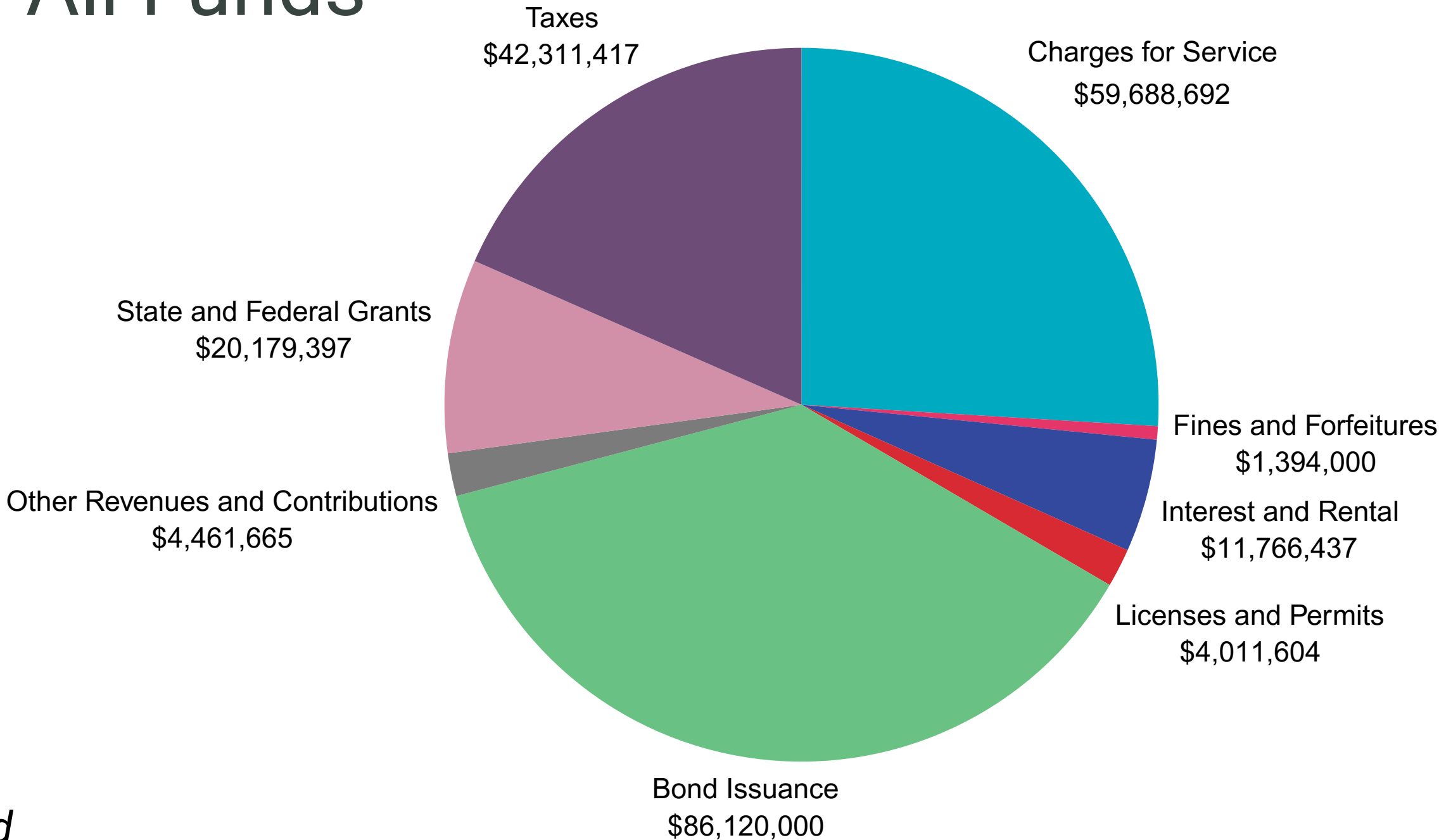


City Council's **STRATEGIC PLAN** - FY25 Budget Priorities

- Implement the new branding initiative
- Complete the 36th Street Marketplace project
- Construct additional pickleball courts where feasible
- Revise/update and implement capital improvement plan process
- Update facilities usage and design plan
- Construct first segment of the 3rd water transmission main
- Complete a city-wide wage study
- Develop a long-term sustainable funding plan for the City

REVENUE Sources - All Funds

Total Revenue:
\$229,933,212



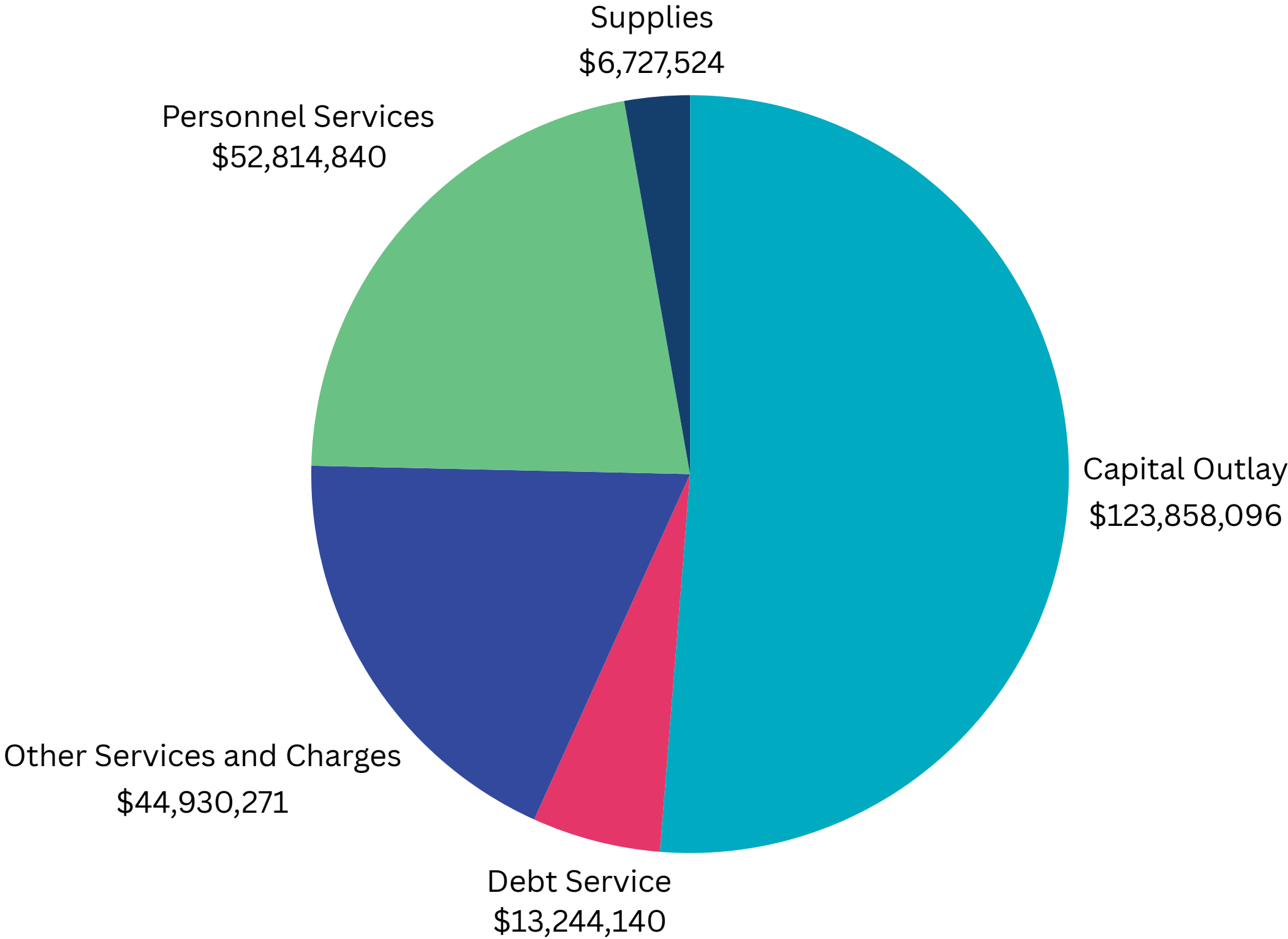
Transfers between funds are excluded

Insurance funds, pension, OPEB, and component units are excluded

Bond Issuance includes estimated bond proceeds and related contribution from Ottawa County

EXPENSES - All Funds

**Total Expenses:
\$241,574,871**

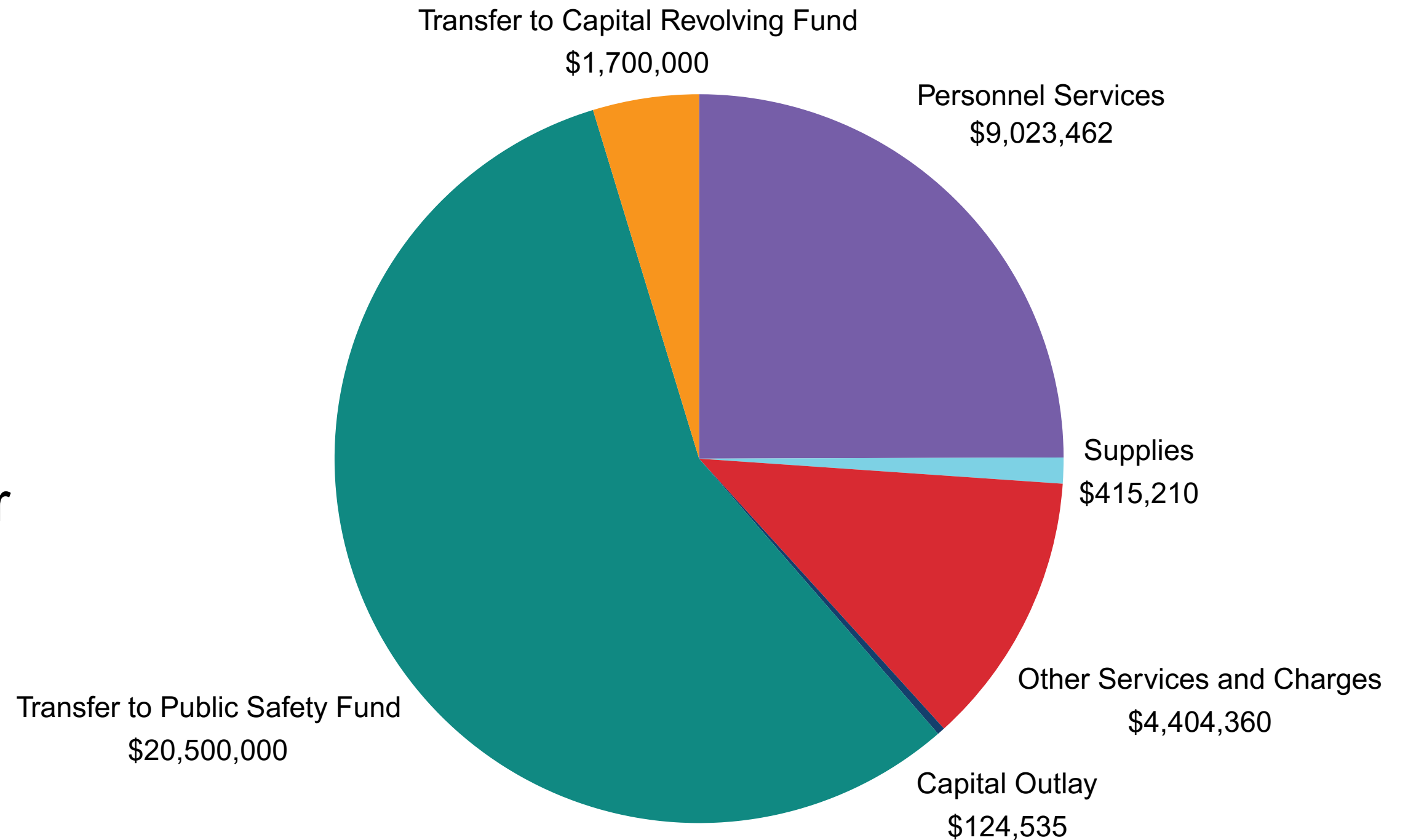


*Transfers between funds are excluded
Insurance funds, pension, OPEB, and component units are excluded*

GENERAL FUND Expenditures

**Total Expenditures:
\$36,167,567**

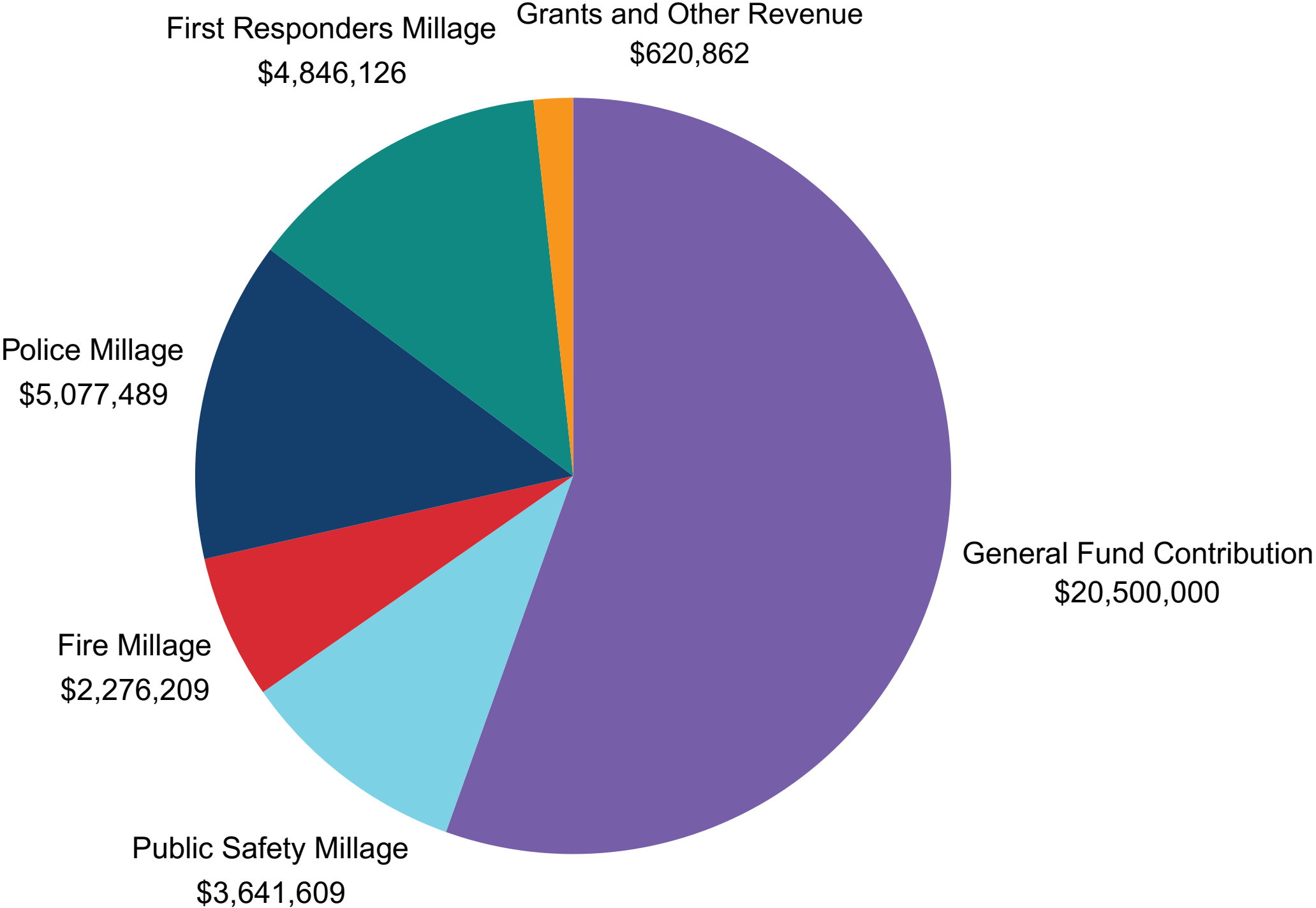
Public Safety accounts for
57% of General Fund
expenditures



PUBLIC SAFETY Funding Sources

Total Revenue:
\$36,962,295

General Fund provides for
55% of Public Safety funding



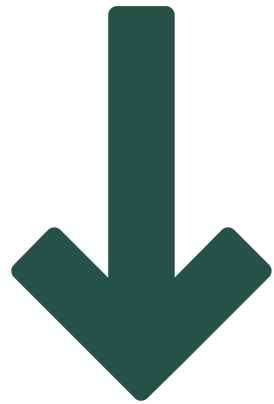
CAPITAL Improvement Plan

HIGHLIGHTS by Project Category

\$4,500,698	Buildings
\$634,239	Equipment
\$13,560,200	Infrastructure
\$760,000	Parks
\$800,000	Sewer
\$2,012,000	Vehicles
\$92,645,000	Water (\$84M funded with bond proceeds and Ottawa County)
<hr/>	
\$114,912,137	Total

As detailed in the Capital Improvement Plan document provided with the budget

Budget **NEXT STEPS**



May 6:
Budget public
hearing

May 20:
Adopt final budget



MAY

May 20 Agenda

- Adopt City budget
- Adopt DDA budget
- Adopt GVRBA budget
- Approve Fee Schedule changes
- Approve Capital Improvement Plan

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ROBERT KAMINSKI FOR HIS SERVICE
AS A MEMBER OF THE RETIREMENT BOARD
FOR THE CITY OF WYOMING

WHEREAS:

1. Robert Kaminski has served faithfully and effectively as a member of the Retirement Board since August 4, 2014.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Robert Kaminski for his dedicated service as a member of the Retirement Board.

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 May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE CITY EMPLOYMENT
FOR A RELATIVE OF A COUNCIL MEMBER

WHEREAS:

1. The City of Wyoming received an application from Vayda Vanderwood to serve in a Seasonal Parks Maintenance position for Parks and Recreation, and Ms. Vanderwood has met the requirements and qualifications for this position.
2. Vayda Vanderwood’s grandfather, Kent Vanderwood, serves as the Mayor, an elected official of the City of Wyoming.
3. Under Section 5.13 of the City Charter, relatives of elective or appointive officers may hold an appointive office or employment during the terms of office of those elective or appointive officers only if the City Council unanimously determines it is in the best interests of the City for them to do so.

NOW, THEREFORE, BE IT RESOLVED:

1. It is in the best interest of the City for Vayda Vanderwood to serve in a Seasonal Parks Maintenance position for Parks and Recreation.

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 May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
City Charter Sec. 5.13

Resolution No. _____

Sec. 5.13. - Antinepotism.

Unless the Commission shall, by unanimous vote, which vote shall be recorded as part of its official proceedings, determine that the best interests of the city shall be served, the following relatives of any elective or appointive officer are disqualified from holding any appointive office or employment during the term for which said elective or appointive officer was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouses of any of them. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election of any elective official.

RESOLUTION NO. _____

RESOLUTION OF AUTHORIZATION TO SUPPORT
A GRANT SUBMISSION FOR THE DNR NATURAL RESOURCES TRUST FUND

WHEREAS:

1. The DNR Natural Resources Trust Fund Grant program provides funding for natural resource protection and outdoor recreation.
2. The City of Wyoming Parks and Recreation Department recommends a submission of a grant application titled, "Marquette Park Improvements Phase 1" to the DNR Natural Resources Trust Fund for the development Marquette Park.
3. The proposed application is supported by the community's 5-Year Approved Parks and Recreation Plan.
4. The DNR Natural Resources Trust Fund Grant includes a requirement that the local governing body authorize submission of the grant.
5. The City of Wyoming is hereby making a financial commitment to the project in the amount of \$1,530,145.67 matching funds.

NOW, THEREFORE, BE IT RESOLVED:

1. The total project cost is \$1,930,145.67.
2. The City Council authorizes a DNR Natural Resources Trust Fund Grant Application be submitted requesting \$400,000.00 in grant funding toward the total grant eligible expenses and further resolves to make available during the 2026 fiscal year the City's financial obligation for the remaining \$1,530,145.67 in project cost.
3. The City Council authorizes the Mayor and City Clerk to sign the grant application.
4. The previous resolution #27991 adopted on March 18, 2024, is rescinded.

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 May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

STAFF REPORT

Date: May 1, 2024

Subject: Revised Authorization to Support a Grant Submission for the DNR Natural Resources Trust Fund Grant for Marquette Park Improvements Phase 1

From: Krashawn Martin, Director of Parks and Recreation

Meeting Date: May 6, 2024

RECOMMENDATION:

It is recommended City Council support a grant submission for the Department of Natural Resources (DNR) Natural Resources Trust Fund Grant for Marquette Park Improvements Phase 1 in the amount of \$400,000. The grantor requested an edit to the resolution to include the full matching grant amount.

COMMUNITY, SAFETY, STEWARDSHIP:

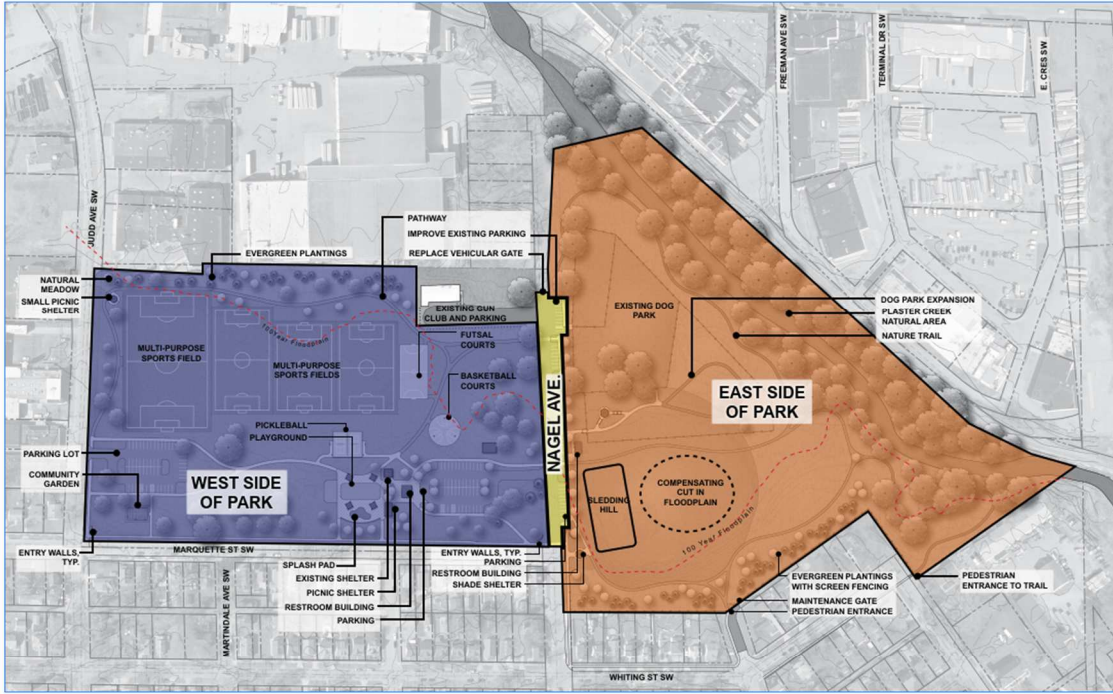
The City of Wyoming Parks and Recreation Department is committed to providing recreational programs that enrich the quality of life for residents. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

DISCUSSION:

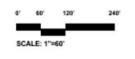
The City of Wyoming Parks and Recreation Department maintains 21 parks and recreational facilities and over 500 recreational programs annually for residents. The department seeks to provide health and wellness opportunities for residents by connecting park assets to recreation.

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use and enjoyment of the State's natural resources for current and future generations. Grants from the Natural Resources Trust Fund provide funding for projects that provide natural resource protection and outdoor recreation.

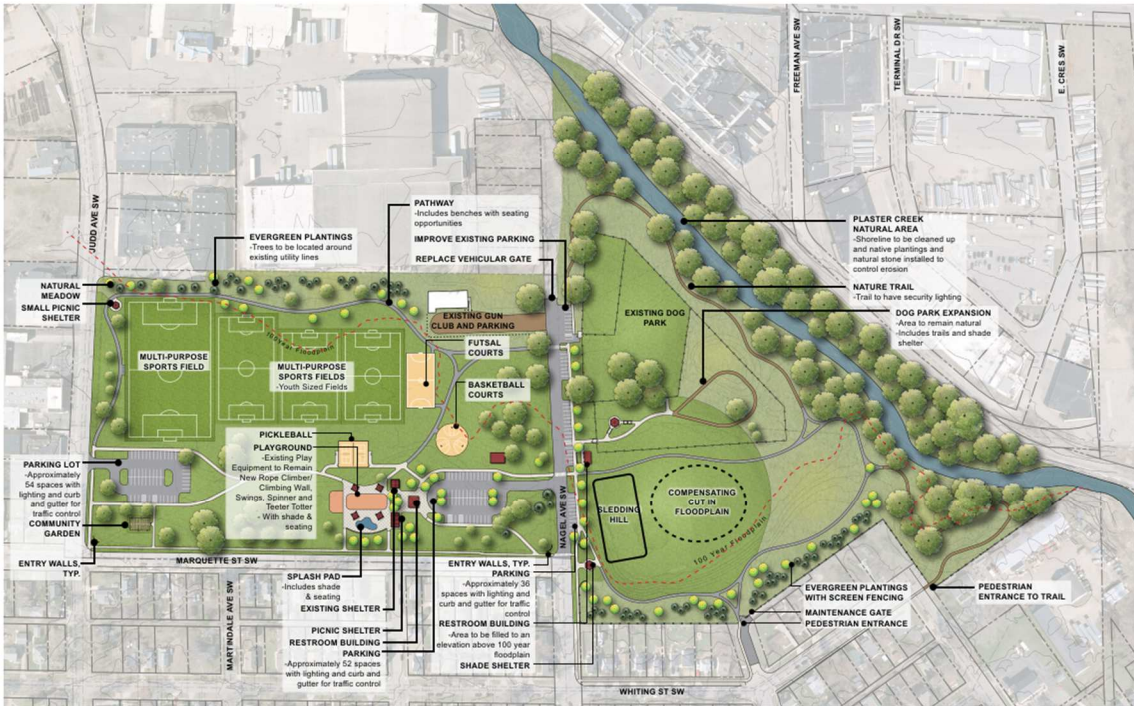
The Marquette Park redevelopment plan was developed after a series of public meetings and received unanimous approval from the Parks Commission, Planning Commission, and City Council in early 2022. Phase 1 includes improvements to the Plaster Creek shoreline, natural and paved trails, expansion and improvements to the Wyoming dog park, two shade shelters, a restroom building, and sledding hill.



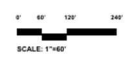
COST ESTIMATE AREA PLAN
MARQUETTE PARK - MASTER PLAN
 CITY OF WYOMING, MICHIGAN



DATE: 03.11.2022
 PROJECT NO.: 2129



FINAL PLAN
MARQUETTE PARK - MASTER PLAN
 CITY OF WYOMING, MICHIGAN



DATE: 11.04.2021
 PROJECT NO.: 2129



The grant application requires a resolution supporting the application.

BUDGET IMPACT:

The grant requires matching funds to be included in the FY26 budget. The estimated total project cost is \$1,273,588.00 of which \$400,000 would be provided through the grant and \$873,588 would be provided for through the Parks and Recreation FY26 capital outlay budget.

Attachment:
Resolution

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH NEW POLLING PLACES FOR PRECINCTS 7
AND 9 IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. State law requires the legislative body of each city to designate and prescribe the place or places of holding an election in the city.
2. The current polling location for Precincts 7 and 9 is the Grand Valley Armory, located at 1200 44th Street SW.
3. This facility is no longer suitable for use as a polling location due to a significant construction project beginning this summer.
4. The City Clerk recommends that Precinct 7 be relocated to Grand Rapids First Church, located at 2100 44th Street SW, and Precinct 9 be relocated to Sunset Park Church of God, located at 3450 Michael Avenue SW, as these buildings meet ownership and accessibility standards and are of suitable size and location to serve the voters of Precincts 7 and 9.

NOW, THEREFORE, BE IT RESOLVED:

1. The polling location for Precinct 7 shall be established at Grand Rapids First Church, 2100 44th Street SW, and the polling location for Precinct 9 shall be established at Sunset Park Church of God, 3450 Michael Avenue SW.
2. The polling location for Precincts 7 and 9 shall be effective for the August 6, 2024 Michigan Primary election and thereafter, unless changed by a future resolution of the City Council.
3. The City Clerk shall notify the Secretary of State of the State of Michigan, the Kent County Clerk, and, in accordance with State law, all affected voters of the new precincts and polling locations established.

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 May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE CONTINGENCIES FOR CITY CENTER
RELATED PROJECTS

WHEREAS:

1. Council approved a contract for the pedestrian/bicycling bridge over 28th Street between the western edges of 28W Place on the south and Hook Avenue on the north with Anlaan Corporation in the amount \$7,119,564 at its April 15, 2024 meeting.
2. Council approved a contract for the improvement of Hook Avenue with associated utility work and trail improvements with Diversco Construction Company Inc. in the amount of \$1,185,097.10 at its April 15, 2024 meeting.
3. Council approved a contract for site improvements at the Weller Repairables business with Inner City Contracting LLC in the amount of \$241,717.35 at its April 15, 2024 meeting.
4. It is recommended that City Council authorize a contingency of 5% for the pedestrian bridge project, 10% for the Hook Avenue project, and 10% for the Weller project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes a contingency of 5% for the pedestrian bridge project, 10% for the Hook Avenue project, and 10% for the Weller project.
2. 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 May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: May 1, 2024

Subject: City Center Project Contingencies

From: Nicole Hofert, Director of Community and Economic Development and Scott Smith, City Attorney

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager

Meeting Date: May 6, 2024

Recommendation:

It is recommended that the City Council adopt the resolution approving contingencies for City Center related projects.

Community, Safety, Stewardship:

Community – The community will be improved with the creation of a city center with improved pedestrian and cycling access to key community amenities. Hook Avenue will be improved by the construction of new sewer and road surface upgrades.

Safety – The bridge and trails will provide for safer crossing of 28th Street.

Stewardship – We have grant funding for the bridge and trail construction.

City Council Strategic plan priority:

- Pillar – Community
- Goal 2 - Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.
- Objective 1 – Complete City Center public improvements.
- Task 3 - Complete public infrastructure improvements related to City Center.

Discussion:

On April 15, 2024, the City Council approved the bids for the City Center-related projects as follows:

- Pedestrian Bridge: Anlaan Corporation's bid in the amount of \$7,119,564.00
- Hook Avenue Sewer: Diversco Construction Company's bid in the amount of \$1,185,097.10
- Weller Repairables Trail/Parking Lot: Inner City Contracting's bid in the amount of \$241,717.35

With projects of this nature, it is prudent to include a contingency for unforeseen expenses that can occur, especially with underground work. We inadvertently did not include a recommendation to provide contingency funding for each of these projects when the Council approved them on April 15th. The city's

engineering firm on these projects has recommended a 5% contingency on the bridge project and 10% contingencies on the Hook Avenue and Weller projects.

Budget Impact:

Adequate funds are available in the City Center Project Fund 496-901-90101-973.002.

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RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PROGRESSIVE AE
FOR TRANSPORTATION ENGINEERING SERVICES TO EVALUATE THE
BURTON STREET AND BURLINGAME AVENUE INTERSECTION AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Progressive AE has provided the City with a proposal for Transportation Engineering Services to evaluate the Burton Street and Burlingame Avenue intersection.
2. The proposal is estimated to not to exceed \$9,000 to evaluate the 6-legged intersection and make recommendations for improvements.
3. It is recommended the City Council accept the proposal.
4. Funds are budgeted in the Major Streets Fund, Capital Outlay Major Street Construction Account No. 202-441-46300-972.502.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Progressive AE for Transportation Engineering Services for the Burton Street and Burlingame Avenue intersection in the amount not to exceed \$9,000.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.

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 May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: April 30, 2024
Subject: Burton Street and Burlingame Avenue Intersection Evaluation
From: Russ Henckel, Assistant Director of Public Works - Engineering
CC: Myron Erickson, Director of Public Works
Meeting Date: May 6, 2024

RECOMMENDATION:

It is recommended City Council accept and authorize the Mayor and Clerk to execute an agreement with Progressive AE, Inc. for Transportation Engineering Services associated with the evaluation of the Burton Street and Burlingame Avenue intersection in the amount not to exceed \$9,000.

COMMUNITY, SAFETY, STEWARDSHIP:

A safe and efficient street network is critical to residents and businesses for vehicular and pedestrian traffic. Intersections are a key component of the network and maximizing their efficiency while focusing on safety will benefit all users and modes of travel throughout the network.

DISCUSSION:

Wyoming plans to reconstruct Burton Street from Burlingame Avenue to Clyde Park Avenue in 2026 and replace old utility infrastructure at that time. Along with the reconstruction project, Wyoming will make changes to improve safety and reduce speeding by modifying the section to include a road diet and on-street parking. The intersection of Burton and Burlingame at the west limit of the project currently has three converging streets that form a complicated six-legged intersection. The intersection has experienced several accidents and is complicated to navigate. Progressive AE, Inc. has submitted a proposal to study alternative configurations with the intersection and make recommendations that will benefit all users.

On April 19, 2024, Progressive AE submitted a proposal for Transportation Engineering Services to study the intersection for a not-to-exceed amount of \$9,000.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund, Capital Outlay Major Street Construction Account No. 202-441-46300-972.502.

CITY OF
Wyoming
MICHIGAN

BURTON – BURLINGAME CONCEPTUAL DESIGN CONTRACT
PROGRESSIVE AE, INC.

This Burton – Burlingame Conceptual Design Contract is made as of as of May 7, 2024 (**Effective Date**) between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Progressive AE, Inc., a Michigan corporation of 1811 4 Mile Rd NE, Grand Rapids, MI 49525 (**Professional**).

RECITALS

- A. City wishes to consider possible redesigns of the intersection of Burton Street, Burlingame Avenue, Lee Street, and Beverly Avenue.
- B. Professional is a professional engineering and planning firm that provided a proposal, dated April 19, 2024 (**Proposal**), to develop intersection design concepts, a copy of which is attached as Exhibit A.
- C. City wishes to engage Professional to perform those services in accordance with this Contract.

TERMS AND CONDITIONS

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

- 1. Professional will perform the professional services and provide the deliverables as described in the Proposal.
- 2. City will pay Professional as provided in the Proposal.
- 3. This Contract is subject to the terms and conditions attached as Exhibit B which are an agreed upon combination of City's and Professional's standard terms and conditions.
- 4. 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: May __, 2024

Approved as to form: 

Scott G. Smith, City Attorney

Progressive AE, Inc.

William Walter Culhane
By: _____
William W. Culhane, RA, CDT, LEED AP, Principal
Director of Project Delivery

Date signed: May __, 2024

Digitally signed by William Walter Culhane
DN: C=US,
E=culhaneb@progressiveae.com,
CN=William Walter Culhane
Reason: I have reviewed this document
Date: 2024.04.30 11:14:07-04'00'

April 19, 2024

Russ Henckel
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Re: Proposal for Transportation Engineering Services for
Burton Street / Burlingame Avenue

Dear Russ,

Progressive AE, Inc. (Progressive AE) is pleased to submit this proposal for professional transportation engineering services related to the Burton Street / Burlingame Avenue intersection. The following is our understanding of the project, our scope of services, and compensation for your consideration.

UNDERSTANDING OF PROJECT

As we understand it, the project is to develop intersection concepts for the intersection of Burlingame Avenue SW / Burton Street SW to be incorporated with the upcoming road diet on Burlingame Avenue and utility work on Burton Street.

This intersection currently has six (6) approaches, with offset roadway alignments and different geometrics at each approach, resulting in an intersection that can be confusing for drivers and pedestrians and has many conflict points. With an upcoming road diet project on Burlingame Avenue and a utility project on Burton Street, there is an opportunity to re-align this intersection to improve traffic flow and safety.



Figure 1: Burlingame Avenue and Burton Street Intersection

Progressive AE, Inc.
Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

SCOPE OF BASIC SERVICES

Based upon the above project understanding, we will provide the following scope of services:

Task 1 – Perform Preliminary Analysis:

- Perform turning movement counts for each leg of the existing intersection to have up to date information about how many vehicles use this intersection during peak periods and what the dominate traffic patterns are.
- Analyze crash history at the intersection for the past five (5) years to determine if there are any existing crash patterns that could be mitigated with updated geometry.

Task 2 – Conceptual Design:

- Prepare intersection concepts based on the existing Right-of-Way (ROW), traffic patterns, crash history, and upcoming projects at the intersection.
- The design concepts will incorporate all road users including vehicles, bicyclists, and pedestrians.
- We will work with City of Wyoming staff to determine which concepts best serve the community.

CLARIFICATIONS

This proposal is for design concepts only. No formal design will be completed for this phase of the project.

PROFESSIONAL COMPENSATION

We propose to provide the work as delineated above to be paid at **hourly rates not to exceed \$9,000 (nine thousand dollars)**. Reimbursable expenses are included in the not to exceed value above and will be invoiced according to the attached Schedule of Invoice Rates.

Progressive AE has prepared this proposal for the City of Wyoming and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

Paragraph from page 2 of Proposal as to Professional's Standard Terms and Conditions is intentionally omitted.

We look forward to working on this project with you and your team.

Sincerely,

Christopher E. Zull

Digitally signed by Christopher E. Zull
DN: C=US, E=zullo@progressiveae.com,
O=Progressive AE, CN=Christopher E. Zull
Date: 2024.04.19 16:44:27-04'00'

Christopher E. Zull, PE
Transportation Practice Leader

William Walter Culhane

Digitally signed by William Walter
Culhane
DN: C=US,
E=culhaneb@progressiveae.com,
CN=William Walter Culhane
Reason: I have reviewed this document
Date: 2024.04.19 16:48:11-04'00'

William W. Culhane, RA, CDT, LEED AP, Principal
Director of Project Delivery

Schedule of Consultancy Invoice Rates

Senior Level Consulting

\$300/hour

- Universal Design Consultancy
- Design and Planning Consultancy
- Strategy Consultancy
- Engineering Consultancy
- Change Management Consultancy

Associate Level Consulting

\$200/hour

- Universal Design Consultancy
- Design and Planning Consultancy
- Strategy Consultancy
- Engineering Consultancy
- Change Management Consultancy

Project Assistants and Technicians

\$100/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier.
2. Outside services, sub-consultants, travel and lodging at cost plus 10%.
3. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
4. Postage, shipping, and plotting at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 67¢ per mile). Lodging, meals, and airfare at cost.
5. Overtime expenses requiring higher than normal rates if authorized by owner.
6. Expenses for Certification Programs at cost.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

March 27, 2024

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Town Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

EXHIBIT B
CONTRACT TERMS AND CONDITIONS

1. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
2. **Grant Compliance.** City may use state (MDOT) or federal (FHA) grants to pay for Professional's services. Professional represents and promises that it will comply with all applicable grant agreement terms and conditions.
3. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and **Professional's personnel** (*i.e.*, Professional's members, directors, officers, employees, subcontractors, consultants or any others Professional engages or employs to perform any of the Services) have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract 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 public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - E. Neither Professional nor any of Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Professional 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. Professional 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, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Professional will engage with others on City's behalf, Professional 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.*, they speak English less than very well), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
 - F. Professional 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 Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.
5. **Ethical Standards.** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
6. **Changed or Unknown Conditions.**
 - A. City will be responsible for furnishing Professional information identifying the type of all underground utilities and verifying their specific locations. Professional will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by City. City will approve of all locations of subsurface penetrations prior to them being made. City will be responsible for any liability or damages resulting from City's failure to comply with this provision.
 - B. If, during the term of this Contract, Professional becomes aware of any circumstances or conditions that were not originally contemplated by or known to Professional, then to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Contract, Professional may call for re-negotiation of appropriate portions of this Contract. Professional shall notify City of the changed conditions necessitating re-negotiation, and Professional and City shall promptly and in

good faith enter into re-negotiation of this Contract to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Contract.

7. Delays. Professional is not responsible for any damages arising directly or indirectly from any delays for causes beyond the Professional's control. For purposes of this Contract, such causes include, but are not limited to, strikes or other labor disputes (but not those by Professional's employees); severe weather disruptions, epidemics, pandemics or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of City's performance; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by Profession to perform the Services in an orderly and efficient manner, Professional shall be entitled to a reasonable adjustment in schedule and compensation.

8. Additional Services. The Services are limited to those described in section 1 of this Contract. Additional services not specifically identified in Section 1 shall be billed to and paid for by City in addition to the fees previously stated, provided City authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt. If services covered by this Contract have not been completed within 6 months of the date of this agreement, through no fault of Professional, Professional's services beyond that time shall be compensated as additional services.

9. Standard of Care. Professional will provide the Services in a manner consistent with that level of care ordinarily and normally exercised by licensed engineers practicing in Michigan.

10. Risk Allocation.

A. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage occurring as a result of the Services.

B. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Professional will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

C. Professional's liability to City for lawsuits against City by others is limited to \$2 million.

D. Professional's liability to City for costs reasonably incurred by City to repair, replace, improve, or remove the Bridge due to Professional's negligent acts, errors, or omissions is limited to \$1 million.

E. To the fullest extent permitted by law, neither City nor Professional, their respective officers, directors, partners, employees, contractors, or sub-consultants will be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Contract. This mutual waiver of incidental, indirect, and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Claims made by third parties against City or Professional for injuries or property damages as described in subsection 10.B are not incidental, indirect, or consequential damage claims.

11. Value-Added/Betterment. If, due to Professional's error, any required item or component of the project is omitted from Professional's construction documents, Professional shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. Professional will not be responsible for any cost or expenses that provides value, upgrade, or enhancement of the project.

12. Hazardous Materials. Professional has no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. City will furnish tests, inspections and reports required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

13. Opinions of Probable Construction Cost. In providing opinions of probable construction cost, City understands that Professional has no control over the cost or availability of labor, equipment, or materials, or over market conditions or a contractor's method of pricing, and that Professional's opinions of probable construction costs are made based on Professional's professional judgment and experience. Professional makes no warranty, express or implied that the bids or the negotiated cost of the work will not vary from Professional's opinion of probable construction cost.

14. Media and other Releases.

A. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

B. Professional may install at the site a sign of not more than 60 square feet for promotional purposes. The location of the sign shall be mutually agreed upon by City and Professional, not to be unreasonably withheld by either.

15. W-9. Before beginning work Professional will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

16. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to City upon City's payment of any amounts due Professional under the City Contract.

A. Because computer-aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, Professional reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. City may retain copies of the work performed by Professional in CAD form. Release of electronic media will be by execution of Professional's Release of Electronic Media Request Form. Copies shall be for information and used by City for the specific purpose for which Professional was engaged. Said material shall not be used by City, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without Professional's express written permission. Any unauthorized modification or reuse

of the materials shall be at City's sole risk, and City agrees to defend, indemnify, and hold Professional harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation.

B. City will hold Professional harmless from and indemnify Professional for any liability resulting from the use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.

C. Professional shall not use any of those documents in its own marketing or promotions except with City's prior consent, which City will not unreasonably withhold, delay or condition. Professional may use photos of the completed project and may list its work on the Bridge in Professional's marketing materials.

17. Intellectual Property. Professional guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all deliverables will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

18. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

19. Insurance. Professional must maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations. Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals; and (D) Broad Form General Liability Extensions or equivalent, if not already included.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence.
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of \$2 million.

Upon City request, Professional will provide City copies of certificates of insurance, policies, and endorsements.

20. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Professional will, upon City's request, allow inspection, auditing, and copying of all retained records.

21. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Professional's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

22. Independent Contractor. Professional is wholly independent of City. None of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for acts, omissions, and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for the Services. City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

23. Hiring of Personnel: City may not directly or indirectly solicit or contact any employee of Professional for hiring by City. City may hire an employee of Professional who, without any contact from or encouragement by City or any City officer, employee, or other agent, applies for City employment.

24. Dispute Resolution. To resolve a conflict, authorized party representatives will initially meet in good faith to resolve the conflict.

A. If this attempted resolution fails to resolve the conflict, the parties agree it will be submitted to non-binding mediation by a mediator mutually selected by the parties. If the parties cannot agree upon a mediator, they shall each select a mediator and the two selected mediators shall select a third mediator. Mediators shall be professionals with experience or expertise in professional contracts who have not worked for either party or any entity under contract with either party. The parties shall equally share the cost of mediation.

C. If the matter is not resolved by mediation, the parties shall have all other remedies legally available to them. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. In addition to any other remedies to which any 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.

25. General Terms.

A. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. The contract is made in Kent County, Michigan. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.

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

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN AN AMENDMENT TO THE DESIGN AND CONSTRUCTION ADMINISTRATION CONTRACT FOR GEZON PARKWAY AND 54TH STREET RESURFACING WITH PREIN & NEWHOF, INC. TO INCLUDE CLYDE PARK AVENUE AND KENOWA AVENUE

WHEREAS:

1. On September 6, 2022, Council approved a contract with Prein & Newhof, Inc. to design and perform construction administration for the Gezon Parkway and 54th Street from Byron Center Avenue to Division Avenue Resurfacing project in the amount of \$192,400.
2. An amendment to the contract was approved on February 19, 2024, adding additional work and increasing the total cost to \$403,500.
3. Prein & Newhof, Inc. has submitted a contract amendment for added scope of work to include construction administration costs for a separate resurfacing project on Clyde Park Avenue from 36th Street to 44th Street and Kenowa Avenue within city limits.
4. The proposed contract amendment is estimated to increase the not-to-exceed contract by \$26,900 for a total cost of \$430,400.
5. It is recommended that the City Council approve the contract amendment.
6. The acceptance of the contract amendment requires the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the amended contract with Prein & Newhof, Inc. for construction administration of the resurfacing of Clyde Park Avenue from 36th Street to 44th Street and Kenowa Avenue from north city limit to south city limit.
2. The City Council authorizes the Mayor and City Clerk to execute the amended contract in the amount of \$430,400.
3. The City Council approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments: Budget Amendment
 Staff Report
 Contract Amendment
 Proposal

Resolution No. _____

STAFF REPORT

Date: April 25, 2024

Subject: Prein & Newhof, Inc. Contract Amendment – Gezon Parkway and 54th Street Resurfacing

From: Russ Henckel, Assistant Director of Public Works - Engineering

CC: Myron Erickson, Director of Public Works

Meeting Date: May 6, 2024

RECOMMENDATION:

It is recommended City Council approve and authorize the Mayor and Clerk to execute a contract amendment with Prein & Newhof, Inc. (P & N) adding construction administration of the Clyde Park Avenue and Kenowa Avenue resurfacing project to the previously approved Gezon Parkway and 54th Street Resurfacing project from Byron Center Avenue to Division Avenue project in 2024 for a total of \$430,400.

COMMUNITY, SAFETY, STEWARDSHIP:

The project will mill and resurface Clyde Park Avenue from 36th Street to 44th Street and Kenowa Avenue within City limits for 2.37 total miles. The project improves the pavement condition, upgrades ADA ramps and upgrades guardrails (on Kenowa) for safety.

DISCUSSION:

The City of Wyoming approved a contract with P & N to complete the design and perform all the construction administration for the resurfacing of Gezon Parkway and 54th Street.

The City has a separate resurfacing project on Clyde Park Avenue and Kenowa Avenue for which it was intended for City staff to perform most of the construction administration work with a small amount of assistance from P & N. A City staff member that was intended to perform construction administration on the project recently resigned. Hiring, training and certifying a new staff member for this role will be a lengthy process. P & N can provide additional assistance to fill the gap left by the staff member that resigned.

Both resurfacing projects have the same MDOT construction administration requirements and will be under construction at the same time. It will be efficient for P & N to perform full construction administration for Gezon Parkway and 54th Street and to assist City staff with construction administration on Clyde Park Avenue and Kenowa Avenue. Performing construction administration in strict accordance with MDOT requirements is necessary to maintain the City's eligibility for Federal Aid on road projects.

The total increase for P & N to assist with construction administration is \$26,900. The overall total for all services is \$430,400.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund, Capital Outlay Major Street Construction Account No. 202-441-46300-972.502, but a budget amendment is necessary.

CITY OF WYOMING

CONTRACT AMENDMENT 2

Prein & Newhof, Inc.

This Contract Amendment to the Professional Services Contract for the design and construction administration of Kenowa Avenue (MDOT JN216294) and Clyde Park Avenue (MDOT JN216293) is made as of May 7, 2024 (Effective Date) and amends the Professional Services Contract dated as of September 6, 2022 between the City of Wyoming (City) and Prien & Newhof, Inc. (Professional)

RECITALS

- A. City wishes to add additional design services and increased construction administration services for the Gezon Parkway and 54th Street resurfacing project (Added Services).
- B. Professional submitted a proposal dated April 24, 2024, for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Amendment, including the compensation stated in the proposal, the parties agree:

- 1. Professional will perform the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Professional Services Contract remain in full effect.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli VandenBerg, City Clerk

Date signed: _____, 2024

Approved as to form:

Scott G. Smith, City Attorney

Prein & Newhof, Inc.

By: _____
[Signature of officer, director or principal of Professional]
JASON WASHLER, VICE PRES.
(Typed/Printed Name & Title of Person Signing for Professional)

Date signed: 4/25, 2024

EXHIBIT A
PROPOSAL

April 24, 2024

Jeff Oonk, PE
City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509

RE: Kenowa Avenue (MDOT JN216294) and Clyde Park Avenue (MDOT JN216293)

Dear Mr. Oonk:

It's our understanding that you would like Prein&Newhof to provide certified office technician services for the above referenced project. These services will include tasks before construction starts, during construction and after construction until the project is closed including the MDOT file audit.

All construction inspection, survey and material testing services will be provided by City staff or other consultants. The construction inspector and the project engineer will work directly with our certified office technician, Ethan Bancroft.

Based on our review of the plans, we are anticipating the project will take approximately 8 weeks to construct. We have also included 2 additional weeks as a contingency.

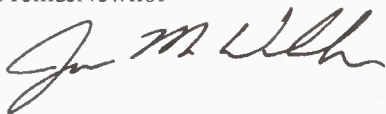
We propose to provide these services for a not-to-exceed fee of \$26,900. See enclosed for a detailed breakdown of our fee.

We appreciate the relationship that Wyoming and Prein&Newhof have developed over the past several years. We have worked very hard to earn your trust and will continue to do so moving forward.

Please call if you have any questions.

Sincerely,

Prein&Newhof



Jason M. Washler, PE

JMW/jmw

Enclosure: Fee Worksheet

Construction Services Estimate

Date: April 24, 2024

Client
 Jeff Oonk, PE
 City of Wyoming

Project Description
MDOT LAP 41000-216293/216294: 2.37 mi of hot mix asphalt cold milling and resurfacing, concrete curb and gutter, curb ramps and pavement markings on Clyde Park Avenue from 44th Street northerly to 36th Street and Kenowa Avenue from 60th Street northerly to I-196 in the city of Wyoming, Kent County. This is a Local Agency project.

Description	Quantity	Rate	Amount
Project Office Technician: Phase 001		<i>Sub-total</i>	\$26,900
- Project setup FieldManager & LCP Tracker + Review contractor submittals	16 hrs	\$143	\$2,288
- Construction Phase: 8 weeks-Review of IDR's/Payrolls/Materials/Contract Mods & Estimates	96 hrs	\$143	\$13,728
- Construction Phase: 2 week Contingency	24 hrs	\$143	\$3,432
- Project Balancing: Review all project items with contractors.	12 hrs	\$143	\$1,716
- Project Closeout: Prepare for MDOT Final Project Review+complete project closeout.	40 hrs	\$143	\$5,720
TOTAL			\$26,900

Special Notes and Instruction
 This is our best estimated cost for providing Full Office Technician duties and Certified Payroll Reviews based on the project scope and contract time allowed to construct the project. Estimating 8 weeks of full construction plus a week prior for project setup and a week following construction for balancing quantities with all contractors. Additionally 40 hours to complete the MDOT Final Project Review and complete the project closeout.



Estimate prepared by Prein&Newhof,
 Project Manager: Ethan Bancroft
 (c:) 231-349-5023
 ebancroft@preinnewhof.com

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE
2024 WYOMING RESURFACING PROJECT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On April 30, 2024, the City received two (2) bids for the 2024 Wyoming Resurfacing Project with Michigan Paving and Materials, Co. submitting the low bid of \$4,485,985.55.
2. The bid is \$148,169.95 or 3.2% below the engineer's estimate and is in the best interest of the City to perform the aforementioned work.
3. The costs for this project can be financed out of the Major and Local Streets Funds, Capital Outlay Street Resurfacing Account Nos. 202-441-46300-972.510 and 203-441-46300-972.510 but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the bid for the 2024 Wyoming Resurfacing Project from Michigan Paving and Materials, Co. for \$4,485,985.55.
2. The City Council authorizes \$225,000 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.
5. The City Council approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Map

Bid Tab

Contract Form

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT


Date: May 6, 2024

Budget Amendment No. 050

To the Wyoming City Council:

A net neutral budget amendment is requested to authorize the transfer of funds from the Major Streets Fund to the Local Streets Fund to provide the necessary funds to accommodate the 2024 local street resurfacing project.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Major Street Construction				
202-441-46300-972.510	\$ 5,614,158.00		4,765,000.00	\$ 849,158.00
Public Works - Transfers to Local Streets				
202-441-48400-999.002	\$ 143,000.00	\$ 4,765,000.00		\$ 4,908,000.00
Fund Balance/Working Capital (Fund 202)		<u>\$ -</u>	<u>\$ -</u>	
<u>Local Streets Fund</u>				
Transfers from Major Streets				
203-699-002	\$ 143,000.00	\$ 4,765,000.00		\$ 4,908,000.00
Public Works - Street Maintenance - Capital Outlay Major Street Construction				
203-441-46300-972.510	\$ 1,397,661.00	\$ 4,765,000.00		\$ 6,162,661.00
Fund Balance/Working Capital (Fund 203)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: April 30, 2024
 Subject: 2024 Wyoming Resurfacing Project – Award of Bid
 From: Jeffrey Oonk, Senior Civil Engineer
 CC: Russ Henckel, Assistant Director of Public Works - Engineering
 Meeting Date: May 6, 2024

RECOMMENDATION:

It is recommended the City Council award the 2024 Wyoming Resurfacing Project to Michigan Paving and Materials Co. in the amount of \$4,485,985.55 and approve a contingency of \$225,000 for a total of \$4,710,985.55.

COMMUNITY, SAFETY, STEWARDSHIP:

Street resurfacing maintains the infrastructure that allows for safe, convenient, and efficient vehicular travel within Wyoming.

DISCUSSION:

Part of the City of Wyoming’s annual major maintenance of streets includes rotomilling and resurfacing asphalt pavement. The 2024 Wyoming Resurfacing Program includes locations throughout the City as shown on the attached map. These streets are currently in need of repair to extend the life of the pavement section.

On April 30, 2024, the City received two (2) bids for the 2024 Wyoming Resurfacing Program with Michigan Paving and Materials Co., submitting the low bid of \$4,485,985.55. The bid is \$148,169.95 or 3.2% below the Engineer’s Estimate.

TABULATION:

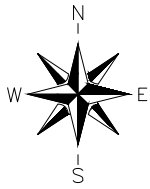
Bid Tabulation is attached.

BUDGET IMPACT:

Street resurfacing can be financed out of the Major Streets Fund, Capital Outlay Street Resurfacing Account No. 202-441-46300-972.510 and the Local Streets Fund, Capital Outlay Street Resurfacing Account No. 203-441-46300-972.510, but a budget amendment is necessary.

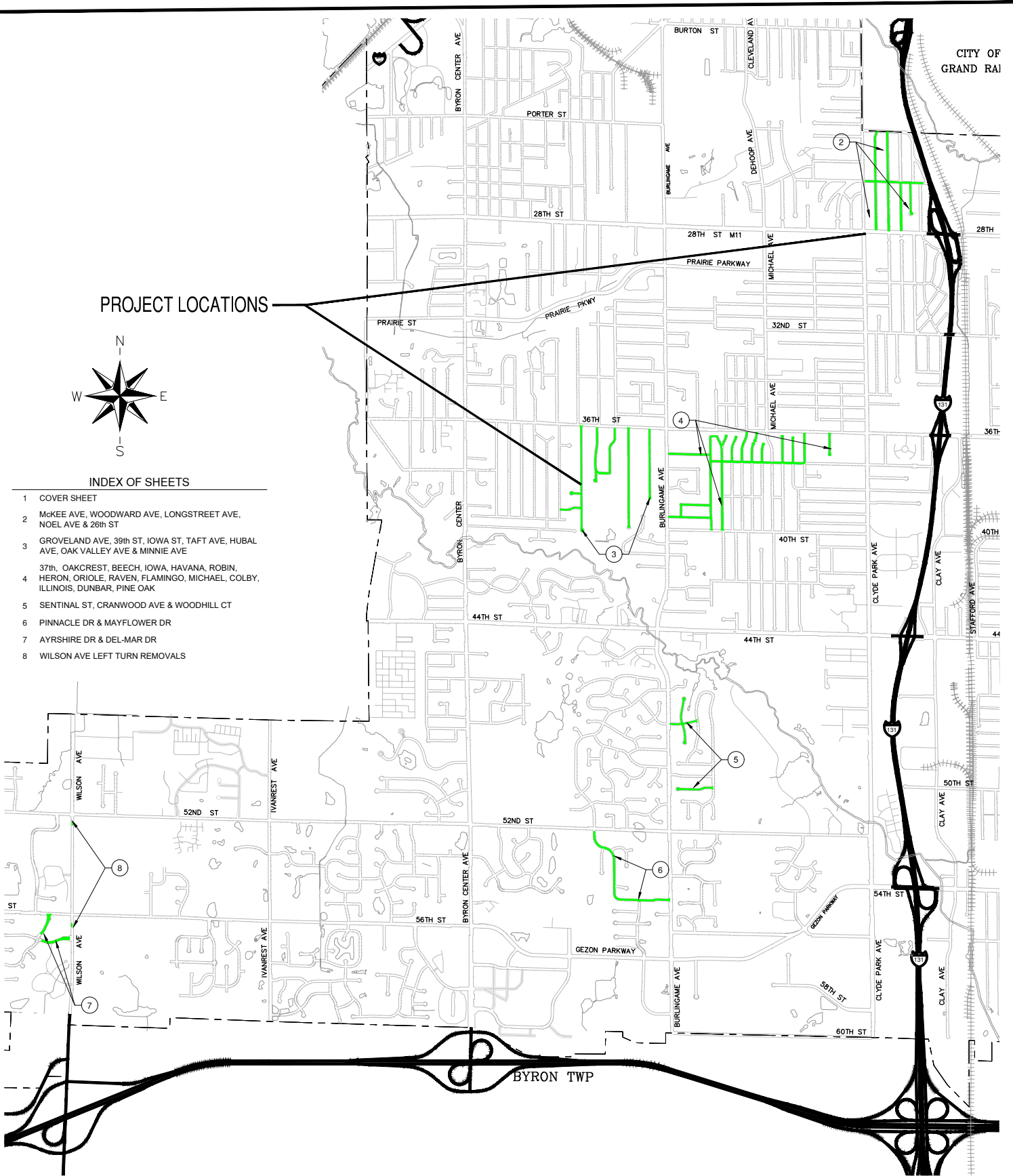
Resurfacing Contract	\$4,485,985.55
Engineering & Testing	89,014.45
Contingency	<u>\$225,000.00</u>
Project Total Cost	\$4,800,000.00
Local Streets Fund	\$4,765,000.00
Major Streets Fund	<u>\$35,000.00</u>
Total Project Funding	\$4,800,000.00

PROJECT LOCATIONS



INDEX OF SHEETS

- 1 COVER SHEET
- 2 McKEE AVE, WOODWARD AVE, LONGSTREET AVE, NOEL AVE & 28th ST
- 3 GROVELAND AVE, 39th ST, IOWA ST, TAFT AVE, HUBAL AVE, OAK VALLEY AVE & MINNIE AVE
- 4 37th, OAKCREST, BEECH, IOWA, HAVANA, ROBIN, HERON, ORIOLE, RAVEN, FLAMINGO, MICHAEL, COLBY, ILLINOIS, DUNBAR, PINE OAK
- 5 SENTINAL ST, CRANWOOD AVE & WOODHILL CT
- 6 PINNACLE DR & MAYFLOWER DR
- 7 AYRSHIRE DR & DEL-MAR DR
- 8 WILSON AVE LEFT TURN REMOVALS



2024 LOCAL RESURFACING

Bid Comparison

Contract ID: 2024.04
Description: 2024 resurfacing
Location: areawide
Projects(s): 2024.04

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$4,634,155.50	3.30%	0.00%
1	(_23) Michigan Paving & Materials Co.	\$4,485,985.55	0.00%	-3.19%
2	(_21) Rieth-Riley Construction	\$4,647,780.61	3.60%	0.29%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving & Materials Co.		(2) Rieth-Riley Construction	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$125,000.00	\$125,000.00	\$215,000.00	\$215,000.00	\$60,000.00	\$60,000.00
	MOBILIZATION								
0002	1008	23,589	Ft	\$10.00	\$235,890.00	\$8.50	\$200,506.50	\$12.00	\$283,068.00
	REMOVE CURB AND GUTTER								
0003	1035	4,275	Syd	\$15.00	\$64,125.00	\$14.00	\$59,850.00	\$14.00	\$59,850.00
	REMOVE SIDEWALK								
0004	1045	3,358	Syd	\$5.00	\$16,790.00	\$14.00	\$47,012.00	\$14.00	\$47,012.00
	REMOVE PAVEMENT								
0005	1142	328	Ea	\$200.00	\$65,600.00	\$250.00	\$82,000.00	\$250.00	\$82,000.00
	REMOVE EX COVER AND CASTINGS								
0006	1170	5	Ft	\$16.00	\$80.00	\$50.00	\$250.00	\$50.00	\$250.00
	REMOVE EX WATERMAIN								
0007	1216	134,404	Syd	\$2.00	\$268,808.00	\$3.95	\$530,895.80	\$0.79	\$106,179.16
	COLD MILL - 3.5"								
0008	1550	70	Syd	\$10.00	\$700.00	\$22.00	\$1,540.00	\$22.00	\$1,540.00
	REMOVE CONCRETE								
0009	4029	1	Ea	\$1,750.00	\$1,750.00	\$900.00	\$900.00	\$900.00	\$900.00
	CATCH BASIN COVER - DOUBLE - ADA								
0010	4030	6	Ea	\$1,500.00	\$9,000.00	\$900.00	\$5,400.00	\$900.00	\$5,400.00
	CATCH BASIN COVER - ADA								
0011	4031	298	Ea	\$725.00	\$216,050.00	\$600.00	\$178,800.00	\$600.00	\$178,800.00
	COVER AND CASTING								
0012	4032	15	Ea	\$1,000.00	\$15,000.00	\$594.00	\$8,910.00	\$594.00	\$8,910.00
	CATCH BASIN COVER AND CASTING								
0013	4033	1	Ea	\$2,000.00	\$2,000.00	\$825.00	\$825.00	\$825.00	\$825.00
	CATCH BASIN COVER AND CASTING - DOUBLE								
0014	5040	1	Ea	\$6,000.00	\$6,000.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00
	HYDRANT								
0015	5065	22	Ea	\$250.00	\$5,500.00	\$350.00	\$7,700.00	\$350.00	\$7,700.00
	ADJUST EX VALVE BOX								
0016	5067	3	Ea	\$200.00	\$600.00	\$160.00	\$480.00	\$160.00	\$480.00
	NEW VALVE BOX, TOP ONLY								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving & Materials Co.		(2) Rieth-Riley Construction	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	5076	1	Ea	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
	VALVE 6"								
0018	5101	20	Ft	\$200.00	\$4,000.00	\$140.00	\$2,800.00	\$140.00	\$2,800.00
	D.I. CL 53 WATERMAIN 6"								
0019	5201	1	Ea	\$500.00	\$500.00	\$780.00	\$780.00	\$780.00	\$780.00
	6" D.I. WATERMAIN FITTING								
0020	6010	68	Syd	\$15.00	\$1,020.00	\$24.00	\$1,632.00	\$24.00	\$1,632.00
	PLACE SAND CLII SUBBASE (AS REQUIRED)								
0021	6139	125	Syd	\$20.00	\$2,500.00	\$28.00	\$3,500.00	\$28.00	\$3,500.00
	4" AGGREGATE BASE (CIP)								
0022	6210	25,350	Sft	\$5.25	\$133,087.50	\$4.00	\$101,400.00	\$5.50	\$139,425.00
	SIDEWALK RAMP, 4"								
0023	6217	976	Ft	\$80.00	\$78,080.00	\$75.00	\$73,200.00	\$75.00	\$73,200.00
	DETECTABLE WARNING PLATES								
0024	6220	80	Ft	\$25.00	\$2,000.00	\$39.00	\$3,120.00	\$39.00	\$3,120.00
	CONCRETE GUTTER, 48"								
0025	6230	520	Ft	\$22.00	\$11,440.00	\$25.75	\$13,390.00	\$25.75	\$13,390.00
	CONCRETE ISLAND CURB AND GUTTER, 18"								
0026	6240	23,209	Ft	\$19.00	\$440,971.00	\$15.00	\$348,135.00	\$22.25	\$516,400.25
	CONCRETE CURB AND GUTTER, 30"								
0027	6270	12,278	Sft	\$4.00	\$49,112.00	\$4.00	\$49,112.00	\$5.50	\$67,529.00
	CONCRETE SIDEWALK, 4"								
0028	6272	900	Sft	\$8.00	\$7,200.00	\$8.50	\$7,650.00	\$8.50	\$7,650.00
	CONCRETE SIDEWALK, 8"								
0029	6280	2,910	Syd	\$36.00	\$104,760.00	\$45.00	\$130,950.00	\$45.00	\$130,950.00
	CONCRETE PAVEMENT NON REINFORCED, 4"								
0030	6284	250	Syd	\$65.00	\$16,250.00	\$76.50	\$19,125.00	\$76.50	\$19,125.00
	CONCRETE PAVEMENT NON REINFORCED, 8"								
0031	6295	374	Ea	\$300.00	\$112,200.00	\$350.00	\$130,900.00	\$350.00	\$130,900.00
	ADJUST CASTINGS								
0032	6296	3	Ea	\$570.00	\$1,710.00	\$700.00	\$2,100.00	\$700.00	\$2,100.00
	REBUILD DRAINAGE STRUCTURE								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving & Materials Co.		(2) Rieth-Riley Construction	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	6297	8	Ea	\$200.00	\$1,600.00	\$400.00	\$3,200.00	\$400.00	\$3,200.00
	REPAIR EX DRAINAGE STRUCTURE								
0034	6305	220	Ton	\$160.00	\$35,200.00	\$125.00	\$27,500.00	\$140.00	\$30,800.00
	HAND PATCHING								
0035	6344	99	Ton	\$80.00	\$7,920.00	\$165.00	\$16,335.00	\$123.30	\$12,206.70
	HMA MIXTURE - 4EMH								
0036	6345	20	Ton	\$80.00	\$1,600.00	\$285.00	\$5,700.00	\$230.00	\$4,600.00
	HMA MIXTURE - 5EMH								
0037	6347	17,742	Ton	\$77.00	\$1,366,134.00	\$60.25	\$1,068,955.50	\$74.88	\$1,328,520.96
	HMA MIXTURE - 4EML								
0038	6348	12,753	Ton	\$80.00	\$1,020,240.00	\$62.81	\$801,015.93	\$79.18	\$1,009,782.54
	HMA MIXTURE - 5EML								
0039	6410	380	Ft	\$0.10	\$38.00	\$5.00	\$1,900.00	\$5.00	\$1,900.00
	PAVT MRKG, INLAID COLD PLASTIC, 4" WHITE								
0040	6442	1	Ea	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
	PAVT MRKG, INLAID COLD PLASTIC, RIGHT TURN ARROW								
0041	7005	4,825	Syd	\$6.00	\$28,950.00	\$8.00	\$38,600.00	\$8.00	\$38,600.00
	TOP SOIL 4" SCREENED								
0042	7015	4,825	Syd	\$2.00	\$9,650.00	\$1.40	\$6,755.00	\$1.40	\$6,755.00
	CLASS A SEED HYDRO-MULCH								
0043	8000	1	LSUM	\$50,000.00	\$50,000.00	\$129,028.82	\$129,028.82	\$142,000.00	\$142,000.00
	FLAG CONTROL								
0044	8010	1	LSUM	\$100,000.00	\$100,000.00	\$128,897.00	\$128,897.00	\$90,500.00	\$90,500.00
	MINOR TRAFFIC CONTROL DEVICES								
0045	8115	300	Ea	\$24.00	\$7,200.00	\$40.00	\$12,000.00	\$29.00	\$8,700.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0046	8116	300	Ea	\$1.00	\$300.00	\$1.45	\$435.00	\$1.00	\$300.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0047	8120	4	Ea	\$950.00	\$3,800.00	\$2,000.00	\$8,000.00	\$950.00	\$3,800.00
	LIGHTED ARROW TYPE A - FURNISHED								
0048	8121	4	Ea	\$250.00	\$1,000.00	\$25.00	\$100.00	\$250.00	\$1,000.00
	LIGHTED ARROW TYPE A - OPERATED								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Michigan Paving & Materials Co.		(2) Rieth-Riley Construction	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
Bid Totals:					\$4,634,155.50		\$4,485,985.55		\$4,647,780.61

CONTRACT FORM

Page 1 of 2

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 Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for 2024 Wyoming Resurfacing Program

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:

Michigan Paving + Materials Co.

LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

CORPORATION MICHIGAN

FORM OF BUSINESS and STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

4080 36TH ST SE

ADDRESS

GRAND RAPIDS

CITY

MI

STATE

49512

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:

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. 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.

CONTRACT FORM, CONTINUED

Page 2 of 2

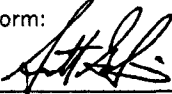
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Kent Vanderwood, Mayor


By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: 

Signature of Bidder

NICHOLAS BYRNE

Printed Name of Bidder

ESTIMATOR

Title

Date signed: **4.30.24**

RESOLUTION NO. _____

RESOLUTION TO CANCEL THE PREVIOUSLY APPROVED PURCHASE
OF A DODGE DURANGO POLICE ADMINISTRATIVE VEHICLE AND
APPROVE THE PURCHASE OF A
CHEVROLET BLAZER POLICE ADMINISTRATIVE VEHICLE

WHEREAS:

1. City Council adopted Resolution number 27771 on July 3, 2023, authorizing the purchase of a Dodge Durango police administrative vehicle from LaFontaine Dodge using MiDEAL contract pricing in the total amount of \$38,970.00.
2. As detailed in the attached staff report, it is recommended the order be cancelled as the vehicle has not been received and also is no longer available.
3. It is also recommended; City Council authorize the purchase of one Chevrolet Blazer police administrative vehicle from Berger Chevrolet using Oakland County contract pricing in the total estimated amount of \$36,951.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the cancellation and terminates the previously approved purchase of a Dodge Durango police administrative vehicle and rescinds the purchase authorized via Resolution number 27771.
2. City Council authorizes the purchase of a Chevrolet Blazer police administrative vehicle using the Oakland County contract pricing in the total estimated amount of \$36,951.00.
3. 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 this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

DATE: March 16, 2024

SUBJECT: Police Department Vehicle Order Cancellation and Purchase from Alternate Supplier

FROM: Donald Roest, Fleet Services Supervisor

Date of Meeting: May 6, 2024

RECOMMENDATION:

It is recommended that the City Council authorize the cancellation of the Police Department Administrative vehicle order from LaFontaine Dodge and authorize the purchase of one Chevrolet Blazer from Berger Chevrolet, Inc. in the amount of \$36,951.00, utilizing Oakland County Contract # 010430.

COMMUNITY, SAFETY, STEWARDSHIP:

The purchase of this vehicle will ensure that Police Department staff have the appropriate vehicles to continue to provide high quality service and safety to all residents of the community. Utilizing cooperative purchasing agreements saves staff time and expense.

DISCUSSION:

On July 3rd, 2023, the City Council approved, by Resolution 27771, the purchase of a Dodge Durango from LaFontaine Dodge in the amount of \$38,970.00. When this car was delivered in November of 2023, it was found that it had a different engine than what was specified and ordered so it was returned. LaFontaine Dodge has not since been able to produce the specified vehicle. Additionally, the 2023 vehicle pricing and model that was specified is no longer available.

Following this, Fleet staff worked with Police Department staff to identify and evaluate an alternative, comparable vehicle. The Chevy Blazer vehicles were identified as a viable alternative, and pricing was obtained from Berger Chevrolet using Oakland County Contract # 010430. Total cost for this vehicle will be \$36,951.00. This vehicle will be available within 3 months and costs \$2,019.00 less than the original order.

Therefore, staff are requesting City Council authorize the cancellation of the vehicle order from LaFontaine Dodge and authorize the purchase of a replacement vehicle from Berger Chevrolet. Cancellation of the order from LaFontaine Dodge will not result in any negative impact to the city.

BUDGET IMPACT:

Sufficient funds are available in the Motor Pool Capital Outlay Account 662-441-58500-985.000.

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF A SLUDGE GRINDER

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from JWC Environmental for the purchase of one Muffin Monster sludge grinder for the Clean Water Plant in the total amount of \$14,949.86.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from JWC Environmental for the purchase of one sludge grinder in the total amount of \$14,949.86.
2. The City Council authorizes the Mayor and City Clerk to sign the quote.
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 May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: April 23, 2024
Subject: Purchase of a Sludge Grinder
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: May 6, 2024

RECOMMENDATION:

It is recommended the City Council accept the quote as provided by JWC Environmental for the purchase of one Muffin Monster sludge grinder at the Clean Water Plant in the amount of \$14,949.86.

COMMUNITY, SAFETY, STEWARDSHIP:

Stewardship of our assets, including the replacement of worn-out utility equipment, contributes to the efficiency of the plant process and prevents costly repairs that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

Sludge grinders are used at the Clean Water Plant to contend with debris and reduce oversized solids or rags in the waste stream. This important function protects plant equipment such as pumps and valves which can be damaged by harder debris or fouled by rags or other stringy materials in the sludge.

One such Muffin Monster sludge grinder which was originally installed in 2002, experienced a failure that damaged internal grinder components. Considering the grinder is over twenty years old and has served its useful life, it is recommended to replace the sludge grinder.

Therefore, JWC Environmental was contacted to quote a replacement grinder. JWC Environmental is the inventor, owner, and manufacturer of the Muffin Monster and is the exclusive source of the equipment. They provided a quote for the direct replacement of one Muffin Monster sludge grinder in the amount of \$14,949.86. JWC Environmental has been a reputable supplier for other past purchases and has provided



excellent customer service. Upon receipt of the new sludge grinder, highly skilled Clean Water Plant staff will perform the installation.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant Capital Account #590-590-54400-986.444.



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 242-0240

Customer: 5039562
 Aaron Rice
 Wyoming, City of
 Accounting Department
 PO Box 905
 Wyoming, MI 49509

 US - UNITED STATES

 aaron.rice@wyomingmi.gov

Quote Number: C-124490-T0Z9
Quote Date: 04/18/2024
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 4-5 Weeks ARO / Shipping & Handling Included
Grinder Serial #: G006492-2-1
Ticket #: C-124490-T0Z9

Project: Wyoming, City Of Clean Water Plant

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

Part Number	Description	Qty	Unit Price	Extended Price
30004T-1200	30004T-1200 Muffin Monster Renew 11T Cam Cutters 1:1 Stack Hardened Alloy STL Buna N Elastomers Cork & Rubber Gaskets Motor Type: Electric Less Motor NEW 29:1 Reducer NEW Spool Less 8" Pipe Dia. Unibody Housing Grinder SN: TBD Paint: Epoxy Green	1	\$14,949.86	\$14,949.86
Shipping	Shipping & Handling	1	\$0.00	\$0.00

Please verify serial number is correct.

Sub Total \$14,949.86
Tax
Total \$14,949.86

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order..
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Clarifications and Exceptions

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale. - As amended
2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Thank-You for your Business!

JWC Environmental Inc
Irene Gomez
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Please provide the following information. Failure to do so may delay processing of order. Quote #: C-124490-T0Z9

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email servicesales@jwce.com

Signature: _____

Date: _____

Approved as to form:

Scott G. Smith, City Attorney



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and/or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Product use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by Buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY - Not used

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS. OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM DELL MARKETING LP
FOR THE PURCHASE OF MICROSOFT SERVER LICENSES

WHEREAS:

1. On October 16, 2023, City Council adopted Resolution number 27882 accepting a proposal from Tetra Tech to perform SCADA system upgrades.
2. As detailed in the attached staff report, it is recommended City Council accept a quote from Dell Marketing LP, using State of Michigan MiDEAL cooperative contract pricing, for the purchase of Microsoft server licenses to support the Clean Water Plant SCADA upgrade in the total estimated amount of \$25,647.44.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Dell Marketing LP for the purchase of Microsoft server licenses in the total estimated amount of \$25,647.44.
2. The City Council authorizes the Mayor and City Clerk to sign an agreement in a form acceptable to the City Attorney.

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 May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: May 1, 2024
Subject: Purchase of Microsoft Server Licenses
From: Paul Gerndt, Director of Information Technology
Meeting Date: May 6, 2024

RECOMMENDATION:

It is recommended City Council accept a quote in the amount of \$25,647.44 from Dell Marketing LP, for the purchase of Microsoft Windows Server 2022 Datacenter Edition licenses and Microsoft SQL Server Standard Edition Licenses to support the Clean Water Plant SCADA environment upgrade.

COMMUNITY, SAFETY, STEWARDSHIP:

The SCADA system is the computerized monitoring and control system of the Clean Water Plant, allowing skilled staff the oversight, control, and ability to ensure proper treatment of wastewater. Proper licensing of the control software and requisite underlying technologies such as Microsoft Windows Server and Microsoft SQL Server is a form of careful and responsible management of city resources.

DISCUSSION:

On October 16, 2023, City Council approved a contract for Clean Water Plant (CWP) SCADA system upgrades. The upgrade requires a refresh of the underlying server hardware and operating systems, including several Microsoft Windows 2022 Virtual Servers and a Microsoft SQL database server.

Microsoft Windows Server 2022 can be licensed in various ways, as detailed in the Microsoft Windows Server 2022 Licensing Guide. The datacenter method of licensing is a cost-effective way to license Microsoft Windows Server in a virtualized environment. It allows the creation of any number of virtual Windows servers without the need to purchase and manage an individual license for each virtual server. Datacenter licensing is based on processor capabilities (cores) contained in the physical hosting hardware. Licenses are sold in multi-core license packs. The server hardware recently purchased for the CWP requires five (5) 16-core license packs to achieve compliance with Microsoft's licensing agreement.

Microsoft SQL Server can be licensed in various ways, as detailed in the Microsoft SQL Server Licensing Guide. The Core Licensing model is the most cost-effective method for the City's SQL Server use case. Microsoft SQL Server Core licenses are sold in two-packs with a 4-license minimum required. Two Microsoft SQL Server Core License 2-packs are needed to meet Microsoft's requirement.

Microsoft Server licenses are available under the Michigan Master Computing Program contract (MiDeal) contract #071B6600111, as established between Dell Marketing LP and the State of Michigan in 2016 and renewed periodically through July 31, 2026. The MiDeal contract provides specific minimum discounts off the verifiable price index (VPI). VPI is defined in the contract as “prices recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by Contractor and is published or otherwise available for customer inspections.” The discount from VPI for Microsoft server licensing is 16.88%. Dell is a vendor designated by the State for fulfillment of Microsoft Licensing products.

BUDGET IMPACT:

Sufficient funds are planned in the current fiscal year as part of the Clean Water Plant’s SCADA Upgrade project, in account #590-590-54400-986.444, and in the Clean Water Plant’s Software account #590-590-54300-806.000.

Enclosure:

Quote



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	1003195761955.1	Sales Rep	Tom Payne
Total	\$25,647.44	Phone	(800) 456-3355, 7288039
Customer #	45120039	Email	Thomas_A_Payne@Dell.com
Quoted On	Apr. 25, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	May. 25, 2024		CITY OF WYOMING
Contract Code	C000000009850		1155 28TH ST SW
Customer Agreement #	071B6600111		WYOMING, MI 49509-2825

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Tom Payne

Shipping Group

Shipping To	Shipping Method
SHELBY ENGEL CITY OF WYOMING 2450 36TH ST SW OFC A WYOMING, MI 49519-6111 (616) 824-1379	2nd Day-Charge Ground

Product	Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER DC PER 16 CORE LIC 2022	\$4,083.04	5	\$20,415.20
VLA SQL SERVER PER 2 LIC 2022	\$2,616.12	2	\$5,232.24

Subtotal:	\$25,647.44
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$0.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: **\$25,647.44**



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of AI for your data

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Generative AI success

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Shipping Group Details

Shipping To

SHELBY ENGEL
 CITY OF WYOMING
 2450 36TH ST SW
 OFC A
 WYOMING, MI 49519-6111
 (616) 824-1379

Shipping Method

2nd Day-Charge Ground

	Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER DC PER 16 CORE LIC 2022	\$4,083.04	5	\$20,415.20
Contract # C000000009850 Customer Agreement # 071B6600111			

Description	SKU	Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER DC PER 16 CORE LIC 2022	AB784339	-	5	-

	Unit Price	Quantity	Subtotal
VLA SQL SERVER PER 2 LIC 2022	\$2,616.12	2	\$5,232.24
Contract # C000000009850 Customer Agreement # 071B6600111			

Description	SKU	Unit Price	Quantity	Subtotal
VLA SQL SERVER PER 2 LIC 2022	AC413748	-	2	-

Subtotal:	\$25,647.44
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$25,647.44

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM Q-MATION
FOR THE PURCHASE OF THINMANAGER® SOFTWARE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Q-Mation for the purchase of ThinManager® software to support the Clean Water Plant SCADA environment upgrade in the total amount of \$40,945.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Q-Mation for the purchase of ThinManager® software.
2. The City Council authorizes the Mayor and City Clerk to sign an agreement in a form acceptable to the City Attorney.

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 May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal

Resolution No. _____

STAFF REPORT

Date: May 1, 2024
Subject: Purchase of Thin Manager Software
From: Paul Gerndt, Director of Information Technology
Meeting Date: May 6, 2024

RECOMMENDATION:

It is recommended City Council accept a proposal in the amount of \$40,945 from Q-Mation, for the purchase of ThinManager® software to support the ongoing Clean Water Plant SCADA environment upgrade.

COMMUNITY, SAFETY, STEWARDSHIP:

The SCADA system is the computerized monitoring and control system of the Clean Water Plant, allowing skilled staff the oversight, control, and ability to ensure proper treatment of wastewater. The architecture of the SCADA system improves security of the plant by segregating the operations technology (OT) network from the plant's information technology (IT) network. ThinManager software is used to provide redundant management of the thin clients used to manage plant operations within the SCADA environment.

DISCUSSION:

On October 16, 2023, City Council accepted a proposal from Tetra Tech for Clean Water Plant (CWP) SCADA system upgrades. Tetra Tech, the City's trusted integrator, has secured on behalf of the City of Wyoming the attached quote from Q-Mation for ThinManager software. Q-mation, Inc. is an exclusive sales, support, and training organization for AVEVA software solutions (previously the WonderWare company), and the vertical market channel partner for Tetra Tech.

The software specified includes 19 licenses of ThinManager software with Software Maintenance, plus 19 licenses of **redundant** ThinManager software with Software Maintenance at a reduced rate. Redundancy provides continued operations of all 19 thin clients on a redundant node in the case where the primary node should fail. This feature ensures plant operators and administrators continual visibility and control of plant operations.

ThinManager software is also used in other Utility operations. This quote is pro-rated so that the end of the first-year maintenance term coincides with the City's other licenses. City staff requested the co-terming to simplify annual maintenance renewals.

BUDGET IMPACT:

Sufficient funds are planned in the current fiscal year as part of the Clean Water Plant's SCADA Upgrade project, in account #590-590-54400-986.444.

Funds for ongoing software maintenance fees are included in the Fiscal 2025 budget request in account #590-590-54300-806.000 (software services).

Enclosure:

Q-Mation Proposal

April 17, 2024

TO: **Mick Jones**

FROM: **Gene Szafranski**

REF: **TetraTech_Jones_04172024TD**

Tetra Tech

Q-mation

Mick,

Here is a proposal based on your needs:

Part Number	Product Description	Qty.	Price each	Extended Price
ThinManager Licensing				
9541-TMF1-TMA	1 V-FLEX terminal connection perpetual license with 1st year of 8x5 Software Maintenance and ThinManager Activation. Features include: Relevance, MultiMonitor, WinTMC, MultiSession, SmartSession, IP and USB Camera support, Shadowing, Instant Failover, Redundant Ethernet, Virtual Screens, etc <ul style="list-style-type: none"> Aligns 8x5 Software Maintenance end date on new 19-Pack to 07/07/2025. End User: City of Wyoming Clean Water Treatment Plant (CWP) 	19	\$1,535	\$29,165
9541-TMFR1-TMA	1 V-FLEX redundancy terminal connection perpetual license with 1st year of Software Maintenance and ThinManager Activation. Features include: Relevance, MultiMonitor, WinTMC, MultiSession, SmartSession, IP and USB Camera support, Shadowing, Instant Failover, Redundant Ethernet, Virtual Screens, etc. <ul style="list-style-type: none"> Aligns 8x5 Software Maintenance end date on new 19-Pack to 07/07/2025. End User: City of Wyoming Clean Water Treatment Plant (CWP) 	19	\$620	\$11,780
	TOTAL			\$40,945

Simply call or e-mail me should you have any questions.

Best Regards,

Gene Szafranski
 Q-mation
gszafranski@q-mation.com

Ordering Information

E-mail, call, or fax your Purchase Order to:

Q-mation
425 Caredean Drive
Horsham, PA 19044

Email Sales@Q-mation.com

Fax (215) 675-9712

Phone (877) 900-4996

Terms & Conditions

1. Quotation is valid for 30 days from date of issue.
2. Quotation does not include any taxes. Tax exemption number must be on file or applicable taxes will be added.
3. Payment terms are Net 30 Days
4. Software delivery is 1 – 2 weeks ARO
5. Hardware Delivery is 1 – 2 weeks ARO
6. Transportation is prepaid and added
7. FOB is Q-mation | Horsham, PA

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

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 for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Disposable Paper Products and Cleaning Supplies	KSS Enterprises, Miner Supply Company, & Staples Contract & Commercial LLC	Bid prices as shown on the attached tabulation sheets and quotation.
Uniforms, Cold Weather Gear, and Employee Service Awards	Action Industrial Supply & Cintas Corporation	Bid prices as shown on the attached tabulation sheets.
Ready Mix Concrete	Consumers Concrete Corporation	Bid prices as shown on the attached tabulation sheet.

2. 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 May 6, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Tabulation Sheets
Quotation
Contracts

Resolution No. _____



STAFF REPORT

Date: April 2, 2024
Subject: Disposable Paper Products and Cleaning Supplies
From: Dan Kleinheksel, Utility Maintenance Manager
Tim Montgomery, Parks Maintenance Foreman
Troy Rinks, Facilities, Maintenance Foreman
Meeting Date: May 6, 2024

RECOMMENDATION:

It is recommended City Council award the bid for disposable paper products and cleaning supplies to KSS Enterprises in the percentage discounts off the distributors manufacturer’s list prices, Miner Supply Company at the bid prices as shown on the attached quotation, and Staples Contract & Commercial LLC using Sourcewell cooperative contract prices.

COMMUNITY, SAFETY, STEWARDSHIP:

Disposable paper products and cleaning products play an essential role in our daily lives. Keeping the City facilities and parks clean is essential. Removing soils, germs and other contaminants help prevent the spread of infectious diseases and control allergens, such as dust and mold, helping to keep both employees and citizens healthy.

DISCUSSION:

On April 2, 2024, four responses were received in answer to our invitation to bid on disposable paper products and cleaning supplies for a three year period. Forty-five invitations to bid were sent to and/or downloaded by prospective bidders.

KSS Enterprises	Percentage discount from the manufacturer’s list prices.
Miner Supply Company	Submitted pricing as shown on the attached quotation.
Staples Contract & Commercial LLC	Sourcewell cooperative purchase contracts 012320-SCC and 101320-SCC.
Action Chemical	Did not submit pricing.

The disposable paper products and cleaning supplies are required for the City's buildings and parks. City departments use different products based on their needs and current dispensing equipment at their location. It is recommended awarding the bid to KSS Enterprises, Miner Supply Company, and Staples & Commercial LLC to meet the individual needs of each department.

BUDGET IMPACT:

Disposable paper products are purchased as required throughout the year and funds are budgeted in the various departmental accounts.

The estimated expenditure for disposable paper products during the coming year is expected to total approximately \$52,000.00.

Attachments:

Tab Sheet

Quotation

Contracts

LAJ/laj

CITY OF
WYOMING

Tabulation of Bids									
for Disposable Paper Products and Cleaning Supplies									
Opened by the City Clerk on April 2, 2024 at 11:00 AM O'Clock (Bid #2169)									
	KSS Enterprises			Staples Contract & Commercial LLC			Miner Supply Company		
	Year 1 <small>(6/1/24 - 5/31/25)</small>	Year 2 <small>(6/1/25 - 5/31/26)</small>	Year 3 <small>(6/1/26 - 5/31/27)</small>	Year 1 <small>(6/1/24 - 5/31/25)</small>	Year 2 <small>(6/1/25 - 5/31/26)</small>	Year 3 <small>(6/1/26 - 5/31/27)</small>	Year 1 <small>(6/1/24 - 5/31/25)</small>	Year 2 <small>(6/1/25 - 5/31/26)</small>	Year 3 <small>(6/1/26 - 5/31/27)</small>
Kimberly Clark	43%	43%	43%	Sourcewell contract #'s 012320-SCC and 101320-SCC			See Attached Quotation		
Net Choice	42%	42%	42%						
SCA	40%	40%	40%						
Tork	40%	40%	40%						
Essity	40%	40%	40%						
Cottonelle	43%	43%	43%	Sourcewell contract #'s 012320-SCC and 101320-SCC					
Georgia Pacific	40%	40%	40%						
Hillyard	37%	37%	37%						
Inteplat Group	43%	43%	43%						
Buckeye Int'l	40%	40%	40%						
Chlorox Professional	45%	45%	45%						
P&G Professional	45%	45%	45%						
Claire	38%	38%	38%						
Canberra	38%	38%	38%						
Diamond	45%	45%	45%						
GOJO	50%	50%	50%						
Fresh	25%	25%	25%						
Rubbermaid	25%	25%	27%						
Carlisle	40%	40%	40%						
Frank Miller & Sons	50%	50%	50%						
Microfiber & More	45%	45%	45%						
3M	30%	30%	30%						
Impact Products	45%	45%	45%						
Americo	45%	45%	45%						
Ettore	36%	36%	36%						
VonDrehle	45%	45%	45%						
Bedford	50%	50%	50%						
Hospeco	25%	25%	25%						
Dart	25%	25%	25%						
Sellars	37%	37%	37%						
Tronex	50%	50%	50%						
Safety Zone	60%	60%	60%						
Portico	55%	55%	55%						
Dial Professional	50%	50%	50%						
Pitt Liners	43%	43%	43%						
Betco	45%	45%	45%						
PPE Supplies	15%	15%	15%						
Safety Supplies	15%	15%	15%						
Warsaw Chemical	40%	40%	40%						
Bobick	40%	40%	40%						
Kleenline	40%	40%	40%						
Marcal Paper	45%	45%	45%						
Nilodor	35%	35%	35%						
Tennant	30%	30%	30%						
Clean Max	30%	30%	30%						
ProTeam	30%	30%	30%						
Advance	30%	30%	30%						
Clarke	30%	30%	30%						
Minuteman	30%	30%	30%						
Spartan	37%	37%	37%						

Sell To:
 City of Wyoming- Parks & Rec
 2660 Burlingame
 Wyoming, MI 49509

Ship To:
 City of Wyoming- Parks & Rec
 2660 Burlingame
 Wyoming, MI 49509

Date: 3/25/2024
Quote Number:
PO Number:
Ship Via:
FOB:
Terms:
Quoted By: Mike Lubbers












Photo	Item	Qty	Description	Unit Price	Total
	TK2461200-CS	1 CS	Tork® Advanced 2-Ply Bath Tissue Roll 4" x 3.8", White, 80/cs 500sh <i>Tork Advanced 2- Ply bath Tissue is a soft and absorbent bath tissue which tells the user that you care about their comfort. Handsomely embossed, it enhances softness.</i>	\$54.70	\$54.70
	MSDLXTP-CS	1 CS	Empress™ Elite 2 Ply Bath Tissue 4.5 x 3.25, 96/cs <i>Sophisticated and practical. The perfect choice for lodging, healthcare, offices, and fine restaurants. Make a statement to your patrons that you do not cut costs at the expense of their comfort.</i>	\$57.65	\$57.65
	TKHB1990A-CS	1 CS	Tork® Perforated 2-Ply Roll Towel 84 ct., White, 2 Ply, 30/cs <i>When you want to wipe up water and other spills, Tork® Perforated Roll Towels offer a soft and high bulk solution. White, Towel Size: 11" x 9". Roll Diameter: 4.4"; 2 Ply; Embossed.</i>	\$30.22	\$30.22
	TKRB8002-CS	1 CS	Tork® Universal Quality Hand Towel Roll 7.9" x 800', White, 6/cs <i>Offer the perfect combination of performance and value. Easy to load and maintain for ease of use. EcoLogo® Certified. H21 System. Roll Width: 7.9", Roll Diameter: 7.8"; White. Core Dia.: 1.9"; Use dispensers: 83TR, 86ECO, 84TR.</i>	\$36.69	\$36.69
	MS800KRAFT-CS	1 CS	Simple Earth Hardwound Towel 8" x 800', Natural, 6/cs	\$29.35	\$29.35
	SC300301-CS	1 CS	Spartan Lotionized Liquid Hand Cleaner Gal., 4/cs <i>High quality, everyday, all purpose hand cleaner. Lightly fragranced. Pink. Kosher and Pareve. pH 7.0-8.0. USDA: E1.</i>	\$42.65	\$42.65




Photo	Item	Qty	Description	Unit Price	Total
	MS60009L-CS	1 CS	Volk Clean Hand® General Purpose Black Nitrile Gloves <i>Large, 10/100/cs</i> Nitrile gloves provide excellent resistance to tears and puncture. Nitrile is three times more puncture resistant than latex of the same thickness, making it one of the best solutions for long-wearing durability. Offers superior chemical resistance for a wide range of common as well as harsh chemicals. In addition to nitrile's excellent tensile strength and durability, the gloves conform well with excellent elasticity resulting in a latex-like fit and feel. Nitrile's barrier properties make it the choice for foodservice, janitorial and sanitation safety. Also popular with "first responders", including EMS, police and others.	\$65.46	\$65.46
	MS60009XL-CS	1 CS	Volk Clean Hand® General Purpose Black Nitrile Gloves <i>XL, 10/100/cs</i> Nitrile gloves provide excellent resistance to tears and puncture. Nitrile is three times more puncture resistant than latex of the same thickness, making it one of the best solutions for long-wearing durability. Offers superior chemical resistance for a wide range of common as well as harsh chemicals. In addition to nitrile's excellent tensile strength and durability, the gloves conform well with excellent elasticity resulting in a latex-like fit and feel. Nitrile's barrier properties make it the choice for foodservice, janitorial and sanitation safety. Also popular with "first responders", including EMS, police and others.	\$65.46	\$65.46
	S434817K-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners <i>43 x 48, Black, 17 mic, 8/25/cs</i> Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$35.20	\$35.20
	SC4608-CS	1 CS	Spartan foamyiQ™ Citrus Fresh Foaming Handwash <i>1250 mL, 4/cs</i> A smart choice for LEED buildings or green cleaning programs. It is formulated with ingredients made from renewable resources. Ready-to-use. Features a refreshing citrus fragrance. Can be used as a hand, hair, and body wash. pH: 5.5 - 6.5.	\$42.42	\$42.42
	SC9437-EA	1 EA	Spartan foamyiQ™ Mounting Bracket ea	\$0.00	\$0.00
	SC9461-EA	1 EA	Spartan foamyiQ™ Cover Plate <i>25/cs</i> A convenient cover-up of legacy holes or paint imperfections.	\$0.00	\$0.00

Sell To:
 City of Wyoming- Pinery Senior Center
 2380 Dehoop SW
 Wyoming, MI 49509

Ship To:
 City of Wyoming- Pinery Senior Center
 2380 Dehoop SW
 Wyoming, MI 49509

Date: 3/25/2024
Quote Number:
PO Number:
Ship Via:
FOB:
Terms:
Quoted By: Mike Lubbers

Photo	Item	Qty	Description	Unit Price	Total
	TKRB8002-CS	1 CS	Tork® Universal Quality Hand Towel Roll 7.9" x 800', White, 6/cs Offer the perfect combination of performance and value. Easy to load and maintain for ease of use. EcoLogo® Certified. H21 System. Roll Width: 7.9", Roll Diameter: 7.8"; White. Core Dia.: 1.9"; Use dispensers: 83TR, 86ECO, 84TR.	\$36.69	\$36.69
	MS800KRAFT-CS	1 CS	Simple Earth Hardwood Towel 8" x 800', Natural, 6/cs	\$29.35	\$29.35
	TKTJ0922A-CS	1 CS	Tork® Universal Quality 2-Ply Jumbo Roll Bath Tissue 3.48" x 1000', White, 2 Ply, 12/cs Delivers quality, value and performance. Made from 100% recycled fibers with no added dyes or fragrances an environmental benefit, and a positive image builder. Roll Width: 3.48; Roll Diameter: 8.8". White. T22 System.	\$45.45	\$45.45
	APM700-CS	1 CS	Empress™ 2 Ply Jumbo Bath Tissue 9" x 1000', 12/cs Today's demanding customers require a premium bath tissue that delivers at home comfort. 100% virgin fiber provides ultimate softness and whiteness. Attractive embossing thickens sheet. Elegant packaging complements any décor.	\$37.73	\$37.73
	S404817K-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 40 x 48, Black, 17 mic, 10/25/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$40.84	\$40.84
	S334016K-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 33 x 40, Black, 16 mic, 10/25/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$26.35	\$26.35

Photo	Item	Qty	Description	Unit Price	Total
	NAT3339H-CS	1 CS	Noramco™ Premium LLD Coreless Can Liners 33 x 39, Black, 0.90 gauge, 10/15/cs Coreless mini-rolls. Superior tear and puncture resistance. Leak-proof star seal. Packed on coreless rolls for easy dispensing. White color provides clean appearance. Range of gauges for various applications. Great for multiple applications with sharp or jagged objects. Whether used in an office, home or an manufacturing plant, we have a variety of sizes and thicknesses for any application.	\$23.13	\$23.13
	S243308N-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 24 x 33, Natural, 8 mic, 20/50/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$40.82	\$40.82
	SC4608-CS	1 CS	Spartan foamyIQ™ Citrus Fresh Foaming Handwash 1250 mL, 4/cs A smart choice for LEED buildings or green cleaning programs. It is formulated with ingredients made from renewable resources. Ready-to-use. Features a refreshing citrus fragrance. Can be used as a hand, hair, and body wash. pH: 5.5 - 6.5.	\$42.42	\$42.42

Quote is valid for 30 days.

Sell To:
 City of Wyoming- Clean Water Plant
 2350 Ivanrest
 Grandville, MI 49418

Ship To:
 City of Wyoming- Clean Water Plant
 2350 Ivanrest
 Grandville, MI 49418

Date: 3/18/2024
Quote Number:
PO Number:
Ship Via:
FOB:
Terms:
Quoted By: Michael Lubbers











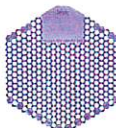
Photo	Item	Qty	Description	Unit Price	Total
	TKMB540A-CS	1 CS	Tork® Universal Quality Multifold Hand Towel 9.125" x 9.5", White, 16/250/cs 3-Panel towels provide the right combination of performance and value. Ideal for medium traffic washrooms. Fits small spaces and provides comfort and hygiene. EcoLogo® Certified; H2 System; 1 Ply; Embossed. Unfolded: 9.1" W x 9.5" L; Folded: 9.1" W x 3.2" L.	\$27.12	\$27.12
	MSPREMCFOLD-CS	1 CS	Empress™ C-Fold Towel White, 10/240/cs 100% recycled, meets the EPA guidelines for post-consumer waste. Larger towel size and 2-ply construction increases absorbency. Deeply embossed for thickness and hand feel.	\$39.92	\$39.92
	TK2461200-CS	1 CS	Tork® Advanced 2-Ply Bath Tissue Roll 4" x 3.8", White, 80/cs- 500sh A soft and absorbent bath tissue that tells the user that you care about their comfort. Handsomely embossed for enhanced softness.	\$54.70	\$54.70
	MSDLXTP-CS	1 CS	Empress™ Elite 2 Ply Bath Tissue 4.5 x 3.25, 96/cs Sophisticated and practical. The perfect choice for lodging, healthcare, offices, and fine restaurants. Make a statement to your patrons that you do not cut costs at the expense of their comfort.	\$57.65	\$57.65
	KC05812-CS	1 CS	WypAll® General Clean L30 Heavy Duty Cleaning Towel 12.5" x 12", White, 12/90/cs Designed with the DRC (double re-creping) process, which gives you high surface softness (a towel-like feel) with a reinforced grid that's strong for wet surface wiping and cleaning. A great choice to replace air laid towels.	\$72.86	\$72.86
	S386022N-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 38 x 60, Natural, 22 mic, 6/25/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$40.94	\$40.94

Photo	Item	Qty	Description	Unit Price	Total
	S243308N-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 24 x 33, Natural, 8 mic, 20/50/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$40.82	\$40.82
	SC4608-CS	1 CS	Spartan foamyIQ™ Citrus Fresh Foaming Handwash 1250 mL, 4/cs A smart choice for LEED buildings or green cleaning programs. It is formulated with ingredients made from renewable resources. Ready-to-use. Features a refreshing citrus fragrance. Can be used as a hand, hair, and body wash. pH: 5.5 - 6.5.	\$42.42	\$42.42
	SC9437-EA	1 EA	Spartan foamyIQ™ Mounting Bracket ea	\$0.00	\$0.00
	SC9461-EA	1 EA	Spartan foamyIQ™ Cover Plate 25/cs A convenient cover-up of legacy holes or paint imperfections.	\$0.00	\$0.00
	SC300301-CS	1 CS	Spartan Lotonized Liquid Hand Cleaner Gal., 4/cs High quality, everyday, all purpose hand cleaner. Lightly fragranced. Pink. Kosher and Pareve. pH 7.0-8.0. USDA: E1.	\$42.65	\$42.65
	FPWDS100LAV-PK	1 PK	Fresh Wave 3D Urinal Screens Fabulous, 10/bx 30-day urinal screen. It contains 3-5 times more fragrance than competitors. The patented two-sided design eliminates 98% of urine splash on both sides for error-free installation. Crafted for convenience, simply place the Wave 3D over the drain in the urinal and you're done. Each screen has date tabs for replacement reminders and contain beneficial bacteria that consume odors and keep drains clean, clear, and smelling fresh.	\$5.80	\$5.80
	TK440278	1 CS	Tork Industrial Paper Wiper, Top-Pak Tork Industrial Paper Wiper, Top-Pak, Blue	\$44.50	\$44.50

Quote is valid for 30 days.

922 - 47th Street S.W.

Wyoming MI 49509-5104

Phone: 616-531-5002






1-800-343-9634

Fax: 616-531-5152

Sell To:
 City of Wyoming- Police Center
 2300 DEHOOP SW
 Wyoming, MI 49509

Ship To:
 City of Wyoming- Police Center
 2300 DEHOOP SW
 Wyoming, MI 49509

Date: 3/18/2024
Quote Number:
PO Number:
Ship Via:
FOB:
Terms:
Quoted By: Mike Lubbers







Photo	Item	Qty	Description	Unit Price	Total
	TK105065-CS	1 CS	Tork® PeakServe® Continuous Hand Towel 8.9" x 7.9", White, 12/410/cs Avoid run outs with 250% more hand towels and lower consumption thanks to one-at-a-time dispensing. H5 system. 1 Ply. Embossed. Unfolded: 8.9" L x 7.9"; Folded: 3.2" L x 7.9" W.	\$47.25	\$47.25
	TKMB540A-CS	1 CS	Tork® Universal Quality Multifold Hand Towel 9.125" x 9.5", White, 16/250/cs 3-Panel towels provide the right combination of performance and value. Ideal for medium traffic washrooms. Fits small spaces and provides comfort and hygiene. EcoLogo® Certified; H2 System; 1 Ply; Embossed. Unfolded: 9.1" W x 9.5" L; Folded: 9.1" W x 3.2" L.	\$27.12	\$27.12
	TK2461200-CS	1 CS	Tork® Advanced 2-Ply Bath Tissue Roll 4" x 3.8", White, 80/cs, 500sh Tork Advanced 2-Ply bath Tissue is a soft and absorbant bath tissue which tells the user that you care about their comfort. Handsomely embossed, it enhances softness.	\$54.70	\$54.70
	MSDLXTP-CS	1 CS	Empress™ Elite 2 Ply Bath Tissue 4.5 x 3.25, 96/cs Sophisticated and practical. The perfect choice for lodging, healthcare, offices, and fine restaurants. Make a statement to your patrons that you do not cut costs at the expense of their comfort.	\$57.65	\$57.65
	MSFACIAL.-CS	1 CS	Livi® VPG® Select Flat Box Facial Tissue 100 Sheets, 2 Ply, 30/cs Luxurious, at-home softness that rivals top competitive facial tissues. Sustainable, virgin-grown fiber creates a naturally whiter and brighter sheet. 2 ply, 8.37" x 8.07". White. 100 sheets per box, 30 boxes per case.	\$27.83	\$27.83
	KC21606-CS	1 CS	Kleenex® White Facial Tissue 125 ct. Flat Box, 48/cs The signal sheet keeps you ahead of run-outs, the final 10 tissues are cream instead of white, so you will know its time to replace the box. FSC® certified. Superior performance, a premium feel and essential softness. 8.3" x 7.8".	\$92.70	\$92.70

MINER**SUPPLY
COMPANY**

"Complete Line of Cleaning Supplies & Equipment"

CALL TODAY! (616)-531-5002

email: info@minersupply.com**QUOTATION**

Photo	Item	Qty	Description	Unit Price	Total
	S334016K-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 33 x 40, Black, 16 mic, 10/25/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$26.35	\$26.35
	S434817N-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 43 x 48, Natural, 17 mic, 8/25/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$31.97	\$31.97
	S243308N-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 24 x 33, Natural, 8 mic, 20/50/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$40.82	\$40.82
	S303716N-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 30 x 37, Natural, 16 mic, 20/25/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$47.82	\$47.82
	SC4608-CS	1 CS	Spartan foamiQ™ Citrus Fresh Foaming Handwash 1250 mL, 4/cs A smart choice for LEED buildings or green cleaning programs. It is formulated with ingredients made from renewable resources. Ready-to-use. Features a refreshing citrus fragrance. Can be used as a hand, hair, and body wash. pH: 5.5 - 6.5.	\$42.42	\$42.42
	SC9437-EA	1 EA	Spartan foamiQ™ Mounting Bracket ea	\$0.00	\$0.00
	SC9461-EA	1 EA	Spartan foamiQ™ Cover Plate 25/cs A convenient cover-up of legacy holes or paint imperfections.	\$0.00	\$0.00

922 - 47th Street S.W.

Wyoming MI 49509-5104

Phone: 616-531-5002

1-800-343-9634



Fax: 616-531-5152

MINER**SUPPLY
COMPANY**

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email: info@minersupply.com**QUOTATION**

Photo	Item	Qty	Description	Unit Price	Total
	NAT3858XXH-CS	1 CS	Noramco™ Black Heavy Gauge "T Bags" 38 x 58, XX-Heavy, 100/cs <i>Environmentally friendly recycled resins. Solid black film color hides the contents. Star seal bottom distributes the load providing a leak proof bag.</i>	\$36.31	\$36.31
	FPWDS100LAV-PK	1 PK	Fresh Wave 3D Urinal Screens <i>Fabulous, 10/bx</i> 30-day urinal screen. It contains 3-5 times more fragrance than competitors. The patented two-sided design eliminates 98% of urine splash on both sides for error-free installation. Crafted for convenience, simply place the Wave 3D over the drain in the urinal and you're done. Each screen has date tabs for replacement reminders and contain beneficial bacteria that consume odors and keep drains clean, clear, and smelling fresh.	\$5.80	\$5.80

Quote is valid for 30 days.

922 - 47th Street S.W.

Wyoming MI 49509-5104

Phone: 616-531-5002






1-800-343-9634

Fax: 616-531-5152

Sell To:
 City of Wyoming- Library
 3350 Michael SW
 Wyoming, MI 49509

Ship To:
 City of Wyoming- Library
 3350 Michael SW
 Wyoming, MI 49509

Date: 3/25/2024
Quote Number:
PO Number:
Ship Via:
FOB:
Terms:
Quoted By: Mike Lubbers

Photo	Item	Qty	Description	Unit Price	Total
	NAST2432B-CS	1 CS	Noramco™ Premium LLD Coreless Can Liners 24 x 32, Black, 0.60 gauge, 10/50/cs Coreless mini-rolls. Superior tear and puncture resistance. Leak-proof star seal. Packed on coreless rolls for easy dispensing. White color provides clean appearance. Range of gauges for various applications. Great for multiple applications with sharp or jagged objects. Whether used in an office, home or an manufacturing plant, we have a variety of sizes and thicknesses for any application.	\$33.56	\$33.56
	S404817N-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 40 x 48, Natural, 17 mic, 10/25/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$51.93	\$51.93
	MSCFOLD-CS	1 CS	Simple Earth C-Fold Towel 11.42" x 10", White, 2400/cs	\$29.81	\$29.81
	MSDLXTP-CS	1 CS	Empress™ Elite 2 Ply Bath Tissue 4.5 x 3.25, 96/cs Sophisticated and practical. The perfect choice for lodging, healthcare, offices, and fine restaurants. Make a statement to your patrons that you do not cut costs at the expense of their comfort.	\$57.65	\$57.65
	TK2465110-CS	1 CS	Tork® Premium 2-Ply Bath Tissue Roll 4" x 3.8", White, 80/cs An ultra soft and absorbent premium bath tissue that delivers quality, value and performance. Luxurious, extra soft tissue with high brightness for a lasting impression. Premium décor embossing for a nice look and more bulky feel. Rapid breakup, ideal for all plumbing systems. Individually wrapped for hygiene and cleanliness. Roll length: 140.6"; Roll diameter: 4.3". System: T24; 450 sheets per roll; Embossed.	\$77.10	\$77.10

MINER**SUPPLY
COMPANY**

"Complete Line of Cleaning Supplies & Equipment"

CALL TODAY! (616)-531-5002

email: info@minersupply.com**QUOTATION**

Photo	Item	Qty	Description	Unit Price	Total
	TKTJ0922A-CS	1 CS	Tork® Universal Quality 2-Ply Jumbo Roll Bath Tissue 3.48" x 1000', White, 2 Ply, 12/cs Delivers quality, value and performance. Made from 100% recycled fibers with no added dyes or fragrances an environmental benefit, and a positive image builder. Roll Width: 3.48; Roll Diameter: 8.8". White. T22 System.	\$42.44	\$42.44
	APM700-CS	1 CS	Empress™ 2 Ply Jumbo Bath Tissue 9" x 1000', 12/cs Today's demanding customers require a premium bath tissue that delivers at home comfort. 100% virgin fiber provides ultimate softness and whiteness. Attractive embossing thickens sheet. Elegant packaging complements any décor.	\$37.73	\$37.73
	TKRB350A-CS	1 CS	Empress™ Hardwound Towel 8" x 350', White, 12/cs Quality towels provide optimum hand drying performance.	\$39.80	\$39.80
	TKRB8002-CS	1 CS	Tork® Universal Quality Hand Towel Roll 7.9" x 800', White, 6/cs Offer the perfect combination of performance and value. Easy to load and maintain for ease of use. EcoLogo® Certified. H21 System. Roll Width: 7.9"; Roll Diameter: 7.8"; White. Core Dia.: 1.9"; Use dispensers: 83TR, 86ECO, 84TR.	\$34.92	\$34.92
	MSFACIAL.-CS	1 CS	Livi® VPG® Select Flat Box Facial Tissue 100 Sheets, 2 Ply, 30/cs Luxurious, at-home softness that rivals top competitive facial tissues. Sustainable, virgin-grown fiber creates a naturally whiter and brighter sheet. 2 ply, 8.37" x 8.07". White. 100 sheets per box, 30 boxes per case.	\$27.83	\$27.83
	IP1101-CS	1 CS	Impact® Sanitary Napkin Waxed Bags 250/cs Fits in sanitary napkin receptacles for easy disposal. Prevents the spread of disease by enclosing contents. Wax coating provides moisture resistance. Designed to fit #1100, #1102, #1103 and #1112. 9 1/2" L x 7 1/2" W x 3 1/4" D.	\$46.25	\$46.25
	DEBAZU2LT-CS	1 CS	SCJP Refresh™ Azure FOAM Hand Wash 2 L, 4/cs Signature modern Fresh Apple fragrance with caring, pleasantly fresh and clean notes to elevate the washroom experience. Green Seal™ Certified. EcoLogo™ Certified. Use dispenser: BLK2LDP, WHB2LDP.	\$78.17	\$78.17
	DEBWRM2LDP-EA	1 EA	SCJP Cleanse Washroom Manual 2 L Dispenser 8/cs Unique, 2 liter closed, sealed cartridge dispenser that meets the distinct needs of any office or public facility environment. For 2 liter cartridges. Use with CLR2LT, AZU2LT, RFW2LT.	\$0.00	\$0.00

922 - 47th Street S.W.

Wyoming MI 49509-5104

Phone: 616-531-5002

1-800-343-9634



Fax: 616-531-5152

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email: info@minersupply.com**QUOTATION**

Photo	Item	Qty	Description	Unit Price	Total
	FPMACABLX-EA	1 EA	Fresh Fusion LX Model Cabinet 6/cs On/off switch and test button. 3 interval settings: 7.5, 15, and 30 minute. Day, night or 24 hour setting option. Uses two "AA" batteries (At least 1 year battery life when using alkaline). 6 per case.	\$37.15	\$37.15
	FPMA12LF-CS	1 CS	Fresh Fusion Metered Aerosols Linen Fresh, 12/cs Naturally better smelling fragrances. Fusing the science of metered aerosols, natural oils and superior fragrances so our fragrances simply smell better without a harsh chemical overtone. Eliminates odors using the very best science has to offer we blended Fusion with a patented odor neutralizer, Ordenone™ that encapsulates malodor molecules and eliminates odors at the source. 3,200 sprays lasts for 30 days and can deodorize a room up to 6,000 cubic feet. Smells stronger/longer. Fusion's smaller particle size will float in the air longer so you smell it longer. No messy build up on surfaces. VOC compliant.	\$60.64	\$60.64

Quote is valid for 30 days.

922 - 47th Street S.W.

Wyoming MI 49509-5104

Phone: 616-531-5002

1-800-343-9634

Fax: 616-531-5152

Sell To:
 City of Wyoming- Fire Departments
 1250 36th Street SW
 Wyoming, MI 49509

Ship To:
 City of Wyoming- Fire Departments
 1250 36th Street SW
 Wyoming, MI 49509

Date: 3/19/2024
Quote Number:
PO Number:
Ship Via:
FOB:
Terms:
Quoted By: Mike Lubbers







Photo	Item	Qty	Description	Unit Price	Total
	TKMB540A-CS	1 CS	Tork® Universal Quality Multifold Hand Towel 9.125" x 9.5", White, 16/250/cs 3-Panel towels provide the right combination of performance and value. Ideal for medium traffic washrooms. Fits small spaces and provides comfort and hygiene. EcoLogo® Certified; H2 System; 1 Ply; Embossed. Unfolded: 9.1" W x 9.5" L; Folded: 9.1" W x 3.2" L.	\$27.12	\$27.12
	TKMB579-CS	1 CS	Tork® Premium Soft Xpress Multifold 3 Panel Hand Towel White, 16/135/cs Superior appearance, hand feel, strength, absorbency and gentle on the hands with a high quality feel. High-performance towels mean customers use less, resulting in greater cost savings and reduced waste. Attractive leaf décor designed to make a great impression. Tork Easy Handling® box for easier carrying, opening and disposing of packaging. System: H2; 2 Ply; Folded length: 9.1"; Unfolded length/width: 9.5" L x 9.1" W.	\$43.93	\$43.93
	TKHB1990A-CS	1 CS	Tork® Perforated 2-Ply Roll Towel 84 ct., White, 2 Ply, 30/cs When you want to wipe up water and other spills, Tork® Perforated Roll Towels offer a soft and high bulk solution. White, Towel Size: 11" x 9". Roll Diameter: 4.4"; 2 Ply; Embossed.	\$30.22	\$30.22
	TK2461200-CS	1 CS	Tork® Advanced 2-Ply Bath Tissue Roll 4" x 3.8", White, 80/cs 500sh Tork Advanced 2-Ply Bath Tissue is a soft and absorbant bath tissue which tells the user that you care about their comfort. Handsomely embossed that enhances softness.	\$54.70	\$54.70
	MSDLXTP-CS	1 CS	Empress™ Elite 2 Ply Bath Tissue 4.5 x 3.25, 96/cs Sophisticated and practical. The perfect choice for lodging, healthcare, offices, and fine restaurants. Make a statement to your patrons that you do not cut costs at the expense of their comfort.	\$57.65	\$57.65
	MSFACIALCUBE-CS	1 CS	Livi® VPG® Select Cube Box Facial Tissue 90 ct., 2 Ply, 36/cs Luxurious, at-home softness that rivals top competitive facial tissues. Sustainable, virgin-grown fiber creates a naturally whiter and brighter sheet. 2 ply, 8.37" x 8.07". White. 90 sheets per box, 36 boxes per case.	\$34.43	\$34.43

Photo	Item	Qty	Description	Unit Price	Total
	KC21270-CS	1 CS	Kleenex® Boutique Facial Tissue 95 ct. Cube Box, White, 36/cs Offers superior performance, a premium feel and essential softness. Ultra-soft texture and low-alert dispenser, the last 10 tissues are cream colored instead of white, so you know it's almost time for a new box. FSC® certified. White. 8.3" x 7.8"; 2Ply.	\$91.84	\$91.84
	S386022K-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 38 x 60, Black, 22 mic, 6/25/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$38.01	\$38.01
	S334016K-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 33 x 40, Black, 16 mic, 10/25/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$26.35	\$26.35
	S243308N-CS	1 CS	Inteplast HDPE Institutional Trash Can Liners 24 x 33, Natural, 8 mic, 20/50/cs Great for paper and non-sharp objects under moderate transportation conditions. It has excellent resistance to puncture and moderate resistance to tearing. Great for cost saving. Prime resins used for superior quality. Compact coreless interleaved rolls for effortless bag dispensing. Star seal bottom.	\$40.82	\$40.82
	SC6520AR-CS	1 CS	Spartan SD-20® Degreaser 20 oz. Can, 12/cs Formulated to foam away dirt, grease and fingerprints from washable surfaces.	\$53.78	\$53.78
	CM050-CS	1 CS	Claire® Gleme Glass Cleaner 19 oz. Net Wt., 12/cs Spray and wipe clean. Leaves no film! Brightens and polishes. No dripping, no running and no streaking. For cleaning and polishing windows, mirrors and other glass surfaces. Just spray on and wipe off to remove fingerprints, dust, dirt, lipstick, smoke film and other common soils. 20 oz can, 19 oz net wt.	\$42.80	\$42.80

Photo	Item	Qty	Description	Unit Price	Total
	RMK153-EA	1 EA	Golden Star® InFINITY Twist® Dust Mops 24, 5", Quick Change®, 12/cs Patented InFINITY Twist yarn wont fray or unravel. Effective for normal industrial use. Comes pre-laundered and ready to use. Strong synthetic backing lasts through mop life. Available in colors to easily identify assigned usages areas. Date coded to monitor product life. Launderable.	\$12.49	\$12.49
	RMD252BLU-EA	1 EA	Rubbermaid® Super Stitch® Blend Mops Medium, Blue, 5", 6/cs Balanced blend of cotton and synthetic yarns for absorbency and strength. Looped-ends and yarn tailband mop for greater floor coverage.	\$7.83	\$7.83
	SC001901-CS	1 CS	Spartan Xcelente™ Multi-Purpose Cleaner Gal., 4/cs Enjoy the fresh, clean fragrance of lavender while you clean with this multi-purpose, hard surface cleaner.	\$44.00	\$44.00
	SC700301-CS	1 CS	Spartan Clothesline Fresh™ Laundry Detergent #3 Gal., 4/cs A contemporary approach to laundry. Can be used with a complete laundry program or on its own.	\$77.04	\$77.04
	SC702401-CS	1 CS	Spartan Clothesline Fresh® Detergent X 24 Gal., 4/cs Provides excellent cleaning and stain removal. Featuring the Xcelente® fragrance, Detergent X imbues a long-lasting fresh lavender scent in laundry linens.	\$94.93	\$94.93
	SC700501-CS	1 CS	Spartan Clothesline Fresh Color Safe Bleach #5 Gal., 4/cs A non-chlorinated, oxygen-based bleach that enhances the performance of Clothesline Fresh Laundry Detergents. Is safe to use on most all machine-washable fabrics and colors, yet powerful enough to remove even the toughest stains.	\$37.09	\$37.09






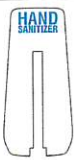




Photo	Item	Qty	Description	Unit Price	Total
	MS60006XL-CS	1 CS	Volk Health Hand® Blue Nitrile Powder-Free Exam Gloves <i>XL, Powder-Free, 10/100/cs</i> <i>Nitrile gloves provide excellent resistance to tears and puncture. Nitrile is three times more puncture resistant than latex of the same thickness, making it one of the best solutions for long-wearing durability. Offers superior chemical resistance for a wide range of chemicals. In addition to nitrile's excellent tensile strength and durability, the gloves conform well with excellent elasticity resulting in a latex-like fit and feel. Nitrile's barrier properties make it the choice for foodservice, janitorial and sanitation safety. Also popular with "first responders", including EMS, police and others. Rolled cuff. Use dispenser: 71102.</i>	\$65.46	\$65.46
	SC4608-CS	1 CS	Spartan foamyIQ™ Citrus Fresh Foaming Handwash <i>1250 mL, 4/cs</i> <i>A smart choice for LEED buildings or green cleaning programs. It is formulated with ingredients made from renewable resources. Ready-to-use. Features a refreshing citrus fragrance. Can be used as a hand, hair, and body wash. pH: 5.5 - 6.5.</i>	\$42.42	\$42.42
	SC9437-EA	1 EA	Spartan foamyIQ™ Mounting Bracket <i>ea</i>	\$0.00	\$0.00
	SC9461-EA	1 EA	Spartan foamyIQ™ Cover Plate <i>25/cs</i> <i>A convenient cover-up of legacy holes or paint imperfections.</i>	\$0.00	\$0.00
	SC4604-CS	1 CS	Spartan foamyIQ™ Lemon Blossom Foaming Hand Sanitizer <i>1250 mL, 4/cs</i> <i>Specially formulated to be alcohol-free and triclosan-free. This gentle and effective foaming, anti-bacterial hand sanitizer features a light, floral fragrance. Ready-to-use. pH: 4.0 - 6.5.</i>	\$55.23	\$55.23
	SC99067-EA	1 EA	Spartan foamyIQ® Hand Sanitizer Back Plate <i>25/cs</i> <i>A convenient cover-up of legacy holes or paint imperfections. "Hand Sanitizer" is printed on the plate.</i>	\$0.00	\$0.00

Photo	Item	Qty	Description	Unit Price	Total
	SC1011-CS	1 CS	Spartan Clean on the Go® Clean by 4D™ 26 Disinfectant 2 L, 4/cs <i>A healthcare disinfectant that delivers effective performance and provides a restorative clean. Use daily as part of a simple and effective cleaning and disinfection program for your entire facility. Fantastic fresh scent. Leaves the room clean and disinfected! Dilution: 2 oz/gal.</i>	\$107.50	\$107.50
	SC99095-EA	1 EA	Spartan Clean on the Go® Bucket Fill Flex-Gap Dispenser ea <i>Offers employee safety, accurate diluting, and cost-control. Designed to work with Spartan's dilution control products. Flow rate: 3.5-4.0 gpm.</i>	\$0.00	\$0.00
	SC99093-EA	1 EA	Spartan Clean on the Go® Bottle Fill Flex Gap Dispenser ea <i>Offers employee safety, accurate diluting, and cost-control and are designed to work with Spartan's dilution control products. Safety-sealed, closed-system packaging with Clean on the Go®. Color-coded product identification systems. Customized product usage charts. Bilingual procedures charts and labeling systems. Features technology to control water pressure and ensure accurate dilution every time. Flow rate bottle fill: 1 gpm; Water pressure requirement: 15 - 130 psi. For optimal performance: 30-60 psi; Water temperature max: 160°F.</i>	\$0.00	\$0.00
	SC99097-EA	1 EA	Spartan Clean on the Go® Unit Connector ea	\$14.74	\$14.74

Quote is valid for 30 days.

CITY OF
Wyoming
MICHIGAN

DISPOSABLE PAPER PRODUCTS AND CLEANING SUPPLIES 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: KSS Enterprises
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
410 44th St, SW, Suite A
[Supplier's street address]
Grand Rapids, MI 49548
[Supplier's city, state & zip]

Effective Date means: June 1, 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: KSS Enterprises

By:  _____
[Signature officer, director, or principal of Contractor]
John Bemke, Regional Sales Director
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: April 4, 2024

CITY OF
Wyoming
MICHIGAN

DISPOSABLE PAPER PRODUCTS AND CLEANING SUPPLIES 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: Miner Supply Comany, Inc

(Name of contracting entity)
A Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
922 47th Street SW
(Contractor's street address)
Wyoming, MI 49509
(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: April 1, 2024

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by 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 RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

(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 RFP as modified by 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: Miner Supply Company, Inc

By: _____
Kent Vanderwood, Mayor

By: Michael Lubbers
(Signature officer, director, or principal of Contractor)
Michael Lubbers Sales Manager
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: April 8, 2024

Date signed: _____, 20__

Approved as to form:

[Signature]

CITY OF
Wyoming
MICHIGAN

DISPOSABLE PAPER PRODUCTS AND CLEANING SUPPLIES 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: Staples Contract & Commercial LLC

[Name of contracting entity]
A. State: MA Entity: LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
500 Staples Drive
[Contractor's street address]
Framingham, MA 01702
[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: April 16, 2024.

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by 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 RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

Pricing will follow Sourcewell Cooperative Terms and Conditions. The prices for all manufacturers

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None"]
on the Bid Proposal form are in accordance with the Sourcewell contract numbers 012320-SCC and 101320-SCC.

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 RFP as modified by 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: Staples Contract & Commercial LLC

By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. VandenBerg, City Clerk

Nicholas Marzotto Area Vice President-Facility Solutions
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20

Date signed: Apr 23, 2024

Approved as to form: [Signature]



Wyoming City Hall | 1155 28th Street SW, Wyoming, MI 49509

STAFF REPORT

Date: April 17, 2024
Subject: Uniforms, Cold Weather Gear, and Service Awards
From: Laura Jackson, Secretary II
Meeting Date: May 6, 2024

RECOMMENDATION:

It is recommended City Council award the bid for uniforms, cold weather gear, and service awards to Action Industrial Supply Company and Cintas Corporation.

COMMUNITY, SAFETY, STEWARDSHIP:

Providing employees in the Wyoming City Employees Union with work uniforms is required in accordance with the contract provisions of the collective bargaining agreement, additionally there are other employees that are provided uniforms due to the nature of their positions. The uniforms create a sense of community among employees, and provide safety for employees as well as the community.

Many of our employees work in safety sensitive positions and the uniforms specified are protective in areas of thickness, reflective material, and color. Wyoming employees work in public spaces and in homes and need to be identifiable. Employees use their ID card as necessary and the embroidered work uniform provides a second method of identification.

DISCUSSION:

On April 16, 2024, the City received two bids for uniforms, cold weather gear and service award items. Thirty-nine invitations to bid were sent to prospective bidders.

The bid specifications requested pricing for commonly purchased uniforms, cold weather gear and service award items as well as a percentage discount for items that were not listed in the bid but are available in the catalogs. Action Industrial Supply Company was the low bidder for the majority of items listed. Cintas Corporation offered a 15% discount for other uniforms, cold weather gear, and service award items in Cintas Essential Catalog. Action Industrial Supply Company did not offer additional discounts. It is

recommended the City award the bid to both Action Industrial Supply Company and Cintas Corporation.

Uniforms, cold weather gear, and service awards are purchased as required throughout the year and funds are budgeted in the various departmental accounts. The estimated expenditure for uniforms and service award items is approximately \$48,000.00.

Attachments:
Tab Sheet
Contracts

CITY OF WYOMING

TABULATION OF BIDS
ON UNIFORMS, COLD WEATHER GEAR AND SERVICE AWARD ITEMS - BID #2185
OPENED BY THE CITY CLERK ON APRIL 16, 2024 At 11:00 AM

				Cintas Corporation #301				Action Industrial Supply			
				Pricing				Pricing			
				Year One		Year Two		Year One		Year Two	
				Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes	Size Prices (each)	Standard Sizes (each)
Item	Brand	Item #	Color(s)	PUBLIC WORKS, TRAFFIC, PUBLIC WORKS BUILDING MAINTENANCE, ENGINEERING AND PUBLIC WORKS SEASONAL EMPLOYEES							
Pants	Ariat	10025972	Field Khaki, Rebar Grey					\$ 53.65	\$ 57.22	\$ 56.33	\$ 60.08
Substitute:	5.11	74337	Khaki	\$ 49.30	\$ 51.30	\$ 51.30	\$ 53.30				
Pants	Ariat	10030239	Field Khaki, Rebar Grey, Wren					\$ 37.19	\$ 40.77	\$ 39.04	\$ 42.81
Pants	Ariat	10036734	Field Khaki, Rebar Grey					\$ 37.19	\$ 37.19	\$ 39.05	\$ 39.05
Pants	Carhartt	B151	Any					\$ 37.91	\$ 42.20	\$ 39.05	\$ 44.31
Substitute:	Carhartt	53419		\$ 50.99	\$ 52.99	\$ 52.99	\$ 54.99				
Pants	Carhartt	B324	Any					\$ 35.76	\$ 40.06	\$ 37.55	\$ 42.06
Pants	Carhartt	103279	Any					\$ 44.35	\$ 47.92	\$ 46.56	\$ 50.32
Pants	Carhartt	105461	Any					\$ 47.21	\$ 47.21	\$ 49.57	\$ 49.57
Pants	Dickies	DP902SBD	Any					\$ 41.92	\$ 41.92	\$ 44.02	\$ 44.02
Pants	Timberland	TB0A1V7P	Any					\$ 46.49	\$ 50.07	\$ 48.81	\$ 52.57
Pants	Timberland	TB0A2481	Any					\$ 50.07	\$ 53.65	\$ 52.57	\$ 56.33
Shorts	Carhartt	104542	Any								
Shorts	Carhartt	103543	Any					\$ 39.34	\$ 43.63	\$ 41.31	\$ 45.81
Shorts	Dickies	DX902SBD	Any					\$ 33.76	\$ 33.76	\$ 35.45	\$ 35.45
Shorts	Ariat	10034680	Field Khaki, Rebar Grey					\$ 37.91	\$ 41.49	\$ 39.81	\$ 43.56
Shorts	Timberland	TB0A1V7N	Any					\$ 39.34	\$ 43.63	\$ 41.31	\$ 45.81
Shorts	Timberland	TB0A246G	Any					\$ 35.76	\$ 39.34	\$ 37.55	\$ 41.31
Hooded Sweatshirt	Carhartt	K121	Heather Grey					\$ 37.19	\$ 40.77	\$ 39.05	\$ 42.81
Substitute:	Carhartt	17287	All	\$ 42.49	\$ 47.49	\$ 44.49	\$ 45.49				
Crew Sweatshirt	Carhartt	K124	Heather Grey					\$ 32.90	\$ 37.19	\$ 34.55	\$ 39.05
Hooded Sweatshirt	Port & Co.	PC90	Athletic Heather	\$ 15.99	\$ 17.99	\$ 17.99	\$ 19.99	\$ 14.69	\$ 18.34	\$ 15.42	\$ 19.23
Crew Sweatshirt	Port & Co.	PC90H	Athletic Heather	\$ 25.19	\$ 27.19	\$ 27.19	\$ 29.19	\$ 21.54	\$ 27.84	\$ 22.62	\$ 29.23
Reflective Hood SS	Forcefield	024-P854	Lime, Navy								
Reflective Hood SS	Radians	SJ02B-3PGS	Safety Green					\$ 32.57	\$ 32.57	\$ 34.20	\$ 34.20
Long Sleeve Reflective T-Shirt	Forcefield	022-CBECALYLS	Lime								
Long Sleeve Reflective T-Shirt	Radians	ST21-3PGS	Safety Green					\$ 17.00	\$ 17.00	\$ 17.85	\$ 17.85
Substitute:	Cintas	47357	HiVis Yellow	\$ 20.39	\$ 22.39	\$ 22.39	\$ 24.39				
T-Shirt	Port & Co.	PC55	Athletic Heather	\$ 5.99	\$ 7.99	\$ 9.99	\$ 11.99	\$ 4.48	\$ 8.65	\$ 4.70	\$ 9.08
T-Shirt	Carhartt	K87	Heather Grey					\$ 14.31	\$ 17.88	\$ 15.03	\$ 18.77
Substitute:	Carhartt	67651	Heather Grey	\$ 16.99	\$ 21.99	\$ 18.99	\$ 23.99				
T-Shirt	Carhartt	106652	Heather Grey					\$ 17.88	\$ 21.46	\$ 18.77	\$ 22.53
Reflective T-Shirt	Forcefield	022-CBECALY	Lime								
Reflective T-Shirt	Radians	ST11-2PGS	Safety Green					\$ 10.59	\$ 10.59	\$ 11.12	\$ 11.12

				Cintas Corporation #301				Action Industrial Supply			
				Pricing							
				Year One		Year Two		Year One		Year Two	
				Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes	Size Prices (each)	Standard Sizes (each)
Item	Brand	Item #	Color(s)								
Substitute:	Cintas	77603	HiVis Yellow	\$ 14.44	\$ 16.44	\$ 16.44	\$ 18.44				
Dry-Fit T-Shirt	Sport-Tek	T473	Silver					\$ 10.20	\$ 14.49	\$ 10.71	\$ 15.21
Substitute:	Cintas	73764	Silver	\$ 6.49	\$ 8.49	\$ 8.49	\$ 10.49				
Polo Shirt	Nike	NKDC1963	Any Color					\$ 31.46	\$ 38.61	\$ 33.03	\$ 40.54
Substitute:	Nike	65244	Black, Charcoal, Red, Royal	\$ 44.20	\$ 46.20	\$ 46.20	\$ 48.20				
Winter Bibs	Carhartt	104393 (Quilt Lined)	Any					\$ 92.99	\$ 100.14	\$ 97.64	\$ 105.15
Substitute:	Carhartt	46818	Black, Navy, brown	\$ 93.49	\$ 98.49	\$ 95.49	\$ 100.49				
Winter Bibs	Carhartt	104031 (Arctic Lined)	Any					\$ 100.85	\$ 108.01	\$ 105.89	\$ 113.41
Winter Coat	Carhartt	104050 (Short Coat)	Carhartt Brown					\$ 92.99	\$ 100.14	\$ 97.64	\$ 105.15
Substitute:	Carhartt	80601	Black, Navy, Brown	\$ 101.99	\$ 106.99	\$ 103.99	\$ 108.99				
Winter Coat	Carhartt	C003 (Long Coat)	Carhartt Brown					\$ 103.72	\$ 114.44	\$ 108.91	\$ 120.16
Substitute:	Carhartt	61598	Black, Navy, brown	\$ 110.49	\$ 115.49	\$ 112.49	\$ 117.49				
Reflective Jacket (Rain/Spring/Fall)	PIP Safety Products	PIP 343-1756	Safety Green					\$ 96.28	\$ 96.28	\$ 101.09	\$ 101.09
CLEAN WATER PLANT AND WATER TREATMENT PLANT EMPLOYEES											
Bib Overalls	Carhartt	104393	Any	\$ 94.49	\$ 98.49	\$ 95.49	\$ 100.49	\$ 92.99	\$ 100.14	\$ 97.64	\$ 105.15
Substitute:	Dickies Coveralls	D48611	Any					\$ 43.49	\$ 47.85	\$ 45.66	\$ 50.24
Hat	Carhartt	A18	Any					\$ 14.31		\$ 15.03	
Substitute:	Carhartt	65262	Charcoal, Black, Navy, Brite Lime, Brown	\$ 16.99	\$ 16.99	\$ 18.99	\$ 18.99				
	Port & Company	CP90						\$ 2.86	\$ 3.00		
Vest	Carhartt	104277	Any					\$ 60.80	\$ 67.95	\$ 63.84	\$ 71.35
Jacket	Port Authority	F231	Any					\$ 39.33	\$ 40.76	\$ 41.30	\$ 42.80
Substitute:	Cintas	61151	Royal, Black, True Navy, Iron Grey	\$ 27.19	\$ 29.19	\$ 29.19	\$ 31.19				
Long Sleeve Dress Shirt	Carhartt	103554	Any					\$ 39.34	\$ 43.63	\$ 41.31	\$ 45.81
Substitute:	Carhartt	49512	Navy, Steel, Khaki	\$ 42.49	\$ 44.49	\$ 44.49	\$ 46.49				
Short Sleeve Dress Shirt	Carhartt	103555	Any					\$ 35.05	\$ 38.63	\$ 36.80	\$ 40.56
Substitute:	Carhartt	49512	Navy, Steel, Khaki	\$ 38.24	\$ 40.24	\$ 40.24	\$ 42.24				
Short Sleeve Dress Shirt	Carhartt	104369	Any					\$ 27.18	\$ 30.76	\$ 28.54	\$ 32.30
Short Sleeve T-Shirt	Carhartt	100495	Any					\$ 28.61	\$ 34.33	\$ 30.04	\$ 36.05
Pants	Carhartt	102291	Any					\$ 36.48	\$ 40.77	\$ 38.30	\$ 42.80
Substitute:	Carhartt	62607	Navy, Black	\$ 38.23	\$ 43.23	\$ 40.23	\$ 45.23				
Pants	Carhartt	103574	Any					\$ 42.92		\$ 45.07	
Pants	Carhartt	B151	Any					\$ 37.91	\$ 42.20	\$ 39.05	\$ 44.31
Pants	Dickies	874	Any					\$ 27.61	\$ 33.48	\$ 28.99	\$ 35.15
Pants	Carhartt	B324	Any					\$ 35.76	\$ 40.06	\$ 37.55	\$ 42.06
Pants	Carhartt	103339	Any								
Shirt	Carhartt	100493	Any					\$ 20.03	\$ 23.60	\$ 21.03	\$ 24.78
Shirt	Carhartt	K87	Any					\$ 14.31	\$ 17.88	\$ 15.03	\$ 18.77
Substitute:	Carhartt	49511	Navy, Carbon, Black, Heather Grey	\$ 21.24	\$ 26.24	\$ 23.24	\$ 28.24				

				Cintas Corporation #301				Action Industrial Supply			
				Pricing							
				Year One		Year Two		Year One		Year Two	
				Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes	Size Prices (each)	Standard Sizes (each)
Item	Brand	Item #	Color(s)								
Shirt	Carhartt	104616	Any					\$ 17.88	\$ 21.46	\$ 18.77	\$ 22.53
Substitute:	Carhartt	67651	Navy, Black, Heather Grey	\$ 16.99	\$ 21.99	\$ 18.99	\$ 23.99				
Shirt	Carhartt	K128	Any					\$ 22.89	\$ 26.47	\$ 24.03	\$ 27.79
Substitute:	Carhartt	60421	Black, Navy	\$ 25.49	\$ 30.49	\$ 27.49	\$ 32.49				
Shirt	Carhartt	K84	Any					\$ 19.31	\$ 21.46	\$ 20.28	\$ 22.53
Shirt	Carhartt	103067	Any					\$ 14.31		\$ 15.03	
Hi-Vis Jacket	Carhartt	100787	Any					\$ 143.06	\$ 150.21	\$ 150.21	\$ 157.72
Substitute:	Radians	SJ210B 3ZGS	Green					\$ 57.17		\$ 60.03	
Pants	Carhartt	104941	Any					\$ 36.05	\$ 40.06	\$ 37.85	\$ 42.06
Substitute:	Carhartt	53424	Denim	\$ 38.24	\$ 40.24	\$ 40.24	\$ 42.24				
Shirt	Carhartt	104617	Any								
Substitute:	Carhartt	49511	Navy, Carbon, Black, Heather Grey	\$ 25.49	\$ 30.49	\$ 27.49	\$ 32.49				
	Force Long Sleeve	106656						\$ 21.46	\$ 25.03	\$ 22.53	\$ 26.28
Shirt	Carhartt	K126	Any					\$ 19.67	\$ 23.25	\$ 20.65	\$ 24.41
Substitute:	Carhartt	67651	Navy, Black, Heather Grey	\$ 16.99	\$ 21.99	\$ 18.99	\$ 23.99				
Short Sleeve Dress Polo	Corner-Stone	CS415	Any					\$ 22.87	\$ 27.17	\$ 24.01	\$ 28.53
Substitute:	Cintas	41055	Black	\$ 23.79	\$ 25.79	\$ 25.79	\$ 27.79				
Short Sleeve Dress Polo	Port Authority	K569	Any					\$ 15.01	\$ 19.30	\$ 15.76	\$ 20.27
Substitute:											
Short Sleeve Polo	Sport-Tek	ST590	Any					\$ 13.58	\$ 17.87	\$ 14.26	\$ 18.76
Substitute:											
Short Sleeve Polo	Nike	NKDC1963	Any					\$ 31.46	\$ 38.61	\$ 33.03	\$ 40.54
	Nike	65244	Black, Charcoal, Red, Royal	\$ 44.20	\$ 46.20	\$ 46.20	\$ 48.20				
Short Sleeve Polo	Nike	NKBV6042	Any					\$ 37.19	\$ 41.49	\$ 39.05	\$ 43.56
Substitute:	Nike	78616	Black, Royal, Navy	\$ 44.20	\$ 46.20	\$ 46.20	\$ 48.20				
Sweatshirt	Radians	L278901	Green								
Substitute:		SJ01B-32GS						\$ 35.26		\$ 37.02	
Sweatshirt	Carhartt	K121	Any					\$ 37.19	\$ 40.77	\$ 39.05	\$ 42.81
Substitute:	Carhartt	17287	All	\$ 42.49	\$ 47.49	\$ 44.49	\$ 45.49				
Sweatshirt	Carhartt	K122	Any					\$ 42.20	\$ 45.78	\$ 44.31	\$ 48.07
Substitute:	Carhartt	80754	Black, Navy, Carbon	\$ 46.74	\$ 51.74	\$ 48.74	\$ 53.74				
Sweatshirt	Carhartt	100614	Any					\$ 52.22	\$ 55.79	\$ 54.83	\$ 58.58
Substitute:	Carhartt	100614	Black, Navy, Carbon	\$ 46.74	\$ 51.74	\$ 48.74	\$ 53.74				
Sweatshirt	Carhartt	100615	Any					\$ 49.35	\$ 53.65	\$ 51.82	\$ 56.33
Substitute:	Carhartt	71003	Black, Navy	\$ 50.99	\$ 55.99	\$ 52.99	\$ 57.99				
Sweatshirt	Carhartt	100617	Any					\$ 55.79	\$ 60.08	\$ 58.58	\$ 63.08
Substitute:	Carhartt	72735	Black/Carbon	\$ 55.24	\$ 60.24	\$ 57.24	\$ 62.24				
Vest	Carhartt	104277	Any					\$ 60.80	\$ 67.96	\$ 63.84	\$ 71.35
Substitute:	Berne	51308	Black, Charcoal, Red, Royal	\$ 53.54	\$ 58.54	\$ 55.25	\$ 57.57				

				Cintas Corporation #301				Action Industrial Supply			
				Pricing							
				Year One		Year Two		Year One		Year Two	
				Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes	Size Prices (each)	Standard Sizes (each)
Item	Brand	Item #	Color(s)								
PARKS FACILITIES AND PARKS SEASONAL EMPLOYEES											
90-10 T-shirt	Gildan	5400	Sport Grey					\$ 9.87	\$ 11.10	\$ 8.26	\$ 11.66
Substitute:	Cintas	67016	Light Grey Heather	\$ 12.74	\$ 14.74	\$ 14.74	\$ 16.74				
50/50 T-shirt	Gildan	8000	Ash					\$ 4.58	\$ 9.17	\$ 4.81	\$ 9.63
Substitute:	Cintas	60809	Ash	\$ 5.99	\$ 7.99	\$ 7.99	\$ 9.99				
T-shirt	Delmont	100410	Desert Heather, Olive Green, Carbon Heather, Granite								
Substitute:		106652						\$ 17.88	\$ 21.46	\$ 18.77	\$ 22.53
Rain Defender	Paxton	100615	Carbon Heather					\$ 49.35	\$ 53.65	\$ 51.82	\$ 56.33
Substitute:	Carhartt	71003	Black, Navy	\$ 50.99	\$ 55.99	\$ 52.99	\$ 57.99				
Cargo Pants	Tappen	101148	Gravel								
Substitute:	Force Cargo Carhartt Pants	104200	Shadow					\$ 46.49	\$ 50.07	\$ 48.81	\$ 52.57
Cargo Short	Tappen	101168	Shadow								
Substitute:	Force Cargo Carhartt Short	103543	Shadow					\$ 39.34	\$ 43.63	\$ 41.31	\$ 45.81
Work Pant	Carhartt	102812	Yukon, Shadow								
Hooded Sweatshirt, zip and no zip		4997M	Forest Green					\$ 24.33	\$ 29.36	\$ 25.55	\$ 30.83
Rugged Flex Rigby	Carhartt	103342	Gravel					\$ 45.06	\$ 48.64	\$ 47.31	\$ 51.07
Washed Duck Work Pants	Carhartt	B11	Moss Green					\$ 40.06	\$ 44.06	\$ 42.06	\$ 46.26
Loose Fit Jean	Carhartt	B13	DST, Deep Strone								
Substitute:	Loose fit Utility Jean Carhartt	104941	Cove, Canel					\$ 36.05	\$ 40.06	\$ 37.85	\$ 42.06
Double Front Work Dungaree	Carhartt	B136	Black					\$ 48.64		\$ 51.07	
Canvas Short	Carhartt	B147	Tan					\$ 30.04	\$ 34.33	\$ 31.54	\$ 36.05
Twill Relaxed Fit	Carhartt	B324	Army Green					\$ 35.76	\$ 40.06	\$ 37.55	\$ 42.06
PC Hat		CP77	Hunter					\$ 4.56		\$ 4.79	
Substitute:	Cintas	85280	Green	\$ 7.99	\$ 7.99	\$ 9.99	\$ 9.99				
Midweight Hooded Sweatshirt	Carhartt	K121	472- New Navy					\$ 37.19	\$ 40.77	\$ 39.05	\$ 42.81
Substitute:	Carhartt	71003	Navy	\$ 50.99	\$ 55.99	\$ 52.99	\$ 57.99				
Pocket T-shirt	Carhartt	K126	HGY, Black					\$ 19.67	\$ 23.25	\$ 20.65	\$ 24.42
Substitute:	Carhartt	67651	Black, Heather Grey	\$ 21.24	\$ 26.24	\$ 23.24	\$ 28.24				
Force Cotton Henley	Carhartt	K128	Carbon Heather					\$ 22.89	\$ 26.47	\$ 24.03	\$ 27.79
Contractor Polo	Carhartt	K570	Moss Green								
T-shirt	Port & Company	PC61LST	Athletic Heather					\$ 9.10	\$ 14.18	\$ 9.56	\$ 14.89
Bib Overalls		R33	Black								
Substitute:		104461						\$ 150.21	\$ 165.51	\$ 157.72	\$ 172.74
Work shirt	Red Kap	SP24	Light Tan					\$ 13.19	\$ 17.86	\$ 13.85	\$ 18.75
Substitute:	Sport Tek	935	Tan	\$ 21.24	\$ 23.24	\$ 23.24	\$ 25.24				
Full Zip Hooded Sweatshirt	Under Armor	ST238	Smoke Grey					\$ 28.60	\$ 32.89	\$ 30.03	\$ 34.53
Substitute:	Cintas	71631	Dark Heather	\$ 25.49	\$ 27.49	\$ 27.49	\$ 29.49				

				Cintas Corporation #301				Action Industrial Supply			
				Pricing							
				Year One		Year Two		Year One		Year Two	
				Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes	Size Prices (each)	Standard Sizes (each)
Item	Brand	Item #	Color(s)								
Color Block Pullover Sweatshirt	Sport-Tek	ST267	Forest Green/Heather					\$ 28.60	\$ 32.89	\$ 30.03	\$ 34.53
Adult Contender T-shirt	Sport-Tek	ST361	Forest Green					\$ 10.00	\$ 14.29	\$ 10.50	\$ 15.00
Dry Zone T-shirt	Sport-Tek	ST361LS	Forest Green					\$ 11.43	\$ 15.72	\$ 12.00	\$ 16.51
EMPLOYEE SERVICE AWARDS											
Men's Microfleece Jacket	Port Authority	F223	Any					\$ 19.30	\$ 23.59	\$ 20.27	\$ 24.77
Substitute:	Cintas	61151	Royal, Navy, Black, Iron	\$ 27.19	\$ 29.19	\$ 29.19	\$ 31.19				
Women's Microfleece Jacket	Port Authority	L223	Any					\$ 19.30	\$ 23.59	\$ 20.27	\$ 24.77
Substitute:	Cintas	61148	Black	\$ 27.19	\$ 29.19	\$ 29.19	\$ 31.19				
Men's Juniors Light Weight Full Zip Hoodie	District	DT1100	Any					\$ 18.54	\$ 21.44	\$ 19.47	\$ 22.51
Women's Juniors Light Weight Full Zip Hoodie	District	DT2100	Any					\$ 18.54	\$ 21.44	\$ 19.47	\$ 22.51
Voyager Sports Duffel	Port Authority	BG800	Any					\$ 26.19		\$ 27.50	
Substitute:	Cintas	68024	Black	\$ 17.85	\$ 17.85	\$ 19.85	\$ 19.80				
Day Tote	Port Authority	BG406	Any					\$ 5.09		\$ 5.34	
Half Dome Duffel	OGIO	711007	Any					\$ 25.75		\$ 27.04	
Substitute:	Under Armor	54184	Black/Grey	\$ 34.00	\$ 34.00	\$ 36.00	\$ 36.00				
Folding Stadium Seat		FT006	Any								
Substitute:	Port Authority	BG601						\$ 16.04		\$ 16.84	
Dry Blend Fleece Stadium Blanket	Gildan	12900	Any								
Substitute:	Gore Fleece Blanket - Port & Company	BP78						\$ 10.71		\$ 11.25	
Cooler	Coastline	9421	Any								
Substitute:	12 can cube cooler - Port Authority	BG513						\$ 11.66		\$ 12.24	
Insulated Tote	Vineyard	9251	Any								
Substitute:	Large tote cooler - Port Authority	BG527						\$ 13.12		\$ 13.78	
Men's Microfleece Vest	Port Authority	F226	Any					\$ 17.87	\$ 22.16	\$ 18.76	\$ 23.27
Women's Microfleece Vest	Port Authority	L226	Any					\$ 17.87	\$ 22.16	\$ 18.76	\$ 23.27
Men's Zone Performance 1/4 Zip	Team 365	TT31	Any								
Towel	Carmel Towel Co.	C3060	Any								
Substitute:	Beach Towel - Port Authority	PT44						\$ 12.86		\$ 13.50	
Crunch Duffel	OGIO	108085	Any					\$ 37.77		\$ 39.66	
Substitute:	Under Armor	54185	Black/Grey	\$ 38.25	\$ 38.25	\$ 40.25	\$ 40.25				
Bid Dome Duffel	OGIO	108087	Any					\$ 36.91		\$ 38.76	

				Cintas Corporation #301				Action Industrial Supply			
				Pricing							
				Year One		Year Two		Year One		Year Two	
				Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes (each)	Size Prices (each)	Standard Sizes	Size Prices (each)	Standard Sizes (each)
Item	Brand	Item #	Color(s)								
Substitute:	Under Armor	51104	Black/Grey	\$ 46.75	\$ 46.75	\$ 48.75	\$ 48.75				
Ripstop Duffel	Eddie Bauer	EB901	Any					\$ 33.48		\$ 35.15	
Men's Stretch Tech Shell Compass ¼ Zip Shirt	Devon & Jones	DG440	Any								
Women's Stretch Tech Shell Compass ¼ Zip Shirt	Evon & Jones	DG440W	Any								
Women's Perfect Fit Shawl Collar Cardigan	Devon & Jones	DP462W	Any								
Adult Excel Mélange Performance Fleece	Team 365	TT36	Any								
Men's Fleece Jacket	Journey	88190	Any								
Women's Fleece Jacket	Journey	78190	Any								
Men's Endurance Nexus ¼ Zip Pullover	OGIO	OE335	Any					\$ 32.90	\$ 37.19	\$ 34.55	\$ 39.05
Women' Endurance Nexus 1/4 Zip Pull Over	OGIO	LOE335	Any					\$ 32.90	\$ 37.19	\$ 34.55	\$ 39.05
Sport Wick ½ Zip Color Block Pullover	Sort Tek	ST851	Any					\$ 30.74	\$ 35.03	\$ 32.28	\$ 36.78
Men's Task Performance Fleece	Harriton	M730	Any								
Men's Digi Stripe Fleece Jacket	Port Authority	F231	Any					\$ 39.33	\$ 43.62	\$ 41.30	\$ 45.80
Women's Digi Stripe Fleece Jacket	Port Authority	L231	Any					\$ 39.33	\$ 43.62	\$ 41.30	\$ 45.80
Men's Welded Soft Shell Jacket	Port Authority	J324	Any					\$ 37.92	\$ 42.22	\$ 39.82	\$ 44.33
Substitute:	Port Authority	71211	Black	\$ 46.32	\$ 48.32	\$ 48.32	\$ 50.32				
Women's Welded Soft Shell Jacket	Port Authority	L324	Any					\$ 37.92	\$ 42.22	\$ 39.82	\$ 44.33
Men's Pique Fleece Jacket	Port Authority	F222	Any					\$ 36.46	\$ 40.76	\$ 38.28	\$ 42.80
Women's Pique Fleece Jacket	Port Authority	L222	Any					\$ 36.46	\$ 40.76	\$ 38.28	\$ 42.80
Men's Hooded Core Soft Shell	Port Authority	J335	Any					\$ 40.11	\$ 44.40	\$ 42.11	\$ 46.62
Women's Hooded Core Soft Sheet	Port Authority	L335	Any					\$ 40.11	\$ 44.40	\$ 42.12	\$ 46.62
Women's Benton Springs Full-Zip Fleece	Columbia	6439	Any								
Men's Steens Mountain	Columbia	3220	Any								
Men's Puffy Vest	Port Authority	J709	Any					\$ 32.89	\$ 37.18	\$ 34.54	\$ 39.04

CITY OF
WYOMING

UNIFORMS, COLD WEATHER GEAR AND SERVICE AWARD ITEMS
PROJECT 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 49508.

Contractor means:

 Action Industrial Supply
(Name of contracting entity)
A Michigan Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
 2400 Ottawa Dr
(Contractor's street address)
 Muskegon MI 49444
(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: April 17, 2024

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by 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 RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

(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 RFP as modified by 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: _____


Contractor: Action Industrial Supply
By: Kristin Proctor
(Signature of officer, director, or principal of Contractor)
 KRISTIN PROCTOR
(Typed/Printed Name & Title of Person Signing for Contractor)
Date signed: April 17, 2024

CITY OF
WYOMING

UNIFORMS, COLD WEATHER GEAR AND SERVICE AWARD ITEMS
PROJECT 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: Cintas loc 301
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3149 Wilson Ave SW
[Contractor's street address]
Grand Rapids, MI 49504
[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: April 16, 2024

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

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TERMS AND CONDITIONS

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

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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____

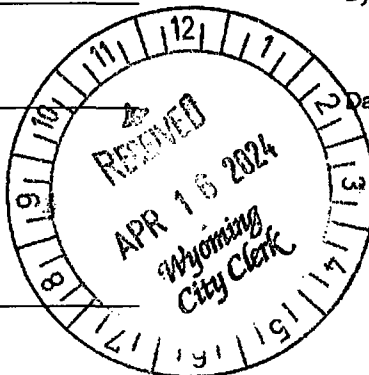
Approved as to form: _____

Contractor: Cintas loc 301

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

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

Date signed: 4-15, 2024



STAFF REPORT

DATE: April 25, 2024
SUBJECT: Bid Award – Ready Mix Concrete
FROM: Jodie Theis, Public Services Supervisor
Date of Meeting: May 6, 2024

RECOMMENDATION:

It is recommended that the City Council award the bid for ready mixed concrete to the only bidder, Consumers Concrete Corporation at \$152.00 per cubic yard for 6.0 sack A/E concrete, \$154.00 per cubic yard for 6.0 sack MDOT P1 concrete and \$183.50 per cubic yard for 9.0 sack Hi-Early Strength concrete.

COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department utilizes concrete to repair and maintain the City's streets, curbs, drives, sidewalks and other infrastructure damaged by weather and utility failures throughout the year. The use of concrete, made from materials that can be recycled, reduces the consumption of natural resources and the dumping of concrete materials in landfills.

DISCUSSION:

On Tuesday, April 16, 2024, the City received one bid for ready mixed concrete. Twenty-one invitations to bid were sent to prospective bidders. Consumers Concrete Corporation was the only bidder.

The Public Works Department is anticipating a yearly total of \$35,000.00 for ready mixed concrete. The unit price for 6.0 sack A/E concrete is an increase of 12% from last year's bid price of \$136.00. The unit price for 6.0 sack MDOT P1 concrete is an increase of 11% from last year's bid price of \$138.50. The unit price for 9.0 sack concrete is an increase of 9% from last year's bid price of \$168.00. The concrete is to be delivered to the various job sites throughout the City.

BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000

ATTACHMENTS:

Bid Tabulations – 4/16/24
Contract – Consumers Concrete

CITY OF WYOMING

TABULATION OF BIDS FOR READY MIX CONCRETE - BID # 2184

OPENED BY THE CITY CLERK ON APRIL 16, 2024 AT 11:00 A.M. O'CLOCK

Bid Item	Consumers Concrete	
6.0 Sack A/E Concrete	\$152.00	
6.0 Sack, 100% Limestone Aggregate, MDOT P1, 3,500 PSI Mix Concrete	\$154.00	
9.0 Sack HI-Early Concrete w/Natural Stone	\$183.50	
1% Calcium Chloride	\$3.00	Per Cu. Yd.
Deliveries under ____ Cubic Yards	2 Cu. Yds - \$200 2 - 3.75 Cu. Yds. - \$150 4 - 5.75 Cu. Yds. - \$100	Per Delivery
Unloading time in excess of one hour	\$150.00	Per hour, or fraction thereof
Truck batched after 5:00 p.m.	\$100.00	Per Truck
Fuel or Delivery Surcharge	\$15.00/adjusted weekly	Per Load
Concrete Retarder	\$3.00 (2 yd. min.)	Per Cu. Yd. of Concrete

CITY OF
Wyoming
MICHIGAN

READY MIXED CONCRETE 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: Consumers Concrete Corporation
[Name of supplying entity]
A Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
8253 Division Ave
[Supplier's street address]
Byron Center, MI 49315
[Supplier's city, state & zip]

Effective Date means: 4-12, 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: Consumers Concrete Corp.

By: _____
[Signature officer, director, or principal of Contractor]
Greg Bytowne NW Account Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4/12, 2024