



**AGENDA**  
**Committee on Ways and Means**  
**Friday, November 13, 2020 @ 8:30 a.m.**

Access the meeting via: <https://us02web.zoom.us/j/85351897675>; ID 853 5189 7675 Dial In: 646-876-9923  
email comments prior to the meeting at [sherrie.boak@lansingmi.gov](mailto:sherrie.boak@lansingmi.gov)

All Council Members will participate virtually. They may be contacted prior at [city.council@lansingmi.gov](mailto:city.council@lansingmi.gov) or (517) 483-4177

Councilmember Wood, Chair  
Councilmember Spadafore, Vice Chair  
Council Member Jackson, Member

**1. Call to Order**

**2. Public Comment on Agenda Items**

**3. Minutes**

- November 6, 2020

**4. Discussion/Action:**

- A.) SOLE SOURCE- Lansing Police Department; Action Target Inc., Bullet Traps at Firearms Range
- B.) SOLE SOURCE- Lansing Police Department; Michigan Law Enforcement Training Associates; Consultant for Procurement of Training. Consulting, Advising on Legal Aspects on Police Policy, Practice and Law
- C.) SOLE SOURCE- Lansing Police Department; Sundance Chevrolet; 2 Vehicles
- D.) SOLE SOURCE – Lansing Police Department; KIA of Lansing; 2 Vehicles
- E.) SOLE SOURCE – Public Service Department; Engineering; C2AE Consultant on Pathway Design and Monitoring on Forest Road
- F.) SOLE SOURCE – Public Service Department; Wastewater; Collcorp Inc- Ironbrook as Vendor for UV Disinfection Systems Lamps and Parts
- G.) SOLE SOURCE – Public Service Department; Wastewater; Tetra Tech Consultant for the SCADA System Replacement Engineering Services
- H.) SOLE SOURCE – Public Service Department; Wastewater; Tetra Tech Consultant for the Switchgear Replacement Engineering Services

## **5. Other**

DISCUSSION – City Retiree Healthcare

## **6. Adjourn**

To mitigate the spread of COVID-19 and to provide essential protections to vulnerable Michiganders and this State's health care system and other critical infrastructure, it is crucial that all Michiganders take steps to limit in-person contact, particularly in the context of large groups. Therefore, the above meetings will be conducted via audio/video conference.

The meetings are being held virtually in accordance with the Open Meetings Act, as amended in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number above, and meeting ID provided. To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the email address listed above under the meeting link.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

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**MINUTES**  
**Committee on Ways and Means**  
**Friday, November 6, 2020 @ 8:30 a.m.**

<https://us02web.zoom.us/j/83778623127>; ID 837 7862 3127 Dial In: (646) 876 9923

Held virtually in an effort to protect the health and safety of the public & to mitigate the spread of COVID 19

**CALL TO ORDER**

The meeting was called to order at 8:30 a.m.

**Members Present via audio/video**

Council Member Carol Wood, Chair remotely from Lansing, Michigan

Council Member Peter Spadafore, Vice Chairperson remotely from Lansing, Michigan

Council Member Brian T Jackson, Member - unexcused

**OTHERS PRESENT**

Sherrie Boak, City Council Office Manager

Lisa Hagen, OCA

Joseph Abood, OCA

Joe McClure, LPD

Anethia Brewer, District Court

Barb Kimmel, EDP

Brett Kaschinske, Parks Director

Jack Brower, Budget Director

Danielle Strouse, District Court

Bryan Dryer, EDP

**Minutes**

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE MINUTES FROM OCTOBER 16, 2020 AS PRESENTED. ROLL CALL VOTE, MOTION CARRIED 2-0.

**Public Comment**

No Public Comment at this time.

**Discussion/Action:**

RESOLUTION- Grant Request; Reapprove Michigan Natural Resources Trust Fund, 1624 E Cavanaugh Road

Mr. Kaschinske acknowledged this was previously approved, but at this time the amendment requires the addition of the Trust Fund number, per Michigan Natural Resources. Council Member Wood asked if this section of property would now become part of Hawk Island, and Mr. Kaschinske stated it would be part of the River Trail.

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MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT REAPPROVAL MICHIGAN NATURAL RESOURCES TRUST FUND, 1624 E CAVANAUGH. ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Grant Request; Reapprove Michigan Natural Resources Trust Fund, 700 River Street

Mr. Kaschinske reiterated this request was also an amendment to the resolution showing the Trust Fund number, per Michigan Natural Resources. He added that this trust along with the next one (342 E St, Joseph) sit on the same corner in the Cherry Hill area. They worked with Emergency Management because these properties site in the flood plain.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT REAPPROVAL MICHIGAN NATURAL RESOURCES TRUST FUND, 700 RIVER STREET. ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Grant Request; Reapprove Michigan Natural Resources Trust Fund, 342 E St Joseph

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT REAPPROVAL MICHIGAN NATURAL RESOURCES TRUST FUND, 342 E. ST JOSEPH. ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Donation Acceptance; First Annual Ron Seyka Memorial Golf Outing

Mr. McClure noted this was a 1<sup>st</sup> time annual event, and the family raised \$6,367.26 in memory of Detective Seyka who was a member of the LPD START Team from 1996 through 2010.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE DONATION FROM THE FIRST ANNUAL RON SEYKA MEMORIAL GOLF OUTING. ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Funding Acceptance; Ingham County Parks and Trails Millage Funds

Mr. Kaschinske confirmed they have applied for this before, and these funds will be used for trail extensions and bridge repairs. The bridge repairs included 6 locations; three in the downtown area near the Lansing Center and Impression 5, and then others near the Potter Park Zoo area. /Mr. Kaschinske was asked to provide a map of those bridges to Council staff before Monday night. Council Member Wood asked if changes have been made to the existing trail to make sure it is accessible. Mr. Kaschinske confirmed and these changes would provide more access, and connect Durant Park. This funding has already been approved by the Ingham County Board.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE FUNDING ACCEPTANCE FROM THE INGHAM COUNTY PARKS AND TRAILS MILLAGE FUNDS. ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; STOP Violence Against Women Grant from Michigan Department of Health and Human Services

Mr. McClure outlined for the Committee this was a grant from the Department of Health and Human Services, to be used for one (1) dedicated detective to investigate crime of domestic violence. The grant is \$131,723 and the City match 25% of that; \$32,936. The grant period is 10/1/2020 to 9/30/2021 and the City has had the grant before. Lastly he assured them that they have not asked for any reimbursement on the grant from the State as of yet, and will not until the grant is approved. Council Member Wood asked if the grant was written to use the funds for any additional options for those funds, and Mr. McClure stated this was specifically for a sworn

dedicated officer to specifically address Stop Violence Against Women, and added he would check to see if there are any of the funds that can be used to combat violence. Council Member Wood asked Mr. McClure to also provide Council Staff with a list of cases the detective has been able to address since this is an ongoing grant. Lastly, she asked how long the City has had this position, and was informed this is the second year, and in 2019/2020 it was a partial grant.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR THE STOP VIOLENCE AGAINST WOMEN FROM THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES. ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; Michigan State Police Automobile Theft Prevention Authority (ATPA) Grant

Mr. McClure began by explaining this is a recurring grant, used solely for initiatives and runs from 10/1/2020 to 9/30/2021. The grant amount is \$168, 093 with a match by the City in \$67,237. The funds are used for salary, fringes, vehicle lease and purchase, office supplies and specific memberships. The City has not requested any reimbursement from the State at this time and will not until the grant is approved. Council Member Spadafore asked if a new person was hired, and was informed the City has had the grant for a decade and an employee in that position. The grant covers 60% of the salary and operating cost. Council Member Wood asked Mr. McClure to provide statistics on the position to Council staff.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FROM THE MSP AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT. ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; Victims of Crime Act (VOCA) Capital Area Response Effort (CARE) Grant from Michigan Crime Victims Service Commission

Mr. McClure acknowledged this was also a recurring grant, with its purpose to provide local services for victims of intimate partner violence. There are three (3) staff, training, and travel expenses covered. . The staff provide empathic listening to the victims, assesses a victims risk of further injury or homicide, provides education on the power and control behavior of assaults, personal safety planning, helps to arrange safe shelter, provides advocacy with legal and civil court proceedings, assists with Victims' Rights Compensation medical forms, provide available free 911 phones, arranges transportation to local community agencies, accesses other community resources available to the victims, dispenses emergency personal need items. The grant is \$206,121 with a 20% match by the City in the amount of \$41,224.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR THE VOCA AND CARE GRANT. ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; Sobriety Court Grant

Ms. Brewer noted to the Committee the grant came from the State Court Administrators Office and was in the amount of \$35,000, running from 10/1/2020 – 9/30/2021. Ms., Strouse briefly outlined details of the program which began in 2005, where they only accept felony OWI offenses. They have had 187 discharged clients, 122 successful graduates, a 65% overall completion rate. Currently there are 14 active in the program, 2 were accepted yesterday and they are in the process of two more transfers. Council Member Wood asked for the activity rate on the grant, and Ms. Strouse stated she could provide that from the last study they just completed. Council

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Member Wood asked how they were addressing the process during COVID, and Ms. Strouse confirmed they have been holding ZOOM client sessions, bi-weekly ZOOM meetings with Judge Alderson and ZOOM review sessions.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE TO SOBRIETY COURT. ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; 2020 Lead Hazard Control Grant; Department of Housing and Urban Development

Ms. Kimmel informed the Committee that this was the 4<sup>th</sup> Lead Hazard Grant the City has gotten, totaling \$4,589,943 in reducing funding. The funds this year will pay for 189 housing units, where the household income is below 80% of the AMI, and cover rentals and owner occupied. The program also covers 210 inspections, and training for 100 people, in EPA training and lead abatement. There is a 10% match from the City for the grant, and that will come from CDBG funds.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE OF THE 2020 LEAD HAZARD CONTROL GRANT FROM HUD.

Council Member Wood asked if all the funds were utilized from the last grant, and if expectations were met. Ms. Kimmel confirmed they are in the process of close out of that grant and they were able to 143 units of their 150 goal.

ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; Michigan Department of Treasury’s Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)

Mr. Brower outlined the grant that would reimburse all April and May public safety and health expenditures. This grant was done in conjunction with LBWL, do the public safety funds will go to the City and the public service funds to LBWL. They applied for \$8,894 858, and are subject to pro-ration according to the amount of applications and the amount of funds available. In September they did get a portion and they anticipate the remaining portion in December. The funds will go towards police and fire payroll, with the justification that their responsibilities were altered due to COVID 19. Council Member Spadafore asked if the LBWL funds would count towards their revenue, and in turn the City would see an increase in the revenue sharing amount from LBWL. Mr. Brower stated they would not, it is used for steam, energy, etc.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR THE MICHIGAN DEPARTMENT OF TREASURY PUBLIC SAFETY AND PUBLIC HEALTH PAYROLL REIMBURSEMENT PROGRAM. ROLL CALL VOTE, MOTION CARRIED 2-0.

RESOLUTION –Grant Acceptance; State of Michigan Coronavirus Relief Local Government Grant (CRLGG)

Mr. Brower explained to the Committee that throughout the year, the State revenue sharing comes from six (6) revenue sharing payments, every two (2) months. The last payment was August, 2020 for the FY 2019/2020. The two portions are constitutional funding and statutory funding in the amount of \$904,305. After the FY closed, the Stated passed the budget and took away the statutory portion from the August payment. Therefore in turn they gave the City \$1.4 million in Federal Revenue to be applied for COVID related items. With the acceptance of this

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the net increase is \$501,287 and the acceptance will be written in broad format to cover the COVID expenses.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FROM THE STATE OF MICHIGAN CORONAVIRUS RELIEF LOCAL GOVERNMENT GRANT. ROLL CALL VOTE, MOTION CARRIED 2-0.

**ADJOURN**

Adjourned at 9:13 a.m.

Submitted by,

Sherrie Boak, Council Office Manager

Lansing City Council

Approved by the Committee on \_\_\_\_\_

CITY OF LANSING, MICHIGAN

**ORDINANCE NO. 1218**

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN TO AMEND SECTION 206.05 OF THE CITY OF LANSING CODIFIED ORDINANCES TO PROVIDE FOR SOLE SOURCE PROCUREMENT OF SUPPLIES, SERVICES, OR CONSTRUCTION ITEMS AND SETTING THE CRITERIA FOR SUCH PROCUREMENT

THE CITY OF LANSING ORDAINS:

SECTION ONE: Section 206.05 of Part 2, Title 2, Chapter 206 of the City of Lansing Codified Ordinances is amended to read as follows:

206.05. - Sole source procurement.

- (A) A contract for supplies, services or construction items may be awarded by the Mayor or Director, whoever is applicable, without competitive sealed bids when the Director, HAVING PERFORMED A WRITTEN ANALYSIS WITH FINDINGS PURSUANT TO THIS SECTION, determines, after conducting a good faith review of available sources AND APPLYING THE CRITERIA SET FORTH IN Section 206.05 (C), that there is only one source for supplying the requested supply, service or construction item AND NO OTHER REASONABLE ALTERNATIVE SOURCE EXISTS. The Director, along with a representative from the requesting using agency, shall conduct negotiations as appropriate. The written documentation shall be available for public inspection in the Finance Department.
- (B) The sole source procurement shall be made at the lowest obtainable price and the Mayor OR DIRECTOR shall submit a WRITTEN report, INCLUDING THE ANALYSIS AND FINDINGS REQUIRED IN SECTION 206.05, WITHIN THIRTY DAYS FROM THE DATE the transaction is CONSUMMATED, to the City Clerk and CITY Council identifying sole source procurement contracts equal to or in excess of \$15,000.00 awarded by the City, the name of the firm(S) involved, and the prices the contracts were awarded for.
- (C) THE CRITERIA TO BE FOLLOWED BY THE DIRECTOR IN DETERMINING THAT THERE IS ONLY ONE SOURCE FOR SUPPLYING THE REQUESTED SUPPLY, SERVICE, OR CONSTRUCTION ITEM ARE:
  - (1) SPECIAL FEATURES ARE REQUIRED; OR
  - (2) SPECIAL MARKET CONDITIONS EXIST; OR
  - (3) SPECIAL SERVICES OR FACILITIES ARE REQUIRED; OR
  - (4) THE SOURCE IS UNIQUE OR SPECIAL IN NATURE; OR
  - (5) THE SOURCE IS LIMITED OR PROPRIETARY; OR

- (6) SALES TERRITORIES OR PRODUCT AVAILABILITY WITHIN LIMITED GEOGRAPHICAL BOUNDARIES REQUIRE SOLE SOURCE PROCUREMENT; OR
  - (7) WHERE STANDARDIZATION OR COMPATIBILITY IS THE OVERRIDING CONSIDERATION AND SUCH COMPATIBILITY OR STANDARDIZATION CAN ONLY BE ACHIEVED THROUGH THE PURCHASE OR USE OF A UNIQUE PRODUCT; OR
  - (8) WHERE A PRODUCT OR SERVICE IS SPECIFICALLY IDENTIFIED AS PART OF A GRANT AWARD.
- (D) THIS SECTION IS SUBJECT TO SECTION 206.17., UNAUTHORIZED PURCHASES.

SECTION 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules, inconsistent with the provisions hereof are hereby repealed in their entirety and shall be void and of no effect.

SECTION 3. Should any section, clause or phrase of this Ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4. This Ordinance shall take effect on the 30<sup>th</sup> day after enactment unless given immediate effect by the City Council.



Chris Swope, CMMC/MMC  
Lansing City Clerk

I hereby certify that the foregoing is true  
and is a complete copy of the action  
adopted by the Lansing City Council.

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
**FROM:** Stephanie Robinson CPPB, Senior Buyer  
**DATE:** August 31, 2020  
**SUBJECT:** Sole Source Purchase – Action Target Inc.

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department  
Vendor: Action Target Inc.  
Item Purchased: Repairs to the Bullet traps at the Firearms Range  
Dollar Amount: Not to exceed \$174,000 (FY21 account 2683254.977000)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr



**CITY OF LANSING**  
 124 W. Michigan Ave  
 Lansing, MI 48933  
 (517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086694
DATE	07/15/20
VENDOR I.D.	V002705
DELIVERY DATE	
FOB	
REQUISITION NO.	PR015306
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

TO: ACTION TARGET INC  
 PO BOX 636  
 PROVO, UT 84603

PHONE# (801) 377-8096 FAX# (801) 377-8096

**DELIVER ITEMS TO:**

LANSING POLICE - FIREARMS RANGE  
 16001 AIRPORT RD  
 LANSING, MI 48906

**SEND INVOICE TO:**

LANSING POLICE - FIREARMS RANGE  
 120 W MICHIGAN AVE 4TH FL  
 LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	LABOR	67,500	EA	1.00	67,500.00
002	SMALL RANGE	36,550	EA	1.00	36,550.74
003	LARGE RANGE	57,840	EA	1.00	57,840.25
004	HARDWARE FOR BOTH RANGES	6,988.0	EA	1.00	6,988.09
005	SHIPPING	5,000	EA	1.00	5,000.00
				TAX	0.00
				<b>TOTAL</b>	<b>173,879.08</b>

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
Samantha Harkins, Deputy Mayor

**FROM:** Stephanie Robinson, CPPB Buyer

**DATE:** July 9, 2020

**SUBJECT:** Sole Source Purchase – Action Target Inc.

The Lansing Police Department requests that Action Target Inc. be designated as a sole source company for Action Target Traps for the Lansing Police Firearms Range Bullet Traps.


Please see the attached letter and approval from Kevin Schlagel and Daryl Green.

Based on the attached letter we recommend issuing a sole source purchase order to Action Target Inc. in the amount of \$ 174,000 from the account 2683254.977000.

Attachment

Date 7-13-20

Approved  Denied

  
\_\_\_\_\_  
Andy Schor, Mayor



Andy Schor, Mayor

LANSING POLICE DEPARTMENT  
FIREARMS RANGE

**SERGEANT KEVIN SCHLAGEL**

120 WEST MICHIGAN AVENUE  
LANSING, MI 48933  
PHONE: (517) 483-4638  
FAX: (517) 483-6039  
kevin.schlagel@lansingmi.gov



Daryl Green, Chief

To: Stephanie Robinson, Purchasing Department, Senior Buyer  
From: Daryl Green, Chief of Police  
Subject: Sole Source Request for Range Bullet Traps  
Date: 06-15-2020

Over the past several years the bullet traps located at 16001 S. Airport Rd/Lansing Police Firearms Range have been showing signs of weakening. Several of the traps are showing signs of stress fractures which will soon make them unusable, eliminating firearms training.

The original traps were installed by Action Target Inc of Utah. Action Target Traps are part of the installed system and can only be replaced with specific traps from that company.

I am requesting a sole source request for \$174,000 for the above listed equipment. The account number of the purchase is 2683254-970000. This money has been previously allocated for the purchase in FY2021. No money will be paid to the company until 07-01-2020.

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Daryl Green  
Chief of Police  
Lansing Police Department  
120 W. Michigan  
Lansing, MI 48933  
Telephone: 517-483-4801

*“Capital City’s Finest”*



Action Target Inc. Box 636, Provo, UT 84603-0636 801-377-8033 FAX: 801-377-8096

# Lansing Police Department-RFQ

Lansing, MI 48933

Quotation: 121895 By: Jared Peay Printed: 2020-Feb-27

## Included Items:

1 **LABOR** ..... 67,500.00

Mobilization, Hotel, Airfare, rentals, PPE, Consumables.  
Estimated 4-5 days - full crew.

### Small Range

- 7 Chambers TCT2 Replaced
- 2- 3 foot
- 2-4 foot
- 3-6 foot
- 7 Deflectors Replaced
- T1 Plates
- 1- 3 foot Left flare T1
- 1-3 foot right flare T1
- 4-6 foot center T1
- 2-4 foot center T1

### Large Range

- Chambers
- 9-6 Foot TCT2 Chambers
- 11-Deflectors
- T1 Plates
- 10-6 foot Center T1
- 1-6 foot Left Flare T1
- 1-6 Foot Right Flare T1

due to the difficult locations and being an outdoor boom trap. Chambers will have to be dolly carted into range through 3 ft. Door and engine hoisted into place. Customer will need to offload and place chambers by access door to back of the range

1 **Small Range** ..... 36,550.74

1	Large Range .....	57,840.25
1	hardware for both ranges .....	6,988.09
	<b>Shipping</b>	5,000.00
	<b>Total</b>	<u>173,879.08</u>

**Payment Terms:**  
PO with Milestones

**Shipping Terms:**  
Deliver

**Installation Terms:**  
ATI

**Terms and Conditions:**

You must reference the Order Number above on your purchase order to secure best price. Action Target reserves the right to adjust installation costs based upon the actual site conditions encountered. Unless explicitly itemized, price does not include taxes, bonds, fees, assessments, licenses, mandatory wage requirements or other regulatory costs which may be applicable to the job site.

**Comments:**

Repair of the large and small range.  
Chamber, deflectors and plates.

**NOTES:**

- \* Additional parts are not included in the above rates and will be billed separately as needed and approved.
- \* Rates include all labor, travel, lodging, and other expenses.
- \* Extraordinary repairs or materials may require additional work days billed above and beyond the scheduled maintenance days. This includes dropping the troughs, removing backed up lead, chiseling lead, plate adjustments, etc.
- \* Range must be cleaned prior to the Tech's arrival for service.
- \* Please email pictures of the range and equipment to rivie@actiontarget.com prior to visit.

The customer is responsible to offload any delivered materials and to place them in an area easily accessed by Action Target technicians.

**Other Exclusions:**  
Bonds, Permits, and Taxes.  
Structural Design.

Site Preparation.  
Concrete: including cutting, coring, and patching.  
Field Painting.  
Site Utilities.  
Waste Disposal, including removal or disposal of old equipment.  
Mandatory Wage Requirements.

**TERMS AND CONDITIONS:**

**Payment:** All previous invoices must be paid in full prior to service. Payment for individual maintenance plan visits and resulting parts (if necessary) will be invoiced immediately following the visit. All payments are due within 30 days of receipt of invoice. Multiple visit maintenance plans allow for discounted prices on visits only, not parts. The discounted prices are based on how many visits will be made during the contract period which is typically one year. If you do not accept and schedule every visit in the contract, the discounted prices for the previous visits will be adjusted retroactively to reflect the actual number of visits and you will be invoiced accordingly.

**Parts:** Unless specifically included with this proposal, all parts used during maintenance visits are extra. Parts will not be used or ordered without approval from the facility personnel. ATI can utilize spare parts the facility has on hand to accomplish minor repairs. Should an extra visit be required to install ordered parts, additional charges may be incurred. It is recommended that you secure a separate parts allowance during the maintenance approval process. This will allow you to order parts when needed without going through a separate approval process each time.

**Scheduling:** Please call to request a visit date allowing for at least 6 weeks of lead time. A visit occurring with less lead time may incur additional expedited travel charges.

**Scope of Work:** ATI will service ATI furnished devices/parts/systems only. Service on third party equipment or components may need to be referred to the original manufacturer. Maintenance visits are not renovations or remodels. ATI's work is limited to functionality testing, reasonable repairs, adjustments, safety check, and overall operational maintenance.

Unless specifically included in this proposal, heavy maintenance items like dropping auger troughs, flipping bullet trap plates, changing bullet trap chambers etc. are not included in normal maintenance visits. Heavy maintenance services are available and can be scheduled separately.

If access to the range is through any door narrower than 48", labor costs may be significantly impacted. Work areas must be clean and free from storage items, equipment, tools, or other obstacles that might impede access to work areas or limit ability to perform contracted work.

Labor and scope of work details are based on "one day" being defined as an 8-hour period. It is possible that the scope of work may be completed in less than 8 hours.

**Lead Remediation:** Unless specifically included in this proposal, ATI is not responsible for any removal of lead or cleaning the facility of lead. The facility is responsible for disposal and recycling of lead and other waste from housekeeping and maintenance services. The facility is also responsible for disposal of replaced equipment or components like impact plates, bullet trap chambers, etc.

**Exclusions:** ATI is not responsible for the following:

1. Any ATI system parts, devices, air compressors, or structures that are damaged due to accidents, normal wear and tear, abuse, negligence, acts of God, absence of recommended cleaning, lubrication, absence of recommended preventative maintenance, or ballistic damage due to inappropriate ballistic application or ammunition.
2. Prevailing wage, holiday pay, or premium time labor.
3. Any material or labor not included in the foregoing.
4. Any required line power, outlets, or power panels.
5. Permits, bonds, licenses, taxes, engineering, drawings, or reports not listed above.
6. Collection and removal of lead and/or lead dust or fragments.
7. Dumpster or other disposal or waste transportation costs.
8. Structural design.
9. Concrete including cutting, coring, and patching.
10. Site preparation. (electrical outlets, buried utility lines or conduits, drainage, etc.)
11. Offloading or lift gate delivery.
12. Removal of walls or other construction elements.
13. Removal of dirt, rocks, or other debris blocking access to work areas or range equipment.

\* Parts are not included in the above rates and will be billed separately as needed and approved.

\* Rates include all labor, travel, lodging, PPE, insurance, and other expenses.

\* See the following pages for a detailed description of services, terms, and conditions.

\* Extraordinary repairs or materials may require additional work days billed above and beyond the scheduled maintenance days.

**Disclosure Statement:** Any and all information and data contained herein is the property of Action Target Inc (ATI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

Fax this signed proposal to 801-377-8096 to begin scheduling your maintenance visits, or mail it to:

Action Target / ATTN: Maintenance Plans / PO Box 636 / Provo, UT / 84601 or send to rivie@actiontarget.com.

Contact Jared Peay at 801-396-1221 or email at jaredp@actiontarget.com with additional questions or for more information.

Maintenance Plan Approval Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Approval Date: \_\_\_\_\_



## METALS RECYCLING & FILTERS PROGRAM



[ActionTarget.com](http://ActionTarget.com)



# METALS RECYCLING & FILTERS PROGRAM



## COMPLIANT

We provide a comprehensive and safe recycling collection method for your lead and brass. Our process is compliant with OSHA and EPA regulations.



## CONVENIENT

With one simple call we remove the hassle of recycling your spent lead and brass.



## PROFITABLE

With transparent published pricing based on the London Metals Exchange (LME) spot price, you can rest assured you are getting the best price for your recycled metal, even as prices fluctuate.



## GUARANTEED

Our ammo is always in stock for small and large orders and 100% warranted for quality and performance.

# THE EASIEST AND MOST PROFITABLE WAY TO RECYCLE YOUR BRASS AND LEAD

Action Target offers a comprehensive program to ensure you get the most from your lead and brass. Our convenient system makes it easy to turn your spent metals into range supplies and ammunition for your range.



## COLLECT YOUR LEAD & BRASS

Simply collect and package lead, brass, and filters from your range.



## CONTACT ACTION TARGET

Schedule a pickup and lock in your LME spot pricing. 801.876.2442



## FAST PICKUPS

We will pick up your lead, brass, and filters within 72 hours.



## RANGE SUPPLIES & AMMUNITION

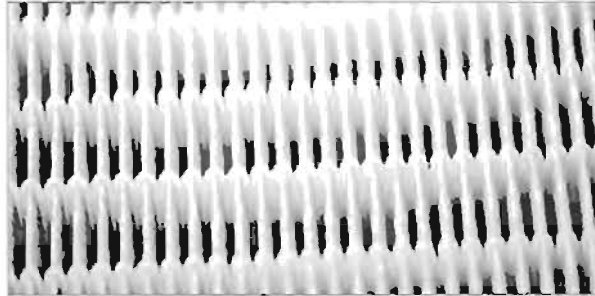
Maximize your profit by using the value of your lead and brass for discounted Dealer pricing range supplies and ammunition.



## BEST IN CLASS PAYMENT

Receive maximum value for your lead and brass.

# PROGRAM DETAILS



## RECYCLING PROCEDURE

Recycling your metals with Action Target is easy and efficient. Simply call 801.876.2442 or email [recycle@actiontarget.com](mailto:recycle@actiontarget.com) to lock in your LME spot pricing and schedule a pickup and we'll be there within 72 hours. We'll sort and weigh your metals at our warehouse and issue your credit.

### Fast, Convenient Pickup

- The minimum pickup weight is only 4,000 lbs with no maximum limits.
- Total weight and quality is confirmed within 72 hours of receipt at our warehouse.
- The maximum pallet weight is 3,000 lbs for lift gate service or 4,500 lbs for forklift.

### Simple Brass and Lead Packaging

We'll work with you to supply and customize a complimentary packaging system that best fits your range and protects your brass and lead from theft and weather damage.

- Gaylord boxes fit through bay doors and hold 3,000 lbs of brass (full) or 3,000 lbs of lead (one-third full).
- 55-gallon drums hold 600 lbs of brass (full) or 1,500 lbs of lead (three-fourths full).

### Best in Class Payment Structure

We eliminate the middle man and lock in your metal price when you contact us to maximize your profit.

- Lead and brass pricing is listed live at [LME.com](http://LME.com) using the London Metals Exchange (LME) spot pricing, the global center for industrial metals trading. We currently pay 54% of LME for brass (copper index) and 45% for lead. Conversion rates are set at the beginning of each calendar year.

Get the most from your ammunition with Action Target. For more information or to schedule a pickup,  
801.876.2442 / [recycle@actiontarget.com](mailto:recycle@actiontarget.com)

## FILTER DISPOSAL

Action Target makes it easy to dispose of your contaminated filters and PPE. One of the challenges that shooting ranges face is how to take care of contaminated filters. Shooting ranges are responsible for all the waste it generates including verifying that it is properly disposed of or recycled, this liability never goes away. Hazardous waste collection and disposal are strictly governed through EPA and DOT regulations and Noncompliance could result in significant penalties, potentially even criminal. Action Target will pick up and recycle HVAC and DCU filters for members of the Metals & Range Supplies Program. Contact us at 801.876.2442 to get a quote.

### Approved, Reliable Disposal

Action Target uses approved disposal procedures to help ranges avoid fines from government agencies and have confidence that their filters are being handled appropriately

- RCRA (Resource Conservation and Conservation Act) approved.
- OSHA and EPA compliant
- Filter pickup from your range will take place within two weeks of the pickup request.
- We provide proper disposal documentation, protecting you from potential fines.

### Low Cost Disposal

Action Target has negotiated rates to keep the cost of filter disposal lower than doing it yourself.

- Use your recycling credit to cover the cost of disposal.
- Save more by having us pick up at least 6 cubic yards of material.

### Quality Replacement Filters

We stock a variety of HVAC filters at [Shop.ActionTarget.com](http://Shop.ActionTarget.com).

- All our filters have been carefully selected to fit the unique needs of shooting ranges.
- We offer various filter options for small or large HVAC systems.

### DCU Lead Dust Recycling

We will also pick up your DCU Lead dust

- Use your recycling credit to cover the cost of disposal.

## SHOP.ACTIONTARGET.COM

The Action Target Store is the source for everything your range needs to operate. Use your credit to purchase ammunition and other supplies you need for your range. Call 1.800.779.0182 or visit [Shop.ActionTarget.com](http://Shop.ActionTarget.com).

### Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone in the industry.

### Target Backers

We stock a variety of backers to fit any target system.

### Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.

### Range Cleaning

Keep your range safe and clean for users with products designed to remove lead from hands, shoes, floors, and more.

### Firearm Cleaning and Storage

Keep your rental guns secure and working smoothly with our selection of firearm storage, cleaning, and lubrication gear.

### Range Equipment, Service Parts, and Cleaning

The credit from your metals can be applied towards improving and maintaining your shooting range.


### Action Target Ammunition

Our ammunition is guaranteed to be top quality and always in stock. We carry the most popular calibers (.380, 9mm, 10mm, .40 S&W, .45 ACP, 38 Special, .223 Rem, and .308 Win) and can even send specialty calibers upon request. If your order exceeds 50,000 rounds, we'll ship it for free.

### 10% LOYALTY BONUS

Use 100% of your metals credit of one pickup at our store and we'll provide a 10% bonus. Your \$5,000 becomes \$5,500.



 **ACTION** AFTERMARKET  
**TARGET** SERVICES



# CONTENTS

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CUSTOMIZED MAINTENANCE & CLEANING PROGRAMS	8
ACTION TARGET STORE	10
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## METALS RECYCLING

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

### Fast and Convenient Pickup

- The minimum pickup weight for the best price is only 4,000 lbs with no maximum limits.
- Total weight and quality is confirmed within 72 hours of receipt at our warehouse.
- The maximum pallet weight is 3,000 lbs for lift gate service or 4,000 lbs for forklift.

### Simple Brass and Lead Packaging

We'll work with you to supply and customize a complimentary packaging system that best fits your range.

- Gaylord boxes fit through bay doors or man doors and hold 1,200 - 3,000 lbs of brass.
- 55-gallon drums hold 650 lbs of brass or 1,800 lbs of lead.

### Best in Class Payment Structure and Loyalty Bonus

We maximize your profit by eliminating the middle man and locking in your price when we pickup your metals.

- Lead and brass pricing is listed live at LME.com, the global center for industrial metals trading. We currently pay a competitive percentage of the LME spot price for metals.
- Use your credits at our store for a 10% bonus credit.

## RANGE WASTE DISPOSAL

Action Target makes it easy to dispose of your contaminated range waste such as lead-contaminated filters and PPE. Action Target will pick up and dispose of HVAC and DCU filters for members of our Filter Disposal Program.

### Compliant and Reliable Disposal

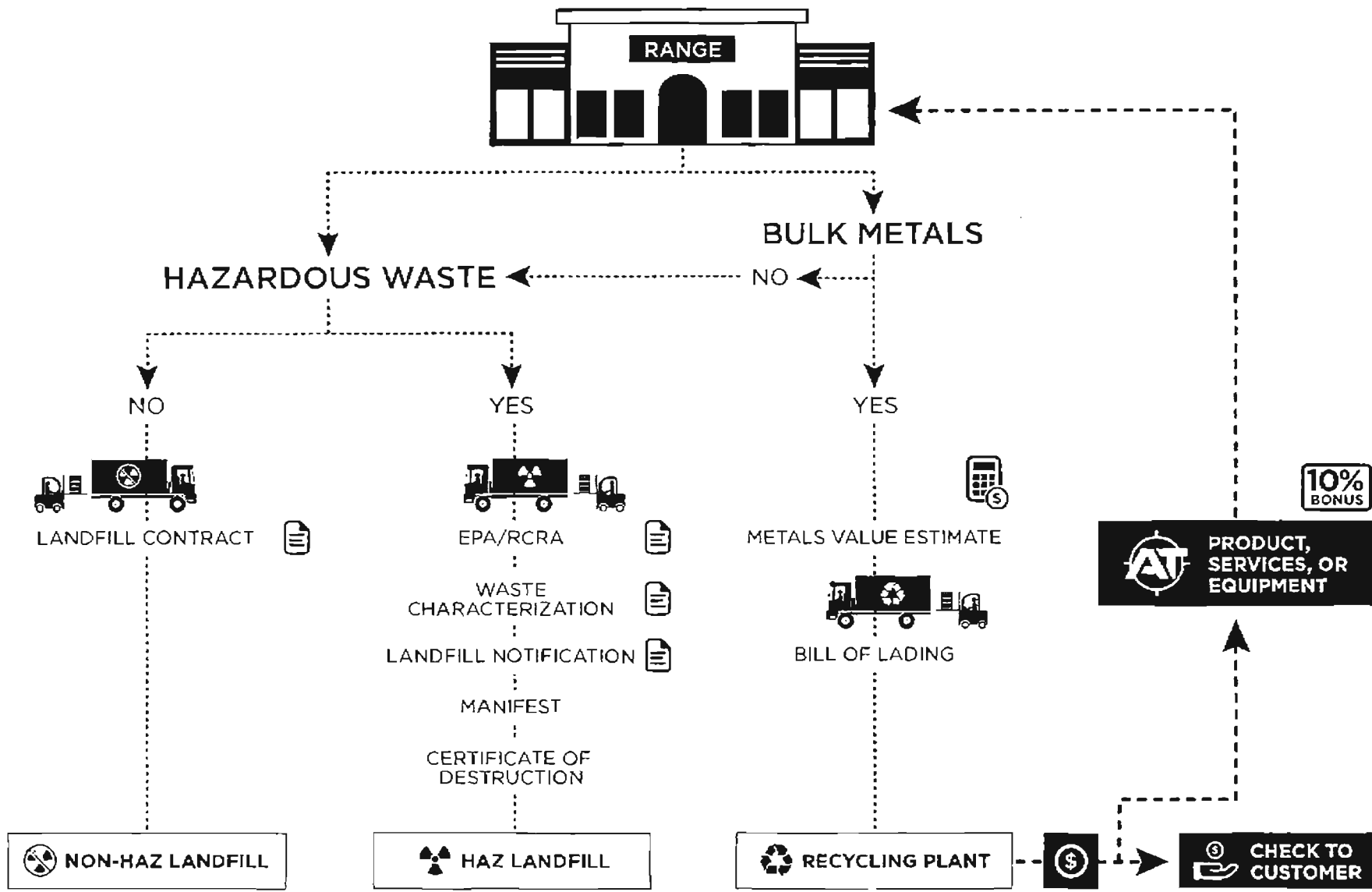
Action Target uses approved disposal procedures. Hazardous waste collection and disposal are strictly governed through EPA and DOT regulations.

- RCRA (Resource Conservation and Recovery Act) approved.
- OSHA and EPA compliant.
- We provide proper disposal documentation, protecting you from potential fines.



Use your metals credit at our store to buy products, services, or upgraded range equipment and we'll add a 10% bonus.

Get the most from your metals recycling with Action Target. For more information or to schedule a pickup, contact us at 801.876.2442 or [recycle@actiontarget.com](mailto:recycle@actiontarget.com)



RANGE MUST MAINTAIN ALL DOCUMENTS FOR A MINIMUM OF 3 YEARS



## TRANSPARENT PRICING

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

## PROPRIETARY PROCESS

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

- Best in industry lead recovery.
- Minimized range down time.
- Clean and efficient.
- All equipment fits through a standard doorway, and is all contained within the range during cleaning.

## CONVENIENCE

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

We'll take care of properly mining your rubber berm trap. For more information or to schedule a cleaning, contact us at 877.852.2418 or [support@actiontarget.com](mailto:support@actiontarget.com)



## RANGE VISITS

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

- **Product Inspections:** Our technicians thoroughly inspect your range products for wear and assess necessary service and maintenance protocols.
- **Product Servicing:** Any products in need of service are taken care of on-site. Be it electrical, pneumatic, or physical, our technicians have the skills and knowledge to restore equipment operation.
- **Preventative Maintenance:** Keeping your products in working order is more important than fixing problems. Our technicians perform necessary preventative maintenance such as greasing, tensioning, and filter replacement.
- **Staff Training:** When our technicians are on-site, they are available to provide ongoing equipment training for your staff.
- **Range Cleaning:** We offer a variety of range cleaning services to keep your range safe for staff and clients.

Our expert technician range visits is the backbone of our maintenance plans.



## RANGE CLEANING

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

- **General:**
  - HEPA vacuum:
    - Ventilation vents.
    - Floor and walls.
    - Ceiling and wall baffles.
    - Target retriever tracks.
    - Shooting stall soft surfaces
  - Maintain and clean your HEPA vacuum including filter changes as needed.
  - Wet wipe shooting stall hard surfaces
  - Clean shooting stall glass
  - Remove, replace, and properly dispose of air filters
- **Steel Bullet Traps:**
  - Gather and dispose of bullet fragments, bullet jacket fragments, and other debris.
  - HEPA vacuum:
    - Exposed surfaces.
    - The area behind the trap.
  - Remove lead ingots and other accumulation.
- **Rubber Berm Traps:**
  - Remove rubber from the trap.
  - Separate and dispose of lead and other debris.
  - Place rubber back on the trap.
  - Apply fire retardant.



## RANGE MAINTENANCE

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

- **Protect Your Warranty:** Performing all of the required maintenance is key to keeping your equipment under warranty. A regularly scheduled maintenance plan with trained Action Target technicians is the optimal way to make sure this happens.
- **Save Time:** Many range operators simply don't have the manpower, expertise, or time to keep their equipment properly maintained. When lack of maintenance leads to equipment failure, critical operating time is lost. Whether your range is a training facility or a commercial operation, an Action Target maintenance plan will help you focus your time on the important business of running your range.

Customized maintenance plans are available for any range. For more information or to schedule a service, contact us at 877.852.2418 or [support@actiontarget.com](mailto:support@actiontarget.com)

# INDUSTRY-LEADING SELECTION



## PAPER AND CARDBOARD TARGETS

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.



## TARGET BACKERS

We stock a variety of backers to fit any target system.



## STEEL TARGETS

We offer a wide variety of innovative steel targets.



## EYE AND EAR PROTECTION

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.



## FIREARM STORAGE AND CLEANING

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.



## RANGE CLEANING PRODUCTS

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.



## HVAC FILTERS

Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

## DEALER DISCOUNTS

Receive discounts on your range products by becoming an Action Target dealer. We currently have three discount tiers based on annual purchase volume. Each level has progressively deeper discounts. Contact customer care at 1.800.779.0182 to learn more about the discount tiers and sign up.



### PLATINUM LEVEL

Dealers with a greater than \$8,000 annual purchase volume.



### GOLD LEVEL

Dealers with a \$1,500-\$8,000 annual purchase volume.



### SILVER LEVEL

Dealers with a \$500-\$1,500 annual purchase volume.

Visit [Shop.ActionTarget.com](http://Shop.ActionTarget.com) to see our full selection of items and to place your order.

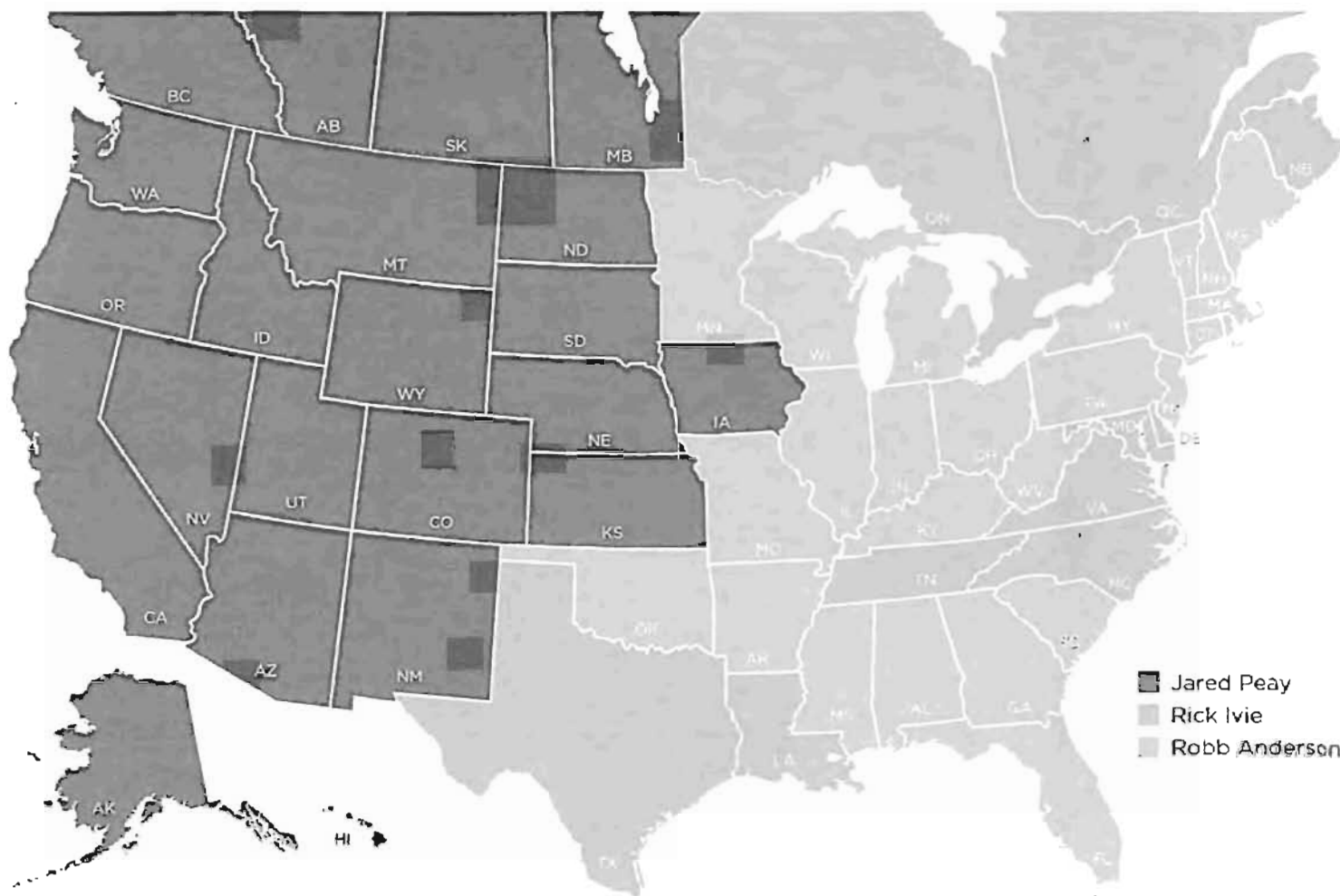


# CUSTOMER SERVICE ACCOUNT MANAGERS

**JARED PEAY**  
jaredp@actiontarget.com  
801-396-1221

**RICK IVIE**  
rivie@actiontarget.com  
801-705-9133

**ROBB ANDERSON**  
robba@actiontarget.com  
801-705-9170



Range Environmental Solutions LLC  
 c/o Farren Rosen  
 2401 Sunset Blvd, Ste. 300  
 Houston, Texas 77005  
 Tel: (713) 637-4022  
 Service@reswastc.net

## CONTRACT FOR MANAGEMENT OF WASTE SERVICES

**THIS CONTRACT FOR MANAGEMENT OF WASTE SERVICES** (Agreement) between Range Environmental Solutions LLC and its subsidiaries, assigns, and contractors on the one hand ("Contractor") and Customer (identified on this page below) on the other hand is effective as of the date signed by the Parties below (the "Effective Date") and includes the Attachments. Contractor and Customer are sometimes referred to each as a "Party" or together as "Parties". This Agreement includes this cover page and the following Attachments:

- Attachment 1 - TERMS AND CONDITIONS
- Attachment 2 - PRICING INFORMATION
- Attachment 3 - ENVIRONMENTAL SERVICES ADDENDUM
- Attachment 4 - ATI METAL CREDIT PAYMENT AUTHORIZATION

<b>"Customer":</b>	Name: _____	
	Address: _____	
	City/State/Zip: _____	
	Tel: _____	Fax: _____
	Authorized Agent: _____	Email: _____

<b>AUTHORIZED:</b>  Range Environmental Solutions LLC	<b>ACCEPTED AND AGREED:</b>  CUSTOMER: _____
Authorized Signature	Authorized Signature
Printed Name and Title	Printed Name and Title
Date of Authorization	Date of Acceptance

of the invoice. In the event Customer has a good-faith objection to an invoice, Customer shall pay the undisputed amount pursuant to the terms of this Agreement and notify Contractor of such objection in writing within twenty (20) days; failure to object in writing within twenty (20) days constitutes waiver of objections to invoices.

- c. **Late Payment.** For any late payment received by Contractor, Contractor shall charge Customer a service charge of one and one-half percent (1½%) per month of the outstanding invoice amount or the maximum percentage allowed by law, whichever is less. Customer shall pay all reasonable costs of collection, including attorneys' fees and expenses, incurred by Contractor in the collection of payment of invoices which are not timely paid by Customer.
- d. **Non-Payment of Invoices.** If payment of Contractor invoices is not maintained on a 30-day current basis, Contractor may suspend further performance of any or all Services and/or withhold any and all materials, labor, work or data from Customer until full payment is made.
- e. **Change in Fees or Rates.** Contractor shall have the right to revise any of the prices upon thirty (30) days' written notice to Customer; including upon notice of any price or fee increase to Contractor imposed by Service Provider.

**SECTION 5. CUSTOMER SITE ACCESS.** On the date of Service, Customer must have the range available for the Service Provider to perform the Service. Customer shall allow Service Provider access to such Customer's property and/or worksite during regular business hours as necessary to perform Services. Customer shall provide the Service Provider a safe working environment for any Services performed. Service Provider, its employees and subcontractors are required to comply with any safety procedures at the work site, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to Contractor or Service Provider prior to the commencement of Services, if such procedures are delivered to Contractor, Contractor will provide the safety procedures to the Service Provider. Customer hereby provides permission granting Service Provider, its employees, agents and subcontractors to enter the property on which the Services are to be performed for the purposes of performing the Services.

**SECTION 6. INDEPENDENT CONTRACTOR.** The relationship between Contractor and Customer under this Agreement shall be that of independent contractors. Each party shall exercise its own discretion in the method and manner of performing its duties, and neither party shall exercise control over the other except insofar as may be necessary to ensure performance and compliance with this Agreement. Employees, methods, equipment and facilities used by a party shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint venturers or partners of the other party.

**SECTION 7. STANDARD OF CARE OF SERVICE PROVIDER.** Contractor agrees that it will only engage Service Providers to provide the Services that (i) possess the business, professional, and technical expertise to perform the Services, (ii) possess the equipment, facilities, and employees to perform the Services, (iii) are capable of performing the Services in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) agree to perform the Services in compliance with all valid and applicable laws and regulations, including all local, state and federal environmental laws, and (v) represent to Contractor that its facilities have been issued all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services (hereinafter the "Standard of Care"). CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY, OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

**SECTION 8. FORCE MAJEURE.** Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority (including, but not limited to, revocation of permits and changes in applicable laws, regulations, rules or administrative practices of any governmental authority), fire, flood, windstorm, explosion, riot, war, sabotage, labor problems (including lockouts, strikes and slowdowns), court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party. Each of the parties hereto shall be diligent in attempting to remove such cause or causes but shall not be under any obligation to settle strikes by its employees.

**SECTION 9. TERMINATION.** Either party may terminate this Agreement or any Services under this Agreement upon thirty (30) days prior written notice if the other party has breached any material provision of this Agreement, including non-payment and/or partial payment of invoices. The notice of termination shall specify the date when this Agreement or Services terminates and the reasons for termination. If this Agreement is terminated under this section, Customer shall pay Contractor for the Services performed up to the date of the termination of this Agreement.

**SECTION 9. WAIVER.** Any failure by either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of either party at any time to avail itself of such remedies as it may have for any default in the performance of such terms or conditions.

**SECTION 10. INDEMNIFICATION.** To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold Contractor and its affiliates and subsidiaries, and its and their respective contractors and subcontractors, including Service Providers, and their respective members, managers, directors, officers, employees, representatives, invitees and agents (the "Contractor Parties") harmless of, from, and against any and all claims, damages, losses, demands, lawsuits, judgments and costs of suit or defense, including attorney fees (collectively "Claims"), whether for personal injury, property damage, direct or consequential damage, or economic loss directly or

**ATTACHMENT 2**  
**PRICING INFORMATION**

**Range Name:**

**Pricing:**

2-cubic yard super sack:

- 2-5 cubic yards – All in cost \$850/cubic yard.
- 6+ cubic yards – All in cost \$600/cubic yard.

1-cubic yard box:

- 2-5 cubic yards – All in cost \$1050/cubic yard.
- 6+ cubic yards – All in cost \$800/cubic yard.

Pricing is based on 400 lbs/cubic yard. Additional weight will be charged at \$0.70/lb.

Sacks and boxes must be on pallets.

Generally, a 2-cubic yard sack full of pre filters weighs about 300 lbs.

Mid and HEPA filters should be spread out across multiple pallets in order to avoid excess cost for weight.

It is the ranges responsibility to ensure that sacks/boxes are loaded with materials layered in an orderly fashion and are stable for safe transportation.

**Additional charges for range account may include:**

\$100 demurrage after 1st hour of loading

\$350 charge if material is not packaged or staged correctly for pickup (resulting in missed pickup)

\$350 cancellation fee with less than 72 hours notice

\$250 for urgent, unscheduled pickup

\$500 for scheduled pickup on weekend or after hours

Other fees may apply if material does not conform to description and must be repackaged at handling facility if straight out rejected.

Pricing is based on approved waste: lead contaminated filters, ppe, and other lead contaminated debris produced by the range.

**Pricing includes:**

UN-rated packaging required by EPA/DOT

All documentation including Waste Profile and Manifest (Customer will receive the customer copy of the manifest on pickup.

Customer will receive the facility signed off copy by mail within 35 days of proper disposal)

Pickup at their facility

Disposal at hazardous waste landfill

Environmental, insurance, and security fees

Fuel surcharge

LTL Stop fee

With minimum of 10 cubic yard annual commitment, Contractor will provide for 2 hours of waste management related consulting by environmental engineers to each range free of charge. Assistance will include technical interpretations of state and federal regulations as well as help with paperwork for the jurisdiction in which the gun range operates. Without a 10 cubic yard annual commitment, this service is available for a \$500 fee.

**Pricing does not include city, state, and federal taxes**

**ATTACHMENT 4**

**ATI METAL CREDIT PAYMENT AUTHORIZATION**

Dear Customer,

By signing this form below you authorize Action Target, Inc. ("ATI") to use credits generated from Customer's contract with ATI for the removal and recycling of expended brass cartridge scrap and range lead scrap to pay invoices payable by Customer to Range Environmental Solutions LLC ("Contractor") for the Services provided by Contractor to Customer under the Contract for Management of Waste Services between Customer and Contractor until Customer rescinds such authorization.

<b>ACCEPTED AND AGREED:</b>
CUSTOMER: _____
Authorized Signature
Printed Name and Title
Date of Authorization

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
**FROM:** Stephanie Robinson CPPB, Senior Buyer  
**DATE:** August 31, 2020  
**SUBJECT:** Sole Source Purchase – Michigan Law Enforcement Training Associates

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department

Vendor: Michigan Law Enforcement Training Associates

Item Purchased: Consultant for procurement of training, consulting and advising on legal aspects of police policy, practice and law.

Dollar Amount: \$ 30,000.00 from Police Admin account 1013201-741000

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr



# CITY OF LANSING

124 W. Michigan Ave  
Lansing, MI 48933  
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086771
DATE	08/20/20
VENDOR I.D.	V009394
DELIVERY DATE	
FOB	
REQUISITION NO	PR015396
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

TO: MICHIGAN LAW ENFORCEMENT TRAINING ASSOCI  
39555 ORCHARD HILLS PLACE STE 600  
NOVI, MI 48375-5381

Page 1 of 1

PHONE# (855) 738-5539 FAX#

### DELIVER ITEMS TO:

LANSING POLICE - ADMINISTRATIVE SUPPORT  
120 W MICHIGAN AVENUE 4TH FLOOR  
LANSING, MI 48933

### SEND INVOICE TO:

LANSING POLICE - ADMINISTRATIVE SUP  
120 W MICHIGAN AVENUE 4TH FLOOR  
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	RISK MGMT CONSULTANTATION	30,000	EA	1.00	30,000.00
				TAX	0.00
				<b>TOTAL</b>	<b>30,000.00</b>

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
Samantha Harkins, Deputy Mayor

**FROM:** Stephanie Robinson, CPPB, Senior Buyer

**DATE:** August 13, 2020

**SUBJECT:** Sole Source – Michigan Law Enforcement Training Associates

The Lansing Police Department requests that Michigan Law Enforcement Training Associates be designated as a Sole Source consultant for the procurement of training, consulting and advising on legal aspects of police policy, practice and law.

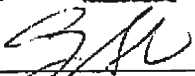
Please see the attached letter from Chief Daryl Green and Captain Rodney Anderson regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Michigan Law Enforcement Training Associates, in the amount of \$ 30,000.00 per the request of the Lansing Police Department.

Attachment

Date: 8-19-20

Approved  Denied

  
Andy Schor, Mayor



Andy Schor, Mayor

## Lansing Police Department Administrative Services Division

### Captain Rodney Anderson

120 West Michigan Avenue  
Lansing, MI 48933  
Phone: (517) 483-6831  
Fax: (517) 377-0166



Daryl Green, Chief

**TO:** Stephanie Robinson  
**FROM:** Daryl Green, Chief of Police  
**SUBJECT:** Sole Source – Michigan Law Enforcement Training Associates  
**DATE:** August 11, 2020

The Lansing Police Department requests the granting of a sole source status to Michigan Law Enforcement Training Associates (MLETA) for the training, consulting and advising on related legal aspects of police policy, practices, tactics and law.

#### MLETA:

Is the only firm in the state of Michigan of its kind as it provides unique legal training, consulting and advising on the narrow and specific legal aspects of police policy, practice and law;

Is the only firm dedicated to providing training, consulting and advising services to police agencies and has been doing so for over 20 years;

Provides 24/7 emergency response to critical incidents and to assist the police department with operation and other issues that have legal aspects;

Attends and provides a monthly briefing training for officers; and

Has clients in local and state law enforcement and also represents college and university police departments.

The Department has used MLETA in the past and has been very pleased with the services received.

We are seeking to utilize their services for 12 months at a total cost of \$30,000.

Thank you for your assistance with this matter.

*Daryl Green*

Daryl Green, Chief of Police

*“Capital City’s Finest”*



Andy Schor, Mayor

# Lansing Police Department

Chief Daryl Green  
120 West Michigan Avenue  
Lansing, MI 48933  
Phone: (517) 483-4801



Daryl Green, Chief

MEMORANDUM	
To:	Mayor Schor
From:	Chief of Police Daryl Green
Date:	August 12, 2020
Re:	Police Training Sole Source

Mayor,

This is a request to utilize Michigan Law Enforcement Training Associates (MLETA) as a sole source vendor. MLETA provides unique legal training, consulting and advising on the narrow and specific legal aspects of police policy, practice and law.

Brett Naumcheff, owner of MLETA, is a former police officer and well-respected licensed attorney with a focus on police training. LPD utilized his services near the end of FY20. He provided high quality and timely consulting and advising on a wide range of training requirements consistent with the Michigan Council of Law Enforcement Standards (MCOLES). His services were invaluable in reducing associated liability to the City through the legal training of police employees.

Contact me if you have any questions.

*Daryl Green*

Chief Daryl Green



EIN # 46-3866775

# Training and Consulting Proposal Constitutional and Holistic Based Policing Model

Date: August 6, 2020

**Agency:**

Lansing Police Department  
Attn: Daryl Green  
120 West Michigan  
Lansing, MI 48933

**Proposal**

- All legal based consulting on police law and practice and professional services will be conducted by Brett M. Naumcheff, a licensed and insured Michigan lawyer with 27 years of public safety experience in addition to 20 years as a Police Legal Advisor,
- 12 Month Term and 192 hours,
- 24/7 availability for consultation and response,
- 4 - Monthly site visits to meet with Police Administration and others as appropriate,
- Provide monthly and time sensitive verbal and written legal updates,
- Review and make recommendations for identified and current high-risk policies,
- Draft proposed high-risk policy amendments consistent with current Michigan, Sixth Circuit and United States Supreme Court law and precedent,
- Provide large group and small group departmental legal presentations,
- Provide on-site monthly briefing legal updates,
- Provide individual and small group follow-up training for education based discipline,
- Provide legal review of use of force encounters incidents and police practice incidents,
- Assist with the creation of a legal based and defensible training program,
- Provide recommendations to LPD regarding public safety risk management issues,
- Respond to critical incidents and
- Other duties as assigned and agreed by the Chief of Police.

Cost: \$30,000.00

Michigan Law Enforcement Training Associates, LLC  
39555 Orchard Hill Place  
Suite 600  
Novi, MI 48375  
[www.micoptraining.com](http://www.micoptraining.com)

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
**FROM:** Stephanie Robinson CPPB, Senior Buyer  
**DATE:** October 9, 2020  
**SUBJECT:** Sole Source Purchase – Sundance Chevrolet

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department  
Vendor: Sundance Chevrolet  
Item Purchased: Two vehicles for special ops  
Dollar Amount: Not to exceed \$29,300 (FY21 account 2673254-977000)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr



**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
Samantha Harkins, Deputy Mayor

**FROM:** Stephanic Robinson, CPPB, Senior Buyer

**DATE:** September 2, 2020

**SUBJECT:** Sole Source – Sundance Chevrolet of Grand Ledge

The Lansing Police Department requests that Sundance Chevrolet of Grand Ledge be designated as a Sole Source vendor for the procurement of two vehicles for Special Operations and Violent Crime Teams.

Please see the attached letter from Chief Daryl Green and Lt. Michelle Spoelma regarding the request for two of the vehicles.

Based on the attached letter we recommend issuing a sole source purchase order to Sundance Chevrolet of Grand Ledge, in the amount of \$ 29,300.00 per the request of the Lansing Police Department.

Attachment

Date: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

\_\_\_\_\_  
Andy Schor, Mayor



**CITY OF LANSING**

124 W. Michigan Ave  
Lansing, MI 48933  
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086804
DATE	09/03/20
VENDOR I.D.	V004766
DELIVERY DATE	
FOB	
REQUISITION NO	PR015435
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

TO: SUNDANCE CHEVROLET  
5895 E SAGINAW HWY  
GRAND LEDGE, MI 48837

PHONE#

FAX#

DELIVER ITEMS TO:
LANSING POLICE - OPERATIONS CENTER 5815 WISE RD LANSING, MI 48911

SEND INVOICE TO:
LANSING POLICE - OPERATIONS CENTER 120 W MICHIGAN AVE 4TH FL LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	2016 FORD ESCAPE, [REDACTED] ODOMETER = 20,552	1	EA	14,500.00	14,500.00
002	2016 BUICK ENCORE, [REDACTED] ODOMETER = 39,212	1	EA	14,800.00	14,800.00
				TAX	0.00
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:				TOTAL	29,300.00

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

*[Handwritten Signature]*



Andy Schor, Mayor

## Lansing Police Department Chief Daryl Green

120 West Michigan Avenue  
Lansing, MI 48933  
Phone: (517) 483-4800  
Fax: (517) 377-0162



Daryl Green, Chief

To: Stephanie Robinson, Purchasing Department  
From: Daryl Green, Chief of Police  
Subject: Sole Source Request – Lansing Police Department Special Operations  
Date: September 1, 2020

The Lansing Police Special Operations Section has identified the need to purchase four vehicles for use by the Special Operations and Violent Crime Teams. This request is for the purchase of the remaining two vehicles. A request for the other two vehicles was dated August 28, 2020 and previously submitted.

The Special Operations team is tasked with identifying and investigating subjects trafficking controlled substances within our community. The Violent Crime Team is tasked with identifying and apprehending our community's most violent offenders. For both of these teams, the use of undercover vehicles is paramount to their success at locating and surveilling offenders while putting together a plan for furthering the investigation or apprehension of the offender. Due to the nature of the operations, the vehicles must blend into the environment in which they are deployed. This is fulfilled by driving used common vehicles of standard colors.

Currently, the fleets for both the Special Operations and Violent Crime Teams are made up of different vehicle makes, models and colors to diversify their efforts to blend in. To add to that diversification the below vehicles have been located:


2016 Ford Escape, with 20552 miles at Sundance Chevrolet, \$14,500.00 (see attached)

2016 Buick Encore, with 39212 miles at Sundance Chevrolet, \$14,800.00 (see attached)

Lt. Spoelma has had both vehicles inspected by Fleet Services. Fleet Services personnel have confirmed that both vehicles are in good shape. Minor cosmetic issues were identified with the 2016 Ford Escape. These minor cosmetic issues are being repaired by Sundance Chevrolet at no additional charge. Lt. Spoelma has searched for comparable vehicles in the Lansing area and has not located the same vehicles for a lower price that offer the same features for the vehicles intended purpose.

I am requesting a sole source total purchase approval of \$29,300.00 for the above listed vehicles. The funds to pay for the vehicle will come from the Lansing Police Department Special Operations Section Forfeiture fund.

Thank you for your assistance with this matter.

  
Daryl Green, Chief of Police



RUST PROOF KIND <input type="checkbox"/> YES <input type="checkbox"/> NO		EXPRESSION <input type="checkbox"/> NEW PLATE <input type="checkbox"/> RENEWAL <input type="checkbox"/> TRANSFER		(PRINT PLAINLY) PURCHASER'S NAME <b>LANSING POLICE DEPARTMENT</b>		STOCK NO. <b>XC21530</b>		VEHICLE BUYER'S DRIVER DATE <b>08/31/2020</b>	
CREDIT LIFE <input type="checkbox"/> YES <input type="checkbox"/> NO		LIST PRICE		DRIVER'S LICENSE NO.		BIRTH DATE		Please Enter My Order For: <input type="checkbox"/> DEMO <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> R.V. <input type="checkbox"/> AS IS Vehicle	
ACCIDENT <input type="checkbox"/> YES <input type="checkbox"/> NO		PURCHASE PRICE OF VEHICLE <small>Including Freight &amp; Accessories</small>		YEAR <b>2016</b> MAKE <b>Buick</b> MODEL <b>Encore</b> COLOR <b>Carbon Black M</b>		ODOMETER READING <b>39212</b>		SALESMAN <b>Sam Cypher</b>	
EXTENDED SER. POL. <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER TAXABLE CHARGES		ENGINE OR SERIES NO.		W/ OR FEE S/A		TO BE DELIVERED ON OR ABOUT DATE	
PARTIAL PAYMENT \$		TOTAL TAXABLE PRICE		OPTIONS WANTED <b>A/C</b>		PROGRAM		VALUE	
CASH RECEIPT NUMBER		LICENSE		AM/FM STEREO		REPLACEMENT VALUE \$		MARKET VALUE <b>14,800 00</b>	
DATE RECEIVED		TITLE		AUX POWER OUTLET		DOC		SALES TAX	
TO BE FINANCED BY:		LABOR SERVICE		CLOTH SEATS		PLATE		TITLE	
ANNUAL % RATE		TOTAL CASH DEL. PRICE		INTERMITTENT WIPERS		GOLD SHIELD		TOTAL CASH DELIVERED PRICE <b>14,800 00</b>	
<input type="checkbox"/> WEEKLY PAYMENTS <input checked="" type="checkbox"/> MONTHLY PAYMENTS		CASH DEPOSIT		POWER LOCKS		TOTAL CASH DELIVERED PRICE		14,800 00	
DUE		CASH DUE ON DELIVERY		POWER WINDOWS		MEMO CASH RECEIPT NO.		ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED	
TRADE-IN		LESS LIEN		TOTAL DOWN PAYMENT		LESS BAL. OWING TO Accl:		NET EQUITY	
AMOUNT TO FINANCE		APPLICABLE TO USED VEHICLES ONLY Effective May 1985 THE INFORMATION YOU SEE ON THE WINDOW FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW DOES NOT CONSTITUTE ANY CONTRACT PROVISIONS IN THE CONTRACT OF SALE.		TRADE-IN		CREDIT		TOTAL CREDITS	
PAYMENT OPTIONS		0 Down		1,000 Down		2,000 Down		BALANCE DUE <b>14,800 00</b>	
RETAINED VALUE		DOWN PAY (EQUITY)		FINAL PAYMENT		SPLIT PAYMENT		TIME SALE CHARGES	
APPROVED BY		APPROVED BY		APPROVED BY		APPROVED BY		AMOUNT OF CONTRACT <b>\$ 14,800 00</b>	
APPROVED BY		APPROVED BY		APPROVED BY		APPROVED BY		ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE VOID FOR DEALER. AND EXCEPT SUCH WARRANTIES OTHER THAN DEALER'S, I SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER PROVIDES TO BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ALL GOODS AND SERVICES SOLD BY DEALER, AND IN ALL USED VEHICLES WHICH ARE FOR BY SOLD "AS IS" - NOT EXPRESSLY WARRANTED OR GUARANTEED.	
APPROVED BY		APPROVED BY		APPROVED BY		APPROVED BY		The text and base of this Order constitute the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no trade-in has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order. This form is if it were spread above my signature, I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order, BASED UPON AVAILABILITY OF VEHICLE AND OF A FINANCING CONTRACT.	
APPROVED BY		APPROVED BY		APPROVED BY		APPROVED BY		PURCHASER'S SIGNATURE _____ ADDRESS <b>120 W MICHIGAN AVE</b> CITY <b>LANSING</b> ZIP <b>48933</b> HOME (517) 483-4821 BUSINESS _____ CELL (517) 890-7209 EMAIL _____ PURCHASER'S COUNTY <b>INGHAM</b> OR RESIDENCE _____	

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
**FROM:** Stephanie Robinson CPPB, Senior Buyer  
**DATE:** October 9, 2020  
**SUBJECT:** Sole Source Purchase – Kia of Lansing

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department  
Vendor: Young Automotive Kia of Lansing  
Item Purchased: Two vehicles for special ops  
Dollar Amount: Not to exceed \$31,135 (FY21 account 2673254-977000)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
Samantha Harkins, Deputy Mayor

**FROM:** Stephanie Robinson, CPPB, Senior Buyer

**DATE:** August 31, 2020

**SUBJECT:** Sole Source – KIA of Lansing

The Lansing Police Department requests that Kia of Lansing be designated as a Sole Source vendor for the procurement of two vehicles for Special Operations and Violent Crime Teams.

Please see the attached letter from Chief Daryl Green and Lt. Michelle Spoelma regarding the request for two of the vehicles.

Based on the attached letter we recommend issuing a sole source purchase order to Kia of Lansing, in the amount of \$ 31,135.00 per the request of the Lansing Police Department.

Attachment

Date: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

\_\_\_\_\_  
Andy Schor, Mayor



**CITY OF LANSING**

124 W. Michigan Ave  
Lansing, MI 48933  
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086805
DATE	09/03/20
VENDOR I.D.	V003510
DELIVERY DATE	
FOB	
REQUISITION NO	PR015437
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

TO: YOUNG AUTOMOTIVE GROUP  
5737 S PENNSYLVANIA AVE  
LANSING, MI 48911

PHONE#

FAX#

DELIVER ITEMS TO:
LANSING POLICE - OPERATIONS CENTER 5815 WISE RD LANSING, MI 48911

SEND INVOICE TO:
LANSING POLICE - OPERATIONS CENTER 120 W MICHIGAN AVE 4TH FL LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	2016 KIA SEDONA. [REDACTED] ODOMETER = 54,631	1	EA	19,000.00	19,000.00
				TAX	0.00
				<b>TOTAL</b>	<b>19,000.00</b>

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

AUTHORIZED SIGNATURE



**CITY OF LANSING**

124 W. Michigan Ave  
Lansing, MI 48933  
(517) 483-4128

TO: YOUNG AUTOMOTIVE GROUP  
5737 S PENNSYLVANIA AVE  
LANSING, MI 48911

PURCHASE ORDER	
P.O. NUMBER	P086803
DATE	09/03/20
VENDOR I.D.	V003510
DELIVERY DATE	
FOB	
REQUISITION NO	PR015434
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE#

FAX#

**DELIVER ITEMS TO:**

LANSING POLICE - OPERATIONS CENTER  
5815 WISE RD  
LANSING, MI 48911

**SEND INVOICE TO:**

LANSING POLICE - OPERATIONS CENTER  
120 W MICHIGAN AVE 4TH FL  
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	2019 NISSAN VERSA [REDACTED] ODOMETER = 37,206	1	EA	12,135.00	12,135.00
				TAX	0.00
				<b>TOTAL</b>	<b>12,135.00</b>

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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AUTHORIZED SIGNATURE



Andy Schor, Mayor

## Lansing Police Department Chief Daryl Green

120 West Michigan Avenue  
Lansing, MI 48933  
Phone: (517) 483-4800  
Fax: (517) 377-0162



Daryl Green, Chief

To: Stephanie Robinson, Purchasing Department  
From: Daryl Green, Chief of Police  
Subject: Sole Source Request – Lansing Police Department Special Operations  
Date: August 28, 2020

The Lansing Police Special Operations Section has identified the need to purchase four vehicles for use by the Special Operations and Violent Crime Teams. This request is for the purchase of two of the four vehicles.

The Special Operations team is tasked with identifying and investigating subjects trafficking controlled substances within our community. The Violent Crime Team is tasked with identifying and apprehending our community's most violent offenders. For both of these teams, the use of undercover vehicles is paramount to their success at locating and surveilling offenders while putting together a plan for furthering the investigation or apprehension of the offender. Due to the nature of the operations, the vehicles must blend into the environment in which they are deployed. This is fulfilled by driving used common vehicles of standard colors.

Currently, the fleets for both the Special Operations and Violent Crime Teams are made up of different vehicle makes, models and colors to diversify their efforts to blend in. To add to that diversification the below vehicles have been located:

2019 Nissan Versa, with 37206 miles at Kia of Lansing, \$12,135.00 (see attached)

2016 Kia Sedona, with 54629 miles at Kia of Lansing, \$19,000.00 (see attached)

Lt. Spoelma has had both vehicles inspected by Fleet Services. Fleet Services personnel have confirmed that both vehicles are in good shape. Minor issues were identified with the 2016 Kia Sedona. All of those minor issues are being repaired by Kia of Lansing at no additional charge. Lt. Spoelma has searched for comparable vehicles in the Lansing area and has not located the same vehicles for a lower price that offer the same features for the vehicles intended purpose.

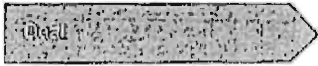
I am requesting a sole source total purchase approval of \$31,135.00 for the above listed vehicles. The funds to pay for the vehicle will come from the Lansing Police Department Special Operations Section Forfeiture fund.

Thank you for your assistance with this matter.

Daryl Green, Chief of Police

8/25/2020

YA4-Deals



**Business Office**  
**LANSING POLICE DEPARTMENT**  
 120 W MICHIGAN AVE, LANSING, MI, 48933  
 Home: 517-483-4600 Cell:  
 Email:  
 County: INGHAM

Stock # L14374  


Buyer

Trades

PDI

Disclosure

Recap

Summary

Commissions

Forms

Deal information

Deal Status:

Retail Lease

List  
12675.00

Price  
11900.00

Down

Trade

Payoff

Function

Rebate

APR

Term Days  
1

Tax

Tax Group  
Michigan State Tax

Payment/Options

AMOS/Opt

Insurance

Accessories

Serv Cont

Fee\$/Lender  
235.00

12135.00 M

Sale Date

08/25/20

Deliver

08/25/20

First Payment  
Lender  
Cash Sale-Retail  
Discount  
775.00

Other / Salespeople

Odometer  
37206

Trade Desc

PDI

CG1585FI0WP1585

Permit#/Exp

Salesperson 1

Salesperson 2

F&I Manager

Sales Manager

12135X00A0B2

Date

Exit

Cancel

8/28/2020

YA4-Deals



**Business Office**  
**LANSING POLICE DEPARTMENT**  
 120 W MICHIGAN AVE, LANSING, MI, 48913  
 Home: 517-403-4100 Cell:  
 Email:  
 County: INGHAM

Stock # L25945A



Buyer

Trades

PDI

Disclosure

Recap

Summary

Commissions

Forms

Deal Information

Deal Status:

Work in Process

	Retail	Lease
List		
Price	18732.00	
Down		
Trade		
Payoff		
Function		

Rebate	AMQS/Opt	Insurance	Accessories	Serv Cont	FeeS/Lendor
APR					268.00
Term	1	Days			
Tax					
Tax Group					
Michigan State Tax					
Payment/Options	19000.00	M			

Sale Date	Deliver	First Payment	Lender	Discount
08/28/20	08/26/20	08/28/20	Cash Sale-Retail	

Other / Salespeople

Odometer  
54630

Trade Desc

PDI

CG2879FI0WP3629

Permit#/Exp

Salesperson1

Salesperson2

F&I Manager

Sales Manager

19000X00A035

Exit Cancel

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
**FROM:** Stephanie Robinson CPPB, Senior Buyer  
**DATE:** August 31, 2020  
**SUBJECT:** Sole Source Purchase – C2AE Engineering Services

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Public Service Department, Engineering Division

Vendor: C2AE

Item Purchased: Consultant for Pathway Design and Monitoring of the Forest Rd. Pathway and follow up engineering for the construction services.

Dollar Amount: \$ 80,221.06 from Major Street Major Maintenance account 202.453601.974100.50002

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr



**CITY OF LANSING**

124 W. Michigan Ave  
Lansing, MI 48933  
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086768
DATE	08/18/20
VENDOR I.D.	V005254
DELIVERY DATE	
FOB	
REQUISITION NO	PR015390
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

TO: C2AE INC  
106 W ALLEGAN STE 500  
LANSING, MI 48933

PHONE# (517) 371-2013 FAX# (517) 371-2013

**DELIVER ITEMS TO:**

PUBLIC SERVICE DEPARTMENT ENGINEERING  
124 W MICHIGAN AVENUE 7TH FL  
LANSING, MI 48933

**SEND INVOICE TO:**

PUBLIC SERVICE DEPARTMENT ENGINEERING  
124 W MICHIGAN AVENUE 7TH FL  
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	FOREST RD PATHWAY	80,211.	LS	1.00	80,211.06
				TAX	0.00
				<b>TOTAL</b>	<b>80,211.06</b>

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

AUTHORIZED SIGNATURE 

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
Samantha Harkins, Deputy Mayor

**FROM:** Stephanie Robinson, CPPB Buyer

**DATE:** July 9, 2020

**SUBJECT:** Sole Source Purchase – C2AE Engineering Services

The Public Service Department Engineering requests that C2AE be designated as a sole source consultant for pathway design and monitoring of the Forest Rd Pathway and follow up engineering for construction services.

Please see the attached letter and approval from Andrew Kilpatrick.

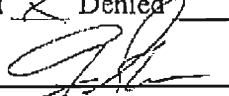
Based on the attached letter we recommend issuing a sole source purchase order to C2AE in the amount of \$ 80,211.06 from the Major Street Major Maintenance account 202.453601.974100.50002

Attachment

Date

7-13-20

Approved  Denied

  
\_\_\_\_\_  
Andy Schor, Mayor

*Sole Source*

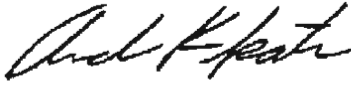


Andy Schor, Mayor

**PUBLIC SERVICE DEPARTMENT**

7<sup>th</sup> Floor City Hall  
124 West Michigan Avenue  
Lansing, Michigan 48933  
(517) 483-4455  
FAX: (517) 483-6082  
[www.lansingmi.gov/pubserv](http://www.lansingmi.gov/pubserv)



**TO:** Stephanie Robinson, Senior Buyer  
**FROM:** Andrew K. Kilpatrick, Public Service Director  
**DATE:** June 15, 2020   
**SUBJECT:** Forest Road Pathway

C2AE is designing and overseeing the off-site roadway improvements for the McLaren Greater Lansing project on Forest and Collins Road. The City has grant funding to construct a pathway on Forest Road from I-496/US-127, at the west end of the McLaren property, to Harrison Road.

Since C2AE is the design and construction engineering consultant for the McLaren work on Forest Road, and already has CAD files and preliminary survey for this corridor, the Public Service Department recommends using them to perform the pathway design and construction oversight work, on a sole source basis. Using a separate consultant to design and oversee the work would be inefficient and would create coordination issues.

C2AE is on the City's list of pre-qualified engineering firms and has a long history of working with the City on similar projects. A submittal letter and proposal, dated March 24, 2020, are attached.

The total amount in the proposal is \$358,935.40 and includes road and pathway design for Collins, Dunckel, and Forest Roads. Since McLaren is not intending to make roadway improvements during this phase of the project, all tasks outside the Forest Road pathway (Tasks IB, IC, IIB, and IIC) would only be used if EDA or other grant funding is obtained for this work. **The purchase order will only fund the Forest Road pathway and will begin with (Task IA) totaling \$80,211.06.** The total amount for design and construction of the pathway is approximately \$145,000. If work proceeds with the other projects, it will be bid out, or another sole source memo will be submitted.

Funds for this project are available in FY '21 in account 202.453601.974100.50002, Major Street Major Maintenance

If you have any questions regarding this sole source recommendation, please let me know.



106 W. Allegan St. Suite 500  
Lansing, MI 48933  
O: 517.371.1200  
www.c2ae.com

March 24, 2020

Mr. Andrew K. Kilpatrick, PE  
Public Service Director  
City of Lansing  
124 West Michigan Avenue, 7<sup>th</sup> Floor  
Lansing, MI 48933

**Re: Proposal – Forest Road and Collins Road Non-Motorized Pathways and Roadway - Updated  
Design and Construction Engineering Services**

Dear Mr. Kilpatrick,

Thank you for the opportunity to provide our proposal for your consideration. We are excited by the prospect of partnering with the Public Service Department to create non-motorized paths (NMP) for the community to enjoy and to provide roadway engineering services on Forest Road and Collins Road in conjunction with the work being completed by McLaren Greater Lansing (MGL) related to the replacement hospital. We have firsthand knowledge of the Forest Road Non-Motorized Pathway project key elements, and we will use our valuable related experience in the project corridor, with similar City of Lansing NMP projects, and on several other trail projects for municipalities across Michigan.

Per the City's request, we have separated out the design and construction oversight costs for the Forest Road NMP separate from the other work.

C2AE team members have applicable past experience and attributes to address the following critical project elements:

- Coordination with project stakeholders (Public, City, MDOT, McLaren Greater Lansing, CATA, MSU Foundation, Henry Center, Candlewood Suites, Forest Akers and the University Club)
- Separation of bid items for various funding sources
- Maintenance of traffic
- Permitting processes

This proposal is valid for 30 days.

Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,  
C2AE

Al Kaltenthaler, PE, SE  
Senior Project Manager

Bill Kimble, PE  
Government Leader

## PROJECT UNDERSTANDING FOREST ROAD NON-MOTORIZED PATH -UPDATED

The City has an FY 2022 Congestion Mitigation/Air Quality (CMAQ) funded project on the Transportation Improvement Program (TIP) for the Forest Road Non-Motorized Pathway (NMP) from US-127 to Harrison Road, 0.6 miles in length. The estimated construction cost on the TIP is \$637,500 (\$509,486 Federal and \$128,014 Local). Funding for additional elements is being pursued by the City as well. It is anticipated the projects will be constructed in 2021 in conjunction with the McLaren Greater Lansing (MGL) Forest Road utilities and roadway upgrades project that is tentatively scheduled to begin construction in the early spring of 2021. The MGL Forest Road project will be bid and paid for by MGL. The goal is to bid the CMAQ funded NMP and other NMP projects listed below soon after the MGL project is awarded. The NMP work will be designed and bid utilizing the MDOT Local Agency Programs (LAP) process. Note the list below has been updated based on a meeting between the City of Lansing and C2AE on 10/11/19.

The Forest Road, Collins Road and Dunckel Road NMP's will include the following (see attached maps):

1. NMP grading only on Forest Road from Staten west to Evergreen Cemetery – (1,800')
2. One-way paths (8' wide) on the east and west side of Collins from just south of the MGL North Site Drive to the roundabout on the west side of Collins and just north of the intersection of Forest and Collins on the east side of Collins
3. NMP along south side of Forest Road from just east of US-127 (Bear Lake path connection) then north east of Candlewood Suites east drive to the east side of Harrison Road (3,200'), effort includes grading and drainage design for paths
4. One-way path south of Forest Road from 300' west of Harrison Road to the east side of Harrison Road (650')
5. A sidewalk connection from the proposed NMP on the south side of Forest Road to the MSU Foundation parking lot on the north side of their facility.
6. A sidewalk connection from the proposed NMP to the University Club main entrance.
7. An NMP path from the NMP on Forest Road into the MGL site along the east side of US-127/I-496 (approximately 1,500' south of Forest Road) or to the proposed MGL Parking Structure. Exact location and route to be determined.
8. 10' wide NMP on north side of Dunckel from Collins Rd. west to the NB US-127 on ramp (500') No work is included for paths along US-127
9. 10' wide NMP's on both sides of Collins north of Dunckel Rd to north of Spring Arbor parking lot (east side 460'), and on west side of Collins it will be 10' wide path to S. Technology Blvd. (1800')
10. Sidewalk on north side of Forest Road from east Candlewood Suites drive to east U Club (main) drive
11. Sidewalk on U Club property including crossing from west of U Club east (main) drive south across Forest Road and extending the east U Club sidewalk down the east side of the drive
12. Widen SB Collins Rd for shared use bike lane from S. Technology Blvd to Dunckel Rd (1,760')
13. Extending SB Collins flare at Biotechnology Blvd (north 420', south 500')
14. Reduce width of Collins Road SB near N. Technology Blvd. (430')

One section of the Forest Road NMP will ultimately connect to the Bear Lake NMP that the City is constructing north/south along the US-127/I-496 corridor and to the City of East Lansing bike lanes on Harrison Road.

The proposed pathways will be 10' wide (or as noted) with a likely cross section of HMA over aggregate base; although there may be several areas of concrete pavement for connectivity to existing sidewalk and MGL facilities. There are no anticipated impacts to the wetlands on MGL property or obvious poor soils. All work is outside the 100-year floodplain.

In general, the project will be designed in accordance with the 2012 AASHTO Guide for the Development of Bicycle Facilities as well as City of Lansing and MDOT LAP standards.

There will be coordination with the City of Lansing, MSU Stakeholders, KMG, Granger Construction, and CATA.

C2AE will provide an update to the sub regional map showing proposed paths.

#### **Design Survey**

The design survey will be completed by PEA, Inc. and will be combined with the survey completed for the MGL projects, also surveyed by PEA, Inc.

The City of Lansing will secure permission from MGL to use this topographic survey for their projects.

#### **Geotechnical Engineering**

SME will obtain 8 borings at 5' depth for widening of Collins road and an additional 4 borings at 5' depth for the paths.

#### **Hydraulics & Drainage System**

The project will not adversely impact the existing drainage system. Some catch basins may have to be relocated and/or adjusted based on the proposed pathway work. There are no known issues with the current system and based on discussions with the City no changes or upgrades are required.

A condition survey of the sanitary and storm water manholes and catch basins will not be conducted; however, appropriate quantities will be added to construction documents to correct potential structure adjustments and additional depth adjustments.

#### **Sewer Video Review**

We are not anticipating the need to review sewer videos for this project. This work can be added by amendment if required. If desired, C2AE could perform a review of the CCTV survey provided by the City to confirm coding of defects and condition of the existing sewers. Our approach would be to import the CCTV survey data into our CCTV reviewing software (WinCan) by utilizing the National Association of Sewer Service Companies (NASSCO) standard, called the Pipeline Assessment and Certification Program (PACP®). This would allow us to review, comment, and adjust coding during our review efficiently. After the data has been confirmed, we would prepare a summary of the conditions of the reviewed sewer segments and include recommendations for sewer rehabilitation evaluating open cut and trenchless methods.

#### **Utility Coordination**

Based on a field review and work completed for the MGL project, the site has both underground and overhead utilities that may be impacted by the project. Potential underground utilities, poles, and hydrants may be impacted.

At the onset of the project, utility records will be collected from each utility and plotted on the construction drawings. The utility poles and streetlights were already collected in the topographical survey, and they will be shown on the plans. Depicted locations will be coordinated and confirmed with utility owners. Following confirmation of utility locations, a preliminary utility conflict analysis matrix will be developed and maintained where all potential conflicts with utilities, both underground and above ground, will be recorded.

#### **Coordination with MGL Project(s)**

The proposed pathway will be coordinated with the MGL projects. The approximate schedule for the MGL projects is as follows (detailed design schedules will be available in the near future):

#### **MGL Hospital**

- Ongoing – Site Grading and utility upgrades
- 2020 – Sanitary Sewer and Water Main on Forest Road

- 2021 – Forest Road Widening Improvements (University Club to Henry Center)
- 2021 – Forest and Collins Road Intersection Reconstruction to a Roundabout
- 2020 – Forest Road Project, east of Harrison – City of East Lansing
- 2021 – City of Lansing Bear Lake Trail Project

### **Environmental Permitting and Clearances**

The following will need to be secured as part of the project:

- Program Application and associated NEPA clearance
- Soil Erosion Sedimentation Control (through the City)
- City of East Lansing Permit/Coordination for placing temporary construction signs in their right-of-way
- Section 106 SHPO clearance
- MDOT signs in their ROW at ramp terminals

The wetlands on MGL site are not to be impacted and there do not appear to be any other environmentally sensitive areas within the project limits; the project is also not within the 100-year floodplain. There may be some tree removals, which will need to be coordinated with the Federal Requirements for the Indiana Bat Habitats, which restricts when trees can be cut. If needed, the City could cut down the required trees in advance of the project and the stump removals would be included in the contract documents.

Appropriate soil erosion control and sedimentation control measures will be designed and included in the construction documents. The anticipated soil erosion control measures for this project are silt fence, inlet protection fabric drops, and permanent restoration of the disturbed slopes.

### **Maintenance of Traffic Plans**

The maintaining traffic work will consist of a special provision and staging plans as necessary to communicate the requirements for maintaining vehicular and pedestrian traffic adjacent to the work zone. Traffic that is impacted on Forest, Collins, and Dunkel is anticipated to be maintained with a shoulder closure and/or single lane closure/traffic shift into the existing center left turn lane. Traffic regulators will also be used for short-term closures. A majority of the path construction does not impact motoring public, although will need to be coordinated with the MGL projects and adjacent businesses.

### **Construction Engineering**

C2AE will provide construction engineering services to administer and oversee the construction phase of the project. A full-time Resident Project Representative (RPR) will be onsite to provide oversight and documentation during construction operations. We intend to use Rob Brundage or another qualified individual for RPR work. Our RPR will utilize MDOT FieldManager/FieldBook to complete Inspector's Daily Reports (IDRs) for documenting activities completed, materials used, and quantities for each pay item completed each day. With the project located in and adjacent to the MGL projects, our lead RPR onsite will be cognizant of the contractor's traffic control and the impacts the project will have to accessing to their facilities and potential projects (if constructed concurrently).

The construction phase will be administered by experienced and certified professionals. Greg Kray, PE and Colton Kahrs, EIT or an equally qualified engineer will serve as the construction engineer and construction administration engineer, respectively.

Based on C2AE's review of the project scope and maintenance of traffic concept presented previously, we are anticipating a 10-week construction duration. We propose that our RPR will generally be required up to 50 hours a week for the noted 10 weeks in order to provide the required project oversight.

## PROJECT UNDERSTANDING FOREST & COLLINS ROAD REHABILITATION DESIGN

MGL will be upgrading Forest and Collins as part of the proposed hospital. The anticipated segments (see attached maps) are:

1. Forest Road from Stoneleigh to Alliance Drive.
2. Forest Road widening from the University Club drive on the west side of the facility to the Henry Center Drive at the east end of facility.
3. Intersection of Forest and Collins, construction of a roundabout.

To avoid having small gaps of existing pavement remain once the MGL hospital opens, the City would like to develop design plans for the following roadway segments:

1. Forest Road between segments 1 and 2 noted above. Approximate length 300 feet.
2. Forest Road between segments 2 and 3 noted above. Approximate length 350 feet.
3. Collins Road between MGL North Site Drive and segment 3 noted above. Approximate length 500 feet.
4. Forest Road from segment 3 noted above to Harrison Road. Approximate length 800 feet.

In addition, the City desires to have the following road design performed:

1. Mill and resurface Collins Road from North Site Drive to Dunckel Road (4,900') (Log job format)
2. Mill and resurface Forest Road from Stoneleigh west to Aurelius Road (2,300') (Log job format)
3. Candlewood Suites east drive reconfiguration (see attached image)

The roadway rehabilitation of the noted segments will consist of either a one course or two course cold mill and HMA resurface. Plan sheets will be developed that include the removal and replacement limits, quantities, and typical cross sections. No geometric or underground utility upgrades are anticipated in these segments. The intent is to include these plans and quantities for work noted above within the MGL bid package for Forest and Collins roadway reconstruction.

There are no anticipated impacts to wetlands and the project is anticipated to be outside the 100-year floodplain.

In general, the project will be designed in accordance with the City of Lansing Standards and the 2018 AASHTO "A Policy on Geometric Design of Highways and Streets" (The Green Book).

### Design Survey

Survey will be obtained for this work by PEA, Inc. The City of Lansing will secure permission from MGL for the use of the survey done for their projects.

### Geotechnical Engineering

No soil borings are anticipated for the mill and resurface work.

### Hydraulics & Drainage System

The project will not adversely impact the existing drainage system. There are no known issues with the current system and, based on discussions with the City, no changes or upgrades are required.

A condition survey of the sanitary and storm water manholes and catch basins will not be conducted; however, appropriate quantities will be added to construction documents to correct potential structure adjustments and additional depth adjustments.

### **Sewer Video Review**

We do not anticipate needing to review sewer video for this project. This work can be added by amendment if needed. If desired, C2AE could perform a review of the CCTV survey provided by the City to confirm coding of defects and condition of the sewers. Our approach would be to import the CCTV survey data, performed utilizing the National Association of Sewer Service Companies (NASSCO) standard called the Pipeline Assessment and Certification Program (PACP<sup>®</sup>), into our CCTV reviewing software (WinCan). This allows us to review, comment, and adjust coding in our review efficiently. After the data has been confirmed, we would prepare a summary of the conditions of the reviewed sewer segments and include recommendations for sewer rehabilitation, evaluating open cut and trenchless methods.

### **Utility Coordination**

Based on the anticipated construction scope of work, HMA cold milling and resurfacing, minor additional utility coordination is expected. There will be utility coordination required for the narrowing and widening of SB Collins Road to move drainage structures.

At the onset of the project, utility records will be collected from each utility and plotted on the construction drawings. The utility poles and streetlights were collected in the topographical survey and will be shown on the plans. Depicted locations will be coordinated and confirmed with utility owners.

### **Permitting**

The following permits will need to be secured as part of the project:

- Soil Erosion Sedimentation Control (through the City)
- City of East Lansing Permit/Coordination for placing temporary construction signs in their right-of-way

Appropriate soil erosion control and sedimentation control measures will be designed and included in the construction documents. The anticipated soil erosion control measures for this project are silt fence, inlet protection fabric drops, and permanent restoration of the disturbed slopes.

### **Maintenance of Traffic Plans**

The maintaining traffic work will consist of a special provision and staging plans, as required, to communicate the requirements for maintaining vehicular and pedestrian traffic adjacent to the work zone. A majority of the maintaining traffic is anticipated to be done under the MGL projects; although, if separate MOT is needed for this work, traffic impacted on Forest and Collins is anticipated to be maintained with a shoulder closure and/or single lane closure/traffic shift into the existing center left turn lane. Traffic regulators will also be used for short-term closures.

### **Construction Engineering**

C2AE will provide construction engineering services to administer and oversee the construction phase of the project.

It is anticipated that the MGL project will cover the majority of the construction administration time. This proposal will include minimal administration time and additional Resident Project Representative (RPR) time needed to cover this work. A full-time RPR will be onsite to provide oversight and documentation during construction operations specific to this work. We intend to use Jim Kinney or an equally qualified individual for RPR work. Our RPR will utilize MDOT FieldManager/FieldBook to complete Inspector's Daily Reports (IDRs) for documenting activities completed, materials used, and quantities for each pay item completed each day. With the project located in and adjacent to the MGL projects, our lead RPR onsite will be cognizant of the contractor's traffic control and the impacts the project will have to maintaining access to their facilities and potential projects (if constructed concurrently).

The construction phase will be administered by experienced and certified professionals. Greg Kray, PE and Colton Kahrs, EIT or an equally qualified engineer will serve as the construction engineer and construction Administration Engineer, respectively.

Based on C2AE's review of the project scope and maintenance of traffic concept presented previously, we are anticipating a 6-week construction duration. We propose that our RPR will generally be required up to 50 hours a week for the noted 6 weeks in order to provide the required project oversight.

#### METHOD OF APPROACH/WORK PLAN

##### **Task IA and IC– Design for Forest Road (IA) and Collins Road (IC) NMP**

The design process will commence with a kick-off meeting between Lansing City officials, stakeholders, and other team members. At this meeting, we will review past activities, gather existing data for review, explore project goals, identify the stakeholders for the project, review the scope, and discuss the critical elements of the proposed improvements, including schedule, hours, budget, and the City's critical success factors specific to this project.

Base plans will be prepared in accordance with the City of Lansing Public Service Department drafting standards using the City's current version. The plans will be prepared using English units in accordance with City and MDOT requirements at scales approved by the City.

At the completion of the topographic and pickup survey, the base plans will be prepared and utility locations received will be placed on the plans. Coordination with the utility companies will continue through the design phase.

We will identify potential right-of-way/easement issues (permanent and temporary) based on the City's assessor maps, as-constructed drawings, and survey completed for the MGL projects. The general information will be provided for the City's use in securing the property required.

The team will meet with City staff on a monthly basis during the design phase to update progress and submit a written progress report, which will identify work that was completed, work to be completed in the next period, budget status, and decisions needed from the City.

Utility Coordination: From the prepared base mapping, we will assemble a preliminary conflict analysis matrix. We will conduct a preliminary utility coordination meeting if required to coordinate the potential and known conflicts. Where conflicts cannot be resolved through design mitigation, we will clearly notify the utility companies of their need to relocate and the required relocation completion date.

Preliminary Pathway and Related Roadway Design: We will prepare preliminary plans and specifications (special provisions) according to MDOT's required format and create a preliminary opinion of probable construction cost for submittal to the City. We will meet with the City to review the preliminary design package.

Preliminary Maintenance of Traffic Design: We will prepare preliminary maintenance of traffic (vehicular and pedestrian) plans and specifications (special provisions) and we will meet with the City to review.

Preliminary Permanent Pavement Marking Design: Pavement markings will be designed according to City of Lansing standards and reviewed with the City.

SESC/East Lansing Permits: A draft Soil Erosion Sedimentation Control and City of East Lansing permits will be prepared for City review and comment. After finalizing the permit applications, we will submit them. The City of Lansing will sign as the permit applicant and pay the required application fee(s) directly.

Preliminary Plan (75% +/-)/Grade Inspection Submittal: We will prepare a Preliminary Plan package of drawings, special provisions, and preliminary engineer's estimate for City review. Upon City review and approval, we will submit the Grade Inspection Package to MDOT LAP.

Grade Inspection Meeting: We will attend the Grade Inspection meeting with the City and MDOT LAP Engineer.

Final Design: We will prepare final design package in accordance with MDOT LAP format, including plans, specifications, and special provisions, as well as opinion of probable construction cost.

Final Plans: We will prepare final plans including the necessary information and quantities ready for MDOT LAP review and bidding.

Project Meetings: We will attend the following meetings during the course of the project: one project kick-off meeting, one preliminary plan review, two utility coordination meetings with the City and utility companies, one maintenance of traffic review meeting, and four City coordination meetings.

#### **Task IB – Design for Forest and Collins Road Rehabilitation Segments**

The design process will commence with a kick-off meeting held with Lansing City officials, stakeholders, and other team members. The purpose of this meeting is to review past activities, gather existing data for review, explore project goals, identify the stakeholders for the project, review the scope, and discuss the critical elements of the proposed improvements, including schedule, hours, budget, and the City's critical success factors specific to this project.

Base plans and log job sheets will be prepared in accordance with the City of Lansing Public Service Department drafting standards using the City's current version. The plans will be prepared using English units in accordance with City and MDOT requirements at scales approved by the City. Note that the Forest Road section from Stoneleigh to Aurelius Road and Collins Road from North Site Drive to Dunckel will be log job format.

Coordination with the utility companies will continue through the design phase.

We will meet with City staff on a monthly basis during the design phase to update progress and submit a written progress report, which will identify work that was completed, work to be completed in the next period, budget status and decisions needed from the City.

Utility Coordination: This is a cold mill and HMA resurface and widening project, therefore a conflict analysis matrix will be developed for conflicts from narrowing and widening.

Preliminary Roadway Design: We will prepare preliminary plans (Candlewood Suites Drive) and log job plan sheets and specifications (special provisions) according to the City's required format and a preliminary opinion of probable construction cost for submittal to the City. We will meet with the City to review the preliminary design package.

Preliminary Maintenance of Traffic Design: We will prepare preliminary maintenance of traffic (vehicular and pedestrian) plans and specifications (special provisions) and meet with the City to review.

Preliminary Permanent Pavement Marking Design: Pavement markings will be included in the project design.

SESC/East Lansing Permits: We will prepare Soil Erosion Sedimentation Control and City of East Lansing permits for City review and comment. After the permit applications are finalized, they will be submitted. The City of Lansing will sign as the permit applicant and pay the required application fee(s) directly.

Preliminary Plan (75% +/-)/Grade Inspection Submittal: We will prepare a Preliminary Plan package of drawings, special provisions, and preliminary engineer's estimate for City review.

Grade Inspection Meeting: We will attend the Grade Inspection meeting with the City.

Final Design: We will prepare the final design package in accordance with City Standards to be packaged with the MGL roadway and utility project. The final design will include plans, specifications, and special provisions as well as the opinion of probable construction cost.

Final Plans: We will prepare final plans, including the necessary information and quantities ready for bidding with MGL project.

Project Meetings: We will attend the following meetings during the course of the project: one project kick-off meeting, one preliminary plan review, two utility coordination meetings with the City and utility companies, one maintenance of traffic review meeting, and four City coordination meetings.

#### **Task IIA and IIC – Construction Engineering for Forest (IIA), Collins and Dunckel Road (IIC) NMP**

We anticipate the construction duration for the projects as follows:

Estimated construction time is 10 weeks and is anticipated to be constructed in 2021. Traffic that is impacted on Forest and Collins is anticipated to be maintained with a shoulder closure and/or single lane closure/traffic shift into the existing center left turn lane. Traffic Regulators will also be used for short-term closures. A majority of the path construction does not impact motoring public; although, it will need to be coordinated with the MGL projects. We assume our on-site representatives will be on the projects for 10 hours/day, five days a week. The widening and narrowing of SB Collins Road will warrant flagging and single lane traffic at times.

C2AE will provide engineering staff for project management, office administration, SESC site checks and coordination of material testing including plant inspection, and construction observation. The office administrator will be responsible for the preparation of all MDOT required documentation utilizing Field Manager software. Construction staking will be provided by PEA, Inc.

A prequalified geotechnical firm (SME) will perform on-site and off-site material testing requirements. Specifically, their role will be to provide material gradations, HMA inspection, and compressive strength tests for concrete. C2AE will perform density checks of the subgrade and aggregate base material, as well as trench backfill.

Our inspectors are qualified and have worked on several federally aided projects in the past. Most importantly, our field representatives will communicate with the property owners and other contractors during all phases of construction.

As-constructed plans showing the final configuration of each project will be prepared for the pathway as constructed. As-built plans will be prepared in accordance with the City's standards in PDF format. Check prints will be submitted 90 days following completion of construction operations.

#### Work Task Descriptions:

- Schedule and attend pre-construction and bi-weekly construction progress meetings.
- Provide construction staking/layout.

- Provide a full-time resident project representative in conformance with MDOT requirements.
- Provide certified office technician services for documentation in accordance with MDOT requirements utilizing Field Manager. Schedule materials testing requirements. Complete project closeout in accordance with MDOT Standards.
- Provide project management throughout the project duration.
- Provide record drawings depicting the final field measurements in accordance with City standards in PDF format.

#### **Task IIB – Construction Engineering for Forest and Collins Road Rehabilitation Segments**

We anticipate the construction duration for the projects as follows:

Estimated construction time is six weeks, and it is anticipated to be constructed in 2021 as part of the MGL roadway and utilities projects. It is our understanding that the MGL will cover most of the project administration type costs and this proposal is primarily for the additional RPR services needed for the two-week duration. We assume our on-site representative will be on the projects for ten hours/day, five days a week.

C2AE will provide engineering staff with minimal hours for project management, office administration, and an RPR for SESC site checks and construction observation. We do not anticipate needing material testing or HMA plant inspection. HMA density testing is included.

Our inspectors are qualified and have worked on both locally funded and federally aided projects in the past. Most importantly, our field representatives will communicate with the property owners and other contractors during all phases of construction.

As-constructed plans showing the final configuration of each project will be prepared. Record Drawings will be prepared in accordance with the City's standards in PDF format. Check prints will be submitted 90 days following completion of construction operations.

#### Work Task Descriptions:

- Provide a full-time resident project representative in conformance with City requirements.
- Provide minimal office administration for documentation of the City constructed elements.
- Provide project management throughout the project duration.
- Provide record drawings depicting the final field measurements in accordance with City standards in PDF format.

#### **Additional Services and Assumptions**

Additional services will be performed as requested, upon written approval from the City. These additional services will be scoped and negotiated before performance commences. Additional services are those services not specifically listed in the proposal. These services may include, but are not necessarily limited to, the following:

- Grading easements/right-of-way purchases for construction.
- Phase I, Phase II, or Baseline Environmental Site Assessments.
- Mass mailings to local residents, business owners, or citizens groups.
- Topographic survey for Forest Road from Stoneleigh to Aurelius Road: \$10,000
- Topographic survey for Collins Road from N Site Drive to Dunckel Road: \$8,000

Moreover, we assume the following:

- The City of Lansing will secure permission from the MGL for use of the Design Survey and Geotechnical Data completed for their project(s).
- The City will provide any existing planning documents and/or plans and drawings relative to the site requirements.
- The City will provide access/right of entry for any pickup survey, if needed.
- The City will apply for and pay all regulatory permit fees. The Design Team will prepare the permit(s) for the City's review, signature and submittal.
- The City will provide the design/information for a potential Rectangular Rapid Flash Beacon (RRFB) at Forest Road crossing, if deemed necessary.
- Up to two conceptual layouts for the NMP will be provided for City and MGL review and approval. The preliminary (Grade Inspection) and final design will be based on the selected and approved alternative layout.

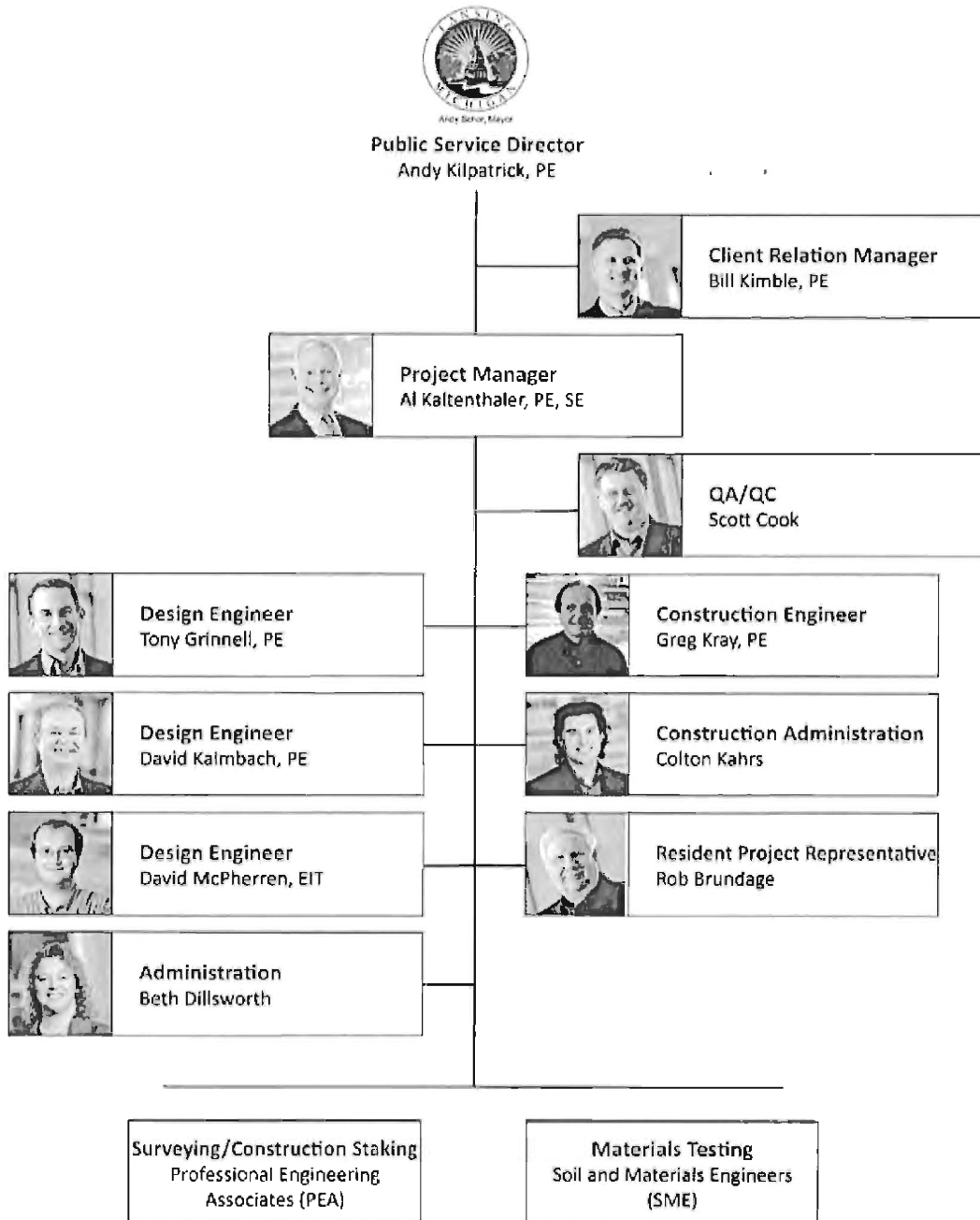
#### ANTICIPATED PROJECT SCHEDULE

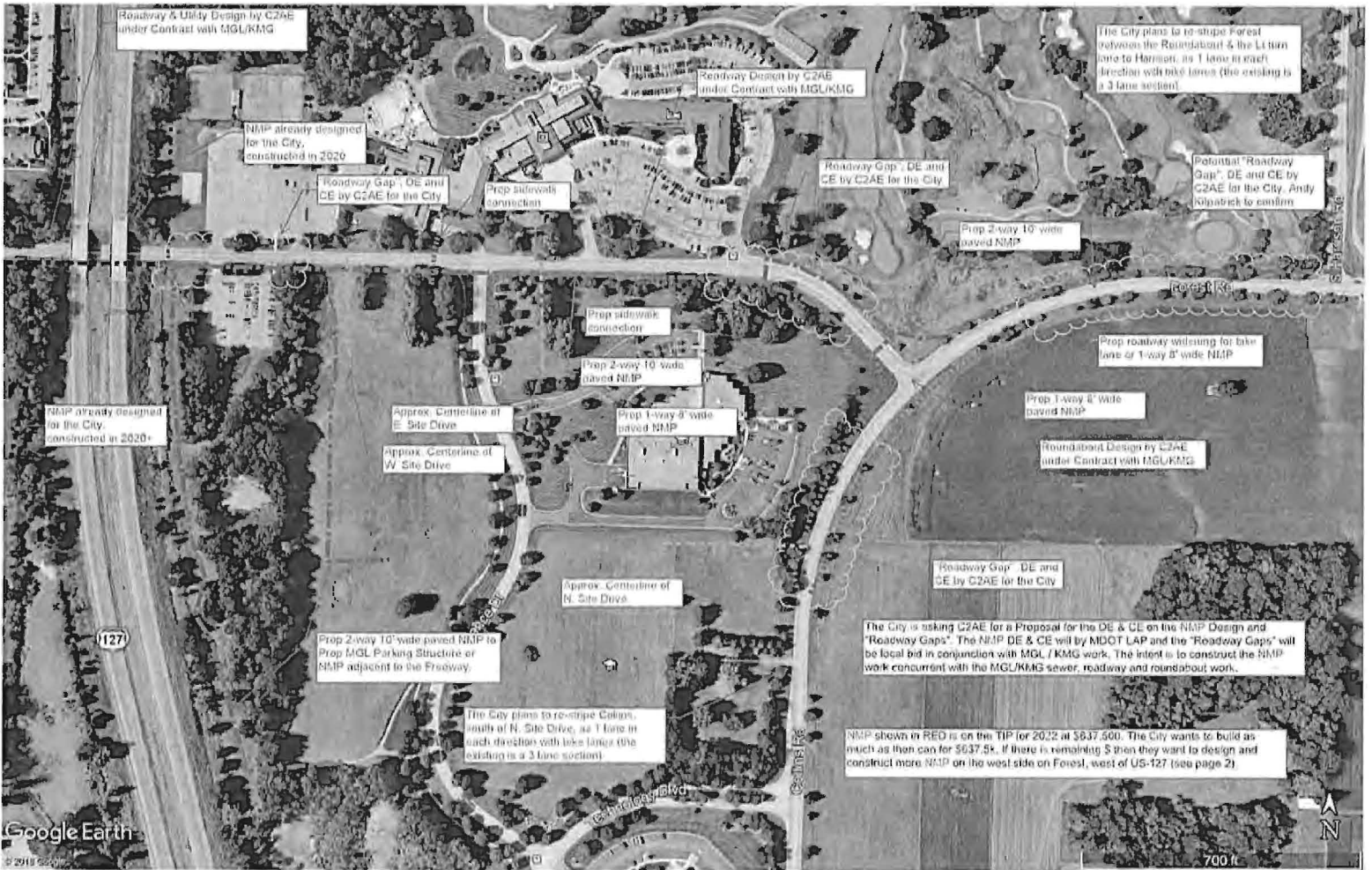
C2AE will start with concepts and development of the Programming Application and NEPA process as soon as we receive notice to proceed.

This project will follow the MDOT Letting schedule for a 2021 letting and will coordinated to be bid immediately after the award of the MGL Forest Road project. Schedule updates will be developed as the MGL project progresses.

If the NMP work extends beyond 2021 construction, the budget will need to be reevaluated.

ORGANIZATION CHART





Roadway & Utility Design by C2AE under Contract with MGL/KMG

NMP already designed for the City, constructed in 2020

Roadway Gap, DE and CE by C2AE for the City

Prop sidewalk connection

Roadway Design by C2AE under Contract with MGL/KMG

Roadway Gap, DE and CE by C2AE for the City

The City plans to re-stripe Forest between the Roundabout & the L turn lane to Harrison, as 1 lane in each direction with bike lanes (the existing is a 3 lane section)

Potential "Roadway Gap", DE and CE by C2AE for the City, Andy Kolabek to confirm

Prop 2-way 10' wide paved NMP

Prop sidewalk connection

Prop 2-way 10' wide paved NMP

Prop 1-way 8' wide paved NMP

Prop roadway widening for bike lane or 1-way 8' wide NMP

Prop 1-way 8' wide paved NMP

Roundabout Design by C2AE under Contract with MGL/KMG

Approx. Centerline of E Site Drive

Approx. Centerline of W Site Drive

Approx. Centerline of N Site Drive

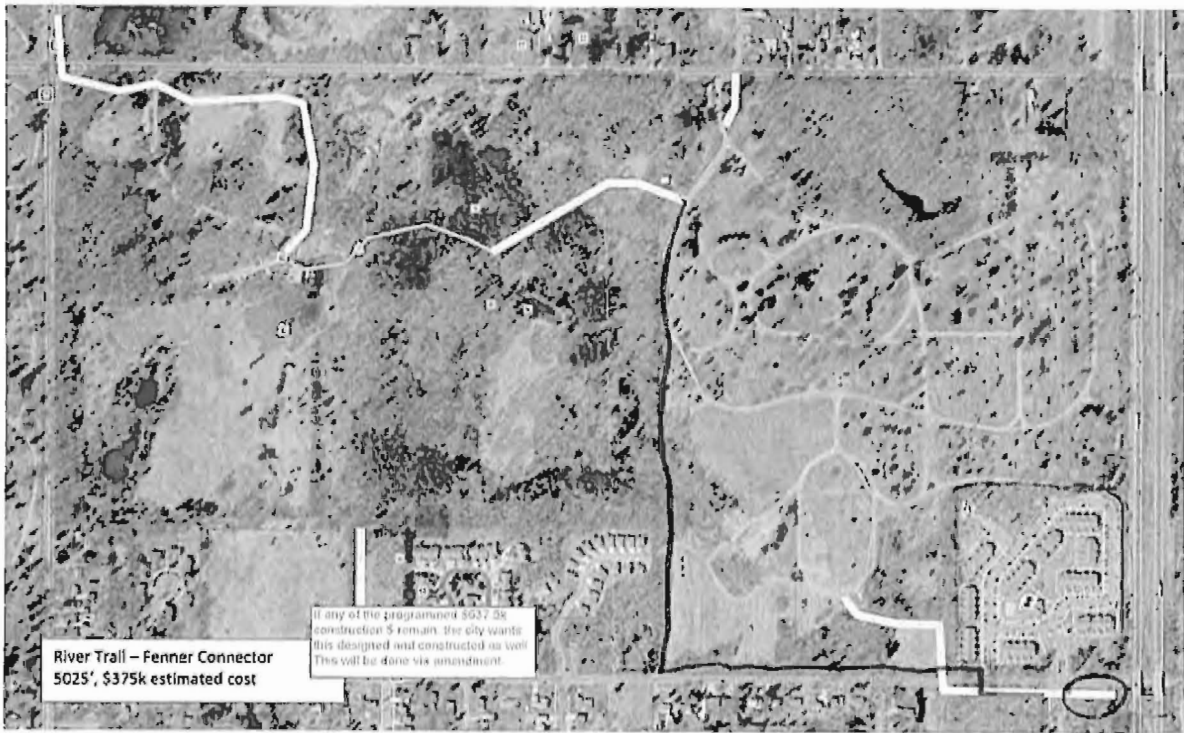
Roadway Gap, DE and CE by C2AE for the City

Prop 2-way 10' wide paved NMP to Prop MGL Parking Structure or NMP adjacent to the Freeway

The City is asking C2AE for a Proposal for the DE & CE on the NMP Design and "Roadway Gaps". The NMP DE & CE will by MDOT LAP and the "Roadway Gaps" will be local bid in conjunction with MGL / KMG work. The intent is to construct the NMP work concurrent with the MGL/KMG sewer, roadway and roundabout work.

The City plans to re-stripe Colon, south of N. Site Drive, as 1 lane in each direction with bike lanes (the existing is a 3 lane section)

NMP shown in RED is on the TIP for 2022 at \$637,500. The City wants to build as much as then can for \$637.5k. If there is remaining \$ then they want to design and construct more NMP on the west side on Forest, west of US-127 (see page 2)



**River Trail - Fenner Connector**  
5025', \$375k estimated cost

if any of the program... construction \$ remain, the city wants this designed and constructed as well. This will be done via amendment.

if any of the program... construction \$ remain, the city wants this designed and constructed as well. This will be done via amendment.

constructed as part of the City Bear Lake WMP project in 2010







ALL DIMENSIONS  
START FACE OF CURB.



1-800-481-7171

# COLLINS RD BIKE LANES



PROJECT NO.:	10010
DATE:	6/23/19
DESIGNED:	A MILLER
REVIEWER:	
SCALE:	1"=50'
SHEET:	10

S:\Public\_Service\_Staff\Traffic\Special Projects\Roundabouts\Collins Rd & Dunsmuir Rd Roundabout.dwg



ALL DIMENSIONS  
START FACE OF CURB



**COLLINS RD  
BIKE LANES**



PROJECT NO.: 0880  
 DATE: 4/25/19  
 DESIGNED: AMILLER  
 REMEMBER:  
 SCALE: 1" = 50' SHEET: 11

S:\Public\_Serive\_Staff\Traffic\Special Projects\Roundabouts\Collins Rd & Busset Rd Roundabout.dwg



ALL DIMENSIONS  
START FACE OF CURB



1-800-82-2171

## COLLINS RD BIKE LANES



PROJECT NO.: 10810  
DATE: 4/25/19  
DESIGNED: AMILLER  
REVIEWED: \_\_\_\_\_  
SCALE: 1"=50' SHEET: 12



ALL DIMENSIONS  
START FACE OF CURB.



1-800-482-7471

# COLLINS RD BIKE LANES



PROJECT NO.:	10810
DATE:	4/25/19
DESIGNER:	A.MILLER
REVIEWER:	
SCALE:	1"=50'
SHEET:	13



ALL DIMENSIONS  
START FACE OF CURB

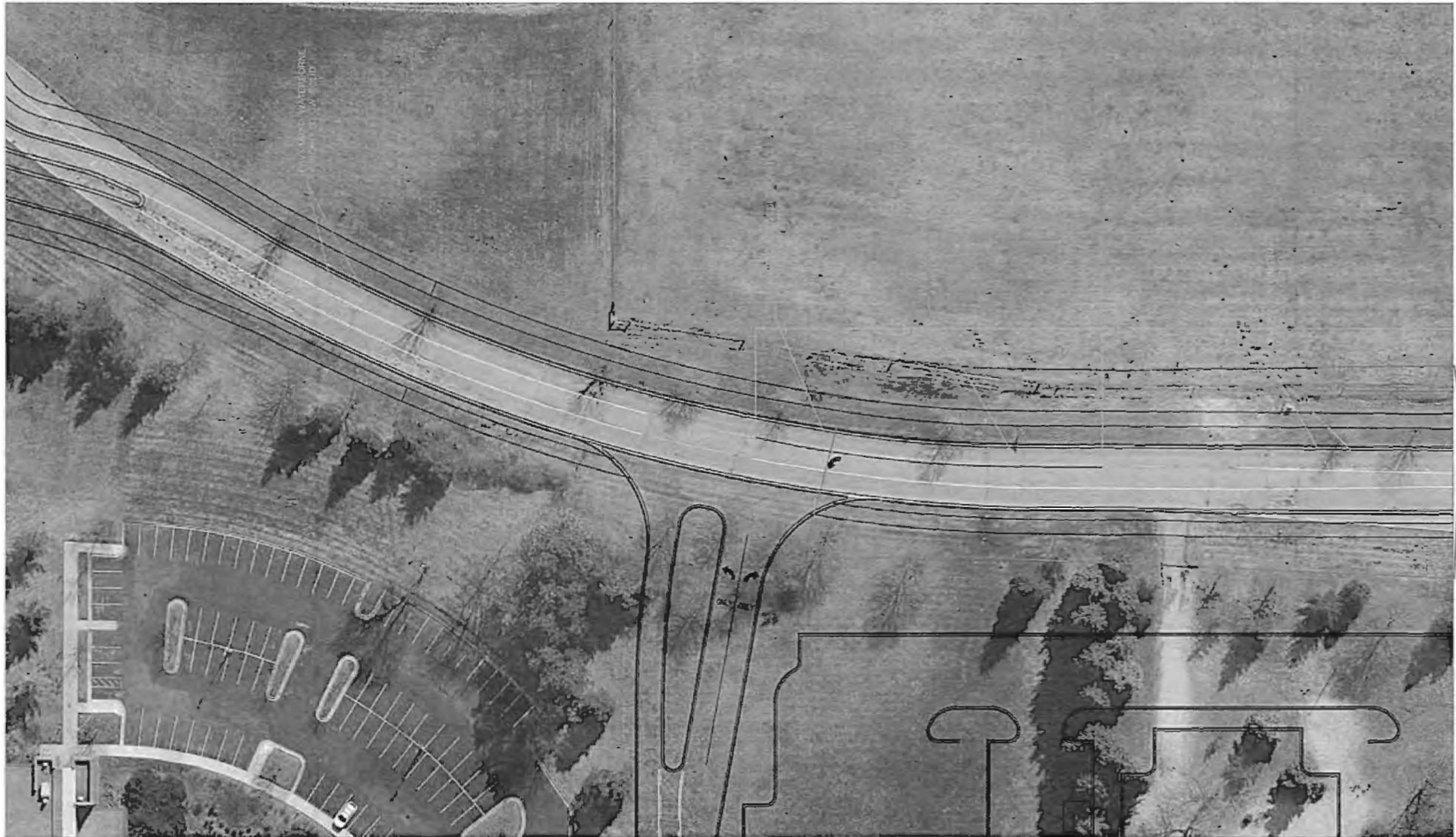


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# COLLINS RD BIKE LANES



PROJECT NO:	JOB210
DATE:	4/25/19
DESIGNED:	A.MILLER
REVIEWER:	
SCALE:	1"=50'
SHEET:	14



ALL DIMENSIONS  
START FACE OF CURB



1-800-487-7177

# COLLINS RD BIKE LANES



PROJECT NO.:	J0800
DATE:	4/25/19
DESIGNED:	A MILLER
REVIEWER:	
SCALE:	1"=50'
SHEET:	15



ALL DIMENSIONS  
START FACE OF CURB



1-800-452-7171

## COLLINS RD BIKE LANES



PROJECT NO.:	5806
DATE:	4/25/19
DESIGNED:	A. MILLER
REVIEWER:	
SCALE:	1:100
SHEET:	16



ALL DIMENSIONS  
START FACE OF CURB



## FOREST RD BIKE LANES



PROJECT NO. JOE110  
DATE: 4/23/19  
DESIGNER: A MILLER  
REVIEWER:  
SCALE: 1"=50' SHEET: 17

© Utah Dept. of Transportation. Project/Schematic/As-Built for a Bike Lane Installation



ALL DIMENSIONS  
START FACE OF CURB



E. 07-10-017

# FOREST RD BIKE LANES

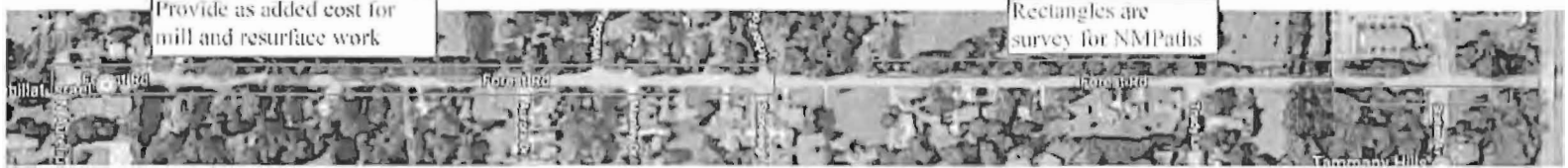


PROJECT NO.:	JOBNO
DATE:	1/25/19
DESIGNED:	A. MILLER
REVIEWER:	
SCALE:	1"=50'
SHEET:	10

© 2019, State of Michigan, Department of Transportation, Michigan Department of Transportation

Provide as added cost for mill and resurface work

Rectangles are survey for NMPaths







**SUMMARY OF STAFF-HOUR DISTRIBUTION  
FIGURE 1**

**Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)**

FIRM: C2AE



Date: March 24, 2020

Authorized Signature

Name of Principal Staff Members	Role in Project	Task IA	Task IB	Task IC	Task IIA	Task IIB	Task IIC	TOTAL
Services by C2AE								
Al Kaltenthaler, PE, SE	Senior Project Manager	32	21	28	4	4	4	93
Scott D. Cook	QA/QC	27	30	27	4	4	4	96
Tony M. Grinnell, PE	Design	95	25	101	2	7	2	232
Mike G. Selig, PE	Design	32	0	23	8	2	8	73
C. David McPherron	Design	83	105	157	0	0	0	345
Greg Kray, PE	Construction Engineer	0	0	0	50	42	50	142
David G. Kalmbach, PE	Design and Construction Administration Support	91	50	130	11	10	11	303
Rob Brundage	Resident Project Representative	0	0	0	295	264	295	854
Colton Kahrs, EIT	Construction Administration	0	0	0	110	85	110	306
Beth A. Dillsworth	Administration	14	9	12	13	8	13	69
Sam Scott	Administration	2	2	2	2	2	2	12
<b>TOTAL</b>		<b>376</b>	<b>247</b>	<b>480</b>	<b>499</b>	<b>529</b>	<b>499</b>	<b>2,625</b>



**SUMMARY OF COSTS - COST BREAKDOWN**  
**FIGURE 2**

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Date: March 24, 2020

Task 1A: Design (Forest Road HMP (stand alone contract))

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	32	\$64.56	\$2,065.82	\$4,007.70	\$6,073.52
Scott D. Cook	QA/QC	27	\$52.54	\$1,418.54	\$2,751.97	\$4,170.51
Tony M. Grinnell, PE	Design	95	\$40.39	\$3,836.92	\$7,443.62	\$11,280.54
Mike G. Selig, PE	Design	32	\$31.29	\$1,001.16	\$1,942.25	\$2,943.41
C. David McPharren	Design	83	\$26.39	\$2,190.02	\$4,248.63	\$6,438.65
Greg Kray, PE	Construction Engineer	0	\$41.38	\$0.00	\$0.00	\$0.00
David G. Kalmbach, PE	Design and Construction Administration Support	91	\$34.29	\$3,120.70	\$6,054.15	\$9,174.85
Rob Brundage	Resident Project Representative	0	\$30.63	\$0.00	\$0.00	\$0.00
Colton Kahrs, EIT	Construction Administration	0	\$27.74	\$0.00	\$0.00	\$0.00
Beth A. Dillsworth	Administration	14	\$21.37	\$299.23	\$580.51	\$879.75
Sam Scott	Administration	2	\$37.13	\$74.26	\$144.06	\$218.31
<b>SUB-TOTAL</b>		<b>376</b>				<b>\$41,179.56</b>
<b>SUPPLIES &amp; MATERIALS</b>						
Reproduction						\$250.00
<b>TRANSPORTATION</b>						
Mileage - 90 miles @ \$0.575/mile						\$51.75
<b>OTHER DIRECT COSTS:</b>						
Geotechnical Engineering (SME)						\$4,200.00
Design Survey (PEA)						\$30,000.00
<b>PROFIT</b>						<b>\$4,529.75</b>
<b>TOTAL</b>						<b>\$80,211.06</b>



**SUMMARY OF COSTS - COST BREAKDOWN**  
**FIGURE 3**

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: CZAE

Date: March 24, 2020

Task ID: Design (Forest & Collins Road Mill and Resurface Rehabilitation Segments)

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	21	\$64.56	\$1,355.76	\$2,630.05	\$3,985.75
Scott D. Cook	QA/QC	30	\$52.54	\$1,576.16	\$3,057.75	\$4,633.91
Tony M. Grinnell, PE	Design	25	\$40.39	\$1,009.72	\$1,958.85	\$2,968.56
Mike G. Seling, PE	Design	0	\$31.29	\$0.00	\$0.00	\$0.00
C. David McPherran	Design	105	\$26.39	\$2,770.50	\$5,374.78	\$8,145.28
Greg Kray, PE	Construction Engineer	0	\$41.38	\$0.00	\$0.00	\$0.00
David G. Kalmbach, PE	Design and Construction Administration	50	\$34.29	\$1,714.67	\$3,326.46	\$5,041.13
Rob Brundage	Resident Project Representative	0	\$30.63	\$0.00	\$0.00	\$0.00
Colton Kahrs, EIT	Construction Administration	0	\$27.74	\$0.00	\$0.00	\$0.00
Beth A. Dillsworth	Administration	9	\$21.37	\$192.36	\$373.19	\$565.55
Sam Scott	Administration	2	\$37.13	\$74.26	\$144.06	\$218.31
<b>SUB-TOTAL</b>		242				\$25,558.49
<b>SUPPLIES &amp; MATERIALS</b>						
	Reproduction					\$150.00
<b>TRANSPORTATION</b>						
	Mileage - 48 miles @ \$0.575/mile					\$27.60
<b>OTHER DIRECT COSTS:</b>						
	Geotechnical Engineering (\$ME)					\$2,100.00
	Design Survey (PEA)					\$0.00
<b>PROFIT</b>						\$2,811.43
<b>TOTAL</b>						\$30,617.53



**SUMMARY OF COSTS - COST BREAKDOWN  
FIGURE 4**

Title: Forest Road and Collins Road Non-Motorized Paths & Railway (Design and Construction)

FIRM: C2AE

Date: March 24, 2020

Task (C: Design (Collins and Dunkel NMP))

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kahenthaler, PE, SE	Senior Project Manager	28	\$84.56	\$1,807.60	\$3,506.74	\$5,314.33
Scott D. Cook	QA/QC	27	\$52.54	\$1,418.54	\$2,751.97	\$4,170.52
Tony M. Grinnell, PE	Design	101	\$40.39	\$4,079.25	\$7,913.75	\$11,993.00
Mike G. Selig, PE	Design	23	\$31.29	\$719.58	\$1,395.98	\$2,115.58
C. David McPherran	Design	157	\$26.39	\$4,142.56	\$8,036.57	\$12,179.13
Greg Kray, PE	Construction Engineer	0	\$41.38	\$0.00	\$0.00	\$0.00
David G. Kalmbach, PE	Design and Construction Administration Support	130	\$34.29	\$4,458.14	\$8,648.79	\$13,106.93
Rob Brundage	Resident Project Representative	0	\$30.63	\$0.00	\$0.00	\$0.00
Colton Kalves, EIT	Construction Administration	0	\$27.74	\$0.00	\$0.00	\$0.00
Beth A. Dillsworth	Administration	12	\$21.37	\$256.49	\$497.58	\$754.07
Sam Scott	Administration	2	\$17.13	\$74.26	\$144.06	\$218.31
SUB-TOTAL		480				\$49,861.87
SUPPLIES & MATERIALS						
Reproduction						\$150.00
TRANSPORTATION						
Mileage - 48 miles @ \$0.575/mile						\$27.60
OTHER DIRECT COSTS:						
Geotechnical Engineering (SME)						\$2,100.00
Design Survey (PEA)						\$0.00
PROFIT						\$5,483.71
TOTAL						\$57,611.18



**SUMMARY OF COSTS - COST BREAKDOWN**  
**FIGURE 5**

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Date: March 24, 2020

Task 1A: Construction Engineering (Forest Road NMP (stand alone contract))

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	4	\$64.76	\$259.03	\$502.51	\$761.53
Scott D. Cook	QA/QC	4	\$52.70	\$210.80	\$408.96	\$619.76
Tony M. Grinnell, PE	Design	2	\$40.51	\$81.03	\$157.19	\$238.22
Mike G. Selig, PE	Design	8	\$31.38	\$251.06	\$487.05	\$738.12
C. David McPherron	Design	0	\$26.47	\$0.00	\$0.00	\$0.00
Greg Kray, PE	Construction Engineer	50	\$41.51	\$2,075.43	\$4,026.33	\$6,101.76
David G. Kalmbach, PE	Design and Construction Administration Support	11	\$34.40	\$378.39	\$734.08	\$1,112.47
Rob Brundage	Resident Project Representative	295	\$30.72	\$9,063.18	\$17,582.58	\$26,645.76
Colton Kahrs, EIT	Construction Administration	110	\$28.77	\$3,164.70	\$6,139.52	\$9,304.22
Beth A. Dillsworth	Administration	13	\$21.44	\$278.73	\$540.71	\$819.43
Sam Scott	Administration	2	\$37.24	\$74.49	\$144.50	\$218.99
<b>SUB-TOTAL</b>		<b>499</b>				<b>\$46,560.27</b>
<b>SUPPLIES &amp; MATERIALS</b>						
Reproduction						\$200.00
<b>TRANSPORTATION</b>						
Mileage - 250 miles @ \$0.575/mile						\$143.75
<b>OTHER DIRECT COSTS:</b>						
Construction Staking (PEA)						\$8,000.00
Material / Density Testing (SME)						\$4,700.00
<b>PROFIT</b>						<b>\$5,125.62</b>
<b>TOTAL</b>						<b>\$64,775.65</b>



**SUMMARY OF COSTS - COST BREAKDOWN**  
FIGURE 6

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Date: March 24, 2020

Task IIB: Construction Engineering (Forest and Collins Road Mill and Resurface Segments)

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	4	\$64.76	\$259.03	\$502.51	\$761.53
Scott D. Cook	QA/QC	4	\$52.70	\$210.80	\$408.96	\$619.76
Tony M. Grinnell, PE	Design	7	\$40.51	\$283.59	\$550.17	\$833.76
Mike G. Selig, PE	Design	2	\$11.38	\$62.77	\$121.77	\$184.53
C. David McPherran	Design	0	\$26.47	\$0.00	\$0.00	\$0.00
Greg Kray, PE	Construction Engineer	42	\$41.51	\$1,743.36	\$3,382.12	\$5,125.48
David G. Kalmbach, PE	Design and Construction Administration Support	10	\$34.40	\$343.99	\$667.34	\$1,011.34
Rob Brundage	Resident Project Representative	364	\$40.77	\$11,183.05	\$21,695.11	\$32,878.16
Colton Kahrs, EIT	Construction Administration	86	\$28.77	\$2,474.22	\$4,799.99	\$7,274.21
Beth A. Dillsworth	Administration	8	\$21.44	\$171.52	\$332.75	\$504.27
Sam Scott	Administration	2	\$37.24	\$74.49	\$144.50	\$218.99
<b>SUB-TOTAL</b>		<b>529</b>				<b>\$49,412.03</b>
<b>SUPPLIES &amp; MATERIALS</b>						
Reproduction						\$100.00
<b>TRANSPORTATION</b>						
Mileage - 200 miles @ \$0.575/mile						\$115.00
<b>OTHER DIRECT COSTS:</b>						
Material / Density Testing						\$6,000.00
<b>PROFIT</b>						\$5,435.32
<b>TOTAL</b>						<b>\$61,062.35</b>



**SUMMARY OF COSTS - COST BREAKDOWN**  
**FIGURE 7**

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Date: March 31, 2020

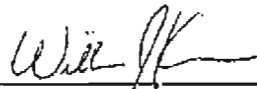
Task IIC: Construction Engineering (Collins and Duncle Road NMP)

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	4	\$64.76	\$259.03	\$502.51	\$761.53
Scott D. Cook	QA/QC	4	\$52.70	\$210.80	\$408.96	\$619.76
Tony M. Grinnell, PE	Design	2	\$40.51	\$81.03	\$157.19	\$238.22
Mike G. Seling, PE	Design	8	\$31.38	\$251.06	\$487.06	\$738.12
C. David McPherrren	Design	0	\$26.47	\$0.00	\$0.00	\$0.00
Greg Kray, PE	Construction Engineer	50	\$41.51	\$2,075.43	\$4,026.33	\$6,101.76
David G. Kalmbach, PE	Design and Construction Administration	11	\$34.40	\$378.39	\$734.08	\$1,112.47
Rob Brundage	Resident Project Representative	295	\$30.72	\$9,063.18	\$17,582.58	\$26,645.76
Colton Kahrs, EIT	Construction Administration	110	\$28.77	\$3,164.70	\$6,139.52	\$9,304.22
Beth A. Dillsworth	Administration	13	\$21.44	\$278.72	\$540.71	\$819.43
Sam Scott	Administration	2	\$37.24	\$74.49	\$144.50	\$218.99
<b>SUB-TOTAL</b>		<b>499</b>				<b>\$46,560.27</b>
<b>SUPPLIES &amp; MATERIALS</b>						
	Reproduction					\$100.00
<b>TRANSPORTATION</b>						
	Mileage - 250 miles @ \$0.575/mile					\$143.75
<b>OTHER DIRECT COSTS:</b>						
	Construction Staking (IPEA)					\$8,000.00
	Material / Density Testing (SME)					\$4,700.00
<b>PROFIT</b>						\$5,121.63
<b>TOTAL</b>						<b>\$64,625.65</b>

**SUMMARY OF COSTS**

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: CZAE



Authorized Signature

Date: March 24, 2020

Task No.	Task Description	Labor & Overhead	Supplies & Materials	Transportation	Other Direct Costs	Profit	Total
IA	Design (Forest Road NMP (stand alone contract))	\$41,179.56	\$250.00	\$51.75	\$34,200.00	\$4,529.75	\$80,211.06
IB	Design (Forest & Collins Road Segments)	\$25,558.49	\$150.00	\$27.60	\$2,100.00	\$2,811.43	\$30,647.53
IC	Design (Collins and Dunckel Road NMP)	\$49,851.87	\$150.00	\$27.60	\$2,100.00	\$5,483.71	\$57,613.18
IIA	Construction (Forest Road NMP (stand alone contract))	\$46,560.27	\$250.00	\$143.75	\$12,700.00	\$5,121.63	\$64,775.65
IIB	Construction (Forest & Collins Road Segments)	\$49,412.03	\$100.00	\$115.00	\$6,000.00	\$5,435.32	\$61,062.35
IIC	Construction (Collins and Dunckel Road NMP)	\$46,560.27	\$100.00	\$143.75	\$12,700.00	\$5,121.63	\$64,625.65
<b>TOTAL NOT-TO-EXCEED COST</b>		<b>\$259,122.48</b>	<b>\$1,000.00</b>	<b>\$509.45</b>	<b>\$69,800.00</b>	<b>\$28,503.47</b>	<b>\$358,935.40</b>

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
**FROM:** Stephanie Robinson CPPB, Senior Buyer  
**DATE:** August 20, 2020  
**SUBJECT:** Sole Source Purchase – Collcorp Inc. - Ironbrook – UV Disinfection System

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Public Service Department, Wastewater Division  
Vendor: Collcorp Inc. - Ironbrook  
Item Purchased: UV Disinfection System Lamps and Parts  
Dollar Amount: Not to exceed \$50,000 (FY21 account 9061052107-970000)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr



**CITY OF LANSING**

124 W. Michigan Ave  
Lansing, MI 48933  
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086772
DATE	08/20/20
VENDOR I.D.	V010733
DELIVERY DATE	
FOB	Destination
REQUISITION NO	PR015395
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

TO: COLLCORP INC  
1055 COUNTY RD 6N  
TINY, ON L9M 0R4  
Canada

PHONE# (705) 533-1853 FAX#

**DELIVER ITEMS TO:**

PUBLIC SERVICE WASTEWATER TREATMENT PLANT  
1625 SUNSET AVE  
LANSING, MI 48917

**SEND INVOICE TO:**

PUBLIC SERVICE WASTEWATER TREATMENT  
1625 SUNSET AVE  
LANSING, MI 48917

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	REPLACE ONE-HALF THE LAMPS ON THE ULTRAVIOLET DISINFECTION (UV) SYSTEM AND REPLACE PARTS AS REQUIRED	50,000	LS	1.00	50,000.00
				TAX	0.00
				<b>TOTAL</b>	<b>50,000.00</b>

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

*Q'W AP/*

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
Samantha Harkins, Deputy Mayor

**FROM:** Stephanie Robinson, CPPB, Senior Buyer

**DATE:** July 28, 2020

**SUBJECT:** Sole Source – Ironbrook - UV Disinfection System

The Public Service Department Wastewater Division requests that Ironbrook be designated as a Sole Source vendor for the purchase of Ultraviolet Disinfection (UV) system lamps and replacement parts.

Please see the attached letter from Sid Scrimger and Andrew Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Ironbrook, in the amount of \$ 50,000.00 per the request of the Public Service Department Wastewater Division.

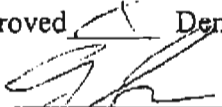
Attachment

Date:

8-5-20

Approved

Denied

  
\_\_\_\_\_  
Andy Schor, Mayor



# MEMO

**TO:** Stephanie Robinson, Buyer/Purchasing  
**FROM:** Sid Scrimger, WWTP Superintendent  
**DATE:** July 14, 2020  
**SUBJECT:** Sole Source Purchase

In 2019 significant work was done on the plant UV disinfection system. Many of the lamps in the system are nearing the end of their useful life and it is important to replace them to avoid potential discharge of pathogens to the Grand River and violation of the City's NPDES permit. In addition, a number of components have failed, requiring their replacement.

The Fischer & Porter UV system disinfects the treated water before it is released to the Grand River. It was installed in 1997, and was refurbished in 2014 at a cost of \$621,028. The City's National Pollutant Discharge Eliminations System Permit requires that effluent from the wastewater plant be disinfected before discharging it into the river.

The intent in 2019 was to contract replacement of lamps in those portions of the system closest to their end-of-life and have the entire system checked for functionality and repaired on an as needed basis. Fifty percent of the lamps were replaced and significant work was done on two of the four UV banks.

Lamps in the two remaining banks still need to be replaced and the analysis of the system revealed a number of parts that are aging and need replacement.

Since the attached quote has been provided prior to a complete assessment of the system, it lists prices for individual units rather than total cost. We do know that replacing 50% of the lamps will require 1180 lamps @ \$22.50 (\$26,550). Based on the initial assessment and unit costs for other items, the total cost should not exceed \$50,000.00.

I recommend that Ironbrook UV Corporation (Ironbrook) be awarded the work, as a sole-source contractor, to replace one-half the lamps on the ultraviolet disinfection (UV) system and replace parts as required for an amount not to exceed \$50,000.00. Attached to this document are

Ironbrook's quotation, and a letter stating that ABB owns the Fischer & Porter design and that Ironbrook is the exclusive distributor. I will note that although the quotation is dated May of 2019, Ironbrook has agreed to the same pricing.

Sid Scrimger 7-14-2020

Sid Scrimger, WWTP Supt.

Andrew Kilpatrick 7/22/20

Andrew Kilpatrick, P.E., Director of Public Service



# ironbrookUV

F&P ULTRAVIOLET SPECIALISTS

March 22, 2019

Scott,

After completing a partial (2 channels out of service) of the UV system we found the following;

**PDC 4-1**

Rack 2 – Tripped Breaker plus blown fuse

Rack 3 – GFI trips

Rack 6 – B4 Lamp Fail

Rack 15 – B3 Lamp Fail

Rack 17 – B3 Ballast removed

UV Intensity – 0% no adjustment

**PDC 4-2**

Rack 6 – B3 Lamp Fail

Rack 11 – B1 Lamp Fail

Rack 14 – B1 Lamp Fail

Rack 16 – B2 Lamp Fail/B4 Lamp Fail

Rack 17 – B7 Lamp Fail

Rack 18 – B2 Lamp Fail

UV Intensity – 120% adj down to 75%

**PDC 3-1/3-2 Out of service**

**PDC 1-1**

Rack 6 – GFI Trip

Rack 15 – B6 Lamp Fail

Rack 16 – Multiple Lamp Fails

Rack 17 – B2, 3 & 4 Lamp Fail

UV Intensity 2% no adjustment





# ironbrookUV

F&P ULTRAVIOLET SPECIALISTS

## **PDC 1-2**

All good

UV Intensity 0% no adjustment

## **PDC 2-1/2-2 Out of service**

With the exception of a bunch of lamp fails which is normal after this many hours and a couple of issues with controller boards the system looks great. We all agree that lamps need to be replaced but issues with controller boards, blown fuse, intensity issues should all be addressed to minimize the work needed to maintain the system.

The intensity meters most likely have moisture in the sensor which will need to be addressed. We can re-work the sensors at our location, hopefully the diodes are ok or they will need replaced. To correct all the issues we found it would take us less than a day to resolve, gives you an idea that after 4 years it would take no time at all to restore everything back to 100%

The lamps look to be burning quite nicely even after 11000 hrs. But as we discussed the time to start planning to do a lamp change is now. I believe two of the channels have close to 13K on them which is getting close to EOL.

As also discussed we can install the lamps on site, troubleshoot any issue that arises and if time allows go through the other banks and resolve some of recorded issues. This would save Lansing the time and expense of not only the removal and installation of the lamps but the issues that arise after lamp installation (which is normal).

The site does not have any spare parts as well, a system this large should have at least a few items on hand such as;

Ballast

Controller Boards

Sensors

Blowers

Ironbrook UV a division of Colcorp Inc  
1055 County Rd 6N, Tiny ON, Canada L9M0R4 \* 705-533-1853 \* Toll Free 866-682-4442  
Fax 705-533-3786 \* [ironbrookuvcorp@rogers.com](mailto:ironbrookuvcorp@rogers.com) \* [www.ironbrook.com](http://www.ironbrook.com)





# ironbrookUV

F&P ULTRAVIOLET SPECIALISTS

Although we do carry all parts for the system you want to be able to quickly replace a defective part so that the system keeps operating to full capacity.

Please refer to following pricing;

Lamps G64T5L Long life (includes installation and orings)

Qty 590 - \$26.00 each

Qty 1180 - \$22.50 each ✓

Qty 2360 - 20.50 each

Ballast Rev 4 - \$170.00ea.

Sensors - \$950.00ea.

Controller Boards - \$550.00ea.

Blowers - \$380.00ea.

As you can see more lamps the cheaper it is per lamp and installation.

I trust this is satisfactory but if you have any questions please feel free to call or email

Regards,

Jamie

Ironbrook UV (Division of Collcorp, Inc)

1055 Country Rd 6 North

Tiny, Ontario L9M 0R4

Tele: 705 533 1853

Fax: 705 533 3786

GST: 824428635

[jammerc@rogers.com](mailto:jammerc@rogers.com)

[ironbrookuvcorp@rogers.com](mailto:ironbrookuvcorp@rogers.com)

Ironbrook UV a division of Collcorp Inc  
1055 County Rd 6N, Tiny ON, Canada L9M0R4 ☎ 705-533-1853 ☎ Toll Free 866-682-4442  
Fax 705-533-3786 \* [ironbrookuvcorp@rogers.com](mailto:ironbrookuvcorp@rogers.com) \* [www.ironbrook.com](http://www.ironbrook.com)





September 24, 2003

Re: Fischer & Porter Ultraviolet Disinfection Design Ownership

Dear Fischer & Porter Ultraviolet Disinfection Customer:

We would like to reiterate that the design of the Fischer & Porter Ballast, GFI and Lamp Rack Controller Boards are our design, which we developed since the inception of the product line that began with the purchasing the original Arist design in the early eighties.

As Fischer & Porter/Elsag Berio/ABB Inc. we have spent considerable cost in developing and promoting our product. This development has included decades of in-house research and development and extensive Bioassay and hydraulic testing at Lehigh University. The testing at Lehigh was not only to comply with EPA requirements as outlined in Section 7 of the EPA Wastewater Manual, but in addition to confirm that the design was suitable for all wastewater conditions throughout the world, as our systems are not limited to one geographic region. For California we did further product research and development at U.C. Davis confirming that the design met the stringent Title 22 requirements for dosage and hydraulic requirements.

ABB retained the rights to the sale and distribution of these parts upon sale of the division to Tejon Technologies. No other company shall sell these products other than our authorized distributor forBrook Partners.

ABB will protect what we have designed and developed to the fullest legal level. As such we have requested that companies copying the product to cease production or seek further legal action. We are asking our customers to respect our position and not purchase these parts. These parts are not approved for use in Fischer & Porter UV systems nor have they been tested by Hydroqual or U.C. Davis, and hence you are violating EPA requirements with these products.

Yours truly,  
ABB Inc.

Ken Burnett  
Senior Product Manager  
Instrumentation and Control Business Unit

ABB Inc.

3150 Highway Road  
Shelburne, Ontario  
J7L 2R3 Canada

Telephone  
(800) 880-8840  
1-800-441-4411  
(800) 537-5629

Fax  
(800) 255-7070

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
Samantha Harkins, Deputy Mayor

**FROM:** Stephanie Robinson, CPPB, Senior Buyer

**DATE:** **October 7, 2020**

**SUBJECT:** Sole Source – Tetra Tech

The Public Service Department – WWTP Division requests that Tetra Tech of Lansing be designated as a Sole Source consultant for the procurement of Engineering Services for the SCADA System Replacement.

Please see the attached letter from Bill Brunner and Andrew Kilpatrick regarding the request for the engineering services.

Based on the attached letter purchasing recommends issuing a sole source purchase order to Tetra Tech in the amount of \$ 157,000 from account 590-933610-743000-52105 per the request of Public Service Department WWTP.

Attachment

Date: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

\_\_\_\_\_  
Andy Schor, Mayor



Andy Schor, Mayor

**PUBLIC SERVICE  
DEPARTMENT**

Wastewater Division  
1625 Sunset Avenue  
Lansing, Michigan 48917  
(517) 483-4404  
FAX: (517) 483-4536

<http://publicservice.cityoflansingmi.com/pubwater/>



**To: Stephanie Robinson, Senior Buyer  
Shannon Tracy, Senior Buyer**

**From: William H. Brunner, P.E., Plant Engineer**

**Date: October 6, 2020**

**Subject: Recommendation of Sole Source Engineering  
SCADA System Replacement**

---

I recommend that Tetra Tech be awarded the work, as a sole-source engineer, to design and provide programming and deployment assistance for replacement of the supervisory control and data acquisition (SCADA) system at the Lansing Wastewater Treatment Plant and Pump Stations for \$157,000. Attached to this document is Tetra Tech's quotation for the work.

The SCADA system provides real-time monitoring and control of equipment located throughout the wastewater plant and at the 33 pump stations located throughout the City. It also acquires data useful in tracking the health of the equipment, and the state of system. Without SCADA, personnel would have to visit each process, pump station, and piece of equipment to determine if it is functioning, and to what extent, and to operate it. Since its installation, SCADA has allowed the plant to reduce staffing requirements by over a third. Current staffing brings that to less than half. We no longer have the staffing required to run the plant without a SCADA system.

We were budgeting for a phased replacement of the SCADA system. However, we have recently used much of our backup equipment, and are now experiencing more and more temporary failures of the installed equipment, including a 3-hour complete failure September 30-October 1, 2020. In order to operate the plant in compliance with State and Federal Regulations, it is urgent that we replace the SCADA system as soon as possible.

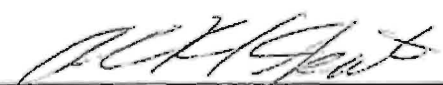
Tetra Tech provided engineering design and construction services during installation of the plant's SCADA system in the early to mid-2000s. Key personnel from that project will be working on this upgrade. We will realize substantial savings in design time due to their intimate familiarity with the system. To save contractor markup fees, Tetra Tech is proposing that the City purchase the SCADA equipment directly, and install it with our electricians. Also, the proposal includes upgrading the Wonderware software, instead of replacing it with a different software system. This will require minimal effort compared with the entire reprogramming of the hundreds of computer screens used in the monitoring and control processes.

Funds will be drawn from the following account:

\$157,000      590-933610-743000-52105      Solids Handling Upgrades

If you have any questions regarding this recommendation, please contact me -4018. Thank you for your assistance.

 Approved

  
Andrew Kilpatrick, P.E., Director of Public Service



September 30, 2020

*Transmitted Electronically*

Mr. Bill Brunner, P.E.  
City of Lansing WWTP  
1625 Sunset Avenue  
Lansing, MI 48917

**Re: City of Lansing Wastewater Treatment Plant  
Phase-1 - Network and HMI System Upgrades  
Design, Programming, and Startup Services**

Dear Mr. Brunner:

Thank you for the opportunity to submit our professional services proposal to assist the City of Lansing with upgrading the Wastewater Treatment Plant (WWTP) SCADA network and HMI computer hardware and software.

#### **PROJECT UNDERSTANDING**

Based on our discussions it our understanding that you would like to upgrade the following items:

**1. WWTP SCADA Networking Equipment.**

The SCADA networking equipment will be designed and replaced to include new core (administration building) network switches and possibly redesigned edge switches at each of the major WWTP buildings.

**2. WWTP HMI Computing Hardware and Software.**

The Wonderware HMI computing hardware and software will be upgraded to incorporate virtualized (MS Hyper-V) servers and upgrades to the latest version of Wonderware HMI software. This includes upgrading the servers located in the administration building along with changing the operator workstations to thin-client type computers across the entire WWTP.

#### **BACKGROUND**

The current SCADA system was largely designed and implemented in the mid to late 1990s. The system is a large, complex, and robust system that is comprised of all Allen-Bradley (Rockwell) programmable logic controllers (PLC), mostly the PLC-5 model with older 1771 and 1791 series input/output (I/O) cards, arranged in standard PLC-5 type I/O chassis. Wonderware human machine interface (HMI) software is used throughout the system to allow plant operators to control the WWTP plant processes via graphical computer displays. Approximately 15 Wonderware operator workstations are located throughout the WWTP plus one at each of the five remote major stations. The current Wonderware system is based on each of the operator workstations being an independent stand-alone workstation running Microsoft Windows operating systems with several servers (Microsoft Windows Server) utilized for data retrieval and single Wonderware Historian.

The SCADA Ethernet network components (mostly Cisco branded equipment) date back to the original installation in the mid to late 1990s.

The majority of the entire SCADA system has served its useful life and many components have been obsoleted by their respective manufacturers.

In terms of system upgrades over the past 20 years, the network topology was reconfigured to eliminate the edge network switches and a spare core switch purchased and configured about 10 years ago. The HMI software (Wonderware) was last updated in 2009 and currently operates on computers running Microsoft Windows XP, which is now two generations old and obsoleted. The majority of computing equipment is past its recommended useful life and has recently shown signs of failure, which also applies to some of the existing network components, specifically the core Cisco switches located in the administration building.

Recommended upgrades are described below. This proposal covers upgrading the network components, SCADA computing hardware and software. The PLCs are also recommended for upgrade and a subsequent proposal for that scope of work will be forthcoming later in October 2020.

## **RECOMMENDATIONS**

### **WWTP SCADA Networking Upgrades**

Tetra Tech recommends replacement of the existing SCADA ethernet network components throughout the entire WWTP and at the five major pumping stations. The system upgrades should be designed to return the system to its original network topology design that incorporated edge switches in each building rather than its current configuration of all fiber leading back to the core switches within the administration building. The current system, although simpler in terms of hardware complexity, lessens overall system reliability by requiring the core switches to be fully operational for all other process areas to function whereas the original design that incorporated edge switches allow individual process areas to fully operate locally even if the core switch were to malfunction. Switches should be based around Cisco or Rockwell Stratix and be suitable for their intended environment. It is recommended that a Cisco certified network consultant be subcontracted to provide design and system programming/configuration assistance. Tetra Tech would create a comprehensive bill-of-material (BOM) for the network equipment to be direct purchased by the City. This will save contractor and sales tax markup. Hardware installation would be completed by the current on-site electrical contractor with assistance from Tetra Tech.

### **WWTP HMI Computer Hardware and Software Upgrades**

For the WWTP SCADA computing systems Tetra Tech recommends the new system consist of a virtual thin solution that will reduce the number of physical servers, increase redundancy, provide much easier and maintainable disaster recovery without adding significant additional costs compared to a non-virtualized system. The recommended system described below would be implemented at the WWTP.

The recommended system will include two physical servers to replace the current servers and workstations. Each physical server would contain multiple virtual images. This is accomplished using virtualization software from Microsoft called Hyper-V. Hyper-V allows multiple software images to run concurrently on one physical server. In addition, a third server or dedicated hardware backup device would be designed to provide system backups.

The Wonderware HMI software would be upgraded from the current version to the latest version 2020 (released in early 2020).

Approximately 15 thin-client computers would be distributed around the WWTP plant replacing the current thick-client computers or a combination of thin and thick clients could be distributed depending on the need for local data collectors. The major stations upgrades (all five) would be implemented with standard thick-client computers running Windows 10 professional. Tetra Tech would create a comprehensive bill-of-material (BOM) for the computing equipment to be direct purchased by the City. This will save contractor and sales tax markup. Hardware installation would be completed by the current on-site electrical contractor with assistance from Tetra Tech.

**Benefits of the proposed system design**

- Utilizes a Domain controller to facilitate centralized login security.
- Terminal server solution allows inexpensive terminal computers to be used throughout the WWTP.
- Terminal server allows easy deployment of tablet computers if desired by City staff.
- Dual input/output data and terminal servers provide redundant yet very efficient data retrieval from the Allen-Bradley PLCs.
- Virtualization lends itself to allow easy system disaster recovery in the event of hardware failure.
- Dedicated backup device allows systematic backups to be stored on a dedicated device.

**PLC UPGRADES (FUTURE PHASE-2 UPGRADES PROPOSAL)**

Rockwell (Allen-Bradley) has fully retired the PLC-5 line of programmable logic equipment including all PLCs, I/O cards and related equipment. The equipment is no longer available for purchase from the manufacturer.

A migration project would require hardware upgrades and programming modifications of the existing PLC-5 programs to the newer Logix style programs as well as revise the existing Wonderware Intouch HMI software input/output (I/O) drivers and tag-name database as well as the Wonderware Historian to achieve communications to the new logic controllers and associated hardware.

To minimize impact to the daily operations of the treatment plant Tetra Tech recommends the use of the Rockwell PLC-5 wiring migration solution kits which utilizes a PLC-5 backplane replacement plate and pre-wired ControlLogix connection wiring. This is the most cost effective and least disruptive method to migrate to the new PLC platform based on our experience with these types of projects. This will substantially reduce the labor that would normally be required by an installation contractor.

The migration kits would allow a contractor to perform the installation in the shortest amount of time thus minimizing operational disruptions. Tetra Tech would provide required programming, on/off site technical assistance, and onsite system commissioning services.

**ESTIMATED OPINION OF PROBABLE CONSTRUCTION COST**

Network Equipment	\$100,000	
Computing Equipment	\$70,000	
Computing Software	\$125,000	
Installation Labor	\$20,000	(this could optionally be done by City maintenance staff if desired)
Contingency (~15%)	\$42,000	
<b>TOTAL</b>	<b>\$357,000</b>	<b>(not including design, configuration and deployment)</b>

## **SCOPE OF WORK (PHASE 1 UPGRADES)**

### **WWTP SCADA Networking Upgrades (TASK 1)**

- Conduct an onsite meeting to discuss the proposed network design.
- Visit the WWTP and each major station to document the existing network equipment and assess current conditions and operation. This includes a subcontractor to upload (save) configurations from all existing network switches.
- Tetra Tech to pull together existing system documentation and modify for the new components and ready for system deployment.
- Modify existing WWTP design drawings (including each of the five major stations) to show replacement of the existing network equipment.
- Develop a bill-of-material for the City to execute purchase of the required network and security components for the WWTP and major stations.
- Subcontract a Cisco networking expert to assist the Tetra Tech design team with networking best practices and provide onsite configuration and system deployment assistance.
- Tetra Tech to provide 80 hours for WWTP and major station onsite system deployment and Cisco subcontractor oversight.
- Tetra Tech to assist the installation contractor with mounting new hardware.

### **WWTP HMI Computer Hardware and Software Upgrades (TASK 2)**

Tetra Tech proposes to design a solution, provide a hardware/software bill-of-material (BOM) to the City for purchase, provide software configuration in our office and deliver and setup the configured hardware to make a new working system at the WWTP and five remote stations (major). The new system will be setup in parallel with the existing system to allow nearly seamless switchover from the old to new system. System is assumed to consist of two physical server class computers configured with multiple virtualized servers using Microsoft Hyper-V, approximately 15 thin-client computers located at the WWTP and 5 thick-client computers, one at each major station.

- Conduct an onsite meeting to discuss the proposed design, final hardware choices, hardware/software procurement and overall system implementation schedule.
- Provide a design that includes Visio architecture diagrams of the final solution.
- Provide a BOM to the City for purchase of required hardware and software components.
- Retrieve the server, thin and thick client computer hardware, software equipment and configure the hardware & software in our Ann Arbor office
  - Configuration includes documenting critical settings, passwords, network parameters, etc. in a MS Word or Excel document.
  - Install the latest version of Wonderware HMI software on each of the virtualized servers for the WWTP.
- Setup and test each of the 15 thin-client terminals and 5 thick-client computers.
- Deliver the configured server system to the WWTP and work with an installation contractor to install the server computers, thin and thick client computers around the WWTP and remote stations (major).
- Test and verify operation of the new system then coordinate the switchover from the old system to the new system. Tetra Tech has budgeted a total of 120 hours for onsite system deployment.
- Transfer the existing historical data from the old system to new system Historian.
- Provide 16-hours of follow-up time to visit the WWTP and verify system operation.
- Turn over configuration documents to the Owner.
- Provide 4 hours of training to Owner on hardware configuration and operation of the upgraded system.

**ASSUMPTIONS**

Tetra Tech assumes the following:

- All existing control panel and network drawings are documented and available in electronic or paper form.
- This proposal is for upgrades at the WWTP and computers and hardware at five major pumping stations.
- The City will direct purchase all necessary hardware and software.
- City will be responsible for contracting the installation labor as needed.

**COMPENSATION**

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of:

**TASK 1 NETWORK UPGRADES**

Design	\$29,000
Onsite Deployment	<u>\$46,000 *</u>
TOTAL	\$65,000

\* includes \$21,000 subcontracted services for onsite network programming and deployment assistance.

**TASK 2 COMPUTER HARDWARE & HMI SOFTWARE UPGRADES**

Design & Configuration	\$55,000
Onsite Deployment	<u>\$37,000</u>
TOTAL	\$92,000

**TOTAL PROJECT \$157,000**

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. Our Standard Terms and Conditions are attached and considered a part of this proposal.

**SCHEDULE**

We are prepared to begin work immediately upon receipt of your written authorization to proceed.

A preliminary schedule is presented below:

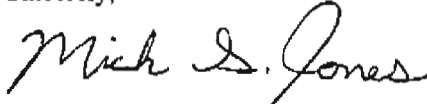
- Network System Design October 2020 - January 2021
- Network System Onsite Deployment February 2021 - May 2021
- Computer Hardware/Software Config. January - May 2021
- Computer Hardware/Software Deploy May - August 2021.


Mr. Bill Brunner, P.E.  
Lansing WWTP Phase 1 – Network and HMI System Upgrades  
Design, Programming, and Startup Services  
September 30, 2020  
Page 6

**CONCLUSION**

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

Sincerely,

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

  
Gary Markstrom, P.E.  
Senior Project Manager

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

**PROPOSAL ACCEPTED BY CITY OF LANSING**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



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

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

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

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

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

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

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

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

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

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

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

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

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

**Period of Service** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

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

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

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

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

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

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

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

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

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

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

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

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

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

**Consequential Damages** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall 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 Agreement. This mutual waiver of 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. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

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

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

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

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

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

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

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

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

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

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

**Survival** All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

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

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

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

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

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

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

**Lien Rights** Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

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

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
**FROM:** Stephanie Robinson CPPB, Senior Buyer  
**DATE:** October 9, 2020  
**SUBJECT:** Sole Source Purchase – Tetra Tech Inc

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Public Service Department Wastewater Division  
Vendor: Tetra Tech Inc  
Item Purchased: Engineering Services for Switchgear Replacement  
Dollar Amount: Not to exceed \$31,400 (FY21 account 590-933610-973000-44007)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr



# CITY OF LANSING

124 W. Michigan Ave  
Lansing, MI 48933  
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086826
DATE	09/11/20
VENDOR I.D.	V031455
DELIVERY DATE	
FOB	
REQUISITION NO	PR015464
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

TO: TETRA TECH INC  
401 S WASHINGTON SQ STE 100  
LANSING, MI 48933

Page 1 of 1

PHONE# (517) 394-7900 FAX#

### DELIVER ITEMS TO:

PUBLIC SERVICE WASTEWATER TREATMENT PLAN  
1625 SUNSET AVE  
LANSING, MI 48917

### SEND INVOICE TO:

PUBLIC SERVICE WASTEWATER TREATMENT  
1625 SUNSET AVE  
LANSING, MI 48917

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	ENGINEERING SERVICES FOR ELECTRICAL SWITCHGEAR REPLACEMENT DESIGN, EQUIPMENT PROCUREMENT ASSISTANCE, AND CONSTRUCTION SERVICE AT CITY OF LANSING WASTEWATER TREATMENT PLANT	31,400	EA	1.00	31,400.00
				TAX	0.00
				TOTAL	31,400.00

*Emad*

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

*[Handwritten Signature]*

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
Samantha Harkins, Deputy Mayor

**FROM:** Stephanie Robinson, CPPB, Senior Buyer

**DATE:** September 3, 2020

**SUBJECT:** Sole Source – Tetra Tech

The Public Service Department – WWTP Division requests that Tetra Tech of Lansing be designated as a Sole Source consultant for the procurement of Engineering Services for the WWTP.

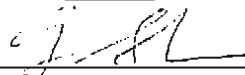
Please see the attached letter from Bill Brunner and Andrew Kilpatrick regarding the request for the engineering services.

Based on the attached letter purchasing recommends issuing a sole source purchase order to Tetra Tech in the amount of \$ 31,400 per the request of Public Service Department WWTP.

Attachment

Date: 9-8-20

Approved  Denied

  
Andy Schor, Mayor

**CITY of LANSING**  
INTEROFFICE COMMUNICATION

**TO:** Andy Schor, Mayor  
Samantha Harkins, Deputy Mayor

**FROM:** Stephanie Robinson, CPPB, Senior Buyer

**DATE:** September 3, 2020

**SUBJECT:** Sole Source – Tetra Tech

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Please see the attached letter from Bill Brunner and Andrew Kilpatrick regarding the request for the engineering services.

Based on the attached letter purchasing recommends issuing a sole source purchase order to Tetra Tech in the amount of \$ 31,400 per the request of Public Service Department WWTP.

Attachment

Date: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

\_\_\_\_\_  
Andy Schor, Mayor



TETRA TECH

September 1, 2020

*Transmitted Electronically*

Mr. William Brunner, P.E., Plant Engineer  
City of Lansing Wastewater Treatment Plant  
1625 Sunset  
Lansing Michigan 48917

**Re: City of Lansing Michigan  
Wastewater Treatment Plant  
Electrical Switchgear Replacement Design,  
Equipment Procurement Assistance, and Construction Services**

Dear Mr. Brunner:

Pursuant to your request, we are pleased to provide the City of Lansing this proposal for engineering design, assistance to the City with switchgear procurement, and construction services to replace the main 15KV metal clad electrical distribution switchgear and 4160V breaker lineup in the west blower building at the Lansing Wastewater Treatment Plant (WWTP). This will ensure the plant has a reliable power supply to serve the WWTP.

#### **EXISTING CONDITIONS**

There are two incoming primary 13.2KV power sources from the Lansing Board of Water and Light that power the primary switchgear. The primary metal clad switchgear consists of two main breakers, a tie breaker, and eight feeder breakers.

There is an automatic transfer scheme within the switchgear that will automatically operate the tie breaker when either source of power fails to repower the portion of the plant affected by a loss of one source.

The existing automatic transfer scheme no longer operates reliably, and in some instances, breakers have difficulty in reclosing once tripped open. In addition, switchgear has reached the end of its useful life and should be replaced.

#### **APPROACH**

### Equipment Procurement Assistance

1. Provide plant staff with the completed one-line drawings, wiring diagrams, and switchgear technical specifications to allow the City to procure the switchgear equipment through an informal bidding process conducted by the City.
2. Conduct one (1) pre-bid meeting at the Lansing WWTP.
3. Assist the City with questions and prepare and issue addenda as required to interpret and/or clarify City bidding documents.
4. Review and evaluate the apparent low bidder's qualifications for supplying and delivering the equipment to the WWTP.

### Construction Assistance

1. Attend one (1) pre-construction meeting at the Lansing WWTP.
2. Provide onsite construction verification (8 hours have been budgeted for this task).
3. We will be available as-needed to answer questions from the supplier or installation contractor.
4. Update electrical switchgear as-built drawings.

### ASSUMPTIONS

1. Formal bid advertisement is not included.
2. Front-end specifications to be completed by City if needed.
3. The City will direct purchase the switchgear and have the low bidder deliver to the WWTP.
4. The City will work with their on-call electrical contractor to perform the installation.
5. SCADA reprogramming of the power monitors will be done as part of the as-needed contract.

### SCHEDULE

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

### COMPENSATION

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of:

Design	\$23,400
Equipment Procurement Assistance	\$3,500
Construction Assistance	<u>\$4,500</u>
<b>Total</b>	<b>\$31,400</b>



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

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

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

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

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

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

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

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

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

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

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

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

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

**Period of Service** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

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

Worker's Compensation – as required by applicable state statute

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

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

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

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

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

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

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

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

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