AGENDA

Committee on Ways and Means
AGENDA FOR AUGUST 22, 2022 AT 4:30 PM

Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor
To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

Council Member Spadafore, Chairperson
Council Member Garza, Vice Chairperson
Council Member Wood, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   A. July 11, 2022
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
   B. RESOLUTION - Grant Acceptance; Cities for Financial Empowerment; "FE Cities Expert Mentor"
   C. RESOLUTION - Grant Acceptance; Byrne Justice Assistance Grant for the Law Department
   D. Sole Source Purchase; Public Service Department request for Bossman Construction LLC as the vendor for sidewalk construction.
   E. Sole Source Purchase; Public Service Department request for Matoon and Lee Equipment as the vendor for a new drive for Lightnin Mixer
   F. Sole Source Purchase; Public Service Department request for Professional Pump as the vendor for rebuilding of a Wastewater Chopper Pump
   G. Sole Source Purchase; Police Department request for Michigan as the vendor for training and police policy consultants
   H. Sole Source Purchase; Police Department request for All City Management Services as the vendor for School Crossing Guard Services
6. **Other**
   I. DISCUSSION - Fiscal Year 2023/2024 Budget Priorities
7. **Adjourn**

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.

MINUTES
Committee on Ways and Means
Monday, July 11, 2022 @ 4:30 p.m.
City Council Conference Room

CALL TO ORDER
Council Member Spadafore called the meeting was called to order at 4:30 p.m.

PRESENT
Council Member Peter Spadafore, Chair
Council Member Jeremy Garza, Vice Chair
Council Member Carol Wood, Member

OTHERS PRESENT
Sherrie Boak, Council Office Manager
Lisa Hagen, OCA
Greg Venker, OCA
Jane Bias DiSessa, Mayor's Office
Desiree Kirkland, Finance
Peter Jones
Barb Kimmel, EDP
Erin Buitendorp, Public Service
Brian McGrain, EDP
Cassie Cooper, Tri County Office Aging

Minutes
MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM JUNE 27, 2022 AS PRESENTED. MOTION CARRIED 3-0.

Public Comment
No public comment at this time.

Discussion/Action:
RESOLUTION – Appointment; Peter Jones; At Large Member, Income Tax Board of Review; Term to Expire June 30, 2026
Mr. Jones informed the Committee of his interest in serving for the City, and as a small business owner he hopes he can bring his experience to the Board.

Council Member Garza asked why he was requesting only this Board, and Mr. Jones stated he does own properties in the City and knows where his taxes go and wants to assist other residents and business owners.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM JUNE 27, 2022 AS PRESENTED. MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; AARP Community Challenge Grant
Ms. Buitendorp explained this is a quick change grant for the Sycamore Park neighborhood for bike racks, trails, street art and plan to work with the school district.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR THE AARP COMMUNITY CHALLENGE GRANT. MOTION CARRIED 3-0.

RESOLUTION – Request for Approval; Tri-County Office on Aging Fiscal Years 2023-2025 Multi Year Plan
Ms. Cooper explained the programs for advocacy, communications, transportation and there no new goals then three years. All municipalities need to agree and move forward.

Council Member Wood asked if any of the pandemic was incorporated into the plan. Ms. Cooper stated she would look into and get back with her.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE TRI-COUNTY OFFICE ON AGING FISCAL YEARS 2023-2025 MULTI YEAR PLAN. MOTION CARRIED 3-0.

RESOLUTION – Set a Public Hearing; Grant; Michigan Economic Development Center (MDEC) Support Grant
Council Member Spadafore noted this is to act setting a public hearing for July 25th, and it was determined by OCA a public hearing. Mr. McGrain confirmed that MEDC requires the hearing as part of their process. Mr. Venker confirmed it was an MEDC requirement.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR JULY 25, 2022 FOR THE MEDC SUPPORT GRANT.

Council Member Wood asked for verification that action was just for setting the hearing, and it was confirmed the action was to set the public hearing.

MOTION CARRIED 3-0.

Other
No further discussion items.

ADJOURN
Adjourned at 4:39 p.m.
Submitted by,
Sherrie Boak, Council Office Manager
Lansing City Council
Approved by the Committee _________________________

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: FE Cities Expert Mentor

DEPARTMENT: Neighborhoods Arts & Citizen Engagement

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Amber Paxton amber.paxton@lansingmi.gov 517.648.6643

APPLIICATION DATE: March 7, 2022 AWARD DATE: March 22, 2022

GRANT CYCLE: May 1, 2022 – March 31, 2023 Check One: ___Annual _X_One-Time

FUND AMOUNT: $15,000 (Breakdown below should total this amount)

GOODS & SERVICES	
PERSONNEL	12,500
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Travel & misc)	2,500

CITY MATCH (IF APPLICABLE): $ N/A

GRANT PAYS FOR: City of Lansing staff time; travel; other

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

Pairing Lansing's Office of Financial Empowerment with the City of Jackson, Tennessee to serve as a mentor as they create their own Office of Financial Empowerment. Allowable uses of the grant dollars are to reimburse for Lansing staff time spent on mentoring Jackson which will include monthly calls; travel and other expenses of a two-to-three-day site visit with job shadowing; travel and other expenses to present at a full cohort learning session.

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (the "MOU"), dated as of May 1, 2022 (the "Effective Date"), is by and between the **Cities for Financial Empowerment Fund, Inc.** (the "CFE Fund"), a Delaware nonprofit corporation qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") with its principal office located at 44 Wall Street, Suite 1050, New York, NY 10005, and **City of Lansing** (the "Partner").

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the "Purposes").

WHEREAS, the Partner has significant expertise operating a municipal Office of Financial Empowerment, the Lansing Office of Financial Empowerment.

WHEREAS, the CFE Fund engages the Partner as a Financial Empowerment Cities ("FE Cities") Expert Mentor ("FE Cities Expert Mentor") and desires to accept this engagement on the terms and conditions set forth hereinafter.

WHEREAS, the Partner has agreed to make use of the CFE Fund guidance provided by this MOU to manage, implement, and oversee the activities set forth in Exhibit A (the "Scope of Work").

WHEREAS, the CFE Fund has determined that the support of the Partner in the work contemplated by this MOU furthers the exempt purposes of the CFE Fund.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the CFE Fund and the Partner agree as follows:

1. **Scope of Work.**

   The primary purpose of the Partner's activities, as set forth in Exhibit A, will be to:

   (a) provide technical assistance to one municipality "FE Cities Grantee" planning for and launching its own Office of Financial Empowerment as part of that municipality's own grant relationship with the CFE Fund.

2. **Term.**

   The term ("Term") of this MOU shall begin as of the Effective Date and continue until March 31, 2023, renewable thereafter upon an amendment signed and executed by both parties hereto in the same manner as this MOU.

3. **Stipend.**

   The CFE Fund pledges and agrees to provide the Partner a Stipend in the form of cash or cash equivalents in an amount not to exceed $15,000 (FIFTEEN THOUSAND DOLLARS) (the "Stipend"). The Stipend will be paid in U.S. Dollars in accordance with Section 4.

4. **Payment of Stipend.**

   (a) Partner shall be eligible to receive the full Stipend upon full execution of this MOU.

   (b) The CFE Fund can make payment in one of two ways. Please initial in **ONE** of the boxes to select the requested payment option.

   Initial Here for Electronic Payment and to Authorize Staff Member

   - For electronic payment: The CFE Fund will make an electronic payment through the CFE Fund's payment system, bill.com. The Partner authorizes the below employee to create an account and enter the Partner's appropriate bank routing and account number into bill.com. The Partner will ensure that account information in bill.com is accurate throughout the Term of the MOU.
     Jeff Scharnowske
     Controller
     jeff.scharnowske@lansingmi.gov
     517-483-4515

   Initial Here for Payment by Check

   - For payment by check: The CFE Fund will issue a check to the Partner at the address provided:
     ____
     ____
     ____
     ____

   (ii) If any stipend funds are unspent after meeting Scope of Work obligations, the Partner may use them for general City of Lansing Office of Financial Empowerment activities within the period of this MOU.

5. **Confidentiality.**

The Partner hereby agrees that during the entire term of this MOU and thereafter the Partner shall not disclose or divulge any Confidential Information (as hereinafter defined), or any part thereof, to any person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the CFE Fund and the FE Cities Grantee. Upon the request of the CFE Fund, and in any event upon termination of the MOU, the Partner shall promptly deliver to the CFE Fund all documents or other materials in its possession (and all copies thereof) constituting or containing the CFE Fund's Confidential Information. "Confidential Information" means information which the CFE Fund, in its sole determination, marks as confidential or proprietary including, but not limited to, items, materials, and information concerning the following: data security configuration, source code of software applications, marketing plans or strategies; budgets; designs; promotional strategies; client preferences and policies; creative activities for clients; contact information relating to the CFE Fund's personnel or that of any of its clients; concepts; trade secrets; product plans; financial information and all documentation, reports and data (recorded in any form), and other data, files, and/or other material, both tangible and intangible, in writing and orally imparted that relates to the CFE Fund's business operations.

6. **Compliance with Laws.**

The Partner shall comply with all local, state and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Scope of Work and Partner's obligations and performance under this MOU. Partner shall obtain and maintain any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this MOU.

7. **Return of Documents.**

Upon termination of this MOU, the Partner shall deliver all work product, records, notes, data, memoranda, models and equipment of any nature that are in the Partner's possession or under the Partner's control and that are the CFE Fund's property.

8. **Benefits.**

The CFE Fund is not responsible for any insurance or other fringe benefits, including, but not limited to, social security, worker's compensation, state unemployment, federal and state income tax withholdings, retirement or leave benefits, for the Partner or employees of the Partner. The Partner assumes full responsibility for the provision of all such insurances and fringe benefits for the Partner and all the Partner's employees.

9. W-9 Form / Tax I.D. Number.

The Partner shall provide to the CFE Fund a signed and completed W-9 Form upon the execution of this MOU. Payment will be made to the entity named on the W-9 Form. The Partner hereby agrees to notify the CFE Fund immediately upon any change of taxpayer information found on the W-9 Form.

10. Termination.

Notwithstanding any of the above, this MOU may be terminated by either party after thirty (30) days written notice; however, any and all fees due and owing must be paid at the time of termination.

11. Relationship of the Parties.

For purposes of this MOU, the Partner is not an agent of the CFE Fund and the CFE Fund is not an agent of the Partner. Neither party has the right or authority to bind the other party through its actions or any other MOU or communications.

12. Amendment.

This MOU, or any part hereof, may be amended from time to time only by a written instrument executed by CFE Fund and the Partner.

13. Assignment.

This MOU may not be assigned by either party without the prior written approval of either party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed by their respective officers as of the day and year first above written.

CITIES FOR FINANCIAL EMPOWERMENT FUND, INC.

By: ______________________________
Name: Jonathan Mintz
Title: President and Chief Executive Officer

Date: 07/13/2022

CITY OF LANSING

By: ______________________________
Name: Andy Schor
Title: Mayor

Date: ______________________________

Exhibit A

Scope of Work

As an FE Cities Expert Mentor, the Partner shall be paired by the CFE Fund with one of its Financial Empowerment Cities grantee partners ("FE Grantee") in order to assist the CFE Fund in providing technical assistance to that FE Cities Grantee. The FE Cities Expert Mentor's designated FE Cities Grantee is the **City of Jackson, TN.**

Below is guidance on the FE Cities Expert Mentor's responsibilities, which are based on supporting the FE Cities Grantee through their two phases of work and their own local timing and priority needs.

The FE Cities Expert Mentor will engage in the following activities and technical assistance:

- Participate in one virtual kickoff meeting with the assigned FE Cities Grantee, to be coordinated by CFE Fund;
- Schedule a series of monthly technical assistance calls at the convenience of the FE Cities Grantee and Expert Mentor;
- Share (wherever possible) relevant documents and best practices with the FE Cities Grantee, including but not limited to job descriptions, budget proposals, data sharing agreements, partners evaluations, RFP drafts, marketing materials, fundraising proposals, data reports, etc.;
- Coordinate to host a two to three-day site visit and job shadowing experience for the FE Cities Grantee;
- Present at least one full cohort learning session on a key local program or strategy; and
- Maintain communication with the CFE Fund team regarding the progress of the FE Cities Grantee.

Reporting

The FE Cities Expert Mentor will be responsible for one brief Final Report to the CFE Fund. This report will include details on the technical assistance provided, and a financial overview of how the stipend was spent (due April 15, 2023).

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing was selected on May 1, 2022 to receive a Cities for Financial Empowerment Fund (CFE Fund) grant for “FE Cities Expert Mentor” for $15,000; and

WHEREAS, the City of Lansing’s Office of Financial Empowerment, which is part of the Department of Neighborhoods & Citizen Engagement applied for a grant to provide the partner (Jackson, TN) with technical assistance resources; and

WHEREAS, the CFE Fund grant was the result of a competitive proposal process, and the proposal was submitted by the Office of Financial Empowerment on March 7, 2022, approved on May 1, 2022, and will be received upon approval by Council and signed agreement; and

WHEREAS, the award for $15,000.00 does not require a local match.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Cities for Financial Empowerment Fund grant in the total amount of $15,000.00 for the grant period beginning on the date of council approval for the City of Lansing and ending on March 31, 2023.

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 8/8/22

GRANT NAME: Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program

DEPARTMENT: Office of the City Attorney

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Venus Kumar, Venus.Kumar@lansingmi.gov, 517-483-4319

APPLIICATION DATE: May 2022 AWARD DATE: August 2022

GRANT CYCLE: FY 2023 Check One: ___Annual X One-Time

FUND AMOUNT: $76,000.00 (Breakdown below should total this amount)

GOODS & SERVICES	
PERSONNEL	76,000.00
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	

CITY MATCH (IF APPLICABLE): $

GRANT PAYS FOR: To improve the operational effectiveness of the office and expand prosecutorial resources. Funding would support the Office's legal assistant position, which is responsible for adequately preparing district court dockets and providing assistance to victims of crime, including the preparation and delivery of crime victim rights letters. Interns also assist with both of these processes and the grant would fund their work. Grant dollars would also go towards the efforts of the Assistant City Attorneys in prosecuting driving while intoxicated offenses, including both alcohol and drug intoxication, which require significantly more time and effort than other cases. The term of this grant is for fiscal year 2023 and runs from July 1, 2022 through June 30, 2023.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

Please see above.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, in May 2022, the Office of the City Attorney submitted a Byrne Justice Assistance Grant application to the Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program for funding to improve the functioning of the criminal justice system, prevent or combat juvenile delinquency, and assist victims of crime; and

WHEREAS the Office of the City Attorney was informed on July 26, 2022, that it has been selected to receive funding in the amount of $76,000; and

WHEREAS local match funds are not required; and

WHEREAS the mission of the Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program will help the Office of the City Attorney ensure that criminal offenses are dealt with in a timely and appropriate manner. This will help protect the safety and security of Lansing and Michigan residents while also ensuring that the rights of victims and defendants are respected. Additionally, the project will fund three good jobs in the Office for Michigan residents; and

WHEREAS the project would primarily impact the City of Lansing by ensuring the Office of the City Attorney can effectively prosecute criminal offenses in the City. The adequate prosecution of offenders in the City, particularly driving while intoxicated offenses, would also have positive impacts on the safety and security of the surrounding areas and the state as a whole; and

WHEREAS the project would have national significance because the proper prosecution of offenders, particularly driving while intoxicated offenders, at any level of government improves the safety and security of all Americans; and

WHEREAS this project would put taxpayer money towards the more efficient and effective functioning of the judicial system in one of Michigan’s largest cities. By funding the vital prosecutorial work of these three positions, taxpayer money would create jobs and improve the safety and security of Lansing and Michigan residents as well as all Americans.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the State of Michigan Byrne JAG in the amount of $76,000 for the program period of July 1, 2022 through June 30, 2023; and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the awarded funds.

Public Service Department Sole Source Purchase Supplemental Information

Professional Pump Inc.

This vendor was the low bidder on another pump project at the plant, so we had them take the chopper pump back to their shop to perform what was believed to be a simple, inexpensive repair. Once the pump was disassembled, they found the pump needed to be completely rebuilt. As opposed to paying them to reassemble the pump and then obtain quotes for a pump rebuild, we chose to have Professional Pump rebuild the pump, based on their previous low bid for work and the good service they provided. This most closely falls under 206.05(c)(4) for situations where the source is unique or special in nature

Matoon and Lee

The Wastewater Treatment plan has multiple mixers at the plant and has standardized on the Lightnin mixer, to allow interoperability and standardization of the parts and operation. Matoon and Lee is the sole distributor of the Lightnin mixer in the area. This purchase would fall under 206.05(c)(6) for situations where there is a single distributor in a territory. The mixer was chosen for standardization, which falls under 206.05(c)(7)

Bossman Construction

Bossman Construction is Consumers Energy's concrete contractor for their current vintage gas main replacement project. While Consumers was performing similar work last year, we identified sidewalk segments outside of Consumers' work area that could have been addressed at the same time. To maximize efficiency, minimize cost and reduce disruption to property owners during this years' work, the City is using Bossman Construction for additional non-Consumers related sidewalk work in the natural gas line replacement project area. Since Bossman Construction is the only concrete contractor doing extensive sidewalk work in the area during the duration of the Consumers Energy project, this falls under 206.05(c)(4), where the source is unique.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: July 27, 2022

SUBJECT: Sole Source Purchase – Bossman Construction LLC

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: Bossman Construction LLC
Item Purchased: For Sidewalk Construction in conjunction with the Consumers Energy Project in Lansing Area.

Dollar Amount: Not to exceed $25,000 (FY22 account 410.933690.974200.13026)

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	P087912
DATE	05/20/22
VENDOR I.D.	V050548
DELIVERY DATE	
FOB	
REQUISITION NO	PR016800

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
BOSSMAN CONSTRUCTION CO LLC
6327 W COLDWATER RD
FLUSHING, MI 48433

PHONE# FAX#

DELIVER ITEMS TO:

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

SEND INVOICE TO:

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

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	CONSUMERS GRID SW ADDITIONS	25,000	LS	1.00	25,000.00
				TAX	0.00
				TOTAL	25,000.00

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

FROM: Stephanie Robinson, Senior Buyer

DATE: **May 2, 2022**

SUBJECT: Sole Source – Bossman Construction Co. LLC

The Public Service Department Engineering Division requests that Bossman Construction Co. LLC be designated as a Sole Source vendor for the procurement of some concrete work in conjunction with Consumers Energy gas main replacement project around the City.

Please see the attached letter from Ann Parry regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Bossman Construction Co. LLC in the amount of $ 25,000.00 with the ability to add more if needed in FY22 and FY23 on account number 410.933690.974200.13026 - Sidewalk per the request of the Public Service Department Engineering Division.

Attachment

Date: 5-3-22

Approved X Denied ______

Andy Schor, Mayor

Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT
7th Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
www.lansingmi.gov/pubserv

WORKING TOWARD A CLEANER GREENER LANSING

To: Stephanie Robinson, Purchasing

From: Ann Parry, Project Engineer Ann M. Parry

Date: April 19, 2022

Subject: Professional Sole Source Approval
Sidewalk Additions to Consumers Grid project

The Public Service Department requests using Bossman Construction Co. LLC, for some sidewalk work as a sole source. Consumers Energy is in the process of replacing older gas mains in the city and as part of the project, remove and replace portions of sidewalk. We have found that in a few cases, if we were to add a few more squares of sidewalk to the removals by Consumers, we would be able to fix some existing problems. We are able to add work to the contractor and have them bill the city directly.

The unit price for the sidewalk work is $9.25 per square foot for 4 inch thick walk and $10.85 for 6 inch, which we find to be reasonable in today's market. The unit price for grass restoration is $1.75 per square foot, which is a reasonable price for that type of work.

We request approval to hire Bossman Construction, on a sole source basis, to install concrete in locations of our choosing adjacent to areas already being replaced by gas main/service work.

The initial amount requested is $25,000, with the ability to add more if needed in FY 22 and 23. Funds are available in account #410.933690.974200.13026 Sidewalk.

Approved Andy Kilpatrick 4/26/22
Andy Kilpatrick, Public Service Director Date

Bossman CONSTRUCTION

Proposal

Date: 4/26/2022
To: Ann Parry
Re: City of Lansing sidewalk repairs

Ann,

We are pleased to offer our services to the City of Lansing. Please see below pricing as requested.

4” Sidewalk replacement- $9.25/sqft - $231.25 minimum charge

- Removal of requested slabs and disposal
- Installation of new 400psi concrete, finished in place

6” Concrete replacement (approach) $10.85/sqft- $271.25 minimum charge

- Removal of requested slabs and disposal
- Installation of new 400psi concrete, finished in place

Lawn restoration- $1.75/sqft- $60.00 minimum charge

- Backfill affected areas with topsoil
- Spread quality grass seed

6327 W Coldwater
Flushing, MI 48433

810-867-4935 O
810-397-4443 C
313-202-[illegible]203 F

ACORD

ALLPR-1

OP ID: AY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/26/2022

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

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

PRODUCER 810-720-8244
Blackmore-Rowe Insurance
P. O. Box 320407
G-6235 Corunna Road, Suite H
Flint, MI 48532
James N. Youngston

CONTACT NAME: James N. Youngston
PHONE (A/C, No, Ext): 810-720-8244 | FAX (A/C, No): 810-720-8238
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FREMONT MUTUAL INSURANCE	13994
INSURER B : Accident Fund of Michigan	10166
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All Prop, LLC &
Bossman Const Co LLC
6327 W Coldwater Rd
Flushing, MI 48433

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CPP0075707	02/17/2022	02/17/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			CAP0026291	02/17/2022	02/17/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		100008861	02/17/2022	02/17/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITYOFL

City of Lansing
124 W. Michigan Ave
Lansing, MI 48933

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James N. Youngston James Youngston

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bossman Construction Co LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from FATCA reporting code (if any) ______

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6327 W Coldwater Rd

6 City, state, and ZIP code

Flushing MI 48433

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

4 6 – 1 3 5 8 2 0 8

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶** 02/18/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

New Vendor Number Request

W-9 Form must be signed and attached.

NOTE: Incomplete forms will be returned to requestor.

Vendor Information						**Date:** 04/25/2022	
Full Name Bossman Construction Co LLC				DBA Name (Doing Business Under Assumed Name)			
Corporate Address 6327 W Coldwater Rd				Mailing Address 6327 W Coldwater Rd			
City Flushing	State MI	Zip 48433		City-2 Flushing	State-2 MI	Zip-2 48433	
Tax Identification Number (TIN) 46-1358208				Social Security Number (If no TIN)			
Corporation	☑	Partnership	☐	Individual/Sole Proprietorship	☐	Other (i.e. Government)	☐
Corporate Office Phone Number 810-867-4935		Accounts Payable Phone Number 810-867-4935 ext 101			AP Contact Name Suzanne Conrad		
Accounts Payable Email Address suzanne@gobossman.com		Corporate Email Address matt@gobossman.com			Website Address gobossman.com		
Is Vendor exempt from Backup Withholding?		Yes	☐	No	☑	Note: Inquire with Vendor	

Vendor Number and Purchase Order Information					
Permanent Number	☐	**City Employee Number**		☐	
Provides a Service	☑	**Provides Goods**	☐	Check both if Vendor Provides Goods & Services	
Purchase Order	☐	**Accounts Payable, No Purchase Order***		☐	
*Accounts Payable are for checks that are direct pay, refunds, reimbursement and employee reimbursements					

Minority and Female Owned Business (at least 51% ownership)					
Minority Owned Business					
Is Vendor a 51% Minority Owned Business?	**Yes**	☐	**No**	☑	
Please check each that applies					
African-American	☐	**Native-American (American Indian, Eskimo, Aleut, Native Hawaiian)**	☐		
Hispanic-American	☐	**Asian-Indian (India, Pakistan, Bangladesh)**	☐		
Asian-Pacific	☐				
Disabled-Owned	☐				
Female Owned, Operated and Controlled					
Female Owned	☐				

Requestor Information				
W-9 Form Requested and Attached?	**Yes**	☑	**No**	☐
Reason why W9 not requested or attached				
Name of Requester	Ann Mowry Parry, P.E.			
Department	Public Service Dept - Engineering Division I&E Group			

City of Lansing

Revised Feb. 26, 2020

Public Service Department Sole Source Purchase Supplemental Information

Professional Pump Inc.

This vendor was the low bidder on another pump project at the plant, so we had them take the chopper pump back to their shop to perform what was believed to be a simple, inexpensive repair. Once the pump was disassembled, they found the pump needed to be completely rebuilt. As opposed to paying them to reassemble the pump and then obtain quotes for a pump rebuild, we chose to have Professional Pump rebuild the pump, based on their previous low bid for work and the good service they provided. This most closely falls under 206.05(c)(4) for situations where the source is unique or special in nature

Matoon and Lee

The Wastewater Treatment plan has multiple mixers at the plant and has standardized on the Lightnin mixer, to allow interoperability and standardization of the parts and operation. Matoon and Lee is the sole distributor of the Lightnin mixer in the area. This purchase would fall under 206.05(c)(6) for situations where there is a single distributor in a territory. The mixer was chosen for standardization, which falls under 206.05(c)(7)

Bossman Construction

Bossman Construction is Consumers Energy's concrete contractor for their current vintage gas main replacement project. While Consumers was performing similar work last year, we identified sidewalk segments outside of Consumers' work area that could have been addressed at the same time. To maximize efficiency, minimize cost and reduce disruption to property owners during this years' work, the City is using Bossman Construction for additional non-Consumers related sidewalk work in the natural gas line replacement project area. Since Bossman Construction is the only concrete contractor doing extensive sidewalk work in the area during the duration of the Consumers Energy project, this falls under 206.05(c)(4), where the source is unique.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: July 27, 2022

SUBJECT: Sole Source Purchase – Matoon & Lee Equipment - SPX

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: Matoon & Lee Equipment (SPX)
Item Purchased: New Drive for Lightnin Mixer in the Dewatering Building
Dollar Amount: Not to exceed $103,074 (FY22 account 590.933610.970000.52125)

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	P087920
DATE	05/23/22
VENDOR I.D.	V000909
DELIVERY DATE	
FOB	Destination
REQUISITION NO	PR016806

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO: SPX FLOW INC
135 MT READ BLVD
ROCHESTER, NY 14611

PHONE# FAX#

Page 1 of 1

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	NEW DRIVE FOR THE LIGHTNIN MIXER - SPECIAL: 780Q50CMX DRIVE ASSEMBLY PER QUOTE 209581500	103,074	EA	1.00	103,074.00
				TAX	0.00
				TOTAL	103,074.00

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.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **April 13, 2022**

SUBJECT: Sole Source – Matoon & Lee Equipment

The Public Service Department Wastewater Division requests that Matoon & Lee Equipment be designated as a Sole Source vendor for a New Drive for the Lightnin Mixer in the Dewatering Building.

Please see the attached letter from Bill Brunner, Rory Moss and Andrew Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Matoon & Lee Equipment, in the amount of $ 103,074.00 from account 590-933610-970000-52125 per the request of the Public Service Department WWTP.

Attachment

Date: 4-18-22

Approved X 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/

CLEANER GREENER LANSING

TO: **Stephanie Robinson, Senior Buyer**

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

DATE: **April 7, 2022**

SUBJECT: **Request for Sole-Source Purchase:**
Matoon and Lee Equipment: New Drive for the Lightnin Mixer

This request is to procure a new drive for the Lightnin mixer from Matoon and Lee Equipment, Inc. (Matoon) for $103,074.00. Attached to this document are Matoon's quotation and a letter from SPXFlow stating that Matoon is its exclusive manufacturer's sales representative in Michigan.

The lime mixer in the Dewatering Building produces the lime solution used to disinfect biosolids before it is stored for use in fertilizing agricultural fields. The current drive shows significant wear. Our plan is to replace this drive, and get the current one repaired for use in other Lightnin Mixers in the building.

Funds will be drawn from the following account:

$103,074.00	590-933610-970000-52125	Lime Mixer

Please contact me at -4018 if you have any questions regarding this procurement request.

Approved: Rory K. Moss
R. Keith Moss, Wastewater Superintendent

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

SPXFLOW

>Lightnin·
>Plenty·

Mattoon & Lee Equipment, Inc
23943 Industrial Park Drive
Farmington | Michigan | 48335 | United States
Phone: 1-248-478-4070 | Fax: 1-248-478-4074 |

Attention:
LANSING CITY FINANCE
124 W Michigan Ave # 8
LANSING, Michigan 48933-1665 United States
Phone: 517-483-4500

Date: 3/4/2022

Project Name: City of Lansing
Rep Reference Number: 44E

Quote Number: 209581500

Parts for Model Number(s): 780Q50
Reference Serial Number(s): 2006, C0662979101
Reference Order Number(s): 490883

Proposal Summary

Primary Solution

Item	Size/Description/Scope of Supply	Price	Qty.	Sub Total
1	Special: 780Q50CMX Drive Assembly. 39.073:1 ratio gearbox per R600889800 Machine Assembly per A78489801 Nameplate per 809009PSP. Drive assembly per R600889801 except re-use existing outboard support. Customer to re-use existing pedestal, motor, in tank shaft and impeller. Duplicate of Quote Number: 160139999 SAP Order Number 2988300 Item No.: 999	$103,074.00	1	$103,074.00
			Total (US Dollars)	$103,074.00

Note: Minimum value of an order must be $200. Add additional items or the difference will be added.

Commercial Terms / Terms of Delivery

Note: In the absence of any specifications, we reserve the right to review any additional requirements and amend our offer accordingly

Commercial Terms

Unless otherwise expressly agreed to in writing by SPX FLOW, this quote and any resulting order shall be governed solely and exclusively by the SPX FLOW Standard Terms and Conditions of Sale attached hereto (and also available at ')http://www.spxflow.com/terms-conditions'). SPX FLOW hereby expressly rejects the applicability of any and all terms and conditions of Buyer.

Available to Ship In:	26 Weeks after receipt of order
Delivery Terms*:	FOB Origin
Freight Terms:	Freight Collect
Terms of Payment:	30 Days from Invoice Date
Quote Expiration Date:	4/1/2022

Estimated lead times quoted are based on current production capacity, are subject to stock materials remaining unsold and will be calculated from receipt of clear and actionable order (approval time -if any - is excluded)

Tariffs

The quoted price has been based on the cost of materials and components (**"Materials"**) at the date of this proposal. If, due to the imposition of any tariffs (regardless of the country imposing said tariffs), the cost to SPX FLOW of performing its obligations under any Order arising from this proposal increases between the date of this proposal and the date of Order, the quoted price shall be increased.

Such increase shall be determined by SPX FLOW taking into account the applicable tariff imposed on Material(s) as at the date of the Order.

Supply Chain and Operational Disruptions

Due to prevailing market conditions, it is difficult for SPX FLOW and its sub-suppliers to ascertain cost and delivery time with certainty. As such, all prices and dates for execution/delivery are quoted by SPX FLOW based on the costs and availability of materials and labor at the date of quotation. If the actual cost to SPX FLOW of executing the order increases by more than 5% between the date of the quotation and the date of completion of the order, such increase shall be added to the price of the order. SPX FLOW may also demonstrate such increase by applying a price index chosen by SPX FLOW in good faith and applied to all or part of the price. Further, SPX FLOW shall not be responsible for any delays beyond its reasonable control due to a shortage/lack of availability of materials (including increased lead times by its sub-suppliers), staff shortages or transportation disruptions.

Order Placement

Please Address Purchase Order To:
SPX Flow US, LLC
135 Mt Read Blvd
Rochester, NY 14611
Thank You,
Michael Heath

These Terms and Conditions of Sale ("Terms") shall govern all quotations, orders and contracts for the sale of goods and services of SPX FLOW to Buyer. These Terms supersede and exclude any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of SPX FLOW and Buyer. SPX FLOW's acknowledgement of Buyer's order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

1. DEFINITIONS: "SPX FLOW" means the SPX FLOW, Inc. entity named in the order which is providing the goods and/or services. "Buyer" means the company who accepted SPX FLOW's offer or is named in the order.

2. PRICES: Unless otherwise mutually agreed to in writing, prices are net, Free Carrier (INCOTERM 2010) SPX FLOW facility. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

3. DELIVERY AND PERFORMANCE: Unless otherwise specifically agreed in writing by the parties, all goods shall be delivered Free Carrier (INCOTERM 2010) SPX FLOW facility. Title shall pass to the Buyer upon delivery, or upon payment in full, whatever is later, provided that the only rights that SPX FLOW retains in relation to title are those enabling recovery of the goods in the event of Buyer's default on payment. Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and SPX FLOW shall use commercially reasonable efforts to meet such dates; provided, however, that SPX FLOW shall not be liable in damages or otherwise, nor shall Buyer be relieved of its performance hereunder, because of SPX FLOW's failure to meet them. If liquidated damages or a penalty have been agreed for delay, such liquidated damages or penalty shall only become due if the delay is solely due to the fault of SPX FLOW, the Buyer suffers damage due to this delay, and the Buyer has notified SPX FLOW in writing after the expiry of the time during which delivery could have been reasonably expected. Unless specifically agreed otherwise, it shall be calculated based on the value of the delayed part of the delivery, and the aggregate liability of SPX FLOW for all liquidated damages/penalties shall be limited to 5% of the total order value. Such liquidated damages/penalty shall be the Buyer's sole remedy and SPX FLOW's sole liability in case of delay. For the avoidance of doubt, if the order is subject to the laws of the Netherlands, "liquidated damages" or "penalty" shall mean a contractual penalty which is meant to be a compensation for damages. Additionally, SPX FLOW shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers; labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials; Buyer requested order changes; fires, floods, storms, accidents, or acts of God; any statute, sanction, injunction or other governmental restraint or prohibition or political unrest; or other causes beyond SPX FLOW's reasonable control. In the event of any such delay, the date of delivery shall be extended for a length of time at least equal to the period of the delay. All goods for which SPX FLOW does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: SPX FLOW's responsibility ceases upon making the goods available for pickup at SPX FLOW's facility. Buyer shall note receipt for goods that are not in accordance with bill of lading or express receipt and Buyer shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. Partial and transshipments are allowed.

5. TAXES: The quotation and order price excludes all assessments, taxes, levies and charges of whatsoever nature present or future, due or becoming due. This exemption shall include but not be limited to value added tax, income tax, withholding tax, profits tax, turnover tax, goods and services tax and any other consumption or environmental taxes applicable, tax payable on the income of expatriate employees, port dues, import and custom duties on the components and services and all export duties payable on the repatriation of any SPX FLOW components at the end of an order, where applicable. On the basis that an order is tax exclusive SPX FLOW reserve the right to invoice by way of an addition to such order price, such taxes as may be applicable under the relevant jurisdiction's tax regulations, together with SPX FLOW's external costs of dealing with these taxes.

6. CREDIT AND PAYMENT: Unless otherwise agreed in writing by SPX FLOW, payment of goods shall be net thirty (30) days, in the currency of the country of SPX FLOW. For orders in excess of two hundred and fifty thousand dollars ($250,000 USD) or the local equivalent payment terms shall be as follows: (a) twenty percent (20%) down payment, (b) forty percent (40%) upon SPX FLOW's purchase of raw materials/components, and (c) forty percent (40%) at the time of delivery. Down payment shall be due within five (5) of SPX FLOW's acceptance of the order, with the remaining two payments being net thirty (30) days. Prorated payments shall become due with partial shipments, and Buyer shall not be entitled to any retention or holdback; provided, however, if SPX FLOW agrees in writing to a retention or holdback, SPX FLOW may provide such retention or holdback in the form of a bond, letter of credit or bank guarantee in no event to extend more than thirty (30) days beyond expiry of the warranty period. SPX FLOW retains all remedies for Buyer's insolvency including, but not limited to, the right to stop delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at SPX FLOW's election, makes all subsequent invoices immediately due and payable and SPX FLOW may withhold all subsequent deliveries until the full account is settled and SPX FLOW shall not, in such event, be liable for non-performance of contract in whole or in part. Buyer agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Buyer agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Buyer. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Buyer's breach, such payment shall nevertheless become due and payable at the time agreed to and SPX FLOW's further right to seek damages shall remain unaffected.

7. CANCELLATIONS AND CHANGES: All orders are binding upon acceptance. In the event that SPX FLOW, in its sole discretion, agrees to cancellation of an order by Buyer, Buyer shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by SPX FLOW, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Buyer is responsible for all reasonable storage, insurance, and all other expenses incurred by SPX FLOW as a result of Buyer's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Buyer requests a change, SPX FLOW will provide a quotation to Buyer within a reasonable time of no less than ten (10) working days detailing the corresponding change in delivery, price, materials, and similar. SPX FLOW shall not be obligated to implement the requested change until the quotation is agreed by the parties.

8. LIMITED WARRANTY: Unless otherwise mutually agreed to in writing, (a) SPX FLOW goods, auxiliaries and parts thereof are warranted to the Buyer against defective workmanship and material for a period of twelve (12) months from date of installation or eighteen (18) months from date of delivery, whichever expires first, and (b) SPX FLOW services are warranted to Buyer to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, SPX FLOW shall, at SPX FLOW's option, either repair or replace the defective goods or re-perform defective services. If Buyer makes a warranty claim to SPX FLOW and no actual defect is subsequently found, Buyer shall reimburse SPX FLOW for all reasonable costs which SPX FLOW incurs in connection with the alleged defect. Third party goods furnished by SPX FLOW will be repaired or replaced as Buyer's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, SPX FLOW shall not be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any good or services which, following delivery or performance by SPX FLOW, has been subjected to accident, abuse, misapplication, improper repair, alteration (including modifications or repairs by Buyer, the end customer or third parties other than SPX FLOW), improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's products; (vi) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by SPX FLOW, if such damage or harm would have been avoided in the absence of such combination, operation or use; or (vii) Buyer's use of the goods in any manner inconsistent with SPX FLOW's written materials regarding the use of such product. In addition, the foregoing warranty shall not include any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement of SPX FLOW goods. THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO BUYER AND SPX FLOW HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY PERFORMANCE OR PROCESS OUTCOME DESIRED BY THE BUYER AND NOT SPECIFICALLY AGREED TO BY SPX FLOW. THE FOREGOING REPAIR, REPLACEMENT AND REPERFORMANCE OBLIGATIONS STATE SPX FLOW'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

9. INTELLECTUAL PROPERTY: In the event of a successful infringement claim by a third party, at SPX FLOW's option, SPX FLOW shall either (i) modify the goods sold hereunder so that they perform comparable functions without infringement, (ii) obtain a royalty-free license for Buyer to continue using the infringing goods or (iii) refund to Buyer the then-depreciated fair market value of the infringing component. SPX FLOW shall have no obligation under this Article to the extent a claim is based upon (a) the combination, operation or use of the goods with equipment, products, hardware, software, systems or data that was not provided by SPX FLOW, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) Buyer's use of the product in any manner inconsistent with SPX FLOW's written materials regarding the use of such product or (c) infringement resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW. This Section states SPX FLOW's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the goods or services sold hereunder or any part thereof and is subject to the other limitations contained in these Terms.

10. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL SPX FLOW BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (COLLECTIVELY DEFINED AS "CONSEQUENTIAL DAMAGES"), WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS (WHETHER DIRECT OR INDIRECT), PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF SPX FLOW GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) SPX FLOW'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL (SAVE FOR LIABILITIES WHICH CANNOT BE LIMITED BY APPLICATION OF LAW) NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY BUYER MUST BE COMMENCED WITHIN 30 DAYS OF THE EXPIRY OF THE WARRANTY PERIOD. BUYER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL AGREEMENTS MADE WITH THIRD PARTIES THAT ARE OUTSIDE THE SCOPE OF THESE TERMS AND WHICH ARE CONTRARY TO THE LIMITATIONS OF LIABILITY AND/OR WARRANTY INCLUDED HEREIN.

11. GOODS FOR EXPORT: Buyer acknowledges that the goods may be subject to export restrictions, and that Buyer will comply with all such applicable laws and regulations. If the goods are intended for export, Buyer shall designate country of destination on its order. In the event that Buyer purchases goods for export without so notifying SPX FLOW, SPX FLOW reserves the right to cancel the order at no penalty or liability for breach in the event that SPX FLOW objects to the ultimate destination of the goods. Buyer will have sole liability and shall defend, indemnify and release SPX FLOW for any loss or damage (including without limitation, claims of governmental authorities) arising from the export or import of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Buyer has sole responsibility for obtaining any required export licenses. Buyer will not take, and will not solicit SPX FLOW to take, any action which would violate any anti-boycott or any export or import statutes or regulations applicable to the order, of any governmental authorities, and shall defend, indemnify, and reimburse SPX FLOW for any loss or damage arising out of or related to such actions. To the extent SPX FLOW is required to obtain an export license for any goods: (1) SPX FLOW obligation to fulfill an order with goods requiring such a license will be directly subject to the granting of the license; (2) SPX FLOW will use commercially reasonable effort to obtain such license; (3) Buyer shall make available all necessary information and documentation required for SPX FLOW to obtain such license; and (4) Buyer shall reimburse SPX FLOW for its reasonable expenses incurred in connection with obtaining such license.

12. PROPRIETARY INFORMATION: SPX FLOW shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods or services sold to Buyer. All such information and documents disclosed or delivered by SPX FLOW to Buyer: (i) are to be deemed proprietary to SPX FLOW; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of SPX FLOW; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, use and maintenance of the goods and services sold to Buyer under these Terms.

13. APPLICABLE LAW; VENUE; DISPUTE RESOLUTION: For sales of goods sold or to be delivered or services to be performed within the United States: The rights and duties of the parties hereunder shall be governed by the laws of the State of North Carolina, United States of America, excluding its conflicts law and choice of laws principles. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any State court in Mecklenburg County, North Carolina or the Federal courts of the Western District of North Carolina, United States of America, and Buyer and SPX FLOW submit to and accept generally and unconditionally the jurisdiction of those courts with respect to such party's person and property, or (ii) shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, which award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. Buyer and SPX FLOW hereby irrevocably waive any objection to the laying of venue of any action or proceeding in the above-described courts. For sales of goods sold or to be delivered or services to be performed outside of the United States: The rights and duties of the parties hereunder shall be governed by and construed in accordance with the law of the jurisdiction of the SPX FLOW entity providing the goods or services for this order. The United Nations Convention on Contracts for the International Sale of Goods and the conflict rules of international private law shall not apply. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any competent court of the jurisdiction in which the SPX FLOW entity providing the goods or services is located, or (ii) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, with English serving as the language of the arbitration proceeding and award. Notwithstanding any other limitations contained in these Terms, SPX FLOW reserves the right to initiate proceedings in any court of competent jurisdiction, and Buyer shall indemnify SPX FLOW for all costs, fees and expenses (including reasonable attorneys' fees) SPX FLOW incurs in connection with enforcing its rights pursuant to this order.

14. RESALE: Buyer further agrees that upon resale of the goods, it will include in the contract for resale provisions which limit recoveries against SPX FLOW in accordance with these Terms. If Buyer fails to include such provisions in any such contract for resale, (a) SPX FLOW may reject Buyer's order related to such contract for resale, and (b) Buyer shall indemnify, defend and hold harmless SPX FLOW against any claim, liability, loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of or resulting from such failure.

15. BUYER CAUSED DELAYS; WAIVER OF RIGHTS: If Buyer fails to perform any of its obligations under an order, SPX FLOW shall be entitled to suspend its performance under the order until such time as Buyer performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount of time determined in SPX FLOW's discretion.

Delays caused by Buyer which prevent SPX FLOW from achieving the original order performance requirements includes but is not limited to: (a) the construction of buildings, structures or other parts of the site within which SPX FLOW's goods are to be located; (b) changes in scope of an order introduced by Buyer; (c) completion of approvals, consents or delivery of critical information by Buyer beyond the periods provided in an order; (d) any specified site facilities and working conditions not being maintained by Buyer; (e) failure of Buyer to arrange carriage of the goods under an order, where Buyer has such obligation, or any other inability or refusal of Buyer to accept delivery in accordance with order delivery dates; (f) delays in obtaining customs clearance (where applicable) of the order deliveries; and (g) delay by Buyer in providing any required security to SPX FLOW in the form of a letter of credit, bank guarantee or otherwise. In the event of such Buyer delays, SPX FLOW shall in addition to an extension of remaining milestones, be entitled to an increase in the total order price to reflect the increase in cost to SPX FLOW directly caused by Buyer delays. Additionally, SPX FLOW shall be entitled to submit invoices for any order milestone for which completion has been frustrated due to Buyer delays. Such invoices shall be paid within 30 days of the date of SPX FLOW's invoice.

Any engineering, technical or other submittal drawings submitted by SPX FLOW to Buyer which are not expressly rejected in writing within ten (10) business days of Buyer's receipt, will be deemed accepted by Buyer. Buyer's right to conduct any agreed upon pre-shipment inspections (i) which Buyer does not schedule within ten (10) business days of receipt of notice of readiness to inspect from SPX FLOW or (ii) which Buyer delays for more than ten (10) business days from the date originally scheduled, will be waived, so long as SPX FLOW certifies in writing that the goods successfully passed SPX FLOW's standard pre-shipment inspection. Where Buyer delays taking shipment of any goods or otherwise fails to engage or otherwise dispatch a freight forwarder or transit company within ten (10) business days of notification that the goods are ready to ship, SPX FLOW shall be entitled to change the delivery term to Ex Works (INCOTERM 2010) SPX FLOW facility.

16. NO OTHER CONTRACT PROVISIONS; OTHER: No dealer, broker, branch manager, agent, employee or representative of SPX FLOW has any power or authority except to take orders for SPX FLOW goods or services and to submit the same to SPX FLOW for SPX FLOW's approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than contained herein. For the avoidance of doubt and not in limitation of the foregoing, SPX FLOW shall not be bound by the terms of any contract between Buyer and any third party or other flow down provisions, regardless of whether Buyer notifies SPX FLOW of such terms unless SPX FLOW expressly agrees to be bound by such terms in writing by an authorized representative of SPX FLOW. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect.

SPX FLOW reserves the right to transfer or assign its obligations, rights and responsibilities hereunder, so long as such successor or assign agrees to these Terms. Any assignment of Buyer's rights hereunder without SPX FLOW's consent (which shall not be unreasonably withheld) shall be void. SPX FLOW's failure to require Buyer's performance of any of these Terms shall not serve as a waiver of or diminish SPX FLOW's rights to require strict performance of these Terms.

SPXFLOW®

City of Lansing
124 W. Michigan Ave
Lansing, MI 48933

SPX Flow Contact: Michael Barrett

2022-03-30

To Whom it may concern,

This memo is to confirm that Mattoon & Lee Equipment is the exclusive Manufacturer's Sales Representative for SPX Flow Technology including mixer brands such as LIGHTNIN and Philadelphia Mixing Solutions. Mattoon & Lee Equipment has exclusive access to these brands in the state of Michigan which would also include the City of Lansing.

Yours sincerely,

Michael Barrett

Michael Barrett
Aftermarket Sales Manager
SPX Flow - Lightnin and PMSL

SPX FLOW

SPX FLOW, Inc.
1714 Hobbs Drive
Delavan, WI 53115 USA
Tel: 1-262-728-1900
Web: www.spxflow.com

SPXFLOW

Public Service Department Sole Source Purchase Supplemental Information

Professional Pump Inc.

This vendor was the low bidder on another pump project at the plant, so we had them take the chopper pump back to their shop to perform what was believed to be a simple, inexpensive repair. Once the pump was disassembled, they found the pump needed to be completely rebuilt. As opposed to paying them to reassemble the pump and then obtain quotes for a pump rebuild, we chose to have Professional Pump rebuild the pump, based on their previous low bid for work and the good service they provided. This most closely falls under 206.05(c)(4) for situations where the source is unique or special in nature

Matoon and Lee

The Wastewater Treatment plan has multiple mixers at the plant and has standardized on the Lightnin mixer, to allow interoperability and standardization of the parts and operation. Matoon and Lee is the sole distributor of the Lightnin mixer in the area. This purchase would fall under 206.05(c)(6) for situations where there is a single distributor in a territory. The mixer was chosen for standardization, which falls under 206.05(c)(7)

Bossman Construction

Bossman Construction is Consumers Energy's concrete contractor for their current vintage gas main replacement project. While Consumers was performing similar work last year, we identified sidewalk segments outside of Consumers' work area that could have been addressed at the same time. To maximize efficiency, minimize cost and reduce disruption to property owners during this years' work, the City is using Bossman Construction for additional non-Consumers related sidewalk work in the natural gas line replacement project area. Since Bossman Construction is the only concrete contractor doing extensive sidewalk work in the area during the duration of the Consumers Energy project, this falls under 206.05(c)(4), where the source is unique.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: August 1, 2022

SUBJECT: Sole Source Purchase – Professional Pump

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: City of Lansing WWTP

Vendor: Professional Pump

Item Purchased: Rebuilding of Chopper Pump for the Scum Building #5

Dollar Amount: $ 16,331.00 from 590.453670.746200.0

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	P088084
DATE	07/29/22
VENDOR I.D.	V028776
DELIVERY DATE	
FOB	
REQUISITION NO	PR017007

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
PROFESSIONAL PUMP INC
41300 COCA COLA DR
BELLEVILLE, MI 48111

PHONE# (734) 394-7878 FAX#

Page 1 of 1

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	REPAIR OF A VAUGHAN PUMP MODEL S4KR1-460V-086-2, SERIAL NUMBER 96811B PER QUOTE CH-052002-4. LOCATION SCUM BUILDING #5.	16,331	EA	1.00	16,331.00
				TAX	0.00
				TOTAL	16,331.00

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.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **July 26, 2022**

SUBJECT: Sole Source – Professional Pump Inc

The Public Services Department – WWTP Division requests that Professional Pump be designated as a Sole Source vendor for the Rebuilding of the chopper pump for the Scum Building #5.

Please see the attached letter from William Brunner, R. Keith Moss and Andrew Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Professional Pump the amount of $ 16,331.00 from the account 590.453670.746200.0.

Attachment

Date: 7-26-22

Approved X 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/

CLEANER GREENER

TO: Stephanie Robinson, Senior Buyer
Marilyn Chick, Senior Buyer

FROM: William H. Brunner, P.E., Plant Engineer BB

DATE: July 19, 2022

SUBJECT: Request for Sole Source Service:
Rebuild of Chopper Pump for Scum Building No. 5

This request is to procure service to rebuild the chopper pump for Scum Building No. 5 from Professional Pump, Inc. (Professional Pump) for $16,331.00. A quote from Professional Pump is attached.

Scum Pump No. 1 is one of two pumps that chop up and pump scum to the strainer used for disposal in Scum Building No. 5 in the North Plant as part of the primary treatment process. It was leaking oil, and Professional Pump, low bidder on the plant effluent water pump rebuild project, and a company that we have had good service from in the past, was on site removing one of the plant effluent water pumps for service. We asked them to take it back to the shop, for what we thought would be a simple, inexpensive repair. However, when Professional Pump disassembled the pump, it found that the entire pump needed to be rebuilt. The power cables needed to be replaced, and the pump case, cutters, motor bearings and mechanical seals were worn. Also, the oil monitor was in poor condition.

We estimate that a new pump would cost $50,000 to $60,000, with a lead-time of 5-6 months. The lead time on pump repair is 3-4 weeks. With this repair, we should see another 10 years of service or so before another complete rebuild is needed.

Funding for this request is included in the FY23 budget, in the following account:

$16,331.00 590-453670-746200-0 Wastewater Treatment, Equipment Repair & Maintenance

Please contact me at -4018 if you have any questions regarding this procurement request.

Approved: Rory K. Moss
R. Keith Moss, Wastewater Superintendent

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

Professional Pump, Inc.

Fluid Handling Specialists *ISO 9001:2000 Certified*

Repair and Service Department
41300 Coca Cola Drive
Belleville, MI 48111
PH-734-394-7878
Fax 734-394-7867
www.professionalpump.com

Pumps
Pump Repairs
Packaged Systems
Mechanical Seals
Fluid Handling Accessories

May 24, 2022 **QUOTE# ch-052022-4**

Lansing WWTP
1625 Sunset Ave.
Lansing, MI. 48917

Attn: Richard Stoddard

Ref. PUMP REPAIR

Thank you for giving Professional Pump Inc. the opportunity to quote your pump requirements. The following report is for: Repair of a Vaughan pump model S4KR1-460V-086-2, serial number 96811B

Scope of Work:

- *Disassemble and blast clean for inspection.*
- *Power and control cables have been cut.*
- *Casing and impeller were completely plugged with debris.*
- *Pump case shows some washout.*
- *Upper and lower cutters are worn and rounded off.*
- *Mechanical seal faces are worn.*
- *Oil level monitor is in poor condition.*
- *Motor bearings are in poor condition.*
- *Replace motor bearings.*
- *Replace impeller nut.*
- *Replace upper and lower cutters.*
- *Replace cutter bar plate.*
- *Replace power and control cable assemblies.*
- *Replace oil monitor.*
- *Replace cutter shims.*
- *Replace pump thrust bearings.*
- *Replace mechanical seal.*
- *Replace all gaskets and o-rings.*
- *Ceramic coat casing internals to prevent future wear and erosion.*
- *Dynamic balance impeller.*
- *Assemble unit and paint.*
- *Deliver to plant.*

NET PRICE: $16,331.00
DELIVERY: 3-4 WEEKS
FOB: SHIPPING POINT
TERMS: NET 30 DAYS WITH APPROVED CREDIT

Sincerely,

Chris Hawkins

Chris Hawkins
E-mail: chawkins@professionalpump.com
Service Manager
Professional Pump, Inc (www.professionalpump.com)
cc:

PROFESSIONAL PUMP REPAIR WARRANTY

ITEM #1 – TIME AND EXCLUSIONS

All pump repairs are warranted for a period of 90 days from the date of invoice against defects in parts or improper installation, unless otherwise specified in writing by the Professional Pump Service Dept. We are not responsible for external conditions or influences such as system problems, induced vibration, pipe strain, pipe movement, improper use, improper standard maintenance procedures, misapplication of the equipment, previous repairs or the selection of parts previously supplied. On all repairs, we are not responsible for application engineering. The standards of the Hydraulic Institute (current edition) shall prevail in questions of tolerance, performance, installation and maintenance.

ITEM #2 – FIELD SERVICE

On repairs brought to our service facility by the customer, they are F.O.B. Professional Pump facility and do not cover field removal or re-installations. Conditions in Item #1 above also apply, unless quoted in writing.

ITEM #3 – PURCHASE ORDERS

A purchase order is required on all warranty claims. If the warranty failure is due to defects in material or workmanship, it will be handled within the warranty period at no charge for parts and labor. If the failure is caused by any other reason, our standard labor and parts rates apply.

ITEM #4 – CUSTOMER ALTERATIONS

We are not responsible for customer installed equipment, customer installation, customer alterations or modifications to equipment. On field installation, warranty does not apply unless we do the pump to motor alignment and supervise the start-up of equipment. Professional Pump will not consider warranty for customer altered pumps, improper alignment or installation.

ITEM #5 – LUBRICATION

The responsibility for normal lubrication and normal maintenance shall be the responsibility of the customer. In all cases, the customer is responsible for providing the proper factory authorized lubricants.

ITEM #6 – SEAL AND PACKING

Mechanical seals are not covered under warranty unless it can be shown that the seal was defective from the factory or improperly installed. Pumps with packing require constant adjustment, especially at first during the "run-in" period. We will make the initial adjustment, however further adjustments, run-ins and additional rings, if required, are part of normal maintenance and the responsibility of the customer.

ITEM #7 – PARTIAL REPAIRS

No warranty applies on partial repairs (e.g.: we cannot be responsible for the entire pump unit if we, for example, make only a shaft or replace only bearings.)
In such cases, we are responsible only for materials that we made or supplied.

ITEM #8 – NEW EQUIPMENT

On new electric motors, pumps or controls, we shall pass on and abide by the standard manufacturer's warranty.

ITEM #9 – CUSTOMER INSTALLATIONS

In cases in which we do not perform the field installation and start-up, it is the responsibility of the customer to determine at the time of start-up, (1) that the pumps have been properly lubricated; (2) that the pumps are not allowed to run dry; (3) that the proper electrical voltage is being supplied to the unit; (4) that pump rotation, at the time of electrical reconnection, is correct and (5) that the pumps are properly aligned.

ITEM #10 – POST REPAIR CALLS

In warranty claims we shall make, free of charge, one post repair call to determine the cause and liability of the failure. If the failure does not fall within the scope of warranty, subsequent calls shall be made at our standard portal to portal labor rate and parts pricing at the time of occurrence.

ITEM #11 – JURISDICTION

Our personnel shall perform warranty repairs only. Work disputes involving other unions, locals, trades or trade jurisdictions are the responsibility of the customer.

ITEM #12 – LIABILITY

The customer shall hold harmless Professional Pump, Inc. and its assigned agents in any cases of contingent liability. All warranty repairs shall be done in a timely fashion to the best of our ability. Professional Pump, Inc. is not responsible for delays from suppliers, parts shipments or special machining.

ITEM #13 – EXCESS CHARGES

All repairs and warranty claims shall be preformed within our normal schedule during normal business hours. If the customer determines that the breakdown constitutes an emergency, and overtime is required, then the customer shall pay for the overtime charges. If the customer determines that expedited shipping such as air freight, factory overtime or special courier deliveries are required, the customer shall pay such excess charges.

ITEM #14 – POLICY

This warranty policy becomes a binding part of Professional pump Inc. repair quotations and is in addition to Profession Pump Inc. standard terms and conditions. In no case, will it exceed or supersede the manufacturers warranties, if such apply. This warranty is in lieu of any other, expressed or implied.

ALLOCATION	AMOUNT
premiuim pay - courts	$90,000
Parks	$3,393,000
OFE Marketing	$100,000
OFE DWL	$102,000
OFE VITA	$735,000
LEDC LEED	$2,000,000
LEDC CIA	$400,000
LEDC Façade	$175,000
LEDC Startup	$100,000
LEPFA	$600,000
HRCS Grad Assistants	$400,000
HRCS Agencies	$64,000
LFD Turnout gear	$300,000
LFD Fleet	$1,700,000
LFD EMS durable goods	$780,000
LPD digization	$50,000
LPD Laptop computers	$25,000
LPD safety barriers	$175,000
LPD records mgmt system	$1,450,000
LPD PAL	$40,000
DNACE gun violence prev	$300,000
DNACE NAB	$400,000
Finance software	$1,000,000
Finance contract mgr	$200,000
DLI small businesses	$600,000
District Court resolution svcs	$30,000
Fleet	$5,000,000
TOTAL	**$20,209,000**

Fleet

electronic speed limit signs	$100,000	
???		

LFD Fleet

???

$1.9 million Community Agency Fund

Refugee agency (Jeff Brown)
Mike23
LMTS

Public Sector Consultants	$100,000	more?
Landlord Contingency Fund		
EDC money, year 2 transition		
Bingman contract	$60,000	
portable cameras for parks	$65,000	
ALS360	$390,000	per year
Site control by EDC and/or CAHP of blighted properties in someone else's contro		
OTCA	$100,000	
Housing and rent?		
Guaranteed Basic Income		
Downpayment Assistance? With MSHDA and Sparrow		

Andy Schor, Mayor

Lansing Police Department
Office of the Chief of Police
Chief Ellery Sosebee
120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4606
Fax: (517) 483-4617
ellery.sosebee@lansingmi.gov

Ellery Sosebee, Chief

MLETA Sole Source
City of Lansing MI Ordinance No. 1218
206.05 (C) (4): The source is unique or special in nature

The MLETA is requested under a Sole Source agreement due to the following facts and circumstances:

- Michigan Law Enforcement Training Associates (MLETA) is the legal training and consulting arm of Michigan Police Legal Advisor Group. The Lansing Police Department has utilized the MLETA since 2019. The following information was developed when the group was selected and, to our knowledge, still holds true:
- It 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. It is a true specialist.
- It is a law enforcement training organization in Michigan which provides instruction on police legal and training to law enforcement agencies throughout the state of Michigan.
- It is the only firm dedicated to providing training, consulting and advising services to police agencies and has over 22 years of experience doing so.
- It is the only firm that provides 24/7 emergency response to critical incidents and to assist the police department with operation and other issues that have legal aspects.
- It is the only firm that has a lead Police Advisor with more than 27 years of experience as a police officer and 20 years as a practicing attorney.
- It is the only firm that has a lead advisor that has been involved with representing a party in more than 36 Officer involved shootings and critical incidents.
- It is the only firm that provides a monthly written legal update
- It is the only firm that attends and provides a monthly briefing training for officers.
- It is the only firm that has a group of consulting police advisors that are all former police officers and lawyers.
- The firm is fully insured with general liability insurance, workers compensation insurance and lawyer professional liability insurance.
- The firm has clients in local and state law enforcement and also represents college and university police departments.
- The investigation has found that MLETA has been identified by local and state agencies and colleges and universities as a sole source provider.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: July 19, 2022

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	P088026
DATE	07/05/22
VENDOR I.D.	V009394
DELIVERY DATE	
FOB	
REQUISITION NO	PR016938

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

PHONE# (855) 738-5539 FAX#

Page 1 of 1

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	POLICE DEPARTMENT MANAGEMENT CONSULTATION	30,000	EA	1.00	30,000.00
				TAX	0.00
				TOTAL	30,000.00

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.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **June 27, 2022**

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 Ellery Sosebee 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 for FY23 per the request of the Lansing Police Department from account # 1013201.741000.

Attachment

Date: 6-28-22

Approved X Denied ______

____
Andy Schor, Mayor

Andy Schor, Mayor

LANSING POLICE DEPARTMENT
Accounting Services Section

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4808
Fax: (517) 377-0166

Ellery Sosebee, Chief

TO: Stephanie Robinson
FROM: Ellery Sosebee, Chief of Police
SUBJECT: Sole Source Request – Michigan Law Enforcement Training Associates
DATE: June 23, 2022

The Lansing Police Department requests the granting of sole source status to Michigan Law Enforcement Training Associates (MLETA) for the company to provide instruction, consulting and advising on the legal aspects of police policy, practice and law. The amount of the sole source sought is $30,000. The Department utilized MLETA services for all of FY22 and was exceedingly pleased with the services received. The amount sought this fiscal year is the same amount that was approved last fiscal year. -

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;

Provides a monthly written legal update;

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.

Thank you for your assistance with this matter.

Ellery Sosebee, Chief of Police

"Capital City's Finest"

McClure, Joe

From:	Brett Naumcheff <attorney@naumlaw.org>
Sent:	Thursday, June 23, 2022 1:00 PM
To:	McClure, Joe
Subject:	RE: [EXTERNAL] FY23 Purchase Order

Thank you Joe. The fee remains the same.

Brett M. Naumcheff
MICHIGAN POLICE LEGAL ADVISOR GROUP
NAUMCHEFF LAW OFFICES, PLLC
39555 Orchard Hill Place
Suite 600
Novi, MI 48375
(248) 348-5777

625 Kenmoor SE
Suite 301
Grand Rapids, MI 49546
(616) 464-2535

On Jun 23, 2022, at 12:52 PM, McClure, Joe <Joe.McClure@lansingmi.gov> wrote:

Hi Brett,

I am working on a purchase order for you. Can you give to me an estimate of your fees for the period July 2022 – June 2023?

Thanks.

Joe J McClure
Budget Control Supervisor
Lansing Police Department – Administration Division
120 W. Michigan Ave. | Lansing, MI 48933
O: (517) 483-4808 | E: joe.mcclure@lansingmi.gov
Website | Facebook | Twitter | Instagram

Ellery Sosebee, Chief

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: July 27, 2022

SUBJECT: Sole Source Purchase – All City Management Services – School Crossing Guard 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: Lansing Police Department
Vendor: All City Management Services
Item Purchased: School Crossing Guard Services
Dollar Amount: $ 328,072.00 (July 1, 2022 thru June 30, 2023)

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).

sr

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

PURCHASE ORDER

P.O. NUMBER	P088081
DATE	07/27/22
VENDOR I.D.	V009201
DELIVERY DATE	
FOB	
REQUISITION NO	PR017004

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
ALL CITY MANAGEMENT SERVICES
PO BOX 847436
LOS ANGELES, CA 90084-7436

PHONE# (800) 540-9290 FAX#

DELIVER ITEMS TO:
LANSING POLICE - CENTRAL SERVICES
120 W MICHIGAN AVE 4TH FL
LANSING, MI 48933

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

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	CROSSING GUARDS SCHOOL YEAR 2022-2023	328,072	LS	1.00	328,072.00
				TAX	0.00
				TOTAL	328,072.00

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.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **July 26, 2022**

SUBJECT: Sole Source – All City Management Services

The Lansing Police Department requests that All City Management Services be designated as a Sole Source vendor for the Staffing, training, and management of City of Lansing's School Crossing Guard Program.

Please see the attached letter from Chief Ellery Sosebee regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to All City Management Services the amount of $ 328,072.00. This is a one-year contract per the request of the Lansing Police Department.

Attachment

Date: 7-26-22

Approved X Denied ______

Andy Schor, Mayor

Andy Schor, Mayor

LANSING POLICE DEPARTMENT
Accounting Services Section

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4808
Fax: (517) 377-0166

Ellery Sosebee, Chief

TO: Stephanie Robinson
FROM: Ellery Sosebee, Chief of Police
SUBJECT: Sole Source – All City Management Services
DATE: July 20, 2022

The Lansing Police Department requests the granting of a sole source status to All City Management Services for the staffing, training, and management of the City of Lansing's School Crossing Guard program. All City Management Services (hereafter referred to as ACMS) is the only company that exclusively provides private crossing guard services in partnership with law enforcement.

Current law reads as follows:

> **257.613c School crossing guard; responsibility of local law enforcement agency; instruction required; approval and conduct of courses.**
>
> Sec. 613c.
>
> (1) School crossing guards shall be the responsibility of the local law enforcement agency having immediate jurisdiction of the crossing.
> (2) A person shall receive a minimum of 4 hours instruction before performing the duties of a school crossing guard. Two hours of additional instruction shall be given annually to a school crossing guard before the beginning of each school year. The courses of instruction shall be approved by the department of education and the department of state police and conducted by the local law enforcement agency having jurisdiction or its designee.
>
> **History:** Add. 1978, Act 227, Imd. Eff. June 14, 1978

The ACMS proposal is the most efficient solution for management of the Lansing school district's school crossing zones. ACMS will provide all recruiting, staffing, background vetting, training, equipment, insurance, inspections, supervision, and management of the City of Lansing Crossing Guard Program.

"Capitol City's Finest"

LANSING POLICE DEPARTMENT
Accounting Services Section

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4808
Fax: (517) 377-0166

Andy Schor, Mayor

Ellery Sosebee, Chief

The proposal is for a one-year contract at the rate of $24.63 per hour, per crossing guard. This is 6.12% increase from last year's contract. Pricing is based on a minimum of 35 crossing sites for 180 days based on a projected (13,320) hours of service. The total contract amount is not to exceed $328,072.

Thank you for your assistance with this matter.

Ellery Sosebee, Chief of Police

"Capitol City's Finest"

Contract Submission

Contract Creator	CHERYL RUPPRECHT
Contact Person	CHERYL RUPPRECHT
Contact Person Phone	517-483-4808 (NNN) NNN-NNNN xNNN
Contact Person Email *	cheryl.rupprecht@lansingmi.gov
Contact Person Department *	Police
Contract Type *	Goods & Services – Expense
Amendment	
Vendor Name *	ALL CITY MANAGEMENT SERVICES

Vendor #	V009201	Approval Deadline	7/15/2022
Contract Start Date *	7/1/2022	Contract End Date *	6/30/2023
Account #		Purchase Order #	

Deadline Info	PLEASE APPROVE ASAP, WE ARE LESS THAN 45 DAYS FROM BEGINNING SCHOOL YEAR 2022-2023.	
Contract Summary *	*$24.63 X 2 HOURS PER SITE(35 SITES) *PROJECTED HOURS OF SERVICE =13,320 *SHALL NOT EXCEED $328,072.00 AS PER PAGE 126 OF ACCEPTED FYE23 BUDGET	
Contract to be Signed *	Lansing 2022-2023 Services Contract - Signed_Page_1.tif	982.64KB
	Lansing 2022-2023 Services Contract - Signed_Page_2.tif	420.77KB
	Lansing 2022-2023 Services Contract - Signed_Page_3.tif	361.02KB
	Lansing 2022-2023 Services Contract - Signed_Page_4.tif	204.36KB
	(TIF format only)	
Supporting Documents	(PDF and other formats)	

Document(s) that need to be signed must be a .TIF file, and be clearly named.

Supporting documents may be in any format, including .PDF and .DOC.

For more directions, please visit the Resources link to Contract User Documentation on the Laserfiche Home web page.

Records Management Section

If unsure of which RM Document Type to select, please consult the City of Lansing Retention Policy or the Lansing City Clerk's Office at 517-483-4131

Records Management Document Type*	Agreements, Contracts, Leases

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July __, 2022 and is between the CITY OF LANSING (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2022 and ends on June 30, 2023 and for such term thereafter as the parties may agree upon.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City's representative in dealing with the Contractor shall be designated by the City of Lansing.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.

11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

   a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

   b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

   c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

   d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-four Dollars and Sixty-three Cents **($24.63)** per hour, per Crossing Guard during the term. Based on a minimum of thirty-five (35) sites the Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (13,320) hours of service the cost shall not exceed Three Hundred Twenty-eight Thousand, Seventy-two Dollars ($328,072.00) per year.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.

17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

19. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY **CONTRACTOR**

City of Lansing

By____________________________
Signature

Andy Schor Mayor

Print Name and Title

Date____________________________

All City Management Services, Inc.

By____________________________
D. Farwell, Corporate Secretary

Date 7/8/22

Approved as to form

for City Attorney

Certification as to availability of funds and account number: 101.343201.743000.00000

Controller

Andy Schor, Mayor

Lansing Police Department
Office of the Chief of Police
Chief Ellery Sosebee
120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4606
Fax: (517) 483-4617
ellery.sosebee@lansingmi.gov

Ellery Sosebee, Chief

All City Management Services (ACMS) Sole Source
City of Lansing MI Ordinance No. 1218
206.05 (C) (4): The source is unique or special in nature

The ACMS crossing guard service is requested under a Sole Source agreement due to the following facts and circumstances:

- Michigan Law MCL 257.613c identifies the local law enforcement agency as the lead for arranging crossing guards for school children. As such, the Lansing Police Department requests the approval of ACMS to continue their services for crossing guard coverage.
- ACMS has over 37 years of experience and oversees 260 programs in 25 states (3 programs in Michigan). They are the largest and most tenured crossing guard provider in the U.S.
- ACMS provided a proposal which was the most efficient solution for providing crossing guard services within the City of Lansing and to the students of the Lansing School District
- ACMS will provide recruiting, staffing, background investigations, training, equipment, insurance, inspection, supervision, and program management of the crossing guards.
- ACMS provided the same service the past school year.
- The 6.2% cost increase is acceptable for the services provided which included the late addition of sites to the agreement at no further cost to this year’s contract.

“Capital City’s Finest”

Ways and Means. Reviews all proposed modifications to the city's annual Budget and program audits prepared by the Internal Auditor, the City's short-range and long-range financial condition, workforce needs for City operations and financial impact statements developed on proposed actions; and reviews and develops policy recommendations on City financial and budget matters.

CURRENT BUDGET POLICIES FOR FY 2022/2023
ADOPTED 10/2021

BE IT FURTHER RESOLVED, the **Committee on Ways and Means** has established the following priorities:

1. Encourage the Administration to focus in on budget allocations and centralize the fees and costs associated with items such as Information Technology, utilities, etc.
2. Encourage the Chief Strategy Officer to perform an audit report on short and long term resolutions for the current forecast of the City's revenues and expenditures within all departments.