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MEMORANDUM
CITY OF ROSEVILLE
ENGINEERING DEPARTMENT

TO: Scott Adkins, City Manager
FROM: Steven Wietecha, Street Administrator / Engineering Inspector
DATE: August 13, 2015
RE: Extension of Concrete Pavement Repair Program

We have received a request from Galui Construction Company to extend the 2015 Concrete Pavement Repair Program for 2016 with all prices remaining the same.

The City realizes a savings in extending the contract as the cost of sending the contract out for bid of approximately \$5,000.00.

This contractor's performance has been satisfactory and we would recommend extending the contract for an additional year. In comparison to previous contractors the City also benefits from a reduced amount of overtime inspection hours with this contractor.

A copy of the letter from Galui Construction Company, as well as a letter of recommendation from by Scott Lockwood of AEW, are included.

SW/mcw



33805 Harper Avenue
Clinton Township, MI 48036
Phone: (586) 294-2081 - Fax: (586) 792-8325

July 20, 2015

Steve Wietecha
Engineering Department
City of Roseville
29777 Gratiot
Roseville MI 48066

Re: Extension of 2015 Concrete Pavement Repair Program

Dear Steve:

Galui Construction, Inc. is proposing an extension of the 2015 Concrete Pavement Repair Program into the 2016 season, at the same unit prices as in 2015.

Please let us know, at your earliest convenience, if this is acceptable to the City of Roseville.

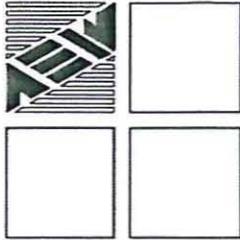
Your consideration of this matter is greatly appreciated.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Anthony D. Galui", is written over a horizontal line.

Anthony D. Galui
Vice President

/r



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

August 13, 2015

Scott Adkins, City Manager
City of Roseville
29777 Gratiot Avenue
Roseville, Michigan 48066

Reference: 2016 Pavement Patching Program
City of Roseville
AEW Project No. 0100-0430

Dear Mr. Adkins:

We understand Galui Construction Co. has requested to extend the 2015 contract unit prices for the proposed 2016 Concrete Pavement Patching Program.

Our office has bid programs of similar size this year, and Galui's prices from 2015 were at or below prices for similar projects in nearby communities. As you may recall, the City just rebid the contract last year, after having extended a similar contract to Galui Construction from 2006 to 2014. If the project were to be bid it would cost approximately \$5000 which would be saved if the contract is extended to Galui Construction Co.

We have worked with Galui construction for several years in Roseville as well as many neighboring communities and are satisfied with their past performance.

We do not believe any benefit will accrue to the City by seeking further competitive bids. Therefore, we recommend the city award a contract extension for the **2016 Concrete Pavement Patching Program to Galui Construction Co.**, 33805 Harper, Clinton Township, Michigan 48035.

If you have any questions or need additional information, please advise.

Sincerely,

ANDERSON, ECKSTEIN AND WESTRICK, INC.

Scott Lockwood, P.E.

Copy: Engineering, Steve Wietecha
Purchasing, Paul VanDamme

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WADE SHOWS, INC.
PROGRESS ONE SMILE AT A TIME

P.O. BOX 51730 • LIVONIA, MI 48151 • EMAIL: joanna@wadeshows.com
CELL: 810.397.9058 • FAX: 810.231.4744

August 19, 2015

This is a 3-year contract between **Wade Shows, Inc. and City of Roseville** to provide a carnival midway as part of the signature City event planned at Veterans Memorial Park located at 16200 Chestnut Street, Roseville, MI 48066 on June 16 – 19, 2016; June 15 – 18, 2017; and June 14 – 17, 2018. Terms of this agreement shall be re-opened and re-visited upon the completion of year two to consider any changes to provisions contained within the General and Compensation sections of the agreement. Any proposed changes would however be subject to mutual agreement of both parties and indicated in writing as an amendment to the original agreement.

General

1. **Wade Shows, Inc.** will have exclusive rights to furnish a full carnival midway consisting of mechanical rides, games and food concessions. All rides, trailers, etc. will have adequate footing/support protection in order to avoid damaging the grounds. The approximate required area will be 450' x 450'.
2. **Wade Shows, Inc.** will provide daily cleanups of the property and will provide and maintain trash containers throughout the midway area. There will be a designated crew, solely for this purpose, on site during all operating hours. Wade Shows, Inc. will provide one (1) 30-yard dumpster and adequate portable toilets.
3. All ride, game, and food operators will wear I.D. badges and be in clean uniforms each day.
4. All rides and mechanical devices will be inspected and permitted by the Michigan Department of Labor-Ride Safety Division.
5. All food concessions will be inspected and licensed by the County Health Department.
6. **Wade Shows, Inc.** will provide electricity for its own activities.
7. **City of Roseville** agrees to provide water and a suitable location for Wade Shows, Inc. employee housing and support trucks.
8. **Wade Shows, Inc.** will secure State, and National Amusement licenses/permits related to the amusement rides. **City of Roseville** will secure all required City permits.

9. **Wade Shows, Inc.** will take reasonable care and concern to protect the grounds from damage. It is noted that the midway area is grass and in the event of inclement weather prior to, during and at the time of departure, **Wade Shows, Inc.** agrees to work together with the **City of Roseville** to minimize any potential damage.
10. **City of Roseville** will provide security for the event.
11. **Dates of Operation.** Begin set up on Monday prior to the event; Tear down to begin after close on Sunday with departure completed by Tuesday.
12. A listing of all the numbered tickets and numbered wristbands will be provided to **City of Roseville**. A daily log of numbers, by price break, will be submitted to **City of Roseville** personnel at the end of each day. Appointed representatives of **City of Roseville** will be allowed to spot check financial records at any time during this event.

Insurance

1. General Liability Coverage:
Wade Shows, Inc. will provide an insurance certificate in the amount of \$10,000,000 general aggregate.
2. Workers' Compensation Coverage:
Employers Liability Limits-\$100,000 each accident, and \$500,000 disease policy limit, and \$100,000 disease each employee.
3. Automotive Liability Coverage:
Wade Shows, Inc. will provide all owned, leased, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident and \$1,000,000 umbrella or excess.
4. Our certificate of insurance will be delivered to the **City of Roseville** thirty (30) days prior to the event. The certificate will contain the following: **City of Roseville** and their elected officials, directors, officers, employees, representatives, and volunteers as additionally insured.

Compensation

1. **Wade Shows, Inc.** will pay the **City of Roseville** 20% of the gross ride receipts. Additionally, **Wade Shows, Inc.** will compensate the **City of Roseville** a flat fee of \$75 per game concession and \$100 per food concession.
2. **Wade Shows, Inc.** will provide an on-line discount purchasing program that will be made available through **Wade Shows, Inc.** website (www.wadeshows.com) 30 days before the event.

3. Single tickets, ticket packages, and pay one price wristbands will be available throughout this event.
4. Payment will be made to the **City of Roseville** by **Wade Shows, Inc.** by check the day following closing of the event.

The parties shall have the option, for 30-days after the conclusion of the 2019 event, to extend this contract an additional year. All terms and conditions shall remain the same during the extension. The dates of the future event(s) shall be mutually agreed upon. Should the contract not be extended during the 30-day period at the conclusion of this agreement, **Wade Shows, Inc.** shall retain right of first refusal on any new agreement.

It is expressly understood and agreed by and between the parties hereto that the Carnival Operator, **Wade Shows, Inc.**, is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of the **City of Roseville**. The **City of Roseville** has no authority or control over any aspect of **Wade Shows, Inc.** operations, except as provided in this Agreement. **Wade Shows, Inc.** is an entity entirely independent of the **City of Roseville** related only by the independent contractual terms of this Agreement.

To the fullest extent permitted by law, Wade Shows, Inc. shall agree to, and hereby does agree to indemnify, defend, and hold harmless the City of Roseville, its Council, and its agents, officials, and employees from and against any and all claims, loss, liability, damages, costs, and expenses, including, but not limited to, any and all liability for damage to property and/or any and all liability for personal injury or death as a result of the activity event, caused by the negligent acts, errors, or omissions of Wade Shows, Inc., its agents, subcontractors, or employees or others, regardless of whether or not Wade Shows, Inc. alleges such claim, loss, liability, damage, cost, or expense is caused or contributed to, in part, by the City.

WADE SHOWS INC

By _____
REPRESENTATIVE: JOANNA G. HARDESTY

By _____
WITNESS (PRINT NAME):

DATE SIGNED: _____

CITY OF ROSEVILLE

By _____
REPRESENTATIVE: SCOTT A. ADKINS, CITY MANAGER
TELEPHONE: (586) 445-5410

EMAIL: _____
EVENT ADDRESS: 16200 Chestnut Street
Roseville, MI 48066

By _____
WITNESS (PRINT NAME):

DATE SIGNED: _____



Roseville Lions Club



08/13/2015

To whom it may concern:

This is a request by the Roseville Lions Club to be placed on the City Council meeting agenda for August 25, 2015. We will be requesting permission to solicit donations on the city August 28th-30th 2015. The proceeds will be used to benefit our community services programs.

Please be advised that our President Eric Errickson will be representing our club at this meeting.

If you have any questions please do not hesitate to contact our Secretary, Cathy Farmer at

Sincerely;

Cathy Farmer, Secretary
Roseville Lions Club