

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 20, 2022, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Kathy Resler Chambliss, Together Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) **Pledge of Allegiance**
- 4) **Roll Call**
- 5) **Student Recognition**
- 6) **Approval of Minutes**
From the June 6, 2022 Regular Meeting, the June 13, 2022 Work Session and the June 13, 2022 Closed Session
- 7) **Approval of Agenda**
- 8) **Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) **Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) **Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) **Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) **Reports from City Officers**
 - a) From City Council
 - b) From City Manager
22-10 Acceptance of an Easement for Sidewalk Purposes at 3660 Eastern Avenue SE
(Joseph F. & Verda Sue Arnold)
- 13) **Budget Amendments**
 - a) Budget Amendment No. 82 – To Appropriate an Additional \$150,000 of Budgetary Authority for Motor Pool Fuel due to Fuel Price Increases
 - b) Budget Amendment No. 83 – To Appropriate an Additional \$175,000 of Budgetary Authority to Provide the Necessary Funds for Increased Chemical, Computer Network Hardware and Fuel Costs in the Water Fund

- c) Budget Amendment No. 84 – To Realize Revenue for the 2022 Local Resurfacing Project in the Appropriate Fund

14) Consent Agenda

All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.

- a) Of Appreciation to Jill DeJager for Her Service as a Member of the Community Development Committee for the City of Wyoming
- b) Of Appreciation to Jaylyn McCloy for Her Service as a Member of the Downtown Development Authority for the City of Wyoming
- c) Of Appreciation to Katy Steele for Her Service as a Member of the Housing Commission for the City of Wyoming
- d) Of Appreciation to William Hegyi for His Service as a Member of the Planning Commission for the City of Wyoming
- e) Of Appreciation to Robert Goodheart for His Service as a Member of the Planning Commission for the City of Wyoming
- f) To Confirm the Appointment of Jonathan Vitale as a Member of the Board of Directors of the City of Wyoming Downtown Development Authority
- g) To Appoint Sheri Gilreath-Watts as a Member of the Planning Commission for the City of Wyoming
- h) To Appoint Wende Randall as a Member of the Planning Commission for the City of Wyoming
- i) To Reappoint Members to Boards, Commissions, and Committees for the City of Wyoming
- j) To Reappoint Members to the Construction Board of Appeals for the City of Wyoming
- k) To Reappoint Members to the Historical Commission, Officers Compensation Commission and Planning Commission for the City of Wyoming

15) Resolutions

- l) To Consider an Application from Playas Nayaritas, LLC for a New Class C Licensed Business to be Located at 1285 28th Street SW, Wyoming 49509, Kent County, Michigan
- m) To Decline the Right of First Refusal to Purchase Tax Foreclosed Properties
- n) To Authorize the Mayor and City Clerk to Execute a Subrecipient Contract with Family Promise of Grand Rapids to Reduce Instances of Unsheltered Homelessness

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

- o) To Award the Bid for the 2022 Crosswalk Improvement Project and to Authorize the Mayor and City Clerk to Execute the Contract
- p) To Approve and Direct the Mayor and City Clerk to Sign the Pedestrian-Bicycling Bridge Design Contract with Progressive AE, Pedestrian-Bicycling Bridge Design Contract with Contech Engineering, and Trail Design Contract with Progressive AE
- q) To Accept a Quote from Carrier & Gable, Inc. for Traffic Signal Equipment and Illuminated Street Signs
- r) To Accept a Quote from Sentinel Technologies, Inc. for Computer Hardware
- s) To Accept a Proposal from Sentinel Technologies, Inc. for ActiveDefense™ Services and to Authorize the Mayor and City Clerk to Execute the Agreement
- t) To Approve a Change Order for the Purchase of Polymer

- u) To Authorize the Purchase of Laboratory Supplies from VWR International Inc. and Fisher Scientific Company LLC
- v) To Enter into a Contract with Trace Analytical Laboratories, Inc. to Provide Third Party Laboratory Services and to Authorize the Mayor and City Clerk to Execute the Contract
- w) To Authorize the Purchase of Laboratory Supplies from Hach and to Authorize the Mayor and City Clerk to Execute the Contract
- x) To Authorize the Purchase of Laboratory Supplies from IDEXX Distribution, Inc. and to Authorize the Mayor and City Clerk to Execute the Contract
- y) To Accept a Proposal from Tetra Tech to Provide Engineering Services for Electrical Upgrades at the Clean Water Plant and to Authorize the Mayor and City Clerk to Execute the Agreement
- z) To Accept a Proposal from SPX Flow US, LLC for One Aeration Mixer Impeller and Mounting Hardware and to Authorize the Mayor and City Clerk to Execute the Contract
- aa) To Accept a Proposal from Tetra Tech to Provide Engineering Services for the Gezon Generator Upgrades and to Authorize the Mayor and City Clerk to Execute the Agreement
- bb) For Award of Bid and to Authorize the Mayor and City Clerk to Execute the Contract
 - 1. Electrical Supplies

17) Ordinances

12-22 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-426B in Article 4B (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

June 20, 2022

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 22-10

Subject: Acceptance of an Easement for Sidewalk Purposes at 3660 Eastern Avenue, SE
(Joseph F. & Verda Sue Arnold)

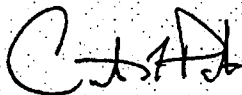
Councilmembers:

Joseph F. & Verda Sue Arnold, owners of 3660 Eastern Avenue, SE, have submitted the following described Easement for the construction of sidewalk along Eastern Avenue. The Easement conveys permanent access rights to the City of Wyoming for the sidewalk improvements. The Easement area is shown on the Easement. The acquisition is necessary as part of the Eastern Avenue Sidewalk Improvements project, led by the City of Grand Rapids for construction in 2022.

Grantor:	Joseph F. & Verda Sue Arnold
Parcels:	41-18-20-151-041
Right-of-way Size	4,632 sf – Easement
Consideration:	\$30,000

It is recommended that the City Council accept the attached Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Easement
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger John Fitzgerald Kent Vanderwood Marissa Postler Robert Postema Sam Bolt
Jack A. Poll, Mayor

**CITY OF WYOMING
EASEMENT
Parcel No. 41-18-20-151-041**

The Grantor, **Joseph F. Arnold and Verda Sue Arnold**, as the Trustees of the Joe and Sue Arnold Trust under agreement dated July 28, 2015, whose address is 12501 18 Mile Rd., Gowen, MI 49326

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, (the "City" herein) an Easement for Highway, Public and Private Utility, Sidewalk, and Vegetation Management purposes in, under, over, across, through and upon property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit attached hereto for the Easement Area, Easement Legal Description, and Property Legal Description (A portion of Parcel No. 41-18-20-151-041)

For the full consideration of **Nineteen Thousand Eight Hundred Dollars and No Cents (\$19,800.00)**.

The Easement and the rights relating to it that are granted herein are for the City, and for any individual, company or entity (including contractors and subcontractors) authorized by the City to use the Easement. Each reference to the City herein includes by definition "each additional representative".

Grantors shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would inhibit the intended use of the Easement.

Grantors shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

DATED: _____

Approved as a form:

Attorney for the City of Wyoming

GRANTOR:

Joe and Sue Arnold Trust under agreement dated July 28, 2015

Joseph F. Arnold
Joseph F. Arnold, Trustee

Verda Sue Arnold
Verda Sue Arnold, Trustee

STATE OF Michigan
COUNTY OF Kent)
SS)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 5 day of May, 2022, by Joseph F. Arnold and Verda Sue Arnold, as the Trustees of the Joe and Sue Arnold Trust under agreement dated July 28, 2015.

KELLY JACOBSEN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires June 21, 2024
Acting in the County of Kent

Kelly Jacobsen, Notary Public
Ottawa County, MI
Acting in Kent County, MI
My Commission Expires: 6/21/2024

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, LLC
11230 Tallmadge Woods Drive
Grand Rapids, Michigan 49534

Legal Description prepared by:
Curtis Raymond Zack, PS
Williams & Works
549 Ottawa Avenue, NW
Grand Rapids, Michigan 49503

Map of Survey for: City of Wyoming
 Date: 12/1/2021 No. 220142

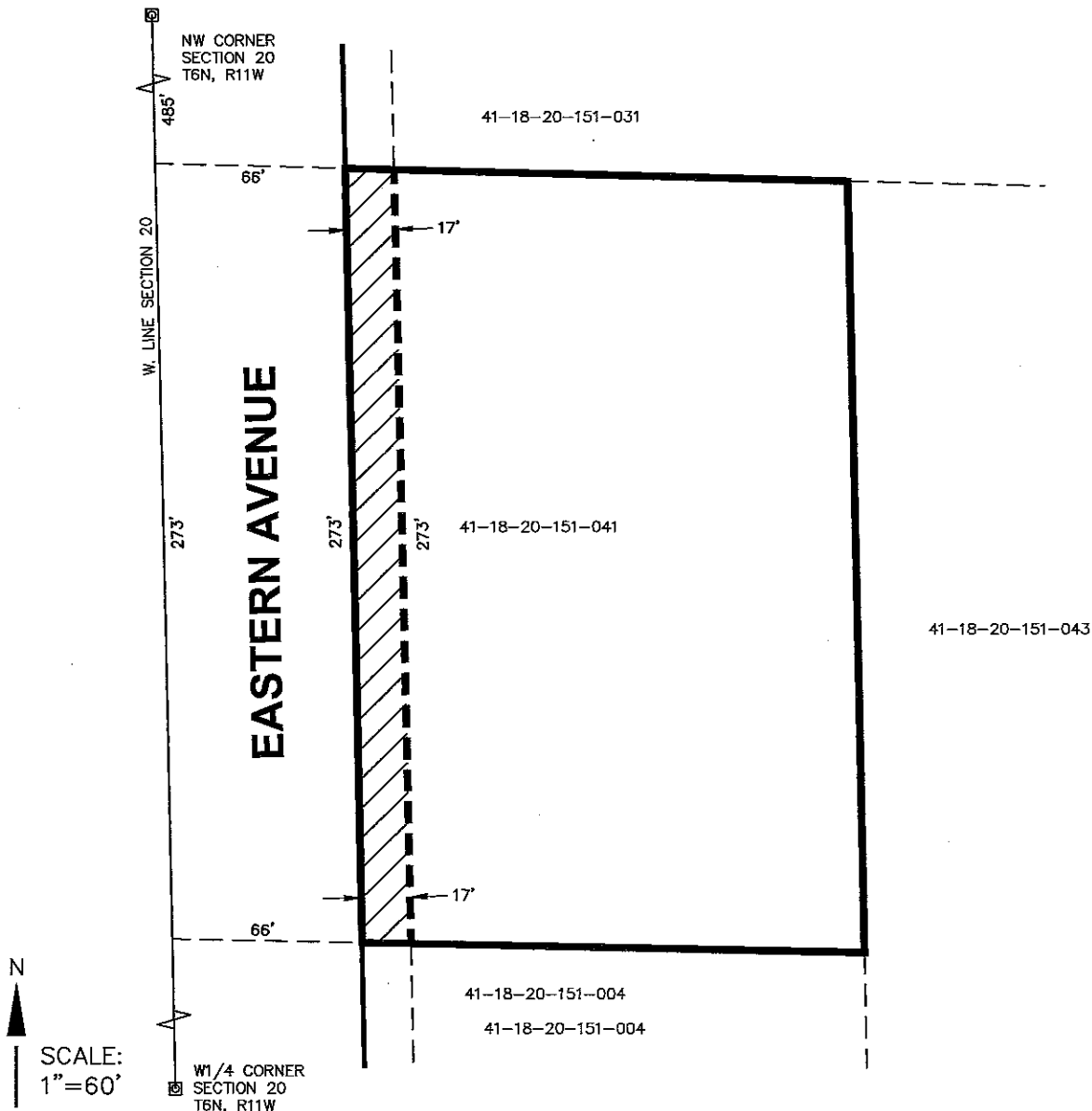
17' RIGHT-OF-WAY EASEMENT

DESCRIPTION: (PARCEL #41-18-20-151-041)

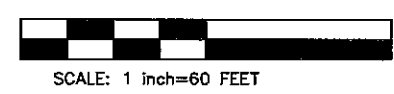
PART OF NW 1/4 COM 485.0 FT S OD OOM OOS ALONG W SEC LINE & 241.08 FT S 87D 13M 19S E PAR WITH N SEC LINE FROM NW COR OF SEC TH N 87D 13M 19S W 241.08 FT TO W SEC LINE TH S OD OOM OOS ALONG W SEC LINE 273.0 FT TO A LINE WHICH EXT E FROM A PT 758.0 FT S OD OOM OOS ALONG W SEC LINE FROM NW COR OF SEC TO A PT ON W LINE OF CONRAIL RR R/W /FORMERLY PENN CENTRAL/50 FT WIDE/ WHICH IS 750.7 FT S FROM N SEC LINE TH E ALONG SD EXT LINE 241.0 FT TO A LINE BEARING S OD OOM OOS FROM BEG TH N OD OOM OOS 271.24 FT TO BEG * SEC 20 T6N R11W 1.54 A.

DESCRIPTION: (PROPOSED 17' RIGHT-OF-WAY EASEMENT)

An easement for right-of-way purposes over that part of the Northwest 1/4 of Section 20, Township 6 North, Range 11 West, Kent County, Michigan, described as:
 The East 17 feet of the West 83 feet of the South 273 feet of the North 758 feet of said Section 20.
 Contains 4,632 square feet (0.11 acres), more or less.

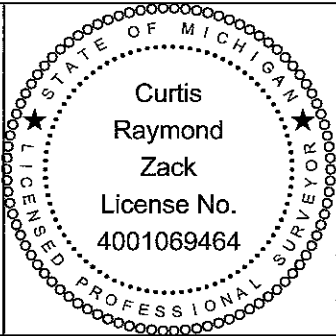


Sheet 3 of 4



LEGEND	
	MONUMENT
	PROPOSED EASEMENT
	GRANTOR'S PROPERTY

This survey was made from the above legal description which was given to us as a complete description of the property. Both map and description should be compared with the abstract Title or Title Policy for any exceptions, easements or differences in description.



williams&works
 engineers | surveyors | planners
 616.224.1500 phone . 616.224.1501 facsimile
 549 Ottawa Ave NW . Grand Rapids, MI 49503

By
 PROFESSIONAL SURVEYOR

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Eastern Avenue Improvements

SITE DATA:

Permanent Parcel No.: 41-18-20-151-041

Parcel: Joseph & Verda Arnold Trust

Land Use: Commercial - Improved Size: 1.30 Ac (total)

Address: 3660 Eastern Avenue, SE

Zoning: 201

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from an Appraisal by Integra Realty Resources – Grand Rapids. Review Appraisal by R.S. Thomas & Associates, Inc.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Easement:</u> A rectangular piece of property located adjacent to Eastern Avenue as shown on sketch.</p> <p>Area: 0.11 Ac (4,632 sft)</p> </div>	<p>SKETCH: North ↑</p>
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COMPUTATION OF VALUE:	
LAND ACQUISITION, EASEMENT	
Easement - Appraisal	\$ 19,800.00
Settlement in Lieu of Condemnation	10,200.00

REMARKS:

\$ 30,000.00

Signed:
Land Matters, llc
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: Joseph & Verda Arnold Trust

By:
Its: Joseph Arnold

CITY OF WYOMING BUDGET AMENDMENT

Date: June 20, 2022

Budget Amendment No. 082

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$150,000 of budgetary authority for Motor Pool fuel due to fuel price increases.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Motor Pool Fund</u>				
Public Works - Equipment Operations - Fuel Supplies				
661-441-58200-741.000	\$ 375,000.00	\$ 150,000.00		\$ 525,000.00
Fund Balance/Working Capital (Fund 661)	\$	-	\$ 150,000.00	

Recommended: Jodi Yenchak
Finance Director

[Signature]
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: June 20, 2022

Budget Amendment No. 083

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$175,000 of budgetary authority to provide the necessary funds for increased chemical, computer network hardware and fuel costs in the Water Fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Fund</u>				
Water Utility - Pumping and Treatment - Operating Supplies				
591-591-55300-740.000	\$ 914,631.00	\$ 175,000.00		\$ 1,089,631.00
Fund Balance/Working Capital (Fund 591)		\$ -	\$ 175,000.00	

Recommended: Jodi Yenchar
Finance Director

C. J. [Signature]
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: June 20, 2022

Budget Amendment No. 084

To the Wyoming City Council:

A net neutral budget amendment is requested to realize revenue for the 2022 Local Resurfacing Project in the appropriate fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
Public Works - Transfers to Local Streets				
202-441-48400-999.002	\$ -	\$ 637,072.25		\$ 637,072.25
Fund Balance/Working Capital (Fund 202)		\$ -	\$ 637,072.25	
<u>Local Streets Fund</u>				
Transfer from Major Streets				
203-699.002	\$ -	\$ 637,072.25		\$ 637,072.25
Fund Balance/Working Capital (Fund 203)		\$ 637,072.25	\$ -	

Recommended: Jodi Yenczar
Finance Director

[Signature]
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JILL DEJAGER FOR HER SERVICE
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE
FOR THE CITY OF WYOMING

WHEREAS:

1. Jill DeJager has served faithfully and effectively as a member of the Community Development Committee since May 19, 2014.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Jill DeJager for her dedicated service as a member of the Community Development Committee.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JAYLYN MCCLOY FOR HER SERVICE
AS A MEMBER OF THE DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE CITY OF WYOMING

WHEREAS:

1. Jaylyn McCloy has served faithfully and effectively as a member of the Downtown Development Authority since August 16, 2021.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Jaylyn McCloy for her dedicated service as a member of the Downtown Development Authority.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO KATY STEELE FOR HER SERVICE
AS A MEMBER OF THE HOUSING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Katy Steele has served faithfully and effectively as a member of the Housing Commission since June 19, 2017.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Katy Steele for her dedicated service as a member of the Housing Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO WILLIAM HEGYI FOR HIS SERVICE
AS A MEMBER OF THE PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. William Hegyi has served faithfully and effectively as a member of the Planning Commission since September 6, 1994.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to William Hegyi for his dedicated service as a member of the Planning Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ROBERT GOODHEART FOR HIS SERVICE
AS A MEMBER OF THE PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Robert Goodheart has served faithfully and effectively as a member of the Planning Commission since May 2, 2005.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Robert Goodheart for his dedicated service as a member of the Planning Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF JONATHAN VITALE
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE CITY OF WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Jonathan Vitale has submitted an application requesting appointment to the Downtown Development Authority for the City of Wyoming.
2. A vacancy exists in an unexpired term ending January 1, 2026, on the Downtown Development Authority.
3. Mayor Jack Poll has recommended that Jonathan Vitale be appointed as a member of the Board of Directors of the City of Wyoming Downtown Development Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Jonathan Vitale as a member of the Board of Directors of the City of Wyoming Downtown Development Authority for the unexpired term ending January 1, 2026.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT SHERI GILREATH-WATTS AS A MEMBER OF THE
PLANNING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Sheri Gilreath-Watts has submitted an application requesting appointment to the Planning Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2025, on the Planning Commission.
3. It is the desire of Mayor Jack A. Poll that Sheri Gilreath-Watts be appointed as a member of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Sheri Gilreath-Watts as a member of the Planning Commission for the City of Wyoming for the unexpired term ending June 30, 2025.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT WENDE RANDALL AS A MEMBER OF THE
PLANNING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Wende Randall has submitted an application requesting appointment to the Planning Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2025, on the Planning Commission.
3. It is the desire of Mayor Jack A. Poll that Wende Randall be appointed as a member of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Wende Randall as a member of the Planning Commission for the City of Wyoming for the unexpired term ending June 30, 2025.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO BOARDS, COMMISSIONS, AND
COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expires on June 30, 2022.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Building Authority</u> Kelli VandenBerg	06/30/2025
<u>Community Development Committee</u> Kalene McElveen Chris Hall Stephanie McIntosh Aaron Thelenwood	06/30/2024 06/30/2024 06/30/2024 06/30/2024
<u>Parks & Recreation Commission</u> LeeAnn Platschorre Lillian Cummings-Pulliams Daniel Larabel	06/30/2025 06/30/2025 06/30/2025
<u>Retirement Board</u> Aaron Vis	06/30/2025

Zoning Board of Appeals

Matthew Buist

Ann Huizen

06/30/2025

06/30/2025

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE
CONSTRUCTION BOARD OF APPEALS
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members for the Construction Board of Appeals expires on June 30, 2022.
2. It is the recommendation of the City Manager that the following members be reappointed to serve on the Construction Board of Appeals:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Construction Board of Appeals</u>	
Robert DeKryger	06/30/2025
Sheldon DeKryger	06/30/2025

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint members to the Construction Board of Appeals for the City of Wyoming to the term so stated.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

 Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE
HISTORICAL COMMISSION, OFFICERS COMPENSATION COMMISSION
AND PLANNING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Historical Commission, Officers Compensation Commission and the Planning Commission expires on June 30, 2022.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Historical Commission, Officers Compensation Commission, and the Planning Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Historical Commission</u>	
Vicki Briggs	06/30/2025
David Britten	06/30/2025
Thomas DeGennaro	06/30/2025
<u>Officers Compensation Commission</u>	
Kimberly Grzeszak	06//30/2029
<u>Planning Commission</u>	
Barbara VanDuren	06/30/2025

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Historical Commission, Officers Compensation Commission and the Planning Commission for the City of Wyoming to the terms so stated.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval
 (Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a regular meeting of the Wyoming City council/board
(regular or special) (township, city, village)

called to order by _____ on June 20, 2022 at 7:00 P.M.
(date) (time)

the following resolution was offered:
 Moved by _____ and supported by _____

that the application from Playas Nayaritas, LLC
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Class C
(list specific licenses requested)

to be located at: 1285 28th Street SW, Wyoming, MI 49509

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it recommends this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____
 Nays: _____
 Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Wyoming City
 council/board at a regular meeting held on June 20, 2022
(regular or special) (date)

Kelli A. VandenBerg _____ June 20, 2022
 Print Name of Clerk Signature of Clerk Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Fax to: 517-763-0059

STAFF REPORT

Date: June 14, 2022

Subject: Class C Liquor License Application
Abel Martinez
d/b/a Playas Nayaritas, LLC
1285 28th Street SW

From: Evan Remer

Council Meeting Date: June 20, 2022

At the April 18, 2022 City Council meeting, the City Council recommended approval of a new Class C liquor for the applicant Abel Martinez of Playas Nayaritas, LLC, located at 1285 28th Street SW. Upon submitting the resolution to the State of Michigan, the applicant was made aware that the name corresponding to the liquor license shall be the name of the business (Playas Nayaritas, LLC), rather than the name of the applicant (Abel Martinez). Mr. Martinez has formally requested a new resolution showcasing the above correction. There are no other changes with the applicant or business.

A review of this application was requested from the Police Department, City Treasurer, Chief Building Official and the City's Development Review Team. All entities have reviewed the application and are recommending approval.

I have drafted a resolution to recommend approval of the application in the required Liquor Control Commission format for City Council's consideration.

Attachments: Departmental Reviews

Galligan, Rhonda

From: Remer, Evan
Sent: Wednesday, June 15, 2022 3:37 PM
To: Galligan, Rhonda
Subject: FW: Liquor License Application for Abel Martinez

From: Margaret Greiner <mgreiner0522@gmail.com>
Sent: Tuesday, June 14, 2022 3:42 AM
To: Remer, Evan <Evan.Remer@wyomingmi.gov>
Cc: Square Interior LLC <amartinez@squareinteriorllc.com>
Subject: Re: Liquor License Application for Abel Martinez

Good Morning:

This is a formal request. Abel Martinez currently has a liquor license approval from the City of Wyoming. We are requesting that it be changed from Abel Martinez's name to Playas Nayaritas, LLC. This was a clerical error when filling out the application. Nothing else about the application or the status of the business is changing.

Please let me know if you have any questions.

Thank you,

Margaret Greiner

RESOLUTION NO. _____

TO DECLINE THE RIGHT OF FIRST REFUSAL
TO PURCHASE TAX FORECLOSED PROPERTIES

WHEREAS:

1. The City received the list from Kent County for 2019 and prior years tax foreclosed properties.
2. Public Act 255 & 256 of 2020 of the State of Michigan, afford the opportunity to obtain these properties through the right of first refusal for the greater of fair market value or minimum bid.
3. The City Treasurer's Office and City Manager's Office have reviewed the list and determined that the City has no interest in purchasing the properties on the list.
4. The City Treasurer's Office is requesting City Council to decline its right of first refusal to obtain these properties.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby declines to exercise its right of first refusal to obtain the 2019 and prior years tax foreclosed properties.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

List of 2019 and prior years tax foreclosed properties

STAFF REPORT

Date: June 13, 2022
Subject: Right of First Refusal for Tax Foreclosed Properties
From: Andrea Boot, Treasurer
Meeting Date: June 20, 2022

RECOMMENDATION:

It is recommended that City Council does not exercise its Right of First Refusal to purchase 2019 and prior years tax foreclosure properties.

COMMUNITY, SAFETY, STEWARDSHIP:

Each year the City is presented with a list of tax foreclosed properties by Kent County and given the opportunity to purchase any or all of the properties on this list under the right of first refusal. Occasionally the City has exercised this right to obtain properties if it was determined that it would benefit the City to omit blight.

DISCUSSION:

According to PA 255 & 256 of 2020, local units of government have the opportunity to obtain properties through the right of first refusal process for tax foreclosed properties. The purchase price of the property is the greater of fair market value or minimum bid. In addition, the property purchased must be used for a public purpose. Upon reviewing this year's properties with the City Manager's Office, it was determined that the City has no interest in purchasing the properties on the list from Kent County for this year.

BUDGET IMPACT:

None.

OFFICE OF THE TREASURER

COUNTY ADMINISTRATION BUILDING • P.O. BOX Y • GRAND RAPIDS, MICHIGAN 49501-4925

TELEPHONE: (616) 632-7500

FACSIMILE: (616) 632-7505



Peter F. MacGregor
Treasurer

April 18., 2022

Dear Local Treasurer, Clerk, Supervisor, Finance Director & City Manager:

Enclosed is a list of property(s) the Kent County Treasurer foreclosed on due to non-payment of the 2019 taxes. Please change the name and address to:

KENT COUNTY TREASURER
300 MONROE AVE NW
GRAND RAPIDS, MI 49503

If your unit is planning on purchasing under the first right of refusal, the law has changed. Please review the changes of Public Acts 255 & 256 of 2020.

These amendments include significant changes to the right of first refusal process contained in MCL211.78m. Previously, local units of government had the opportunity to purchase foreclosed parcels for a public purpose by paying Minimum Bid to the FGU. However, changes to Section 78m (1) now require these local units to pay the greater of fair market value or Minimum Bid to obtain the property in at least some circumstances. Additionally, both city and county land bank authorities are now afforded an opportunity to obtain property through this right of first refusal process.

There are two different points at which governmental units have an opportunity to obtain property. The first occurs prior to the initial auction under section 78m (1) and *must be completed by the first Tuesday in July*. As before, the State of Michigan has first option but must pay fair market value. Next a city, village, township, or city land bank authority has the option to purchase. If a Notice of Claim under section 78t (2) has been filed on the property at issue, the local unit must pay *the greater of the fair market value or Minimum Bid*. If no Notice of Claim has been filed, they may purchase for only Minimum Bid. Next, the county has the option to purchase followed by the county land bank authority, subject to the same caveat regarding parcels upon which a Notice of Claim has been filed. In other words, local units must pay the greater of the Minimum Bid or fair market value on any parcel upon which a Notice of Claim has been submitted.

The second right of first refusal option comes between the first and second auction for any parcels remaining unsold at that time. The second option remains largely unchanged by the Amendments except for the inclusion of city and county land banks. At the second option, local units may purchase for only Minimum Bid, regardless of whether a Notice of Claim has been filed.

Former property owners and parties with a recorded interest will have until July 1, 2022 to submit a Notice of Claim form to the Kent County Treasurer. As a practical matter, this means that until this date passes, it will be unclear whether any given property must be transferred for minimum bid or fair market value.

As such, you may wish to obtain **conditional approval** from your boards regarding any properties that you wish to obtain under right of first refusal. For example, you may deem that you only wish to purchase a given property if available for minimum bid. Conversely, you may be willing to purchase a property for either minimum bid or fair market value. In either situation, you can obtain approval from your board to that effect. After July 1, the Kent County Treasurer can ascertain the applicable right of first refusal price and any transfers can then be completed accordingly.

For any questions please feel free to call our office at (616) 632-7500

Sincerely,

A handwritten signature in black ink, appearing to read "Pete F. MacGregor". The signature is fluid and cursive, with a long horizontal stroke at the end.

Pete F. MacGregor
Kent County Treasurer

04/20/2022 11:58 AM

BY: ELSmith

FORECLOSURE LIST FOR KENT COUNTY
 For 2022 Foreclosures of 2019 and prior taxes
 CITY OF WYOMING
 Interest Computed As Of Foreclosure Date

PT	PL	TAX DUE	INTEREST/FEES DUE	TOTAL DUE	TAX YEARS	DELINQUENT
41	17-22-151-032	17,487.17	12,372.32	29,859.49	2021 2020	2019 2018 2017 2016 2015

Property Address: 3917 WYOMING AVE SW WYOMING MI

41	17-32-180-001	182.70	607.33	790.03	2021 2020	2019
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Property Address: 3586 CLAREY DR WYOMING MI

PARCEL COUNT: 2	17,669.87	12,979.65	30,649.52
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RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
A SUBRECIPIENT CONTRACT WITH FAMILY PROMISE OF GRAND RAPIDS TO REDUCE
INSTANCES OF UNSHELTERED HOMELESSNESS

WHEREAS:

1. The City is a recipient of Community Development Block Grant-Coronavirus (CDBG-CV) funds authorized by the federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and administered by the United States Department of Housing and Urban Development (HUD).
2. The Wyoming City Council and HUD have approved the use of CDBG-CV funds for the purpose of supporting activities intended to reduce housing instability and instances of homelessness for City residents who have been adversely impacted by the coronavirus pandemic.
3. Family Promise of Grand Rapids operates a homeless hoteling assistance activity to support increased housing stability and reduce instances of unsheltered homelessness for low and moderate income individuals and families living in the city of Wyoming.
4. This Subrecipient Contract provides low- to moderate-income individuals and families who have been adversely financially impacted by the Coronavirus pandemic increased access to temporary hoteling accommodations preventing unsheltered homelessness while stable housing may be secured.
5. Funds are available in Account No. 256-400-69220-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Subrecipient Contract with Family Promise of Grand Rapids.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Family Promise of Grand Rapids Contract

Resolution No. _____

STAFF REPORT

Date: June 13, 2022

Subject: Family Promise of Grand Rapids – CDBG-CV Subrecipient Contract 2022-2023

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: June 20, 2022

RECOMMENDATION:

The City Council enter a contract, in the amount of \$40,000, with Family Promise of Grand Rapids (Family Promise) to provide low- to moderate-income individuals and families who have been adversely financially impacted by the Coronavirus pandemic increased access to temporary hoteling accommodations to prevent unsheltered homelessness while stable housing may be secured.

COMMUNITY, SAFETY, STEWARDSHIP:

CDBG-CV funds support activities intended to alleviate and reduce housing insecurity and economic instability for City residents who have been adversely impacted by the coronavirus pandemic. Hoteling of individuals and families, while stable housing is being secured, reduces public safety hazards related to unsheltered homelessness including physical assault, exposure to the elements, access to water sources for personal hygiene, and more.

DISCUSSION:

The Wyoming City Council approved the budget for the CDBG-CV funding, which was applied for through a substantial amendment to the Wyoming Consolidated Housing and Community Development Plan July 1, 2019, through June 30, 2020, on Monday, June 1, 2020. Included within the plan are activities designed to provide supporting activities intended to reduce housing instability and instances of homelessness for City residents who have been adversely impacted by the coronavirus pandemic.

Family Promise will use the Subrecipient Funding for the costs of homeless hotel assistance in the form of payment for hotel stays for Wyoming residents who have been negatively financially impacted by the coronavirus and are either experiencing homelessness or at risk of it. The maximum amount of rental assistance that shall be provided per family or individual will be limited to the actual cost of hoteling for a consecutive period not to exceed six months. This contract provides for payment of up to \$40,000 for hoteling services provided January 20, 2020, through June 30, 2023, not paid for by any other federally funded resource, and, unless

this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2023.

BUDGET IMPACT:

The contract is in the total amount (not to exceed) of \$40,000. Sufficient funds are available in the activity account #256-400-69220-956.000.

###

**SUBRECIPIENT CONTRACT BETWEEN
CITY OF WYOMING
AND
FAMILY PROMISE OF GRAND RAPIDS**

This Subrecipient Contract is made as of June 20, 2022 for the eligible period beginning January 20, 2020, and continuing through June 30, 2023, subject to availability of funding, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St, SW, PO Box 905, Wyoming, MI 49509-0905 (**City**), and Family Promise of Grand Rapids, a Michigan nonprofit corporation of 516 Cherry St. S E, Grand Rapids, MI 49503 (**Subrecipient**).

RECITALS

- A. City is a recipient of Community Development Block Grant-Coronavirus (**CDBG-CV**) funds authorized by the federal Coronavirus Aid, Relief, and Economic Security Act (**CAES Act**) and administered by the United States Department of Housing and Urban Development (**HUD**) and City wishes to support activities intended to reduce housing instability and instances of homelessness for City residents who have been adversely impacted by the coronavirus pandemic.
- B. City identified as a high priority in its 2021-2026 Wyoming Consolidated Housing and Community Development Plan the need for increased access to homelessness prevention services.
- C. City identified as a high priority response to the coronavirus pandemic the alleviation of some adverse economic impacts suffered by City residents, particularly residents with low to moderate incomes.
- D. Accordingly, City desires to provide some CDBG-CV funding to Subrecipient as detailed in section 4 of this Contract (**Subrecipient Funding**) to financially support Subrecipient's homeless hoteling assistance activities in order to support increased housing stability and reduce instances of homelessness for low- to moderate-income individuals and families living in the City who have been adversely financially impacted by the coronavirus pandemic on and after January 20, 2020.

Terms and Conditions

Now, therefore, the parties agree:

- 1. Project Objective. The project objective of this Contract is for Subrecipient to provide low- to moderate-income individuals and families who have been adversely financially impacted by the Coronavirus pandemic and who are either experiencing homelessness, or at risk of it, financial assistance to pay for overnight stays in hotels, allowing them to remain temporarily housed (**Project Objective**). The Project Objective is the standard City will use to determine the impact and effectiveness of Subrecipient's services and activities under section 2 of this Contract.
- 2. Scope of Services. To accomplish the Project Objective Subrecipient will provide the following services and engage in the following activities in a lawful, satisfactory, and proper manner:
 - A. Subrecipient will use the Subrecipient Funding for the costs of homeless hotel assistance in the form of payment for hotel stays for Wyoming residents who have been negatively financially impacted by the coronavirus and are either experiencing homelessness or at risk of it. The maximum amount of rental assistance that shall be provided per family or individual will be limited to the actual cost of hoteling for a consecutive period not to exceed six months.
 - B. The Subrecipient will determine eligible households to be low income at or below 50% of the Area Median Income or moderate income between 50% - 80% of Area Median Income and be homeless or at-risk of homelessness. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
 - C. Subrecipient will invoice City a maximum total of the Subrecipient Funding as provided in section 4 to reimburse Subrecipient the costs of homeless hotel costs to provide for an increased demand for such activities because of the coronavirus. Each invoice must include a written status report on progress in

providing that assistance, including required demographic information and documentation of incurred reimbursable expenses.

3. Time of Performance. Subrecipient can be reimbursed for hoteling services provided January 20, 2020, through June 30, 2023, not paid for by any other federally funded resource, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2023. If the Subrecipient Funds are not entirely spent by June 30, 2023, an extension of the contract is an option subject to City's approval. Hoteling services prior to January 20, 2020, are not eligible for payment.

4. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this Contract, up to \$40,000 for an inclusive period from January 20, 2020, to June 30, 2023, based upon actual expenses incurred and in accordance with the following schedule:

1. Subrecipient will (or will have retroactively to January 20, 2020) expend funds on a monthly reimbursable basis. Payments made may not replace or duplicate any previously federally funded payments for the same purpose.

2. Consistent with City's fiscal year, and the date of execution of this contract, the Subrecipient must submit its June invoice not later than July 15. Reimbursable expenses for the period beginning January 20, 2020, through June 30, 2022, shall be invoiced no later than July 15, 2022. Final invoices for reimbursement for the completed contract period ending June 30, 2023, must be submitted to City with all necessary supporting documentation not later than July 15, 2023.

3. If Subrecipient incurs no expenses for the fiscal year reporting period ending June 30, 2023, written documentation of that lack of expenses must be provided to City within 15 days of the period's end.

4. Failure to submit a final invoice for all unreimbursed expenses incurred through June 30, 2023, by July 15, 2023, will result in the loss of funding for those expenses.

B. The total compensation and reimbursement to be paid by City to Subrecipient pursuant to this Contract will not exceed the maximum sum of \$40,000 from January 20, 2020, to June 30, 2023.

C. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

5. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it receives funding from City's Community Development Block Grant–Coronavirus Fund in support of its food assistance program. That disclosure must be posted on Subrecipient's website during the term of this Contract. Subrecipient must maintain an operational internet website accessible to the general public.

6. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 29.

7. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient under upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

A. Unearned payments under this Contract may be suspended by the City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

B. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

9. Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those mutually agreed upon modifications.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.

2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.

3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:

a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and

b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.

2. Nothing in this Contract:

a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or

b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.

3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a client self-determination of low and moderate income policy, and a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each household served which include name, address, income eligibility, size of household, sex, race, disability status, and age of head of household, and self-certification of financial hardship as a result of coronavirus. Subrecipient must also include in those case files or other documentation such other information as HUD or City may subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 15, 2022, and July 15, 2023.

E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG-CV funds, including its location (if the activity has a geographical locus), and the amount of CDBG-CV funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

F. The City, as a pass-through entity for federal awards, is providing the following Catalog of Federal Domestic Assistance (CFDA) information to the Subrecipient to be used for Subrecipient's single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Family Promise of Grand Rapids

Subrecipient's Unique Entity Identifier – G2BGP6M6JXL4

City Federal Award Identification Number – B-20-MW-26-0020

City Federal Award Date – 4/2/2020

Subaward Period of Performance Start & End Date – January 20, 2020-June 30, 2023

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient for the following periods –

January 20, 2020, through June 30, 2023 - \$40,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$40,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$40,000.00

Federal Award Project Description – Subsistence payments administered by Family Promise of Grand Rapids: Low- and moderate-income persons will have access to rental assistance to maintain housing stability and reduce incidents of homelessness.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Office; Unique Entity ID QHVEK7M73QS4; Community Services Director Rebecca Rynbrandt (616) 261-3520.

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; Entitlement, Sec. 106(b); Coronavirus Relief, CDBG-CV

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

G. Subrecipient will make an appropriate effort to acknowledge City as a provider of funding in Subrecipient's promotional and educational materials, website, etc.

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred, or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

A. At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
2. Permit City or City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation so stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

16. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

18. Lobbying and Political Activities. None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.

B. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insured's on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City

deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis–Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

CITY OF WYOMING

FAMILY PROMISE OF GRAND RAPIDS

By: _____
Jack A. Poll, Mayor

By: 
Cheryl Schuch, CEO

By: _____
Kelli A. VandenBerg, Clerk

Date signed: 6/13, 2022

Date signed: _____, 2022

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE 2022 CROSSWALK IMPROVEMENT PROJECT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On June 7, 2022, the City received one (1) bid for the proposed Crosswalk Improvements at various locations.
2. The Community Services and Engineering Departments recommend that the City Council award the bid to the low bidder, Gallagher Asphalt Corporation, for \$100,500.
3. It is further recommended that the City Council authorize an additional 10%, or \$10,050 of the bid value for construction contingency.
4. The total cost for this project, including contingency, will be financed out of the following Community Development Block Grant (CDBG) and Public Works (PW) Accounts: CDBG 256-400-69221-975.000, CDBG 256-400-69222-975.000, PW 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the 2022 Crosswalk Improvement Project to Gallagher Asphalt Corporation for \$100,500 and authorizes a construction contingency amount of \$10,050.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract Form
Location Map

Resolution No. _____

STAFF REPORT

Date: June 9, 2022

Subject: Award of Bid for the 2022 Crosswalk Improvement Project

From: Rebecca Rynbrandt, Director of Community Services

Date of Meeting: June 20, 2022

RECOMMENDATION:

It is recommended that the City Council award a bid to Gallagher Asphalt Corporation for the 2022 Crosswalk Improvement Project in the amount of \$100,500 and authorize a construction contingency amount of \$10,050.

COMMUNITY, SAFETY, STEWARDSHIP:

To support the improvement of crosswalks in increasing public awareness of the crosswalk for drivers, to encourage increased use by pedestrians with an impact of reducing car/pedestrian accidents, this project improves one crosswalk in 4 of the city's 7 school districts. Not only does improving crosswalks improve vehicle and road safety, the innovative and engaging design creates enhanced public spaces directly in tune with community development.

DISCUSSION:

Project Conceptualization, Initial Approval

Innovative painting of crosswalks is shown to be effective in increasing public awareness of the crosswalk for drivers and encourages increased use by pedestrians with an impact of reducing car/pedestrian accidents. The project is designed to increase community awareness of the number of school districts located in the city, increase school district pride, and to enhance resident recognition of being a part of one community, one Wyoming.

This project, conceptualized by the Director of Community Services, was spearheaded in 2019 by the Community Services Department inclusive of the city's Wyoming Community Development Committee, in addition to Community Development and Planning staff (Planning inclusive of the Community Services Department at that time). Subsequently, staff recommended the project as part of its Letter of Intent Process for use of CDBG funds for the FY 2020 budget. The Wyoming Community Development Block Grant Committee was in support of the grant request and recommended its approval to the City Council, who included it in the FY 2020 Community Development budget.

Project Team

In 2020, the project team was expanded to include, and the project's success would not be possible without, the Engineering and Public Safety Departments joining Community Services.

Rebecca Rynbrandt, Director of Community Services
Chief Kim Koster, Director of Public Safety
Russ Henckel, Assistant Director of Public Works – Engineering
Nicole Hofert, City Planner
Jeff Oonk, Senior Civil Engineer
Stephanie Brock-Knoper, Community Development Specialist

The superintendents of Godfrey-Lee, Godwin Heights, Grandville, Kelloggsville, and Wyoming public school districts were also instrumental in engaging their teams in the selection process of the graphics used to represent their districts.

Site Selection

It is the intent of the overall project to install at least one graphic crosswalk within each of the primary 5 (of 7) school districts serving the residents of the city. Public Safety evaluated emergency response data to formulate a recommendation of which crosswalk areas should be considered for improvement; this information was further refined by the city's traffic engineers. Final locations were selected based upon Public Safety and Engineering recommendations combined with CDBG target area eligibility. Graphic design was formulated by the Community Services Planning staff. Please see the attached document noting a project location map and final graphics selected and crosswalk designs.

General Motors Corporation Grant

In 2019, a grant was submitted to General Motors to support the project for 2020 construction. A \$10,000 grant was awarded on our behalf through the Greater Wyoming Community Resource Alliance (Alliance).

BUDGET IMPACT:

Due to the COVID pandemic, the project was delayed. In early FY 2021 revised construction cost estimates were acquired. These estimates exceeded \$100,000. As a result, the project was further delayed to obtain additional funding through the CDBG FY 2022 budget approval process.

Funding available through the CDBG fund restricts investment to low and moderate income areas of the city. As a result, 4 of the 5 crosswalks will be constructed as part of this contract award. The crosswalk located within the Grandville School District (Wilson and 52nd) will be constructed as funds become available in the Public Works Department budget in FY 2023 or as a request for funding in the FY 2024 budget.

Wyoming received one (1) bid for the 2022 Crosswalk Improvement project. The low bid was submitted by Gallagher Asphalt Corporation. in the amount of \$100,500, which is in line with the engineer's estimate. The total project cost is \$110,550 including engineering and contingencies.

Current pavement conditions at certain sites will require Public Works to patch various holes and address other defects in the street surface.

Example site condition:



Bid tabulation:

City of **Wyoming** Michigan

TABULATION OF BIDS
CROSSWALK IMPROVEMENT PROJECT
OPENED BY THE CITY CLERK ON JUNE 7, 2022 AT 11:00 A.M. O'CLOCK

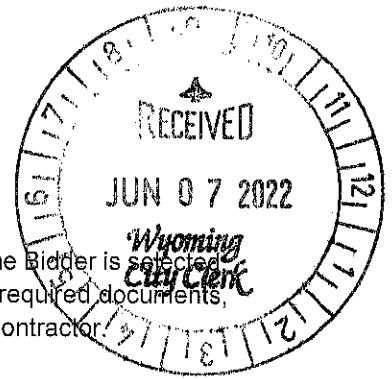
Item Description	Estimated Quantity	Gallagher Asphalt Corp.	
		Unit Price	Total
Mobilization	1	\$ 5,500.00	\$ 5,500.00
Minor Traffic Control	1	\$ 2,500.00	\$ 2,500.00
Thermoplastic Pavement Markings	3700	\$ 25.00	\$ 92,500.00
Grand Total:		\$100,500.00	

The total cost for this project, including contingency, will be financed out of Community Development Block Grant (CDBG) and Public Works (PW) account numbers:

- | | | | | |
|----|------|-----------------------|----------|-------------------------|
| a. | CDBG | 256-400-69221-975.000 | \$50,000 | Grant 2020/2021 Capital |
| b. | CDBG | 256-400-69222-975.000 | \$50,550 | Grant 2021/2022 Capital |
| c. | PW | 202-441-47400-930.000 | \$10,000 | Repairs and Maintenance |

CONTRACT FORM

Page 1 of 2



This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for 2021 Crosswalk Improvement Project.

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

“Contract Documents” means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

“Contractor” means:

Gallagher Asphalt Corporation

LEGAL NAME OF COMPANY

(same as above)

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

Corporation, Delaware

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

18100 South Indiana Avenue

ADDRESS

Thornton

CITY

IL

STATE

60476

ZIP CODE

“Effective Date” means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows: None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

CONTRACT FORM, CONTINUED

Page 2 of 2

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Approved as to form:

Scott G. Smith, City Attorney

Contractor

By: _____
Signature of Bidder

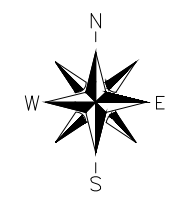
Jonathan P. Gallagher
Printed Name of Bidder

Vice President
Title

Date signed: 6/7/2022

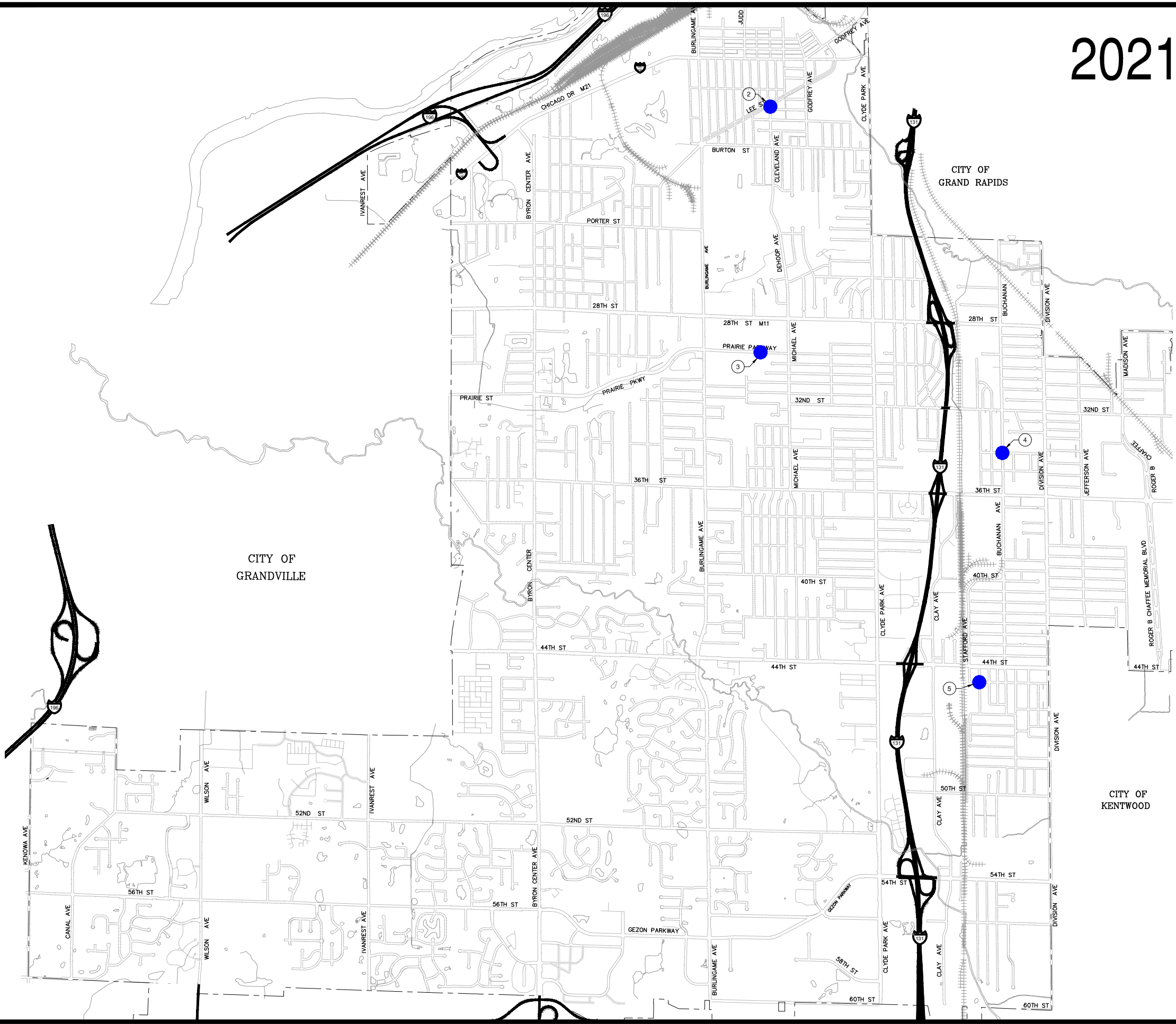


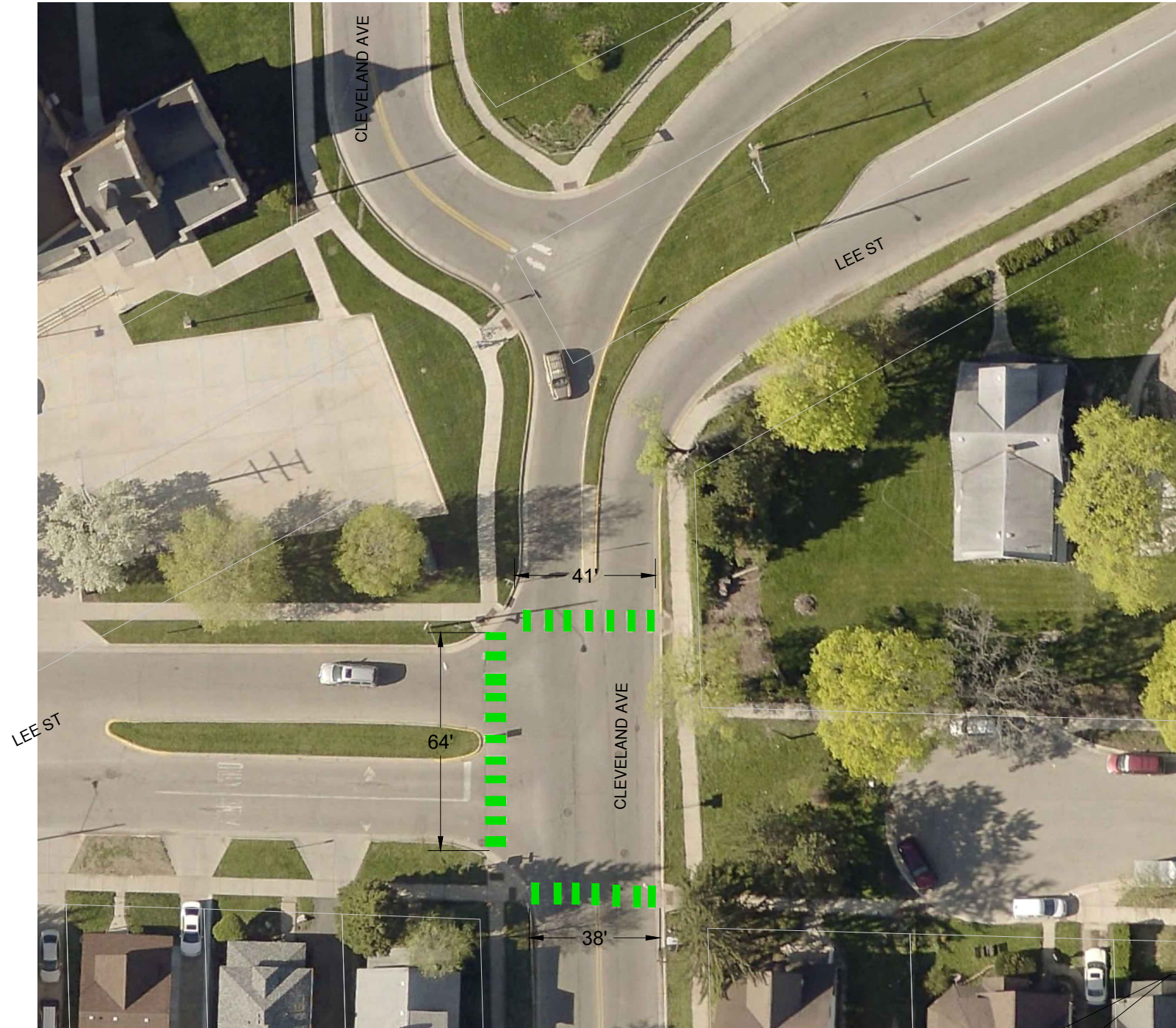
2021 CROSSWALK PROJECT



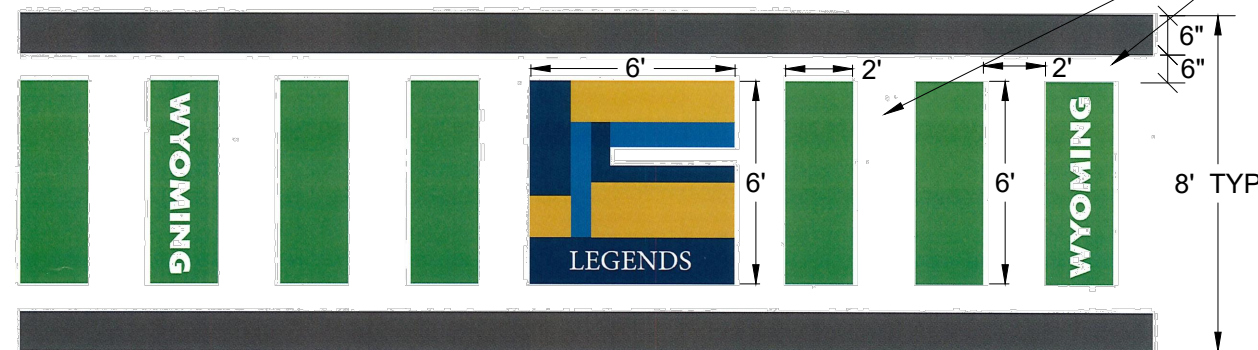
INDEX OF SHEETS

- 1 COVER SHEET
- 2 CLEVELAND AVE & LEE ST
- 3 PRAIRIE PARKWAY AT HIGH SCHOOL
- 4 BUCHANAN AVE & 34th ST
- 5 MAGNOLIA AVE & FARNHAM ST



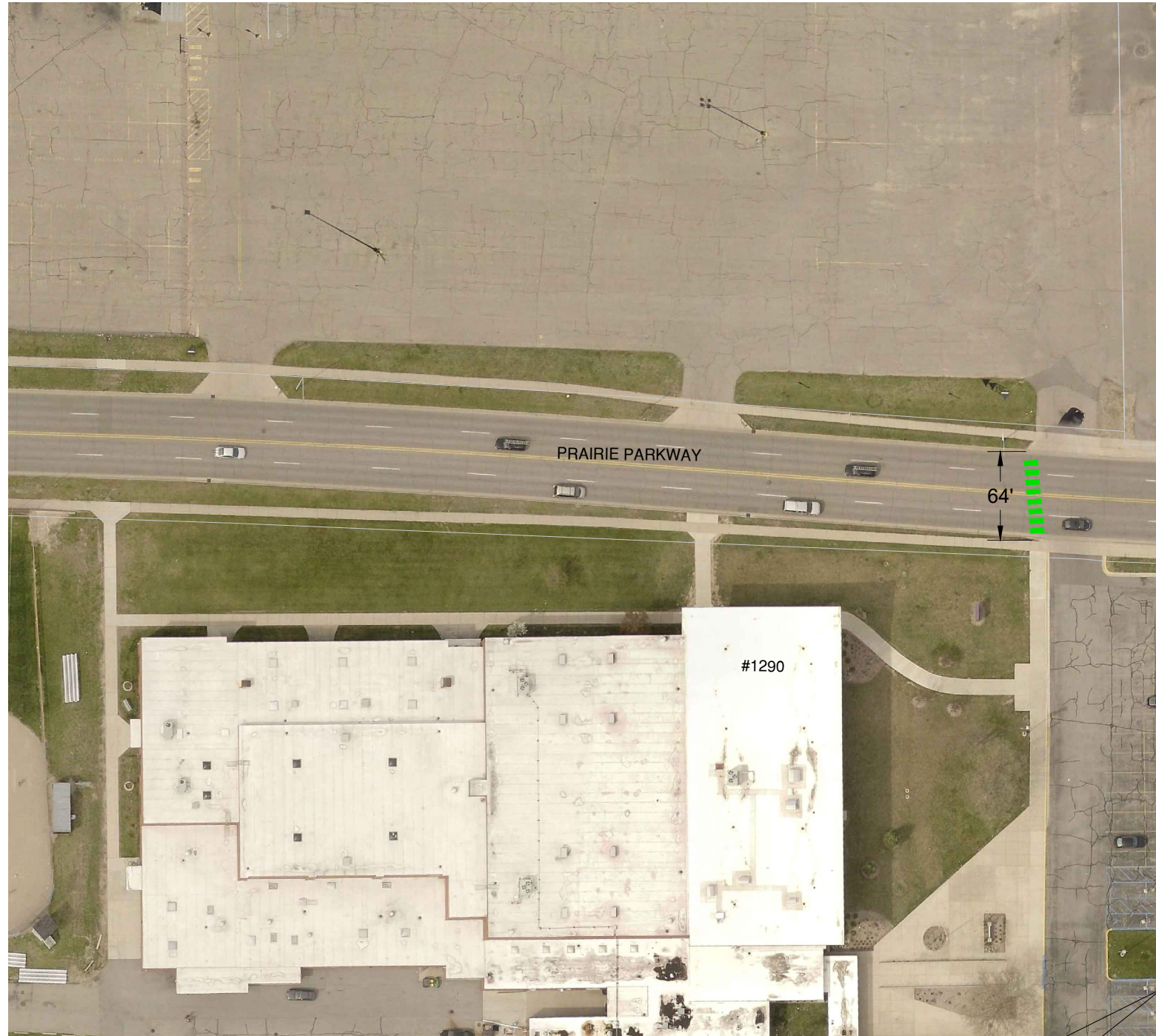


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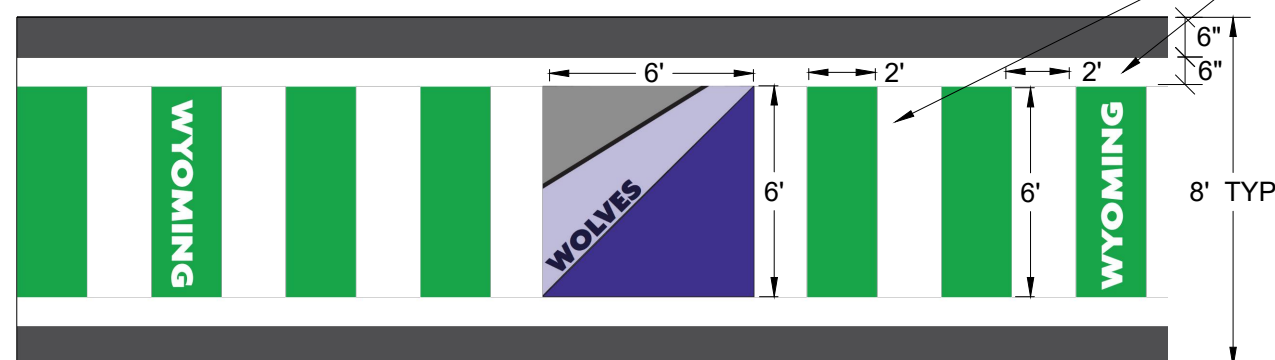


CLEVELAND AVE & LEE ST

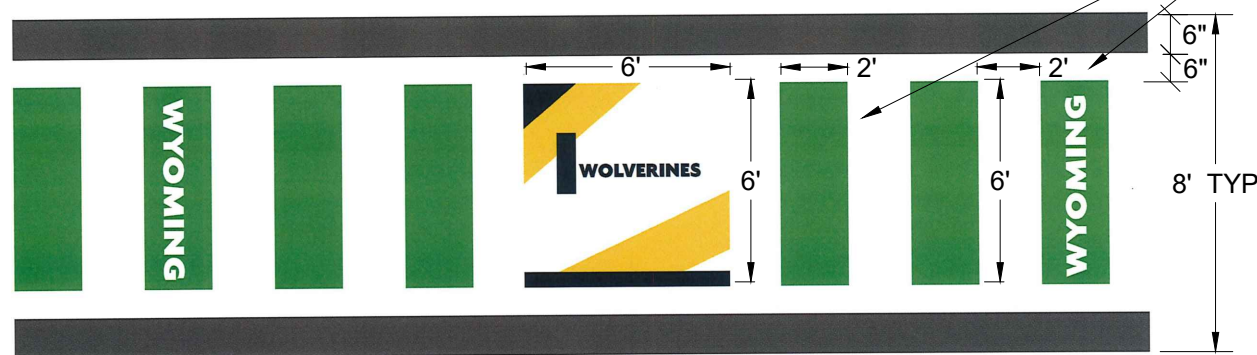
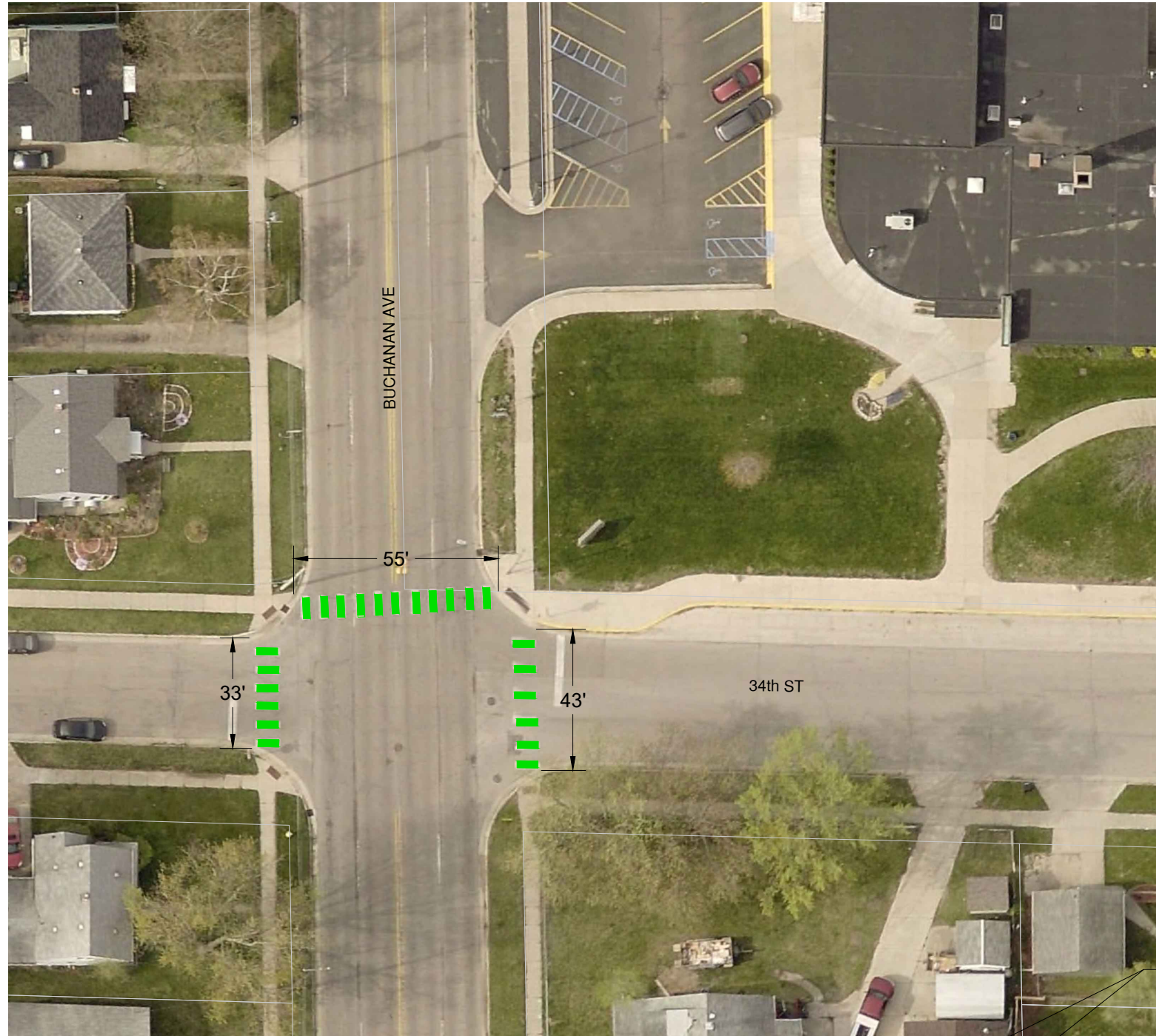
CITY OF WYOMING ENGINEERING DEPARTMENT WYOMING, MICHIGAN				
2021 CROSSWALK PROJECT GODFREY LEE CLEVELAND AVE AT LEE ST				
SCALE: VERT. 1" = NA	ELECTRIC	GAS	TELEPHONE	CABLE TV
HORIZ. 1" = 150'				
SYSTEM NO.	CITY MANAGER			
SA. NO.	CITY ENGINEER			
DRAWN BY KJM	DESIGN ENGINEER			
DESIGNED BY JJO				
CHECKED BY JJO				
1/4 SEC. NO.				
DATE DRAWN September 2021	FILE NO.			2



WHITE MATERIAL SHALL BE REFLECTIVE (TYP)



CITY OF WYOMING ENGINEERING DEPARTMENT WYOMING, MICHIGAN			
2021 CROSSWALK PROJECT WYOMING PRAIRIE PARKWAY			
AT #1290			
SCALE: VERT. 1" = NA	ELECTRIC	GAS	TELEPHONE
HORIZ. 1" = 150'			CABLE TV
SYSTEM NO.	CITY MANAGER		
SA. NO.	CITY ENGINEER		
DRAWN BY KJM	DESIGN ENGINEER		
DESIGNED BY JJO			
CHECKED BY JJO			
1/4 SEC. NO.			
DATE DRAWN September 2021	FILE NO.		3

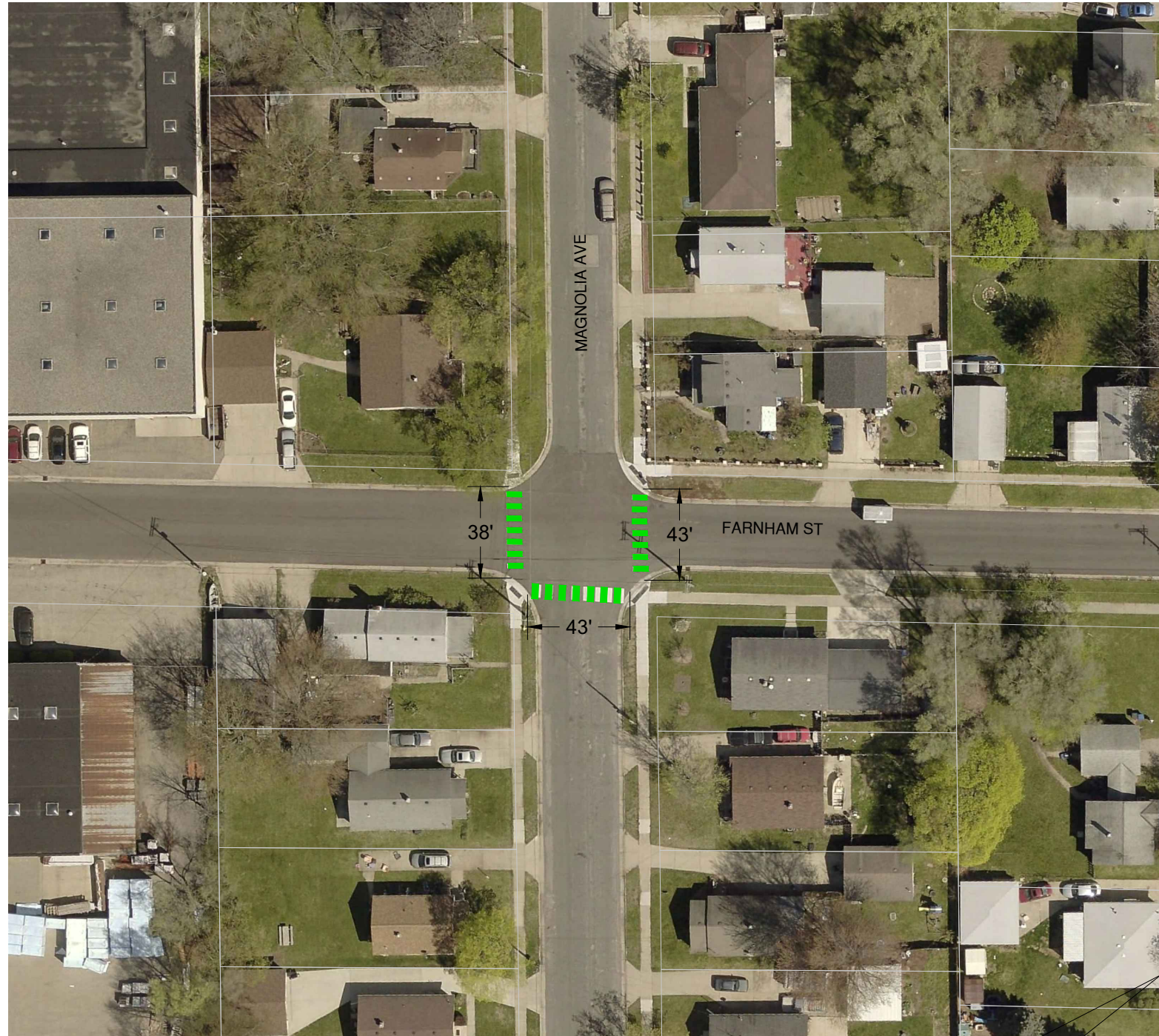


WHITE MATERIAL SHALL BE REFLECTIVE (TYP)

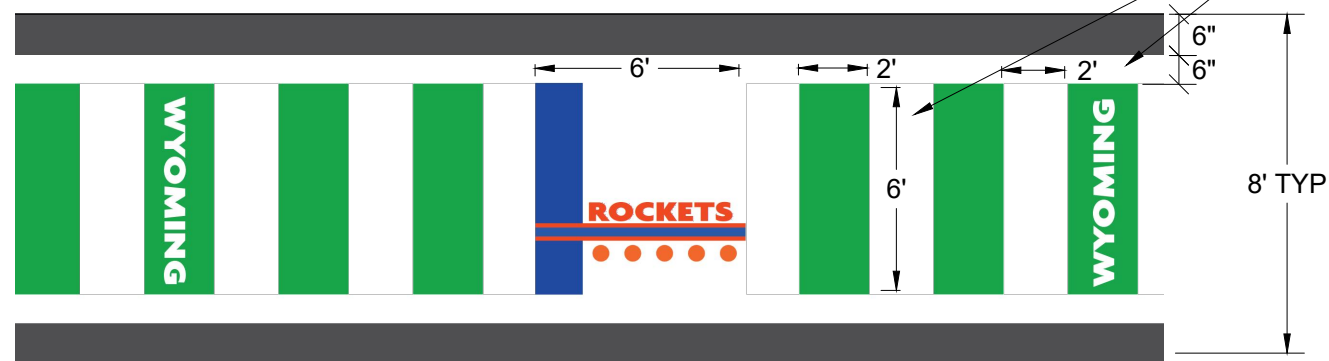


BUCHANAN AVE & 34th ST

CITY OF WYOMING ENGINEERING DEPARTMENT WYOMING, MICHIGAN				
2021 CROSSWALK PROJECT				
GODWIN BUCHANAN AVE AT 34th ST				
SCALE: VERT. 1" = 10'	ELECTRIC	GAS	TELEPHONE	CABLE TV
HORIZ. 1" = 150'				
SYSTEM NO.	CITY MANAGER			
SA. NO.	CITY ENGINEER			
DRAWN BY KJM	DESIGN ENGINEER			
DESIGNED BY JJO				
CHECKED BY JJO				
1/4 SEC. NO.				
DATE DRAWN September 2021	FILE NO.			4



WHITE MATERIAL SHALL BE REFLECTIVE (TYP)



CITY OF WYOMING ENGINEERING DEPARTMENT WYOMING, MICHIGAN				
2021 CROSSWALK PROJECT KELLOGGSVILLE MAGNOLIA AVE AT FARNHAM ST				
SCALE: VERT. 1" = NA	ELECTRIC	GAS	TELEPHONE	CABLE TV
HORIZ. 1" = 150'				
SYSTEM NO.	CITY MANAGER			
SA. NO.	CITY ENGINEER			
DRAWN BY KJM	DESIGN ENGINEER			
DESIGNED BY JJO				
CHECKED BY JJO				
1/4 SEC. NO.				
DATE DRAWN September 2021	FILE NO.			5

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK TO SIGN
THE PEDESTRIAN-BICYCLING BRIDGE DESIGN CONTRACT WITH PROGRESSIVE
AE, PEDESTRIAN-BICYCLING BRIDGE DESIGN CONTRACT WITH CONTECH
ENGINEERING, AND TRAIL DESIGN CONTRACT WITH PROGRESSIVE AE

WHEREAS:

1. The city seeks to construct two pedestrian bridges over 28th St SW (a west bridge near 28 W Place and Hook Ave SW, and an east bridge closer to the former Roger's Department Store site) and a system of existing and yet to be constructed pathways to make walking and bicycling connections to Pinery Park, City Hall, the 62-A District Court Building, Wyoming Senior Center, Wyoming Police Building, Grace Christian University, and other residences, neighborhoods, restaurants, retailers, and other businesses located in that general vicinity (together, the "City Center Project").
2. The city has applied for state and federal funding for the west bridge and for trail segments and believes its chances of obtaining that funding will be enhanced if the designs are completed so the projects are ready for bidding and construction.
3. The city also has deadlines to commit the use and use certain ARPA funds.
4. Progressive AE, Inc. and Contech Engineering, Professional Corporation submitted proposals for the bridge design and Progressive AE, Inc. also submitted a proposal for the trail design.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Pedestrian-Bicycling Bridge Design Contract with Progressive AE, Inc., the Pedestrian-Bicycling Bridge Design Contract with Contech Engineering, Professional Corporation, and the Trail Design Contract with Progressive AE, Inc. are approved in substantially the forms provided to the City Council and the Mayor and City Clerk are authorized and directed to sign them on the City's behalf. All City officers and employees are authorized and directed to take all actions needed to implement those agreements according to their terms.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contracts

Resolution No. _____

STAFF REPORT

Date: June 8, 2022
Subjects: 28 West Place Property Purchase and Development Agreement
From: Scott Smith, City Attorney
Nicole Hofert, Planning & Economic Development Director
Meeting Date: June 20, 2022

RECOMMENDATION:

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign the Pedestrian-Bicycling Bridge Design Contract with Progressive AE, Pedestrian-Bicycling Bridge Design Contract with Contech Engineering, and Trail Design Contract with Progressive AE.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved with the creation of a city center with improved pedestrian and cycling access to key community amenities.

Safety – Improvements to and over 28th St SW will improve pedestrian and bicycling safety.

Stewardship – Making the pedestrian/bicycling bridge and trail projects “shovel-ready” by completing the design work enhances opportunities to attract federal and state funding and is also a key to using ARPA funds within the deadlines for their use.

BUDGET IMPACT:

A benefit-cost analysis shows this city investment will significantly enhance the tax base in the city center area. We have not yet gotten responses to efforts to obtain federal and state funds, so the city budgetary impact is currently unknown. We anticipate use of ARPA funds to pay these expenses though state or federal grant funds might also be used if they become available.

DISCUSSION:

A key component to the city center project is the connection over 28th Street SW and additional segments of trails that will make the city center a hub for pedestrians and cyclists. This connection will enable pedestrians and cyclists to safely cross 28th Street SW, to access key community amenities (*e.g.*, Pinery Park, the WSC, city hall/justice center complex, KDL branch, Grace Christian University, and police building), retailers and service providers, restaurants, neighborhoods, churches, and other places on both sides of 28th Street SW. The trails will connect to various West Michigan trails providing access to Byron Center, Kentwood, Millennium Park, downtown Grand Rapids, and, ultimately, to the lakeshore.

These design contracts will provide the designs and bid packages for those improvements. Contech will design the 720-foot steel bridge span and will be paid within the purchase price of the bridge span when the city purchases that bridge span from Contech. If the city does not purchase the bridge span, Contech will be paid for the design services.

Progressive will design the bridge approaches, including the ramps and stairs. In a separate contract, Progressive will design the phase 1 trails. The phase 2 trails will be designed under a later contract.

Total cost of these contracts is \$433,300 (including wayfinding signage design) plus up to \$200,000 if the bridge span is not purchased.

PEDESTRIAN-BICYCLING BRIDGE DESIGN CONTRACT
PROGRESSIVE AE, INC.

This Pedestrian-Bicycling Bridge Design Contract is made as of as of June 21, 2022 (**Effective Date**) between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Progressive AE, Inc., a Michigan corporation of 1811 4 Mile Rd NE, Grand Rapids, MI 49525 (**Professional**).

RECITALS

- A. City wishes to construct an approximately 12-foot-wide ADA-compliant pedestrian and bicycling bridge over 28th Street SW approximately that is 720 feet in length, that will have artistic elements consistent with City's branding and lighting to serve as a welcome arrival in City's "city center," and that will connect to 450 feet of pathways generally in the location depicted in Exhibit A (**Bridge**).
- B. 28th Street SW is a state trunkline (M-11) under the jurisdiction and control of the Michigan Department of Transportation (**MDOT**) which must therefore approve all plans and specification for the Bridge and permit its installation and construction.
- C. Professional is a professional engineering and planning firm that provided a proposal, dated May 20, 2022 (**Proposal**), to, in collaboration with Contech Engineering, Professional Corporation, an Ohio professional corporation of 5 Concourse Pkwy, Ste 1900, Atlanta, GA 30328 (**Contech**), design the bridge and perform other professional services to enable its construction and installation beginning in Spring 2023.
- D. City wishes to engage Professional to perform those services in accordance with this Contract.

TERMS AND CONDITIONS

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

1. Professional will perform the professional services and provide the deliverables, subject to the limitations and exclusions detailed as follows:
 - A. Services include the full design of an elevated pedestrian bridge approximately 720-feet in length, in addition to 450-feet of trail at grade with incorporation of fill as needed to raise the grade, including landscape design and the design of special elements to ensure the final product is noteworthy.
 - B. Professional will engage Contech to design the bridge structure and City will contract separately with Contech for its work.
 - C. Professional will engage Materials Testing Consultants (**MTC**) for needed geotechnical expertise and will bill City for MTC's services at the costs and rates such services are invoiced to Professional (*i.e.*, without any markup or multiplier).
 - D. Professional will engage WSP USA, LLC, a Michigan limited liability company and affiliate of an international professional services firm, with several Michigan offices, headquartered at One Penn Plaza, 2nd Floor, 250 W 34th St, New York, NY 10119 (the registered Michigan address of which is The Corporation Company, 40600 Ann Arbor Rd E, Ste 201, Plymouth, MI 49170) (**WSP**) for peer review, assistance in working with MDOT, and other services as needed. Professional will bill City for WSP's services at the costs and rates such services are invoiced to Professional (*i.e.*, without any markup or multiplier).
 - E. The Services will be completed within 6 months, by the end of November 2022.
 - F. Professional will, in cooperation with City, coordinate with private utilities that have lines or services that may be affected by the construction, installation, use, operation, or maintenance of the Bridge and may need to be relocated to accommodate the Bridge, including, for example and without limitation, Consumers Energy, DTE, Comcast, AT&T, City's utilities (water, sanitary sewer, and storm sewer), T-Mobile, and others. Professional will also obtain needed approvals and permits from MDOT and/or the United States Department of Transportation (**USDOT**).
 - G. The Services consist of the following specific tasks/elements. Anticipated meetings with City staff are included regularly throughout the project to ensure alignment in the project approach and design.
 1. Monthly coordination with MDOT and City (6 monthly meetings). The developers or owners of the property adjacent to the Bridge may be included in these meetings at City's discretion.
 2. Preliminary utility design.
 3. Geotechnical Investigations and recommendations (working with MTC).
 4. Topographic survey. (Any surveys needed for legal descriptions for property or easement acquisition will be billed separately and are not included in this contract.)
 5. Private utility relocation coordination, including communications with private utilities, preparing drawings showing locations for relocation of their lines and facilities, and attempts to schedule the relocations to accommodate Bridge constructions and installation.
 6. Preliminary road and landscaping design.
 7. Preliminary bridge and trail design, including stairs, ramps and other access to the Bridge structure (the Bridge structure will be designed by Contech).
 8. Preliminary electrical design, including any lighting and signals, emergency call/alarm systems, etc.
 9. Submitting plans to MDOT for preliminary permit review.
 10. Facilitating public input meeting on preliminary plans to meet MDOT and any other requirements.
 11. Produce biddable, final plans and specifications, cost estimate.
 12. Obtain MDOT and any other needed permits and approvals.

13. Final quality assurance and quality control.

H. The following are excluded from this Contract.

1. Professional will provide easement sketches to City as part of the design process, but City will negotiate the acquisition of property rights.
2. Design work on properties outside of the design influence of the Bridge or for the developer of the property on the south side of 28th Street are not included.
3. Contech will design the Bridge structure exclusive of any approaches (via ramp, stairs or other means) by a separate contract with City. Professional will coordinate with Contech. Both will engage WSP and MTC as needed. Both will coordinate with MDOT as needed.
4. Construction engineering/administration is not included in this proposal. As greater detail of the project is understood through the design process, Professional will provide City with a proposal for construction engineering and administration to support the work anticipated in the spring of 2023.

2. City will pay the Professional \$266,300 for the Services in accordance with the fee schedule attached as Exhibit B as modified by this Contract. Permit and plan review fees will be billed to City at the cost paid by Professional without any markups or multipliers.

A. A contingency in the amount of 3% of the cost of the Services is included for changes that may be required because of possible omissions, ambiguities, or inconsistencies in plans and specifications.

B. If any work is abandoned or suspended, Professional shall be paid for services performed prior to receipt of written notice from City of abandonment or suspension.

C. If City objects to any portion of an invoice from Professional, City will notify Professional in writing within 14 calendar days of receipt of the invoice detailing City's objection or concern. City will pay the portion of the invoice not in dispute in accordance with other payment terms of this Contract. Any dispute over invoiced amounts due which cannot be resolved within 14 calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within 30 calendar days in accordance with the dispute resolution provision of this Contract. Interest at 1.0% per month shall be paid by City on all disputed invoice amounts that are subsequently resolved in Professional's favor and shall be calculated on the unpaid balance from the due date of the invoice.

3. This Contract is subject to the terms and conditions attached as Exhibit C which are an agreed upon combination of City's and Professional's standard terms and conditions.

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

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

City of Wyoming

Progressive AE, Inc.

By: _____
Jack A. Poll, Mayor

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: June __, 2022

Date signed: June __, 2022

Approved as to form:

Scott G. Smith, City Attorney

EXHIBIT A
DEPICTION OF BRIDGE LOCATION

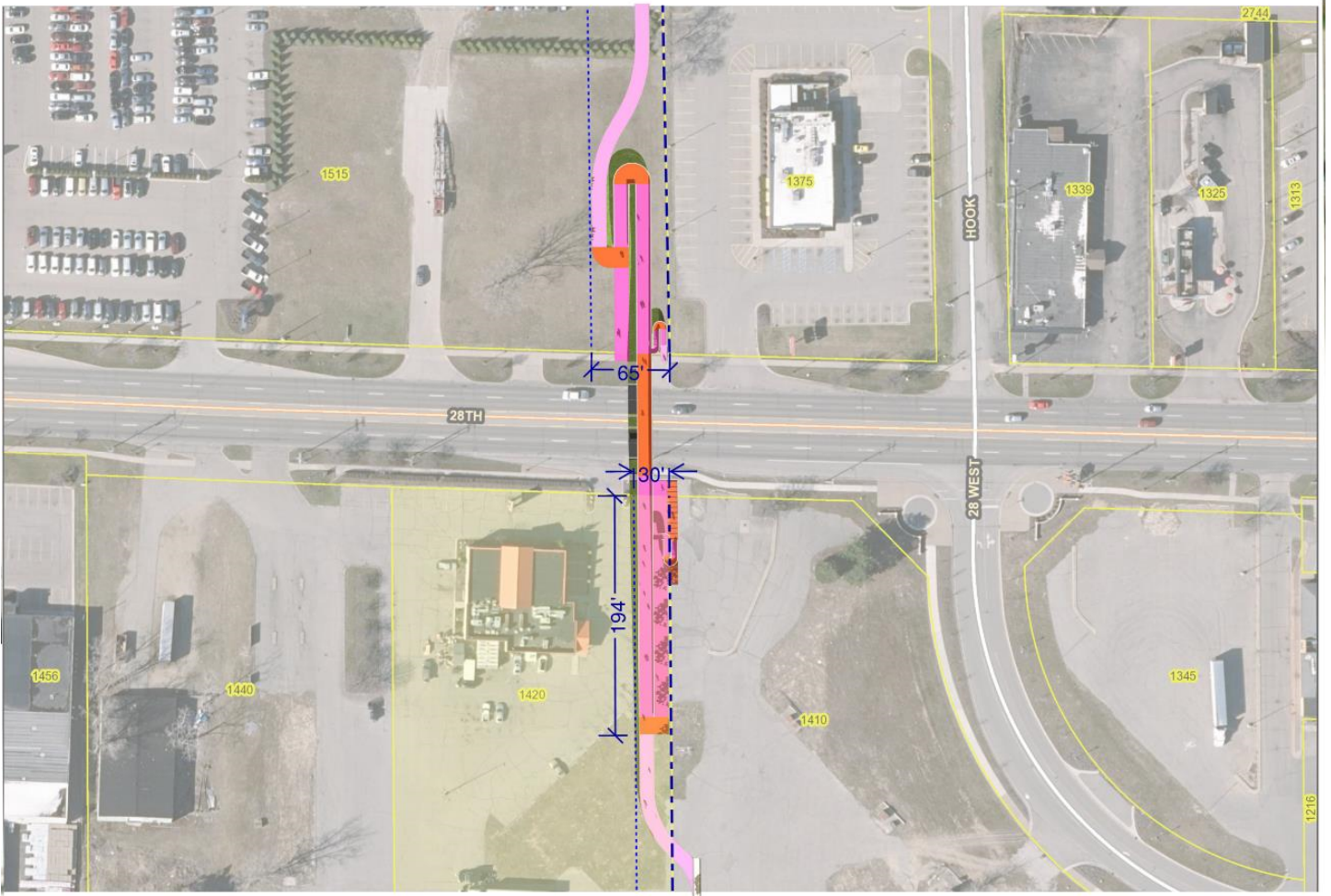


EXHIBIT B
FEE SCHEDULE



Schedule of Invoice Rates - 2022

Hourly Staff Charges

Class 10 Personnel:	Principals	\$245/hour
Class 9 Personnel:	Practice Leader, Directors	\$215/hour
Class 8 Personnel:	Senior Architect, Senior Engineer, Senior Project Manager	\$185/hour
Class 7 Personnel:	Senior Project Manager, Senior Architect, Senior Interior Designer, Senior Engineer, Senior Scientist	\$160/hour
Class 6 Personnel:	Construction Superintendent, Engineer II, Project Manager II, Senior Construction Administrator, Senior Technician	\$145/hour
Class 5 Personnel:	Architect II, Construction Administrator, Design Architect I, Engineer II, Project Manager I, Senior Interior Designer, Senior Technician	\$130/hour
Class 4 Personnel:	Architect I, Construction Superintendent, Interior Designer II, Engineer I, GIS Technician, Planner I, Technician II	\$110/hour
Class 3 Personnel:	Executive Assistant, Field Scientist, Graduate Architect, Graduate Engineer, Interior Designer I, Technician I	\$ 90/hour
Class 2 Personnel:	Graduate Interior Designer, Graduate Architect, Project Assistant	\$ 75/hour
Class 1 Personnel:	Interns	\$ 60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 58.5¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

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

STD RATE

January 21, 2022

Progressive AE

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

EXHIBIT C
CONTRACT TERMS AND CONDITIONS

1. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
2. **Grant Compliance.** City is seeking various grants, including for example and without limitation, grants from MDOT, USDOT, the Michigan Department of Natural Resources, the Michigan Economic Development Corporation, and other state and federal agencies, along with possible grants from foundations or other philanthropic entities. Professional represents and promises that, will comply with all applicable grant agreement terms and conditions.
3. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and **Professional's personnel** (*i.e.*, Professional's members, directors, officers, employees, subcontractors, consultants or any others Professional engages or employs to perform any of the Services) have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
 - C. Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - E. Neither Professional nor any of Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Professional in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Professional will engage with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
 - F. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.
5. **Ethical Standards.** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
6. **Changed or Unknown Conditions.**
 - A. City will be responsible for furnishing Professional information identifying the type of all underground utilities and verifying their specific locations. Professional will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by City. City will approve of all locations of subsurface penetrations prior to them being made. City will be responsible for any liability or damages resulting from City's failure to comply with this provision.

B. If, during the term of this Contract, Professional becomes aware of any circumstances or conditions that were not originally contemplated by or known to Professional, then to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Contract, Professional may call for re-negotiation of appropriate portions of this Contract. Professional shall notify City of the changed conditions necessitating re-negotiation, and Professional and City shall promptly and in good faith enter into re-negotiation of this Contract to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Contract.

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

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

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

10. Risk Allocation.

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

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

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

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

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

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

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

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

14. Media and other Releases.

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

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

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

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

A. Because computer-aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, Professional reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. City may retain copies of the work performed

by Professional in CAD form. Release of electronic media will be by execution of Professional's Release of Electronic Media Request Form. Copies shall be for information and used by City for the specific purpose for which Professional was engaged. Said material shall not be used by City, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without Professional's express written permission. Any unauthorized modification or reuse of the materials shall be at City's sole risk, and City agrees to defend, indemnify, and hold Professional harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation.

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

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

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

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

19. Insurance. Professional must maintain the following insurance:

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

Upon City request, Professional will provide to City's Purchasing Department copies of certificates of insurance, policies, and endorsements.

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

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

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

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

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

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

C. If the matter is not resolved by mediation, the parties shall have all other remedies legally available to them. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

25. General Terms.

- A. The captions are for reference and will not affect the interpretation of these terms and conditions.
- B. The contract is made in Kent County, Michigan. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- C. Reference by office to any City officer includes that City officer's designee(s).

PEDESTRIAN-BICYCLING BRIDGE DESIGN CONTRACT
CONTECH ENGINEERING, PROFESSIONAL CORPORATION

This Pedestrian-Bicycling Bridge Design Contract is made as of as of June 21, 2022 (**Effective Date**) between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Contech Engineering, Professional Corporation, an Ohio professional corporation of 5 Concourse Pkwy, Ste 1900, Atlanta, GA 30328 (**Professional**).

RECITALS

- A. City wishes to construct an approximately 12-foot-wide ADA-compliant pedestrian and bicycling bridge over 28th Street SW approximately that is 720 feet in length, that will have artistic elements consistent with City's branding and lighting to serve as a welcome arrival in City's "city center," and that will connect to 450 feet of pathways generally in the location depicted in Exhibit A (**Bridge**).
- B. 28th Street SW is a state trunkline (M-11) under the jurisdiction and control of the Michigan Department of Transportation (**MDOT**) which must therefore approve all plans and specification for the Bridge and permit its installation and construction.
- C. Professional is a professional engineering and planning firm that provided a proposal, dated May 9, 2022 (**Proposal**), to, in collaboration with Progressive AE, Inc., a Michigan corporation of 1811 4 Mile Rd NE, Grand Rapids, MI 49525 (**Progressive**), design the bridge and perform other professional services to enable its construction and installation beginning in Spring 2023.
- D. City wishes to engage Professional to perform those services in accordance with this Contract.

TERMS AND CONDITIONS

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

1. Professional will perform the professional services and provide the deliverables, subject to the limitations and exclusions detailed as follows (**Services**):

A. Professional will provide written plans and specifications signed and sealed by a Professional Engineer registered in Michigan that include the following:

1. A 720-foot long by 12-foot wide (clear width) pedestrian and bicycling pathway bridge structure (**Bridge Span**) submittal package in accordance with the drawings and information provided.
 - a. Stamped submittal package will include structure drawings and structural calculations for internal review & approval.
 - b. Structure erection drawing package for inclusion in bidding documents for contractor review.
 - c. The Services do not include any engineering services related items such as foundation, pier, approach, grading, utility, etc. Those services will be provided by Progressive. Professional will share its designs with Progressive to enable Progressive to integrate these elements with the Bridge Span.
2. The material cost for the structure product associated with the proposed engineering services is estimated to be **\$2,750,000**. This material estimate is preliminary and may change upon further refinement of the design and review of site parameters. The material estimate is based on material costs as of May 2022 and is subject to change at the time of final quote or order.
3. The Bridge Span will be designed in accordance with the MDOT Type 1 design for Prefabricated Steel Pedestrian Structures, and current AASHTO standards for Pedestrian Bridges.
4. The Bridge Span will be designed with a bottom chord elevation 14.5 ft above finished roadway grade as determined by Progressive.
5. The Bridge Span will be designed with multiple ASTM A847/A588/A500 spans, MDOT 3-coat paint system and a concrete deck. Professional will assist in design efforts to incorporate custom paneling, lighting, signage, utility, or other types of customizations to meet City's branding and other aesthetic considerations.

B. City will provide Professional with full information regarding the Bridge's design requirements, including but not limited to project plans (including drainage, grading, and utility plans) and specifications, site topography data, special structural or loading requirements, geotechnical report and soil boring data, hydrological and flood plain data, hydraulic sizing, scour analysis, and any special owner/governing agency requirements. City shall make available in a timely manner at no charge to Professional all drawings, technical data, measurements, or other information and resources reasonably required by Professional for the performance of the Services. City will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by City.

C. Professional is not responsible for any permitting, installation or construction activities or services of any kind, shoring design, shoring means and methods, inspections, investigations, reports, or data unless specifically provided in Professional's Services above. However, Professional will provide the plans and specifications in a format meeting and with content that meets MDOT's design requirements as stated above.

1. Progressive will engage WSP USA, LLC, a Michigan limited liability company and affiliate of an international professional services firm, with several Michigan offices, headquartered at One Penn Plaza, 2nd Floor, 250 W 34th St, New York, NY 10119 (the registered Michigan address of which is The Corporation Company, 40600 Ann Arbor Rd E, Ste 201, Plymouth, MI 49170) (**WSP**) for peer review, assistance in working with MDOT, and other services as needed. This will include review and comment on Professional plans and specifications.
2. Progressive will engage Materials Testing Consultants (**MTC**) for needed geotechnical expertise and share any relevant information with Professional.

D. It is anticipated that design will commence upon acceptance of this proposal and receipt of the project information listed above. Professional anticipates design services and deliverables will be provided 8-10 weeks from commencement of work. The drawings will be subject to one review by City and Progressive. Revisions required due to errors or omissions in Professional's plans and specifications will be completed under this scope of Services. Further revisions or changes to the scope of Services described will be subject to additional fees.

2. Professional's compensation will be paid as part of the cost of the Bridge Span if City purchases from and through the contractor awarded the Bridge project (**Contractor**) the Bridge Span manufactured by Contech Engineered Solutions LLC (**Contech**) for the project once Contech finally determines and provides its written quote for the Bridge Span.

A. If City does not purchase or enter a binding contract to purchase the quoted Bridge Span or an equivalent product produced by Contech by October 30, 2022, City will pay Professional an engineering design fee of \$160,000 to \$200,000. As noted, the manufacture, supply and installation of the Bridge Span will be under a separate contract between City and Contractor for installation and under a separate contract between Contractor and Contech (or, if acceptable to Contech, between City and Contech) for manufacture and supply.

B. City may cancel or suspend or delay by more than 30 days an order for Services only upon written notice and payment to Professional of all labor, material, and other costs incurred by Professional prior to such notice plus 25% administrative charge as reasonable estimate of damages for cancellation, suspension or delay.

C. Professional's price for Services does not include applicable sales, use, or similar taxes, and standard payment terms are net 30 days. A late charge of 1.0% monthly (12.0% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and City shall be liable to Professional for all costs of collection, including without limitation reasonable attorneys' fees and court costs.

3. Professional is providing the Services provided only for the express purpose of obtaining the purchase and use of Contech's Bridge Span for City's Bridge project. Professional will grant a limited, non-exclusive license to copy and/or implement such drawings, designs, calculations, and deliverables only upon the purchase of the Bridge Span from Contech in connection with the Bridge project as described in the Recitals. Use of the Services with any other structure, manufacturer or project is strictly prohibited and voids any and all representations and warranties, express or implied, related to the Services. Professional expressly disclaims any and all liability related to use of the Services with any other structure, manufacturer or project. To the fullest extent permitted by applicable law, City will indemnify, defend, and hold harmless Professional and Professional's officers, directors, owners, employees, and agents from and against all claims, damages, losses, causes of action, suits, judgments, and expenses (including but not limited to reasonable attorney's fees) of any person or entity, to the extent arising out of City's use of the Services with any other structure, manufacturer, or project.

4. This Contract is subject to the terms and conditions attached as Exhibit B which are an agreed upon combination of City's and Professional's standard terms and conditions.

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

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

City of Wyoming

Contech Engineering, Professional Corporation

By: _____
Jack A. Poll, Mayor

By:  _____
Ryan Loeprich, Senior State Bridge Consultant

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: June __, 2022

Date signed: June __, 2022

Approved as to form:

Scott G. Smith, City Attorney

EXHIBIT A
DEPICTION OF BRIDGE LOCATION

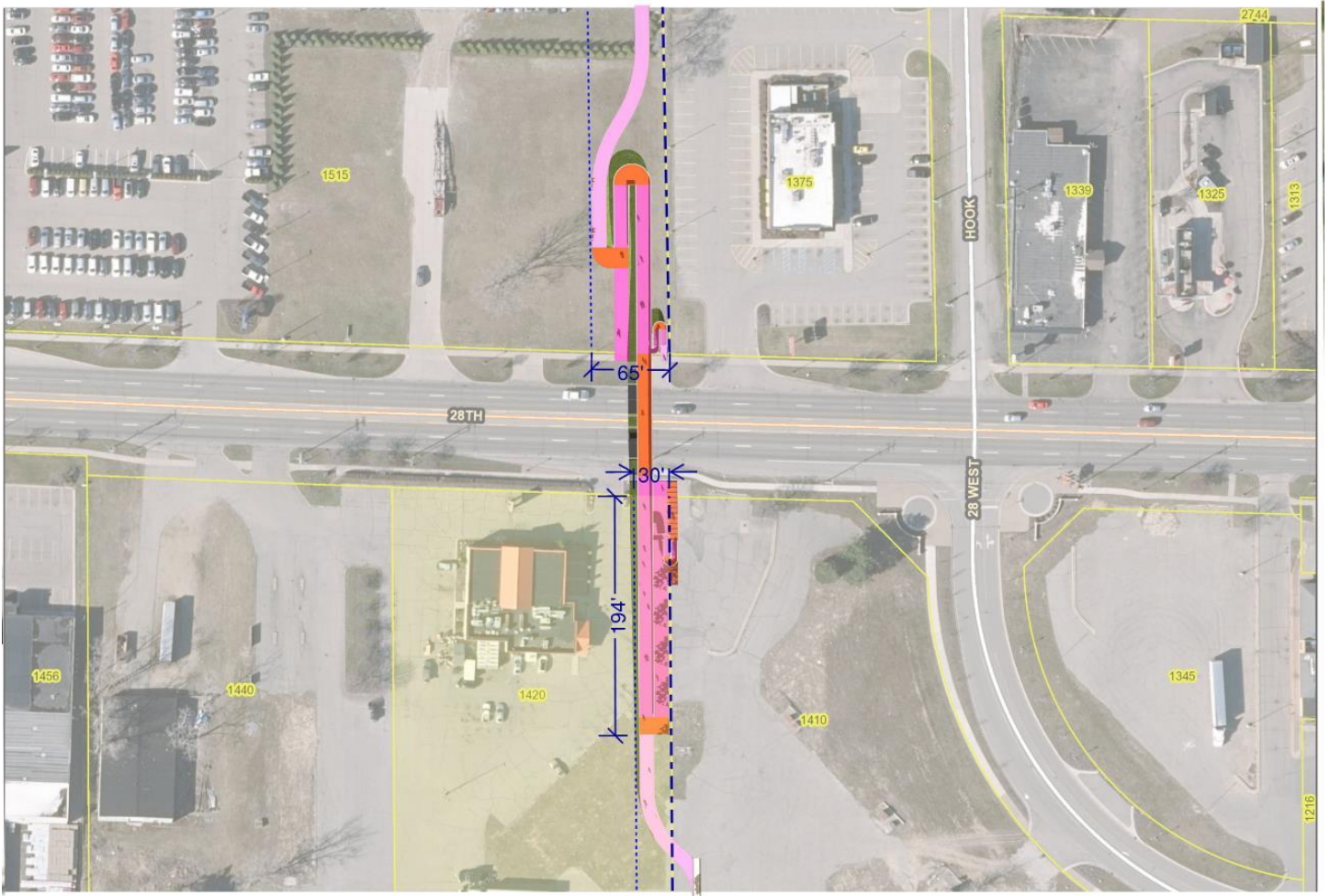


EXHIBIT B
CONTRACT TERMS AND CONDITIONS

1. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
2. **Grant Compliance.** City is seeking various grants, including for example and without limitation, grants from MDOT, USDOT, the Michigan Department of Natural Resources, the Michigan Economic Development Corporation, and other state and federal agencies, along with possible grants from foundations or other philanthropic entities. Professional represents and promises that, will comply with all applicable grant agreement terms and conditions.
3. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and **Professional's personnel** (*i.e.*, Professional's members, directors, officers, employees, subcontractors, consultants or any others Professional engages or employs to perform any of the Services) have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Except as disclosed in a letter from Professional to City's attorney dated 6/7/2022, neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
 - C. Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - E. Neither Professional nor any of Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Professional in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Professional will engage with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
 - F. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.
5. **Ethical Standards.** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
7. **Delays.** Professional shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage (by persons other than Professional's personnel), default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of Professional.
8. **Additional Services.** The Services are limited to those described in section 1 of this Contract. Additional services not specifically identified in Section 1 shall be billed to and paid for by City in addition to the fees previously stated, provided City authorizes such

additional services in writing. Professional will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

9. Standard of Care. Professional will provide the Services in a manner consistent with that level of care ordinarily and normally exercised by licensed engineers practicing in Michigan. However, due to the nature of the Services being provided, Professional cannot fully guarantee the success of City's project. Professional warrants the Services only to the extent needed to obtain MDOT approvals and permits for the Bridge project and the Bridge Span is acquired from Contech for the Bridge project as provided in section 2 of this Contract. Professional otherwise makes no warranties or guarantees, whether express, implied, or statutory, regarding or relating to the Services furnished under this Agreement and Professional otherwise specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the Services.

10. Risk Allocation.

A. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii), if the Bridge Span is acquired from Contech for the Bridge project and it is installed in accordance with Professional's plans, specifications, and installation requirements, injuries or property damage (including to the Bridge) to the extent occurring as a result of Professional's negligent acts, errors or omissions.

B. Professional's liability to City for lawsuits against City by others for injuries or property damage for which Professional is responsible pursuant to Section 10A(iii) is limited to \$2 million.

C. Professional's liability to City for costs reasonably incurred by City to repair, replace, improve, or remove the Bridge due to Professional's negligent acts, errors, or omissions is limited to the purchase price of the Bridge Span received by Contech for the Bridge project.

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

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

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

14. Media and other Releases.

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

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

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

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

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

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

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

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

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

19. Insurance. Professional must maintain the following insurance:

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

Upon City request, Professional will provide to City's Purchasing Department copies of certificates of insurance, policies, and endorsements.

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

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

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

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

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

C. If the matter is not resolved by mediation, the parties shall have all other remedies legally available to them. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

25. General Terms.

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

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

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

TRAIL DESIGN CONTRACT
PROGRESSIVE AE, INC.

This Pedestrian-Bicycling Trail Design Contract is made as of as of June 21, 2022 (**Effective Date**) between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Progressive AE, Inc., a Michigan corporation of 1811 4 Mile Rd NE, Grand Rapids, MI 49525 (**Professional**).

RECITALS

- A. City wishes to construct an approximately 3 miles of ADA-compliant pedestrian and bicycling trails facilitating pedestrian connectivity to the developing “city center” as generally depicted as trails numbered 1, 3, 4, and 5 in Exhibit A (**Trails**).
- B. Professional is a professional engineering and planning firm that provided a proposal, dated May 20, 2022 (**Proposal**), to design the trails and perform other professional services to enable trail construction beginning in Spring 2023.
- C. City wishes to engage Professional to perform those services in accordance with this Contract.

TERMS AND CONDITIONS

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

1. Professional will perform the professional services and provide the deliverables, subject to the limitations and exclusions detailed as follows:

A. Services include the full design of the following 4 trails ranging from approximately 1,800-feet to 1.8-miles in length. Each trail (the numbers are references to the numbers provided on Exhibit A) has unique qualities from being proposed alongside a road, to the terrain surrounding Hook Tower, as well as Consumers Energy’s property.

- 1. City Center Trail #1 (Hom Flats to Kent Trails) is approximately 1.8-miles in length. Right-of-way (ROW) constraints present a challenge. It may be possible via a “road diet” with a designated bike lanes or a separated trail to address this constraint.
- 2. City Center Trail #3 (Pinery Park to Hook Avenue) is approximately 1,800-feet in length. Significant grade changes from Hook Avenue to Pinery Park (about 40-feet), the Hook Water Tower foundation, retaining wall needs, and impacts to City Public Works operations present design challenges. We have partnered with Materials Testing Consultants (**MTC**) for geotechnical expertise on this stretch of trail and their fees are included in our total cost.
- 3. City Center Trail #4 (Pinery Park to Porter Street) is approximately 2,400-feet in length. Easements or other property rights are needed at GM Components Holdings LLC/Consumers Energy property that may also necessitate parking lot reconfiguration.
- 4. City Center Trail #5 (Pinery Park to Grace Christian University) is approximately 2,500-feet in length. Use of Consumers Energy right-of-way is anticipated.

B. Because of the design challenges, right-of-way issues, and other concerns, this work will be accomplished in 6 tasks as follows. Anticipated meetings with City staff are included in each task to ensure alignment in the project approach and recommendations. Plans will include bid packages with plans, specifications and technical requirements in a form and content acceptable to City.

Task 1: Project Kick-off and Conceptual Design.

- a. Kick-off meeting.
- b. Data collection and as-needed survey for conceptual layouts.
- c. Conceptual design for each trail will include:
 - i. Two (2) concept layouts
 - ii. Conceptual costs
 - iii. Recommendation
- d. Meeting with City staff to discuss concepts (assume 2 meetings).

Task 2: City Center Trail #1 (10-foot wide, approximately 1.8-miles long).

- a. Full topographic survey.
- b. Prepare 30% plans and estimate.
- c. Easement and property acquisition descriptions.
- d. Permit applications.
- e. Final plans, estimate, and specifications to City.
- f. Meetings at 30%, 60%, and 90% plans.

Task 3: City Center Trail #3 (16-foot wide, approximately 1,800-foot long).

- a. Geotechnical report, findings, and retaining wall recommendations (MTC).
- b. Full topographic survey.
- c. Prepare 30% plans and estimate.
- d. Easement and property acquisition descriptions.

- e. Permit applications.
- f. Final plans, estimate, and specifications to City.
- g. Meetings at 30%, 60%, and 90% plans.

Task 4: City Center Trail #4 (10-foot wide, approximately 2,400-foot long).

- a. Full topographic survey.
- b. Prepare 30% plans and estimate.
- c. Easement and property acquisition descriptions.
- d. Permit applications.
- e. Final plans, estimate, and specifications to City.
- f. Meetings at 30%, 60%, and 90% plans.

Task 5: City Center Trail #5 (10-foot wide, approximately 2,500-foot long).

- a. Full topographic survey.
- b. Consumers Energy coordination.
- c. Prepare 30% plans and estimate.
- d. Easement and property acquisition descriptions.
- e. Permit applications.
- f. Final plans, estimate, and specifications to City.
- g. Meetings at 30%, 60%, and 90% plans.

Task 6: Public Engagement.

- a. Presentation preparation.
- b. Community engagement at 60% plans (assume 2 meetings for all trail designs).

- C. Professional will engage Materials Testing Consultants (**MTC**) for needed geotechnical expertise and will bill City for MTC's services at the costs and rates such services are invoiced to Professional (*i.e.*, without any markup or multiplier).
- D. The Services will be completed within 6 months, by the end of November 2022.
1. Professional will provide easement sketches to City as part of the design process, but City will negotiate the acquisition of property rights.
 2. Construction engineering/administration is not included in this proposal. As greater detail of the project is understood through the design process, Professional will provide City with a proposal for construction engineering and administration to support the work anticipated in the spring of 2023.
2. City will pay Professional compensation as follows:
- A. City will pay Professional \$157,000 including reimbursable expenses, which are anticipated to be an additional \$2,300, and will be billed according to the schedule of invoice rates attached as Exhibit B, to be invoiced and paid as follows:
- | | | | |
|--|----------|------------------------------|----------|
| Task 1 Project Kick-off and Conceptual Design: | \$17,800 | Task 4 City Center Trail #4: | \$24,100 |
| Task 2 City Center Trail #1: | \$35,300 | Task 5 City Center Trail #5: | \$28,200 |
| Task 3 City Center Trail #3: | \$42,100 | Task 6 Public Engagement: | \$7,200 |
- B. Wayfinding signage design is not included in these amounts. If City wishes Professional to design wayfinding signage City will pay professional an additional \$10,000 to provide 8-12 signs, meeting standard West Michigan Trail Network standards.
- C. A contingency in the amount of 3% of the cost of the Services is included for changes that may be required because of possible omissions, ambiguities, or inconsistencies in plans and specifications.
- D. If any work is abandoned or suspended, Professional shall be paid for services performed prior to receipt of written notice from City of abandonment or suspension.
- E. If City objects to any portion of an invoice from Professional, City will notify Professional in writing within 14 calendar days of receipt of the invoice detailing City's objection or concern. City will pay the portion of the invoice not in dispute in accordance with other payment terms of this Contract. Any dispute over invoiced amounts due which cannot be resolved within 14 calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within 30 calendar days in accordance with the dispute resolution provision of this Contract. Interest at 1.0% per month shall be paid by City on all disputed invoice amounts that are subsequently resolved in Professional's favor and shall be calculated on the unpaid balance from the due date of the invoice.
3. This Contract is subject to the terms and conditions attached as Exhibit C which are an agreed upon combination of City's and Professional's standard terms and conditions.
4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

Progressive AE, Inc.

By: _____
Jack A. Poll, Mayor

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: June __, 2022

Date signed: June __, 2022

Approved as to form:

Scott G. Smith, City Attorney

EXHIBIT A
DEPICTION OF TRAILS



EXHIBIT B
FEE SCHEDULE



Schedule of Invoice Rates - 2022

Hourly Staff Charges

Class 10 Personnel:	Principals	\$245/hour
Class 9 Personnel:	Practice Leader, Directors	\$215/hour
Class 8 Personnel:	Senior Architect, Senior Engineer, Senior Project Manager	\$185/hour
Class 7 Personnel:	Senior Project Manager, Senior Architect, Senior Interior Designer, Senior Engineer, Senior Scientist	\$160/hour
Class 6 Personnel:	Construction Superintendent, Engineer II, Project Manager II, Senior Construction Administrator, Senior Technician	\$145/hour
Class 5 Personnel:	Architect II, Construction Administrator, Design Architect I, Engineer II, Project Manager I, Senior Interior Designer, Senior Technician	\$130/hour
Class 4 Personnel:	Architect I, Construction Superintendent, Interior Designer II, Engineer I, GIS Technician, Planner I, Technician II	\$110/hour
Class 3 Personnel:	Executive Assistant, Field Scientist, Graduate Architect, Graduate Engineer, Interior Designer I, Technician I	\$ 90/hour
Class 2 Personnel:	Graduate Interior Designer, Graduate Architect, Project Assistant	\$ 75/hour
Class 1 Personnel:	Interns	\$ 60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 58.5¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

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

STD RATE

January 21, 2022

Progressive AE

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

EXHIBIT C
CONTRACT TERMS AND CONDITIONS

1. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
2. **Grant Compliance.** City is seeking various grants, including for example and without limitation, grants from MDOT, USDOT, the Michigan Department of Natural Resources, the Michigan Economic Development Corporation, and other state and federal agencies, along with possible grants from foundations or other philanthropic entities. Professional represents and promises that, will comply with all applicable grant agreement terms and conditions.
3. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and **Professional's personnel** (*i.e.*, Professional's members, directors, officers, employees, subcontractors, consultants or any others Professional engages or employs to perform any of the Services) have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
 - C. Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - E. Neither Professional nor any of Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Professional in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Professional will engage with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
 - F. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.
5. **Ethical Standards.** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
6. **Changed or Unknown Conditions.**
 - A. City will be responsible for furnishing Professional information identifying the type of all underground utilities and verifying their specific locations. Professional will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by City. City will approve of all locations of subsurface penetrations prior to them being made. City will be responsible for any liability or damages resulting from City's failure to comply with this provision.

B. If, during the term of this Contract, Professional becomes aware of any circumstances or conditions that were not originally contemplated by or known to Professional, then to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Contract, Professional may call for re-negotiation of appropriate portions of this Contract. Professional shall notify City of the changed conditions necessitating re-negotiation, and Professional and City shall promptly and in good faith enter into re-negotiation of this Contract to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Contract.

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

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

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

10. Risk Allocation.

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

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

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

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

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

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

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

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

14. Media and other Releases.

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

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

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

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

A. Because computer-aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, Professional reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. City may retain copies of the work performed

by Professional in CAD form. Release of electronic media will be by execution of Professional's Release of Electronic Media Request Form. Copies shall be for information and used by City for the specific purpose for which Professional was engaged. Said material shall not be used by City, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without Professional's express written permission. Any unauthorized modification or reuse of the materials shall be at City's sole risk, and City agrees to defend, indemnify, and hold Professional harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation.

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

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

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

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

19. Insurance. Professional must maintain the following insurance:

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

Upon City request, Professional will provide to City's Purchasing Department copies of certificates of insurance, policies, and endorsements.

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

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

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

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

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

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

C. If the matter is not resolved by mediation, the parties shall have all other remedies legally available to them. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

25. General Terms.

- A. The captions are for reference and will not affect the interpretation of these terms and conditions.
- B. The contract is made in Kent County, Michigan. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- C. Reference by office to any City officer includes that City officer's designee(s).

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM CARRIER & GABLE, INC. FOR
TRAFFIC SIGNAL EQUIPMENT AND ILLUMINATED STREET SIGNS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from Carrier & Gable, Inc. for the purchase of traffic signal equipment and illuminated street signs through June 1, 2023, for a total estimated annual amount of \$100,000.
2. Funds for the purchase are budgeted in account number 202-441-47400-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Carrier & Gable, Inc. for traffic signal equipment and illuminated street signs through June 1, 2023.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: June 8, 2022

Subject: Traffic Signal Equipment and Illuminated Street Signs

From: Russ Henckel, Assistant Director of Public Works

Meeting Date: June 20, 2022

RECOMMENDATION:

It is recommended the City Council accept a quote and authorize the purchase of traffic signal equipment and illuminated street signs from Carrier & Gable, Inc. through June 1, 2023.

COMMUNITY, SAFETY, STEWARDSHIP:

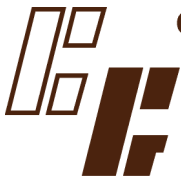
Continually maintaining and upgrading traffic signal equipment ensures that motorists and pedestrians are provided the most current safety features and efficiencies in Wyoming.

DISCUSSION:

Carrier & Gable, Inc. offers a wide variety of traffic signal equipment, including (but not limited to) boxes, circuit controllers, brackets, hardware, etc., and is the sole source provider in Michigan for this equipment.

BUDGET IMPACT:

It is expected that the City will purchase approximately \$100,000 of equipment for the year. Sufficient funds are available in the Major Street fund account number 202-441-47400-775.000.



CARRIER & GABLE, INC.

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX

www.carriergable.com

SALES QUOTE

Page: 1

Sales Quote WYOMING2022
Sales Quote Date: 5/19/2022
Expires On: 6/1/2023
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection: 2022 WYOMING ANNUAL
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 10				
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT		1	18,122.95	18,122.95
105-2340	CABINET M30 4PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		8		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBPL-		2		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	***** END of KIT *****				
	ITEM 11				
101ACP4416LSSPR	CABINET ASSY, P44 16PH MDOT		1	19,726.10	19,726.10
105-2341	CABINET P44 16PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBPL-		6		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
105-2620	BASE EXTENSION P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		



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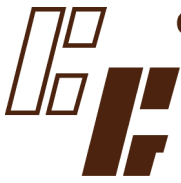
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Shipment Within: Intersection: 2022 WYOMING ANNUAL
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
157-1005	ANCHOR BOLT 3/4" X 39" X 3" ***** END of KIT *****		4		
	ITEM 12				
101ACM368P12LSITS	CABINET ASSY, M36, 8PH, 12LS WR ITS		1	20,480.45	20,480.45
105-2346	CABINET M36 8PH BIU WR MDOT ITS PGW POLE		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		12		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		4		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING ***** END of KIT *****		1		
	ITEM 13				
100-1000	C&G TECH SERVICES MISC		1	500.00	500.00
	ITEM 20				
101ACP4416LSSPR	CABINET ASSY, P44 16PH MDOT ITS		1	21,721.85	21,721.85
105-2343	CABINET P44 16PH BIU WR MDOT PGW ITS CMB		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		6		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
105-2620	BASE EXTENSION P44 MDOT GREY		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	**** END of KIT ****				
	ITEM 21				
101ACM368P12LS	CABINET ASSY, M36, 8PH, 12LS, WR		1	19,620.45	19,620.45
105-2345	CABINET M36 POLE 8PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
558-1000	DATAKEY, SKF5V4MB BLACK, SIEMENS		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		12		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		4		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	**** END of KIT ****				
	ITEM 30				
101ACM368P12LSITS	CABINET ASSY, M36, 8PH, 12LS WR ITS		1	20,480.45	20,480.45
105-2346	CABINET M36 8PH BIU WR MDOT ITS PGW POLE		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		



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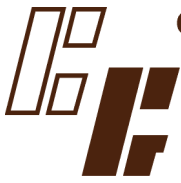
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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		12		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		4		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	***** END of KIT *****				
	ITEM 35				
160-4401	DETECTOR, 4 CH RACK ORACLE 4E		1	440.00	440.00
	ITEM 40				
105CABFDN	CABINET EXTENSION BASE/FDN ASSEMBLY		1	18.25	18.25
105-2620	BASE EXTENSION P44 MDOT GREY				
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
	***** END of KIT *****				
	ITEM 60				
101NF160	KIT, FLASHER CABINET EL240 STD 1 CIRCUIT		1	473.60	473.60
124-1011	FLASHER PANEL, 2 CKT FOR TC4000		1		
124-1000	CABINET, EL240 FLASHER TC4000 PG		1		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
103-3127	CABINET BRACKET, ALUMINUM		1		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	***** END of KIT *****				



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SALES QUOTE

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Sales Quote WYOMING2022
Sales Quote Date: 5/19/2022
Expires On: 6/1/2023
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
105-2312	ITEM 70 CONTROLLER, COBALT-C, EOS		1	3,237.00	3,237.00
105-2503	ITEM 75 D PANEL CONNECTOR ASSY, 60 POS, MDOT		1	254.00	254.00
	ITEM 80 DATA KEY - OBSOLETE				
92GPS	ITEM 81 GPS ANTENNA W/HARNESS		1	334.00	334.00
92-2000	GPS RECEIVER, GARMIN 19XHVS		1		
85-5030	CABLE, GPS TO SEPAC W/TERMINAL BLK V.2 ***** END of KIT *****		1		
173-3050	ITEM 82 TIME CLOCK, TR-4 GPS W/ GPS ANTENNA		1	790.00	790.00
173RTCGPSMDOT	ITEM 83 RTC MDOT GPS ASSEMBLY		1	251.15	251.15
100-1665	C&G TECH SVCS REDUCER NIPPLE FOR RTC		1		
100-1675	TERMINAL BLOCK, 4 POS MTD W/HDWR		1		
103-9050	TERMINAL COMPARTMENT, ALUM		1		
103-7636	BRACKET, 1-WAY ARM 12" BK36-B		1		
103-7658	FOOT, WD/STL 1.25" HOLE U1158 BLK .75" MH		1		
103-7616	PLUG, 1.25" FOR U1158 FOOT BLACK		1		
103-7865	BUSHING 1-1/4"-11-1/2 NPS WEF BLACK		1		



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	***** END of KIT *****				
160-2003	ITEM 90 MONITOR, 6 CH ENHANCED SSM-6LE W/FYA		1	865.00	865.00
160-2012	ITEM 100 MONITOR, 12 CH UPLOAD SSM-12LEC		1	1,087.00	1,087.00
160-2111	ITEM 110 MONITOR, TS2 MMU2-16LEIP		1	1,225.00	1,225.00
149-1001	ITEM 120 LOAD SWITCH I/O DISCRETE 200-OI		1	31.50	31.50
512-1001	ITEM 121 FILTER, CABINET 12"x16"x1"		1	4.85	4.85
166-1002	ITEM 130 FLASH TRANSFER RELAY MGCRAFT, 21XBXPL-120VAC		1	40.75	40.75
166-2981	ITEM 141 RELAY, SOLID STATE, SPST N.O. STRUTHERS 418AXXL		1	62.00	62.00
178-2980	ITEM 142 RELAY, SOLID STATE, SPST N.O. CRYDOM A2475		1	120.75	120.75
537-2022	ITEM 143 SURGE SUPPRESSOR, CABINET, SPD120K		1	228.70	228.70



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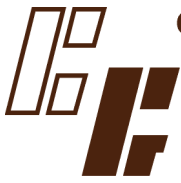
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
537-2023	BRACKET, FOR SPD120		1		
	ITEM 144				
537-2021	SURGE SUPPRESSOR, HESCO RLS DTW-12A		1	138.60	138.60
	ITEM 145				
110-3000	ARRESTOR, GAS TUBE 317B		1	34.30	34.30
	ITEM 150				
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1	31.50	31.50
	ITEM 160				
160-3000	POWER SUPPLY, 1.5 A RACK PS-175B		1	274.00	274.00
	ITEM 161				
460-2016	POWER SUPPLY, CABINET TS2 12VDC PS-200		1	382.00	382.00
	ITEM 170				
106-1000	PUSHBUTTON ISOLATOR, DCI-82-242		1	46.70	46.70
	ITEM 172				
158-1250	SURGE SUPPRESSOR, 120VAC, 1PHASE SHA-1250		1	276.00	276.00
	ITEM 173				
158-1251	BASE, HARDWIRE FOR SHA-1250- BASE-A		1	179.00	179.00
	ITEM 174				
460-2017	BUS INTERFACE UNIT, BIU700		1	344.00	344.00



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
85-5010	ITEM 200 CABLE, IFS/MDS TO EPAC/EPIC		1	36.00	36.00
135-1000	ITEM 210 CABLE, RADIO 3/8" 100 FT ROLL		1	125.00	125.00
126-3100	ITEM 220 POWER CABLE, CAMERA 6' NTSC		1	46.25	46.25
151-0138	ITEM 230 CABLE, OPTICOM MDL 138 (500 FT ROLL)		1	416.00	416.00
135-1001	ITEM 240 CONNECTOR, 3/8" CABLE		1	13.10	13.10
169-2000	ITEM 250 CABLE, VIDEO, 3C W/PWR 500 FT		1	1,114.00	1,114.00
110-1025	ITEM 251 CABLE, VERSICAM 500' ROLL IMSA 40-2		1	370.00	370.00
110-1022	ITEM 252 CABLE, VERSICAM 100' ROLL IMSA 40-2		1	74.00	74.00
169-2100	ITEM 260 CABLE, VIDEO, 3C W/PWR 1,000 FT		1	2,228.00	2,228.00



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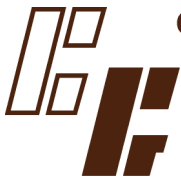
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
126-3001	ITEM 270 CONNECTOR, BNC W/RUBBER BOOT		1	6.25	6.25
85-5000	ITEM 280 CABLE, EPAC/EPIC/MARC TO PC		1	49.95	49.95
160LD	ITEM 290 DETECTOR WITH HARNESS KIT		1	295.75	295.75
160-301T	DETECTOR, 1 CH SHELF LMD301T		1		
160-1002	HARNESS, DETECTOR 10 PIN ***** END of KIT *****		1		
160LD4	ITEM 300 DETECTOR 4 CH. WITH HARNESS KIT		1	554.00	554.00
160-0304	DETECTOR, 4 CHANNEL SHELF, LDM304		1		
106-4010	HARNESS 19PIN FOR 4 CH DETECTOR ***** END of KIT *****		1		
160-4201	ITEM 310 DETECTOR, 2 CH RACK ORACLE 2E		1	313.00	313.00
160-4401	ITEM 320 DETECTOR, 4 CH RACK ORACLE 4E		1	440.00	440.00
160-301T	ITEM 330 DETECTOR, 1 CH SHELF LMD301T		1	234.00	234.00
	ITEM 340				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
160-0304	DETECTOR, 4 CHANNEL SHELF, LDM304		1	454.00	454.00
	ITEM 350				
108-NS10323	ISOLATION CARD FOR TC-26B,2 SLOT 4 CH		1	168.00	168.00
	ITEM 360				
108-1000	TC-30 DETECTOR MICROWAVE PRESENCE		1	562.50	562.50
	ITEM 361				
108-5100	INTERSECTOR INTERFACE BOARD TCIB-4.2		1	535.00	535.00
	ITEM 362				
108-5000	INTERSECTOR PRESENCE SNSR TC-CK1-SBE		1	5,209.00	5,209.00
	ITEM 363				
108-NS007252	ETHERNET CABLE EXTENDER (ECX)		1	800.00	800.00
	ITEM 370				
108-NS003284	ISOLATION CARD,TC-26B SENSOR PANEL MOUNTED		1	65.00	65.00
	ITEM 390				
126-1007	CAMERA, VANTAGE COLOR RZ4A-WDR-PAK		1	1,975.00	1,975.00
	ITEM 392				
126-1015	MODULE, VERSICAM RACK MOUNT		1	862.00	862.00
	ITEM 393				
126-1016	MODULE, VERSICAM SHELF MOUNT		1	1,008.00	1,008.00



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
126-1011	ITEM 394 VERSICAM, WIDE ANGLE COLOR FLEX		1	1,655.00	1,655.00
126-0500	ITEM 400 PROCESSOR, EDGE2 1 CAMERA INPUT		1	2,485.00	2,485.00
126-0600	ITEM 410 PROCESSOR, EDGE2 2 CAMERA INPUT DUAL		1	4,255.00	4,255.00
126-0700	ITEM 420 EXTENSION MODULE, 2 CHANNEL		1	407.00	407.00
126-0800	ITEM 430 EXTENSION MODULE, 4 CHANNEL		1	424.00	424.00
126-1510	ITEM 440 LENS ADJUST MODULE W/DISPLAY V.2		1	1,670.00	1,670.00
126-1004	ITEM 470 BRACKET, CAMERA MOUNT UNIVERSAL		1	213.25	213.25
103ABCAMERA	ITEM 480 BRACKET, ASTRO CAMERA MOUNT		1	234.60	234.60
103-9150	BRACKET, CAMERA MOUNT		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2074	TUBE, GUSSET 74" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		



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	***** END of KIT *****				
135-1003	ITEM 490 ANTENNA, YAGI DIRECTIONAL 12DB		1	334.50	334.50
135-1011	ITEM 500 ANTENNA, 8DB OMNI MAXRAD, W/BACKET		1	137.00	137.00
550-3000	ITEM 510 ANTENNA, RUBBER DUCK REVERSE TNC LARSEN		1	25.80	25.80
135-1013	ITEM 520 MOUNTING BRACKET, MMK9 FOR OMNI		1	20.80	20.80
517-1000	ITEM 530 LENS, SNOW SHIELD KIT,12" (NO GASKET)		1	58.50	58.50
105-8445	ITEM 531 VISOR, 12" VEH POLY CUTAWAY, YEL		1	12.00	12.00
105-4601	ITEM 540 HOUSING POLY 12" 1 SEC YY		1	43.75	43.75
105-8442	VISOR, 12" VEH POLY TUNNEL, YELLOW		1		
105-4602	ITEM 550 HOUSING POLY 12" 2 SEC YY		1	94.50	94.50
105-8442	VISOR, 12" VEH POLY TUNNEL, YELLOW		1		



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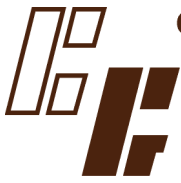
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105-4600	ITEM 560 HOUSING POLY 12" 3 SEC YY		1	142.00	142.00
105-8442	VISOR, 12" VEH POLY TUNNEL, YELLOW		1		
105-4618	ITEM 570 HOUSING POLY 12" 4 SEC YY		1	189.00	189.00
105-8442	VISOR, 12" VEH POLY TUNNEL, YELLOW		1		
105-4802X	ITEM 580 SIGNAL POLY 12" RYG YYY TNL		1	304.00	304.00
105-4803X	ITEM 590 SIGNAL POLY 12" R YA GA LED YYY TNL		1	311.50	311.50
105-4810X	ITEM 600 SIGNAL POLY 12" RED LED YYY TNL		1	117.25	117.25
105-4821X	ITEM 610 SIGNAL POLY 12" YEL LED YYY TNL		1	121.75	121.75
105-4803X	ITEM 620 SIGNAL POLY 12" R YA GA LED YYY TNL		1	311.50	311.50
105-4852X	ITEM 630 SIGNAL POLY 12" YA GA LED YYY TNL		1	220.25	220.25
105-4850X	ITEM 640 SIGNAL POLY 12" Y G LED YYY TNL		1	212.50	212.50



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105-4805X	ITEM 650 SIGNAL POLY 12" RA YA YA GA YYY TNL		1	422.25	422.25
132-1000X	ITEM 660 DIALIGHT LED 12" RED INSERT XL ITE		1	48.50	48.50
132-1002X	ITEM 661 DIALIGHT LED 12" RED ARROW INSERT ITE		1	52.00	52.00
132-2000X	ITEM 670 DIALIGHT LED 12" YEL INSERT XL ITE		1	51.00	51.00
132-3000X	ITEM 680 DIALIGHT LED 12" GRN INSERT XL ITE		1	47.90	47.90
132-2002X	ITEM 690 DIALIGHT LED 12" YEL AR INSERT ITE OD		1	53.00	53.00
132-3002X	ITEM 700 DIALIGHT LED 12" GRN AR INSERT ITE OD		1	51.00	51.00
103-7401	ITEM 701 PINNACLE, SIGNAL CLOSURE POLY YELLOW		1	4.35	4.35
103-4130EC	ITEM 710 BACKPLATE, 3 SEC, 1" REF, ECONOLITE		1	106.60	106.60
103-4130	BACKPLATE, 3 SEC, 1" REF, EAGLE SA		1	106.60	106.60



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	ITEM 711				
103-4136	BACKPLATE, 4 SEC SPLIT, 1" REF, EAGLE SA		1	120.75	120.75
103-4161EC	BACKPLATE, 4 SEC SPLIT, 1" REF, ECONOLITE		1	240.00	240.00
	ITEM 715				
103-4131	BACKPLATE, 4 SEC, 1" REF, EAGLE SA		1	109.50	109.50
103-4131EC	BACKPLATE, 4 SEC, 1" REF, ECONOLITE		1	109.50	109.50
	ITEM 716				
103-4180	BACKPLATE, SA 3 SEC, 1" REF, AEROFLEX		1	129.35	129.35
	ITEM 717				
103-4183	BACKPLATE, SA 4 SEC, 1" REF, AEROFLEX		1	150.50	150.50
	ITEM 718				
103-4181	BACKPLATE, SA 5 SEC DH, 1" REF, AEROFLEX		1	183.75	183.75
	ITEM 719				
103-4135	BACKPLATE, 3 SEC SPLIT, 1" REF, EAGLE SA		1	130.75	130.75
103-4160EC	BACKPLATE, 3 SEC SPLIT, 1" REF, ECONOLITE		1	116.75	116.75
	ITEM 720				
101TS12C6LED	1-WAY 5-COLOR 12"SWTS LED C6 DH		1	785.65	785.65
105-4850X	SIGNAL POLY 12" Y G LED YYY TNL		1		
105-4852X	SIGNAL POLY 12" YA GA LED YYY TNL		1		
105-4810X	SIGNAL POLY 12" RED LED YYY TNL		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		1		



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SALES QUOTE

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Sales Quote WYOMING2022
Sales Quote Date: 5/19/2022
Expires On: 6/1/2023
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-7426	BRACKET, 2W DOG HS BOTTOM STUD YELLOW		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 730				
103AB8446DHBO	ASTRO BRACKET DOG HOUSE ASSY BRKTS ONLY		1	389.60	389.60
103-2409	ARM KIT, 5 SEC DOG HOUSE ASSY		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 740				
103AB8446	ASTRO BRKT 84" BAND 46" TUBE		1	213.35	213.35
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	***** END of KIT *****				
	ITEM 750				
103AB3658	BRACKET,ASTRO 4 SECTION 12"		1	224.35	224.35
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2058	TUBE, GUSSET 58" ASTRO BRACKET		1		



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE ***** END of KIT *****		1		
103-7415	ITEM 760 BRACKET, 2-WAY SW 12" TOP BK15		1	172.00	172.00
103-7416	ITEM 770 BRACKET, 2-WAY SW 12" BOT BK16		1	25.25	25.25
103-7417	ITEM 780 BRACKET, 3-WAY SW 12" TOP BK17		1	273.75	273.75
103-7418	ITEM 790 BRACKET, 3-WAY SW 12" BOT BK18		1	97.75	97.75
103-7419	ITEM 800 BRACKET, 4-WAY SW 12" TOP BK19		1	300.00	300.00
103-7420	ITEM 810 BRACKET, 4-WAY SW 12" BOT BK20		1	98.00	98.00
101-7011	ITEM 820 SPAN WIRE CLAMP, KA63 UNF		1	30.00	30.00
103-7015	ITEM 830 BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1	74.15	74.15
	ITEM 840				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1	74.15	74.15
	ITEM 850				
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1	74.15	74.15
	ITEM 860				
103-7607	PIPE, CENTER 31" U-1516 BLK		1	27.50	27.50
	ITEM 870				
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1	9.00	9.00
	ITEM 890				
101-6801X	SIGNAL POLY 12" PED LED H/M FILLED ITE		1	206.25	206.25
	ITEM 900				
105-6815X	SIGNAL POLY 16" PED LED CD FILLED ITE		1	275.50	275.50
	ITEM 910				
132-6007X	DIALIGHT LED 12" PED H/M INSERT ITE		1	117.00	117.00
	ITEM 920				
146-1002	PUSHBUTTON, BULL DOG III YEL LATCH & MMTRY		1	87.00	87.00
	ITEM 930				
146-2001	ADAPTER, PUSHBUTTON WOOD YEL		1	22.10	22.10
	ITEM 931				
	146-3002 BLOCKED				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
146-3006	ITEM 932 CONTROL UNIT W/ENET, USB PORT, HDWR KIT		1	2,856.00	2,856.00
146-3110	ITEM 934 EZ CONFIGURATOR GREY CASE		1	370.00	370.00
103-1010	ITEM 940 SHAFT 10' SPUN ALUM.		1	279.00	279.00
103-1014	ITEM 950 SHAFT 14' SPUN ALUM.		1	388.75	388.75
103-1016	ITEM 960 SHAFT 16' SPUN ALUM.		1	444.50	444.50
103-1530	ITEM 970 BASE, SQUARE W/SET SCREW & LUG		1	215.25	215.25
157-1001	ITEM 980 ANCHOR BOLT 3/4" X 18" X 3"		1	13.75	13.75
103-7638	ITEM 990 BRACKET, 2-WAY 12" "T" BK38-B		1	178.75	178.75
103-7640	ITEM 1010 BRACKET, 16" 2-WAY STRAIGHT ARM BLK		1	146.25	146.25



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103-7606	ITEM 1020 BRACKET,2-W PT 12"BOT 14"BK06-B		1	173.25	173.25
103-7612	ITEM 1021 BRACKET, 2-W PT 12" TOP BK06Z-B		1	221.25	221.25
103-7647	ITEM 1030 BRACKET,2-W PT 12"TOP 14"BK47-B		1	76.00	76.00
103-7608	ITEM 1031 BRACKET, 1-W PT 12"TOP BK04Z-B		1	167.00	167.00
103-7636	ITEM 1040 BRACKET, 1-WAY ARM 12" BK36-B		1	76.35	76.35
103-7669	ITEM 1050 FOOT, 4" POLE (U1169) BLACK		1	17.00	17.00
103-7660	ITEM 1060 FOOT, WOOD POLE UJ60 BLK W/HOLE		1	46.75	46.75
103-7616	ITEM 1061 PLUG, 1.25" FOR U1158 FOOT BLACK		1	1.35	1.35
147-1003	ITEM 1070 LOOP SEALANT PLY PACK 1 LTR BLK		1	48.10	48.10
	ITEM 1080				



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147-1006	GUN, 1 LTR PLY PACK APPLICION PNEUMATIC		1	386.70	386.70
	ITEM 1090				
151-0762	PHASE SELECTOR, 2 CH 762		1	3,105.00	3,105.00
	ITEM 1100				
151-0764	PHASE SELECTOR, 4 CH 764		1	3,367.00	3,367.00
	ITEM 1110				
151-0511	DETECTOR, MDL 711, 1 CH., 1 DIR		1	575.00	575.00
	ITEM 1120				
151-0521	DETECTOR, MDL 721, 1 CH., 2 DIR		1	643.00	643.00
	ITEM 1130				
151-0522	DETECTOR, MDL 722, 2 CH., 2 DIR		1	891.00	891.00
	ITEM 1140				
103-0500	SPAN CLAMP, OPTICOM DETECTOR		1	16.00	16.00
	ITEM 1150				
151-0760	CARD RACK, W/ P1 HARNESS 760		1	382.00	382.00
	ITEM 1160				
151-792H	EMITTER, HIGH PRIORITY 792H		1	1,471.00	1,471.00
	ITEM 1170				
151-592R	SWITCH, 592R EMITTER W/RANGE CTL		1	212.50	212.50



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-7495	ITEM 1180 MINI-BRAC FOR OPTICOM SENSOR MOUNT		1	60.10	60.10
180-2400L	ITEM 1190 CASE SIGN, 24X30 4W HT LED		1	1,525.00	1,525.00
18024304WLED	ITEM 1191 CASE SIGN 24X30 4WAY HT LED		1	1,917.15	1,917.15
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
180-2400L	CASE SIGN, 24X30 4W HT LED		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		4		
	***** END of KIT *****				
180-2200U	ITEM 1200 CASE SIGN, 24X30 2W HT LED UNIVERSAL		1	1,050.00	1,050.00
18024302WLED	ITEM 1201 CASE SIGN 24X30 2WAY HT LED		1	1,298.15	1,298.15
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
180-2200U	CASE SIGN, 24X30 2W HT LED UNIVERSAL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	***** END of KIT *****				
180-2110U	ITEM 1210 CASE SIGN, 24X30 1W HT LED UNIVERSAL		1	1,124.00	1,124.00



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 1211				
180S2W2430	CASE SIGN 2-WAY 24X30 HUB TOP		1	1,298.15	1,298.15
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
180-2200U	CASE SIGN, 24X30 2W HT LED UNIVERSAL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	***** END of KIT *****				
	ITEM 1220				
180-2100U	CASE SIGN, 24X30 1W AB T & B LED UNIVERSAL		1	1,047.00	1,047.00
	ITEM 1221				
180S1W2430AB	CASE SIGN 1-WAY AST/BK TB		1	1,332.35	1,332.35
180-2100U	CASE SIGN, 24X30 1W AB T & B LED UNIVERSAL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
	***** END of KIT *****				
	ITEM 1230				
180-1100L	CASE SIGN, 12X27 1W HB LED		1	698.00	698.00
	ITEM 1240				
180-1101L	CASE SIGN, 12X27 1W AB T&B LED		1	698.00	698.00



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 1242				
180S1W1227ABLED	CASE SIGN 1-WAY 12X27 AST/BKT/T LED		1	734.00	734.00
180-1101L	CASE SIGN, 12X27 1W AB T&B LED		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 1250				
180-1102L	CASE SIGN, 12X27 1W HT AB BOT LED		1	698.00	698.00
	ITEM 1251				
180S1W1227HTLED	CASE SIGN, 12X27 1W HT ABB LED		1	734.00	734.00
180-1102L	CASE SIGN, 12X27 1W HT AB BOT LED		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 1260				
180-1401L	CASE SIGN, 12X27 4W THRU PIPE LED		1	1,402.00	1,402.00
	ITEM 1280				
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1	72.00	72.00
	ITEM 1290				
144-1901	SIGN FACE, 12X27 RIGHT		1	27.00	27.00
	ITEM 1300				
144-1902	SIGN FACE, 12X27 LEFT		1	27.00	27.00



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144-1903	ITEM 1310 SIGN FACE, 12X27 THRU		1	27.00	27.00
196-2415	ITEM 1320 RETROFIT KIT, 24 X 30 4 WAY		1	400.00	400.00
196-1000	ITEM 1330 RETROFIT KIT, 24 X 30 1 & 2 WAY		1	234.00	234.00
196-1010	ITEM 1340 RETROFIT KIT, 12 X 27 1 WAY		1	123.00	123.00
196-1000	ITEM 1350 RETROFIT KIT, 24 X 30 1 & 2 WAY		1	234.00	234.00
196-1502	ITEM 1370 POWER SUPPLY, 100 WATT RETROFIT		1	55.00	55.00
180-3077	ITEM 1390 LED, BO, 24X30 NLT SYM BLACK AB T/B		1	3,345.00	3,345.00
180-NS003695	SIGN, YELLOW, 24X30, LED BLK. OUT, NLT SYM, AB		1	2,692.35	2,692.35
180-3080	ITEM 1391 LED, BO, 24X30 NLT SYM BLACK HUB T&B		1	3,345.00	3,345.00
180-NS006309	SIGN, YELLOW, 24X30, LED BLK OUT NLT, HUB TOP		1	2,692.35	2,692.35
	ITEM 1400				



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180-3078	LED, BO, 24X30 NRT SYM BLACK AB T/B		1	3,345.00	3,345.00
180-NS003696	SIGN,YELLOW,24X30 LED BLK OUT, NRT SYM, AB		1	3,210.00	3,210.00
	ITEM 1401				
180-3082	LED, BO, 24X30 NRT SYM YELLOW HUB TOP		1	3,345.00	3,345.00
	ITEM 1410				
180-3076	LED, BO, 24X30 NTOR LGN BLACK AB T/B		1	3,345.00	3,345.00
180-3086	LED, BO, 24X30 NTOR LGN YEL AB T/B		1	3,345.00	3,345.00
	ITEM 1411				
180-3075	LED, BO, 24X30 NTOR LGN BLACK HT		1	3,345.00	3,345.00
180-NS006311	SIGN,YELLOW,24X30,LED BLK OUT NTOR, HUB TOP		1	2,807.75	2,807.75
	ITEM 1420				
125-1600	ACCESS POINT CARD, CONTACT CLOSURE		1	1,935.00	1,935.00
	ITEM 1430				
125-1605	SERIAL PORT RADIO		1	708.00	708.00
	ITEM 1440				
125-1610	ISOLATOR		1	386.00	386.00
	ITEM 1441				
141-3100	CABLE, CAT 5 ENHANCED 3 FT STRAIGHT THRU		1	11.00	11.00
	ITEM 1442				
141-3101	CABLE, CAT 5 ENHANCED 7 FT STRAIGHT THRU		1	10.65	10.65



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SALES QUOTE

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Sales Quote WYOMING2022
Sales Quote Date: 5/19/2022
Expires On: 6/1/2023
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
141-3103	ITEM 1443 CABLE, CAT 5 ENHANCED 1 FT STRAIGHT THRU		1	9.85	9.85
141-3200	ITEM 1445 CONNECTOR, RJ45 MODULAR 300568EZ		1	2.30	2.30
125-2020	ITEM 1450 REPEATER, BATTERY OPER LONG LF RP240-BH-LL-2		1	1,555.00	1,555.00
125-2005	ITEM 1460 BRACKET, MOUNTING AP/REP /SPP RADIO		1	179.00	179.00
125SENSORS	ITEM 1470 SENSYS SENSOR ASSY		1	586.00	586.00
125-3002	SENSOR, F, COUNT,		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR ***** END of KIT *****		1		
125SENSORS	ITEM 1471 SENSYS SENSOR ASSY		1	477.00	477.00
125-3003	SENSOR, T, STOP BAR		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR ***** END of KIT *****		1		
125-4001	ITEM 1490 EXTENSION CARD, CONTACT CL, NEMA TS1 OR TS2		1	439.00	439.00



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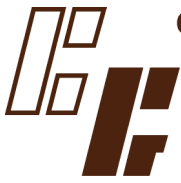
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125-1000	ITEM 1500 EPOXY, VSN240-F/T, BLACK		1	62.00	62.00
125-1001	ITEM 1505 EPOXY, VSN240-F/T, ORANGE		1	62.00	62.00
511-2000	ITEM 1510 GUN, EPOXY CAULK, 450ML		1	100.00	100.00
134-3250	ITEM 1520 CABLE, CAT 5E OUTDOOR/FLOODED 250 FT ROLL		1	100.00	100.00
134-3500	ITEM 1521 CABLE, CAT 5E OUTDOOR/FLOODED 500 FT ROLL		1	200.00	200.00
134-3000	ITEM 1522 CABLE, CAT 5E OUTDOOR/FLOODED 1,000 FT ROLL		1	400.00	400.00
169-0500	ITEM 1523 CABLE, CAT 5E OD, 600V 500', BELDEN 7958A		1	908.00	908.00
178-1100	ITEM 1524 CONNECTOR, EZ-RJ45 FOR 600V CAT 5E		1	3.75	3.75
141-3101	ITEM 1525 CABLE, CAT 5 ENHANCED 7 FT STRAIGHT THRU		1	10.65	10.65
	ITEM 1526				



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141-3100	CABLE, CAT 5 ENHANCED 3 FT STRAIGHT THRU		1	11.00	11.00
	ITEM 1550				
126-1450	CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	1,920.00	1,920.00
	ITEM 1570				
126-1425	CCU, VANTAGE NEXT, NEXT-CCU-PAK		1	3,750.00	3,750.00
	ITEM 1580				
126-1450	CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	1,920.00	1,920.00
	ITEM 1590				
126-1436	CCU, VANTAGE NEXT, 2 CAM, TS2, SHELF		1	8,250.00	8,250.00
	ITEM 1600				
126-1435	CCU, VANTAGE NEXT, 4 CAM, TS2, SHELF		1	12,750.00	12,750.00
	ITEM 1610				
513-1000	SIGN, DRIVER FEEDBACK, 15" WHITE		1	2,982.00	2,982.00
513-1100	SOLAR KIT, DRIVER FEEDBACK 150 WATT		1	4,127.00	4,127.00
	ITEM 1620				
180SNS2W6LED	SNS KIT 6', 2-WAY W/FACES & MOUNT		1	1,727.50	1,727.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-9953	HOUSING, 6' 2W SNS W/FACE SUB ASSY		1		
180-8906	STREET NAME SIGN FACE, LEXAN 6' PER DRAWING		1		



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	**** END of KIT ****				
	ITEM 1621				
180SNS1W8NI	STREET NAME SIGN W/ BRACKETS		1	2,062.50	2,062.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-9953	HOUSING, 6' 2W SNS SUB ASSY, UNF		1		
180-8906	SIGN FACE, 6' STREET NAME SIGN, LEXAN		2		
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
	**** END of KIT ****				
	ITEM 1630				
180SNS2W8LED	SNS KIT 8', 2-WAY W/FACES & MOUNT		1	1,984.50	1,984.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-9950	HOUSING, 8' 2W SNS W/FACE SUB ASSY		1		
180-8908	STREET NAME SIGN FACE, LEXAN 8' PER DRAWING		1		
	**** END of KIT ****				
	ITEM 1640				
180SNS1W8NI	STREET NAME SIGN W/ BRACKETS		1	1,809.50	1,809.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-9951	HOUSING, 8' 1W SNS W/FACE SUB ASSY		1		



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
180-8908	STREET NAME SIGN FACE, LEXAN 8' PER DRAWING ***** END of KIT *****		1		
	ITEM 1641				
180SNS1W8NI	STREET NAME SIGN W/ BRACKETS		1	2,460.50	2,460.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-9950	HOUSING, 8' 2W SNS SUB ASSY, UNF		1		
180-8908	SIGN FACE, 8' STREET NAME SIGN, LEXAN		2		
196-1035	RETROFIT KIT, 8 FT SNS LED		1		
196-1508	POWER SUPPLY PANEL, 8 FT SNS ***** END of KIT *****		1		
	ITEM 1650				
180SNS1W6LED	SNS KIT, 6' 1-WAY W/LOGO		1	1,677.50	1,677.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-9952	HOUSING, 6' 1W SNS W/FACE SUB ASSY		1		
180-8906	STREET NAME SIGN FACE, LEXAN 6' PER DRAWING ***** END of KIT *****		1		
	ITEM 1651				
180SNS1W8NI	STREET NAME SIGN W/ BRACKETS		1	2,002.50	2,002.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		



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180-9952	HOUSING, 6' 1W SNS SUB ASSY, UNF		1		
180-8906	SIGN FACE, 6' STREET NAME SIGN, LEXAN		1		
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
	***** END of KIT *****				
	ITEM 1660				
196RFSNS62W	RETROFIT KIT 6' SNS 2 WAY LED		1	457.00	457.00
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
	***** END of KIT *****				
	ITEM 1670				
196RFSNS82W	RETROFIT KIT 8' SNS 2 WAY LED		1	620.00	620.00
196-1035	RETROFIT KIT, 8 FT SNS LED		1		
196-1508	POWER SUPPLY PANEL, 8 FT SNS		1		
	***** END of KIT *****				
	ITEM 1681				
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		1	30.00	30.00
	ITEM 1690				
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1	207.50	207.50
	ITEM 1700				
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		2	208.00	416.00
	ITEM 1710				



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104-1000	PULL BOX, 14X19X12, GREY, W/T.S. CVR		1	100.00	100.00
	ITEM 1720				
104-3000	PULL BOX, 1324-15-3B W/ TRAFFIC SIGNAL CVR		1	284.00	284.00
	ITEM 1730				
197-4000	PULL BOX, SYN1324T18 SYNERTECH		1	267.00	267.00
	ITEM 1740				
197-4007	COVER, T.S. FOR 1324T18, SYN1324T032		1	204.15	204.15
	ITEM 1750				
169-5000	PULL BOX, PG1730BA18		1	422.00	422.00
	ITEM 1760				
169-5001	COVER, H.D. T.S. FOR PG1730BA18		1	367.00	367.00
	ITEM 1800				
157-1022	ANCHOR BOLT 1.75"X 114"X6" MDOT		1	240.20	240.20
	ITEM 1810				
157-1023	ANCHOR BOLT 2" X 114" X 6" MDOT		1	304.65	304.65
	ITEM 1820				
194-8075	STRAIN CLAMP, 7.5" DIA MDOT		1	118.00	118.00
	ITEM 1830				
194-8085	STRAIN CLAMP, 8.5" DIA MDOT		1	118.00	118.00



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194-8095	ITEM 1840 STRAIN CLAMP, 9.5" DIA MDOT		1	118.00	118.00
194-8105	ITEM 1850 STRAIN CLAMP, 10.5" DIA MDOT		1	118.00	118.00
194-8115	ITEM 1860 STRAIN CLAMP, 11.5" DIA MDOT		1	118.00	118.00
194-8125	ITEM 1870 STRAIN CLAMP, 12.5" DIA MDOT		1	118.00	118.00
144-1011	ITEM 1880 PED SIGN - R10-3E AR RIGHT COUNTDOWN		1	19.00	19.00
144-1012	ITEM 1881 PED SIGN - R10-3E AR LEFT COUNTDOWN		1	19.00	19.00
144-1004	ITEM 1882 PED SIGN - R10-3B AR RIGHT MDOT		1	11.00	11.00
144-1005	ITEM 1883 PED SIGN - R10-3B AR LEFT MDOT		1	11.00	11.00
571-1280	ITEM 1890 TOP TETHER ASSEMBLY, ALUM		1	33.00	33.00



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571-1281	ITEM 1900 BOTTOM TETHER ASSEMBLY, ALUM		1	33.00	33.00
403-1225	ITEM 1910 TETHER, TRI-STUD, ALUM, W/NYL NUT		1	28.75	28.75
571-4000	ITEM 1920 HANGER ASSY, BREAKAWAY		1	75.50	75.50
589-4009	ITEM 1930 TURNBUCKLE, 9" MAX ADJ, 2200# WORK LOAD		1	69.10	69.10
180-7135EC	ITEM 1940 SIGNAL SUPPORT PLATE, INNER, ECONOLITE		1	6.40	6.40
180-7130	ITEM 1950 SIGNAL SUPPORT PLATE, OUTER, SA		1	6.00	6.00
580MDOTCELL	ITEM 1960 DIGI CELLULAR ROUTER, MDOT		1	651.05	651.05
580-3004	CELLULAR ROUTER, DIGI, 4G LTE, GPS, WR31		1		
178-2005	POWER SUPPLY, 24V, 40 WATT GST40A24-P1J		1		
178-2006	POWER CORD, POWER SUPPLY, 10A, 125VAC		1		
518-9010	PIGTAIL, DC BARREL FOR 40W PWR SPLY		1		
	***** END of KIT *****				
580-3020	ITEM 1970 ANTENNA, CELLULAR/LTE & GPS, CAB MNT		1	146.00	146.00



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	ITEM 1980				
126VECTORCAM	VECTOR CAMERA SYSTEM		1	5,970.00	5,970.00
126-1710	VECTOR NEXT SENSOR, NEXT CAM & RADAR		1		
100-1015	BRACKET, VECTOR CROSSFIRE		1		
	**** END of KIT ****				
	ITEM 2000				
103TS12ABHAWK	1-WAY HAWK, 2-COLOR 12" MATS HAWK		1	943.35	943.35
105-4810X	SIGNAL POLY 12" RED LED YYY TNL		2		
105-4821X	SIGNAL POLY 12" YEL LED YYY TNL		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		2		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
103-4143EC	BACKPLATE, 3 SEC HAWK, 1" REF, ECONOLITE		1		
	**** END of KIT ****				
	ITEM 2010				
146BULLDOG	PUSHBUTTON AND SIGN, BULLDOG HAWK		1	150.19	150.19
146-1011	PUSHBUTTON, BULL DOG SP-014 YELLOW		1		
146-2003	ADAPTER, PUSHBUTTON STEEL YEL		1		
144-1011	PED SIGN - R10-3E AR RIGHT COUNTDOWN		1		
144-1012	PED SIGN - R10-3E AR LEFT COUNTDOWN		1		
	**** END of KIT ****				



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Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 2020				
101WSH	SIGN, X-WALK STOP ON RED HAWK		1	256.39	256.39
144-NS007783	SIGN, 24X30 R10-23, CROSSWALK STOP ON RED,		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-9024P33	BRACKET, ASTRO SIGN TUBE 24" P33 BLACK		1		
242-1010	BRACKET, SINGLE BOLT FLARED W/HDWR BAND-IT		2		
	**** END of KIT ****				
	ITEM 2030				
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT HAWK		1	5,596.37	5,596.37
ITEM	CABINET, TS1 HAWK, 2 PHASE		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		4		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		2		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	**** END of KIT ****				

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 314,219.85

Subtotal: 314,219.85
Invoice Discount: 0.00
Total Sales Tax: 0.00
Total: 314,219.85

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM SENTINEL TECHNOLOGIES, INC.
FOR COMPUTER HARDWARE

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from Sentinel Technologies, Inc. for the purchase of a Hewlett Packard backup server, four Cisco switches and four Vertiv UPS in the total estimated amount of \$34,926.
2. Funds are available in various departmental accounts and will be charged to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Sentinel Technologies, Inc. in the total estimated amount of \$34,926.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: June 13, 2022
Subject: Recommendation to authorize purchase of network switches, UPS replacements and back-up server
From: Paul Gerndt, Director of Information Technology
Meeting Date: June 20, 2022

RECOMMENDATION:

It is recommended that the City Council authorize acceptance of a quote from Sentinel Technologies for the purchase of a HP backup server, 4 Cisco switches and 4 Vertiv UPS, and waive the requirement to bid.

COMMUNITY, SAFETY, STEWARDSHIP:

Information Technology staff continues to standardize and update software, hardware, and infrastructure technology on a regular basis. This normal upgrade process keeps the City of Wyoming current with the latest hardware, software, and infrastructure provides fast and reliable response times for employee technology tasks and prevents obsolescence.

DISCUSSION:

As part of the routine replacement cycle, the Information Technology Department requested a quote from Sentinel Technologies for a Hewlett Packard backup server, four Cisco switches and four Vertiv UPS devices. Staff requested “State bid or better” pricing, and the company provided a quote of \$34,926.00 representing a cost savings of over \$16,250 when compared to the Midwestern Higher Education Compact, National Association of State Officials (NASPO), and National Cooperative Purchasing Alliance (NCPA) price lists. The State of Michigan is a member of each of these cooperative alliances. These memberships satisfy charter section 2-257 - cooperative purchasing plans.

BUDGET IMPACT:

Adequate funding is available in the budget accounts:

Various Funds/Accounts – Public Works -	\$12,531
208-752-75800-967.000: Parks & Recreation Fund, Senior Center, Project Costs	5,942
590-590-54300-740.000: Sewer Fund, Treatment, Operating Supplies	16,453



City of Wyoming Clean Water Refresh

Presented By:
Corey Doll
Senior Sales Executive
Sentinel Technologies, Inc.
(616) 365-5508
cdoll@sentinel.com

Architect:
Garry Snyder
Solutions Architect
Sentinel Technologies, Inc.
(616) 365-5520
gsnyder@sentinel.com

Hardware and Software

		Extended Price
Vertiv UPS	\$	4,732.00
HPE Backup Target Server	\$	10,835.00
Cisco Switches EO Optics	\$	19,359.00
Hardware and Software Total	\$	34,926.00

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Hardware and Software	\$	34,926.00
Project Total	\$	34,926.00

***Quote is valid until 07/09/2022**

Plus applicable tax, shipping & handling



City of Wyoming

Vertiv UPS				
Description	Qty	Unit Price	Ext Price	Ext NCPA Price
KIT GXT5 1000VA UPS KIT SKU PERP INTELLISLOT COMMUNICATIONS CARD	4	\$ 1,183.00	\$ 4,732.00	\$6,059.52
Hardware and Software Sub-Total:				\$4,732.00



HPE Backup Target Server				
Description	Qty	Unit Price	Ext Price	Ext MHEC Price
HPE ProLiant DL380 Gen10 Intel Xeon-S 4208 8-Core (2.10GHz 11MB) 32GB (1 x 32GB) PC4-2933Y DDR4 RDIMM 12-x Hot Plug 3.5in Large Form Factor Smart Carrier Smart Array P816i-a NC SR No Optical 2 x 800W 3yr Next Business Day Warranty	Included			
DL380 GEN10 4208 1P 32G NC SYST 12LFF SVR NO DEAL REG PL-SY	1	\$ 5,812.00	\$ 5,812.00	\$6,236.72
HPE ETH 10GB 2P 537SFP+ ADPTR ADAP PL-SI	1	\$ 517.00	\$ 517.00	\$653.35
4TB SAS 12G 7.2K LFF SC DS HDD INT PL-SI	7	\$ 285.00	\$ 1,995.00	\$5,033.35
HPE ILO ADV 1-SVR LIC 1YR SUP.LICS NO DEAL REG PL=4U	1	\$ 185.00	\$ 185.00	\$291.27
3YR TC BAS DL380 GEN10 SVC SVCS PL-96	1	\$ 1,652.00	\$ 1,652.00	\$1,450.40
8-PORT EXT 12GB SAS/SATA TO X8 CTRLR PCIE 4.0 HOST BUS ADAPTER	1	\$ 574.00	\$ 574.00	N/A
Equal Optics 3m Direct-attach Sfp+ Passive Twinax Copper Cable	2	\$ 50.00	\$ 100.00	N/A
Hardware and Software Sub-Total:				\$10,835.00



City of Wyoming

Cisco Switches EO Optics				
Description	Qty	Unit Price	Ext. Price	Ext. NASPO Price
Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	3	\$ 3,071.00	\$ 9,213.00	\$19,068.97
SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	3	\$ 1,706.00	\$ 5,118.00	\$5,678.10
C9200L Network Essentials, 48-port license	3	\$ -	\$ -	
North America AC Type A Power Cable	3	\$ -	\$ -	
Config 5 Power Supply Blank	3	\$ -	\$ -	
Catalyst 9200 Blank Stack Module	6	\$ -	\$ -	
C9200L Cisco DNA Essentials, 48-port Term license	3	\$ -	\$ -	
C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	3	\$ 841.00	\$ 2,523.00	\$2,935.71
Network Plug-n-Play Opt Out SKU	3	\$ -	\$ -	
Cisco Catalyst 3560-CX 12 Port PoE IP Base	1	\$ 1,440.00	\$ 1,440.00	\$1,962.90
SNTC-8X5XNBD Cisco Catalyst 3560-CX 12 Port PoE IP Ba	1	\$ 461.00	\$ 461.00	\$511.22
North America AC Type A Power Cable	1	\$ -	\$ -	
Power Retainer Clip For 3560-C, 2960-L & C1000 Switches	1	\$ -	\$ -	
C3560CX DNA Essentials, 12-port Term license	1	\$ -	\$ -	
C3560CX DNA Essentials, 12-port, 3 Year Term license	1	\$ 152.00	\$ 152.00	\$169.15
Equal Optics 100Base-FX SFP Transceiver	3	\$ 108.00	\$ 324.00	N/A
Equal Optics 1000Base-LX SFP Transceiver	2	\$ 64.00	\$ 128.00	N/A
Hardware and Software Sub-Total:				\$19,359.00

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM SENTINEL TECHNOLOGIES, INC.
FOR ACTIVEDEFENSE™ SERVICES AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council accept a three year proposal from Sentinel Technologies, Inc. for ActiveDefense™ services at a total annual estimated amount of \$90,000.
2. Funds are budgeted in account number 101-258-25800-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Sentinel Technologies, Inc. for ActiveDefense™ services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.
3. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals of the agreement in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

ATTACHMENTS:
Staff Report
Agreement/Proposal

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: June 13, 2022
Subject: Managed Security as a Service Recommendation
From: Paul Gerndt, Director of Information Technology
Meeting Date: June 20, 2022

RECOMMENDATION:

It is recommended City Council authorize the Mayor and City Clerk to accept a three-year proposal for ActiveDefense™ services from Sentinel Technologies.

COMMUNITY, SAFETY, STEWARDSHIP:

Security of city information systems and data are of utmost importance. Early detection and rapid response to security incidents serves to minimize damage to systems, damage to the City's reputation from unauthorized release of protected data, and costs of downtime and system recovery.

Efficient and organized cyber defenses require significant investment in tools and expertise. Several companies now offer cyber defense as a service, reducing the hefty upfront investment and requirement for dedicated staff with a specialized skillset.

DISCUSSION:

Cyber security is identified as a primary concern of the city council. In response to this concern and following best cybersecurity practices as identified in version 8 of the CIS Critical Security Controls, the Information Technology Department is continuing its multilayer approach to security.

While preparing the Information Technology Department's 2023 budget request, we researched the systems and resources needed to implement a Security Incident and Event Management (SIEM) system. SIEM is a security solution that helps organizations recognize potential security threats and vulnerabilities before they have a chance to disrupt operations. Our research identified myriad software packages and related requirements that would exceed one hundred thousand dollars to implement and require significant staff time to implement, manage, and maintain on-going.

Aware that several area companies offer Security as a Service we inquired about the offerings of a trusted technology partner, Sentinel Technologies. Sentinel provided a preliminary proposal for the service they call ActiveDefense™ that incorporates cloud hosted SIEM, with a 24 x 7 x 365 Security Operations Center (SOC) to provide immediate remediation and response to security events. It was immediately evident that ActiveDefense™ would be more cost effective, quicker to implement, and provide

greater coverage than if we were to purchase and implement the components on our own.

We inquired with other reputable vendors in the area and found VDA Labs, and Rehmann both have services in this discipline. The offering from VDA Labs is not as comprehensive as that offered by Sentinel Technologies yet is priced similarly. Further, the City of Wyoming does not have a relationship with VDA Labs, and such an engagement requires a level of trust that takes a significant amount of time to develop.

Although they have various cybersecurity services in their portfolio, Rehmann does not have a packaged security solution that meets our needs. Also, in their role as independent auditor, Rehmann would be prevented (by AICPA and generally accepted government auditing standards (GAGAS)) from performing management services for the city.

Sentinel Technologies has been a trusted vendor since 2019. The company has installed technology in all city buildings, and they performed an internet security evaluation (penetration test) in 2019. Because of the company's excellent track record with the City, positive feedback from other customers, the maturity of their service offering, and the cost effectiveness of ActiveDefense™, it is recommended that the City of Wyoming accept the proposal for Sentinel Technologies' ActiveDefense™. The service comes with a non-recurring cost of \$16,558.45 for implementation and on-boarding. Beyond the implementation, there is a \$5,864.54 monthly charge for operations and management, plus minor variable incidental costs. The total annual cost is expected to be approximately \$90,000.

BUDGET IMPACT:

Sufficient funds were planned for and approved in the 2023 budget, in account 101-258-25800-801.000 General Fund, Information Technology, Professional Services.

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Sentinel Technologies, Inc.
[Name of contracting entity]
A Illinois Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2550 Warrenville Road
[Contractor's street address]
Downers Grove, IL 60515
[Contractor's city, state & zip]

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

Effective Date means: June 21, 2022.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

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

None.

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

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

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

City of Wyoming

Sentinel Technologies, Inc.

By: _____
Jack A. Poll, Mayor

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


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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

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

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

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

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

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

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

<p>COMMERCIAL GENERAL LIABILITY Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p>

<p>AUTOMOBILE LIABILITY INSURANCE Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>EXCESS/UMBRELLA INSURANCE Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p>ADDITIONAL INSURED If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.</p>

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

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

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

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

EXHIBIT B



APPENDIX A

Customer Name: City of Wyoming

Street Address: 1155 28th Street SW

City, State, Zip: Wyoming, MI 49509

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Wyoming (Customer) with principal offices at 1155 28th Street SW, Wyoming, MI 49509 is hereby appended to include the following:

Commencement Date

Agreement No. 001r1-CD

Addendum No. CS001r1-CD-m-JeR

Provision of Services

The Parties acknowledge that this cloud agreement outlines several service options available to the Customer. Not every option will be included as part of the final solution agreed upon by the Parties. Instead, the Solution Summary and Pricing Summary shall delineate all included service options.

ActiveDefense™ Contracted Elements

Please refer to the Pricing Summary of this contract for all quantities of included items and services. Any discrepancies between Appendix A and the Pricing Summary will yield to the Pricing Summary as the prevailing contractual commitment.

IaaS Inclusion

Shared Internet Services

Sentinel has provided shared Internet media with VPN capabilities per the Pricing Summary of this document. Included are Internet VPN connections per the design and quantified in the Pricing Summary. All internet services included are dual provider redundant with BGP peering for non-stop internet service guaranteed within the CloudSelect® SLA agreement. Shared internet services include secure virtual routing and setup for same under full Sentinel monitoring and managed services. Customers do not have direct access to the shared routing services and are to open a service ticket for any changes required within the managed services commitment. VPN services are provided to a customer compatible IPSEC VPN device and will be planned within the initial deployment effort. If indicated within the Pricing Summary, a Sentinel-managed router will be provided with the capacity indicated in the dedicated or metered Internet service. In the absence of this inclusion, the customer will be required to provide appropriate IPSEC termination device(s).

Note that Sentinel will meter and invoice actual Internet usage with this model at the documented rate. Internet traffic can burst, and the inclusion in the Pricing Summary is considered the minimum monthly commitment for this metered element. Usage above this will be billed monthly as indicated in the metered services section of this contract. Sentinel does not limit the amount of data transferred with this service, and instead will meter on the bandwidth consumption over the monthly period for usage-based billing.

Dedicated Internet Services

If indicated in the Pricing Summary of this document, dedicated Internet will be provided with unlimited transfer of data included. Internet services will be configured to the size indicated of the Private Virtual Data Center (PVDC) and/or dedicated Internet allocation within the Pricing Summary. Please note that the PVDC allocation is aggregate ingress and egress, and the PVDC licensed router will stop transferring data at the specified bandwidth noted.

If this is an additional allocation to an existing PVDC, please note that Sentinel will work with the cloud services team to allocate the new PVDC bandwidth and cloud services router.



VPN Services

Although in some designs this may not be required, if indicated with Internet VPN, the number of tunnels included will be planned and designed. This will be managed and monitored on all included items noted. Monitoring and management of customer premise security devices is not included unless otherwise specified. VPN services are highly recommended for communication of sensitive data to and from any cloud services provider, including CloudSelect®.

Sentinel onboarding engineers will work with the customer for the optimal VPN design for their deployment as well as placement of log aggregation services. This will be documented and deployed as a part of this managed services onboarding agreement.

Internet Connections Protected

CloudSelect® INTERNETaaS

Designs in which some or all customer internet traffic will traverse the CloudSelect® Internet connections are considered to be INTERNETaaS. Unless otherwise indicated, this service is delivered either metered or as a dedicated service and is NOT subject to inspection or treatment unless noted elsewhere. Any notifications from legal officials or otherwise will be directed to the end user of such services for remediation. Please refer to the Internet use policy for a full understanding of CloudSelect® INTERNETaaS.

Please refer to the overall design diagram and any other scope of work sections for the use of INTERNETaaS and any traffic monitoring, management, and/or treatment of same for more information.

Customer Premise Internet Connections

Within the Pricing Summary the "Number of customer internet connections" item indicates the number of connections from the customer's network that are being inspected or treated with Sentinel SECaaS offering. If this indication is inaccurate or changes, it is the customer's responsibility to alert Sentinel and determine the risk and impact of same without SECaaS treatment of the traffic going in and out of the customer network. While the number of connections may not be required to match the exact number of IDS/IPS (intrusion detection/prevention sensors), it is often the same or similar in quantity. Sentinel will review any connections being inspected, including customer premise and CloudSelect® connections with the customer to assure a complete understanding of the design and points of inspection and prevention for network-based security solutions.

Security as a Service - Requirements Overview

The following requirements are included within this contract for each area of the overview. During the deployment, services as indicated within the scope of work will be considered and included in the service offering. Sentinel will demonstrate the system readiness at any time for the customer as part of the deployment and also on demand with an open ticket throughout the term of the agreement.

Security as a Service (SECaaS) and Security Operations (SOC) Services Chart

The following chart has been included for convenience and is subject to change throughout the term of the contract. Sentinel's SECaaS can be delivered with and without the SOC services or additional high touch services such as recurring intelligence meetings. Sentinel's SECaaS refers to the technology delivered from CloudSelect® unless otherwise customized, and delivers a managed SIEM and sensor(s) where the customer is responsible for the management and interpretation of the security information in the SIEM. Sentinel is responsible for customer-placed tickets related to optimization, tuning of the environment, answering technical questions, and overall delivery of the service within the contracted SLAs. Once contracted for recurring meetings, full SOC services or other, the Sentinel security operations team provides detailed security involvement per the contracted terms and conditions.



	ActiveDefense Platform Only	ActiveDefense Platform with SOC
PLATFORM		
Sentinel ActiveDefense App	Included	Included
Splunk Enterprise Security SIEM	Optional	Optional
ActiveDefense™ ThreatXchange	Included	Included
Foundational OTX Threat Feed	Included	Included
Advanced Threat Feeds	Optional	Optional
Alarming on Managed Integrations	Delivered to Customer	Sentinel SOC
SCALE OUT FILTERING		
Sentinel Elastic SmartFilter	Optional	Optional
INTRUSION DETECTION		
Sentinel IDS powered by Talos	Optional	Optional
Decoy Motion Sensors	Optional	Optional
VULNERABILITY SERVICES		
Managed Scanning	OPTIONAL with TENABLE	OPTIONAL with TENABLE
Bring your Own Compatible Scan	Optional	Optional
ADVANCED NETWORK ANALYSIS		
NetFlow	Optional Req Adequate Ingest	Optional Req Adequate Ingest
REPORTING DASHBOARDS		
Standard Included Reporting	Included	Included
Custom Reporting	Optional Billed T&M	Optional Billed T&M
LOG RETENTION		
Hot Retention 3 Mos Default	Included	Included
Extended Hot Retention	Optional See App B	Optional See App B
Warm, Cold and Frozen	Optional Custom Design	Optional Custom Design
INTELLIGENCE REVIEWS		
IT Executive Report and Present	Monthly	Monthly
Quarterly Write/Up/Deep Dive	Quarterly	Quarterly
No Meetings, Platform Only	Optional	Not Available
INCIDENT RESPONSE		
Reactive T&M with Signature	Available	Available
Pre-paid Program Retainer	Available	Available
MANAGED SERVICES		
NOC and managed operations	Optional	Optional
SOC SERVICES		
24*7*365 "eyes on glass"		Included
Auto-Alarming to Sentinel ServiceNow		Included
P1 & P2 Email & Phone Alerting		Included
Daily Threat Hunting		Included
Threat Monitoring		Included
Threat Investigation		Included
Threat Assessments		Included
Malware Analysis		Included
Remediation Guidance		Included
Threat Containment		Optional See App B

ActiveDefense™ Platform Services

The Pricing Summary notes the included Splunk daily ingest and matching Sentinel ActiveDefense™ XDR platform application inclusion as applicable to this contract. This is an estimate for the expected daily ingestion rate for the platform and the upper limit as quoted. Sentinel will make a best effort to design the system within this ingestion rate without compromising security and advise the Customer during onboarding and throughout the contract.



Other Existing SIEM Services

If indicated, the CloudSelect® SIEM will be either added to an existing SIEM environment or replacing an existing SIEM environment. Sentinel cannot guarantee compatibility with any existing SIEM offerings, and unless otherwise indicated, has not included any managed services nor direct migration for existing SIEM solutions. If indicated within the scope of work, any conversion or evaluation of the existing system will be performed for project onboarding services only. It is also viable to forward alerts to and from existing SIEM technologies. This is not included unless otherwise noted in the scope of work. Sentinel will require the customer's active support agreement and other SIEM vendor involvement and support. Unless otherwise noted, Sentinel has only included integration services for the SECaaS solution and ingesting or forwarding logs from alternate sources. In addition, any technology limitations within the environment are outside of the control of Sentinel and will not forfeit the contract terms and agreements as such but may cause a change in the log sources able to be integrated effectively.

Security Exchange Subscriptions

Fortis® Threat Exchange

During the term of this agreement while the customer account is in good standing, Sentinel will provide a subscription to the Fortis® Threat Exchange. This service requires an ActiveDefense™ platform subscription and is critical to the functionality of the XDR, sensors, and (where applicable) SOC services.

During the course of this agreement, elements identified in the Pricing Summary section "*Fortis® Threat Exchange (FTX)*" are included within this contract. Customer environments are under constant change. Additional integration of log sources is common and expected. Sentinel will add/change/remove integrated elements via a customer-opened ticket and a Fortis® change agreement. This may include additional costs depending on what is being added or changed. Any termination of this contract or account out of good standing is subject to have this service ceased or temporarily disabled depending on the condition. Any contract termination will require Sentinel's removal of this service and all pertinent code. FTX is the sole property of Sentinel Technologies, Inc. and all code and intelligence included within FTX is proprietary information of Sentinel Technologies, Inc. With this service disabled, the XDR platform will not perform as expected.

Open Threat Exchange & Threat Feeds

Along with the ActiveDefense™ platform subscription is the inclusion of Open Threat Exchange (OTX). OTX provides open access to a global community of threat researchers and security professionals. In addition, Sentinel includes other open source threat exchanges, adding context and enrichment to logs in order to identify high risk events and categorize them appropriately based on comparison to known threats from some of the most reliable sources in the industry.

Regulatory Compliance

Regulatory compliance requirements and audit support are outside of the scope of this contract and Sentinel recommends an advisory service engagement for the interpretation and readiness services. However, the system has compliance-specific reporting and services to assist with readiness and audit services. These must be noted to assure reporting and services are completely deployed and ready. Compliance needs after the initial deployment, if not included up front, will require a CloudSelect® Change Agreement and will be subject to T&M charges for the setup and validation.

HIPAA

ActiveDefense™ offers HIPAA compliance reporting and services. Sentinel makes no guarantee to compliance by contracting for the ActiveDefense™ offering. If specified, the service will be deployed and managed to provide any included HIPAA services and reporting. This will be verified at the time of deployment and will be in place throughout the term of the contract. The customer will have access to Sentinel's 24x7x365 ticketing service for any required assistance with HIPAA reporting or other services provided by the ActiveDefense™ platform.

PCI (payment card industry)

ActiveDefense™ offers PCI compliance reporting and services. Sentinel makes no guarantee to compliance by contracting for the ActiveDefense™ offering. If specified, the service will be deployed and managed to provide any included PCI services and reporting. This will be verified at the time of deployment and will be in place throughout the term of the contract. The customer will have access to Sentinel's 24x7x365 ticketing service for any required assistance with HIPAA reporting or other services provided by the ActiveDefense™ platform.



Other Compliance Services

Other compliance services such as SOX, SSAE/SOC I or II, ISO, GPG 13, and more are supported within the offering. Unless otherwise noted in the Pricing Summary, Sentinel will not setup and assure reporting for these services. Please refer to the Pricing Summary and any compliance requirements that are specified and covered within the scope of work and ongoing support services. Should additional compliance requirements arise, reach out to your Sentinel account team to determine the requirements to add/change the service in order to meet these new regulatory requirements.

Customer Incident & Response Policy Status

As part of the Sentinel ActiveDefense™ service, Sentinel will review the customer's incident and response policy during the project deployment and onboarding service. Unless indicated in the Pricing Summary, Sentinel has not included any direct involvement in the customer's incident and response policy and procedures and assumes the customer will assure the policy is adhered to. Any requirement for the SECaaS system to integrate to any procedure or policy is excluded unless otherwise indicated in the Pricing Summary.

Sentinel highly recommends the customer maintain a well-documented incident and event response policy. This is important for all customers and a requirement for those under specific regulatory compliance. Sentinel offers Advisory and Consulting services around incident and event policy development and ongoing maintenance for same. If indicated in the Pricing Summary, this service may be included but as part of the ongoing SECaaS agreement. Maintenance, management, and auditing of the policy is the responsibility of the customer. Any changes to the policy or reporting needs that impact the service may require additional changes to the system, development, and/or scripting at time & materials rates.

Security Incident & Event Ticketing and Reporting

The Pricing Summary states the planned ticketing for the system and ongoing contract. By default, Sentinel assumes the integrated ActiveDefense™ ticketing will be utilized for the term of this contract. Unless otherwise stated, the ActiveDefense™ ticketing integral to the system will be maintained, updated, and supported by the Sentinel managed services team. Use of the ticketing system will be the responsibility of the customer unless Sentinel is otherwise contracted for additional services that specify and/or imply otherwise.

Sentinel has the ability to provide integration to customer ticketing systems. Sentinel can also offer federation of ServiceNOW systems with Sentinel's own ServiceNOW ITSM/ITOM services. Email out is included standard if requested during onboarding services. Bi-directional integration is possible with nearly any system, but is not included unless otherwise noted within the custom scope of work and/or Pricing Summary of this contract.

ActiveDefense™ Security Management consoles

ActiveDefense™ XDR (extended detection & response)

If contracted in the Pricing Summary, Sentinel's ActiveDefense™ includes either a shared or dedicated indexer for the deployment. This includes ActiveDefense™ platform services, intrusion detection capabilities with integrated and/or remote sensors as quoted, and integration with third party security solutions. ActiveDefense™ also includes specific dashboards for the technologies identified and integrated within the Pricing Summary.

Sentinel ActiveDefense™ Intrusion Detection Sensors

Within the Pricing Summary, ActiveDefense™ IDS sensors may be deployed within CloudSelect® and/or on customer premise. These may also be deployed within the customer's virtual environment or on dedicated appliance hardware provided as part of the solution. If included within the Pricing Summary, these sensor(s) will be provided under contract to monitor security elements as well as deliver services within the deployment. Sensors throughout the term include ongoing support, updates, and configuration under managed services. Premise-based deployments that require on-site services are subject to additional travel time and expense charges, however most upgrades are performed without on-site service needs. Sentinel IDS sensors include Cisco Talos threat intelligence feeds. These are industry-leading indicators of compromise and are recommended in parallel to other edge detection including Cisco's own Firepower, also powered by Talos threat intelligence.

Sensor(s) listed in the Pricing Summary are included within the contract and managed services within the ActiveDefense™ platform. Devices being monitored, collected, and scanned require specific security monitoring identified within the contract, and if desired, additional managed services for device-specific management and support. Devices, servers, hosts, and more can be added to the contract on an ongoing basis via an ActiveDefense™ change request and initiated via opening a ticket or through the Sentinel account team.



Fortis® Application Node - Security Appliances

Customer Premise Virtual Appliances

Customer premise virtual security appliances are covered by Sentinel NOC monitoring and assist with recovery. Appliances on premise are not backed up, nor customer-delivered infrastructure provided with any available, replacement, or recovery SLA. Sentinel will provide ongoing support for the appliance and updates as needed in support of the SECaaS offering. In addition, customer premise appliances may be impacted with customer upgrades to infrastructure such as virtual environment version upgrades, changes, etc. Sentinel recommends any changes impacting the underlying hypervisor or operating system supporting customer premise virtual appliances be reported to Sentinel via a ticket, and compatibility confirmed as well as change notification for any outages or other planned service disruptions. Upgrades to sensors or other elements provided under the SECaaS contract due to customer premise changes will be invoiced on a time & materials basis. Sentinel will monitor sensors for activity and assume that a lack of activity or no activity indicates a potential disruption of service and will work with the customer to restore service as quickly as possible. Services running on customer infrastructure are not included within any Sentinel stated service level agreements (SLAs).

Customer premise appliances will be designed into the solution as best possible with automated recovery and routing around any appliance unavailability. Sentinel further recommends the customer backup services for recovery or will re-build as necessary.

Fortis® Application Node(s)

Sentinel provides monitored and managed security appliances to support on premise sensors and security elements. Within the architecture, these may be included and are provided on a rental basis. Devices have both a monthly and one-time fee. These include ongoing monitoring, hardware maintenance, and support. Other services can be added to the existing appliance, appliances can be upgraded to accommodate additional services, or Sentinel may replace appliances to meet additional ActiveDefense™ contracted requirements.

ActiveDefense™ Monitoring and Management

Please refer to the Pricing Summary of this contract for all quantities of included items and services. Any discrepancies between Appendix A and the Pricing Summary will yield to the Pricing Summary as the prevailing contractual commitment.

Advisory Services Inclusions

Sentinel provides advisory and technical services pertaining to the best use of technology to match business requirements. If included, these are available as a one-time or recurring service within the SECaaS offering. Advisory services noted within the Pricing Summary are to be performed by a Sentinel Strategic Solutions Advisor and meant to offer optimization of existing process with the SECaaS solution set. These are available within the solution as indicated in the Pricing Summary, with additional services delivered on a time & material basis or as a defined engagement at any time during the course of the contract.

Incident & Event Included Services

The services within this section are specific to Sentinel's included support in addition to the ActiveDefense™ products and tools, and pertain to the delivery of the service and customer-detected alarms, incidents, and events.

Proactive Monthly Support

Sentinel will open a monthly, automated ticket in order to coordinate a web collaborative conference call with the customer to review incidents, events, as well as ActiveDefense™ platform and integration status (such as any functionality, new versions and added functionality, health of the system, etc.). The conference call will include an open dialogue with the customer on incidents and events as well as consultation on how to best leverage services and associated remediation recommendations. The results of each conference call shall be summarized in a follow-up email.

Contract Continuation

Sentinel and the customer expect this to be a high value service and to extend for the full term set forth herein. In that regard, Sentinel pricing defaults to a 36 month discounted rate based on this good faith expectation. Alternate terms are available and will follow the term and pricing included in the Price Summary.



Security Monitored Elements

Please refer to the Pricing Summary for the list of included security devices for ActiveDefense™ monitoring. Devices under monitoring include security-related incidents and events. Security monitoring of devices for incidents & events within this section assume customer response unless otherwise noted elsewhere. Sentinel will work with the Customer during the pre-sales and onboarding process to identify the highest value security elements to integrate to the system within the estimated daily ingestion included.

Sentinel will setup the monitoring of these devices and assume compatibility with standard output and plug-in availability for same. Sentinel has noted these devices by type within this section of the contract for review. Devices in this section do not include managed services on the device and assume customer management and only include security event monitoring specific to the device output capabilities.

Device Managed Services Inclusions

Devices with managed services noted in the Pricing Summary, in addition to security monitoring, have been included with full Sentinel managed services. These devices specifically will be noted when onboarded and tracked by serial number and will include full Sentinel managed services. Please see the managed services inclusions and SLAs within the contract for additional details.

Servers and Hosts

Servers and hosts include a lightweight agent for Windows, Linux, and virtual servers. These are a low cost element to monitor on a month-to-month basis. The Pricing Summary lists the number of devices included in the minimum contract commitment, which are often different once actually onboarded. The final count will be metered and invoiced monthly in addition to the discount level set by the contracted minimum commitment within the Pricing Summary. Sentinel highly recommends these on domain controllers, IP services (DNS, DHCP, etc.), as well as public IP exposed servers. Servers can add to the daily ingest cost of the ActiveDefense™ Splunk licensing and therefore should be used on high value assets. It may have a negative cost-to-value benefit when placed on all servers or a high volume of servers where indications of compromise within Windows logs are minimal.

Ongoing Security Scanning

Sentinel offers ongoing vulnerability scanning in multiple options. These include but may not be limited to:

- ActiveDefense™ integrated – in these scenarios, the scanning is integrated to the ActiveDefense™ platform and includes applicable dashboards.
- Stand-Alone – Sentinel offers scanning products under managed services without integration to the ActiveDefense™ platform.

Sentinel offers multiple supported platforms including:

- Tenable.IO under a Sentinel-managed contract.
- Customer bring-your-own self-managed, including Rapid7 and other leading platforms compatible with Splunk.
- Microsoft Defender for Endpoint with vulnerability services, OS hardening, and other advanced protection technologies – this can be offered Sentinel or customer managed.

Additional "as a Service" offerings include options for:

- Sentinel Advisory services to provide expert insights into the overall vulnerability of the customer environment, prioritization of activities, and overall program definition and management.
- Sentinel managed services to perform remediation of most vulnerabilities either via a contracted managed services contract or on a time & materials basis leveraging subject matter experts applicable to the vulnerable devices or services needing remediation.

Please refer to the Pricing Summary for the applicable inclusions. Sentinel pre-sales and onboarding resources will work with the customer to assure the onboarding of services applicable to the specific vulnerability technology and services including within this Fortis® contract.



Additional Included Customization

The following additional services have been included as identified in the Pricing Summary. Ongoing support for same are included in the managed services assuming the vendors continue to maintain compatibility of APIs, integration points, syslog output, and more. Any modifications to integrate same are included during the managed services engagement. Any efforts to maintain custom integrations beyond 4 hours of total effort past the initial development identified within the Pricing Summary are subject to additional charges to be identified and negotiated on a case by case basis with the customer.

Custom Plug-In Development

Custom plug-in development is available for integrating customer-specific products and services to the ActiveDefense™ platform. These services are included based on the product's documented APIs and/or output capabilities, and ongoing support for same are included with the solution. Ongoing use of the plug-ins is included within this contract as well as re-use by Sentinel in other Fortis® services and offerings as applicable. Sentinel maintains a library of openly available, Sentinel proprietary and customized plug-ins available to all ActiveDefense™ customers under a current ActiveDefense™ contract and with accounts in good standing. Source code is the property of Sentinel Technologies, Inc.

Please refer to the Pricing Summary for any custom development and integration included within this contract. All custom plug-in development assumes compatibility of applications and open APIs/output services with open standards and Sentinel ActiveDefense™ XDR services. Every effort in the pre-sales engagement has been made to explore any custom development compatibility, and probability of success is expected to be very high. Sentinel makes no commitment on the quality of the target applications output/API capabilities and will integrate same with the best possible common capabilities. In the event that a plug-in does not work as expected or is incapable of being created, the one-time integration for and any ongoing monthly commitment for the integration and application will be removed from the contract via a contract change form, which will waive all liability for same from the customer and Sentinel. The remaining contracted commitment and items will remain intact and unchanged. Sentinel also includes creation of alerts and alarming within each plug-in but cannot guarantee the quality of each vendor's log categorization, alarming, and alerting. Sentinel can recommend vendors that are strong in various security areas at alerting, alarming, threat intelligence, and overall protection as desired via the pre-sales team or ongoing strategic monthly security meetings.

File Integrity Monitoring and OSSEC Customization

File integrity monitoring (FIM) monitors changes to the system for intrusion detection and is especially critical for certain regulatory compliance requirements such as PCI. If included, the number of devices will be identified within the Pricing Summary and any custom OSSEC integration will also be noted. FIM requires that all devices of interest be included and specified, and any Windows or Linux hosts included must have the host-based IDS services also identified in the Pricing Summary. By default Sentinel will enable syscheck to the system default frequency of inspection but will work with the customer as needed to increase or decrease this frequency based on any internal policy or regulatory compliance requirements provided by the customer. This will include the frequency in time, days of the week to execute, as well as definition of alerting and what parties are alerted as a result of discovering a file change. In addition, a scan time will be identified and while this is not expected to be a disruptive service, Sentinel recommends the scan be done at a time where any disruption of service would have minimal impact to the overall system.

Scanning also will check Windows registry entries and files/directories of interest. The customer must provide all hosts and any entries of interest for the service to be enabled specific to their requirements and systems.

Unless otherwise noted, the areas scanned and frequency will be the ongoing responsibility of the customer. Sentinel can co-manage this process and ongoing scanning with additional managed services and/or scheduled pre-determined points of review.

Any custom OSSEC integration must be identified within the Pricing Summary. This assumes compatibility of the device(s) for OSSEC services. A list of supported devices is available upon request for review by the customer to identify any systems/devices outside of the supported devices that might require custom OSSEC integration. It will be the customer's responsibility to deploy the agent unless the server is under a Sentinel managed service. If customer requires Sentinel to deploy the agent this can be done on a time and materials basis.



Sentinel will require a customer premises or cloud-hosted VM for OSSEC services. This is included in the onboarding, but any IaaS or other charges are not included and assumed to be customer-provided for the setup of the OSSEC system for the ActiveDefense™ service.

Security Operations Center – Enterprise SOC Services

Contract Inclusions, Licensing and Subscriptions

The following services are included in the monthly recurring services specific to the Sentinel managed Security as a Service (SECaaS) contract. All inclusions apply for the term of the contract while the customer account is in good standing.

Security as a Service Responsibilities and Inclusions

Sentinel SOC Services are dependent on an active and current SECaaS contract for XDR and sensors. This can be an existing contract or may be combined with this SOC contract. For SOC services, the SECaaS contract must be in place with an account in good standing and a Fortis® Threat Exchange (FTX) subscription in place.

ActiveDefense™ SOC Licensing

SOC services require at least one or more log sources to be in place to the Fortis® ActiveDefense™ platform. Sentinel SOC services do not limit the number of log sources and is designed to be licensed by user, server, and IoT device types.

- **Server Subscriptions** – Server licensing requires an active SECaaS plug-in per server in support of the HIDS agent deployment. In addition, customer agents and log sources can be integrated with the proper FTX subscription in place under a SECaaS contract or within the Pricing Summary. Sentinel has non-compliance level server integration for logging from the HIDS agent and log sources. Sentinel also offers a PCI level server log integration, which adds file integrity monitoring for servers with this additional regulatory compliance requirement. Please refer to the Pricing Summary for the number of servers included for SOC services.
- **End User Subscriptions** – User licensing is required for SOC services and must cover all users within the environment being monitored. If partial users are included, such as in education environments where admin staff may be included but students are excluded, it is required that the system be deployed in the environment to filter out these specific users (usually via network segmentation). User licensing assumes one active device per user and up to 4 devices per user. This coverage assures any device with traffic being inspected is supported, including but not limited to PCs, phones, tablets, and multiple same device types.
- **IoT Device Subscriptions** – Sentinel continually adds device-specific profiles such as industrial devices, medical devices, and others. This is to identify normal traffic and abnormal traffic patterns. In addition, specific products such as Medical NAC from Cisco offer profiles by medical device, which can be integrated to the Fortis® Threat Exchange. Devices will be placed in a specific asset group within the XDR and alerting on devices will be setup within the SOC as long as these devices are identified and licensed within the SOC inclusion. Most assets will have a visual dashboard within the ActiveDefense™ platform and categorize risks applicable to the platforms integrated approach (kill chain, MITRE, etc.).

SOC Services Inclusions

Security Operations Center (SOC) inclusions are specific to the security incidents & events in the ActiveDefense™ platform. These alarms are integrated through the Fortis® Threat Exchange (FTX), and require an active and current SECaaS contract in place along with SOC licensing/subscription for all items noted in the previous section.

SOC Analyst Services

With current licensing/subscriptions in place, the following services are delivered by the SOC in addition to all contracted inclusions for the SECaaS technology platform and FTX system. These events can be triggered by automatic ticketing (see later section) or via a Sentinel or customer initiated SOC ticket being opened for the identified SIEM event:

- **Notification** – Phone and email notification by the SOC engineer to the customer contact(s) identified during onboarding.
- **Investigation** – SOC analysts will investigate the alert within the SIEM and the customer environment within reason, with access to pertinent customer assets. This is done in conjunction with the customer's IT team. The ticket will remain open during the investigation period.



- Remediation Guidance – SOC analysts will provide documented and undocumented advice on the remediation of triggered alerts. Guidance needed for specific systems by Sentinel experts beyond the SOC Analyst assistance is available at an additional charge.
- Host Isolation Services – SOC analysts will perform host isolation, assuming the proper licensing and features of host isolation is configured in the customer's endpoint detection technology.

Actual remediation is the responsibility of the customer unless an appropriate managed services contract is in place on the specific device. Under the managed services contract, those SLAs will dictate within contract what is included for remediation services. Devices or security risks not covered under either contract can have remediation provided either via discounted retainer rates or via standard time & materials rates through Sentinel's managed services or field services on-site team as needed.

On-site remediation is available with a Sentinel triage service ticket open. Sentinel will work remotely or on site with a remediation kit and will work in conjunction with the customer to help stop and recover from an attack.

SOC Alerting and Hunting

Sentinel will provide 24x7x365 SOC services, which includes but may not be limited to the following:

- All ActiveDefense™ and Fortis® Threat Exchange (FTX) inclusions within those contract terms.
- Sentinel analysts will threat hunt within the customer environment as well as the ActiveDefense™ platform, and will add correlations specific to the customer to constantly improve detection.
- Monthly and Quarterly Reviews.
 - All events in the ActiveDefense™ platform will be reviewed and categorized within monthly or quarterly meetings as included in the contract. Sentinel recommends all SOC services include the full quarterly and monthly reporting services to cover all SIEM events on a regularly scheduled basis.
 - Environmental Awareness – within the SIEM this is a level of information not specific to an attack but focused on the Customer environment. This is included in the security intelligence reviews delivered by the SECaaS/SOC team.
- Automated Ticketing
 - Automated ticket alerting on events within the cyber kill chain occurs at the following levels of elevation:
 - Actions on Objectives (ActiveDefense™ Platform system compromise) – Attack is inside working – encryption, exfiltration, destruction, or intrusion of another target.
 - Command & Control (ActiveDefense™ Platform compromise) – Outsider communicates with the weapons, providing access inside the target's network.
 - Installation (ActiveDefense™ Platform exploit & installation) – Once delivered, the weapon's code is triggered, exploiting vulnerable applications or systems.
 - Exploitation (ActiveDefense™ Platform exploit & installation) – Once delivered, the weapon's code is triggered, exploiting vulnerable applications or systems.
 - Discretionary auto-ticketing alerts are included on events within the cyber kill chain at the following levels of elevation:
 - Delivery (ActiveDefense™ Platform Delivery & Attack) – Transmission of weapon to target (e.g. via email, attachments, websites, USB, or other physical media).
 - Weaponization (ActiveDefense™ Platform Delivery & Attack) – Pairing access to malware with deliverable payload (e.g. Adobe, Java, Microsoft Office Files).
 - Reconnaissance (ActiveDefense™ Platform Reconnaissance & Probing) – Research, identify, and select targets (web sites, social media, event listings, port scans).
- Global Threat Hunting.
 - During normal working hours security analysts perform a minimum of a global daily review of security logs, hunting for threats that may be specific to any customer tenant or all customer tenant spaces.
 - Identified risks to a specific customer or all customers will have a ticket opened for notification and investigation by the security analyst.
 - Constant feedback to the FTX development team will include creation of the appropriate directive to either shunt or elevate the alert level of identified risks.



BitSight Report Inclusion

Sentinel will leverage our BitSight vendor risk management platform to (at least quarterly) pull reports for the managed security customer for inclusion within the monthly reporting. This will include a rating level similar to a FICO credit score on security along with a grading system from the dashboard on various components. Elements of the BitSight reporting are beneficial for board level reporting and security monitoring. Sentinel recommends the Customer obtain their own BitSight subscription through Sentinel sales, which will provide additional Customer insights, reporting, compromised email addresses from published breaches, and more intelligence not included in the base level reporting.

Containment Services

ActiveDefense™ contracts with containment services, which includes onboarding, planning, and policy definition for the ActiveDefense™ SOC to perform containment of the threats. This is normally provided via a compatible endpoint technology that allows for containment of threats using the centralized control. Any customer environment with containment but lacking this within the endpoint technology will require either a replacement of or an upgrade to a compatible version of the offering to gain these high value, low cost containment services. During onboarding, Sentinel will plan for:

- Containment Policy.
 - Contain user endpoints without or with approval.
 - Contain servers without or with approval.
 - Approval process.
 - Note any delays the approval may involve allowing threats to spread.
 - Document and sign off on containment agreement.

Sentinel will work with the Customer on the default containment agreement and put this in place to contain any threats confirmed as true positive or appearing to be a true positive with the customer. Please note that containing servers and other critical infrastructure **WILL CREATE AN IMPACT TO USERS**. This should be planned carefully, but is highly recommended to avoid widespread damage from a cyber threat. Sentinel can also not 100% guarantee all true positive findings. Sentinel will take the risk approach of the customer on containment and does not guarantee that an indicator appearing to be a true positive is in fact a true positive. Sentinel can adjust the system for normal customer behavior and avoid false positives as best possible, but can't guarantee an analyst investigation appearing to be a true positive without complete investigation. Therefore, something initially flagged and contained as a threat may later end up classified as normal behavior. Sentinel will work with the Customer to avoid this as best possible.

SECaaS Custom Scope of Work – Standard System Deployment

Sentinel will do a standard deployment of the ActiveDefense™ solution, which includes the complete setup, tuning, and optimization of the following:

- ActiveDefense™ Indexer and Search Head within CloudSelect™ Chicago unless otherwise architected within the customer scope of work.
- Establish security VPN communications to customer location(s) included within the scope of work – multiple connections recommended.
- Fortis® premise appliance and sensor if included in the Pricing Summary.
- IDS sensor with all features identified within the previous portion of this contract.
- All features advertised within the solution are included with the deployment.
- All plug-ins identified in the Pricing Summary.
- Reporting will be reviewed and setup to assure complete reporting per the contracted items within the Pricing Summary.
- Hot logging as indicated within the scope of work, metered beyond included period as needed. Sentinel can design long-term warm and cold storage options to customer premises or public cloud targets within a custom scope of work.
- Snapshot protection of the customer instance within CloudSelect®.
- SafeMode snapshots for cyber protection within the CloudSelect® hosting standards – these are air gapped snaps that not even Sentinel can delete without engagement of the array vendor support.
- OSSEC services using customer VM as included within the scope of work and Pricing Summary.
- Splunk forwarder on identified and included Pricing Summary servers noted within the contract.



SENTINEL

- ActiveDefense™ Adaptive Threat Response (ATR) on edge platforms identified in the Pricing Summary – this is an ML-based platform that will look for abnormal risk activities and can inject automated blocking to thwart adversaries before penetrating your defenses. Various customer platforms work differently with ATR and must be identified in the pre-sales or onboarding process as compatible.
- Cloud Services (if included within the Price Summary):
 - Microsoft Azure IaaS.
 - AWS IaaS.
 - Others as noted within the Price Summary.
- SaaS Platforms (if included within the Price Summary):
 - Microsoft M/365.
 - Salesforce.
 - Others as noted within the Price Summary.
- Enterprise applications (as noted within the Price Summary):
 - Epic for healthcare services – this is normally monitored by the customer risk team and is NOT an application run by or alerted to the Sentinel SOC.
 - Others as indicated within the Price Summary.
- Containment services – confirmed compatible endpoint technology as well as setup of policy to auto-block pre-approved, approval required, and other policies.
- Setup for the recurring meetings, BitSight initial baseline reporting, and creation of content to be covered in monthly and documented quarterly updates.
- Project management, tracking, and full system onboarding.
 - Project plan tracking.
 - Recurring meetings through onboarding.
 - Confirmation of all deliverables.
 - Tracking to completion.
 - Graceful hand off to the operations Q&A team with any outstanding items noted and tracked.

Optional items included within the standard packaged services:

Most standard scopes of work are estimated at 4-6 weeks to realize full or near full value of the system within standard pre-build ActiveDefense services. Sentinel will work with the customer on the timeline and create a work breakdown structure within Sentinel ServiceNow WBS for the actual deployment and dependencies. Sentinel is dependent on the customer for some onboarding needs, access to all systems, as well as API access to cloud and other advanced systems. Delays in access or customer activities may impact the onboarding of the services, but should not impact the invoicing events as identified in the Pricing Summary.

Service Offering

The Initial Contract term shall commence on the date the Cloud Service is fully functional for the Customer's use. For the purposes of this Agreement, the respective Cloud offering(s) selected by Customer herein will be considered fully functional when the following occur(s):

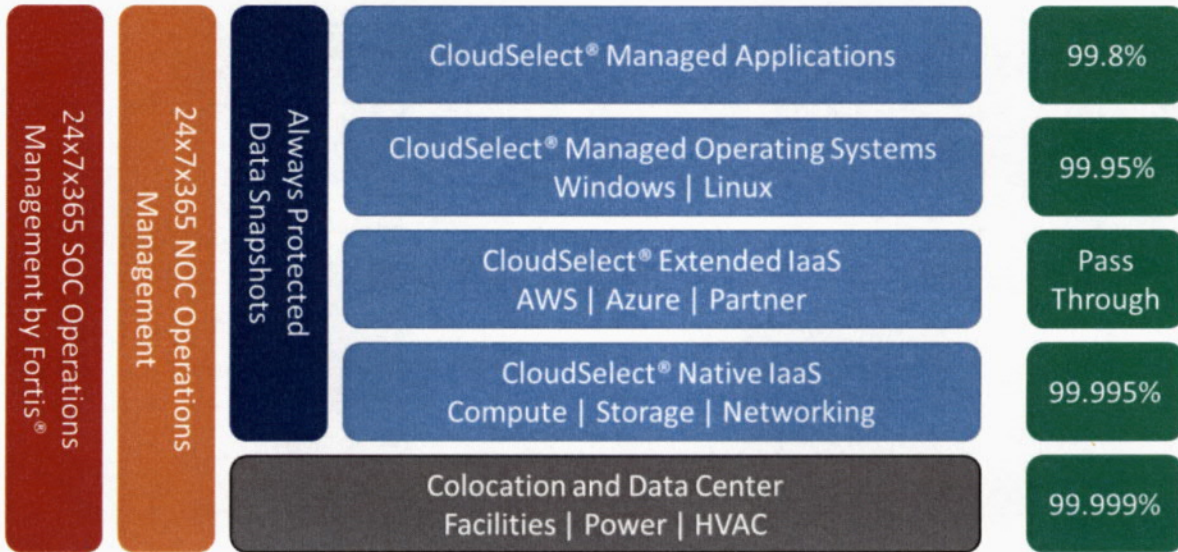
- SECaaS ActiveDefense™ Managed Extended Detection & Response (XDR) – Full contract MRC, ARC and NRC begins when the Splunk license is purchased and the Managed XDR service is available to the customer.



Service Level Agreements (SLAs)

CloudSelect® Availability SLA

The following identifies the various levels of SLAs to apply for any CloudSelect® delivered XaaS offering.



CloudSelect® Native IaaS refers to all services originating from a CloudSelect® data center.

CloudSelect® Extended IaaS refers to any services originating from a third party service or data center, including those owned by the Customer, for direct use or for use as a component in the overall solution.

CloudSelect® Extended IaaS Pass Through uses the specific vendor product and/or service SLAs utilized in the overall solution, if applicable. Contractor is not financially liable for these third party SLA breaches but can assist Customer by providing relevant event and monitoring data.

Fortis SOC & Monitoring Service Level Agreements (SLAs)

Fortis System SLAs

Fortis Systems are built to maintain a minimum SLA uptime of 99.9%. These systems include the ActiveDefense portal and Sentinel's ServiceNOW platform.

Name	Description	SLA
Fortis Systems Uptime	The ActiveDefense Portal is where all security logs, events, alarming, reporting, and correlation takes place. During the onboarding process Customer members are given access to the console. The Sentinel Service Portal is powered by ServiceNOW. The Customer must provide a list of users that shall have access to the Service Portal. The Support Portal allows for the Customer to open new cases, review current cases, and look at previously completed cases. Additional functionality and training for the Service Portal is available during the onboarding phase.	99.9%
Notification of Case Creation to Customer	When a security event correlation creates a case in ServiceNOW, the Customer is notified via email immediately from the system that a case has been generated and is assigned to the Fortis SOC. The Customer must provide email addresses during the onboarding phase to be eligible for this SLA.	99.99%



Fortis – Customer Hosted Splunk Tenants and IDS Sensors SLAs

- 99.5% Commitment on SLAs.
- Incident: an alert generated by the Sentinel NOC, such as an outage or any other unplanned interruption
- SLA exclusions apply for any availability or outage impact related to Customer-owned facilities, public cloud services, hardware, software, and hardware related failures on customer deployed physical appliances (Fortis Application Node)

Incident Priority	Response	Restore (MTTR)
P1	1 hours	8 hours
P2	2 hours	24 hours
P3	8 hours	48 hours

Definitions

P1 – Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no workaround or alternative.

P2 – Critical functionality or network access interrupted, degraded, or unusable, having a severe impact on services availability. No acceptable alternative is possible.

P3 – Non-critical function or procedure unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

Response – Communication to the proper stakeholder(s) of an estimated resolution time

Mean Time to Restore – Time in hours taken to restore the interrupted service. Measurement begins at the time of Notification.

Fortis SOC SLAs

Fortis Time to Detect (TTD) is the time from the incident creation after correlation in our ServiceNOW platform (www.my.sentinel.com) until the Fortis Analyst takes ownership and begins their investigation. The priority of the specific automated security incident is defined in the ticketing platform and assigned by the Fortis Threat Exchange. Customers also have the ability to manually open security cases on the Service Portal and can assign the priority based on the table below.

Time To Detect (TTD) based on Priority	Time from the creation of an incident until the Fortis Analyst takes ownership and begins investigation
Critical	1 Hour
High	2 Hours
Medium	8 Hours
Low	2 Business Days
Very Low	1 Week

Fortis Time to Restore (TTR) is the time from when a Fortis Analyst begins their investigation to the time they perform the customer escalation with remediation guidance, isolation, or case resolution. The priority of the specific automated security incident is defined in the ticketing platform and assigned by the Fortis Threat Exchange. Customers have the ability to request more information or decline the case resolution on the Service Portal. Requesting more information within the referenced ServiceNOW case escalation email or declining the resolution through the Service Portal will place the case back to the "In Progress" state where SLA timers continue to be tracked. Time to Restore (TTR) is measured as an average over the course of the month (Mean Time to Restore or MTTR).

Time To Restore (Measured as average over the month (MTTR))	Time spent from the Fortis Analyst beginning the investigation until customer escalation or resolution.
Critical	1 Hour
High	2 Hours
Medium	8 Hours
Low	2 Business Days
Very Low	1 Week



Fortis Request for Information or System Changes Response Time is the time from the creation of the request until a Fortis Analyst acknowledges, is assigned, and reaches out to the customer to begin the request.

Request for Information or System Changes - Response Time	Time from the creation of the request until a Fortis Analyst acknowledges, assigned, and reaches out to the customer.
Critical	1 Hour
High	2 Hours
Medium	8 Hours
Low	2 Business Days
Very Low	1 Week

Fortis Request for Information or System Changes Time to Resolution (TTR) is the time spent by the Fortis Analyst gathering the requested information or making necessary system changes. Time to Resolution (TTR) is measured as an average over the course of the month (Mean Time to Resolution or MTTR). SLA Time to Resolution exclusions for Request(s) for Information or System Changes may apply to the following:

- Tasks requiring Fortis development efforts
 - Custom alerting
 - Dashboard additions/changes
 - Log source integration
- Information or Report requests from a large time frame or data set

Request for Information or System Changes – Time to Resolution	Time spent by the Fortis Analyst gathering requested information or making necessary system changes.
Critical	2 Hours
High	4 Hours
Medium	8 Hours
Low	2 Business Days
Very Low	1 Week

SLA Financial Commitment

Fortis services not meeting the applicable SLAs require a written request from the Customer for financial remediation, which will include an incident report and review by the Sentinel executive board. Once agreed upon mutually by the parties, the following credits will be applied on account for additional Sentinel services (excluding equipment, licensing, or other purchase). This written request must come within 30 days of the reported SLA miss:

Any event, confirmed via the Fortis SOC which is the system of record, will be compensated as follows:

Below Agreed SLA	Credit Allowance for Outage Longer than Target
0%-2.5%	5% of monthly fee of specific service for affected devices
<2.5%-5%	10% of monthly fee of specific service for affected devices
<5% to 10%	20% of monthly fee of specific service for affected devices
>10%	30% of monthly fee of specific service for affected devices

General SLA Exclusions

SLA Exclusions include, but are not limited to, the following:

- Planned service outages
- Any availability or outage impact related to Customer-owned facilities, public cloud services, hardware, software, or other third party dependencies
- Any availability or outage impact related to Customer-side security breaches or compromised service credentials
- Errors associated with improper use of the Fortis systems (credentials, call sequence, method formats, etc.)



- Any external factor affecting Customer from making use of Fortis systems or services
- Any physical or logical disruption occurring in the Customer environment
- All SLA exclusions identified in connection with individual service offerings noted elsewhere within this Agreement.

General Provisions, Limitations and Exclusions

- Fortis SOC service provides detection, expert analysis, and response to the customer. The service for a Customer environment does not claim or achieve the ability of complete risk elimination, and therefore Fortis by Sentinel does not guarantee that unauthorized activity and compromises will not occur in the Customer environment.
- Fortis by Sentinel will replace provided Fortis Application Nodes that are not functioning properly due to malfunctions, inadequate system resources, or obsolescence. Fortis Application Nodes replacement in the customer environment may be new or refurbished.
- Fortis by Sentinel configures event types, alarming, and thresholds in accordance with best practices, which are available on request. Any custom event types or thresholds may be included at an additional charge.
- Unless otherwise included in this or a separate contract, Fortis by Sentinel will provide all services remotely only.
- Unless otherwise stated within this contract, no on-site support is included in the base fees.
- The recording and/or monitoring of incoming and outgoing telephone calls between Contractor and Customer will be undertaken by Contractor, subject to the consent of all parties to such calls, for the purpose of providing constructive performance feedback, pursuing complaints, taking corrective action, measuring satisfaction or for any other purpose Contractor deems relevant to improving customer service.
- Fortis by Sentinel is not responsible for outages due to acts of God or nature.
- Sentinel is not responsible for third-party telecommunications carrier outages that cause the system to become offline or outages of third-party utilities providers.
- The Customer is responsible for all licensing of third-party products used by Customer.
- All managed devices and systems will have a current manufacturer's product-support and/or warranty contract in place. At Fortis by Sentinel's sole discretion, systems not covered by a manufacturer's product-support and/or warranty contract will be managed on a "best effort," basis and will not be included in SLA commitments.
- Fortis by Sentinel's participation in any Customer scheduled reoccurring meetings is not in scope.

Solution-Specific Terms & Assumptions

Terms & Assumptions

- Please review and refer to the Termination, Limitation of Liabilities, Indemnifications, Warranties, Confidentiality, Export Control, Force Majeure, Governing Law & Jurisdiction, Termination Fees, and Internet Acceptable Use Policy Provisions located at <http://www.sentinel.com/Products/CloudStandardTerms>, which are incorporated by reference herein as fully set forth.
- **Usage Charges** – All non-recurring charges set forth in the Pricing Summary, if any, shall be payable on or before the date of the initial Customer kick-off meeting between the Parties. All recurring charges for each CloudSelect® product shall be billed on a monthly basis, based on average daily usage and shall be due and payable net thirty from receipt of invoice. A minimum monthly recurring charge for each CloudSelect® product will be based on the amount listed in the Contract.



Pricing Summary

Customer agrees to pay Contractor for services in accordance with the following schedule and the Initial Contract Term of 36 months:

ActiveDefense™ Managed Detection & Response		
36 Month Discount Commitment		
MDR Services - See Detailed Sections for Specific Inclusions	MRC	NRC
ActiveDefense™ Monitored Elements <ul style="list-style-type: none"> • Sentinel Always Secure alerting and alarming logic with SOC ticketing integration • Endpoint, Edge, Network, Cloud and more - see detailed log sources included • Sentinel ActiveDefense™ MDR application powered by Splunk • Advanced dashboards for all log elements included - demonstration available • Included OTX and Talos threat feeds - see detailed for additional optional feeds • Custom log sources available, if included noted within the detailed sections ActiveDefense™ Platform <ul style="list-style-type: none"> • Sentinel developed and optimized managed detection and response application • Sentinel DevOps continuous development and advancement • Optimized for Sentinel SOC services with alarming and alerting • Based on Splunk Enterprise log sources - does not require Splunk premium apps • Advanced dashboards for every ActiveDefense™ log source included <ul style="list-style-type: none"> • Snapshot backup protection • See details for single instance or dual geo distributed Splunk design • VPN to Sentinel CloudSelect included - see details for throughput required • Data retention default 3 months, additional storage invoiced at \$0.09/gb/mo see details for months of inclusion available • Custom hot, warm, cold and frozen retention designs available - recommended to customer on-site storage, AWS or Azure cloud ActiveDefense™ Adaptive Threat Response (ATR) <ul style="list-style-type: none"> • Correlation of events for automation blocking within supported Edge • See details for included devices, no monthly charge with SOC services 	\$ 6,589.37	\$ 18,605.00
Splunk Enterprise Core Subscription <ul style="list-style-type: none"> • Service defaults to 3 year discount, pre-paid annually • Includes managed services, Splunk VM on CloudSelect® • This is estimated to Sentinel's best effort with optimized and filtered logs • If actual licensing requires more ingest, this will be added with a cost via project change agreement 	<i>Included Above</i>	<i>Splunk onboarding included above</i>
ActiveDefense™ Security Operations Center Analyst Services <ul style="list-style-type: none"> • 24*7*365 Sentinel staffed experienced analyst services • Investigation, notification, remediation guidance included • Daily threat hunting with feedback loop to Sentinel SecDevOps continuous development and platform advancement • Assigned SOC commander with full "around the clock" staffing • Containment services available, see details for containment inclusion • SLA driven alerting and monitoring included, see contract for details 	<i>Included - See Details for More</i>	
ActiveDefense™ Security Operations Center Proactive Containment <ul style="list-style-type: none"> • Containment/isolation of endpoints - requires capabilities within endpoint protect • Highly recommended to avoid malware and hacking success • During onboarding process/policy will be defined for rapid containment response 	<i>Included - See Details for Specifics</i>	



ActiveDefense™ Managed Detection & Response		
36 Month Discount Commitment		
MDR Services - See Detailed Sections for Specific Inclusions	MRC	NRC
ActiveDefense™ Threat Intelligence • Base service includes Open Treat Exchange (OTX) and Talos feeds • See details for advanced options available and/or included	Included with Service	
	MRC	NRC
MINIMUM COMMITMENT PRICE BASED ON DESIGN	\$ 6,589.37	\$ 18,605.00
New Customer and 36 Month Commitment Discount	\$ (724.83)	\$ (2,046.55)
DISCOUNTED MINIMUM COMMITMENT PRICE	\$ 5,864.54	\$ 16,558.45

Quote is valid for 30 days from date of submittal

Certain geographies have imposed taxes on cloud services consumption. Tax requirements will be determined at the time of sale and applicable taxes will be added to the actual cloud invoices.

Definitions & Assumptions:

MRC - monthly recurring minimum commitment charge - metered use at contracted rates beyond minimum use commitment

NRC - non-recurring one time charge

All contracts assume 36 month commitment unless otherwise noted

All pricing valid for 30 days

ActiveDefense – XDR

Sentinel ActiveDefense™ Managed Detection & Response		
Monthly Recurring Provisioned Minimum Commit (MRC)	\$	6,589.37
Provisioning Non Recurring (NRC)	\$	18,605.00
Powered by splunk >	*SOC MRC Per Device Summary	\$ 3.74
	*SOC MRC Per User + Server Summary	\$ 11.98
<i>*Excludes optional SOC isolation if included as proposed</i>		

NIST IDENTIFY - ActiveDefense™ Compliance Interview		Notes
Compliance & Ticketing Q&A Overview		
Does this solution require any other regulatory compliance?	Other Not Listed	CJIS
How will the customer ticket on incidents and events?	Ticketing via SECaaS	& Sentinel SOC ticketing

ActiveDefense™ User Input		
Total Users in Scope		
Number of Users • This should be the total number of users that will add to EPS calculations • For example more users will increase sizing for endpoint, sensors, etc... • This is likely to match SOC users but some may vary depending on design	# Users	400

ActiveDefense™ Endpoint		
Managed Detection & Response / Advanced Endpoint Security		
Endpoint Security		
Sophos Endpoint Protection (requires Sophos Central API licensing)	#Instances	1

ActiveDefense™ Identity		
Managed Detection & Response / Identity Services with Multi-Factor		
Custom Endpoint Integration		
Custom Endpoint Device - incl up to 16 development hours for log source integration, alarming and alerting - requires special approval - Watchguard - Authpoint (VPN)	#Instances	1



ActiveDefense™ Edge			
<i>Managed Detection & Response / Network Edge Security / Web Application Firewalls & DDoS Protection</i>			
Next Gen Firewalls, IPS and Security Devices	Select		
Custom Edge Integration	Select		
Custom Edge Device - includes up to 16 development hours for log source integration, alarming and alerting - requires special approval (Watchguard FWs)(8xLarge 4xSOHO)	High	#Devices	12

ActiveDefense™ Cloud SaaS Security			
<i>Managed Detection & Response - Cloud SaaS Services</i>			
Custom Cloud Integration	Select		
Custom Endpoint Device - incl up to 16 development hours for log source integration, alarming and alerting - requires special approval (WatchGuard - Network Cloud TDR)	Medium	#Instances	1

ActiveDefense™ Email Security			
<i>Managed Detection & Response - Email Gateways</i>			
Barracuda			
Barracuda Email Security (MSP - Tangent)		#Instances	1

ActiveDefense™ Server Intrusion Detection (IDS)			
ActiveDefense™ Standard Server Log Forwarder (powered by Splunk)			
<i>Splunk Forwarder - Log forwarding from servers and hosts (not required with managed OSSEC below)</i>			
Domain Controllers • Select the best level of activity for events for the environment	Low	#Devices	14
Servers under compliance requirements or hosting sensitive information such as PCI, HIPAA or other (highly recommended)		#Instances	3
On premises email servers (recommended)		#Instances	1
Public facing servers (recommended)		#Instances	7
Other general purpose services		#Instances	17
			General: SCADA Servers

ActiveDefense™ Cloud Infrastructure			
Microsoft Azure IaaS			
<i>Microsoft Cloud Security Monitoring</i>			
Azure • Azure General Events • Azure Active Directory • Sentinel recommends a compatible Azure IPS in parallel for detection	#Instances	1	

ActiveDefense™ SaaS			
Office 365			
Office 365 (API Application Integration) • General events • O365 Exchange • O365 SharePoint Online • Azure Active Directory • O365 data loss prevention • Note that MS varies on log details with E3, E5, ATP and more and experience plus GB/day ingest will vary depending on your licensing provided	#Instances	1	



ActiveDefense™ Platform Experience		
Managed Detection & Response - Foundational Applications and Reporting		
ActiveDefense™ Sentinel Platform Tool		
ActiveDefense™ Foundational Platform <ul style="list-style-type: none"> • Required for any Managed Detection and Response Services • Powered by Splunk - Splunk Enterprise Inclusion • Includes VMware CloudSelect® Virtual Machine in CloudSelect Chicago • Dual redundant distributed designs available - quoted custom only • 32GB DRAM, 500GB storage (Standard 3 day snapshot backup) Indexer 	Estimated GB/Day - Monthly (MRC)	29
Sentinel ActiveDefense™ MDR Application Suite (powered by Splunk) <ul style="list-style-type: none"> • Includes overview dashboards • Log source specific dashboards as identified in previous sections included • Sentinel application included with active contract in good standing • Application code confidential property of Sentinel Technologies, Inc 	New or Added License	Included
ActiveDefense™ Reporting - Standard Reporting Services		
Sentinel ActiveDefense™ Standard Reporting Services <p>Standard Reporting</p> <ul style="list-style-type: none"> • Dashboard output to PDF and other formats included • Edge firewall report <p>Compliance Reporting</p> <ul style="list-style-type: none"> • PCI reporting dashboard • HIPAA reporting dashboard • FFIEC reporting dashboard 	New or Added License	Included

ActiveDefense™ CloudSelect® Infrastructure Inclusions and Retention		
CloudSelect® Threat Exchange Subscription for SECaaS - plug-ins, correlation, automation,	Included with Sentinel ActiveDefense™ App	
Internet VPN bandwidth allocation - shared PVDC	Auto-Calc	5.3
Scale-Out Additional Indexers Recommended per GB/Day Calculated	Auto-Calc	0.0
Redundant Data Center Optional (Default is CloudSelect® Chicago Only)	Chicago DC Only	0.0
Hot Log Retention (months estimated) <ul style="list-style-type: none"> • All log retention on Sentinel CloudSelect® NVME high-perf storage • Long-term/low-cost warm, cold and frozen options available custom quoted using Sentinel AWS or Azure cloud retention tiers - requires custom quote 	3	GB Retention Included <ul style="list-style-type: none"> • Additional retention \$0.09/gb/mo • Actual metered use will be billed
Snapshot storage data protection - SIEM is not backed up only snapshot on array - backup of	Included	
Included Upgrades of Splunk Indexer and CloudSelect® IDS Sensors	Included	
*Events per Second (EPS) and GB/Day of ingest are estimated only based on a cross section of customer actual results, this is not guaranteed and only an estimate. Any adjustments to the sizing are subject to additional charges depending on the variance from estimates with the actual deployment		

ActiveDefense™ Threat Intelligence Feeds		Feeds
Industry leading standard and optional threat feeds		
Sentinel Included Threat Intelligence Feeds <ul style="list-style-type: none"> • Sentinel threat feed dashboard within Sentinel ActiveDefense™ platform application • Open Threat Exchange (OTX) - AT&T bad reputation database • Cisco Talos - Talos known bad IP database 	Included	



Sentinel SecuritySelect™ Operations Center (SOC)
Detection, Notification, Investigation & Remediation Guidance

Security Operations Center (SOC) Bundle Selection	New Full SOC	
Base Enterprise SOC Service <ul style="list-style-type: none"> • Sentinel automated SLA based ticketing to Sentinel enterprise ticketing and SIEM • Security Analyst services including: <ul style="list-style-type: none"> ◦ Identification - identify indicators of compromise (IOCs) ◦ Investigation - investigation of SLA triggered IOCs ◦ Notification - email and phone notification of confirmed compromises ◦ Remediation Guidance - advising customer to remediation of threat 	Included	
SOC Recurring Meetings <ul style="list-style-type: none"> • Quarterly deep dive meetings • Monthly last 30 days reviews • Ongoing security environment recommendations document • Security recommendations document updated with quarterly meeting 	Included	
100 User Starter Pack (400 Devices)	Included	
25 Server Starter Pack	Included	
5 Firewall Starter Pack	Included	
SOC Total Devices Licensed (4 per user assumed)	1,761	
SOC Licenses		
SOC Servers <ul style="list-style-type: none"> • This should be every server with endpoint protection, log service or visible via the IDS. All servers should be covered or will be filtered for no alerting. Quantity should be total servers minus 25 included in base. • These do NOT require host IDS as IOCs can come from AV/Anti-Malware network IDS, supported NGFW, etc... • To receive logs from servers, they require host IDS. This is not required for all servers as log volume will go up significantly driving higher cost and performance SIEM services with scale out. 	#Servers	125
SOC Users <ul style="list-style-type: none"> • Per user licensing • Sentinel allocates 4 IP for each user for user associated and non-user associated devices/IoT 	#Users	300
SOC Network Firewalls and/or IPS <ul style="list-style-type: none"> • 5 included in the base SOC bundle • Supported firewalls get ATR™ at no monthly charge 	#Firewalls	6

ActiveDefense™ SOC Containment
Threat Containment for individual impacted devices via endpoint technology. Must have a supported endpoint protection solution with isolation capabilities

Server Containment Service <ul style="list-style-type: none"> • Supported endpoint technology with remote isolation capabilities required • During onboarding services the rules of isolation will be documented and agreed to via a Sentinel project change request informational only 	150
User Device Containment Services <ul style="list-style-type: none"> • Supported endpoint technology with remote isolation capabilities required • During onboarding services the rules of isolation will be documented and agreed to via a Sentinel project change request informational only 	400



ActiveDefense - Advanced Detection Applications

Authentication Anomaly Alerting

- Requires Sentinel HIDS, OSSEC or Splunk forwarder on domain controllers in CTX section
- Requires Sentinel SOC Service
- Windows Event code consisting of 4625 monitoring with auto ticketing which indicates a failed login attempt
- Default alerting policy (this can be adjusted during onboarding and requires a signed agreement:
 - 1) Low Threshold / Low Probability of Malicious activity - 5 failed login attempts from the same source IP address in 5 minutes
 - 2) High Threshold / High Probability of Malicious activity - 50 failed login attempts from the same source IP address in 5 minutes
- Non-recurring inclusion of up to 6 hours of environmental tuning
- This alert and app usually identifies miss configured devices, end user devices and other environmental conditions requiring customer attention. This is outside of the scope of this non-recurring setup but is available time & material as needed
- Customers that wish to exclude this will sign a waiver during onboarding as this is a primary detection for hacking activity
- Without this included, the only authentication hacking detection will be daily threat hunting

Included

CIS Controls

The Center for Internet Security (CIS) framework has many controls in place that drive maturity across numerous cyber domains including controls that call for addressing Monitoring, Detection and Response capabilities. The Fortis ActiveDefense™ Platform has numerous controls that map to the CIS Framework, allowing your organization to offboard resource intensive cyber capabilities in order to accelerate your organization's cybersecurity maturity posture.

General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.



- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.

Payment Terms

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

***This quote is valid until 07 / 02 / 2022.**

*Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

CUSTOMER:
City of Wyoming

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

P.O. #: _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CHANGE ORDER FOR THE PURCHASE OF POLYMER

WHEREAS:

1. On June 7, 2021, City Council adopted Resolution number 27038 authorizing the purchase of polymer from Hexagon Technologies at a cost of \$1.74 per pound.
2. As detailed in the attached staff report, Hexagon Technologies is requesting a price increase to the 2022-2023 contract price at a cost of \$1.95 per pound for the remaining 2021-2022 fiscal year.
3. It is recommended the City Council accept the price increase from Hexagon Technology.
4. Funds for the purchase are budgeted in account numbers 590-590-54300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve a change order for the purchase of polymer.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future temporary price increases in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Order

Resolution No. _____

STAFF REPORT

Date: June 6, 2022
Subject: Price Increase for Polymer
From: Jon Burke, Clean Water Plant Superintendent
Meeting Date: June 20, 2022

RECOMMENDATION:

It is recommended the City Council accept the price increase to the current bid price for polymer from Hexagon Technologies at a cost of \$1.95 per pound.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Polymer is used in the thickening process to prepare the solid residuals for the land application program.

DISCUSSION:

The approved price for FY22 was \$1.74/pound. The new cost will be \$1.95/pound.

As we were researching chemical prices for FY23, we received a price increase on polymer for the remainder of FY22. After absorbing several increases in raw materials as well as rising fuel costs over the last year, our supplier has determined that they could no longer honor our current price. The new cost went into effect on May 1st however, the last delivery of the year has already arrived, and the new price will only impact that delivery.

BUDGET IMPACT:

This unforeseen cost increase for polymer will cost the Clean Water Plant an additional \$739.20 for FY22. Chemical costs for the CWP are paid from Sewer Fund Account 590.590.54300.740.000

Burke, Jon

From: Raj Shah <raj_shah@bellsouth.net>
Sent: Thursday, June 2, 2022 10:27 AM
To: Burke, Jon
Subject: Re: WY-23

Hi Jon,

Yes, I was planning to see you the week of **Monday, June 13**, but it sounds like you are out of the office at a conference. If you plan to come back to the plant that week, please let me know. Otherwise, I will assume you are not available.

Yes, we had no choice but to increase the polymer price effective **May 1** due to a very volatile market and the continuous rise in raw material costs and fuel costs. As you know, we've never had to do this before and this is an unprecedented time for the polymer market. In 2021, we had a total of four increases from our suppliers and with this fluctuation and constant increase, we could no longer honor the price we gave you a year ago without losing money. At this point, we still cannot guarantee a fixed price for a whole year, but I am hoping we can stick to \$1.95/lb. at least until the end of this year 2022. Remember also that we pay incoming and outbound freight as your price includes the delivery and all fuel surcharges.

Thanks and let me know if you have any questions - please keep me posted.

Raj Shah
Technical Services Manager
Hexagon Technologies

www.hexagontech.net

On Thursday, June 2, 2022, 08:30:26 AM EDT, Burke, Jon <burkej@wyomingmi.gov> wrote:

Good morning Raj, I have a couple things for you today.

I am indeed going to be at a conference the week of June 12th. I'm not sure what day I will return if at all that week.

The other thing is, I missed the fact there would be a price increase in the polymer before July 1st. If that is the case, I cannot pay your invoice without taking it to the council for approval first. I don't have a problem doing that, but the next meeting isn't until June 20. That means you won't get paid until later that week. If that was a mistake and you want to send another invoice, I can pay you immediately.

Let me know how to proceed,

Jon

Jon Burke

Superintendent

City of Wyoming Clean Water Plant

office: 616-261-3576

cell: 616-813-4618

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF LABORATORY SUPPLIES FROM
VWR INTERNATIONAL INC. AND FISHER SCIENTIFIC COMPANY LLC

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of laboratory supplies from VWR International Inc. and Fisher Scientific Company LLC using the State of Michigan MiDEAL contracts.
2. It is estimated the utility plant laboratories will spend approximately \$130,000 for laboratory supplies.
3. Funds are available in account numbers 591-591-55310-740.000 and 590-590-54310-740.000 with the appropriate account being charged at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of laboratory supplies from VWR International Inc. and Fisher Scientific Company LLC through March 31, 2023.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: June 6, 2022
Subject: Laboratory Supplies – Purchases via MiDEAL Contract
From: Jaime Fleming, Utilities Laboratories Manager
Meeting Date: June 20, 2022

RECOMMENDATION:

It is recommended that the City authorize the purchase of laboratory supplies from VWR International, Inc. and Fisher Scientific Company, LLC using the MiDEAL contracts.

COMMUNITY, SAFETY, STEWARDSHIP:

The Utilities laboratories actively engage in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our compliance with regulatory requirements and permit limitations, guide treatment process control decisions, ensure success of our biosolids program, and monitor permit compliance of our industrial sewer users.

DISCUSSION:

MiDEAL is an extended purchasing program which allows Michigan cities, townships, villages, counties, school districts, universities, community colleges and nonprofit hospitals to use state contracts to buy goods and services.

The MiDEAL vendor contracts for laboratory supplies are currently with VWR International, Inc. and Fisher Scientific Company, LLC and expire on 3/31/2023. The websites for VWR International and Fisher Scientific are connected to current MiDEAL contract pricing which allows lab staff to easily compare items with other vendors to obtain the lowest possible prices at the time of purchase.

BUDGET IMPACT:

It is estimated that the utility plant laboratories will spend approximately \$130,000 annually on laboratory supplies purchased via MiDEAL contract pricing.

Funds for the purchase of laboratory supplies are available in the Water Fund Treatment Lab Services account 591-591-55310-740.000 and Sewer Fund Treatment Lab Services account 590-590-54310-740.000.

RESOLUTION NO. _____

RESOLUTION TO ENTER INTO A CONTRACT WITH TRACE ANALYTICAL LABORATORIES, INC. TO PROVIDE THIRD PARTY LABORATORY SERVICES AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council authorize Trace Analytical Laboratories, Inc. to provide third party laboratory services for the Drinking Water Plant and Clean Water Plant.
2. It is estimated the City will spend approximately \$106,500 this year for the laboratory services.
3. Funds for these services are budgeted in account numbers 591-591-55310-930.000, 590-590-54310-930.000 and 590-590-54800-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize Trace Analytical Laboratories, Inc. to perform third party laboratory services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

ATTACHMENTS:
 Staff Report
 Contract

 Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: June 6, 2022

Subject: Third Party Laboratory Services - Trace Analytical Laboratories

From: Jaime Fleming, Utilities Laboratories Manager

Date of Meeting: June 20, 2022

RECOMMENDATION:

It is recommended that City Council approve continued laboratory services as provided by Trace Analytical Laboratories, Inc.

COMMUNITY, SAFETY, STEWARDSHIP:

Laboratory analyses quantifiably document our utility plant compliance with regulatory requirements and permit limitations, guide treatment process control decisions, ensure success of our biosolids program, and monitor permit compliance of our industrial sewer users.

DISCUSSION:

The largest portion of the testing required of the City's treatment plants is conducted in-house. The lab staff's expertise and skill, along with a long history of investment in technology and training, make this possible. Wyoming's capabilities in this regard are unique among utilities statewide. However, there are some types of testing that are sent to a third-party laboratory for processing due to the services they provide in the time frame needed.

Currently, Trace Analytical Laboratories in Muskegon is used for most of our third-party service needs as they have the necessary certifications to meet regulatory requirements. Trace also provides courier service which eliminates the cost of shipping samples or waiting for mail delivery of sample containers.

Examples of testing that Trace Analytical Laboratories performs for us:

DRINKING WATER PLANT

Test	Cost	Frequency
Total Organic Carbon	\$31	2/month
Cryptosporidium	\$500	2/month
Lead/Copper	\$27.25	30/period*
PFAS	\$400	4/year

*Per monitoring period

CLEAN WATER PLANT

Test	Cost	Frequency
Low Level Mercury	\$65	4/month
Volatile Organics	\$65	24/year
Semi-volatile Organics	\$158.80	24/year
PFAS	\$400	60/year
Biosolids - Organics Analysis	\$223.80	2/month
Biosolids - Mercury	\$21.80	2/month

BUDGET IMPACT:

The estimated yearly amount for Trace Analytical Services is:

- Drinking Water Plant - \$18,500
- Clean Water Plant/IPP - \$70,000
- Biosolids - \$18,000

Funds for third-party laboratory services are budgeted in the following accounts:

- Water Fund 591-591-55310-930.000
- Sewer Fund 590-590-54310-930.000
- Biosolids 590-590-54800-930.000

CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(OVER \$8,500)

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905.

Professional means: Trace Analytical Laboratories, Inc.
[Name of contracting entity]
A. Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2241 Black Creek Road
[Professional's street address]
Muskegon, MI 49444
[Professional's city, state & zip]

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

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

Effective Date means: June 21, 2022.

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

Proposal means Professional's (2) proposals attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

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

None.

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

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

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

City of Wyoming

By: Jack A. Poll, Mayor

By: Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form: 
Scott G. Smith, City Attorney

Trace Analytical Laboratories, Inc.

By: Jon Mink
Digitally signed by Jon Mink
DN: cn=Jon Mink, o=Trace Analytical Laboratories, Inc., ou=Senior Project Manager, email=jmink@trace-labs.com, c=US, Date: 2022.06.01 15:54:57 -0400
[Signature officer, director or principal of Professional]
Jon Mink Senior Project Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: June 1, 2022

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
3. **Grant Compliance.** Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - E. Neither Professional nor Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that Professionals or others engage in for or on behalf of City. Accordingly:
 - A. Professional in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Professional will engage with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
 - F. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.
7. **Ethical Standards.** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
8. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

10. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to City upon City's payment of any amounts due Professional under the City Contract. City will hold Professional harmless from and indemnify Professional for any liability resulting from the use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.

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

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

13. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

14. Risk Allocation. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage occurring as a result of the Services. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Professional will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

15. Insurance. Professional must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
ADDITIONAL INSURED
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Professional will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

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

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

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

EXHIBIT B

Trace Analytical Laboratories, Inc.
2241 Black Creek Road
Muskegon, MI 49444-2673



231-773-5998 Phone
888-979-4469 Fax
www.trace-labs.com



Analytical Price Quotation

Quote# City of Wyoming DRINKING WATER-Fiscal Pricing - 22-0511

Please reference the quote number on the chain of custody to ensure correct billing.

Quote Date: 5/11/2022

Attention: Jaime Fleming
Client: City of Wyoming
Service Address: 2350 Ivanrest
Wyoming, MI 49418
Phone: 616-261-3572
Email: flemingj@wyomingmi.gov

Project Name: Fiscal Pricing July 2022-July 2023
Matrix: Wastewater

Trace Contacts:

Senior Project Manager: Jon Mink Ext. 224
Email: jmink@trace-labs.com
Cell: 231-578-2687

Project Manager: Tim Brewer Ext. 238
Email: tbrewer@trace-labs.com
Cell: 231-215-0932

Project Manager: Drew Hilleary Ext. 264
Email: dhilleary@trace-labs.com
Cell: 231-215-1847

Business Development Specialist: Dan Sroka
Email: dsroka@trace-labs.com
Cell: 231-215-4561

Trace Analytical Laboratories, Inc. Terms:

Turnaround Time: Standard 5-10 business days. Shorter turnaround times are available with prior Manager approval and will incur a surcharge per sample. Please contact a Manager to schedule.

Sampling Supplies (e.g. bottles, coolers, etc.) and delivery to the client are included in Trace's fees.

Please give as much advance notice as possible. Additional fees may apply for expedited deliveries.

To order Sampling Supplies, please send an email request to: samplegroup@trace-labs.com or contact a Project Manager.

Sample Handling, Storage, and Disposal Fee

A single charge of \$8.00 for Sample Handling, Storage & Disposal is applied to each invoice, applicable to Invoicing Payment Terms.

Sample Return to Laboratory

Samples must be returned to the laboratory on ice and in a timeframe that meets EPA Hold Time and Temperature Requirements.

To assist in meeting these requirements, Trace Labs offers Sample Pickup for clients within a 3 hour radius from the lab for a fee.

Sample Pickups must be scheduled in advance to ensure the integrity of all client hold and temperature requirements.

To schedule a sample pickup, please send an email request to; samplegroup@trace-labs.com and contact your Project Manager.

Clients outside of the 3 Hour Radius are responsible to ship samples directly to the laboratory within the appropriate shipping times to meet EPA Requirements. Additional fees may apply for expedited shipments via Trace Labs, Fed Ex, UPS or USPS.

Payment Terms after Determination

Credit Card- Payment must be completed before any results are released to the client. A \$5 processing fee is applied for all C.C. Payments.

Invoicing- Net 30 Days -All Invoices are due Strictly within 30 Days of the invoice date. Longer terms must be Pre-Approved.

Any invoice disputes must be raised within 30 days of the invoice date. A challenge does not entitle any deferment of payment.

In the event it is necessary to commence collection proceedings, the Client shall pay all collection costs incurred including interest at 1.5% for past term time and reasonable attorney's fees.

Pricing is subject to change, notification will be given in advance by email or phone.

Trace Analytical Laboratories, Inc.
 2241 Black Creek Road
 Muskegon, MI 49444-2673



231-773-5998 Phone
 888-979-4469 Fax
 www.trace-labs.com

Line Item	Description	Method	Unit Price
	<u>Drinking Water</u>		
1	Anions, Each	EPA 300.0	
2	Cryptosporidium/Giardia	Subcontract	\$500.00
3	Cyanide, Free	EPA OIA1677	\$27.25
4	DBPs Package (TTHM & HAA5)	EPA 524.2/552.3	\$185.00
5	HAA5	EPA 552.3	\$150.00
6	Hardness	EPA 200.7	\$27.25
7	Lead & Copper	EPA 200.8	\$27.25
8	Metals- Complete Public Supply	Various	\$109.25
9	Nitrate & Nitrite Package	EPA 300.0	\$27.25
10	Partial Chemistry	Various	\$38.75
11	PFAS- 18 Cmp WITH Field Blank Run	Subcontract	\$400.00
12	SOCs- EGLE List (Pest, Herb, Carb)	Subcontract	\$465.00
13	SUVA	Various	\$66.25
14	TOC- Total Organic Carbon	SM 5310B-14	\$31.00
15	TTHM	EPA 524.2	\$85.00
16	VOCs	EPA 524.2	\$85.00
	<u>Misc. Fees</u>		
17	Std. Sample Pickup Services, per Event		NO CHARGE
18	Sample H,S,&D Fee, per INVOICE		\$8.00

Quotation Notes and Remarks Section

- # This Pricing is EFFECTIVE JULY 1, 2022 for Wyoming's Fiscal Year, Expires JUNE 30, 2023
- ## Pricing is subject to change, notification will be given in advance by email or phone.

~End of Quote~

Trace Analytical Laboratories, Inc.
2241 Black Creek Road
Muskegon, MI 49444-2673



231-773-5998 Phone
888-979-4469 Fax
www.trace-labs.com



Analytical Price Quotation

Quote# City of Wyoming WASTEWATER-Fiscal Pricing - 22-0511

Please reference the quote number on the chain of custody to ensure correct billing.

Quote Date: 5/11/2022

Attention: Jaime Fleming
Client: City of Wyoming
Service Address: 2350 Ivanrest
Wyoming, MI 49418
Phone: 616-261-3572
Email: flemingj@wyomingmi.gov

Project Name: Fiscal Pricing July 2022-July 2023
Matrix: Wastewater

Trace Contacts:

Senior Project Manager: Jon Mink Ext. 224
Email: jmink@trace-labs.com
Cell: 231-578-2687

Project Manager: Tim Brewer Ext. 238
Email: tbrewer@trace-labs.com
Cell: 231-215-0932

Project Manager: Drew Hilleary Ext. 264
Email: dhilleary@trace-labs.com
Cell: 231-215-1847

Business Development Specialist: Dan Sroka
Email: dsroka@trace-labs.com
Cell: 231-215-4561

Trace Analytical Laboratories, Inc. Terms:

Turnaround Time: Standard 5-10 business days. Shorter turnaround times are available with prior Manager approval and will incur a surcharge per sample. Please contact a Manager to schedule.

Sampling Supplies (e.g. bottles, coolers, etc.) and delivery to the client are included in Trace's fees.

Please give as much advance notice as possible. Additional fees may apply for expedited deliveries.

To order Sampling Supplies, please send an email request to: samplegroup@trace-labs.com or contact a Project Manager.

Sample Handling, Storage, and Disposal Fee

A single charge of \$8.00 for Sample Handling, Storage & Disposal is applied to each invoice, applicable to Invoicing Payment Terms.

Sample Return to Laboratory

Samples must be returned to the laboratory on ice and in a timeframe that meets EPA Hold Time and Temperature Requirements.

To assist in meeting these requirements, Trace Labs offers Sample Pickup for clients within a 3 hour radius from the lab for a fee.

Sample Pickups must be scheduled in advance to ensure the integrity of all client hold and temperature requirements.

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In the event it is necessary to commence collection proceedings, the Client shall pay all collection costs incurred including interest at 1.5% for past term time and reasonable attorney's fees.

Pricing is subject to change, notification will be given in advance by email or phone.

Trace Analytical Laboratories, Inc.
2241 Black Creek Road
Muskegon, MI 49444-2673



231-773-5998 Phone
888-979-4469 Fax
www.trace-labs.com

Line Item	Description	Method	Unit Price
	<u>Biosolids</u>		
1	Anions, each	EPA 300.0	\$14.20
2	Mercury, Total	EPA 7471	\$21.80
3	Metals Digestion	EPA 3051	\$8.40
4	Metals, Each	EPA 6010/6020	\$11.00
5	Percent Moisture/Solids	ASTM	\$6.25
6	Pesticides	EPA 8081	\$129.40
7	Solids, Dry Weight	ASTM	\$6.50
8	SVOCs	EPA 8270	\$158.80
9	VOCs	EPA 8260	\$65.00
	<u>Waste Characterization</u>		
10	Corrosivity/pH	EPA 9040/45	\$9.20
11	Metals Digestion	EPA 3051	\$8.40
12	Metals, Each	EPA 6010/6020	\$11.00
13	Paint Filter	EPA 9095B	\$13.40
14	Percent Moisture/Solids	ASTM	\$6.25
15	TCLP Metals Extraction	EPA 1311	\$39.40
16	TCLP MI 10 Metals	EPA 6010/7470	\$120.80
17	TCLP RCRA 8 Metals	EPA 6010/7470	\$98.80
18	TCLP SVOCs	EPA 8270	\$158.80
19	TCLP SVOCs Extraction	EPA 1311	\$39.40
20	TCLP VOCs	EPA 8260	\$65.00
	<u>Wastewater</u>		
21	Anions, each	EPA 300.0	\$14.20
22	Benzidines	EPA 625.1SIM	\$188.00
23	Chlorinated Hydrocarbons	EPA 612	\$109.25
24	Chronic/Acute Toxicity Ceriodaphnia dubia	Subcontract	\$525.00
25	Chronic/Acute Toxicity Fathead Minnow	Subcontract	\$525.00
26	Cyanide, Amenable	EPA 335.1	\$53.00
27	Cyanide, Available	EPA OIA1677	\$65.60
28	Cyanide, Total	ASTM D7511	\$26.80
29	Hardness	EPA 200.7	\$22.00
30	Mercury, Low Level	EPA 1631E	\$65.00
31	Mercury, Total	EPA 245.1	\$21.80
32	Metals Digestion	EPA 200.2	\$8.40
33	Metals, Each	EPA 200.7/8	\$11.00
34	Metals - MI 10	Various	\$120.80
35	Metals- RCRA 8	Various	\$98.80
36	Oil & Grease	EPA 1664	\$50.00
37	PCBs	EPA 8082/608	\$79.00
38	Phenolics, Total	EPA 420.4	\$55.00
39	Pesticides	EPA 8081/608	\$129.40
40	SVOCs	EPA 625	\$158.80
41	VOCs	EPA 624	\$65.00
	<u>Misc. Fees</u>		
42	Std. Sample Pickup Services, per Event		NO CHARGE
43	Sample H,S,&D Fee, per INVOICE		\$8.00

Quotation Notes and Remarks Section

AMR Metals Required (12): Antimony, Arsenic, Beryllium, Cadmium, Chromium, Copper, Lead, Nickel, Selenium, Silver, Thallium, Zinc.

This Pricing is EFFECTIVE JULY 1, 2022 for Wyoming's Fiscal Year, Expires JUNE 30, 2023

Pricing is subject to change, notification will be given in advance by email or phone.

~End of Quote~

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
LABORATORY SUPPLIES FROM HACH AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of laboratory supplies from Hach on an as needed basis in the total estimated annual amount of \$55,000.
2. Funds for the purchase are budgeted in account number 590-590-54310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the laboratory supplies from Hach.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Quote

Resolution No. _____

STAFF REPORT

Date: June 6, 2022
Subject: Hach Company Purchases
From: Jaime Fleming, Utilities Laboratories Manager
Meeting Date: June 20, 2022

RECOMMENDATION:

It is recommended that City Council approve the continued purchases of lab supplies from Hach Company, on an as-needed basis, for an estimated amount of \$55,000 annually.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of the natural environment and the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

DISCUSSION:

The Clean Water Plant laboratory uses a significant number of consumable supplies to conduct regulatory compliance and process control testing, industrial monitoring, and biosolids characterization. We currently use Hach Company TNT Plus testing vials for phosphorus and ammonia testing. These are proprietary technologies and Hach Company is our primary source for these supplies. These methods are approved by the USEPA for use in generating regulatory data and give us greater accuracy with less labor, variability, and turnaround time.

We have a monthly standing order for testing vials for ammonia and phosphorus. However, we may periodically order additional boxes of needed supplies to cover emergency samples or an increase in sample load. These testing supplies comprise the largest portion of our purchases from Hach and are in addition to other products and equipment typically purchased from Hach.

BUDGET IMPACT:

The Clean Water Plant's Lab account, 590-590-54310-740.000, will be used for purchases from Hach Company on an as-needed basis in the estimated amount of \$55,000 annually.

CITY PURCHASING STANDARD TERMS AND CONDITIONS

1. **Applicability.** Except as modified in writing signed by either the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions (**these Terms**) apply to City of Wyoming (**City**) purchases of parts, equipment or other goods that do not involve any services from the supplier identified on the face of the contract (**Supplier**). By signing the contract Supplier attests it complies and will comply with these Terms.
2. **Legal Compliance.** Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.
3. **Qualifications.** Supplier represents and promises that:
 - A. Neither Supplier nor Supplier's principals, owners, officers, shareholders, key employees, directors, members or partners (i) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding this contract been convicted of or had a judgment against it/him/her for fraud or a criminal offense connected with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently charged with any of the preceding offenses; or (iv) has within 3-years preceding this contract had a public transaction terminated for cause or default.
 - B. Unless otherwise approved by the City Purchasing Director or City Attorney, Supplier and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - C. Neither Supplier nor Supplier's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that Suppliers or others engage in for or on behalf of City. Accordingly:
 - A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Supplier will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.
6. **Intellectual Property.** Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.
7. **Quality.** Unless otherwise stated in the Supplier's proposal, all materials and items supplied will be new, the best of their respective kind, and free from defects.
8. **Taxes.** City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested by contacting the City Finance Department.
9. **Manufacturer Information/Warranties.** Supplier will provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

10. Records. City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this contract.

12. Independence. Supplier is independent of City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

Exhibit B
Proposal



Be Right™

Pick & Ship Quotation

Quote Number: 100674431v3
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 25-May-2022

Quote Expiration: 24-Jun-2022

CITY OF WYOMING
2350 IVANREST AVE SW
WYOMING, MI 49418-3402

Name: Jennifer Brunsink
Phone: 616-263-3553
Email: BrunsinkJ@wyomingmi.gov

Customer Account Number : 058222
Customer Quote Reference: Pick & Ship Quote

Sales Contact: Greg Humitz Email: Gregory.Humitz@hach.com Phone: 248-770-2748

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
Shipment 1					
1	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
2	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
3	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
4	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
5	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
				Subtotal	\$ 3,962.60
Shipment 2					
6	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
7	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
8	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
9	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
10	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
				Subtotal	\$ 3,962.60
Shipment 3					
11	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
12	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
13	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
14	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
15	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
				Subtotal	\$ 3,962.60
Shipment 4					
16	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
17	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
18	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
19	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
20	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
				Subtotal	\$ 3,962.60
Shipment 5					
21	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
22	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
23	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
24	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
25	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
				Subtotal	\$ 3,962.60
Shipment 6					
26	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
27	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
28	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
29	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
30	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
				Subtotal	\$ 3,962.60
Shipment 7					
31	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
32	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
33	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
34	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
35	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
				Subtotal	\$ 3,962.60
Shipment 8					
36	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
37	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
38	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
39	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
40	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
Subtotal					\$ 3,962.60
Shipment 9					
41	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
42	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
43	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
44	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
45	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
Subtotal					\$ 3,962.60
Shipment 10					
46	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
47	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
48	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
49	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
50	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
Subtotal					\$ 3,962.60
Shipment 11					
51	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
52	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
53	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
54	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
55	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
Subtotal					\$ 3,962.60
Shipment 12					
56	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests	14	80.29	1,124.06
57	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests	1	80.29	80.29
58	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests	10	80.25	802.50
59	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests	18	78.23	1,408.14
60	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests	7	78.23	547.61
61	RNWSIRR	PICK & SHIP RENEWAL LETTER	1	0.00	0.00
		Shipping and handling is charged on a per shipment basis. Please reference the freight table.			
Subtotal					\$ 3,962.60
Grand Total					\$ 47,551.20

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Sales Contact:

Name: Greg Humitz
Title: Regional Sales Manager
Phone: 248-770-2748
Email: Gregory.Humitz@hach.com



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

<p>Hach Service</p> <p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p>Pick&Ship™</p> <p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p>Technical Support</p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>
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ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<p>Safe & Fast Delivery</p> <ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<p>Save Time – Less Hassle</p> <ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<p>Save Money</p> <ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See ¶20 for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
LABORATORY SUPPLIES FROM IDEXX DISTRIBUTION, INC. AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of laboratory supplies from IDEXX Distribution, Inc. on an as needed basis in the total estimated annual amount of \$85,000.
2. Funds for the purchase are budgeted in account number 591-591-55310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of laboratory supplies from IDEXX Distribution, Inc.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: June 7, 2022
Subject: IDEXX Purchases
From: Jaime Fleming, Utilities Laboratories Manager
Meeting Date: June 20, 2022

RECOMMENDATION:

It is recommended that purchases from IDEXX continue to be allowed, on an as-needed basis, up to an estimated amount of \$85,000.

COMMUNITY, SAFETY, STEWARDSHIP:

The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

DISCUSSION:

The Water Treatment Plant laboratory consumables used for microbiological analysis exceed \$8,500 on an annual basis. We currently use methods known as QuantiTray and SimPlate, which are proprietary technologies and do not have other alternatives available in the market. Therefore, their manufacturer (IDEXX) is our sole source for the necessary testing supplies. These techniques are approved by the USEPA for use in generating reportable drinking water data and give us greater accuracy with less labor and turnaround time. For standardization and quality assurance we also purchase sample bottles, Coliform testing media, and sterile dilution water from IDEXX.

BUDGET IMPACT:

We have a standing order for supplies that covers much of our needs for routine, predicted samples. Additional product is ordered on a periodic basis to be used for emergency situations, construction samples, other non-routine sampling events, or to cover an increase in routine sample load. The amount needed for these is estimated based upon the previous year's orders for these types of samples but can vary from year to year.

I recommend approval to continue to purchase IDEXX microbiological testing supplies on an as-needed basis, up to an estimated amount of \$85,000. The Water Treatment Plant laboratory account 591-591-55310-740.000 is used for these purchases.

CITY OF
Wyoming
MICHIGAN

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

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

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905.

"Effective Date" means: June 21, 2022.

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

"Proposal" means the Supplier's proposal attached as Exhibit B and includes any City-issued plans and specifications on which the supplier's proposal is based.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Purchasing Standard Terms and Conditions."

"Supplier" means: Idexx Distribution, Inc.
[Name of contracting entity]
A Massachusetts corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
One IDEXX Drive
[Professional's street address]
Westbrook, ME 04092

TERMS AND CONDITIONS

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

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

None.

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Idexx Distribution, Inc.

By: X. _____
[Signature officer, director or principal of Supplier]
Chun-Ming Chen GM/VP
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: June 8, 2022

CITY PURCHASING STANDARD TERMS AND CONDITIONS

1. **Applicability.** Except as modified in writing signed by either the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions (**these Terms**) apply to City of Wyoming (**City**) purchases of parts, equipment or other goods that do not involve any services from the supplier identified on the face of the contract (**Supplier**). By signing the contract Supplier attests it complies and will comply with these Terms.

2. **Legal Compliance.** Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.

3. **Qualifications.** Supplier represents and promises that:

A. Neither Supplier nor Supplier's principals, owners, officers, shareholders, key employees, directors, members or partners (i) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding this contract been convicted of or had a judgment against it/him/her for fraud or a criminal offense connected with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently charged with any of the preceding offenses; or (iv) has within 3-years preceding this contract had a public transaction terminated for cause or default.

B. Unless otherwise approved by the City Purchasing Director or City Attorney, Supplier and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.

C. Neither Supplier nor Supplier's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that Suppliers or others engage in for or on behalf of City. Accordingly:

A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

B. Supplier will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated with fairness, equity,

impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Supplier must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

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

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

5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.

6. **Intellectual Property.** Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.

7. **Quality.** Unless otherwise stated in the Supplier's proposal, all materials and items supplied will be new, the best of their respective kind, and free from defects.

8. **Taxes.** City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested by contacting the City Finance Department.

9. **Manufacturer Information/Warranties.** Supplier will provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

10. Records. City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this contract.

12. Independence. Supplier is independent of City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

Exhibit B
Proposal



Quote Number
00199801

Date of Offer 8/6/2022
Expiration

Created Date 6/7/2022

Ship To Account 0000040703
Ship To Name CITY OF WYOMING WATER TREATMENT
PLANT
Ship To 16700 NEW HOLLAND STREET
HOLLAND, Michigan 49424
United States

Bill To Account 0000012266
Bill To Name CITY OF WYOMING
Bill To P.O. BOX 905
WYOMING, Michigan 49509-0905
United States

Material Number	Line Description	Quantity	Customer Price	Total Price
98-05761-01	WHPC-100 HPC,SIMPLATE MULTI DOSE 1.5	48.00	347.25	USD 16,668.00
98-09221-00	WV120SBST-200,VESSELS W/ST AND SB, 200PK	33.00	146.73	USD 4,842.02
98-09444-01	WSW-10 STERILE WATER (10 PK)	5.00	39.56	USD 197.79
98-12973-00	WP200I GAMMA IRRAD COLILERT 100ML 200PK	33.00	964.09	USD 31,814.98
98-21378-00	WQT100 QUANTI-TRAY DISPOSABLE 100/BX	22.00	204.80	USD 4,505.60

Subtotal USD 58,028.39
Freight Charges USD 1,587.97
Tax USD 0.00
Grand Total USD 59,616.36

The discount above for Quanti-Tray and Quanti-Tray 2000 are only applicable when purchased concurrently with IDEXX reagents.
To place an order, please contact Customer Service at 1-800-321-0207 or email water@idexx.com. Online ordering is also available at order.idexx.com.

One IDEXX Drive Westbrook, ME 04092
All local taxes at customer charge

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM TETRA TECH
TO PROVIDE ENGINEERING SERVICES FOR ELECTRICAL UPGRADES
AT THE CLEAN WATER PLANT AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Tetra Tech to provide engineering services including design, administration, integration, and project oversight for the Clean Water Plant electrical upgrades in the amount of \$225,000.
2. It is further recommended the City Council authorize \$25,000 for construction contingency.
3. Funds are budgeted in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Tetra Tech to provide engineering services for electrical upgrades at the Clean Water Plant in the amount of \$225,000.
2. The City Council does hereby authorize \$25,000 for construction contingency.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Proposal/Agreement

STAFF REPORT

Date: June 8, 2022

Subject: Engineering Services for Electrical Upgrades

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: June 20, 2022

RECOMMENDATION:

It is recommended the City Council accept the proposal from Tetra Tech to provide engineering services including design, administration, integration, and project oversight for Clean Water Plant electrical upgrades in the amount of \$225,000.00. Due to the age of the electrical systems, a \$25,000 contingency is recommended for unforeseen complications caused by discrepancies between actual existing equipment and 50-year-old blueprints.

COMMUNITY, SAFETY, STEWARDSHIP:

The replacement of the existing Clean Water Plant electrical equipment will ensure reliable power is available for plant operation. Engineering, design, integration, and construction oversight for compliance provides the City with assurances of the best project outcome.

DISCUSSION:

The Clean Water Plant main building and raw sewage pump station have existing electrical equipment from their original construction in 1963 that are recommended for replacement. Additionally, 50-year-old transformers that are nearing the end of their useful life supply power to the main building and raw sewage pump station. It's essential to upgrade these electrical components, prior to their demise, to ensure dependable power for plant operation. Additionally, modern safety features will keep staff and facilities safe.

Therefore, a proposal from Tetra Tech was requested to provide engineering services for upgrading electrical equipment in the main building and the raw sewage pump station. Tetra Tech is a trusted engineering firm that has performed similar engineering projects for the utility plants. Additionally, Tetra Tech is the sole integrator for the utility plants' SCADA systems which run the plant process. Rather than hire a separate engineer, who would then subcontract Tetra Tech for SCADA integration, it is prudent and maintains continuity to partner with Tetra Tech for complete engineering services. Their expertise in the electrical field is second to none. The City has partnered with Tetra Tech on numerous past projects giving us great confidence in their abilities.

Based on the information presented, it is recommended the City Council accept the proposal from Tetra Tech to provide engineering services including design, administration, integration, and project oversight for Clean Water Plant electrical upgrades plus a \$25,000 contingency for the total amount of \$250,000.00.

BUDGET IMPACT:

Adequate funds have been budgeted for in the 2023 fiscal year Clean Water Plant account #590-590-54400-986.444.



TETRA TECH

May 17, 2022

Transmitted Electronically

Mr. Dan Kleinheksel
City of Wyoming Utility Maintenance Manager
2350 Ivanrest
Wyoming, Michigan 49418

Re: City of Wyoming Michigan
Clean Water Treatment Plant – Electrical Upgrades
Proposal for Electrical, Bidding Assistance, Construction, Programming and Startup
Engineering Services

Dear Mr. Kleinheksel:

Thank you for the opportunity to submit our professional services proposal to assist the City of Wyoming with upgrading the Clean Water Treatment Plant (CWP) electrical system.

Based on our recent meetings with you and your staff Tetra Tech proposes to provide the following:

Under this contract Tetra Tech (ENGINEER) will provide engineering design drawings as needed to update the City of Wyoming CWP existing electrical system as indicated below. In addition, we have included bidding assistance, construction engineering and programming integration & startup services to fully implement the new equipment.

BACKGROUND

The existing oil filled transformers and related primary load interrupter switches along with the motor control centers (MCC's) mentioned in this proposal have served their useful life and are recommended for replacement. In addition, the older Allen-Bradley 1336 series variable frequency drive currently in service on one of the Raw Sewage Pump's is nearing the end of its useful life and should be replaced. The transformers date back to the early 1970's and the motor control centers (MCC's) date back even further to the early-mid 1960's.

In addition to improving the reliability and dependability, the new equipment will allow the City to improve operation and control by installing technologically up-to-date equipment that includes modern safety features including updating to the latest critical Arc Flash hazard regulations to keep employees and the facility safe.

A summary of concerns are as follows:

- Overall age of the existing oil filled transformers/primary load interrupter switches and motor control centers which all exceed 50-years of continuous service.

- Age of the one (1) remaining Allen-Bradley 1336 variable frequency drive which is nearing the end of its useful life.
- Age of the 1963 vintage panelboard electrical equipment.

Scope to include the following elements:

- Evaluate and design replacements for the following elements:
 - Eight (8) oil filled pad mount transformers/primary load interrupter loop switches for the following locations:
 1. T-9 Raw Sewage Pump Station
 2. T-10 Raw Sewage Pump Station
 3. T-3 Main Building
 4. T-4 Main Building
 5. T-5 Main Building
 6. T-6 Main Building
 7. T-7 Chemical Building
 8. T-8 Chemical Building
 - Motor control centers (MCC's)
 1. Main Building
 - MCC-4
 - MCC-2
 - MCC-3
 2. Raw Sewage Pump Station
 - MCC-5
 - MCC-6
- Design to replace one (1) existing Raw Sewage Pump Variable Speed Drive (VFD), new drive to be Rockwell PowerFlex 753 series with appropriate input/output filtering and surge protection. In addition, specific one (1) spare Rockwell PowerFlex 753 series VFD with A1 style chassis for a spare.
- Upgrade the 1963 electrical panelboard within the main building MCC area.
- Specify updates for coordination study/arc-flash analysis as part of construction contract. The existing SKM files will be updated by system manufacture and updated files delivered to the City upon completion of the project.
- Develop specifications and drawings for bid purposes.
- Provide bidding assistance.
- Supervision of contracted services for installation.
- Onsite programming integration and startup services.

SCOPE OF SERVICES

DESIGN

- ENGINEER will develop design drawings as follows:
 - Design Elements:**
 - Site plan showing new conduits, wires, and duct banks and interconnection details.
 - Electrical background plans

- Grounding details for the new equipment.
 - New concrete pad details for the new transformers and switches
 - Detailed wiring diagrams
 - Detailed one-line diagrams with new primary switching
 - Site plan showing equipment locations
 - Floor plans
 - Electrical & power one-lines for the new starters
 - Electrical panel layout
 - Demolition details
 - PLC input/output layout or signal integration details for reconnection to existing SCADA system
 - Suggested sequence of construction
 - Opinion of probable construction cost
- ENGINEER shall conduct three design review meetings at approximately 30%, 50% and 90% design stage.
 - ENGINEER shall develop appropriate technical specifications.
 - ENGINEER shall prepare opinion of probable construction cost.
 - ENGINEER shall develop suggested sequence of construction.
 - ENGINEER shall develop specification for updating the coordination study/arc-flash analysis as part of the construction contract. This will specify for the Manufacturer to modify the existing City provided SKM files and return to City with updated report.
 - ENGINEER shall deliver the completed drawings in electronic PDF and AutoCAD formats.
 - ENGINEER shall deliver to City a final design drawing package, including specifications.

BIDDING ASSISTANCE

- Assist the City of Wyoming in preparing front-end contract documents. We have budgeted a total of 16-hours for this task.
- Provide one (1) copy of the Contract Documents (engineering drawings and specifications) and any addenda, which may be issued to bidding service agencies, such as Dodge Reports. Additional sets required for bidding will be sold to bidders or others for a nominal fee approximately equal to the cost of printing and handling.
- Conduct one (1) pre-bid meeting, maximum of one (1) days, at the City's office.
- Respond to questions and prepare and issue addenda as required to interpret, clarify, or expand the bidding documents.
- Review and evaluate the apparent low bidder's qualifications for undertaking the work.
- Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor of those portions of the work as such acceptability is required by the bidding documents.
- Assist the City in evaluating bids and make recommendation of the award of the contract
- Assist the City in obtaining the insurance, performance bond and payment bond certificates and other such submittal items required from the Contractor by the contract documents so that construction of the project can begin.



CONSTRUCTION ENGINEERING

- ENGINEER shall manage the Contractors contract for this project.
- ENGINEER shall conduct one (1) pre-construction meeting at City facility.
- ENGINEER shall provide shop drawing reviews.
- ENGINEER shall inspect the construction site to evaluate construction progress and answer contractor questions. We have budgeted a total of 80-hours for an electrical engineer to verify construction progress.
- ENGINEER shall modify the drawings to conform to construction records at the conclusion of the project.

PROGRAMMING SERVICES

- Tetra Tech will work with the Manufactures and City to integrate the new electrical systems into the existing CWP SCADA system as required. Since the total scope of programming integration work is unknown until after the design is complete, we have budgeted a total of 100-hours dedicated to programming integration and onsite startup of PLC and HMI components.

STARTUP SERVICES

- ENGINEER shall provide 80-hours of electrical startup time to assist the contractor during construction.
- Coordinate training with the Contractor for City's personnel on updated system. In, addition, Tetra Tech will provide one (1) electrical engineer for 4-hours of onsite training to occur during startup.

ASSUMPTIONS

- City will provide typical front-end contract documents to be incorporated into the overall project front-end specifications.
- City will provide required existing SKM files for updating of the Arc Flash analysis.
- Potential building and/or architectural changes to accommodate new equipment isn't expected but if required, Tetra Tech will present a separate proposal for such work.

SCHEDULE

We are prepared to begin work within 3-weeks of receipt of your written authorization to proceed. We estimate the design to be complete within a 6-month time-period.

COMPENSATION

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

Design	\$116,000
Bidding	\$12,000
Construction	\$48,000



Programming	\$23,000
Startup	<u>\$26,000</u>
TOTAL	\$225,000

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

CONCLUSION

We look forward to working with you on this important project. If you need additional information, please call me at (734) 417-4430.

Sincerely,

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

Benjamin C. Whitehead, P.E.
Sr. Process Mechanical Engineer

Encl.: Standard Terms and Conditions

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____

Clean Water Treatment Plant – Electrical Upgrades



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worker's Compensation – as required by applicable state statute

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM SPX FLOW US, LLC
FOR ONE AERATION MIXER IMPELLER AND MOUNTING HARDWARE
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, SPX Flow US, LLC has provided a proposal for one aeration mixer impeller and mounting hardware in the total estimated amount of \$15,378.49.
2. It is recommended the City Council accept the proposal.
3. Funds are available in the sewer fund account number 590-590-54300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from SPX Flow US, LLC for one aeration mixer impeller and mounting hardware.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Proposal

Resolution No. _____

STAFF REPORT

Date: June 6, 2022
Subject: Mixer Impeller Purchase
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: June 20, 2022

RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by SPX Flow for the purchase of one aeration mixer impeller and mounting hardware for the total amount of \$15,378.49.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of utility equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

The Clean Water Plant aeration basins utilize mixers as a part of the wastewater treatment process to create and maintain a suspension of particles for efficient and effective treatment. Each aeration basin has five mixers in the anaerobic zone of the process to maintain this critical function. Upon recent inspection, plant staff discovered one mixer operating abnormally, and after draining the basin found one of three impeller blades had completely sheared off.

Therefore, plant staff contacted the manufacturer, SPX Flow, to determine the proper corrective action. Due to the impeller being in service for 14 years, and the mixing and rotational forces imparted on the impeller blades, it is recommended to completely replace the impeller along with the mounting hardware. SPX Flow provided a proposal for the impeller and mounting hardware including shipping for the total amount of \$15,378.49. It is prudent to make this purchase from SPX Flow as they are the original equipment manufacturer. Clean Water Plant maintenance staff will install the new impeller upon arrival and it is expected to last ten or more years with continuous operation.

BUDGET IMPACT:

Adequate funds are available in the Sewer Fund Account #590-590-54300-775.000.

CITY OF Wyoming MICHIGAN

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

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

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905.

"Effective Date" means: June 1, 2022.

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

"Proposal" means the Supplier's proposal attached as Exhibit B and includes any City-issued plans and specifications on which the supplier's proposal is based.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Purchasing Standard Terms and Conditions."

"Supplier" means:

SPX Flow US, LLC
(Name of supplying entity)
 A Delaware corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
13320 Ballantyne Corporate Place
(Supplier's street address)
Charlotte, NC 28277-3607
(Supplier's city, state & zip)

TERMS AND CONDITIONS

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

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

Wyoming City Purchasing Standard Terms and Conditions paragraph number 9 will not apply in this contract. Exhibit B SPX Flow Standard Terms and Conditions all apply to this Contract.

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

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

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

City of Wyoming

SPX Flow US, LLC

By: Jack A. Poll, Mayor

DocuSigned by:
 By: Jeffrey Sporer
(Signature Officer, director or principal of Supplier)
Jeffrey Sporer VP of Sales
(Typed/Printed Name & Title of Person Signing for Supplier)

By: Kelli A. Vandenberg, City Clerk

Date signed: 6/2/2022, 2022

Date signed: _____, 20__

Approved as to form: [Signature]
 Scott G. Smith, City Attorney

CITY OF
Wyoming
MICHIGAN

CITY PURCHASING STANDARD TERMS AND CONDITIONS

1. **Applicability.** Except as modified in writing signed by either the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions (**these Terms**) apply to City of Wyoming (**City**) purchases of parts, equipment or other goods that do not involve any services from the supplier identified on the face of the contract (**Supplier**). By signing the contract Supplier attests it complies and will comply with these Terms.
2. **Legal Compliance.** Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.
3. **Qualifications.** Supplier represents and promises that:
 - A. Neither Supplier nor Supplier's principals, owners, officers, shareholders, key employees, directors, members or partners (i) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding this contract been convicted of or had a judgment against it/him/her for fraud or a criminal offense connected with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently charged with any of the preceding offenses; or (iv) has within 3-years preceding this contract had a public transaction terminated for cause or default.
 - B. Unless otherwise approved by the City Purchasing Director or City Attorney, Supplier and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - C. Neither Supplier nor Supplier's personnel is an "Iran-linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that Suppliers or others engage in for or on behalf of City. Accordingly:
 - A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Supplier will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
- D. Supplier must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
- E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.
- F. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.
5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.
6. **Intellectual Property.** Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.
7. **Quality.** Unless otherwise stated in the Supplier's proposal, all materials and items supplied will be new, the best of their respective kind, and free from defects.
8. **Taxes.** City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested by contacting the City Finance Department.
9. **Manufacturer Information/Warranties.** Supplier will provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

10. Records. City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this contract.

12. Independence. Supplier is independent of City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

Exhibit B
Proposal

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: Dan Kleinheksel
City of Wyoming
2350 Ivanrest Ave SW
Wyoming, Michigan 49418 United States

Date: 6/1/2022

Project Name: Wyoming Clean Water Plant Blade

Quote Number: 218073155

Parts for Model Number(s): 73Q3
Reference Serial Number(s): R0621120801-19
Reference Order Number(s): 854576

Proposal Summary

Primary Solution

Item	Size/Description/Scope of Supply	Price	Qty.	Sub Total
1	Lightnin 83.0" A510E	\$14,518.00	1	\$14,518.00
2	832293316: A510 HDW KIT 5/8-11X2-1/4 316	\$128.18	1	\$128.18
Sub Total				\$14,646.18
Freight and Handling				\$732.31
Total (US Dollars)				\$15,378.49

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: 3 Weeks after receipt of order
Delivery Terms*: FOB Origin
Freight Terms: Prepay and Add to Invoice
Terms of Payment: 30 Days from Invoice Date
Quote Expiration Date: 6/16/2022

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.

SPXFLOW

>Lightnin'
>Plenty

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:

For Lightnin and Plenty Mixers:

SPX Flow US, LLC
135 Mt Read Blvd
Rochester, NY 14611

For Philadelphia Mixers:

Philadelphia Mixing Solutions, LLC
1221 East Main Street
Palmyra, PA, 17078

Thank You,
Frank Comer

SPXFLOW

>Lightnin
>Plenty

Primary Solutions**Product Details**

Item	Size/Description/Scope of Supply	Price	Qty.	Sub Total
1	Lightnin 83.0" A510E	\$14,518.00	1	\$14,518.00
SHAFT SPECIFICATIONS				
Shaft Diameter		2.5"		
Wetted Parts Material		316ss		
IMPELLER SPECIFICATIONS				
Impeller 1 Type		A510E		
Impeller 1 Diameter		83.0 inches		
GENERAL SPECIFICATIONS				
Impeller Config		316ss, 83.0, A510E, 32, G2, 2.5" Bore		
Includes		Blades Only		

SPXFLOW

STANDARD TERMS AND CONDITIONS OF SALE

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

SPXFLOW

STANDARD TERMS AND CONDITIONS OF SALE

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 NEGLIGENCE, 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, or 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.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM TETRA TECH TO PROVIDE
ENGINEERING SERVICES FOR THE GEZON GENERATOR UPGRADES
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Tetra Tech to provide engineering services including design, administration, integration, and project oversight for the Gezon generator upgrades in the amount of \$120,000.
2. It is further recommended the City Council authorize \$12,000 for construction contingency.
3. Funds are budgeted in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Tetra Tech to provide engineering services for the Gezon generator upgrades in the amount of \$120,000.
2. The City Council does hereby authorize \$12,000 for construction contingency.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal/Agreement

Resolution No. _____

STAFF REPORT

Date: June 8, 2022

Subject: Engineering Services for Gezon Generator Upgrades

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: June 20, 2022

RECOMMENDATION:

It is recommended the City Council accept the proposal from Tetra Tech to provide engineering services including design, administration, integration, and project oversight for Gezon generator upgrades in the amount of \$120,000.00. Additionally, a 10% contingency of \$12,000 is recommended for complications that may arise with the underground fuel storage tank or other unanticipated conditions.

COMMUNITY, SAFETY, STEWARDSHIP:

The replacement of the existing Gezon generator will ensure adequate and reliable power is available for pumping water to City of Wyoming customers. Engineering, design, integration, and construction oversight for compliance provides the City with assurances of the best project outcome.

DISCUSSION:

The Gezon Pump Station retains a backup generator to power the station in the event of a utility power outage which is necessary to maintain a pressurized water system. The existing generator and underground diesel storage tank have been in service for 35 years and are nearing the end of their useful life. Additionally, the existing generator is undersized for its intended load. Upgrading and modernizing this system and its equipment will ensure adequate and reliable power is available for pumping water to City of Wyoming customers for years to come.

Therefore, a proposal from Tetra Tech was requested to provide engineering services to upgrade the Gezon generator equipment. Tetra Tech performed similar engineering services for a 2018 Gezon electrical system upgrade giving them in-depth familiarity with the system. Additionally, Tetra Tech is the city's sole integrator for the utility plants' SCADA systems. Rather than hire a separate engineer, who would then subcontract Tetra Tech for SCADA integration, it is prudent and maintains continuity to partner with Tetra Tech for complete engineering services. Their expertise in the electrical field being second to none, the City has partnered with Tetra Tech on numerous past projects giving us great confidence in their abilities.

Based on the information presented, it is recommended the City Council accept the proposal from Tetra Tech to provide engineering services including design, administration, integration, and project oversight for Gezon generator upgrades plus a 10% contingency for the total amount of \$132,000.00.

BUDGET IMPACT:

Adequate funds have been budgeted for in the 2023 fiscal year Water Fund account #591-591-57300-986.444.



TETRA TECH

May 23, 2022

Transmitted Electronically

Mr. Dan Kleinheksel
City of Wyoming Utility Maintenance Manager
2350 Ivanrest
Wyoming, Michigan 49418

Re: City of Wyoming Michigan
Water Treatment Plant – Gezon Booster Station Generator Upgrades
Proposal for Electrical and Construction Engineering Services

Dear Mr. Kleinheksel:

Thank you for the opportunity to submit our professional services proposal to assist the City of Wyoming with upgrading the Gezon Booster Station backup power system.

Based on our recent meetings with you and your staff Tetra Tech proposes to provide engineering services to replace the existing backup power system (generator) at the Gezon Booster Station. Tetra Tech in conjunction with the City will explore replacement of the existing indoor located generator with a new indoor mounted unit or with a new outdoor pad mounted unit. In addition, Tetra Tech will explore both diesel and natural gas type units.

Under this contract Tetra Tech (ENGINEER) will provide engineering design drawings as needed to update the existing backup power system at City of Wyoming Gezon Booster Station.

In addition, Tetra Tech will provide bidding assistance, construction engineering, programming, and startup services during the execution of the project.

BACKGROUND

The City of Wyoming operates and maintains a 1200 kilowatt 4160-volt standby generator located onsite at the Gezon water booster station. The generator is housed within a small generator building and the generator fuel tank is located next to the building within an underground fuel tank vault. The existing generator dates to the late 1980's and is nearing the end of its useful life with over 35-years of standby service.

In addition to its age the existing generator is undersized for its intended load and older generators typically do not provide clean "utility grade" consistent power that newer generators with more modern electronics provide. In addition, the existing generator is resistance grounded which limits fault current protection of the generator, this would be upgraded during this project.

A summary of concerns are as follows:

- Overall age of the existing standby generator which has provided 35-years of standby service.
- Generator is not large enough to meet peak pumping demands during a power outage.
- Older generators typically don't provide the clean "utility grade" power of newer generators.
- Existing neutral grounding resistor limits fault current protection.

Scope to include the following elements:

- Determine size of new generator to operate pump station to meet peak water demand.
- Determine if new generator breaker is required and provide protections as required for the new generator.
- Evaluate natural gas versus diesel for proposed generator.
- Review grounding methods for the proposed generator.
- Evaluate generator location – indoors within existing building or outdoors on concrete pad.
- Develop specifications and drawings for bid purposes.
- Specify updates for coordination study/arc Flash analysis as part of construction contract. Existing SKM files will be updated. This will ensure proper relay coordination between the proposed generator relays and the new switchgear relates that Tetra Tech designed as part of the switchgear upgrade project.
- Develop drawing and specifications to show details for demolition and remediation of the existing Diesel fuel storage tank and fuel pump if no longer needed.
- Develop demolition details for items no longer needed.
- Provide bidding assistance.
- Supervision of contracted services for installation.
- Onsite programming and startup services.

SCOPE OF SERVICES

DESIGN

- ENGINEER will develop design drawings as follows:
 - Design Elements:**
 - Electrical background plans
 - One-line diagrams with relaying protection schemes
 - Detailed wiring diagrams
 - Site plan
 - Power one-line
 - Electrical panel layout
 - PLC input/output layout or signal integration details
 - Equipment BOM for Rockwell components
 - Interconnection to existing PLC via Modbus
 - ENGINEER shall conduct one design review meeting at approximately 50% design stage.
 - ENGINEER shall develop appropriate technical specifications.

- ENGINEER shall prepare opinion of probable construction cost.
- ENGINEER shall detail the demolition and remediation of the existing underground fuel storage tank to safely remove the tank from the site.
- ENGINEER shall develop specification for updating the coordination study/arc Flash analysis as part of the construction contract. This will specify for the Manufacture to modify the existing City provided SKM files and return to City with updated report.
- ENGINEER shall deliver the completed drawings in electronic PDF and AutoCAD formats.
- Deliver to City a final design drawing package, including specifications.

BIDDING ASSISTANCE

- Assist the City of Wyoming in preparing front-end contract documents. We have budgeted a total of 16-hours for this task.
- Provide one (1) copy of the Contract Documents (engineering drawings and specifications) and any addenda, which may be issued to bidding service agencies, such as Dodge Reports. Additional sets required for bidding will be sold to bidders or others for a nominal fee approximately equal to the cost of printing and handling.
- Conduct one (1) pre-bid meeting, maximum of one (1) days, at the City's office.
- Respond to questions and prepare and issue addenda as required to interpret, clarify, or expand the bidding documents.
- Review and evaluate the apparent low bidder's qualifications for undertaking the work.
- Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor (hereinafter called "Contractor") of those portions of the work as such acceptability is required by the bidding documents.
- Assist the City in evaluating bids and make recommendation of the award of the contract
- Assist the City in obtaining the insurance, performance bond and payment bond certificates and other such submittal items required from the Contractor by the contract documents so that construction of the project can begin.

CONSTRUCTION ENGINEERING

- ENGINEER shall administer the Contractors contract for this project.
- ENGINEER shall conduct one (1) pre-construction meeting at City facility.
- ENGINEER shall provide shop drawing reviews.
- ENGINEER shall conduct one onsite visit during construction to visually inspect the existing fuel tank area prior to removal. In addition, ENGINEER will provide field screening using a photo-ionization detector (PID) instrument to assess any prior fuel leakage. ENGINEER would issue a recommendation letter to Contractor following visit.
- ENGINEER shall inspect the construction site during two (2) site visits to evaluate construction progress and answer contractor questions.
- ENGINEER shall modify the drawings to conform to construction records at the conclusion of the project.



PROGRAMMING AND STARTUP SERVICES

- ENGINEER to reintegrate the new generator signals into the Gezon Booster station Programmable Logic Controller (PLC) and front-end Wonderware System Platform system. This includes generator and automatic transfer switch operation and or monitoring from the SCADA system.
- ENGINEER will provide electrical startup to assist the contractor and software programmer with station startup during two (2) 1-day site visits.
- Coordinate training with the Contractor for City's personnel on updated system. In, addition, Tetra Tech will provide one (1) electrical engineer for 2-hours of onsite training to occur during startup.

ASSUMPTIONS

- City shall provide typical front-end contract documents to be incorporated into the overall project front-end specifications.
- City shall provide required existing SKM files.
- Gas line is available at the generator location. If gas line isn't feasible Tetra Tech will design around a diesel generator.
- City shall coordinate potential gas line with local gas utility.
- If a new building or modifications to an existing building is required, a separate proposal will be submitted to the City for design modifications of the existing building.
- The existing underground fuel storage tank has not released any fuel to the surrounding area.
- Possible ground remediation of the fuel tank area would be the responsibility of the Contractor (through allowance) during construction.

SCHEDULE

We are prepared to begin work within 3-weeks of receipt of your written authorization to proceed. We estimate the design to be complete within a 5-month time-period.

COMPENSATION

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

Design	\$68,000
Bidding	\$10,000
Construction	\$21,000
Programming	\$14,000
Startup	<u>\$7,000</u>
TOTAL	\$120,000

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed



TETRA TECH

for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

CONCLUSION

We look forward to working with you on this important project. If you need additional information, please call me at (734) 417-4430.

Sincerely,

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

Benjamin C. Whitehead, P.E.
Sr. Process Mechanical Engineer

Encl.: Standard Terms and Conditions

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____

Water Treatment Plant – Gezon Booster Station Generator Upgrades



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worker's Compensation – as required by applicable state statute

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Electrical Supplies	Kendall Electric	Bid prices as shown on the attached tabulation sheet.

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 20, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: June 7, 2022
Subject: Purchase of Electrical Supplies
From: Dan Kleinheksel, Utility Maintenance Manager
Meeting Date: June 20, 2022

RECOMMENDATION:

It is recommended the City Council approve the purchase of electrical supplies and materials from Kendall Electric for the fiscal year 2023.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of the electrical systems and equipment at the utility plants and public works contributes to the efficiency of the equipment and to the prevention of untimely and costly repairs or replacements that could potentially interrupt the day-to-day operations. By maintaining electrical systems and equipment with quality parts from reputable suppliers, costs stay as low as possible while increasing the life of the equipment.

DISCUSSION:

The utility plants and public works use a considerable amount of consumable electrical supplies to perform in-house electrical system repairs and replacements. The installation of new electrical parts is an essential aspect of maintenance responsibilities. Therefore, invitations to bid were sent to twenty-four prospective bidders for electrical supplies which included a list of over 100 typical electrical parts and materials most commonly used. On Tuesday, June 7, 2022, bids were received from Graybar Electric Company and Kendall Electric.

After tabulation and review of the bids, Kendall Electric provided the most overall competitive pricing for the items listed in the specifications. Kendall Electric has locations in Holland and Wyoming which provides ease of access for both utility plants and public works. Additionally, Kendall Electric has been very responsive in customer service including assistance with repairs and recommendations for new products.

BUDGET IMPACT:

Annual expenditures for electrical supplies at the utility plants and Public Works is an estimated total of \$55,000.00. Adequate funds have been budgeted for in various utility plant and public works accounts including 591-591-55300-775.000, 590-590-54300-775.000, 661-441-58300-775.000.

City of **Wyoming** Michigan

Tabulation of Bids

ELECTRICAL SUPPLIES

Opened by the City Clerk on June 7, 2022 at 11:00 AM

	QTY. EACH	Graybar Electric Company Inc			Kendall Electric		
		UNIT COST	TOTAL	Length of Price Hold	UNIT COST	TOTAL	Length of Price Hold
GROUP I - CONDUIT NIPPLES (inches)							
1/2" x 2"	100	\$ 1.61	\$ 161.00	30 days	\$ 1.50	\$ 150.00	30 days
1/2" x 3"	100	\$ 1.88	\$ 188.00	30 days	\$ 1.76	\$ 176.64	30 days
1/2" x 4"	100	\$ 2.23	\$ 223.00	30 days	\$ 2.09	\$ 208.97	30 days
3/4" x 2"	100	\$ 1.81	\$ 181.00	30 days	\$ 1.69	\$ 169.23	30 days
3/4" x 3"	100	\$ 2.20	\$ 220.00	30 days	\$ 2.05	\$ 205.13	30 days
3/4" x 4"	100	\$ 2.60	\$ 260.00	30 days	\$ 2.44	\$ 243.13	30 days
1" x 2"	50	\$ 2.53	\$ 126.50	30 days	\$ 2.36	\$ 117.95	30 days
1" x 3"	50	\$ 3.06	\$ 153.00	30 days	\$ 2.86	\$ 142.95	30 days
1" x 4"	50	\$ 3.72	\$ 186.00	30 days	\$ 3.49	\$ 174.36	30 days
1" x 5"	50	\$ 4.23	\$ 211.50	30 days	\$ 3.95	\$ 197.44	30 days
GROUP II - LOCKNUTS (APPLETON ONLY)							
1/2"	100	\$ 0.12	\$ 12.00	30 days	\$ 0.11	\$ 11.10	7/18/22
3/4"	100	\$ 0.15	\$ 15.00	30 days	\$ 0.12	\$ 12.20	7/18/22
1"	100	\$ 0.26	\$ 26.00	30 days	\$ 0.25	\$ 24.60	7/18/22
GROUP III - INSULATING BUSHINGS (APPLETON ONLY)							
1/2"	100	\$ 0.07	\$ 7.00	30 days	\$ 0.06	\$ 6.20	7/18/22
3/4"	100	\$ 0.09	\$ 9.00	30 days	\$ 0.09	\$ 8.70	7/18/22
1"	100	\$ 0.14	\$ 14.00	30 days	\$ 0.15	\$ 15.30	7/18/22
GROUP IV - REDUCING BUSHINGS (APPLETON ONLY) - RATED CLASS 1, DIVISION 1A, B, C, D							
3/4" to 1/2"	100	\$ 0.97	\$ 97.00	30 days	\$ 1.09	\$ 108.50	7/18/22
1" to 3/4"	100	\$ 1.51	\$ 151.00	30 days	\$ 1.67	\$ 166.80	7/18/22
1-1/4" to 1"	100	\$ 3.14	\$ 314.00	30 days	\$ 3.56	\$ 356.40	7/18/22
1-1/2" to 1-1/4"	100	\$ 3.98	\$ 398.00	30 days	\$ 4.45	\$ 445.10	7/18/22
GROUP V - HANDI BOX BOXES - DEEP (18 CUBIC INCHES) (APPLETON ONLY)							
1/2" Knock Out	50	\$ 2.60	\$ 130.00	30 days	\$ 1.22	\$ 60.90	7/18/22
3/4" Knock Out	50	\$ 4.00	\$ 200.00	30 days	\$ 1.94	\$ 97.00	7/18/22

	QTY. EACH	Graybar Electric Company Inc			Kendall Electric		
		UNIT COST	TOTAL	Length of Price Hold	UNIT COST	TOTAL	Length of Price Hold
Cover Blank	50	\$ 0.72	\$ 36.00	30 days	\$ 0.65	\$ 32.50	7/18/22
Covers Du-plex	50	\$ 0.73	\$ 36.50	30 days	\$ 0.62	\$ 30.75	7/18/22
Cover Switch	50	\$ 0.73	\$ 36.50	30 days	\$ 0.56	\$ 27.75	7/18/22
GROUP VI - LIQUID TITE FLEX CONDUIT - METAL (EF OR VA)							
1/2"	100	\$ 5.22	\$ 522.00	30 days	\$ 95.06	\$ 95.06	60 days
3/4"	100	\$ 6.10	\$ 610.00	30 days	\$ 123.91	\$ 123.91	60 days
GROUP VII - LIQUID TITE FITTINGS (APPLETON ONLY)							
1/2" Straight	100	\$ 3.71	\$ 371.00	30 days	\$ 3.55	\$ 355.10	7/18/22
3/4" Straight	100	\$ 5.40	\$ 540.00	30 days	\$ 5.06	\$ 505.60	7/18/22
GROUP VIII - SWITCHES RECEPTACLES AND CORD CONNECTORS - (LEVITON, PASS OR SEYMORE)							
Single Pole 1121-2I	25	\$ 2.88	\$ 72.00	60 days	\$ 2.14	\$ 53.58	60 days
3-Way 1123-2	25	\$ 3.37	\$ 84.25	60 days	\$ 3.19	\$ 79.65	60 days
Duplex Recep. R15-I	50	\$ 4.55	\$ 227.50	60 days	\$ 1.59	\$ 79.30	60 days
Duplex Re-cep-tacle 5362I	50	\$ 3.92	\$ 196.00	60 days	\$ 1.69	\$ 84.30	60 days
1447 Woodhead Male Cord End	20	\$ 10.71	\$ 214.20	60 days	\$ 14.17	\$ 283.46	60 days
1547 Woodhead Female Cord End	20	\$ 18.88	\$ 377.60	60 days	\$ 24.99	\$ 499.74	60 days
GROUP IX - J BOXES							
1/2" KNOCK OUT SIZE							
4" square	50	\$ 3.66	\$ 183.00	30 days	\$ 0.99	\$ 49.60	7/18/2022
4-11/15" square	50	\$ 5.20	\$ 260.00	30 days	\$ 3.33	\$ 166.60	7/18/2022
4" octagon	50	\$ 4.30	\$ 215.00	30 days	\$ 1.21	\$ 60.40	7/18/2022
3/4" KNOCK OUT SIZE							
4" square	50	\$ 4.00	\$ 200.00	30 days	\$ 0.99	\$ 49.60	7/18/2022
4-11/16" square	50	\$ 5.36	\$ 268.00	30 days	\$ 3.33	\$ 166.60	7/18/2022
4" octagon	50	\$ 4.50	\$ 225.00	30 days	\$ 1.95	\$ 97.35	7/18/2022
GROUP X - COVERS							
BLANK:							
4" square	20	\$ 0.75	\$ 15.00	30 days	\$ 0.50	\$ 10.02	7/18/2022
4-11/16" square	20	\$ 1.05	\$ 21.00	30 days	\$ 0.95	\$ 19.08	7/18/2022
4" octagon	20	\$ 1.18	\$ 23.60	30 days	\$ 0.51	\$ 10.18	7/18/2022
GROUP XI - CONDUIT							
IMC:							
1/2"	100	\$ 1.91	\$ 191.00	30 days	\$ 22.54	\$ 225.40	Tuesday
3/4"	100	\$ 2.24	\$ 224.00	30 days	\$ 26.54	\$ 265.45	Tuesday

	QTY. EACH	Graybar Electric Company Inc			Kendall Electric		
		UNIT COST	TOTAL	Length of Price Hold	UNIT COST	TOTAL	Length of Price Hold
1"	100	\$ 3.45	\$ 345.00	30 days	\$ 40.78	\$ 407.79	
PVC COATED RIGID STEEL:							
1/2"	100	\$ 7.02	\$ 702.00	30 days	\$ 76.52	\$ 765.21	Tuesday
3/4"	100	\$ 8.13	\$ 813.00	30 days	\$ 88.69	\$ 886.86	Tuesday
1"	100	\$ 10.52	\$ 1,052.00	30 days	\$ 114.81	\$ 1,148.14	
EMT							
1/2"	100	\$ 0.66	\$ 66.00	30 days	\$ 7.66	\$ 76.59	Tuesday
3/4"	100	\$ 1.16	\$ 116.00	30 days	\$ 13.59	\$ 135.89	Tuesday
1"	100	\$ 1.99	\$ 199.00	30 days	\$ 23.42	\$ 234.21	Tuesday
LB (APPLETON):							
1/2"	10	\$ 5.46	\$ 54.60	30 days	\$ 6.62	\$ 66.23	7/18/2022
3/4"	10	\$ 6.90	\$ 69.00	30 days	\$ 7.96	\$ 79.60	7/18/2022
1"	10	\$ 9.95	\$ 99.50	30 days	\$ 11.91	\$ 119.14	7/18/2022
"T" LB (APPLETON):							
1/2"	10	\$ 6.42	\$ 64.20	30 days	\$ 8.28	\$ 82.80	7/18/2022
3/4"	10	\$ 8.00	\$ 80.00	30 days	\$ 9.95	\$ 99.54	7/18/2022
1"	10	\$ 11.65	\$ 116.50	30 days	\$ 14.93	\$ 149.26	7/18/2022
"C" CONDULET (APP-LET-ON):							
1/2"	10	\$ 5.46	\$ 54.60	30 days	\$ 6.62	\$ 66.23	7/18/2022
3/4"	10	\$ 6.90	\$ 69.00	30 days	\$ 7.96	\$ 79.60	7/18/2022
1"	10	\$ 9.95	\$ 99.50	30 days	\$ 11.91	\$ 119.14	7/18/2022
1 HOLE STRAP							
1/2"	25	\$ 0.10	\$ 2.50	30 days	\$ 0.27	\$ 6.82	90 days
3/4"	25	\$ 0.15	\$ 3.75	30 days	\$ 0.32	\$ 8.08	90 days
1"	25	\$ 0.25	\$ 6.25	30 days	\$ 0.39	\$ 9.81	90 days
EMT CONNECTORS (ST-EEL)							
1/2"	25	\$ 0.24	\$ 6.00	30 days	\$ 0.19	\$ 4.68	7/18/2022
3/4"	25	\$ 0.39	\$ 9.75	30 days	\$ 0.30	\$ 7.53	7/18/2022
1"	25	\$ 0.66	\$ 16.50	30 days	\$ 0.51	\$ 12.75	7/18/2022
CONDUIT NONMETAL-LIC RIGID							
1/2" Conduit	100	\$ 1.43	\$ 143.00	30 days	\$ 10.30	\$ 102.97	Tuesday
3/4" Conduit	100	\$ 2.02	\$ 202.00	30 days	\$ 12.37	\$ 123.70	Tuesday
1" Conduit	100	\$ 2.76	\$ 276.00	30 days	\$ 18.05	\$ 180.53	Tuesday
1/2" Coupling	10	\$ 0.14	\$ 1.40	30 days	\$ 0.17	\$ 1.74	60 days

	QTY. EACH	Graybar Electric Company Inc			Kendall Electric		
		UNIT COST	TOTAL	Length of Price Hold	UNIT COST	TOTAL	Length of Price Hold
3/4" Coupling	10	\$ 0.17	\$ 1.70	30 days	\$ 0.18	\$ 1.83	60 days
1" Coupling	10	\$ 0.25	\$ 2.50	30 days	\$ 0.28	\$ 2.79	60 days
1/2" 90° Elbow	10	\$ 0.71	\$ 7.10	30 days	\$ 0.62	\$ 6.24	60 days
3/4" 90° Elbow	10	\$ 0.80	\$ 8.00	30 days	\$ 0.72	\$ 7.20	60 days
1" 90° Elbow	10	\$ 1.24	\$ 12.40	30 days	\$ 1.09	\$ 10.90	60 days
EMT COUPLING (STEEL):							
1/2"	25	\$ 0.31	\$ 7.75	30 days	\$ 0.24	\$ 6.10	7/18/2022
3/4"	25	\$ 0.48	\$ 12.00	30 days	\$ 0.37	\$ 9.28	7/18/2022
1"	25	\$ 0.76	\$ 19.00	30 days	\$ 0.58	\$ 14.40	7/18/2022
GROUP XII - MINERLAC (NO SUBSTITUTIONS)							
0 - Size	200	\$ 0.51	\$ 102.00	30 days	\$ 0.43	\$ 86.75	90 days
1 - Size	200	\$ 0.60	\$ 120.00	30 days	\$ 0.50	\$ 100.43	90 days
2 - Size	200	\$ 0.70	\$ 140.00	30 days	\$ 0.59	\$ 117.33	90 days
GROUP XIII - STRUT (B-LINE PART NUMBERS FOR REFERENCE ONLY) - GALVANIZED (PLATED)							
1-5/8" B22SH	300	\$ 4.26	\$ 1,278.00	30 days	\$ 44.32	\$ 1,329.60	6/30/2022
1-5/8" B140	20	\$ 4.00	\$ 80.00	30 days	\$ 4.50	\$ 89.96	6/30/2022
1-5/8" B133	20	\$ 4.45	\$ 89.00	30 days	\$ 6.70	\$ 133.98	6/30/2022
1-5/8" B202	20	\$ 1.00	\$ 20.00	30 days	\$ 1.26	\$ 25.17	6/30/2022
1-5/8" B7-6622	20	\$ 11.60	\$ 232.00	30 days	\$ 32.48	\$ 649.67	6/30/2022
1-5/8" B4-4122	20	\$ 5.75	\$ 115.00	30 days	\$ 7.09	\$ 141.72	6/30/2022
GROUP XVI - WIRE							
Small Sticky Pads ABM2S-A-C	100	\$ 0.48	\$ 48.00	30 days	\$ 67.21	\$ 67.21	90 days
Large Sticky Pads ABM4H-A-L	100	\$ 1.10	\$ 110.00	30 days	\$ 180.21	\$ 180.21	90 days
Small Wire Ties PLT1-5M-M	100	\$ 0.71	\$ 71.00	30 days	\$ 8.24	\$ 8.24	90 days
Medium Wire Ties PLT1-5I-M	100	\$ 0.95	\$ 95.00	30 days	\$ 8.17	\$ 8.17	90 days
Large Wire Ties PLT-3S-CB	100	\$ 0.18	\$ 18.00	30 days	\$ 27.16	\$ 27.16	90 days
#33 Black Tape	20	\$ 5.58	\$ 111.60	30 days	\$ 5.96	\$ 119.26	90 days
#35 Red Tape	20	\$ 5.20	\$ 104.00	30 days	\$ 5.58	\$ 111.50	90 days
#14 AWG Black THHN Wire	1000	\$ 0.14	\$ 140.00	30 days	\$ 144.28	\$ 144.28	Wednesday
#12 AWG Black THHN Wire	1000	\$ 0.21	\$ 210.00	30 days	\$ 213.22	\$ 213.22	Wednesday
#10 AWG Black THHN Wire	1000	\$ 0.32	\$ 320.00	30 days	\$ 326.08	\$ 326.08	Wednesday
#14 AWG Green MTW Wire	1000	\$ 0.20	\$ 200.00	30 days	\$ 216.04	\$ 216.04	Wednesday
#12 AWG Black MTW Wire	500	\$ 0.28	\$ 140.00	30 days	\$ 298.12	\$ 149.06	Wednesday

	QTY. EACH	Graybar Electric Company Inc			Kendall Electric		
		UNIT COST	TOTAL	Length of Price Hold	UNIT COST	TOTAL	Length of Price Hold
#10 AWG Black MTW Wire	500	\$ 0.45	\$ 225.00	30 days	\$ 461.99	\$ 230.99	Wednesday
4-pair CAT-6 #24 AWG	1000	\$ 0.89	\$ 890.00	30 days	\$ 374.19	\$ 374.19	60 days
2 Conductor #18 AWG Shielded Wire	1000	\$ 0.35	\$ 350.00	30 days	\$ 178.61	\$ 178.61	90 days
2 Conductor #18 AWG Shielded Wire	250	\$ 0.35	\$ 87.50	30 days	\$ 178.61	\$ 44.65	90 days
#14/3 SJ Cord	250	\$ 0.91	\$ 227.50	30 days	\$ 948.00	\$ 237.00	30 days
GROUP XVII – OTHER MISCELLANEOUS ITEMS							
Conduit, PVC Sch 40, 1/2"	100	\$ 0.97	\$ 97.00	30 days	\$ 10.30	\$ 102.97	Tuesday
Conduit, PVC Sch 40, 3/4"	100	\$ 1.16	\$ 116.00	30 days	\$ 12.37	\$ 123.70	Tuesday
Conduit, PVC Sch 40, 1"	100	\$ 1.70	\$ 170.00	30 days	\$ 18.05	\$ 180.53	Tuesday
Conduit, PVC Sch 40, 1-1/4"	100	\$ 2.44	\$ 244.00	30 days	\$ 26.00	\$ 259.96	Tuesday
Conduit, PVC Sch 40, 1-1/2"	100	\$ 2.83	\$ 283.00	30 days	\$ 30.14	\$ 301.42	Tuesday
Conduit, PVC Sch 40, 2"	100	\$ 3.53	\$ 353.00	30 days	\$ 37.59	\$ 375.94	Tuesday
Conduit, PVC Sch 40, 3"	100	\$ 6.75	\$ 675.00	30 days	\$ 71.97	\$ 719.71	Tuesday
TOTAL			\$ 20,631.25			\$ 18,877.87	

ELECTRICAL SUPPLIES CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **ELECTRICAL SUPPLIES** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of June 7, 2022 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means:

KENDALL ELECTRIC
LEGAL NAME OF COMPANY

ELECTRICAL DISTRIBUTOR - MICHIGAN
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

5101 SOUTH SPRINGLE ROAD
FORM OF BUSINESS and STATE IN WHICH FORMED -- e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

PORTAGE MI 49002
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

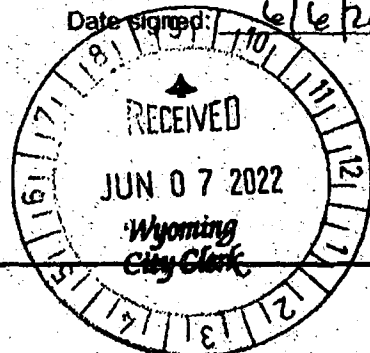
Approved as to form: _____
Scott G. Smith, City Attorney

Contractor

By: _____
Signature for Contractor

JASON HANICE - ACCOUNT MANAGER
Printed Name & Title of Person Signing

Date signed: 6/6/2022



ORDINANCE NO. 12-22

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES
BY AMENDING SECTION 90-426B IN ARTICLE 4B

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4B, Section 90-426B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-426B OPEN STORAGE

All manufacturing activities in the I-1 light industrial district shall be conducted within an enclosed building, except that external storage of materials shall be permitted, provided that the storage area shall be visibly screened from all streets and adjoining commercial and residential properties with a noncombustible fence or wall, or with a non-deciduous planted screen, at least five feet in height and at least 80 percent solid, and of such design and constructed of such material and maintained in such a manner as shall be in keeping with the character of the area. Front yard and side yard areas adjacent to street frontage shall not be used for the external storage of materials. In instances where the building inspector determines that any wall required by this chapter will satisfy any portion of this open storage screening requirement, the building inspector may waive such applicable portion of this open storage screening requirement.

Section 2. This ordinance shall take effect on _____, 2022.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2022.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 12-22

May 9, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Clarify Permitted Open Storage Locations in the I-1 Zoning District (Section 90-426B)

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 19, 2022. A motion was made by Arnoys, supported by Zapata, to recommend to the City Council adoption of revised Section 90-426B Open Storage Requirements text amendment which would clarify that open storage would only be permitted in rear and side yards that do not have street frontage. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

The City of Wyoming currently permits open storage in the I-1 Light Industrial district but does not specify where open storage may be located on a given property. The result is the allowance of industrial storage in front yards and along street frontages. Open storage is also permitted in the I-2 Industrial District and the B-2 and B-3 Business Districts, but these districts specify that materials must be stored in either side yards or rear yards without street frontage.

In the past, staff has received inquiries from business owners seeking the permitted location for open storage in the I-1 district. Amending the code to clarify that open storage may only be utilized in side or rear yards without street frontage ensures uniformity across all zoning districts where open storage is permitted. It also provides staff with more clarity in their efforts to administer the zoning code moving forward. The amendment also achieves the City's land use goal of beautifying industrial districts and minimalizing blight and nuisances.

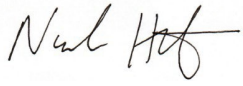
During the public hearing no members of the public spoke on the proposed ordinance. The proposed zoning code text amendment is attached.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger John Fitzgerald Kent Vanderwood Marissa Postler Robert Postema Sam Bolt
Jack A. Poll, Mayor

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

Nicole Hofert, Director of Planning and Economic Development
Planning and Economic Development Department

Cc: Curtis Holt, City Manager

AGENDA ITEM NO. 2

Request to amend Zoning Code Section 90-426B (I-1 Open Storage) (Wyoming Planning Staff)

Meagher explained that The Wyoming [re]Imagined Master Plan was adopted by the City in March of 2021. Since its adoption, staff has been working to better align the City's Zoning Code with the vision set forth in this comprehensive plan. Through this review process, staff has identified that outdoor storage requirements in the I-1 zoning district could be improved to better meet the Master Plan's vision for creating safer, healthier, and more aesthetically pleasing industrial districts.

Meagher said that in the past, Staff has received a number of inquiries seeking to verify the zoning requirements for where outdoor storage is permitted in the I-1 zoning district. The I-1 zoning district currently does not specify where outdoor storage is permitted, resulting in the allowance of industrial storage in front yards and along street frontages.

Meagher explained that outdoor storage is only permitted in rear and side yards in I-2 Industrial districts, and the B-2 and B-3 business districts. Updating the code to include this same language in I-1 districts could help ensure uniformity across all zoning districts where outdoor storage is permitted, while also providing staff with more clarity in their efforts to administer the zoning code moving forward.

In reference to the Master Plan, Meagher said that both Business Park and Industrial land use categories call for beautification improvements and the minimalization of blight and nuisances to be implemented. Requiring outdoor storage to no longer be located in front yards or along street frontages could help achieve this future land use goal.

Meagher said that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code *Section 90-426B* and recommends the same to City Council.

Micele opened the public hearing at 7:29 PM. There was no public comment and the public hearing was closed.

A motion was made by Arnoys, supported by Zapata, to adopt the recommended text amendment to Zoning Code *Section 90-426B* and recommend the same to City Council.

Weller asked where storage would be located.

Meagher stated that storage would need to occur in the rear and side yards as long as they don't face the street frontage.

Weller asked if existing properties that don't comply would be grandfathered.

Meagher confirmed that they would.

Arnoys asked if businesses on 131 would be considered street frontage.

Meagher said that 131 is not considered street frontage.

DeLange spoke about the history of outdoor storage in industrial zones and asked staff what the future intent of the I-3 zoning is.

Meagher responded saying that currently there is the ability for outdoor storage in I-1 but there are no location requirements, so a business could potentially put open storage in the front yard. Staff has acknowledged that open storage is permitted but the intent is that open storage is not located in the front yard. Meagher said that outdoor storage will continue to be prohibited in the I-3 zoning district moving forward.

A vote on the motion carried unanimously.

OLD BUSINESS

AGENDA ITEM NO. 3

Request to approve a rezoning from B-1 Local Business to B-2 General Business at 5160 and 5190 Byron Center Avenue SW (Section 27) (Byron Investors LLC/52nd Byron LLC)

Hofert stated that this item was previously presented at the March 15, 2022 meeting but in order to remind Commissioners and the audience the information about the rezone request another formal presentation is being presented.

Hofert explained that the site is currently vacant and outlined the various uses of the surrounding land.

Hofert stated that the envisioned use of the two parcels is to redevelop the site as a mixed-use neighborhood. The 11.79 acre site is located on the north east side of 52nd and Byron Center and is adjacent to The Pines Golf Course. It is also located nearby other residential and local business uses. Hofert reminded Commissioners and the audience that this is a rezoning request only. Planning Commission review for site plan approval and special use approval (multi-family use) will be a separate action if the parcel is rezoned by City Council. The applicant has submitted a conceptual site plan for discussion and reference

I-1 Light Industrial District

Sec. 90-424B PERMITTED USES

The following uses are permitted in the I-1 light industrial district within an enclosed building:

- (1) The wholesaling or warehousing of any item except for the sale or leasing of motor vehicles.
- (2) Industrial establishments as follows:
 - (a) The assembly, fabrication, manufacture, packaging or treatment of such products as food products (excluding butchering and animal slaughtering), candy, beverage alcohol production (without accessory dining), drugs, cosmetics and toiletries, musical instruments, optical goods, toys, novelties, electrical instruments and appliances, radios and phonographs; pottery and figurines or other ceramic products using only previously pulverized clay.
 - (b) The assembly, fabrication, manufacture or treatment of such products from the following previously prepared materials: Bone, canvas, cellophane, cloth, cork, felt, fibre, glass, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stampings such as automobile fenders or bodies), shell, textiles, wax, wire, wood (excluding saw and planing mills) and yarns.
 - (c) Tool and die shops; metal-working machine shops involving the use of grinding or cutting tools, manufacturing of tools, dies, jigs and fixtures; publishing, printing or forming of box, carton and cardboard products.
 - (d) Laboratories, research or testing.
 - (e) Central dry cleaning plants and laundries.
- (3) Public utility buildings, telephone exchange buildings and electric transformers.
- (4) Accessory buildings and uses customarily incidental to the above uses.
- (5) Off-street parking.
- (6) Office type uses.
- (7) Billboards, when abutting a freeway or major thoroughfare.
- (8) Municipal buildings and uses.
- (9) Building and construction contractors with no outside storage.
- (10) Distribution Centers

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Article 4B – I-1 Zoning District
CITY OF WYOMING ZONING ORDINANCE

(Code 1983, § 60.60; Ord. No. 2-96, § 2, 2-20-96; Ord. No. 06-06, § 1, 2-6-06; Ord. No. 03-07, § 3, 2-5-07)

Sec. 90-425B PERMITTED USES AFTER SPECIAL APPROVAL

The following uses may be permitted in the I-1 light industrial district subject to the approval of the planning commission.

- (1) Truck terminals.
- (2) Trucks exceeding 5,500 pounds in vehicle weight and truck trailer sales and display, rental and repair.
- (3) Recreational vehicle storage yards.
- (4) Mineral extraction, borrow pit or topsoil removal.
- (5) Radio, television, microwave or wireless communication towers.
- (6) Service stations, including accessory restaurant uses within the building. Drive-through window access may be permitted.
- (7) Athletic training facility.
- (8) Beverage alcohol production with accessory dining, including breweries, distilleries, and wineries.

(Code 1983, § 60.61; Ord. No. 21-98, § 6, 10-5-98; Ord. No. 8-12, § 1, 7-2-12; Ord. No. 12-13, § 2, 9-3-13)

Sec. 90-426B OPEN STORAGE

All manufacturing activities in the I-1 light industrial district shall be conducted within an enclosed building, except that external storage of materials shall be permitted, provided that the storage area shall be visibly screened from all streets and adjoining commercial and residential properties with a noncombustible fence or wall, or with a non-deciduous planted screen, at least five feet in height and at least 80 percent solid, and of such design and constructed of such material and maintained in such a manner as shall be in keeping with the character of the area. **Front yard and side yard areas adjacent to street frontage shall not be used for the external storage of materials.** In instances where the building inspector determines that any wall required by this chapter will satisfy any portion of this open storage screening requirement, the building inspector may waive such applicable portion of this open storage screening requirement.

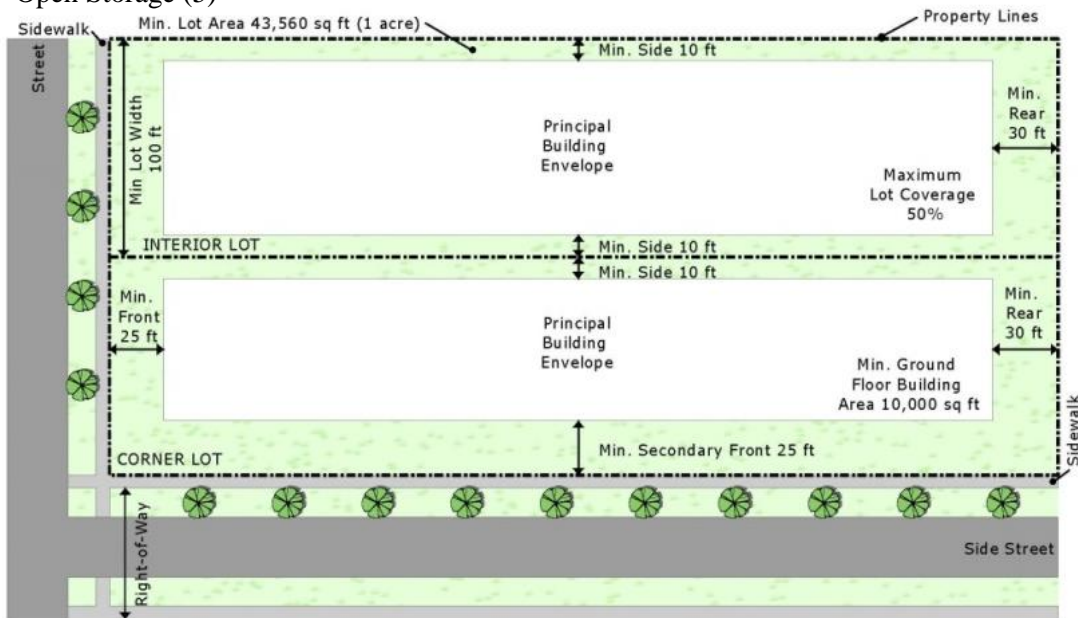
(Code 1983, § 60.62)

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

Sec. 90-427B DEVELOPMENT STANDARDS

Minimum Lot Area	43,560 sq ft
Minimum Lot Width (3)	100 ft
Minimum Front Yard (1)(3)	25 ft
Minimum Rear Yard (4)	30 ft
Minimum Side Yard (2)(4)	10 ft

Minimum Ground Floor Building Area	10,000 sq ft
Maximum Building Height	45 ft
Maximum Lot Coverage	50%
Open Storage (5)	



Sec. 90-428B SPECIFIC REQUIREMENTS

- (1)
 - (a) For the secondary front yard, there shall be a minimum setback of 25 feet.
 - (b) Parking shall not be permitted in the required front yard and secondary front yard setbacks, except that parking may be permitted in conjunction with site plan approval in that portion of the required front yard located more than 25 feet from the street right-of-way of property which abuts 28th Street.
 - (c) A landscaped greenbelt, as described in Section 90-328, shall be provided in the required front yard and secondary front yard unless parking is otherwise permitted as noted above.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
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Use Table	Zoning Map				

Article 4B – I-1 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (2) For the side yard property which abuts a residentially zoned district, the minimum side yard setback shall be 25 feet of which a minimum of ten feet shall be landscaped.
- (3) For all properties which border 28th Street, the front lot line shall be deemed as bordering 28th Street, the minimum front yard shall be 50 feet, the minimum lot width shall be 100 feet and the minimum lot depth shall be 200 feet.
- (4) Where an I-1 light industrial district borders a residentially zoned district, excepting where there is a public street or alley located between the districts, there shall be provided along the lot line bordering the residentially zoned district a solid fence or ornamental wall six feet in height above grade constructed of wood, concrete block, brick or comparable material on which there shall be no advertising. However, such fencing shall be reduced to a height of three feet for the nearest 20 feet in length that is perpendicular to a public street right-of-way. Where a public alley is located between the I-1 light industrial district and the residentially zoned district, no fence or wall is required in those locations where a building housing a permitted use is located adjoining the alley or where driveway access is provided to the public alley. Where a public street is located between the I-1 light industrial district and the residentially zoned district, no fence is required.
- (5) All manufacturing activities in the I-1 light industrial district shall be conducted within an enclosed building, except that external storage of materials shall be permitted, provided that the storage area shall be visibly screened from all streets and adjoining commercial and residential properties with a noncombustible fence or wall, or with a non-deciduous planted screen, at least five feet in height and at least 80 percent solid, and of such design and constructed of such material and maintained in such a manner as shall be in keeping with the character of the area. In instances where the building inspector determines that any wall required by this chapter will satisfy any portion of this open storage screening requirement, the building inspector may waive such applicable portion of this open storage screening requirement.

Sec. 90-429B ADDITIONAL REGULATIONS

(1) General Requirements

- (a) Façade Standards. Section 90-322
- (b) Accessory Buildings. Section 90-311
- (c) Fence Regulations. Section 90-312
- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Screening of roof top equipment. Section 90-318
- (g) Signs. Article 7
- (h) Off-street parking. Article 6
- (i) Mechanical Appurtenances. Section 90-310
- (j) Dwellings in non-residential zones. See Section 90-319
- (k) Refuse disposal. Section 90-321

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
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Use Table	Zoning Map				

Article 4B – I-1 Zoning District
CITY OF WYOMING ZONING ORDINANCE

- (2) Development Procedures**
 - (a) Special land uses. Section 90-507
 - (b) Site Plan. Section 90-500
 - (c) Site Condominiums. Section 90-509

- (3) Administration and Enforcement**
 - (a) Board of Zoning Appeals. Article 10
 - (b) Permits. Section 90-1008
 - (c) Non-conforming lot and uses. Article 9

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none">• Site Plans• Special Land Uses• Condominiums• PUDs	
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