

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 21, 2025, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Chris Hall, Buck Creek Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) **Pledge of Allegiance**
- 4) **Roll Call**
- 5) **Approval of Minutes**
From the April 7, 2025 Regular Meeting, the April 7, 2025 Closed Session and the April 14, 2025 Work Session
- 6) **Approval of Agenda**
- 7) **Public Hearings** (none)
- 8) **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.
- 9) **Presentations and Proclamations** (none)
 - a) Presentations
 - b) Proclamations
- 10) **Petitions and Communications** (none)
 - a) Petitions
 - b) Communications
- 11) **Reports from City Officers** (none)
 - a) From City Council
 - b) From City Manager
- 12) **Budget Amendments**
 - a) Budget Amendment No. 39 – To Appropriate an Additional \$500,000 of Budgetary Authority for Improvements to the Veterans Park and Recognize the Associated State LEO Grant Revenue
 - b) Budget Amendment No. 40 – To Appropriate an Additional \$3,000,000 of Budgetary Authority for Non-Motorized Trails and Signs Along 52nd and 56th Streets and Recognize the Associated State MEDC Grant Revenue
- 13) **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 Ronald Strauss for His Service as a Member of the Historical Commission of the City of Wyoming

- b) Of Appreciation to Jennifer Stowell for Her Service as a Member of the Housing Commission of the City of Wyoming
- c) To Appoint Connor Zuidema as a Member of the Housing Commission for the City of Wyoming
- d) To Appoint Matthew Farris as a Member of the Tree Commission for the City of Wyoming

14) Resolutions (none)

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

- a) To Accept a Proposal for Cash Recycler and Courier Service
- b) To Accept an Agreement with Invoice Cloud to Provide Payment Processing Services
- c) To Accept the First Amendment to Software as a Service Agreement with Sensus
- d) To Accept a Quote for the Purchase and Installation of DSX Door and Elevator Card Readers for the 62A District Court
- e) To Accept a Proposal for Professional Services for the Renovation of Veteran's Memorial Garden
- f) To Accept a Statement of Work for Professional Design and Procurement Services for Public Art Installation at the Godwin Mercado
- g) To Concur with the Water Service Tie-in at the Godwin Mercado
- h) To Accept Proposals and Contract Amendments for City Vehicle and Equipment Maintenance and Repair Services
- i) To Accept a Quote for the Repair of a Biosolids Storage Tank Mixer
- j) For the Purchase of Sodium Hypochlorite
- k) For the Purchase of Laboratory Proficiency Testing Standards
- l) To Accept a Proposal for Supervisory Control and Data Acquisition (SCADA) System Programming Services
- m) To Accept a Quote for the Purchase of Surge Tanks

16) Ordinances

- 6-25 To Amend Chapter 2, Article IV, of the Code of Ordinances to Amend Division 3, Section 2-283 to Provide Application Procedure and Standards of Review for Property Tax Exemptions (Final Reading)

17) Informational Material (none)

18) 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.

19) Closed Session (Contract Negotiations)

20) Resolutions

- a) To Approve an Employment Contract Between the Police Officers Labor Council Wyoming Division and the City of Wyoming and to Authorize the Mayor and City Clerk to Sign

21) Adjournment

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

CITY OF WYOMING BUDGET AMENDMENT

Date: April 21, 2025

Budget Amendment No. 039

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$500,000 of budgetary authority for improvements to the Veterans Park and recognize the associated State LEO grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Capital Projects Revolving Fund</u>				
State Grants				
805-540.000	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00
General Government - Capital Outlay - Veterans Memorial Park				
805-000-57300-975.014	\$ 140,000.00	\$ 500,000.00	\$ -	\$ 640,000.00
Fund Balance/Working Capital (Fund 805)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 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: April 21, 2025

Budget Amendment No. 040

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$3,000,000 of budgetary authority for non-motorized trails and signs along 52nd and 56th Streets and recognize the associated State MEDC grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
State Grants				
202-540.000	\$ -	\$ 3,000,000.00	\$ -	\$ 3,000,000.00
Public Works - Street Maintenance - Capital Outlay Major Street Construction				
202-441-46300-972.502	\$ 2,598,971.00	\$ 3,000,000.00	\$ -	\$ 5,598,971.00
Fund Balance/Working Capital (Fund 202)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 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 RONALD STRAUSS FOR HIS SERVICE
AS A MEMBER OF THE HISTORICAL COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Ronald Strauss has served faithfully and effectively as a member of the Historical Commission since 1999.
2. Ronald's commitment and leadership have served as an inspiration to the members of the Historical Commission and thereby they wish to confer upon Ronald the honor of Honorary Membership in recognition of his outstanding dedication.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Ronald Strauss for his dedicated service as a member of the Historical 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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JENNIFER STOWELL FOR HER SERVICE
AS A MEMBER OF THE HOUSING COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Jennifer Stowell has served faithfully and effectively as a member of the Housing Commission since 2016.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Jennifer Stowell 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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT CONNOR ZUIDEMA AS A MEMBER OF THE
HOUSING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Connor Zuidema has submitted an application requesting appointment to the Housing Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2028 on the Housing Commission.
3. It is the recommendation of the City Manager that Connor Zuidema be appointed to serve on the Housing Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Connor Zuidema to the Housing Commission for the unexpired term ending on June 30, 2028.

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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT MATTHEW FARRIS AS A MEMBER OF THE
TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Matthew Farris has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2027 on the Tree Commission.
3. It is the recommendation of the City Manager that Matthew Farris be appointed to serve on the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Matthew Farris to the Tree Commission for the unexpired term ending on June 30, 2027.

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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
CASH RECYCLER AND COURIER SERVICE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Fifth Third Bank, N.A. for cash recycler and deposit courier services.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Fifth Third Bank, N.A. for cash recycler and courier services.
2. City Council authorizes the City Manager to sign the contract.
3. City Council authorizes the City Manager to accept future renewals in accordance with the contract and budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: April 15, 2025
Subject: Cash Recycler and Courier Service
From: Traci Shaffer, Treasurer
Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended that the City Council approve the proposed contract with Fifth Third Bank for a cash recycler and deposit courier service.

ALIGNMENT WITH STRATEGIC PLAN

STEWARDSHIP - The careful and responsible management of City funding and resources to support our community.

Goal 2 – Enhance the efficiency and effectiveness of city operations and services

The Treasurer's Department provides service and payment options that meet the needs of our diverse population. While we will continue to encourage non-cash forms of payment, we must also serve those who prefer to pay in cash. We must also consider the time and safety of our employees in meeting these needs.

DISCUSSION:

The Treasurer's office manages a significant volume of cash throughout our daily payment processing activities. Despite ongoing efforts to decrease cash intake, many customers prefer cash payments.

In the final two weeks of the 2024 tax cycle, we processed 616 cash transactions, with each transaction averaging more than \$1,400. Each day, we transported an average of \$110,000 to the banking institution.

Each cash transaction is verified three times: once at receipt processing in the customer's presence, once by the cashier at the end of the day, and once by the deposit auditor on the following business day. An estimated 35 hours per month are dedicated solely to counting cash.

The City's bank provides a cash recycling and courier service that could offer several advantages, including enhanced efficiency and safety for our employees, increased financial returns, and reductions in banking fees.

Benefits of a Cash Recycler

- *Same-Day Provisional Credit:* Cash deposited will receive provisional credit on the same day.
- *Increased Earnings Credit Rate:* The earnings credit rate will increase from 0.9% to 1.25% on all bank accounts, resulting in an estimated additional monthly earning of \$1,430.00.
- *Courier Service:* A courier service will replace employees in transporting large amounts of cash, enhancing security and efficiency.
- *On-Demand Change Requests:* Change requests can be made on demand, eliminating the need to visit a local branch.
- *Reduced Cash Verification:* Cash verification will be reduced from three times per day to just one time, resulting in an estimated savings of 35 hours of labor per month.
- *Monthly Bank Fee Savings:* Estimated monthly savings on bank fees totaling \$405.00.
- *Comprehensive Reporting:* Robust reporting capabilities to meet auditing requirements.
- *Flexible Cash Till Starting Funds:* Flexibility in determining cash till starting funds based on needs.
- *Advanced Counterfeit Detection:* Enhanced features for detecting counterfeit money.

BUDGET IMPACT:

Following the reduction in bank fees and the increased earned credit rate, the net annual cost for the unit and service is approximately \$8,900.

This estimate is conservative and is based on the average daily bank balance. It does not account for potential labor savings, which would enable our employees to focus on enhancing processes and delivering better services to our citizens.

We have budgeted for the full contract prices of \$30,000 from G/L accounts
101-191-253.00-956.000 -50% (\$15,000)
590-536-556.00-956.000 -25% (\$7,500)
591-537-556.00-956.000 -25% (\$7,500)

Attachment:
Contract



CPS Service Terms

These CPS Service Terms (these “**Service Terms**”) are dated the Signature Date and are part of the “Service Terms” referred to in the Master Treasury Management Agreement (the “**Master Agreement**”) executed and in effect between the Customer appearing on the Signature Page to these Service Terms (“**Customer**”) and **Fifth Third Bank, N. A.**, a national banking association (“**Bank**”) and in these Service Terms, “**FTB**” and collectively with Customer, the “**Parties**”).

FTB offers, and Customer desires to obtain the Currency Processing Solution as described in these Service Terms (the “**Solution**”).

INTENDING TO BE LEGALLY BOUND, the Parties agree as follows:

1. CURRENCY PROCESSING SOLUTION

During the Term, FTB agrees to provide, and Customer agrees to use the Solution as described in these Service Terms.

1.1. Devices and Facilities. Customer has selected for use with the Solution the Devices listed on Schedule A to these Service Terms to be installed for purposes of the Solution at the Facilities listed on Schedule A.

1.2. FTB Software. FTB grants to Customer during the Term a non-exclusive, non-transferable, limited royalty-free license to use the FTB Software on each Device identified on Schedule A solely in connection with Customer’s use of the Solution. Customer consents to the installation of the FTB Software on each Device.

1.3. Posting of Provisional Credit. During each Business Day, FTB will post Provisional Credit to the Designated Account in an amount equal to the amount of Validated Currency accepted and validated by, and stored in each Device as reported to FTB by the Device all as provided in these Service Terms. Provisional Credit is subject to verification and final settlement.

1.4. Currency Processing. FTB will arrange for and manage the pick-up and transportation by the Courier of Validated Currency held in each Device, process and verify the Validated Currency and effect the final settlement for Provisional Credit all as described in these Service Terms.

1.5. Maintenance Services. FTB will provide through a Processor general maintenance and repair services for the Devices as described on Schedule B to these Service Terms.

1.6. Customer Support. FTB will provide customer support via email and a call center through FTB’s Commercial Support Center. In addition, Customer will be assigned a Relationship Manager who will support overall Customer needs and issue resolution.

1.7. Standard Deposits. If authorized by FTB, in addition to the processing of Validated Currency through the Device, Customer may make Standard Deposits.

1.8. Master Agreement. The Solution is subject to the Master Agreement as a Service and is a "Bank Service" for purposes of the OCAA. In the case of any conflict between these Service Terms and the Master Agreement, these Service Terms shall control. References to the Master Agreement include, where applicable, the Service Terms for other Services provided by FTB to Customer.

1.9. Defined Terms. Section 14 of these Service Terms includes a glossary of defined terms used throughout these Service Terms. Other capitalized terms used but not defined in these Service Terms have the meaning assigned to them in the Master Agreement.

2. DEVICES

2.1. Device Acquisition. FTB and Customer agree that the Devices will be installed and remain at the Facilities listed on Schedule A to these Service Terms as FTB Devices as mutually agreed by Customer and FTB for each Facility.

(a) FTB Devices are owned by FTB and, unless Customer elects to purchase them with the agreement of FTB, shall remain FTB's property during the applicable Device Term subject to Customer's rights to possess and access the Device for the Device Term for purposes of the Solution as provided in these Service Terms. The hardware fee included in the monthly fee or separately listed represents the fee for the right to possess and use the FTB Device at a Facility. Each FTB Device is subject to the Manufacturer's warranty and no other warranty from FTB but is subject to FTB's maintenance obligations as set forth in these Service Terms. Customer agrees to (i) keep the FTB Devices free and clear at all times of any Lien, by or through Customer, including from any lessor or mortgagor of the Facility and (ii) maintain all plates and other markings on each FTB Device that identify FTB's ownership.

Customer accepts FTB's records regarding Device identification and ownership as conclusive.

2.2. Managed Service – Device. Customer authorizes FTB, and FTB agrees to (a) manage the acquisition, deployment and installation of the Devices for Customer, and (b) assist Customer in filing and pursuing any warranty claims that may arise against the Manufacturer.

2.3. Installation. Customer agrees that each Device shall be installed in an area in each Facility that is not accessible to the general public or to Customer personnel other than Authorized Users. FTB recommends that Customer be able to control effectively and account for access to the area around each Device. Customer agrees to secure each Device, and to permit Authorized Device Personnel to secure each Device, to the permanent structure of the applicable Facility in such manner and by such reasonable means as are mutually agreed upon by the Parties. If Customer is the lessee of a Facility, Customer represents and warrants that Customer has the right to secure, and to authorize FTB to secure the Devices to such Facility as contemplated in this paragraph.

2.4. Operation. Customer agrees to: (a) operate each Device with the same degree of care as it would operate similar equipment owned by Customer and to provide general upkeep of each Device and area around each Device; (b) follow Manufacturer specifications; and (c) provide reasonable access and support to enable FTB to maintain the Devices in accordance with the Schedule B.

2.5. Rights. Customer grants to FTB all rights necessary for FTB to provide the Solution through the Devices as provided in these Service Terms including the unrestricted right to access, obtain and extract data and Validated Currency from each Device in connection with the Solution.

2.6. Responsibility. Customer is solely responsible for any loss, theft, damage or destruction of a Device, including Validated Currency, Inventory and other Device contents, while at a Facility except as caused by the negligence of Authorized Device Personnel.

3. ADMINISTRATION

3.1. Work Plan. FTB and Customer will mutually agree upon and develop a written implementation plan with a general outline of the scope of work, objectives, processes, and related implementation matters, including selection of Additional Device Features. FTB will assign a project manager to oversee the execution of the plan and have overall responsibility to manage the delivery, installation and connection of the Devices, and delivery of the Solution.

3.2. Administrators. In the set up process, Customer will appoint an individual to serve as General Administrator. The General Administrator has the general authority to manage Customer's use of the Solution. The Channel Administrator appointed pursuant to the OCAA has the authority to access, administer and manage the administrative features of the Solution as further described in the OCAA. FTB is entitled to rely on the authority of the General Administrator and Channel Administrator in providing the Solution.

3.3. Designated Account. Provisional Credit will post and, subject to processing and verification, be settled to the Designated Account. If more than one Customer posts to a single Designated Account, each Customer agrees that FTB may make any necessary adjustment to the Designated Account of any Customer under these Service Terms regardless of the source of, or reason for the adjustment and without identifying which Customer or Device is responsible for the adjustment.

3.4. Sharing of Information. Customer authorizes FTB to share with the Courier, financial, Facility and other information about Customer as necessary for them to provide their services to Customer in connection with the ongoing managed service provided by FTB under these Service Terms but for no other purpose.

3.5. Additional Devices. Customer may request that Facilities and Devices be added to these Service Terms, and request changes in the location of Devices by submitting to FTB a written "Add/Relocate Request" in the form and with information required by FTB including (a) for a new Facility, the new Facility address (and Facility manager contact information), type of Device and features, days of service and, (b) if an existing Device is being relocated, the former Facility address, the new Facility address and new Facility manager contact information ("**Add/Relocate Request**"). Add/Relocate Requests must be submitted by an authorized representative of Customer to an authorized representative of FTB and email address as designated by FTB. FTB will respond with acceptance, decline or request for additional information by email to the original sender of the Add/Relocate Request. Upon acceptance and implementation of the Add/Relocate Request by FTB, Schedule A to these Service Terms will be deemed updated with the Facilities and Devices as provided in the accepted Add/Relocate Request. In the case of a relocation, Customer agrees to pay FTB's fees to implement the change and the parties agree that the Device Term will carry over to the new Facility.

4. COURIER

4.1. Selection. The Courier or Couriers identified in Schedule C shall act as Customer's agent to provide courier services pursuant to the Courier Agreement. Each Courier has authorized FTB to make the form of Courier Agreement available to Customer and to facilitate the completion and execution of the Courier Agreement by the Courier and Customer. Customer must have executed and provided to FTB the Courier Agreement before the Solution will be available to Customer.

4.2. Managed Service. While Customer and each Courier are the contracting parties for the applicable Courier Agreement, Customer authorizes FTB, and FTB agrees, to (a) manage the courier relationship for Customer including pickup schedule, and assist Customer with the implementation of the Courier Agreement, (b) handle and process for Customer all billing and related charges under the applicable Courier Agreement subject to receipt of payment from Customer, (c) assist Customer in handling all disputes with a Courier under the Courier Agreement including disputes or incidents relating to the contents of any shipment handled by the Courier, and (d) work with Customer to terminate the Courier Agreement if Customer and FTB determine that the performance of a Courier is unsatisfactory, and implement a replacement Courier. Customer agrees to provide FTB with prompt notice of any dispute with a Courier and to fully cooperate with FTB at its request with respect to any such dispute. Except for the obligation of FTB under the Courier Agreement to pay the Courier on behalf of Customer and process claims related to currency disputes, FTB is not responsible for any obligation of Courier or Customer under the Courier Agreement. Customer is obligated to reimburse FTB for any payment FTB may make under the Courier Agreement in good faith.

4.3. CIT Charges. The fees and charges of the Courier for regularly scheduled pickups are included in the monthly fee described on Schedule D. Customer may be charged additional fees as noted on Schedule D including for excess premise time, excess liability, additional pickups and deliveries, nonstandard routes, return pick up and similar charges, and increased currency levels. Customer acknowledges that (a) the pricing for the Solution is based in part upon an agreed upon frequency of, and dates for, pickups of Currency from the Devices and; (b) changes in the courier services requested by Customer or required by changes in Customer volume or schedules will result in additional fees.

4.4. Standard Change Orders. If included as part of the Solution and pricing, requests for a Change Order are subject to the Service Terms for Cash Services. Change Orders are picked up at a Vault and delivered to Customer by the Courier in accordance with the Courier Agreement or separate agreement between Customer and Courier.

4.5. Side Safes. If a Device includes the Additional Device Feature of a Side Safe, Customer agrees to have an authorized representative present at the time Courier delivers a Change Order for storage in the Side Safe to confirm delivery.

4.6. Standard Deposits. If expressly authorized by FTB as part of the Solution, FTB will accept Standard Deposits from Courier at a Vault in accordance with the Service Terms for Cash Services. Customer acknowledges that no credit, provisional or otherwise, is given for a Standard Deposit until it is received and processed at the Vault.

4.7. Responsibility. FTB is not responsible or liable for the Validated Currency, other Device Contents or Standard Deposits until received at the designated Vault. The Courier Agreement governs the responsibility of Courier for Validated Currency, Device Contents, Standard Deposits and Change Orders while in transit with the Courier.

5. DEVICE OPERATION

5.1. Access. Customer agrees that the Authorized Device Personnel and the Courier may enter each Facility and have access to each Device at any time during Customer's regular business hours for any purpose related to the Solution including maintenance, servicing, placing Inventory, and verifying and retrieving Validated Currency and Inventory. If FTB is unable to access a Device when requested, regardless of the reason, FTB may suspend the Solution until the required access is provided.

5.2. Surveillance. FTB recommends that Customer install and maintain at least one industry-standard, digital surveillance camera that monitors each Device and records all access to the Device every day, 24 hours a day. Customer agrees to retain recordings from the camera for at least 30 days, and in the case of an Incident, for such longer period requested by FTB until the Incident is resolved. In the event of an Incident or other dispute relating to the Device or Validated Currency, Customer agrees to make available to FTB the applicable camera and all recordings upon request.

5.3. Operation. Customer agrees to use reasonable efforts to keep each Device in good working order, and to comply with operating requirements and restrictions communicated to Customer by FTB.

5.4. Security. Customer understands that each Device contains a significant amount of cash, and for the CPS 10,000 Device models may include Inventory and cash dispensing features. Customer agrees to implement, maintain and enforce reasonable security procedures to ensure the secure and authorized use of the Solution and the general security of the area surrounding each Device. Customer is solely responsible for all use of the Solution at, or through each Device, whether or not authorized by Customer, other than access by Authorized Device Personnel and the Courier.

5.5. Device Operation. Only Authorized Users are permitted to place currency in the Device in connection with the Solution using the credentials established by the Administrator. The procedures for access to the dual currency acceptor features of the Devices will be provided as part of the User Guide provided by FTB to Customer in connection with the Solution. Customer agrees to place only fit United States currency through the currency acceptors in each Device.

5.6. Manual Drop. For Devices that include a Manual Drop Feature, Customer may place coin and bills rejected by the Device, and non-standard checks in the Manual Drop Feature. The Manual Drop may not be used for Customer's non-Device currency or check deposits, or for any other purpose. The contents of the Manual Drop Feature are not validated by the Device and no Provisional Credit or other credit under the Account Rules is given for such contents until such contents are physically received by FTB and processed as a deposit pursuant to the Cash Services Service Terms. FTB reserves the right to limit the dollar value of contents it will accept for deposit by giving written notice to Customer. The contents of the Manual Drop remain Customer's property and Customer is solely responsible for, and retains all risk of loss for, contents of the Manual Drop. Unauthorized or improper use of the Manual Drop feature will be subject to additional fees and charges.

6. VALIDATED CURRENCY AND PROVISIONAL CREDIT

6.1. Provisional Credit.

(a) Posting. On each Business Day, FTB will post Provisional Credit to the Designated Account for the amount of Validated Currency reported to FTB by each Device

subject to processing and verification upon physical receipt. Provisional Credit posted prior to FTB's processing cut off time will be considered "available funds" in the Designated Account for that Business Day in accordance with the Related Agreements; Provisional Credit posted after that time or on a day that is not a Business Day will not become available funds until the next Business Day.

(b) *Final Settlement.* Validated Currency delivered to the Vault will be processed and counted by FTB's Processor. If based on the verification of the Validated Currency so received, FTB determines that the amount of Provisional Credit posted to the Designated Account is the same as the amount of verified Validated Currency, the transaction will be settled at the posted amount. If FTB determines that the amount of the Provisional Credit posted to the Designated Amount is different than the amount of verified Validated Currency for the corresponding transaction, FTB will notify Customer of the discrepancy; in consultation with Customer, FTB will adjust the posted credit (reverse or increase) to reflect the amount verified and settle for the transaction at the verified amount. FTB reserves the right to hold an adjustment pending investigation of the discrepancy.

(c) *CPS 10,000.* For the CPS 10,000 Devices, the verification and final settlement for verified Validated Currency will take account of Validated Currency remaining in the exchange chambers of the Device for which Provisional Credit has been given.

(d) *Loss.* In the case of any theft, destruction or other loss of any Validated Currency or other Incident, FTB is entitled to make an adjustment to the Designated Account in the amount determined by FTB in good faith to correctly reflect the loss of the Validated Currency and to take such other action as FTB believes is necessary to prevent further loss and preserve the security of the Solution at the affected Device.

(e) *Delivery Failure.* If FTB fails to receive a delivery of Validated Currency from a Device at the Vault on the scheduled date for delivery, FTB will advise Customer of the situation and, if Courier is at fault, work with Customer and Courier to resolve or reschedule the pickup. If Courier is not at fault or a pick up cannot be rescheduled promptly, Provisional Credit given for that Device will be reversed, pending receipt of the corresponding Validated Currency or final resolution acceptable to FTB.

(f) *Adjustments.* The Parties acknowledge that the cost of processing small dollar amount adjustments may outweigh the value of such adjustment. Accordingly, where the discrepancy between the amount of Validated Currency reported by the Device and the amount of Validated Currency received by FTB in any single delivery is less than \$50.00 (\$100 in the case of CPS 10,000 Devices), no adjustment will be made. Customer recognizes that the foregone adjustments may be positive or negative.

(g) *Excessive Adjustments.* If the final settlement for the contents of any one Device results in an adjustment to the corresponding Provisional Credit for those contents of more than \$250 more than two times in any calendar quarter that are not the result of FTB or Courier error, FTB reserves the right to suspend the Solution at that Device pending resolution of the cause of the adjustments.

6.2. Delivery. Customer agrees that all Validated Currency shall be delivered directly to the Courier without Customer access, deduction or offset, for transportation to the Vault for verification and processing in accordance with the delivery schedule approved by FTB.

6.3. Currency Ownership. Once Provisional Credit is posted in the Designated Account, ownership of the corresponding Validated Currency passes directly and unencumbered to FTB and

Customer waives, relinquishes, disclaims, and transfers to FTB all ownership interests, including legal, equitable, and beneficial, to the Validated Currency. To the extent Customer retains any rights over the Validated Currency, Customer agrees to hold such Validated Currency in trust for the sole and exclusive ownership of FTB and grants to FTB a first priority and properly perfected security interest in all such Validated Currency. If any Validated Currency becomes subject to any Lien or is removed or accessed other than by Authorized Device Personnel, FTB may suspend all or any aspect of the Solution at the affected Device or Devices and reserves the right to reverse any Provisional Credit given with respect to such Validated Currency. Customer agrees not to use or access, or seek to use or access, any Validated Currency at any time.

6.4. Data Transmission. The correct and timely posting of Provisional Credit to the Designated Account depends on the timely transmission of the appropriate and accurate data by each Device. FTB is not responsible for any errors in the data generated by a Device. While a Device is not functioning properly or is failing to transmit necessary or accurate data, FTB will be unable to post Provisional Credit to the Designated Account and FTB may, in consultation with Customer, suspend the posting of Provisional Credit related to that Device or make such adjustments as it determines to be necessary to posted credit. FTB will cooperate with Customer to restore functionality as soon as practicable. If necessary, FTB will work with Customer to provide reasonable alternatives to processing Customer's currency from the affected Facility.

6.5. Additional Adjustments. If a Device is not functioning properly or FTB reasonably suspects that a Device or information obtained from a Device has been compromised, FTB reserves the right to suspend the Solution at that Device and appropriately adjust any Provisional Credit FTB believes was incorrectly posted. FTB will promptly notify Customer of the circumstances.

6.6. Counts. Customer agrees that FTB's or FTB's Processor's count of currency in or from a Device including the amount of Validated Currency and Inventory is final and conclusive in the absence of manifest error asserted by Customer along with document evidence within ten (10) days of pickup of that Validated Currency. If counterfeit, illegal, foreign or non-fit currency is discovered at any time, any corresponding amount posted to the Designated Account for such currency will be deducted from the settlement amount and returned to Customer or appropriate government authority.

6.7. Incidents. Customer agrees to give FTB written or oral notice (confirmed in writing no later than the next Business Day) of any Incident as promptly as practical but in any case not later than two (2) Business Days after it learns of an Incident. The Parties agree to cooperate in a thorough investigation of each Incident and share relevant non-proprietary or privileged evidence and the results of their investigation with the other Party subject to any regulatory or legal obligation. FTB and Customer acknowledge and agree that prompt and timely notice of an Incident is essential for minimizing losses. Failure to timely report an Incident may result in Customer being responsible for any loss resulting from the Incident.

6.8. Device Change Orders This Section 6.8 only applies to each CPS 10,000 Device for which Device Change Orders are enabled. Customer agrees that Device Change Orders will only be used for Customer's own internal, currency operating requirements and only in compliance with Applicable Law. This feature is not authorized for any other purpose.

(a) Access. Customer controls access to Device Change Orders through the establishment of access credentials. All access to a Device through these credentials is considered by FTB to be authorized for all purposes, and Customer is bound by all such access whether or not the person is in fact authorized or is exceeding his or her authority. Customer (i) acknowledges that the presence of cash in the Devices and the ability of the Devices to dispense cash creates a risk of unauthorized activity at the Devices by employees

and others, (ii) understands these risks and has implemented effective controls to prevent unauthorized access to and use of the cash in, and currency dispensing features of the Devices, and (iii) assumes all risks of use of the currency dispensing features of the Devices other than by Authorized Device Personnel.

(b) *Inventory.* If FTB stocks Inventory in a Device or permits Validated Currency to remain in the exchange chambers of the Device, Customer agrees that all such Inventory and Validated Currency is the property of FTB, is held by Customer solely and exclusively for the benefit of FTB in connection with the Solution and will be made available to FTB for removal from Device immediately upon request of FTB at any time without delay, condition, restriction or set off. Customer disclaims any rights or interest in the Inventory except the right to obtain it through a valid Device Change Order.

(c) *Payment.* FTB will debit the Designated Account for the dollar amount of each Device Change Order when placed.

7. FEES

7.1. *Payment.* Customer agrees to pay FTB the fees and charges set forth on Schedule D. Unless otherwise expressly approved by FTB, fees for the Solution as described in Schedule D are payable monthly pursuant to FTB's normal billing practices and Customer authorizes FTB to debit Customer's accounts at FTB for such fees and charges. Customer acknowledges that Schedule D includes variable fees that are the responsibility of Customer and that FTB may be paying fees and other charges to the Courier, maintenance provider on behalf of Customer that will be charged to Customer.

7.2. *Dispute.* Customer reserves the right to dispute any fee or charge in good faith by providing notice of the dispute along with supporting detail to FTB within thirty (30) days of receipt of the invoice or analysis statement reflecting the disputed fee or charge.

7.3. *Taxes.* Customer is responsible for all taxes attributable to its lease, rental or purchase of the Devices, Courier services, the Solution and these Service Terms.

8. REPRESENTATIONS AND WARRANTIES

8.1. *Mutual.* Each Party represents and warrants to the other that: (a) the execution, delivery and performance of these Service Terms has been authorized by all necessary entity and governmental action on its part; (b) the person signing these Service Terms on its behalf is duly authorized to do so; and, (c) these Service Terms represent its legal, valid and binding obligation enforceable against it in accordance with its terms.

8.2. *FTB.* FTB (a) represents and warrants to Customer that FTB has all necessary rights to offer and provide the Solution to Customer as described in these Service Terms; and (b) agrees to provide the Solution in a diligent, workmanlike manner consistent with standards prevailing for similar processing services.

8.3. *Customer.* Customer represents and warrants to FTB, and agrees that Customer: (a) has not granted, and shall not grant, to any person or entity any rights or security interest in any Device, Validated Currency or Inventory; (b) is not subject to, and shall not agree to incur, any liability or obligation that would prevent Customer from performing its obligations to FTB under these Service Terms; and (c) is authorized to implement the Solution at each Facility as provided in these Service Terms. Customer agrees to use the Solution only in full compliance with Applicable Law.

FTB makes no other representations or warranties, either express or implied, of any kind with respect to the Solution, including, without limitation, those of merchantability and fitness for a particular purpose. No descriptions or specifications constitute representations or warranties of any kind.

8.4. Financial Matters. Unless Customer makes its financial statements publicly available on its website or through the Securities and Exchange Commission on a timely basis, Customer agrees to provide FTB with such financial statements and information as FTB reasonably requests in connection with the Solution, and to cooperate with FTB in a review of such information. Customer agrees that FTB may rely on the accuracy, completeness and timeliness of such statements and information.

9. IP RIGHTS

9.1. FTB Rights. Customer acknowledges and agrees that FTB and its Processors own and exclusively retain any and all Intellectual Property Rights: (a) associated with the Solution including any software, hardware, design, functionality, processes, procedures, systems, know-how, inventions, sales materials, technical materials, implementation guides, checklists and other materials provided in connection with the Solution (“**Developments**”); and (b) to any and all improvements, enhancements, derivative works, or modifications to the Developments (collectively “**Improvements**”). Customer hereby assigns any and all Intellectual Property Rights in and to the Improvements to FTB or its designee. Customer shall not receive any Intellectual Property Rights or other rights in or to the Solution, except to use the Solution in accordance with these Service Terms.

9.2. Restrictions. Customer agrees that it will not, and will not allow its employees, agents or vendors to, directly or indirectly: (a) decompile, reverse engineer, disassemble or otherwise attempt to derive source code or trade secrets of the Developments or Solution; (b) copy (except in the case of normal backups and archival copies), reproduce, incorporate, use, or allow access to any portion of the FTB Software, or Solution or seek to circumvent any technological measures controlling access thereto; (c) use the Solution for any purpose other than cash processing through the Devices as part of the Solution; (d) adapt, modify, transform or create derivative works of any aspect of the Solution (including the removal or alteration of any copyright, trademark or proprietary rights notices); (e) license, lease, encumber, resell, or otherwise transfer or disclose the Solution to any third party or for the benefit of any third party, or allow third parties to use the Solution in any manner or way; or (f) create any software or documentation that is in any way similar to any Development or the Solution based in whole or in part on any information provided by FTB in connection with these Service Terms or the Solution.

9.3. Claims. If the Solution or any component of the Solution becomes or, in FTB’s good faith opinion, is likely to become, the subject of any legal or equitable claim or action against Customer preventing its use as contemplated in these Service Terms, FTB may, at its option: (a) procure for Customer the right to continue using the Solution or such component; (b) replace or modify the Solution or such component so that it becomes non-infringing without substantially compromising its functionality; or, if (a) and (b) are not reasonably available to FTB, then (c) terminate Customer’s right to use the Solution or the allegedly infringing aspect of the Solution.

9.4. Indemnification The obligation of FTB to defend Customer as provided in the Master Agreement with respect to infringement does not extend to any infringement claim based upon: (a) use of a superseded or altered release of Solution if the infringement would have been avoided by the use of a current or an altered release of the applicable aspect of the Solution that FTB makes reasonably available to Customer; (b) the combination, operation or use of any aspect of the Solution with software, hardware or other materials not furnished by FTB if such infringement would have been avoided without such software, hardware or other materials; or (c) any misuse, or use in

violation of these Service Terms or Manufacturer or FTB instructions, of the applicable aspect of the Solution.

9.5. Customer Data. “Customer Data” means any content, materials, data and information that Authorized Users enter into the FTB Software or a Device or that Customer derives from its use of and stores in the Solution such as Customer-specific reports). FTB acknowledges that Customer retains its right in and to the Customer Data provided that FTB may use anonymized data.

10. CONFIDENTIALITY

For purposes of the confidentiality obligations of the Parties under the Master Agreement, FTB’s confidential information includes all information related to the Solution including product and service capabilities, features, design, processes, information and pricing, and general product and market information. Customer’s confidential information includes Customer’s store design, processes, cash handling methodologies, and store and company financial and business data. Without limiting the generality of this limitation, Customer agrees that Customer may not use or share any FTB confidential information and any competitor of FTB or use such information for its own purposes. Customer’s obligations under this Section 10 are subject to Customer’s obligations under Applicable Law including freedom of information and open government laws.

11. LIMITATION OF LIABILITY

In addition to the limitations on liability set forth in the Master Agreement, Customer further agrees, to the maximum extent permitted by law, that FTB’s liability to Customer for any and all claims arising under or in connection with these Service Terms or the Solution is limited to actual monetary damages resulting from FTB’s negligence. In no event shall the liability of FTB for any and all claims under these Service Terms or with respect to the Solution exceed in the aggregate for all such claims the amount of fees actually paid by Customer to FTB in the twelve month period preceding the making of any claim by Customer.

12. TERM AND TERMINATION

12.1. Term. These Service Terms will become effective as of the Signature Date and continue for the Term.

(a) *Full Term*. The Term will be deemed to have commenced on the Signature Date and, in either case, except as otherwise provided in this Section 12, will end on the last day of the month in which the latest ending Device Term expires or is terminated. The “**Device Term**” for each Device will begin on the Commencement Date for that Device and will end on the fifth anniversary of the Commencement Date for that Device unless a different expiration date and corresponding pricing model are expressly set forth on Schedule D, subject to extension as provided below or by mutual written agreement. *Device Term Expiration*. If a Device Term expires and other Device Terms remain in effect, the expired Device Term will be extended on a month to month basis to the last expiring Device Term subject to termination of the extended Device Term by either party upon thirty (30) days’ written notice. The expiration of a Device Term has no effect on any other Device Term.

(c) *Exclusion of Termination Right*. Customer and FTB agree that Section 19.1 of the Master Agreement (or similar provision in the Master Agreement permitting termination without cause) and any provision of any agreement that would permit Customer to terminate these Service Terms other than as expressly provided in these Service Terms shall not apply to these Service Terms. In the case of any termination of the Master Agreement prior to the

expiration or termination of the Term without termination of these Service Terms, the provisions of the Master Agreement shall continue to apply to the Parties with respect to these Service Terms.

12.2. FTB Termination.

(a) *Master Agreement.* FTB may terminate or suspend immediately the Solution or terminate the Term and these Service Terms as provided in the Master Agreement.

(b) *Additional Right.* FTB shall also have the right to terminate these Service Terms or suspend the Solution at one or more Devices upon not less than ninety (90) days' prior written notice to Customer if required by a regulatory authority with jurisdiction over FTB or FTB determines in good faith that the continued provision of the Solution to Customer in accordance with the terms of these Service Terms would be inconsistent with FTB's underwriting standards, subject FTB to unacceptable regulatory or reputational risk.

12.3. Customer Termination.

(a) *Breach.* Customer may immediately terminate these Service Terms with notice to FTB if FTB materially breaches a material obligation under these Service Terms or materially violates a material Applicable Law in connection with providing the Solution; provided that (i) Customer has delivered to FTB in good faith written notice describing the material breach in reasonable detail, (ii) FTB has failed to cure such default within thirty (30) days after receiving such notice, and (iii) at the end of the applicable cure period, Customer has notified FTB in writing that the default has not been cured and Customer is unwilling to extend the cure period. Customer shall be in breach of these Service Terms if Customer terminates its use of the Solution or ceases making payments for the Devices for any reason or in any manner other than as authorized by this Section 12.3(a).

12.4. Effect of Termination and Expiration. Upon expiration or termination of these Service Terms in accordance with its terms, the Term and all Device Terms for all Devices shall end, and

(a) Customer shall: (i) have no further right to use the Solution; (ii) promptly pay to FTB all fees (including termination fees, if applicable) then due and owing to FTB; and (iii) return immediately to FTB at Customer's expense all materials related to the Solution including Implementation Materials for this Solution and all copies;

(b) FTB is authorized to terminate the Courier Agreement on Customer's behalf;

(c) FTB's obligation to remit payments to Courier shall terminate, and Customer is directly responsible for all of such obligations under Courier Agreement thereafter; and

(d) Customer shall provide FTB or its agents with immediate access to the Devices to remove any Validated Currency and Inventory and remove or disable FTB Software remaining in such Device. The costs and expenses of removing the Validated Currency, Inventory and FTB Software are the responsibility of Customer and shall be paid by Customer upon demand, except in the case of a termination of these Service Terms is due to a Solution Default.

12.5. Devices. Upon termination or expiration of these Service Terms for any reason, or non-renewal of a Device Term, Customer agrees:

(a) to provide FTB and the Authorized Device Personnel with immediate access to each FTB Device, or in the case of expiration of a Device Term for an FTB Device without extension, that Device upon request in order to uninstall and remove each such FTB Device from the applicable Facility or Facilities;

(b) return each FTB Device in good working order and condition, reasonable wear and tear excepted;

(c) cooperate with FTB and their respective agents in connection with the matters described in this Section;

12.6. Survival. Without limiting the effects of the Master Agreement, expiration or termination of these Service Terms does not relieve or excuse either Party's obligations for any aspect of the Solution arising on or before such expiration or any obligation or which by its terms is to be performed in connection with or after the termination or expiration of these Service Terms. All provisions of these Service Terms relating to the Parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability and indemnification shall survive termination or expiration of these Service Terms.

12.7. Termination Payment.

(a) *Fee*. Customer may be liable for termination fees as provided in this Section. Without limiting any other remedy FTB may have in connection with a breach by Customer of these Service Terms, if (i) Customer terminates these Service Terms other than pursuant to and in compliance with Section 12.3(a), or ceases using the Solution or any Device for any reason other than a Solution Default, or (ii) FTB terminates these Service Terms other than under Section 12.2(b), Customer shall pay FTB, upon FTB demand, the sum of the following, for each Device:

(A) An amount equal to the product of (i) the most recent month's managed service fee for the Solution for that Device, multiplied by (ii) the lesser of (A) the number of months that would have been remaining in the Device Term for that Device had these Service Terms or the applicable Device Term not been terminated, and (B) twelve (12); and

(B) An amount equal to the product of (i) most recent month's hardware fee for the Device, multiplied by (ii) the number of months that would have been remaining in the applicable Device Term had these Service Terms or the applicable Device Term not been terminated.

(b) *Exclusions*. It is understood and agreed that the temporary closing of a Facility for remodeling or due to relocation of a Facility (in each case, upon payment by Customer of all expenses incurred by FTB in connection with the closing, relocation or change in location) does not result in the applicable Device being subject to the fee required by paragraph (a) above provided that such Device is not out of use for more than 90 days and Customer continues to timely pay fees applicable to that Device while not in use it being understood that Courier service will be suspended except as required by Customer, and the related fees will likewise be suspended.

12.8. Change of Control. If Customer desires that FTB not terminate these Service Terms in connection with a Change of Control, Customer will provide written notice to FTB at least thirty (30) days prior to the anticipated effectiveness of the Change of Control and use its commercially reasonable efforts to provide all information reasonably requested by FTB relating to the transaction or the acquiring company in the Change of Control (all of which shall be Customer's confidential information). If Customer timely provides such notice and information, FTB agrees to subject the acquiring company to its then credit underwriting and other due diligence requirements, and know your customer and other requirements of Applicable Law, and to use good faith efforts to continue to

provide the Solution to Customer or the acquiring company, as the case may be, pursuant to an agreement similar to this one, all prior to the effectiveness of the Change of Control.

13. Miscellaneous.

13.1. One Year. Any and all claims of Customer under these Service Terms must be brought within one year after the claim arose.

13.2. Direct Use. The Solution is provided solely to Customer for its direct benefit. The Solution may not be resold or reoffered to, or used by or for any third party except affiliates of Customer who become parties to the Master Agreement and these Service Terms pursuant to documentation required by FTB.

13.3. Publicity. Subject to a Party's obligations under Applicable Law including freedom of information, open government and similar laws, each Party agrees not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes, or pictures implying endorsement by either Party or either Party's employees without prior written approval. Each Party shall submit to the other for written approval, prior to publication, all publicity matters that mention or display the name or marks of the other Party or contain language from which a connection to the other Party may be clearly inferred. This provision shall survive termination of these Service Terms.

13.4. Independent Contractor. FTB is providing the Solution as an independent contractor. None of the terms set forth in these Service Terms will be construed as creating a partnership, joint venture, agency, trust, or any other similar relationship between Customer and FTB or any of their respective employees, or between or among FTB[, or] the Courier.

13.5. Insurance. FTB has in place and agrees to maintain in force Workers' Compensation Insurance as required by Applicable Law, and automobile, general liability, errors and omissions and cyber insurance of the types and in amounts commonly carried by similarly situated financial institutions.

14. Defined Terms. As used in these Service Terms, the following terms have the indicated meanings:

"Additional Device Features" means the optional Device features selected by Customer as set forth on Schedule A or the User Guides.

"Authorized Device Personnel" means FTB employees, agents and vendor personnel that FTB identifies to Customer in writing who provide any aspect of the Solution on behalf of FTB. It is understood the Courier is not FTB's Authorized Device Personnel.

"Authorized Users" are users of the Solution established by the General Administrator or Channel Administrator to access the Device to use the Solution on behalf of Customer.

"Change of Control" refers to the transactions described in Section 19.2(d) of the Master Agreement or similar provision permitting FTB to terminate the Master Agreement or the Service Terms upon the occurrence of a change of ownership of Customer.

"Commencement Date" for a Device Term means the date Provisional Credit is first posted to the Designated Account for that Device it being understood that an FTB Device that is acquired by Customer from FTB shall retain the original Commencement Date.

“Courier” means the armored courier or couriers executing a Courier Agreement with Customer to act as Customer’s agent to provide courier services for Validated Currency, Device Contents and Change Orders.

“Courier Agreement” means the Courier Services Agreement compatible with the Solution between Customer and Courier for the transportation of the Validated Currency and other Device Contents from each Facility to the applicable Vault and related services including delivery to Customer of Change Orders.

“Designated Account” means a mutually agreed upon account at FTB for the posting of Provisional Credit and adjustments.

“Device” means an intelligent, automated safe device used by Customer to process currency or coin, including, the models designated as CPS 1,000, CPS 2,000, CPS 6,000 and CPS 10,000 and includes the manual Side Safes, coin wrapping equipment, tube vend equipment, pedestal and other Additional Device Features and any other hardware described as part of the Device on Schedule A.

“Device Change Orders” means the dispensing of currency in requested denominations through a CPS 10,000 Device by Customer using the change making components of the Device.

“Device Contents” means Validated Currency and the eligible contents of the Manual Drop Feature.

“Facility” means each agreed upon location at which a Device is installed.

“FTB Device” means a Device owned by FTB and provided to Customer for use with the Solution.

“FTB Software” means FTB-developed and owned or licensed software installed on each Device that provides for connectivity to FTB’s data network and Device data management.

“General Administrator” means the individual (or each individual, if Customer appoints more than one) designated by Customer with the overall authority to act on behalf of Customer with respect to the Solution including access to all of the administrative features of the Solution and authority to: execute agreements and documents with FTB; designate and delegate authority to Authorized Users and other Authorized Agents for the Solution; request and schedule maintenance and additional Courier services; report and respond to Incidents; and, accept and act on all communications from FTB regarding the Solution.

“Incident” means (a) any instance of Validated Currency or Inventory lost, stolen damaged or otherwise missing from a Device or in transit regardless of the circumstances, (b) any shortage in, or theft from any shipment received by Customer from the Courier, (c) any unauthorized access to a Device or any other occurrence of the damage to, or theft or compromise of a Device whether or not resulting in the loss of currency or coin from the Device, and (d) any other loss or disappearance of Validated Currency or Inventory.

“Intellectual Property Rights” means all patent, trademark, copyright, trade secret and other intellectual property rights.

“Inventory” means, for each CPS 10,000 Device, the currency, if any provided by FTB to stock the exchange chambers of the Device, including Validated Currency retained in the exchange

chambers, and currency in the eCash feature of the Device. Inventory is owned by FTB and can only be accessed by Customer when authorized by FTB.

“Lien” means any lien, claim, encumbrance or restriction of any kind, or claim of any third party.

“Manufacturer” means the manufacturer or seller of the Devices implemented with the Solution.

“Manual Drop Feature” means a physically separate compartment available on certain Device models that Customer may use for the storage of bills and coin rejected by the Device validators and nonstandard checks for pick-up by the Courier.

“OCA” means the Online Channel Access Agreement between Customer and FTB or similar agreement governing Fifth Third Direct and other online channels used by Customer with the Solution.

“Provisional Credit” means the posting of credit to the Designated Account for Validated Currency as reported to FTB by Device transmission subject to verification, adjustment and final settlement as provided in these Service Terms and the Account Rules. Provisional Credit is available for withdrawal in accordance with the Account Rules.

“Side Safe” is an optional Additional Device Feature that consists of one or more manually operated secure compartments access to which is controlled by a combination or similar locking system. A Side Safe is considered part of the Device at the same Facility.

“Signature Date” means the date that these Service Terms are signed by FTB as indicated on the Signature Page.

“Solution Default” means either: (i) Customer terminates these Service Terms in writing expressly pursuant to and in compliance with Section 12.3[(a)] or (ii) FTB terminates these Service Terms in writing expressly pursuant to Section 12.2(b).

“Standard Deposit” means US currency and checks generated in Customer’s normal operations not extracted from a Device and said to be contained in a sealed bag delivered to the Courier while providing a pickup of Validated Currency from a Device at a Facility to be delivered to a Vault along with Validated Currency.

“Term” means the period commencing on the Signature Date and ending on the last day of the month in which the last Device Term expires.

“Validated Currency” means the amount of currency accepted and validated by, and stored in each Device, as reported to FTB.

“Vault” means the cash processing facility operated by a Processor identified by FTB for acceptance from Courier and processing of Device Contents for each Device, and from which Change Orders are picked up by the Courier and delivered to Customer. A Vault is a Delivery Point for purposes of the Master Agreement.

[Signature Page Follows]

WITNESS, the Parties have caused these Service Terms to be executed by their respective duly authorized representatives.

CUSTOMER: CITY OF WYOMING

FIFTH THIRD BANK, N. A.

Tax ID: 386006933

By: _____

By: _____

Print name: _____

Print name: _____

Print title: _____

Print title: _____

Approved as to form:

By: _____



Print name: _____

Heather Chapman, Deputy City Attorney

Print title: _____

Signature Date: _____

Address:

Address:

1155 28th St Sw
Wyoming, MI 49509

Fifth Third Bank, N. A.
Attention Currency Processing Solutions
38 Fountain Square Plaza
MD 1090QE
Cincinnati, OH 45202

Phone:
Fax:
Email:

With a copy to (which shall not constitute notice)

Jeff Hanneken
Vice President and Senior Counsel
Fifth Third Bank, N. A.
38 Fountain Square Plaza MD 10907F
Cincinnati, OH 45202

STATEMENT OF SCHEDULES

Schedule A	Facilities
Schedule B	Maintenance
Schedule C	Courier and Courier Agreement
Schedule D	Pricing

**Schedule A
Devices and Facilities**

FTB Device Facilities:

Store ID	Address	City	State	ZIP
1	1155 28th St SW	Wyoming	MI	49509

Schedule B Maintenance

1. The following, with the exception of Level 3 on-site assistance, are included in FTB's maintenance program at no cost to Customer:
 - a) Schedule and perform Preventive Maintenance services defined as preventive maintenance services conforming in frequency and scope to Manufacturer specifications at mutually arranged times during the stated Term.
 - b) Unscheduled on-call Remedial Maintenance is provided during the Term. "Remedial Maintenance" shall include all the services necessary to restore a Device to its operating condition. The following procedures will apply for all Remedial Maintenance calls:

Level 1: FTB shall provide telephonic diagnostic assistance in determining problem origin, seven days per week, twenty-four hours per day. In the event the problem cannot be resolved through Level 1 assistance, FTB will escalate Customer's call to Level 2 assistance.

Level 2: Level 2 assistance is available Monday through Saturday. Typically, a call back to the client site will be required as Level 2 assistance will be provided by a resource with greater technical skills in a continued effort to resolve the issue via telephone. Level 2 assistance will leverage FTB's Device Management tool to gather more details about the device, which may require the end user to perform certain functions to assist with the validation (e.g., ensure cords are properly plugged into the device). In the event the issue cannot be resolved by Level 2 assistance, the call will be escalated to Level 3 assistance.

Level 3: Subject to certain weekend and holiday limitations, within 24 hours of escalation to Level 3, a technician will be dispatched to perform on-site issue resolution support to the Customer.
 - c) Installation, at mutually agreed upon times, of mandatory equipment updates (generally consisting of bug fixes) required by FTB or Manufacturer. This will include currency upgrades when available from the Manufacturer at no additional cost to Customer.
 - d) Provision of all parts necessary for maintenance on an exchange basis. Such parts will be new or guaranteed to perform as new when installed in the Devices.
 - e) Limited equipment training/orientation will be performed at the time of installation. If Customer desires additional training during the Term, such training shall be provided at FTB's current market rates.
2. Maintenance that is required or due to the following events or causes will be charged to Customer at FTB's then applicable rates:

- a) Accident, transportation (except for transportation provided by or contracted for by FTB), power surge or failure, neglect, misuse, fire, dirt, water, or environment (temperature) that fails to meet manufacturer's specification;
- b) Negligent acts, omissions or willful misconduct by non-FTB personnel and agents;
- c) Services necessary to replace consumable parts (such as paper and ribbons), for which the cost of the consumable parts, without mark-up, are also the responsibility of Customer;
- d) External maintenance such as the replacement of cables, printers and supply items; and
- e) Excessive bill jams caused by foreign objects such as staples, rubber bands, paper clips or tools.

3. The following fees apply to any services for which additional fees apply:

- a) Install and De-install rates (for relocation or suspension of use) shall be quoted separately at the time of request.
- b) Shipping and return shipping rates shall be quoted separately at the time of request.
- c) Level 3 Service visits to a Customer Location resulting from the causes outlined in #2 above will be invoiced at standard rates plus an administrative fee. Rates may vary outside of coverage hours and on holidays.
- d) Coverage Hours – Seven days per week, 24 hours per day for Level 1 assistance. All other assistance available Monday through Saturday 8:00 am to 5:00 pm, excluding U.S. Federal Holidays.

Schedule C

LOOMIS CUSTOMER COURIER SERVICE AGREEMENT FOR CPS SERVICES

This Customer Courier Service Agreement is made as of _____, 2025 (the "Agreement"), by and between LOOMIS ARMORED US, LLC. ("LOOMIS"), a Texas Limited Liability Company and City of Wyoming ("Customer"). These are the terms and conditions under which Loomis agrees to provide armored courier services to Customer.

1. **DEFINITIONS.**

- (a) "Bank" means Fifth Third Bank, N. A.
- (b) "Delivery Location" means the Loomis vault location where Loomis is to deliver Shipments or otherwise designated location.
- (c) "Device" means an intelligent safe device to be used by Customer for currency processing services provided by Bank and located at a Customer Location.
- (d) "Loss" means any loss of, damage or destruction to Property.
- (e) "Maximum Liability Amount" means the total liability assumed by Loomis for Loss of a Shipment, as specified in this Agreement.
- (f) "Customer Location" means each Customer location where a Device is installed as shown on Appendix A and Loomis is to receive/retrieve Shipments.
- (g) "Property" means currency, coin and checks agreed to be transported by Loomis as set forth herein.
- (h) "Protocol" means the procedures mutually agreed upon by Bank, Customer and Loomis for Loomis performance of the extraction of Property from the Device.
- (i) "Rates" means the charges for Services as described in Section 4.
- (j) "Services" means armored transportation services to be provided to Customer as described in this Agreement.
- (k) "Shipment" means one or more containers of Property removed by Loomis from a single Device at a single Customer Location and which is/are to be delivered to a single Delivery Location.

2. **SERVICES.**

- (a) **INITIAL LOAD.** For 10,000 Model Devices only, following the installation of the Device at a Customer Location, either Bank or Loomis will schedule with Customer to perform the initial loading of the Device with Property which initial loading shall be governed by the agreement between Bank and Loomis ("CPS Agreement").
- (b) **PICK UP AND TRANSPORT.** At the frequency and in accordance with Appendix A, Loomis shall arrive at Customer Location(s) for the purpose of (i) replenishing the Device with

Property with amounts specified by Bank; (ii) picking up Shipments of Property by removing Property from a Device in accordance with the applicable Protocol for that Device type; and (iii) transporting the Property in such Shipments to a Loomis facility for processing.

- (c) **CHANGES IN CUSTOMER'S SERVICE REQUIREMENTS.** Pick up frequency will be adjusted from time to time as appropriate for the levels of currency being in the Device only with the mutual consent of the other party. Additions or deletions of Customer Locations and/or frequency of service changes will be as incorporated into an amended Appendix A.
- (d) **ROLE OF FIFTH THIRD BANK.** Customer confirms and agrees that (i) Customer has engaged Bank to manage Customer's acquisition and use of the Services under this Agreement and is authorized to represent Customer in dealing with Loomis under this Agreement, (ii) Loomis is authorized to rely on all information and instructions provided to Loomis by Bank on behalf of Customer, (iii) Bank is authorized to handle and process any and all claims by Customer with Loomis for Loss of Property or other claims or demands that Customer desires to make to or of Loomis under this Agreement; and (iv) Bank is authorized by Customer to handle Loomis claims against Customer. To the extent Loomis has paid Bank for a claim for which Loomis is responsible under this Agreement, such payment shall be deemed to have been paid to Customer.

3. TERM.

Both Customer and Loomis may terminate this Agreement at any time by giving the other party sixty (60) days' advance written notice. In addition, in the event Customer is no longer receiving cash processing services from the Bank related to the Devices, this Agreement will terminate as of the date of such termination of such services from the Bank, and Customer agrees to give Loomis' prompt notice in the case of such termination.

4. FEES.

Customer agrees to pay the Rates for the Services directly to Bank. Loomis and Customer acknowledge that Bank has included the Rates in its fees and charges to Customer for Bank's services and agreed to process payment of the Rates on behalf of Customer. Accordingly, Bank will be billed directly for Rates for the Services. In the event Bank notifies Loomis of its intent not to pay the Rates for the Services, Loomis will notify Customer and Loomis and Customer will mutually agree upon applicable Rates for Loomis to bill Customer directly for the Services.

5. DEVICE ACCESS.

- (a) Customer agrees to ensure Loomis shall have free and clear access to the Device(s) at a Customer Location Device(s) to perform the Services, and agrees to cooperate with Loomis as may be necessary to ensure the Services are performed as contemplated herein. Customer agrees and acknowledges that it shall not have access to the Device or any Property accepted by the Device bill validators.
- (b) Customer agrees that if Loomis Personnel are unable to obtain immediate access to the Device, Loomis shall, at its sole discretion, either depart from the Customer's location or remain for a reasonable period of time and charge Customer "excess premises charges" at the rate set forth in Appendix A.
- (c) Customer warrants that the Device shall declare the actual value of Property to be removed from each Device (establishing such Shipment's Maximum Liability Amount), and Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property to be removed by Loomis.

6. LOOMIS LIABILITY LIMITATIONS AND EXCLUSIONS.

- (a) In no case shall Loomis be responsible or liable for Property until the point at which the Device is opened by Loomis in accordance with the applicable Protocol. Loomis' responsibility shall terminate when the Property has been delivered to the Delivery

Location. CUSTOMER expressly understands and accepts that ownership or title to Property shall never transfer to LOOMIS.

- (b) Loomis liability for any of its obligations under this Agreement, including without limitation liability for any Loss, is limited to the lesser of: (i) the Maximum Liability Amount; or (ii) the actual amount lost as evidenced by available reliable evidence including business records of Customer and the Device. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property removed by Loomis from a Device, and agrees, in the event of Loss, to be bound by its declaration of value by the Device or other value amount established by reasonable evidence if different including Loomis count of the Property contained in a Shipment.
- (c) In the event of Loss of checks or other financial instruments (together "Checks"), Loomis agrees to pay for: (a) Customer's reasonable costs in identifying and replacing the Checks, and (b) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss of such Shipment shall include the referenced \$25,000. Maximum Liability Amount for the entire Loss. Customer shall maintain a complete record of all Checks in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Loomis for all amounts that are recovered as the result of such efforts.
- (d) Loomis shall not be liable for non-performance or delays of service caused by imposter pickups, strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or events beyond Loomis' control.
- (e) Loomis shall not be liable for Loss or for non-performance or delays of service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority. In no case shall Loomis be liable for Loss or for non-performance or delays of service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to by or arising from: (i) any chemical, biological, bio-chemical or electromagnetic weapon; (ii) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (iii) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (v) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (vi) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this subclause (vi) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes. **The following limitation shall not apply to Property in transit.** Loomis shall not be liable for Loss or for nonperformance or delays of service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited

to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- (f) **Loomis shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including without limitation lost profits, business interruption, interest or savings) whether or not caused by the fault or negligence of Loomis and whether or not Loomis had knowledge that such losses or damages might be incurred.**
- (g) Customer agrees to indemnify, defend and hold harmless Loomis from all claims, costs or expenses arising out of any third party's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by Customer hereunder that is in Loomis' custody due to a claim, demand or suit against Customer by such third party or through governmental seizure. Loomis agrees to give Customer prompt notice of any such claim, suit, demand or seizure and to provide Customer reasonable cooperation on the defense.

7. FILING OF CLAIMS; PROOF OF LOSS.

- (a) In the event of any Loss, Customer shall inform Loomis as soon as practicable and give written notice to Loomis within Two (2) business day after any Loss or suspected Loss is discovered or should have been discovered so that Loomis can initiate effective investigation of the Loss. In no event will Customer provide notice of the Loss more than thirty (30) days after Loomis collection of the Property. Unless notice is given by Customer within the time set forth in this paragraph, any and all claims by Customer for the Loss shall be deemed waived. No action, suit or other proceeding to recover for any such Loss shall be brought against Loomis unless (a) the above notice has been given to Loomis, and (b) such action, suit or proceeding is commenced within twelve (12) months after Loomis collection of the Property.
- (b) Customer shall maintain a record of all Property placed in the Device and shall promptly and diligently assist Loomis in the investigation of any Loss or suspected Loss. Customer agrees to diligently endeavor to mitigate its damages in connection with any Loss.
- (c) Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by books, records and accounts of Customer, shall be furnished to Loomis prior to payment of a claim by Loomis. Upon payment of a claim by Loomis, Customer hereby assigns to Loomis all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties related to the Loss. Customer will execute any documents necessary to perfect such assignment upon request by Loomis.

8. DEFAULT.

- (a) A material breach by Loomis or Customer of this Agreement shall be considered an event of default ("Event of Default") with respect to this Agreement (and with respect to Customer, the affected Customer Location), provided such breach continues for a period of thirty (30) days after breaching party's receipt of written notice from the non-breaching party specifying the nature of such breach. Upon the occurrence of an Event of Default, the non-breaching party may terminate the Services immediately by providing written notice to the breaching party (or, if the breaching party is Customer, to Bank).

- (b) No failure or delay on the part of Loomis to exercise any right or remedy hereunder shall operate as a waiver thereof. No express or implied waiver by Loomis of any default shall constitute a waiver of any other default by Customer or a waiver of any of Loomis rights.

9. INSURANCE.

- (a) Loomis will maintain at all times during the term of this Agreement, insurance payable to Loomis in such amounts and against such risks as shall adequately cover the Maximum Liability Amount. Upon Customer's written request, Loomis will provide a certificate of insurance. Customer shall be given thirty (30) days' notice in the event such insurance coverage is canceled, not renewed or materially restricted.
- (b) Customer shall at all times maintain comprehensive general liability insurance coverage, including contractual liability and premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Loomis evidence of such insurance coverage upon request, and Customer agrees that Loomis shall be given thirty (30) days' notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

10. SUCCESSORS. All of the covenants, conditions and obligations contained herein shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

11. PUBLICITY RELEASE. The parties agree that neither party shall have the right to make public announcements regarding this Agreement without the written consent of the other party. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.

12. MISCELLANEOUS.

- (a) Unless otherwise specified in Appendix A, all Services under this Agreement will be performed during regular business hours at the time Loomis regular route is in the immediate area of the Pick-Up Location and Delivery Location, and no service shall be performed on Sundays or holidays observed by Loomis. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon.
- (b) Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.
- (c) All notices under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; receipt date of facsimile transmission; or receipt date of overnight courier service; or receipt date of registered or certified mail. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by notice. All notices to Customer will also be given simultaneously to Bank.
- (d) The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
- (e) Customer and Loomis hereby waive the right either may have to a trial by jury in respect of any litigation in connection with this Agreement. This provision is a material inducement for the parties to enter into this Agreement.

- (f) This Agreement may be altered, amended or superseded only in writing signed by the parties with the approval of Bank. This Agreement, including its Appendices constitutes the entire agreement and understanding between Customer and Loomis with respect to the subject matter hereof and supersedes any and all prior agreement or understanding between the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, at law or in equity, whether in contract, tort or otherwise, it being agreed that all of such other remedies, entitlements and recourse are hereby expressly waived and released by the parties hereto to the fullest extent permitted by law.
- (g) The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
- (h) This Agreement and the rights and relationships of the parties, and all claims or causes of action (whether in contract or tort) that may be based on, arise out of or relate to this Agreement, shall be governed in all respects by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of laws and principles thereof.
- (i) Customer agrees that none of the provisions of the Carmack Amendment apply to any obligation of Loomis under this Agreement, and that this Agreement governs the rights and responsibilities of Customer and Loomis. Customer agrees to look only to the provisions of this Agreement for any claim against Loomis relating to Customer's Property.

******Signature Page Follows******

("Customer")
CITY OF WYOMING

LOOMIS ARMORED US, LLC

By: _____
 (Customer Signature)

By: _____
 Authorized Representative

Print name: _____

Print name: _____

Title: _____

Title: _____

Approved as to form:



Heather Chapman, Deputy City Attorney

**Appendix A to Loomis Customer Courier Agreement
City of Wyoming**

Device Type: CPS 10,000

Maximum Liability Amount: \$150,000 (for CPS 10,000)

Pickup Frequency: As mutually agreed with Bank

Premise Time: 15 minutes (for CPS 10,000)

Excess Premises Charge: \$2.00 per minute

Customer Locations:

Store ID	Address	City	State	ZIP
1	1155 28th St SW	Wyoming	MI	49509

Schedule D

Pricing

CURRENCY PROCESSING SOLUTIONS FEE DETAIL

CPS Managed Service (per month):

CPS 10,000 Recycler (RBG) with Loose (SDRC): One delivery of Validated Currency per week - \$340 (Hardware Fee) + \$2,131 (Managed Service Fee) = \$2,471 per Device

Pricing is exclusive of all applicable taxes, which are the sole responsibility of Customer.

CPS Managed Services includes:

- CPS Device (monthly fee)
- Licensed FTB Software
- Data Transmission to and from Device (internet/cellular connection not included)
- Courier management
- Customer support
- Currency processing and verification
- Initial Device site survey and initial shipping and installation*

* Rush order/installation of Devices incur a per Device charge of \$500

Banking Services included in the CPS Fee:

- Provisional Credit
- Change order fulfillment (non-routine change orders not included)
- On-line information reporting of intra and prior day transactions
- Account maintenance and structure

Additional CIT Charges:

The following charges will be charged to Customer at the applicable Courier's then applicable rates plus applicable taxes and an administrative fee payable to FTB:

- Emergency or non-routine change order fulfillment and delivery – charged at actual rates
- Excess premise time charge – Varies by courier
- Fuel surcharges
- Remote location surcharge
- Other Courier imposed charges
- Maximum Liability Amount charges – refer to the Courier Agreement:

Additional Maintenance Fees:

Maintenance that is required or due to the events or causes listed in Section 2 of Schedule B will be charged to Customer at FTB's or its contractor's then applicable rates plus applicable taxes and an administrative fee payable to FTB. Maintenance fees are subject to actual charges incurred. Rates

generally are per visit plus a per time increment charge and administrative fee. Current rates are available upon request.

Device Removal, De-Installation, Moves and Other Changes:

For any removal, de-installation, moves, retrofitting or changes in Device configuration or location after initial installation, Customer will be responsible for all actual costs incurred plus applicable taxes and an administrative fee payable to FTB.

Customer agrees to reimburse FTB for its reasonable costs and expenses (including internal and external counsel) incurred in connection with a Change of Control or a transfer or closing of a Facility or Facilities approved by FTB including for documenting changes to these Service Terms or new Service Terms.

Cost of Funds:

The managed service fee ("**MSF**") [portion of the monthly fee] is based in part on the cost of funds ("**COF**") incurred by FTB in holding and processing Validated Currency. COF is based on the Federal Funds Rate ("**FFR**"). FTB reserves the right to revise the MSF to reflect the change in COF with the revised MSF to be in effect beginning with the month following notice of the change from FTB.

CPI Fee Increases

FTB may increase fees annually (once per year, generally in the first quarter) by an amount no more than the percentage increase in the Consumer Price Index for the preceding year (as reported publicly by the U.S. Department of Labor, Bureau of Labor Statistics).

Administrative Fee

The administrative fee will equal 10% of the underlying charge, exclusive of taxes.

New and additional services, including extra training, can be included for additionally negotiated fees.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT WITH INVOICE CLOUD
TO PROVIDE PAYMENT PROCESSING SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept an agreement with Invoice Cloud to provide payment processing services.
2. There is no budget effect since revenue is generated for Invoice Cloud through the convenience fee charged to the end user.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts an agreement with Invoice Cloud to provide payment processing services.
2. City Council authorizes the City Manager to sign 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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: February 25, 2025
Subject: Payment Processing Services
From: Traci Shaffer, Treasurer
Meeting Date: April 7, 2025

RECOMMENDATION:

It is recommended that the City Council approve the proposed contract with Invoice Cloud for payment processing services.

ALIGNMENT WITH STRATEGIC PLAN

STEWARDSHIP - The careful and responsible management of City funding and resources to support our community.

Goal 2 – Enhance the efficiency and effectiveness of city operations and services

Our citizens have come to expect efficiencies in Treasury services, including online and in-person payment processing options. The Treasurer's Department strives to provide service and payment options that meet the needs of our diverse population. The change in payment processors will align with upcoming software changes and provide the most flexibility in preparing for future software possibilities.

DISCUSSION:

The City of Wyoming Treasurer's Office has used PayNearMe as its electronic payment processor since 2022. The City chose PayNearMe for its low processing fees and diverse payment options, which included Credit, Debit, ACH, Apple Pay, Google Pay, and cash payments at local retailers.

Our decision to change processors is based on increased fees, anticipated software changes, and low adoption rates for alternative cash payment methods.

Invoice Cloud offers many of the same services and will allow integration with current and upcoming software systems. The software has robust customer engagement, electronic bill presentation, and payment options. Many local municipalities utilize Invoice Cloud, and their services have been recommended. The software will support an upcoming change in our Utility Customer portal and expand integration capabilities with an updated website and possible changes in ERP systems.

BUDGET IMPACT:

Invoice Cloud generates revenue through processing fees passed on to the consumer. The city will pay a paperless billing fee of 25 cents per invoice and returned item fees. Because the paperless billing option will result in a postage savings of 54 cents per customer, and we currently pay similar fees for returned items, the change will result in overall savings.

Attachments:

Contract

Invoice Parameters

Billers Agreement

Billers Agreement

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form. Notwithstanding any provision herein to the contrary, Biller may continue to utilize the following existing methods to receive payments: Biller's internal autopayment ACH system.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the

Biller Agreement

confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of five (5) years after the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not

Biller Agreement

responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller’s software and service providers and providing to Invoice Cloud the information required to integrate with Biller’s billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller and Biller’s employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Biller’s failure to resolve a payment dispute concerning debts owed to Biller or Biller’s negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Biller Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentation (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller’s specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party’s email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

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Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

InvoiceCloud

Statement of Work

City of Wyoming, MI

Introduction

This Statement of Work (SOW) scopes the high-level integration overview for the City of Wyoming, MI (Biller).

The InvoiceCloud (IC) suite of services (The Service) will give the Biller and its customers the ability to accept electronic payments for invoiced and non-invoiced items. The Service will allow the Biller to offer electronic payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, digital wallets, and electronic checks.

This SOW contains many products, services, and payment methods. Only the specific products, services and payment methods selected by Biller, as outlined in the Biller Order Form for each Invoice Type, are included in the delivery of products, services, and payment methods.

Definitions:

1. Biller – Merchant / City of Wyoming, MI
2. Payer – Client customer, resident, person paying a bill or invoice.
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document.
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function.
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes.
7. EMV - **EMV** is a payment method based on a technical standard for smart payment cards and for payment terminals and automated teller machines which can accept them. EMV stands for "Europay, Mastercard, and Visa", the three companies that created the standard.
8. P2PE - Point-to-Point Encryption

1. Security and Industry Compliance

InvoiceCloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. InvoiceCloud will abide by such guidelines for the security of all cardholder data that InvoiceCloud possesses.

- a. **PCI** - InvoiceCloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - InvoiceCloud supports the most current version of the industry's most common browsers. Web browsers which do not support Transport Layer Security (TLS)

versions 1.2 or 1.3 will be unable to connect to the InvoiceCloud platform. Unsupported browsers include Internet Explorer running on Windows XP, Server 2003, and Vista operating systems.

2. Data Integration

The integration(s) matrix for the Biller will include the functionality found in Appendix B.

3. EBPP Customer Portal

The Customer Portal is an electronic bill presentment and online payment portal (EBPP) where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. InvoiceCloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit/debit card, digital wallet, or e-check (EFT/ACH).
- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. Payers will have the option to enroll in Pay by Text:
 - Provides interactive SMS registration and enrollment confirmation
 - Sends notification when new bills are available for viewing and payment
 - Allows for payment utilizing a stored-payment method (default payment method) or payment via URL
- g. The system will accept partial, full, or overpayments as defined by the Biller.
- h. The Payer will register with the Service using the authentication method designated by Biller.
- i. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- j. The Payer will receive an email confirmation of payment after any payment process.
- k. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. Billers will have the option to enable an in-line Donations Invoice Type:
 - Payers can make a one-time monetary donation to a particular fund, in addition to their primary bill payment, which appears as a line item on the transaction receipt.

- Biller may choose from several configuration options including but not limited to, round up, fixed amount, other donation amount, start and end date.
 - IC supports up to 10 unique donation invoice types with logo and informational text box. Changes are made by request through the HelpDesk.
 - Transaction reporting is made available in the Biller Portal.
 - Biller may choose to deposit donation funds into a separate bank account.
- d. Biller website online form URLs: Virtual site configuration allows for Biller specific URLs, text and images on the landing page Welcome Message area and Right-Side Menu (right menu not rendered in the mobile view).

4. **Biller Portal**

The Biller Portal is our comprehensive administrative portal where Biller staff will have access to reporting, reconciliation, view SaaS product release notes and send feedback, customer profile management tools, search real time payments, manage customer email templates, contact support, sign up for training, and other general reporting functions.

- Customer Profile – Management Tools (subject to applicable user permissions)
 - Ability to assist a customer with payments using a new or saved payment method
 - View 24-months billing and payment history, with PDF/HTML bill view
 - Ability to enroll or modify customer enrollment in AutoPay, Paperless, Pay by Text, or Recurring Scheduled Payments
 - Login as Account Owner
 - Re-send first email notifications, send on demand Pay by Text SMS
 - Compatible with POSPay to facilitate EMV transactions
 - View summary Email History with send date and click through history
 - View Customer History, including CSR activity on account
 - Facilitate Password Reset
- User Permissions – The Biller Portal includes a table of permissions for each individual User, determined by the Biller’s System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- Maintenance Window – InvoiceCloud provides the option to create maintenance windows, which are time spans in which users are not allowed to process transactions. If a payment attempt is made during an active maintenance window, the user will be redirected to a page with a message that the system is undergoing maintenance. Biller Portal users with sufficient permissions can manage maintenance window timing and messages as needed. This includes an option to apply a maintenance window to all customer-facing pages, when you need to go further than blocking new payment attempts and restrict all customer access to InvoiceCloud (bill search, login, browsing) during the time span provided. Two types of maintenance windows can be enabled:
 - Daily Maintenance Window – a recurring maintenance window that runs daily during a provided time span (from HH:MM to HH:MM).
 - Scheduled Maintenance Window – a continuous maintenance window that runs during a provided date range with start and end times (from DD/MM/YYYY at HH:MM to DD/MM/YYYY at HH:MM).

5. **Reporting**

The reports listed below are standard in the Biller Portal. They do not require any customization and are available on demand. All reports can be scheduled by the user to be delivered by email with a CSV file download. Available reporting may vary, depending on your billing system integration method (batch vs real-time) or portal delivery method (InvoiceCloud direct vs Single Sign-On).

- Please note that by selecting “All Rows” in a report, the user can schedule it for email delivery.
- User can customize the report name and frequency.
- Multiple email addresses can be added to receive reports.
- All reports can be exported to Excel.

General Reports:

- Search Customers
- Search Files:
 - Adjustment Files
 - Invoice Files
 - Payment Files
- Search Payments
- AutoPay
- Customers:
 - Customer Conveyance
 - Data Pump History
 - Expiring Cards
 - Pay by Text Registrations
- Donations:
 - Donors Report
 - Donation Summary
- Email:
 - Email Change
 - Email Do Not Send List
 - Email Notification Summary
 - Email Statistics
 - Email Tracking
- Invoices: Total Outstanding Invoices
- Paperless:
 - Paperless Billing
 - Paperless Bounce
 - Paperless Registration History
 - Paperless
- Payments:
 - Daily Payments Received
 - Monthly Summary
 - Recurring Scheduled Payments
 - Registration
 - View Scheduled Payments

Custom Scheduled Reports:

- Active Customers
- Email Click Through from Current Month
- Email Click through from Last Month
- Inactive Customers
- Outstanding Invoices
- Paperless Customers with Address
- Paperless Customers Email Address
- Payment Details from last Month
- Payment Details from Yesterday

Reconciliation Reports:

- Batch:
 - Open Batch
 - Settled Batch History

- Chargebacks
- Deposit Reconciliation
- Payment Reconciliation
- EFT/ACH Rejects
- EFT/ACH Support: EFT/ACH Reject Codes

Product Reports:

- Cloud Store:
 - Biller Summary
 - Consumer Summary
 - Detail Export
 - Payment Summary
 - Transaction Detail
- Online Bank Direct
 - Deposits
 - Pending Payments
 - Processed Payments
 - Reconciliation
 - Returned Payments
 - Reversals
 - Unmatched Payments
- Request System
 - Search Requests
 - Open Requests
 - Configuration
- Outbound Campaigns

Reports by Subscription (Email Recipients):

These reports are designed for Biller's individual users or distribution groups, who want to receive updates, whenever the event is triggered.

- ACH Reject
- AutoPay
- Batch Close
- Chase Retrieval Requests
- Cloud Payments Receipts
- Cloud Store Receipts
- Cloud Burst Newsletter
- Daily Management Report
- Data Pump Error Summary
- File Processing
- Month End Billing Invoice
- Online Bank Direct
- Paperless Customer Email Bounce Daily Report
- Request System Notifications
- Service Updates
- Stratus Notifications

6. **Payer Email Notifications**

The Service provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

7. **Implementation Process**

InvoiceCloud assigns an Implementations Manager (IM) for each project. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, InvoiceCloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

8. **Support**

InvoiceCloud's Client Services team is available to assist you Monday – Friday from 7:00 am – 8:00 pm Eastern Time, excluding holidays. You may submit a ticket (at any time) via Support Central in your Biller Portal, or, during these hours, speak to a Product Specialist who will answer questions, troubleshoot problems, and assist as needed to enable you to get the most from your partnership with InvoiceCloud and your use of the Service. You will also be provided with a special telephone number that you can use should you encounter an emergency after hours. We use the following severity levels to guide our team:

- “Critical Severity” support issues are responded to within 1 hour and must be reported via phone so we can most quickly troubleshoot with you. Examples of these issues include unavailability of the InvoiceCloud portal, platform, integrations, or APIs, or a problem that is severely adversely impacting your ability to use the platform.
- “High Severity” support issues are responded to within 2 hours and should be reported via telephone or by emailing helpdesk@invoicecloud.com. Examples of these issues include degraded performance of the InvoiceCloud platform or APIs, although the portal and processing are still available.
- Other support issues are responded to by the next business day and should be reported via telephone or by emailing helpdesk@invoicecloud.com. Examples include general questions, feature requests, data pulls, multi-factor authentication resets, integration troubleshooting, etc.

9. **Success Manager**

A Customer Success Manager (CSM) will be assigned to the client during the implementation. The CSM is there to help ensure the Biller receives the maximum value from the platform and has an internal advocate, adoption resource, and point of escalation if/when needed.

10. **Biller Training**

Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.

- All standard training will be done remotely. InvoiceCloud's training personnel will at minimum provide sessions for Payer Portal, Biller Portal, and Reconciliation.

- Separate training is conducted for Biller’s technical staff regarding the uploading of bill files and any other applicable processes.
- Live Training Enrollment is available in the Biller Portal.
- A library of pre-recorded training videos is also available in the Biller Portal.

11. Marketing

InvoiceCloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. InvoiceCloud’s marketing group will schedule a 1-hour conference call to review InvoiceCloud’s recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that InvoiceCloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

12. IVR

CloudIVRConnect allows Billers to accept payments via our interactive voice response system, offering payers 24-hour access to account balance and payment options.

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Additional languages may be scoped upon request
- Provides for a customizable initial greeting (includes Biller name) – all remaining prompts are standard
- Ability to pay with credit card, debit card, or e-check (ACH)
- Replays information with InvoiceCloud generated confirmation #
- On Demand SMS URL, Cell Phone Number Authentication, Saved Payment Method, and Email confirmation available configuration options.

13. AgentConnect

The IC AgentConnect allows Biller Users (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card, debit card, or e-check (ACH)
- Ability to enroll customer in AutoPay
- Ability to enroll customer in Paperless
- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

14. Cloud Store™

The IC Cloud Store allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.

- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Linked to Biller branded payment portal.
- Can be configured to accept POSPay transactions in the Biller Portal.

15. POSPay

The IC POSPay solution allows Billers to accept point-of-sale (POS) payments from customers using chip cards (EMV), contactless devices (Apple Pay, Google Pay), and RFID-enabled cards (tap-to-pay). POSPay terminals utilize point-to-point encryption (P2PE) for secure acceptance, tokenization, and transmission of card data to complete transactions. InvoiceCloud offers both wired terminals (Ethernet) for use at the counter and wireless handhelds (WiFi). POSPay can be integrated in Biller Portal for EBPP and Cloud Store invoice types, or third-party applications using CloudPay v2.

16. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import e-check (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding e-checks

12. Outbound Campaigns

Outbound Campaigns is a multi-modal broadcast platform that allows Biller delivery of automated Voice, SMS, and Email notices. Campaigns can be targeted to notify specific customers using preferred contact methods and configurable messages. Campaigns can be queued for instant delivery or scheduled to be sent out in the future. Whether you're sending out notifications for customer support, emergency alerts or appointment reminders, Outbound Campaigns allows you to contact and keep in touch with customers throughout their entire journey.

Appendix A: System Modifications

As outlined below, InvoiceCloud has agreed to make the following changes to the setup and functionality of our platform:

To be completed by August 31, 2025, remove the option for a payer to enroll in AutoPay via ACH/eCheck

Appendix B

CIS Integration Supported Features

Modules & Features	BS&A	
PRODUCTS		
Invoice Types	#42 – Utilities; #7 – Tax – Summer; #8 – Tax – Winter	
EBPP	Supported	
IVR	Supported	
Pay by Text	Supported	
Apple Pay	Supported	
Google Pay	Supported	
PayPal	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	SFTP	Each Billing Cycle
Account Balances	Web Services	Real-Time (RTDR)
Payment Records	Web Services	Near-Time (Data Pump)
AutoPay Flags	Web Services	Near-Time (Data Pump)
Paperless Flags	Web Services	Near-Time (Data Pump)
Block Payment Method (Credit/ACH)	Biller Portal	As Needed
INVOICE FILES		
IC Translates File	Supported	
Historical Data (24 months)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial)	Supported	
Link to PDFs	Preferred	
BATCH CLOSE		
Standard or Custom	Custom	

Appendix C

CIS Biller Deliverables

Deliverable
Whitelist IP addresses and ports required for communication with InvoiceCloud
Sample Invoice File
Sample Adjustment File
Sample Payment File
Sample Images of Bills
AutoPay Conversion data if applicable
Paperless conversion data if applicable

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	General Receipts	Pricing Model	Submitter	
Billers Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
50	50	50	50	50	50	50	50	50	50	50	50

Avg CC Transaction \$	150.00	Max Invoice \$	10,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	50
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PRODUCTS AND SERVICES

Products and Services	[Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal			
All Payment Sources	ACH/EFT			

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.70 %	Percent (%)	\$0.01
All Payment Sources	ACH/EFT			
IVR Surcharge	All Payment Methods			

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	25,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Miscellaneous Fees	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
20	20	20	20	20	20	20	20	20	20	20	20

Avg CC Transaction \$	100.00	Max Invoice \$	5,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	20
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
-----------------------	-------------------------------

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal			
All Payment Sources	ACH/EFT			

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.70 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.80	Fixed (\$)	
IVR Surcharge	All Payment Methods			

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	25,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Miscellaneous Receivables	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
20	20	20	20	20	20	20	20	20	20	20	20

Avg CC Transaction \$	50.00	Max Invoice \$	5,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	20
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal			
All Payment Sources	ACH/EFT			

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.70 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.80	Fixed (\$)	
IVR Surcharge	All Payment Methods			

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	25,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Special Assessments	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	0	0	0	30	0	0

Avg CC Transaction \$	300.00	Max Invoice \$	10,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	3
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [Point of Sale]
-----------------------	------------------------

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal			
All Payment Sources	ACH/EFT			

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.70 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.80	Fixed (\$)	
IVR Surcharge	All Payment Methods			

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	25,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Tax - Summer	Pricing Model	Submitter	
Billers Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	26000	0	0	0	0	0

Avg CC Transaction \$	7,457.00	Max Invoice \$	25,000.00	Bill Frequency	Annually	Avg. Bills Per Month	2167
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [OBD] [Point of Sale]
-----------------------	------------------------------------

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal			
All Payment Sources	ACH/EFT			
Online Bank Direct	All Payment Methods		\$0.20	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.70 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.80	Fixed (\$)	
IVR Surcharge	All Payment Methods	\$0.00	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	25,000	ACH Max (\$)	125,000
--------------------------	--------	--------------	---------

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

There will not be an option for AutoPay with ACH. However, an ACH can be used at the one-time/guest checkout route and for recurring scheduled payments.

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Tax - Winter	Pricing Model	Submitter	
Billers Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	0	0	0	0	0	26000

Avg CC Transaction \$	1,500.00	Max Invoice \$	25,000.00	Bill Frequency	Annually	Avg. Bills Per Month	2167
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [OBD] [Point of Sale]
-----------------------	------------------------------------

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal			
All Payment Sources	ACH/EFT			
Online Bank Direct	All Payment Methods		\$0.20	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.70 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.80	Fixed (\$)	
IVR Surcharge	All Payment Methods	\$0.00	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	25,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

There will not be an option for AutoPay with ACH. However, an ACH can be used at the one-time/guest checkout route and for recurring scheduled payments.

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility Bill - Water/Sewer	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7580	7580	7580	7580	7580	7580	7580	7580	7580	7580	7580	7580

Avg CC Transaction \$	226.00	Max Invoice \$	5,000.00	Bill Frequency	Quarterly	Avg. Bills Per Month	7580
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PRODUCTS AND SERVICES

Products and Services	[EBPP/SSO] [IVR] [OBD] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal			
All Payment Sources	ACH/EFT			
Online Bank Direct	All Payment Methods		\$0.20	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.70 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.80	Fixed (\$)	
IVR Surcharge	All Payment Methods	\$0.00	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	25,000	ACH Max (\$)	125,000
--------------------------	--------	--------------	---------

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

There will not be an option for AutoPay with ACH. However, an ACH can be used at the one-time/guest checkout route and for recurring scheduled payments.

SALES INFORMATION			
IC Sales Rep	Rich Plese	Vertical	Local Gov (Util, Tax, Misc)
Order Date	2/26/2025	Billing Software	BS&A Software

BILLER INFORMATION			
Ownership Type	Government	Phone	616-530-7226 Fax
Legal Name	City of Wyoming	Website URL	https://www.wyomingmi.gov/
Address 1	1155 28th Street SW	Bus. Open Date	1/1/1959
Address 2		Federal Tax ID	
City	Wyoming	<i>*Federal Tax ID and Legal Name must match on all documents</i>	
State	MI	ZIP	49509

BILLER CONTACT	
Primary Contact Name	Traci Shaffer
Phone	616-261-3582
Email Address	traci.shaffer@wyomingmi.gov

SIGNING AUTHORITY			
Name	John Shay	Title	City Manager
Phone	616-530-7226	Fax	
		Email Address	john.shay@wyomingmi.gov

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)	
Note: Must include voided business check or bank letter for each unique account	
Billing Method	Direct Debit
Routing #	
	Last 4 Acct #

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*			
Description	Interval	Cost Type	Cost
Billor Portal Access Fee	Monthly	Fixed (\$)	\$0.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$10.00
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.25
Online Bank Direct - OBD Access Fee	Monthly	Fixed (\$)	\$0.00

HARDWARE					
Card Reader Type	Swipe Only	Quantity	4	Cost per Reader	\$0.00

Card Reader	Magtek Reader (BS&A Only)			Billing Interval	Monthly	
Shipping Address (if different than location address)						

DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION DETAILS			
Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$	
Implementation Target Date	Rebate %		
	%		

NOTES/SPECIAL HANDLING

[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

John Shay

Printed Name

City Manager

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

CEO

Title

Approved as to form:

Heather Chapman, Deputy City Attorney


This statement of work contains many products, services, and payment methods. Only the specific products, services and payment methods selected by the Biller, as outlined in the Biller Order Form, are included in the delivery of products, services, and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Wyoming, MI

Printed Name	John Shay
Title	City Manager
Date	
Signature	

InvoiceCloud, Inc.

Printed Name	Kevin O'Brien
Title	CEO
Date	3/4/2025
Signature	

Approved as to form:



Heather Chapman, Deputy City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT THE FIRST AMENDMENT
TO SOFTWARE AS A SERVICE AGREEMENT WITH SENSUS

WHEREAS:

1. On September 16, 2019, City Council adopted Resolution number 26490 accepting a software as a service agreement from Sensus for the utility customer portal.
2. As detailed in the attached staff report, Sensus has provided the City with an amendment to the agreement.
3. It is recommended City Council accept the amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts an amendment from Sensus.
2. City Council authorizes the City Manager to sign the amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Amendment

Resolution No. _____

STAFF REPORT

Date: April 7, 2025
Subject: Automated Metering Infrastructure Customer Portal
From: Traci Shaffer, Treasurer
Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended that the City Council approve the proposed contract amendment with Sensus for a Utility Customer Portal.

ALIGNMENT WITH STRATEGIC PLAN

STEWARDSHIP - The careful and responsible management of City funding and resources to support our community.

Goal 2 – Enhance the efficiency and effectiveness of city operations and services

Goal 3 – Improve City infrastructure and service reliability

Objective 4 - Create customer service expectations and experience

The City is currently undergoing automated metering infrastructure installation. The company providing the communication software for the system has been providing the customer portal interface that allows the customer to monitor their water usage. Their customer portal is being dissolved and they have partnered with Vertex One to provided these services.

DISCUSSION:

Over the next three years, the City will initiate a mass installation of automated metering equipment. This new equipment will allow customers to monitor their water usage more effectively. The software currently used for this process will be discontinued as of September 1, 2025. A new software solution is being offered as an amendment to our contract with Sensus, the provider of the infrastructure software.

The new software features several user enhancements. Customers will be able to view and pay their bills directly through the portal. It will include a single sign-on option with Invoice Cloud, our proposed payment processor. Additionally, the software will offer enhanced communication tools, including customized targeted messaging, bill forecasting, leak detection tools, and interactive conservation resources.

BUDGET IMPACT:

We have budgeted for the customer portal software based on the number of enrolled users with Sensus. The new software will not charge based on user count; instead, the portal services will be available to all utility customers, even if they do not have the automated metering infrastructure installed.

For the fiscal year 2024/25, we budgeted \$6,000 from account 591-537-56500-806.000.

We have since revised the budget for this software to account 591-537-55600-806.000:

- Year 1: \$50,000 (includes implementation, integration, and training fees)
- Year 2: \$43,200.00
- Year 3: \$44,521.20
- Year 4: \$45,929.15
- Year 5: \$47,355.38

Attachments:

Contract

Invoice Parameters

Billers Agreement

**FIRST AMENDMENT TO THE
SOFTWARE AS A SERVICE AGREEMENT
("First Amendment")**

This First Amendment is made on _____ ("First Amendment Effective Date"), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 639 Davis Drive, Morrisville, North Carolina 27560 ("Sensus"), and City of Wyoming ("Customer").

WHEREAS, Sensus and Customer entered into a Software as a Service Agreement on September 16, 2019 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement according to the terms and conditions of this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. **Defined Terms.** Any terms used in this First Amendment as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Agreement.

2. **Sensus Analytics.** By way of this First Amendment, Customer hereby elects to replace Sensus Analytics Customer Portal with VertexOne Customer Portal Software. Accordingly, Section 3(C) in Exhibit A is replaced in its entirety as follows:
 - C. **VertexOne Customer Portal Software.**
Sensus shall: (1) cause WaterSmart Software, Inc. ("WaterSmart") to license the proprietary VertexOne software directly to Customer, and (2) cause WaterSmart to grant Customer continuing access to the VertexOne SaaS offering, but only for so long as Customer is current in its undisputed payments for such services.

3. **Entire Agreement.** The Agreement, as amended by this First Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this First Amendment are inconsistent with the Agreement, the terms of this First Amendment shall control. Except as expressly amended or modified in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and this First Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.

CITY OF WYOMING, MI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:



Heather Chapman, Deputy City Attorney

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Annual SaaS Fee
Vxsmart Implementation	ES2001	Active Accounts	1	\$ 0.00	\$ 0.00	\$ 0.00
Sensus Integration	PS SA CUSTOM		1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00

Year 1

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Annual SaaS Fee
VertexOne Digital Base	EV1000	Active Accounts	1	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
Vxsmart	EV2001	Managed Meters	22,000	\$ 1.00	\$ 22,000.00	\$ 22,000.00
Sensus Annual CMEP	PS CMEP S&M		1	INCLUDED		INCLUDED

Year 2

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Annual SaaS Fee
VertexOne Digital Base	EV1000	Active Accounts	1	\$ 18,540.00	\$ 18,540.00	\$ 18,540.00
Vxsmart	EV2001	Managed Meters	22,000	1.030	\$ 22,660.00	\$ 22,660.00
Sensus Annual CMEP	PS CMEP S&M		1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00

Year 3

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Annual SaaS Fee
VertexOne Digital Base	EV1000	Active Accounts	1	\$ 19,096.20	\$ 19,096.20	\$ 19,096.20
Vxsmart	EV2001	Managed Meters	22,000	\$ 1.06000	23,320.00	23,320.00
Sensus Annual CMEP	PS CMEP S&M		1	\$ 2,105.00	\$ 2,105.00	\$ 2,105.00

Year 4

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Annual SaaS Fee
VertexOne Digital Base	EV1000	Active Accounts	1	\$ 19,669.0860	\$ 19,669.09	\$ 19,669.09
Vxsmart	EV2001	Managed Meters	22,000	\$ 1.09273	\$ 24,040.06	\$ 24,040.06
Sensus Annual CMEP	PS CMEP S&M		1	\$ 2,220.00	\$ 2,220.00	\$ 2,220.00

Year 5

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Annual SaaS Fee
VertexOne Digital Base	EV1000	Active Accounts	1	20,259.15858	\$ 20,259.16	\$ 20,259.16
Vxsmart	EV2001	Managed Meters	22,000	1.12551	\$ 24,761.22	\$ 24,761.22
Sensus Annual CMEP	PS CMEP S&M		1	\$ 2,335.00	\$ 2,335.00	\$ 2,335.00

Transactional Fees

Price Component	Price	Note
System Generated Notifications	\$0.00	Unlimited notifications are included at no-cost to client
On Demand Notifications Composition and Initian Fee	\$0.005	Per On Demand communication (Email, SMS, Print and/or Call) generated by VertexOne
Electronic Document Archival Notifications and Document Images (up to 24 months)	\$0.005	One-time charge, per item archive within VertexOne. This applies to all documents that incur composition fees (detailed above) or documents uploaded by Client staff and/or Client end-customers
VertexOne SMS Gateway Transactional Fee	Cost + 10%	Per SMS sent
VertexOne Print & Consumable Transactional Fee	Cost + 10%	All services bill to VertexOne by VertexOne print vendors exclusively for printed Welcome Letters, Home Water Reports and/or Leak Alerts

Rate Card

Rate Card	Price	Note
VertexOne Blended Rate	\$ 225.00	Per hour for professional services

Terms and Conditions

Introduction

This legally binding Order Form for Wyoming MI, City of ("Client") is governed by the Agreement made between Vertex Data Utility Services, LLC ("VertexOne") and Etna Supply Co ("Sensus Reseller") dated _____, 2025, which are hereby incorporated into this Agreement by reference. Signatures below constitute acceptance of the terms of this Agreement. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control.

Change Management Policy

Where either Party sees the need for a change, Client may request or VertexOne may recommend such Change in accordance with the Change Management Process Outline in Exhibit A. Either Party may also seek additional information or suggest reasonable modifications to a proposed change. Additional work falling under the Change Management Policy will be billed at the VertexOne Blended Rate, excluding travel expenses. The VertexOne Blended Rate is subject to Annual Escalation increases per the Agreement terms.

Transactional Fees

Transactional Fees include, Composition Fee, Document Archival, SMS Pass Through and Print Pass Through. The Annual Pricing detailed in this Quote are based on average usage, actual pricing will be based on Client usage on a monthly basis. Transactional Fees are calculated by the volume of Services consumed. Unless explicitly stated otherwise. Transactional Fees are not cancelable, and Fees paid are not refundable.

Payment Terms

The pricing quote may include payment terms, which are non-binding and subject to change at any time without notice. The Client is responsible for paying all fees and charges associated with the products or services provided by Etna Supply Co.

Liability

The Sensus Reseller is not responsible for any loss, including but not limited to, indirect or consequential loss or damage, arising out of or in connection with the use of the pricing quote.

Confidentially

All information contained in the pricing quote is confidential and may not be disclosed to any third party without prior written consent.

Signatures

City of Wyoming

Etna Supply Co

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:



Heather Chapman, Deputy City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE PURCHASE AND INSTALLATION OF
DSX DOOR AND ELEVATOR CARD READERS FOR THE 62A DISTRICT COURT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from EPS for the purchase and installation of additional door and elevator card readers for the 62A District Court in the total estimated amount of \$9,116.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from EPS for the purchase and installation of DSX door and elevator card readers.
2. 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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: April 8, 2025
Subject: Additional Target-Hardening Measures – DSX Door & Elevator Readers
From: Courtny Cardosa, Deputy Court Administrator
CC: Chris Kittmann, Court Administrator
Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase and installation of additional door and elevator card readers from EPS Security to enhance court building security in the amount of \$9,116. This is in accordance with recommendations by the State Court Administrative Office and certified security experts. A 50% matching grant is being sought, which will result in a \$4,558 reimbursement.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR—SAFETY
 - Goal 1 – Implement and adopt more proactive public safety initiatives
- PILLAR—STEWARDSHIP
 - Goal 2 – Enhance the efficiency and effectiveness of City operations and services
 - Goal 3 – Improve City infrastructure and service reliability

DISCUSSION:

This request represents the next phase in the court’s ongoing security enhancement initiative. Over the past several years, the court has followed expert recommendations to bring its facilities in line with evolving best practices. These efforts have included installing updated security cameras, improved emergency signage, an exterior emergency lockdown mechanism and initial door access control systems.

The proposed additional card readers will expand secured access coverage throughout the building, specifically to sensitive areas such as elevators and limited-entry rooms. This supports both everyday operational safety and emergency preparedness. The improvements are designed to:

- Minimize vulnerabilities to potential attacks or disasters
- Support a secure and functional justice environment
- Reinforce staff and public confidence in courthouse security.

BUDGET IMPACT:

The initial request is for the \$9,116 to complete the project, with the full expectation that the court will receive a 50% matching grant from MMRMA. The court has had strong success with similar grants in the past (receiving \$50,000 almost two years ago) and has confirmed with MMRMA that a fund balance of \$10,000 remains for court-security specific projects.

A formal bid process was not conducted for this project, as the court is continuing with the same vendor previously selected for the installation and support of our current DSX security system. Maintaining the same vendor ensures:

- Seamless integration and compatibility with existing infrastructure
- Elimination of additional reprogramming or conversion costs that would arise from switching vendors
- Operational consistency and familiarity with the current layout and specifications

This approach supports responsible fiscal stewardship while maintaining continuity in system management and security standards.

There are available funds in account number 101.286.28600.930.000.

Attachments:

EPS Proposal

MMRMA Grant Application



City of Wyoming 62A District

2650 Dehoop SW

Wyoming MI 49509

RE: Access Control



EPS is pleased to be offering you a system upgrade. We offer a complete end-to-end solution for any application. At your request, here is the breakdown of change in protection as discussed:

Additional Equipment to be Installed

- 1 DSX 2-Door Expansion Module
- 2 Door Locking Hardware Package
- 200 Wire Structured Cable Windy City
- 200 Wire 18/4 Stranded
- 1 Relay Sensitive
- 1 Conduit 10' Unit
- 1 Misc Hardware/Consumables
- 4 HID 40KNKS-00-000000 Signo 40K Wall Mount Keypad Reader ADI
- 500 Wire Structured Cable Windy City

Communication Path

Please be aware that all digital alarm systems lose their capability of transmitting signals whenever there is a telephone line failure.

Digital cellular communication - This unit is a cellular (GSM) connection that provides transmission of the system signals through cellular transmission to our EPS Monitoring Center. This unit provides LTE communication.

Connected Services allows you to utilize the Internet, PDA's, cell phones and other web-enabled devices to control your security system, receive information remotely and much more.

System Investment

One Time Installation Charge \$9,116.00 Plus Tax

Tax Exempt (If selected, Plus Tax above is void)

Additional Monthly Services \$0.00

- Cellular Monitoring
- Service Agreement
- Cellular Protection Plan
- Opening & Closing Supervision
- Activity Reports
- Alarm Response
- Connected Services
- Inspection Type:

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment and detection devices, programming, final system testing and user training. You must provide 110 volt, unswitched duplex outlets for power. The detection devices listed herein are based on our best estimate of protection required. Additional protection to meet insurance requirements may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

EPS Recommends that all systems with fire protection be tested a minimum of once per year. Please speak with your Security Consultant for additional information.

Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

EPS recommends to replace smoke detectors if they are over 10 years old.

Additional Notes and Exclusions

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

03/04/2025

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR PROFESSIONAL SERVICES
FOR THE RENOVATION OF VETERAN'S MEMORIAL GARDEN

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Fishbeck to provide professional services for the renovation of Veteran's Memorial Garden in the total estimated amount of \$49,800.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal for Fishbeck to provide professional services for the renovation of Veteran's Memorial Garden.
2. City Council authorizes the City Manager to sign 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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: April 2, 2025
Subject: Professional Services for Veteran’s Memorial Garden Renovation
From: Lynn Clarke, Assistant Director of Parks and Recreation
CC: Krashawn Martin, Director of Parks and Recreation
Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended City Council adopt the attached resolution approving and directing the City Manager to sign the scope of services contract with Fishbeck to provide finalization, construction drawings, bidding specification, and project management of the for the redevelopment of Veteran’s Memorial Garden.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
 - Goal 1 - Strengthen community relations and Wyoming’s sense of Identity
 - Goal 3 – Enhance community engagement and recreational opportunities for our residents

DISCUSSION:

As you recall, a \$500,000 grant was recently awarded to the City by the Michigan Department of Labor and Economic Opportunity (LEO) for wall improvements and the complete redevelopment of Veteran’s Memorial Garden (Veteran’s Park). The conceptual redevelopment plan of the park was directly shaped by an ad-hoc committee consisting of City staff, Councilmembers (DeKryger and Postler), military veterans and Park Commissioners. This process was facilitated by Fishbeck and Associates through a series of in-person workshops where Committee members provided their ideas and

opinions about the desired features and amenities for the redesigned park. Out of this process, Fishbeck provided a final conceptual plan and cost estimate for the work.

The next step is to create of a full set of construction documents, solicit bids from construction contractors and manage the construction process. Fishbeck provided the attached quote for these services. Given their integrate involvement and knowledge with the Veterans Park redevelopment project, it is staff's recommendation that Fishbeck and Associates be awarded the contract in the amount of \$49,800 as the most cost-effective option (i.e. to engage a different A/E firm at this stage would likely be more expensive and take more time).

BUDGET IMPACT:

The cost of the services is \$49,800, which will be covered entirely by the LEO grant. There are no budgetary impacts to the City. GL number: 805-000-57300-975.014

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(OVER \$8,500)
(NO RFP)

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 St SW, Wyoming, MI 49509.

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: April 3, 2025

Professional means: Fishbeck

A Michigan Architecture and Engineering Firm corporation
[Name of contracting entity]
1515 Arboretum Drive SE
[State and type of entity, e.g., corporation, limited liability company, etc.]
Grand Rapids, MI 49546
[Professional's street address]

[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.

Proposal means Professional's proposal attached as Exhibit B.

Services or Work means the services described and specified in the Proposal.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

TERMS AND CONDITIONS

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

1. Contractor 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 listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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

By: _____
John Shay, City Manager


Date signed: _____, 20__

Approved as to form:



Heather Chapman, Deputy City Attorney

Professional

By: 

[Signature officer, director or principal of Professional]
Chris Kretovic, Vice President/Senior Architect
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: April 3, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Professional attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. **Grant Compliance.** If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

3. **Qualifications.** Professional represents and promises that:

A. Professional and Professional's personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Services.

B. Professional, any subcontractor, and all their principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

D. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. If Professional engages 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 any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Professional will use language assistance services in communications.

C. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

5. **Ethical Standards.** To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Professional or of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Professional will immediately notify City of any subsequently discovered violation of the standards in this section.

6. **Media Releases.** Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. **Payment to Professional.**

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the Proposal.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

8. **Intellectual Property.** Professional guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe 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 alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action.

9. **Taxes.** City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately list amounts added for taxes.

10. **Records.** City is a public entity that receives funds from other governmental agencies. Thus, (i) City must retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

11. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. This contract is binding on Professional's successors and permitted assigns. No other persons are intended to benefit from this contract.

12. Independent Contractor. Professional and Professional's personnel are wholly independent of City. None of them are or will be represented as City officers or employees. Professional is solely responsible for Professional's personnel's acts, omissions, and statements and for compensation and benefits due Professional's personnel. Except for payment of the contract price, City has no responsibility to supervise, compensate, or insure Professional or Professional's personnel.

13. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all 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.

14. Professional Liability and Risk Allocation.

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

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or

property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

16. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

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

EXHIBIT B
PROPOSAL

April 3, 2025

Lynn Clarke
Assistant Director of Parks and Recreation
City of Wyoming
1155 28th Street, Southwest
Wyoming, MI 49509

**Proposal for Professional Services
Veteran's Memorial Garden Renovation
Wyoming, Michigan**

Based on the Conceptual Master Plan – Plaza and Garden Path Concept presented on March 10, 2025, Fishbeck is pleased to submit this proposal for design, documentation, bidding, and construction administration services for the renovation of Veteran's Memorial Garden (Park), located at 1218 Belfield Street, Southwest in Wyoming, Michigan.

Fishbeck was honored to work with the City of Wyoming (City) and key stakeholders to create a Park Master Plan illustrating proposed improvements. Based on that plan, we will provide the following services to bring the project to fruition.

Scope of Services

Design and Documentation

Fishbeck will work with City staff to finalize selection and design of site elements listed below. Fishbeck will coordinate its work with the multi-use trail planning.

- Garden Path materials and layout.
- Entrance Arches selection and pier materials, details.
- Memorial Walls with Veteran names, organization, directory (names and organizational concept furnished by City of Wyoming).
- Memorial Statues.
- Educational Plaques (content to be provided by City of Wyoming staff).
- Monument Signs.
- Memorial Plaza:
 - Raised platform.
 - Stone garden retaining walls.
 - Steps set into the hill.
 - Main statue.
 - Flag area.
 - Elements honoring military branches.
- Active Military, POW/MIA Memorials.
- Rain Garden.

- Plantings/Landscaping.
- Landscape arches and masonry bases.
- Benches/tables.
- Waste receptacles.
- Drinking fountains/bottle fillers/pet fountains, if desired.
- Site lighting.

Construction Documents will include the following:

- Existing conditions plan.
- Site layout and dimensional plan for walkways, trail, and plazas.
- Site amenities coordination for statues, plaques, benches and tables and signs.
- Detailed design of feature areas including entrance arch, memorial wall, and memorial plazas.
- Landscape plan.
- Grading and drainage/stormwater management plan.
- Soil erosion and sedimentation control plan.
- Site utility plan
- Site electrical and lighting plan.
- Structural design of footings and foundations for site amenities and retaining walls.
- Architectural and structural design of entry arch bases.
- Construction details and specifications.
- Coordination meetings with City of Wyoming staff. We anticipate attendance at up to four coordination meetings during the final design process.
- Design review sessions – we will provide 50%, 90%, and final owner review drawing packages.

Bidding and Construction

Fishbeck will work with the City's Purchasing Department during the bidding phase:

- Construction Final Bid Package preparation – Fishbeck will provide the technical drawings and specifications and will combine with the City's bid package for formal bid invitation and contract requirements.
- Assistance during bidding phase, including attending pre-bid meetings, RFI response, and addendums as necessary to clarify construction document intent during the bidding phase.

During Construction, Fishbeck will include Construction Observation services as follows:

- Review of submittals.
- RFI (Requests for Information/Interpretation) responses.
- Addenda and bulletin issuance during construction phase to clarify construction document intent.
- Attend up to twelve construction progress meetings, providing site observation and visitation reports at each meeting.
- Review Contractor's payment applications, if required.
- Attend one site punch list with Owner and Contractor and prepare a punch list report following substantial completion and prior to final project closeout.

Assumptions and Exclusions

- A current topographic survey file in AutoCAD (DWG) format will be provided to Fishbeck by the Owner. In the event a topographic survey is not available, Fishbeck can provide one as an additional service.
- Geotechnical investigation including reports and recommendations are not included but can be provided as an additional service.
- Owner-driven design changes during bidding and construction phases are not included.
- Security Systems, Telecommunications Systems, and Audio/Visual Systems Design are not included.
- Owner will provide as-built documentation from the project site and surrounding areas to supplement the site survey.

Project Schedule

We understand the City of Wyoming wishes to have the project substantially complete by Memorial Day 2026. Please see the attached schedule indicating the proposed schedule, assuming Fishbeck's start date in mid-July, due to current staffing and workload. This schedule anticipates the contractor doing much of the earthwork in the late fall and early winter, then completing finish grading and planting once weather allows. Fishbeck will make every effort to push the schedule forward if staffing aligns, but even if we start a month or two earlier, the finish work will need to happen after the weather breaks.

Professional Services Fees

Fishbeck agrees to perform the work described above for a lump sum fee, as outlined below, plus reimbursable expenses:

Design and Documentation	\$	35,300
Bidding and Construction	\$	14,500
Total Lump Sum Fee	\$	49,800
Estimated Reimbursable Expenses	\$	1,500

Authorization

Services will be provided in accordance with the City of Wyoming's Professional Services Contract. Please forward that contract to me at your earliest convenience for signature. If you have any questions or require additional information, please contact me at 616.464.3778 or mhoffner@fishbeck.com.

Sincerely,



Michelle D. Hoffner, AIA, NCARB, CDT
Senior Architect



Sarah Van Dyke
Landscape Architect

By email

Copy: Nate Barton, Cindy Janes

Formal Plaza and Garden Path Concept



Naturalized / Mass Planting



Naturalized / Mass Planting



Memorial Sculptures



Brick Column Entrance Arch



Monument Sign



Garden Retaining Wall



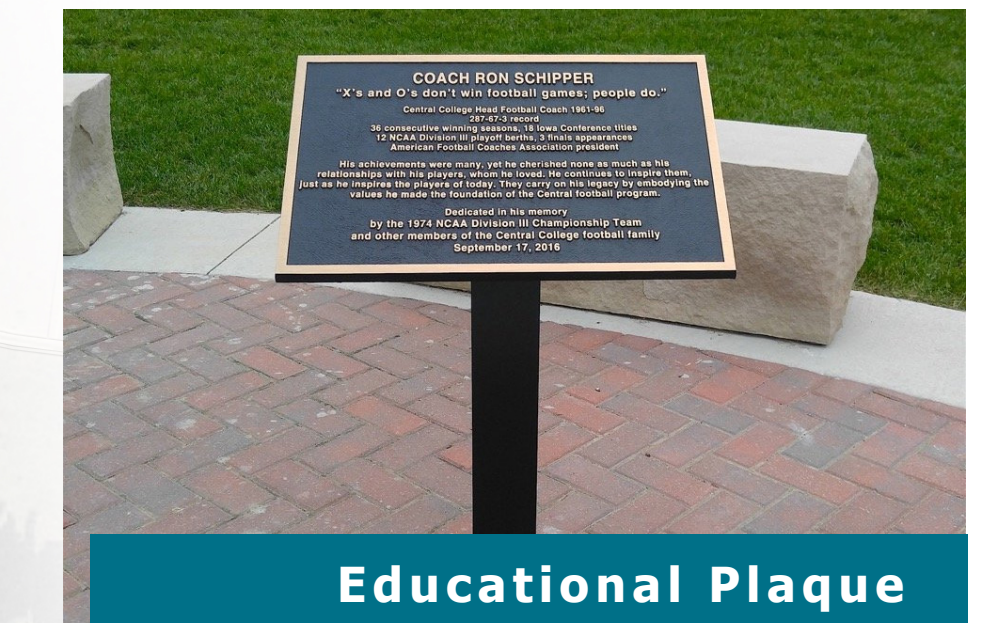
Engraved Tile Wall System



Walls along Garden Path



Military Branches Memorial



Educational Plaque



Native Planting/ Rain Garden



Wyoming Police Department

LEGEND

- 1 Entrance Arch
- 2 Memorial Statue / Educational Plaque
- 3 Seating Area - Benches/ Tables
- 4 Monument Sign
- 5 Existing Parking
- 6 Memorial Plaza with Military Branches - Main Statue, Flag Area, Raised Platform with steps/set into hill
- 7 Active Military & POW Memorial
- 8 Stone Garden Retaining Walls
- 9 Rain Garden
- 10 Memorial Wall with Veteran Names - Black Tile Wall in short segments organized by conflict. Smaller walls

City of Wyoming Veteran's Memorial Garden

1218 Belfield St SW, Wyoming, MI 49509
NO. 241829 | March 10, 2025



RESOLUTION NO. _____

RESOLUTION TO ACCEPT A STATEMENT OF WORK FOR
PROFESSIONAL DESIGN AND PROCUREMENT SERVICES FOR
PUBLIC ART INSTALLATION AT THE GODWIN MERCADO

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a Statement of Work from Lions & Rabbits Center for the Arts to provide professional design consulting and procurement services for public art installation at the Godwin Mercado in the total amount of \$13,800.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a Statement of Work for professional design consulting and procurement services for a public art installation at the Godwin Mercado.
2. City Council authorizes the City Manager to sign the memorandum of understanding.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Statement of Work

Memorandum of Understanding

Resolution No. _____

STAFF REPORT

Date: March 27, 2025
Subject: Public Art at the Godwin Mercado
From: Lynn Clarke, Assistant Director of Parks and Recreation
CC: Krashawn Martin, Director of Parks and Recreation
Nicole Hofert, Director of Community and Economic Development
Kyle VanEerden, Facility Manager Godwin Mercado
Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended City Council adopt a resolution approving the design and procurement contract with Lions and Rabbits to provide a public art installation at the Godwin Mercado.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
 - Strengthen community relations and Wyoming’s sense of Identity

DISCUSSION:

As part of the Godwin Mercado project a piece of public art is to be commissioned for the outside of the Mercado. The city received a grant from the Consumer’s Energy Foundation to cover the costs of this project, including installation of the art. The City would like to engage with Lions and Rabbits Center for the Arts, a local arts collaborative that specializes in this work, to provide consulting services and guide the project’s procurement of a local artist and provide project management services.

BUDGET IMPACT:

The city received a grant for this work. The cost for this contract is \$13,800. The account is 243-000-19100-975.000.



LIONS & RABBITS
CENTER FOR THE ARTS



LRCFA + CITY OF WYOMING
STATEMENT OF WORK

www.lionsandrabbits.com



BUDGETS

A EXTERIOR PAINTED MURAL

Artist & Project Management Fee	13,800
--	---------------

ADDRESS:

255 DIVISION AVE S, GRAND RAPIDS, MI 49503

PROJECT TYPE:

- A. EXTERIOR MURAL, PAINTING DIRECTLY ON BRICK
- B. EXTERIOR MURAL, PAINTING ON PANELS

EXAMPLE

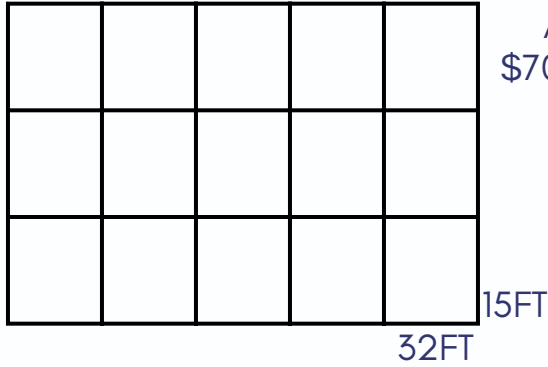


SPACE: 450 SQFT

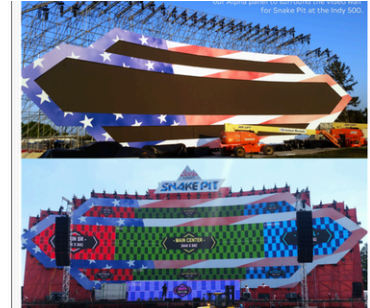
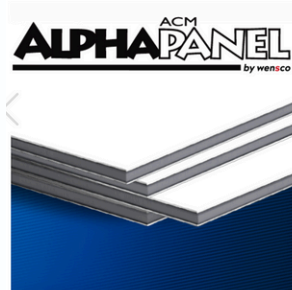
LRCFA + CITY OF WYOMING

www.lionsandrabbits.com





ALPHA PANELING - 15 SHEETS @ 46.67/SHEET = \$700 (DROP OFF FEE COORDINATED AFTER FINAL PURCHASE, INSTALL NOT INCLUDED)



TIMELINE

TASKS	TIMELINE
Initial client meeting. Project parameters established (site measurements, budget, permits needed, equipment rentals, etc.)	February 2025
Client receives Statement of Work (SoW) outlining project scope, timeline, and responsibilities of each participating party. LRCFA fills out DGRI Activate this Place Grant. Client finalizes and submits grant.	February 2025
Client receives contract, and invoice	Contract due in 15 days upon SOW approval Payment due in 30 days of signing
Design Committee meets to choose style, RFQ goes out, completion of artists presented, artist(s) - noting any modifications	Within 5 days of receiving applications
Artist(s) onboarded and placed on contract, Artist(s) submit sketch design and other information	Within 7-10 days of selection
Approval on final artist (if applicable) modifications made	Within 5 days of final design approval
Client final approval of design, supply ordering and logistics finalized. LRCFA presents to Grand Rapids for approval.	Within 5 days of final design approval
Paint-by-numbers day facilitated	At mural beginning
Project is complete. Final client surveys sent and artist is paid	Within X of project completion

CONDITIONS

- Invoice must be fulfilled within 30 days for artist to begin work
 - Subject to exception in case of payment plan
- Survey participation is encouraged

SUBJECT TO CHANGE BASED ON DESIRED PROJECT

LRCFA + GUIDING LIGHT MISSION

www.lionsandrabbits.com



CLIENT RESPONSIBILITIES

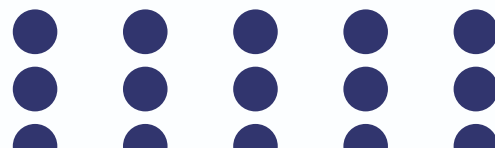
- Provide LRCFA with necessary information to complete the project; client budget, timeline, site restrictions, desired design, etc. .
- Approval final SOW, Complete contracts & fee schedules.
- Work in an advisory role to ensure the quality and merit of each project
- Create design committee for artist selection process
- Lead LRCFA staff in a site visit of your location & ensure artist access during the project
- Approve artist & design
- Post about the project and tag LRCFA (optional)

ARTIST RESPONSIBILITIES

- Submit proposals during the appropriate timeline with the correct amount of finalized images for review
- Comply with all meetings, art, and other scheduled due dates
- Modify work if necessary for community approval
- Work with LRCFA on ordering materials, budgets, timelines, endowment, and other logistic needs.
- Agree on the proposed maintenance plan
- Work with LRCFA on a complete marketing package for artists and the community.

LRCFA + GUIDING LIGHT MISSION

www.lionsandrabbits.com





LRCFA

RESPONSIBILITIES

- Consult with the client to establish the desired project outcome, budget, and timeline
- Create and present a final SOW for the client's approval
- Provide the client with the necessary contracts and invoices
- Work with client to create design committee for RFQ
- Create a final artist selection proposal for the client
- Contract and pay the artist(s), holding the proper licensing and insurance.
- Work with the artist on project management, timeline, communications, supply ordering, schedule, permitting etc.
- Evaluate the artist and client on project experience, ensuring completion of the project
- Gather and create marketing materials for proper social media marketing
- Create an appropriate plan of maintenance and database for all work

LRCFA + GUIDING LIGHT MISSION

www.lionsandrabbits.com



LIONS & RABBITS
CENTER FOR THE ARTS

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of March 6, 2025, sets forth certain nonbinding understandings and binding agreements between the City of Wyoming, Michigan Governing Law Courts in Kent County ("Client"), a municipal entity, and Lions and Rabbits Center for the Arts ("LRCFA"), a Michigan nonprofit organization, relating to the proposed implementation of a mural project (the "Proposed Transaction"). The City of Wyoming and LRCFA are sometimes referred to individually as a "Party" and collectively as the "Parties."

I. MOU SUBJECT TO DEFINITIVE AGREEMENT

This MOU is for discussion purposes only and is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section IV, which shall be binding on the Parties in accordance with its terms.

II. NONBINDING UNDERSTANDINGS

This Section sets forth the nonbinding understandings of the Parties with respect to the Proposed Transaction. It is the present intention of the Parties that the City of Wyoming would engage LRCFA to provide artistic services, including mural design and execution, on terms and conditions substantially similar to those set forth in this Section. These terms do not reflect all material terms of the Proposed Transaction but provide a basis for negotiating the Definitive Agreement.

LRCFA shall provide the following services:

1. Consult with the Client to determine project goals, budget, and timeline.
2. Develop a final Statement of Work for Client approval.
3. Prepare necessary contracts and invoices related to the project.
4. Assist Client in forming a design committee for the selection of artists.
5. Conduct outreach to artists for design proposals.
6. Create a final artist selection proposal for Client approval.
7. Develop marketing materials for public engagement and social media outreach.
8. Establish a maintenance plan and database for artwork documentation.

III. DEFINITIVE AGREEMENT

The Parties intend to negotiate a formal written agreement that would govern the Proposed Transaction ("Definitive Agreement"). Binding obligations with respect to the Proposed Transaction shall only arise upon the execution of the Definitive Agreement by both Parties.

IV. BINDING AGREEMENTS

This Section shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the significant efforts that the Parties will incur in pursuing the Proposed Transaction and negotiating the Definitive Agreement, the Parties agree as follows:

Good Faith Negotiations

The Parties shall negotiate in good faith and use their best efforts to bring about the execution and delivery of the Definitive Agreement at the earliest practicable time.

Costs and Expenses

Each Party shall be responsible for all of its costs and expenses associated with pursuing the Proposed Transaction, including without limitation:

1. The performance of its obligations under this MOU.
2. The drafting and negotiation of the Definitive Agreement.

Term and Termination

The rights and obligations of the Parties contained in this MOU shall expire upon the execution of the Definitive Agreement. Either Party may terminate this MOU after 30 days from the date of this MOU without any obligation or liability to the other Party, provided, however, that this Section shall survive such termination.

V. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.


VI. GENERAL PROVISIONS

1. **No Third-Party Beneficiaries** – Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns any rights or remedies under or by reason of this MOU.
2. **No Assignment** – Neither this MOU, nor any rights or obligations hereunder, may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party.
3. **Counterparts** – This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

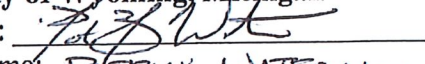
VII. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date set forth above.

Lions and Rabbits Center for the Arts

By: 
Name: Kahla Karrip
Title: Director of Operations
Date: 4/16/2025

City of Wyoming, Michigan

By: 
Name: PATRICK WATERMAN
Title: DEPUTY CITY MANAGER
Date: 4/3/25

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:


Heather Chapman, Deputy City Attorney

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE
WATER SERVICE TIE-IN AT THE GODWIN MERCADO

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the water service tie-in at the Godwin Mercado in the total amount of \$14,160.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council concurs with the water service tie-in at the Godwin Mercado.
2. City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Estimate

Resolution No. _____

STAFF REPORT

Date: 4.15.2025
Subject: Godwin Mercado Water Service Tie-In Change Order
From: Patrick Waterman, Deputy City Manager
CC: John Shay, City Manager
Meeting Date: 4.21.2025

RECOMMENDATION:

It is recommended that City Council approve the attached resolution concurring with a Water Service Tie-In Change Order at Godwin Mercado.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR I – COMMUNITY
 - Goal 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.
 - Objective 3 – Complete the 36th Street Marketplace project.

DISCUSSION:

On February 5, 2025, our Public Works Department planned to perform a live tap into the existing 20” watermain along 36th Street to provide water service to Godwin Mercado. However, upon excavating the watermain, it was discovered that the exterior of the pipe was too badly pitted and corroded for the tapping sleeve to make an adequate seal (see *picture*). At that point, the City Engineer directed the excavator to expose a larger section of pipe to be cut out and replaced with new main and install a standard Tee and valve for water service. This work was completed on February 6.

The cost to perform this work was \$14,160, which exceeded the original budget allowance of \$8,405 for a live tap. However, the work was necessary to provide dependable water service, and it was prudent to complete it immediately while the pipe was exposed, and the contractor was mobilized.



Closeup of pitted watermain

BUDGET IMPACT:

Funding allocation for this change order will come from 591-441-57300-972.573 - Capital Outlay Watermains. There will be no impact on the Marketplace project budget.

Attachments:

- Resolution Concurring with Change Order
- Estimate from GVL Excavating



PO Box E | Moline, MI. 49335

Estimate

DATE	ESTIMATE #
4/14/2025	5588

NAME / ADDRESS
WOLVERINE BLDG. INC. 4045 Barden SE Grand Rapids , MI 49512

PROJECT
2024-17 - 36th St M...

DESCRIPTION	QTY	COST	TOTAL
Job: 36th Street Marketplace Water Changes			
Cut in Tee on 20" Watermain along 36th Street instead of Live Tap per City of Wyoming			
Equipment		6,200.00	6,200.00
Labor		3,830.00	3,830.00
Steel Plates for Shoring		400.00	400.00
Traffic Control		1,000.00	1,000.00
Material ("T", Sleeve, restraints, bolts, gaskets and pipe)		7,210.00	7,210.00
Equipment figured in bid for live tap		-1,800.00	-1,800.00
Labor figured in bid for live tap		-900.00	-900.00
Material in bid for live tap		-5,705.00	-5,705.00
Material unable to be returned- non stock (will be turned over to city)		3,925.00	3,925.00
Sales Tax - Sand and Aggregate Sales		6.00%	0.00
		TOTAL	\$14,160.00

Phone #	Fax #
6168774005	(616) 877-4909

RESOLUTION NO. _____

RESOLUTION TO ACCEPT PROPOSALS AND CONTRACT AMENDMENTS FOR
CITY VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIR SERVICES

WHEREAS:

1. On April 1, 2024, City Council adopted Resolution number 28008 accepting quotes for light and heavy automotive vehicle maintenance and repair services.
2. As detailed in the attached staff report, vendors were contacted to provide proposals or contract amendments.
3. It is recommended City Council accept the attached proposals and contract amendments from the following vendors:
 - Kleyn Mobile Repair, LLC,
 - Neal's Automotive Parts, Inc.
 - K&R Truck Sales, Inc. (dba West Michigan Mobile Mechanic)
 - Valley Truck Parts, Inc.
 - Rodriguez Tire and Wheel LLC
 - Emergency Vehicle Products Inc.
 - McCallister Machinery Co., Inc.
4. It is estimated the City will spend approximately \$440,000.00 for City vehicle and equipment maintenance and repair services through April 30, 2026.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes City vehicle and equipment maintenance and repair services from Kleyn Mobile Repair, LLC, Neal's Automotive Parts, Inc., K&R Truck Sales, Inc. (dba West Michigan Mobile Mechanic), Valley Truck Parts, Inc., Rodriguez Tire and Wheel LLC, Emergency Vehicle Products Inc., and McCallister Machinery Co., Inc. through April 30, 2026.
2. City Council authorizes the City Manager to sign the contracts.
3. City Council authorizes the City Manager to sign the contract amendments.

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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contracts
Contract Amendments

Resolution No. _____

STAFF REPORT

Date: April 2, 2025
Subject: City Vehicle and Equipment Maintenance and Repair Service Contracts
From: Jay VanDyke, Assistant Director of Public Works - Maintenance
CC: Aaron Vis, Director of Public Works
Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended the City Council authorize the City Manager to execute the attached contracts with multiple vendors for light and heavy automotive vehicle maintenance and repair services.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION:

Proper, timely maintenance and repair of City vehicles and equipment is necessary to ensure that City functions can be performed in a safe and effective manner. In order to maintain a high level of service to the various departments that the Fleet Services Division supports, outsourced repair work is sometimes necessary.

On April 1, 2024, City Council authorized vehicle maintenance and repair services with multiple vendors via resolution number 28008. Many of these contracts are set to expire at the end of April, so vendors were contacted to provide updated pricing or sign contract amendments.

These vendors have historically performed vehicle and equipment repair work for the City and have agreed to the following not to exceed amounts: Kleyn Mobile Repair, LLC, for a not to exceed contract pricing of \$170,000, through April 30, 2026; Neal's Automotive Parts, Incorporated, for a not to exceed contract pricing of \$30,000 through April 30, 2026; K&R Truck Sales, Inc. (dba West Michigan Mobile Mechanic), for a not to exceed contract pricing of \$50,000 through April 30, 2026; Valley Truck Parts, Incorporated, for a not to exceed contract pricing of \$30,000 through April 30, 2026; Rodriguez Tire and Wheel LLC, for a not to exceed contract pricing of \$10,000 through April 30, 2026; Emergency Vehicle Products Inc, for a not to exceed contract pricing of \$100,000; and McCallister Machinery Co., Incorporated, for a not to exceed contract pricing of \$50,000 through April 30, 2026.

A variety of vendors is necessary to provide flexibility, accommodate specialized repairs, and ensure timely repairs.

BUDGET IMPACT:

Sufficient funds are available in the Motor Pool, Equipment Operations, Repairs and Maintenance account:
661-441-58200-930.000

ATTACHMENTS:

Contracts

CITY OF WYOMING

CONTRACT AMENDMENT #2

Kleyn Mobile Repair LLC

This Contract Amendment is to City Standard Contract (Exhibit A) made as of April 2, 2024 (Effective Date) between the City of Wyoming (City) and Kleyn Mobile Repair LLC. (Contractor)

RECITALS

A. City wishes to add a new "not to exceed" amount between April 30, 2025 through April 30, 2026 as \$170,000.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work for the compensation stated in the Proposal.
2. All other terms of the City Standard Contract remain in full effect.

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

City of Wyoming

By: _____
John Shay, City Manager

Kleyn Mobile Repair LLC

By:  _____
[Signature of officer, director or principal of Professional]
Joseph Kleyn
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 4/9/25, 2025

Date signed: _____, 2025

Approved as to form:  _____
Heather Chapman, Deputy City Attorney

EXHIBIT A
CONTRACT

CITY OF WYOMING

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(NO RFP)

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

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

Contractor means: Kleyn Mobile Repair LLC
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
6680 Wilshire Dr
[Contractor's street address]
Jenison, MI 49428
[Contractor's city, state & zip]

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

Effective Date means: April 2, 2024. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B, which is the Contract Amendment – Extension from the City of Grand Rapids. The Proposal will be using the same pricing for the City of Wyoming beginning with Year 2.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the 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:

This contract will begin using "Year 2" pricing. This contract is not to exceed \$120,000. This contract ends April 30, 2026

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

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

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

City of Wyoming

Contractor: Kleyn Mobile Repair LLC

By: _____
Kent Vanderwood, Mayor

By: Joseph Kleyn
[Signature of officer, director or principal of Contractor]
Joseph Kleyn
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: March 20, 2024

Date signed: _____, 20__

Approved as to form:

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-III/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction/Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (Include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

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

EXHIBIT B
PROPOSAL

Company Name:	Kleyn Mobile Repair llc	Contact Name:	Joseph Kleyn
Company Phone #:	616-209-7007	Contact Phone:	616-209-7007
Company Fax #:	616-209-7008	Contact E-mail:	joe@kleynmobile.com
Company Address:	6680 Wilshere Dr, Jenison, Mi, 49428		
Website Address	kleynmobile.com	Federal Taxpayer ID #:	26-0662145

Extension – Year 4, Effective Dates: 5/19/2023 through 5/18/2024

ITEM #		YEAR 1	YEAR 2	YEAR 3
Section I – General Preventive Maintenance and Repairs				
1.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 a.m. through 4:30 p.m.	\$135.00/Hr.	\$145.00/Hr.	\$155.00/Hr.
2.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
3.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
4.	% Material Costs: Percentage to be added to invoice for OEM materials furnished. Verification of Contractor's parts cost shall be available upon request of the Project Manager.	30 %	30 %	30 %
Section II – Engine Repair				
5.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 a.m. through 4:30 p.m.	\$135.00/Hr.	\$145.00/Hr.	\$155.00/Hr.
6.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
7.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
8.	% O.E.M. Material Costs: Percentage to be added to invoice for materials furnished. Verification of Contractor's parts cost shall be available upon request of the Project Manager.	30 %	30 %	30 %
Section III – Mobile Repairs				
9.	1 Hour Billable Hourly Rate – Standard Hours: Monday through Friday, and Saturday Complete, 7:30 am through 4:30 pm.	\$135.00/Hr.	\$145.00/Hr.	\$155.00/Hr.
10.	1 Hour Billable Hourly Rate – Overtime Hours: Monday through Friday, and Saturday Complete.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
11.	1 Hour Billable Hourly Rate - Sundays and Holidays.	\$155.00/Hr.	\$165.00/Hr.	\$175.00/Hr.
12.	% O.E.M. Material Costs: Percentage to be added to invoice for materials furnished. Verification of Contractor's parts cost shall be available upon request of the Project Manager.	30 %	30 %	30 %
State Mobilization Charge, if any: _____ Specify if there is a minimum billing charge for Mobile Repairs: _____				
Section IV – Pick Up and Delivery				
13.	1 Each Complete round trip charge for transportation of equipment for service.	\$0/Ea.	\$0/Ea.	\$0/Ea.

Contractor: _____

QUESTIONNAIRE

Specify the names and certifications of persons that shall be assigned for the services proposed herein:

Name	Certifications
Brandon Haverdink	Master EVT, State and ASE
Jared Wesorick	EVT, and State
Luke Bruinsma	EVT and State
Paul Edwards	EVT and State

Copies of all licenses/certifications are included with the bid response? Yes No

Security and Protection of the City's Equipment

The City requires that equipment in for repair be in a secure area at all times. Can you comply? Yes No
If no, please explain in detail:

The City requires that GRFD fire apparatus equipment shall be provided with indoor storage during the entire time the unit is in for service (i.e., pre-service, during service, and post service). Can you comply? Yes No
If no, please explain in detail:

Equipment Maintenance Downtime:

The City desires that each preventive maintenance service shall be completed in three business days or less. Can you comply? Yes No
If no, please explain in detail:

The City may desire 48- hour emergency/rush priority services and turnaround time, when designated by the City's Project Manager, at the prices contained on the bid form herein. Can you comply? Yes No
If no, please explain in detail including any additional charges:

Specify what priority shall be given to the City of Grand Rapids mechanical service projects on a scale of 1 - 10, 1 being fastest service priority over other mechanical service jobs: 1.

Do you provide 24-hour 7 days a week emergency service? Yes No .

Specify any additional costs associated with an emergency service request:

Contractor: _____

CITY OF WYOMING

NEAL CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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

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

Contractor means: Neal's Automotive Parts, Incorporated
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2111 Chicago Dr SW
(Contractor's areal address)
Grand Rapids, MI 49509
(Contractor's city, state & zip)

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

Effective Date means: 2025. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified in the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the 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:

This contract will end on April 30, 2026. This contract is not to exceed \$30,000.

(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None")

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20____

Approved as to form: _____
Heather Chapman, Deputy City Attorney

Neal's Automotive Parts, Incorporated

By: Michael A. Henning
(Signature of Officer, Director, or principal of Contractor)
Michael A. Henning
(Type Printed Name & Title of Person Signing for Contractor)

Date signed: 4/8/2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfor.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

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14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

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

**EXHIBIT B
PROPOSAL**



2111 CHICAGO DR. S W GRAND RAPIDS, MICHIGAN 49509 PHONE 616-245-0436 FAX 616-245-9060

March 24, 2025

For the City of Wyoming Neal's Truck Parts will charge a hourly labor rate of \$125.00 per hour on all repairs.

Thank You,

Mike Henning

CITY OF WYOMING

CONTRACT AMENDMENT #2

K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic

This Contract Amendment is to City Standard Contract (Exhibit A) made as of April 2, 2024 (Effective Date) between the City of Wyoming (City) and K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic. (Contractor)

RECITALS

A. City wishes to add a "not to exceed" amount of \$50,000 from April 7, 2025 to April 30, 2026.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work for the compensation stated in the Proposal.
2. All other terms of the City Standard Contract remain in full effect.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 2025

Approved as to form:

Heather Chapman
Heather Chapman, Deputy City Attorney

K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanic

By: Amber Klaver
[Signature officer, director or principal of Professional]
AMBER KLAVER
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 4-15, 2025

EXHIBIT A
CONTRACT

CITY OF WYOMING

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,800)

(NO RFP)

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

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

Contractor means:

K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanics

(Name of contracting entity)

A Michigan corporation

(State and type of entity, e.g., corporation, limited liability company, etc.)

2051 Burlingame SW

(Contractor's street address)

Wyoming, MI 49509

(Contractor's city, state & zip)

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

Effective Date means: April 2, 2024. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified in the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the 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:

This contract ends April 30, 2025. This contract is not to exceed \$20,000.

(Identify those the City Attorney has agreed may be waived or the City Attorney approved modifications or state "None.")

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

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

City of Wyoming

Contractor: K & R Truck Sales, Incorporated d/b/a West Michigan Mobile Mechanics

By: _____
Kent Vanderwood, Mayor

By: _____
(Signature officer, director, or principal of Contractor)
Dustin Baker
(Type/Printed Name & Title of Person Signing for Contractor)

By: _____
Keill A. VanderBerg, City Clerk

Date signed: March 21, 2024

Date signed: _____, 20__

Approved as to form:

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(ii) (<https://www.federalregister.gov/documents/2012/01/17/2012-01174/section-3-faqs>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state anti-trust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/asset_mgmt/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://sam.gov>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

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F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction/Prequalification at <https://www.wyomington.gov/About/WyomingCity/Documents/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. **Risk Allocation.**

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. **Insurance.**

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXLU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be insured or Additional insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. **General Terms.**

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

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



Grand Rapids
616-241-4656

Holland
616-392-8377

Kalamazoo
269-345-2183

Lansing
517-487-5908

Muskegon
231-733-2157

WEST MICHIGAN
616-247-0802

Don,

It was a pleasure to meet with you and discuss our future opportunities with the City of Wyoming. We look forward to assisting you in your repair needs. As we talked about, we are equipped to handle most repairs in-house here or we can come to your shop. These include but are not limited to, brakes, tires (coming soon), suspension, steering, transmission replacements, clutch replacements, drivelines, A/C repair, Dot inspections, hydraulic repairs, electrical and more. We can perform repairs on all makes. What we cannot do here, we can shuttle to our other locations for needed repairs. We offer pick up and drop off of units for repair if needed. We do have you already set up in our system to mirror the pricing on parts you receive from WMI, National Fleet parts pricing. Our service pricing is as follows. If you have any questions, please feel free to call me or email me at any time. Again, we look forward to working with you.

In shop

\$135.00/hour

On Site

\$175.00/hour

\$2.50/mile

After Hours

\$185.00/hour

\$2.50/mile

\$85.00 after hours fee

**EXHIBIT B
PROPOSAL**



Grand Rapids
616-241-4656

Holland
616-392-8377

Kalamazoo
269-345-2183

Lansing
517-487-5908

Muskegon
231-733-2157

WEST MICHIGAN
MOBILE MECHANIC
616-247-0802

04/09/25

WEST MICHIGAN MOBILE MECHANIC RATES:

In Shop

\$140.00/hour

On Site

\$180.00/hour

\$2.75/mile

After Hours

\$190.00/hour

\$2.75/mile

\$85.00 After Hours Fee

CITY OF WYOMING

VALLEY TRUCK PARTS, INC. STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(NO RFP)

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

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

Contractor means:

Valley Truck Parts, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1900 Chicago Dr SW
[Contractor's street address]
Grand Rapids, MI 49519
[Contractor's city, state & zip]

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

Effective Date means: April 22, 2025. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the 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:

This contract will end on April 30, 2026. This contract is not to exceed \$30,000.

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

Heather Chapman
Heather Chapman, Deputy City Attorney

Valley Truck Parts, Inc.

By: _____
[Signature officer, director, or principal of Contractor]
Chuck Nozdyke, CFO
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4/8, 2025

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction/Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>.

Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.

OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.

ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.

BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

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

**EXHIBIT B
PROPOSAL**

Quote for City of Wyoming



March 25, 2025

The Following Pricing will be in effect for the City of Wyoming for Truck Services performed by Valley Truck Parts:

LABOR:

Labor Rate Per Hour: **\$155.00/Hour**

PARTS TEMPLATE:

Price Class	Level	%
AAM	Jobber	100%
ALN	Cost	140%
BCA	Jobber	100%
CHE	Cost	140%
DTO	Cost	140%
ETN	Cost	140%
FUL	Cost	140%
FUL-BULK	Cost	140%
HYD	Cost	140%
NAT	Jobber	100%
NEA	Cost	140%
RWA	Cost	140%
RWD	Cost	140%
SPC	Jobber	100%
SPD	Cost	140%
TIM	Jobber	100%
UNT	Jobber	95%
WEA	Jobber	100%

Note: Your pricing guideline is based off both Jobber and Cost + or - a set percentage as listed above.

Chuck Noordyke, CFO
Valley Truck Parts, Inc.

Christopher Carlton
City of Wyoming

CITY OF WYOMING

CITY STANDARD CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$8,500) (NO RFP)

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

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

Contractor means:

Rodriguez Tire & Wheel, LLC
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1231 Burton St SW
[Contractor's street address]
Wyoming, MI 49509
[Contractor's city, state & zip]

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

Effective Date means: April 22, 2025. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the 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:

This contract will end on April 30, 2026. This contract is not to exceed \$10,000.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the 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

Rodriguez Tire & Wheel, LLC

By: _____
John Shay, City Manager

By: Mike Rodriguez
[Signature officer, director, or principal of Contractor]
Mike Rodriguez
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 4/8, 2025

Approved as to form: Heather Chapman
Heather Chapman, Deputy City Attorney



EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible for Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

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

**EXHIBIT B
PROPOSAL**



CAR SERVICE

PRICELIST

LABOR RATE INFO

LABOR PER HOUR
(GENERAL MECHANIC & SUSPENSION)

\$110

MECHANICAL SERVICES

ENGINE OIL CHANGE \$80-\$100

ALIGNMENT \$89

BRAKES \$350-\$400
(PER AXEL - INCLUDES PARTS/LABOR)

AC SERVICE \$125
(VACCUUM TEST & RECHARGE W/ DYE)

TIRE SERVICES

MOUNT & BALANCE \$100
(INCLUDES TIRE DISPOSAL)

FLAT REPAIR \$25

ROTATIONS \$15

(FREE LIFE TIME FLAT REPAIRS & ROTATIONS W/PURCHASE OF (4) NEW TIRES)

CITY OF WYOMING

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(NO RFP)

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

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

Contractor means: Emergency Vehicle Products, Inc.
[Name of contracting entity]
 A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2975 Interstate Parkway
[Contractor's street address]
Kalamazoo, MI 49048
[Contractor's city, state & zip]

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

Effective Date means: April 22, 2025. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- 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:

This contract will end on April 30, 2026. This contract is not to exceed \$100,000.

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

- If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
- This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: Heather Chapman
Heather Chapman, Deputy City Attorney

Emergency Vehicle Products, Inc.

By: [Signature]
[Signature officer, director, or principal of Contractor]
CRAG McELROY PCS
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: April 8, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.
 - A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:
 1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>.
 2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.
 3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).
 - B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.
4. **Qualifications.** Contractor represents and promises that:
 - A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.
 - B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

- C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
- D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.
5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:
 - 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.
 - B. 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.
 - C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.
 - D. 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.
 - E. 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.
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 - A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

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16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingqi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

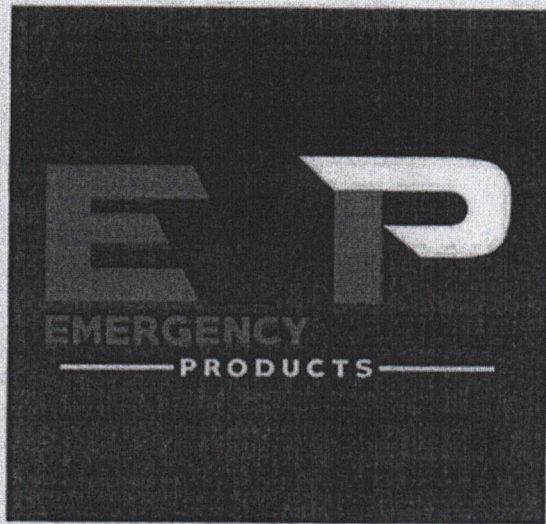
19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

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

**EXHIBIT B
PROPOSAL**



2975 INTERSTATE PARKWAY, KALAMAZOO, MI. 49048

For the City of Wyoming, EVP will charge a hourly rate of \$155.00 per hour on all repairs.

Thank You

A handwritten signature in black ink, appearing to read 'Craig McDonald', is written over the printed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Craig McDonald

269-978-1703

269-808-4800

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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

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

Contractor means: McCallister Machinery Co., Inc.
[Name of contracting entity]
An Indiana corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
6300 Southeastern Ave
[Contractor's street address]
Indianapolis, IN 46203
[Contractor's city, state & zip]

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

Effective Date means: April 22, 2025. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the 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:

This contract will end on April 30, 2026. This contract is not to exceed \$50,000.
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the 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

McCallister Machinery Co., Inc.

By: _____
John Shay, City Manager

By: Ken Anderson
[Signature officer, director, or principal of Contractor]
Ken Anderson Operations Director
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: April 15, 2025

Approved as to form: Heather Chapman
Heather Chapman, Deputy City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

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B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

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Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

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

**EXHIBIT B
PROPOSAL**

April 3, 2025

For the City of Wyoming Michigan CAT will charge an Hourly Labor Rate of \$204.00 for Heavy Equipment Field Service per hour on all repairs. Michigan CAT will charge an Hourly Labor Rate of \$170.00 for Heavy Equipment Shop Service per hour on all repairs.

Thank you,

Cris Kerber

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE
REPAIR OF A BIOSOLIDS STORAGE TANK MIXER

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote for the repair of a biosolids storage tank mixer at the Wastewater Treatment Plant from Padnos Leitelt, Inc. in the total estimated amount of \$9,860.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote for the repair of a biosolids storage tank mixer at the Wastewater Treatment Plant.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: April 3, 2025
Subject: Biosolids Storage Tank Mixer Repair
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Aaron Vis, Director of Public Works
Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended the City Council accept the quote for repair of one Clean Water Plant mixer by Padnos Leitelt, Inc. in the amount of \$9,860.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The Wastewater Treatment Plant utilizes two sludge holding tanks as part of its biosolids storage and land application program. These tanks are used to store biosolids, which are mixed with lime for stabilization. Lime treatment is essential to destroy pathogens and minimize odors for land application. Each sludge holding tank is equipped with a continuously running mixer to keep the biosolids in suspension.

On February 17, 2025, City Council concurred with the emergency repair of one such mixer by Padnos Leitelt via Resolution No. 28326. The approximately 30-year-old mixer shaft had sheared off with the mixer impeller lying at the bottom of the tank. Following the successful repair, plant staff emptied the second sludge holding tank for close inspection of its mixer. As suspected, the other mixer shaft of the same vintage was in similarly poor condition.

To ensure smooth plant operation and to avoid untimely breakdowns, it is prudent to repair the second mixer shaft. Padnos Leitelt provided a repair quote of \$9,860.00—\$1,100.00 less than the first repair due to the prior completion of engineering work.

BUDGET IMPACT:

Adequate funds exist in Sewer Fund account #590-536-54300-930.000.

CITY OF WYOMING

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, Wyoming, MI 49509.

Effective Date means: April 8, 2025.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: Padnos Leitelt, Inc.
[Name of supplying entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2301 Turner Ave NW
[Supplier's street address]
Grand Rapids, MI 49544
[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 listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

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: _____
John Shay, City Manager

Padnos Leitelt, Inc.

By: Brandon Jensen
[Signature officer, director, or principal of Supplier]
Brandon Jensen
[Typed/Printed Name & Title of Person Signing for Supplier]

Approved as to form:

Date signed: 4/2, 2025

Heather Chapman

Heather Chapman, Deputy City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Supplier attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Supplier and all Supplier's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Qualifications.** Supplier represents and promises that:

A. Supplier and Supplier's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Supplier and its principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Supplier nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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.

C. 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.

4. **Ethical Standards.** To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. **Media Releases.** Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

6. **Payment to Supplier.**

A. Supplier and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. **Intellectual Property.** Supplier guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Supplier will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

8. **Information, Quality, and Related Requirements.**

A. Unless otherwise stated in the Proposal, all items shall be new, the best of their respective kind, and free from defects.

B. Supplier shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for the items, and ensure all related warranties are held by or assigned to City.

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

9. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

11. Assignment/Beneficiaries. None of Supplier's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Supplier's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

12. Independent Contractor. Supplier and Supplier's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Supplier is solely responsible for Supplier's personnel's acts, omissions, and statements. Supplier is solely responsible for any compensation and benefits to be provided Supplier's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Supplier or Supplier's personnel.

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and

consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

A. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

G. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

H. Reference by office to a City officer includes that City officer's designee(s).

Exhibit B
Proposal

Padnos Leitelt, Inc.

2301 Turner Ave NW
Grand Rapids MI 49544
Phone 616-363-1817 Fax 616-363-4081

QUOTATION

Date: 4/1/2025
To: City of Wyoming – Water Treatment
1155 28th Street SW
Wyoming, MI 49509
Attn: Dan Kleinheksel
Email: Dan.Kleinheksel@wyomingmi.gov
RE: PLI Quote No. WY0040125 – Mixer Shaft Assembly

Description of scope of work:

One – Mixer Shaft Assembly per sample. Assembly includes a two piece hollow shaft, bolted together with flanges and four bolt on mixer blades. Price includes material and fabrication of one Mixer Shaft Assembly.

Note: Does not include paint / coating. F.O.B. Padnos Leitelt, Inc.

Our price for one (1) Mixer Shaft Assembly as described: \$9,860.00 / each

This quote is valid for 30 days.

Please allow 4-5 weeks after receipt of order for us complete the work.

Thank you for considering us for this work.

Brandon Jensen

Brandon.jensen@padnos.com

If approved, please sign, date and return by email, Attention: Brandon Jensen. Please include your Purchase Order Number with your approval. **TERMS: NET 30**

Approval Signature: _____ Date: _____

Purchase Order Number: _____

This quote includes all material and labor to fabricate the above listed items in our shop according to your engineered drawings and prints and/or your direction. The parties agree that each of the above-described items is of a type, design and nature specifically selected by City of Wyoming. **THE PARTIES FURTHER AGREE THAT THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, MADE BY PLI WITH REGARD TO THE ABOVE-DESCRIBED ITEMS AND THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED ARE SPECIFICALLY EXCLUDED FROM THIS TRANSACTION.** In addition, City of Wyoming agrees to indemnify and hold Padnos Leitelt, Inc. harmless from any loss claim or damages of any nature, arising out of City of Wyoming or any other person's use, reuse or sale of the above-described items.

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF SODIUM HYPOCHLORITE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of sodium hypochlorite from Webb Chemical Service Corporation using the West Michigan Cooperative Purchasing Group contract bid pricing.
2. It is estimated the City will spend approximately \$600,000.00 at the Drinking Water Plant and \$262,500.00 at the Wastewater Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the bid for sodium hypochlorite from Webb Chemical Service Corporation using the West Michigan Cooperative Purchasing Group contract pricing.
2. City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Renewal Letter

Resolution No. _____

STAFF REPORT

Date: April 7, 2025

Subject: Sodium Hypochlorite Cooperative Purchase Contract Renewal

From: David Munch, Utility Operations Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended the City renew the sodium hypochlorite contract with Webb Chemical Service Corporation at a price of \$366.00 per ton, utilizing the West Michigan Cooperative Purchasing Agencies bid as provided by the City of Grand Rapids, to supply the Drinking Water Plant and the Wastewater Treatment Plant with sodium hypochlorite.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve city infrastructure and service reliability

DISCUSSION:

In 2024, the City of Grand Rapids accepted and awarded a contract for the purchase of sodium hypochlorite (bleach). The contract was for a one-year period with the option of two additional one-year renewals, for a total potential contract bid term of three years. The bids were received by the City of Grand Rapids as part of the West Michigan Cooperative purchasing strategy with participation by the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon. The City of Wyoming has participated in the cooperative purchasing program for over fifteen years.

The low bidder was Webb Chemical Service Corporation (Webb) located in Muskegon Heights, Michigan. The price for liquid sodium hypochlorite for the first year of the contract was \$366.00 per ton, a 30% cost saving from contract year 2023-2024. In February of this year, the City of Grand Rapids, as the lead agency for this bid, received year 2 pricing from Webb. The bid price will remain unchanged for the 2025-2026 year.

BUDGET IMPACT:

Based on the average water treatment flows for the past eight years, the estimated cost of sodium hypochlorite at the Drinking Water Plant is \$600,000.00 and \$262,500.00 for the Wastewater Treatment Plant.

Adequate funds are budgeted in the Water Fund account 591-537-55300-740.000 and Sewer Fund accounts 590-590-54300-740.000 and 590-590-54800-740.000.

Attachments:

Contract Renewal Letter



Contract Renewal – Year 2 Updated Unit Cost Request

Contract Number: MA 233 24000140

Date: February 24, 2025

Vendor: Webb Chemical Services
2708 Jarman Street
Muskegon, MI 49444

Department: LMFP
17350 Lake Michigan Dr
West Olive , MI 49460

Contract Title: Chemicals. Bulk Sodium Hypochlorite – Co-Op

Term Contract Change: XX

To Extend Contract Period To: March 31, 2026

Bid Reference No. 885-40-51

Year 2 Effective Dates: 4/1/2025 through 03/31/2026

Contract Renewal:

Year two (2) contract renewal for the line items below, please enter the unit cost for the 2025-2026 contract year:

<u>Bid</u>			<u>Unit Cost</u>
<u>Item # Qty.</u>	<u>Description</u>		<u>Year 1</u>
			<u>04/01/24-</u>
			<u>03/31/25</u>
1.	Ton	Bulk Liquid Sodium Hypochlorite	\$ <u>366</u> /Ton
		Provide the equivalent unit price per gallon:	\$ <u>1.83</u> /Gal
2.	Gallon	Liquid Sodium Hypochlorite, 330-gallon Tote	\$ <u>2.60</u> /Gal

Purchasing Buyer: Dnaiel Williamson

cc: Department
Bid Pack

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
LABORATORY PROFICIENCY TESTING STANDARDS

WHEREAS:

1. As detailed in the attached staff report, the utility plant laboratories are required to perform proficiency testing to validate their testing methodologies.
2. It is recommended City Council authorize the purchase of proficiency testing standards from SPEX CertiPrep LLC as needed in the total estimated amount of \$15,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of laboratory proficiency testing standards from SPEX Certi-Prep LLC.
2. City Council authorizes the City Manager to sign the contract.
3. 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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: April 2, 2025

Subject: Purchase of Laboratory Proficiency Testing Standards

From: Peter Minnich, Laboratory Services Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended that City Council authorize the purchase of proficiency testing standards for the Drinking Water Plant and Wastewater Treatment Plant laboratories from SPEX CertiPrep LLC, for the unit prices as listed in the attached contract up to an estimated amount of \$15,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve city infrastructure and service reliability

DISCUSSION:

In order to maintain their certification and be compliant with existing permits, the utility plant laboratories are required to perform proficiency testing to validate their testing methodologies. Proficiency testing samples are blind samples that are prepared by an outside source and analyzed by the City laboratories. They are a specialized laboratory product and must be purchased from the U.S. Environmental Protection Agency's (USEPA) list of approved vendors. Successful analysis of these samples demonstrates the capability of the analysts, method performance, and instrument accuracy and consistency.

On March 10, 2025, quotes were requested from the three USEPA approved vendors that provide the proficiency testing products that meet the needs of the utility laboratories. One vendor did not respond. The lowest quoted unit pricing was from SPEX CertiPrep LLC. SPEX CertiPrep LLC's proficiency testing samples are specifically formulated to be compatible with the analytical methods that the plant laboratories utilize. Additionally, this company has worked with the City for over 10 years and has regularly provided good customer service.

BUDGET IMPACT:

Funds for the purchase of SPEX CertiPrep LLC proficiency testing samples are budgeted for every year and are available in the Water Fund Lab Services account 591-537-55310-740.000 and the Sewer Fund Lab Services account 590-536-54310-740.000.

CITY OF WYOMING

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, Wyoming, MI 49509.

Effective Date means: 4-3, 2025

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means:

SPEX Cent. Prop LLC
[Name of supplying entity]
A IL LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
625 E. Bun Ker Ct
[Supplier's street address]
Vernon Hills IL 60061
[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 listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:
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: _____
John Shay, City Manager

Supplier: SPEX Cent. Prop LLC

By: _____
[Signature officer, director, or principal of Supplier]
Sr. Customer Experience Manager
[Typed/Printed Name & Title of Person Signing for Supplier]

Approved as to form:

Heather Chapman

Date signed: 4-3, 2025

Heather Chapman, Deputy City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Supplier attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Supplier and all Supplier's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Supplier and its principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Supplier nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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.

C. 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.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

6. Payment to Supplier.

A. Supplier and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Supplier guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Supplier will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

8. Information, Quality, and Related Requirements.

A. Unless otherwise stated in the Proposal, all items shall be new, the best of their respective kind, and free from defects.

B. Supplier shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for the items, and ensure all related warranties are held by or assigned to City.

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the

Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

9. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

11. Assignment/Beneficiaries. None of Supplier's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Supplier's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

12. Independent Contractor. Supplier and Supplier's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Supplier is solely responsible Supplier's personnel's acts, omissions, and statements. Supplier is solely responsible for any compensation and benefits to be provided Supplier's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Supplier or Supplier's personnel.

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

A. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

G. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

H. Reference by office to a City officer includes that City officer's designee(s).

**Exhibit B
Proposal**

Sales Quote B278CT	
Ref Nbr:	
Sales Quote Date	03-11-25
Quote Expiration:	12-31-25
Page No:	1

Bill To	44063
CITY OF WYOMING WTP 16700 NEW HOLLAND HOLLAND, MI 49424-5554 UNITED STATES	

Ship To	44063
CITY OF WYOMING WTP 16700 NEW HOLLAND HOLLAND, MI 49424-5554 UNITED STATES	

Terms: Net 30

Freight Terms:

Ln	Part Number	Quote Qty	Price UM	Unit Price	Extended Price
1	QCI-029 Oil and Grease -QC Sample Oil and Grease in n-propanol, 3.2mL, QC Sample (WP)	4	EA	55.00	220.00
2	SQCI-001 Metals in Soil - QC Metals in Soil	4	EA	215.00	860.00
3	SQCO-019 Nutrients in Soil - QC Nutrients in Soil	4	EA	185.00	740.00
4	MIC-QC2 WP Microbiological QC MIC-QC2 - Quantitative Coliforms/E. coli /Fecal Coliform	4	EA	145.00	580.00
5	QCI-034 Trace Metals - NPW QC Trace Metals, NPW QC SAMPLE, 21 mL Set	4	EA	69.00	276.00
6	QCI-087 Mercury - QC sample (WP) Mercury QC Concentrate CRM, 20mL	4	EA	51.00	204.00
7	QCI-138 Simple Nutrients - QC Simple Nutrients QC Concentrate CRM	4	EA	55.00	220.00
8	QCI-026 Demand - QC Sample (WP) Demand QC Sample, (WP) in Water, 21mL	4	EA	62.00	248.00
9	QCI-139 Complex Nutrients - QC Complex Nutrients QC Concentrate CRM	4	EA	55.00	220.00

Seller accepts the purchaser's order subject to and conditioned on the purchaser's agreement to the terms and conditions set forth herein, without addition or modification, and on the included terms and conditions of sale. The seller hereby rejects all additional, contrary or different terms and conditions, unless specifically accepted and agreed to by the seller in writing.

Sales Quote B278CT	
Ref Nbr:	
Sales Quote Date	03-11-25
Quote Expiration:	12-31-25
Page No:	2

Bill To	44063
CITY OF WYOMING WTP 16700 NEW HOLLAND HOLLAND, MI 49424-5554 UNITED STATES	

Ship To	44063
CITY OF WYOMING WTP 16700 NEW HOLLAND HOLLAND, MI 49424-5554 UNITED STATES	

Terms: Net 30

Freight Terms:

Ln	Part Number	Quote Qty	Price UM	Unit Price	Extended Price
10	QCI-031 Amenable & Total Cyanide NPWQC in Water 20mL *ECCN*	4	EA	62.00	248.00
11	QCI-079 Residue in Water - QC Residue CRM	4	EA	67.00	268.00
12	QCI-035 pH - QC Sample (WP) Wastewater pH CRM, 250mL	4	EA	46.00	184.00
13	QCI-041 Inorganics-QCSample(WS) Inorganics QC Sample, (WS) 500 mL	4	EA	93.00	372.00
14	QCI-083 pH - QC Sample (WS) Drinking Water pH QC, 250mL	4	EA	48.00	192.00
15	QCI-141 Orthophosphate-P, 21 mL Orthophosphate-P QC Concentrate, 21 mL Ampule	4	EA	56.00	224.00
16	QCI-012 Residual Free Chlorine (WS) - QC Sample in Water	4	EA	64.00	256.00
17	QCI-145 Hardness QC, 250 mL Hardness QC, 250 mL Bottle	4	EA	75.00	300.00
18	QCI-014 ORGANIC STANDARD TURBIDITY STANDARD				

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CITY OF WYOMING WTP 16700 NEW HOLLAND HOLLAND, MI 49424-5554 UNITED STATES	

Terms: Net 30

Freight Terms:

Ln	Part Number	Quote Qty	Price UM	Unit Price	Extended Price
		4	EA	63.00	252.00
19	MIC-QC4 WS Micro 10pc E. coli MIC-QC4 - Drinking Water Coli forms 10 Sample Set	4	EA	262.00	1048.00
20	MIC-QC6 WS Quantitative Coli form MIC-QC6 - Drinking Water Quantitative Coli forms	4	EA	145.00	580.00
21	MIC-QC3 WS Standard Plate Count WS Standard Plate Count, QC Sample - 1 vial	4	EA	135.00	540.00
22	MIC-003 Coli forms/E. coli Coli forms/E. coli, 2 pack	1	PK	149.00	149.00
23	PEI-026 Demand Demand, 2 pack	1	PK	69.00	69.00
24	PEI-034 Trace Metals Trace Metals, 2 pack	1	PK	86.00	86.00
25	PEI-138 Simple Nutrients Simple Nutrients, 2 pack	1	PK	63.00	63.00
26	PEI-139 Complex Nutrients Complex Nutrients, 2 pack	1	PK	60.00	60.00
27	PEI-031 Amenable & Total Cyanide Amenable and Total Cyanide, 2 pack				

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CITY OF WYOMING WTP 16700 NEW HOLLAND HOLLAND, MI 49424-5554 UNITED STATES	

Terms: Net 30

Freight Terms:

Ln	Part Number	Quote Qty	Price UM	Unit Price	Extended Price
		1	PK	68.00	68.00
28	PEI -079 Residue Residue, 2 pack	1	PK	77.00	77.00
29	PEI -029 Oil and Grease Oil and Grease, 2 pack	1	PK	63.00	63.00
30	PEI -035 NPW - pH NPW - pH PE Sample, 2x250mL	1	PK	58.00	58.00
31	PEI -087 Mercury Mercury, 2 pack	1	PK	60.00	60.00
32	PEI -016 Trace Metals Trace Metals Drinking Water Inorganic Standard	1	EA	87.00	87.00
33	PEI -002 Trihalomethanes Trihalomethanes Drinking Water Organic Standard, 2 pack	1	PK	84.00	84.00
34	PEI -041 Inorganics Inorganics Drinking Water Inorganic Standard	1	EA	99.00	99.00
35	PEI -017 Inorg Disinfect Byproduct Inorganic Disinfection By-Products Drinking Water Inorganic Std	1	EA	89.00	89.00
36	PEI -141 Orthophosphate Orthophosphate Drinking Water Inorganic Standard				

Seller accepts the purchaser's order subject to and conditioned on the purchaser's agreement to the terms and conditions set forth herein, without addition or modification, and on the included terms and conditions of sale. The seller hereby rejects all additional, contrary or different terms and conditions, unless specifically accepted and agreed to by the seller in writing.

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Ship To	44063
CITY OF WYOMING WTP 16700 NEW HOLLAND HOLLAND, MI 49424-5554 UNITED STATES	

Terms: Net 30

Freight Terms:

Ln	Part Number	Quote Qty	Price UM	Unit Price	Extended Price
		1	EA	63.00	63.00
37	PE0-098 Org Disinfect Byproduct Organic Disinfection By-Products Drinking Water, 2 pack	1	PK	99.00	99.00
38	PEI -012 Residual Free Chlorine Residual Free Chlorine Drinking Water Inorganic Standard	1	EA	68.00	68.00
39	PEI -014 Turbidity Turbidity Drinking Water Inorganic Standard	1	EA	68.00	68.00
40	PEI -083 pH pH Drinking Water Inorganic Standard	1	EA	58.00	58.00
41	PEI -145 Hardness Hardness Drinking Water Inorganic Standard	1	EA	82.00	82.00
42	MIC-001 Microbiological PT Microbiological PT Drinking Water Standard THIS PRODUCT CANNOT SHIP ON FRIDAYS AND MUST SHIP OVERNIGHT	1	EA	275.00	275.00
43	MIC-002 Standard Plate Count Standard Plate Count Microbiological Drinking Water Standard	1	EA	140.00	140.00
44	MIC-006 Quantitative Coliforms Quantitative Coliforms Microbiological Drinking Water Standard	1	EA	145.00	145.00
	LINES 22-44 FOR DMRQA-45				

Seller accepts the purchaser's order subject to and conditioned on the purchaser's agreement to the terms and conditions set forth herein, without addition or modification, and on the included terms and conditions of sale. The seller hereby rejects all additional, contrary or different terms and conditions, unless specifically accepted and agreed to by the seller in writing.

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Ship To	44063
CITY OF WYOMING WTP 16700 NEW HOLLAND HOLLAND, MI 49424-5554 UNITED STATES	

Terms: Net 30

Freight Terms:

Ln	Part Number	Quote Qty	Price UM	Unit Price	Extended Price
	To Provide the best service for your order, your product may be manufactured and delivered from one of our specialty chemical companies in Raleigh/NC, Charleston/SC, or in Metuchen/NJ.				

Quote To: Peter Minnich Email: peter.minnich@wyomingmi.gov	Total	\$10,142.00
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Seller accepts the purchaser's order subject to and conditioned on the purchaser's agreement to the terms and conditions set forth herein, without addition or modification, and on the included terms and conditions of sale. The seller hereby rejects all additional, contrary or different terms and conditions, unless specifically accepted and agreed to by the seller in writing.

TERMS AND CONDITIONS OF SALE OF ZEPTOMETRIX LLC, SPEX CERTIPREP LLC, NSI LAB SOLUTIONS, LLC AND HIGH PURITY STANDARDS, LLC

UNLESS OTHERWISE EXPRESSLY AGREED TO IN A WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF ZEPTOMETRIX LLC, SPEX CERTIPREP LLC, NSI LAB SOLUTIONS, LLC OR HIGH PURITY STANDARDS, LLC (EACH, A "SELLER"), AS THE CASE MAY BE, AND BUYER, ALL SALES OF SELLER'S PRODUCTS ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. GENERAL. Seller accepts orders for products from the person or entity placing such order ("Buyer") for products listed on a Seller quote, invoice or Seller website or otherwise sold by Seller ("Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Terms"). Buyer represents (i) he or she is at least 18 years of age, and (ii) to the extent Buyer is placing the order as an employee or representative of a company or other entity, that he or she is authorized to place such order and the term "Buyer" shall then also include such company or entity. These Terms include all writings incorporated herein by reference, any quotation or proposal issued to Buyer by Seller, and any terms, conditions and restrictions on use which accompany Products and/or as available on Seller's website, all of which taken together are the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Seller's Products (the "Agreement"). Any of the following constitutes Buyer's acceptance of the Agreement: (a) written acknowledgement of these Terms; (b) acceptance of any shipment or delivery of Products; (c) payment for any Products; or (d) any other act or expression of acceptance by Buyer. Any provisions contained in any writing, document or EDI issued by Buyer that are in addition to or inconsistent with the Agreement are expressly rejected and if any of the terms and conditions in this Agreement differ from or are in addition to the terms and/or conditions of Buyer's offer, this document shall be construed as a counteroffer and shall not be effective as an acceptance of Buyer's document. Course of dealing, course of performance, usage of trade and/or verbal agreements not reduced to writing and signed by an authorized representative of Seller shall not be applied to the interpretation of the Agreement.

2. PRICE. All prices provided in a written quote by Seller are valid for the time period stated on the quote, or for thirty (30) days from the date of the quote in the event no time period is stated; otherwise, prices are as published by Seller at the time of Seller's acceptance of Buyer's order. Published prices may be changed by Seller at any time without notice. If no price has been specified or quoted by Seller, then the price will be Seller's list price in effect at the time of shipment. Prices are subject to adjustment at any time on account of changes in specifications, quantities or shipping arrangements, increases in the cost of raw materials or cost of production, imposition of tariffs, other terms or conditions which are not part of Seller's original price quotation or due to other causes not within the control of Seller.

3. TAXES AND OTHER CHARGES. Prices exclude all sales, use, excise, value added, and other taxes charged and duties imposed with respect to the sale, delivery, or use of any Products. All such taxes and duties must be paid by Buyer unless otherwise exempt. Prices also exclude costs for freight, insurance, Seller's standard handling charges and, where appropriate, ancillary charges that are specific to certain Products (such as hazardous packaging charges) or needs of Buyer, said foregoing costs and charges to be added to Buyer's invoice. If Buyer claims any tax exemption, Buyer must provide a valid certificate or letter of exemption for each claimed exemption.

4. TERMS OF PAYMENT. Seller shall invoice Buyer upon shipment of Products. Invoices shall be paid in full in U.S. dollars within thirty (30) days of the invoice date. If Buyer disputes in good faith any portion of an

invoiced amount, it shall notify Seller thereof in writing within ten (10) days of receipt of the applicable invoice; such notice shall identify the specific cause or nature of the dispute and the amount disputed. Buyer shall pay that portion of the invoice not in dispute in accordance with the payment terms in this Paragraph 4 (Terms of Payment). The Parties shall work in good faith to promptly resolve any disputed invoice amounts; however, if such dispute cannot be resolved within thirty (30) days from date of Buyer's dispute notice, Seller may exercise any of its rights under this Agreement or arising under applicable laws. A monthly service charge of one and one-half percent (1½%) per month (except where local laws prohibit such rate, in which case the rate will be the highest rate allowed under law) will be added to unpaid balances extending beyond thirty (30) days. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. Buyer shall perform its obligations under the Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable to Seller whether under the Agreement, any purchase order or invoice, applicable law, or otherwise, or whether relating to Seller's breach, bankruptcy, or otherwise. If the Buyer fails to pay the purchase price as it becomes due or wrongfully rejects acceptance of the Products hereunder or any part thereof or otherwise breaches the terms of an order or these Terms and Conditions, then the Seller shall have the right to recover, in addition to the purchase price of the said Products, all costs incurred by said Seller to collect that same. Said collection costs shall include but not be limited to all court costs and attorneys' fees. In addition to the foregoing and all other remedies which the Seller may have hereunder or at law or in equity, all of which shall be cumulative and not exclusive, the Seller without notice (a) may defer shipment hereunder and under any other contract until such default, breach or repudiation is removed and/or (b) may cancel any undelivered portion of this and/or any other contract in whole or in part.

5. DELIVERY. Products shall be packaged and shipped in a manner to preserve and protect from damage and/or degradation, in accordance with acceptable commercial practices and in compliance with all applicable laws. The Products will be shipped to the destination specified by Buyer, F.C.A. (Incoterms 2010) Seller's facility. Title to and risk of loss of Products shall pass to Buyer at the place and time Seller delivers Products to the carrier. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part if Buyer fails to make any payment to Seller on undisputed invoices when due or otherwise fails to perform its obligations hereunder. All delivery dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any unforeseen condition, force majeure events or any cause beyond Seller's reasonable control, including without limitation, labor disputes, lockouts or labor shortages, embargo, acts of war, insurrections, riots, terrorism, civil commotion, damage to factory, governmental law and regulation, inability to obtain labor and/or materials, acts of God or the public enemy, fires, floods, severe weather, earthquakes, delays caused by any civil, governmental or military authority (including government priority, preference or allocation), delays of suppliers in furnishing parts, components, materials, services or finished products, epidemics or pandemics. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Seller endeavors to comply with all regulations regarding

shipments of hazardous Products. Some of the Products sold by Seller are considered hazardous by the Department of Transportation (DOT), the International Air Transportation Association (IATA), the U.S. Postal Service, Federal Express or United Parcel Service and, as such, must be shipped under the restrictions imposed by these agencies and carriers. Whenever possible, Seller ships in accordance with the method specified or implied on Buyer's order. Seller reserves the right to alter that procedure to comply with the above indicated regulations. Also because of such compliance Seller charges for the required special packaging and appropriate shipping documents. The amount will vary with the quantity and mix of Products as well as method of shipment. Upon Buyer's request, Seller's sales staff will quote the fee for a proposed purchase. Buyer must inspect Products within five (5) calendar days of receipt. If any damage is discovered, Buyer is responsible for filing any and all claim(s) with the carrier unless Seller in writing otherwise agrees to do so. Buyer shall not file warranty claims for damages incurred in shipping and handling. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account.

6. CHANGES; CANCELLATION. Any order accepted by Seller may be modified or cancelled by Buyer only if expressly agreed to in writing by an authorized representative of Seller. Orders placed by Buyer may not be canceled after shipment except upon Seller's written consent, and subject to Buyer's payment of Seller's cancellation and/or restocking charges. Seller reserves the right to cancel any sale hereunder without liability to Buyer (except for refund of monies already paid) if the manufacture or sale of the subject Product(s) is or becomes technically or economically impractical or if the manufacturer ceases to manufacture the Product(s) for any other reason. Orders for custom, special order or private labeled Products cannot be canceled.

7. INCORRECT, SHORT OR DAMAGED ORDER. (a) Buyer may request a refund or replacement of those Products that are damaged as a result of inadequate packaging by Seller as required under Paragraph 5 (Delivery), or may have corrected any shortages or orders that are incorrectly fulfilled by Seller ("Rejected Order"); provided, however, that Buyer contacts Seller's customer service within ten (10) days from Buyer's receipt of Products and furnishes written evidence or documentation as may be reasonably requested by Seller. If Seller is not contacted within the ten (10) day period, the Products and order will be deemed accepted, such acceptance not to affect Buyer's Product Warranty rights in Paragraph 9 (Product Warranty). (b) If Buyer timely notifies Seller of any Rejected Order, Seller shall, in its sole discretion, (i) replace damaged Products, or correct any shortages or incorrectly filled orders, as the case may be; or (ii) credit or refund the price for the Rejected Order, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. (c) BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS PARAGRAPH 7 ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S LIMIT OF LIABILITY FOR A REJECTED ORDER.

8. RETURN. Authorization for Product returns for situations not covered by Paragraph 7 must be preapproved by Seller customer service and a return authorization number issued in order to transact any return. Not all requests for return will be granted: for example, Products which cannot be resold will not be authorized for return absent non-conformance to specifications. Products authorized for return must arrive at Seller's facilities in a state satisfactory for resale to be eligible for credit. A restocking charge of

20% of the applicable Product invoice amount for a returned order may be charged on returns that are not the result of any Seller error, fault, or Product non-conformity with specifications.

9. PRODUCT WARRANTY. Seller warrants to Buyer that all Products purchased by Buyer shall materially conform to Seller's published specifications and be free from defects in materials and workmanship for the Product's Warranty Period ("Product Warranty"). Services shall be performed in a professional, workmanlike manner ("Service Warranty").

The term "Warranty Period" for ZeptoMetrix Products means until a Product's stated expiration date, or if no expiration date is stated, then one (1) year from the date of manufacture.

The term "Warranty Period" for SPEX CertiPrep LLC Products means:

- (a) Chemical products: one (1) year from the date of shipment or as stated on Product label.
- (b) Repairs, replacements, or parts: the greater of thirty (30) days and the remaining original warranty period for the Product that was repaired or replaced.
- (d) Installation services: ninety (90) days.

The term "Warranty Period" for NSI Lab Solutions, LLC Products and High Purity Standards, LLC Products, as used herein, means (a) for Products having an expiration date, until a Product's stated expiration date, or, if no expiration date is stated, then one (1) year from date of manufacture or (b) for Products not having an expiration date, for the period of time set forth in the Product documentation, Seller's published specifications, Product label or package inserts or if a period of time is not specified in Seller's Product documentation, Seller's published specifications, Product label or package inserts, then for one (1) year from the date of shipment to Buyer.

The Product Warranty shall not be effective if Seller determines, in its sole discretion, that non-conformance with applicable Product specifications or the Product defect is a result, in whole or in part, of: (i) a failure to handle, use, store, or transfer the Product in accordance with its intended use and any certificate of analysis or package insert accompanying the Product; (ii) any alteration, maintenance, repair or modification of the Product that is not performed by Seller or its authorized representative; (iii) accident, abuse, neglect, misuse of the Product, or negligence, in each of the foregoing cases, by a party other than Seller; (iv) normal wear and tear, (v) accident, disaster or event of force majeure, (vi) causes external to the Product, such as, but not limited to, power failure or electrical power surges, (vii) use of the Product in combination with equipment or software not supplied by Seller, or (viii) failure to maintain the Product in accordance with Seller's written instructions.

Notwithstanding the foregoing, (a) Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier and (b) Consumables are expressly excluded from the Product Warranty. If Seller determines that Products for which Buyer has requested a warranty remedy are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials

rates. All defective Products or parts replaced pursuant to the above warranty become the property of the Seller.

10. DISCLAIMER. THE FOREGOING PRODUCT WARRANTY STATEMENT IN PARAGRAPH 9 (PRODUCT WARRANTY) EXTENDS ONLY TO BUYER AS THE ORIGINAL PURCHASER OF SELLER'S PRODUCT, AND MAY NOT BE TRANSFERRED EXCEPT AS EXPRESSLY STATED IN THESE TERMS. SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE WITH RESPECT TO PRODUCTS, INCLUDING WITHOUT LIMITATION, (A) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE; (B) ANY WARRANTY OF NON-INFRINGEMENT; (C) ANY WARRANTY THAT THE PRODUCTS WILL NOT POSE A SAFETY OR HEALTH RISK; AND (D) ANY WARRANTY THAT THE PRODUCTS WILL ACCOMPLISH ANY PARTICULAR RESULT.

11. EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. Claims for breach of the Product Warranty or Service Warranty, as the case may be, must be submitted in writing by Buyer to Seller customer service within the applicable Warranty Period and include details of such claim, or Buyer shall be deemed to have waived such claim. If a material non-conformity with a Product's specifications is validated to Seller's reasonable satisfaction, Seller will, at Seller's exclusive option, either refund Buyer the applicable Product purchase price, including any related shipping charges, repair the Product or provide replacement conforming Products at no additional charge or cost to Buyer. Where requested, Buyer will return non-conforming Products at Seller's expense in accordance with Seller's instructions. In the event of any breach of the Service Warranty, Seller shall reperform the subject service at no additional cost to Buyer. No repair or replacement will extend the original Warranty Period except as set forth in Section 9. THIS REMEDY FOR BREACH OF THE PRODUCT WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AT LAW OR EQUITY AVAILABLE TO BUYER AND THE LIMIT OF LIABILITY OF SELLER.

12. BUYER'S USE OF PRODUCTS. The purchase of Products conveys to Buyer the right for Buyer to use the purchased Products (and components thereof) in compliance with the any certificate of analysis, package insert or other Product documentation that may accompany a Product and, where relevant, a Seller Material Transfer Agreement ("MTA"), which MTA is required for purchase of Products that are live biological materials ("Live Products"). In the event the terms and conditions of an MTA conflict with any terms and conditions of the Agreement, the terms and conditions of the MTA shall govern. IN NO EVENT SHALL LIVE PRODUCTS BE PROPAGATED OR FURTHER TRANSFERRED BY BUYER WITHOUT SELLER'S PRIOR WRITTEN CONSENT. Buyer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using Products purchased from Seller. Buyer also has the duty to warn third parties that Buyer permits to use and/or handle Products of any risks involved in such use or handling. Buyer agrees to properly test, store, use, transfer and dispose of any Products (or components thereof) purchased from Seller in (a) conformity with good laboratory practices; (b) accordance with the practices of a reasonable person who is an expert in the field; (c) strict compliance with all applicable laws, rules, regulations, industry standards and guidelines, including but not limited to applicable regulations promulgated under the Federal Food, Drug and Cosmetic Act (Title 21 C.F.R. §§1-1499), and (d) conformity with any patent, copyright, trademark, or other intellectual or proprietary rights of third parties.

13. TECHNICAL ASSISTANCE. At Buyer's request, SELLER may, at its discretion, furnish technical assistance and information with respect to SELLER's Products, provided that Buyer shall be solely responsible for determining whether Buyer's use of and application for the Products is appropriate for Buyer's purposes

and safe. TO THE EXTENT SELLER OR SELLER PERSONNEL OFFERS SUCH TECHNICAL ASSISTANCE OR INFORMATION, THE DISCLAIMERS IN PARAGRAPH 10 (DISCLAIMER) AND LIMITATIONS OF LIABILITY IN PARAGRAPH 15 (LIMITATION OF LIABILITY) SHALL APPLY. ANY SUGGESTIONS BY SELLER OR SELLER PERSONNEL REGARDING USE, SELECTION, APPLICATION, OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

14. INDEMNIFICATION. To the extent permitted by applicable law, Buyer agrees to defend and indemnify Seller from and against any third party claims, suits, losses, demands, liabilities, costs and expenses (including reasonable attorney fees and costs and expenses of litigation) ("Losses") arising out of, directly or indirectly, (a) Buyer's use (and any result or data generated from such use), storage, sale or transfer of Seller's Product (or component thereof); (b) any breach by Buyer of its obligations, representations and warranties made herein; or (c) the negligence or willful misconduct of Buyer, or Buyer's employees, representatives or agents, in the performance of its obligations and permitted activities under this Agreement, provided, however, Buyer shall not be required to indemnify Seller to the extent such Losses result from (i) the reckless or willful misconduct of Seller or that of its authorized distributors; or (ii) breach of Seller's obligations, representations and warranties made herein. The Buyer's indemnity obligations shall not apply to Losses arising from a claim that the Buyer's use of a Product or component thereof infringes the intellectual property rights of a third party, if and only to the extent that such claim: (x) has not arisen as a result of a modification, improvement, enhancement or alteration of a Product by Buyer or its customer, or the Product being combined with any other product, compound, process, or technology not provided by Seller; (y) has not arisen as a result of Buyer using the Product outside the scope of use as described in Paragraph 12 (Buyer's Use of Products) or contrary to the terms of the Product documentation, Seller's published specifications or package inserts or (z) has not arisen as a result of or related to Product designs or specifications provided by Buyer. Buyer shall not, without the written consent of Seller: (i) settle or compromise any action, suit or proceeding or consent to the entry of judgment which does not include as an unconditional term thereof plaintiff's written release of Seller from all liability in respect of such action, suit or proceeding; or (ii) settle or compromise any action, suit or proceeding in any manner which may materially and adversely affect Seller other than as a result of money damages or other money payments.

15. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO BUYER OR ANYONE CLAIMING THROUGH BUYER, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, ECONOMIC LOSS, LOSS OF GOODWILL, OR DAMAGES DUE TO LOSS OF USE OR BUSINESS STOPPAGE, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EXERCISE OF RIGHTS HEREUNDER, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID BY BUYER TO SELLER FOR THE PRODUCTS SOLD TO BUYER HEREUNDER. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS SET ITS PRICES AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A

CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS) AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

16. EXPORT COMPLIANCE. Buyer acknowledges that Products supplied by Seller may be subject to export controls. Export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (15 CFR §§ 730-774) ("EAR"), which may restrict or require licenses for the export of Products from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, treaties, and agreements relating to the export, re-export, and import of any Product purchased from Seller. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency, export, re-export, distribute, or supply any Product or component thereof, (i) to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government, or (ii) which is classified on the Commerce Control List ("CCL") of the EAR (15 CFR 774, Supp. 1) and requires an export license based on country of destination. As a courtesy and aid to Buyer, Seller may indicate that a Product is on the CCL or otherwise requires an export license; provided, however, that such statement or indication shall not be construed as a representation or warranty by Seller regarding the proper export control classification for such Product. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Paragraph 16 by Buyer or its employees, consultants, agents, or customers.

17. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign or transfer any rights under these Terms or the Agreement, voluntarily or involuntarily, whether by sale, merger, consolidation or operation of law, without Seller's prior written consent. Any assignment or transfer in violation of the foregoing shall be voidable by Seller. (b) The Agreement, and all disputes and claims arising out of or related thereto, shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of law provisions. Buyer agrees all disputes and claims related to or arising out of this Agreement shall be venued exclusively in the State of New York. (c) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Seller's failure to enforce, or Seller's waiver of, a breach of any provision herein, will not constitute a waiver of any other breach of such provision on any future occasion. (f) Nothing contained in the Agreement shall be construed so as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Buyer and Seller. Neither party has or grants any express or implied right under the Agreement to assume or create any obligations on behalf of or in the name of the other, or to bind the other party to any undertaking with any third party. (g) Neither party shall be required to perform or omit to perform any act required or permitted under the Agreement if such performance or omission would violate the provisions of any applicable law, regulations, or court or administrative agency orders; neither party shall be liable to the other party for breach of the Agreement as a result of acting or omitting to act as a result of complying with the foregoing. (h) No waiver, modification, or amendment of the Agreement shall be binding unless in writing and signed by an authorized representative of Seller. (i) The

Parties represent that they have the requisite power, authority, and legal right to accept the Agreement and to perform the obligations hereunder. (j) Purchase of Products does not grant to Buyer any right or license, express or implied, to Seller's intellectual or proprietary property or technology other than the right to use purchased Product as expressly permitted in this Agreement. (k) Buyer shall not use the name, logo, or trademark of Seller or any variation thereof for any purpose without the express prior written consent of Seller; provided, however, that Buyer may reference Seller as source of purchased Products. (l) The obligations set forth in the following Sections of these Terms and Conditions shall survive the expiration or earlier termination of any contract or agreement between Seller and Buyer (including without limitation, the Agreement) and the consummation of any transaction between Seller and Buyer: Sections 4, 9, and 10 through 17.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
SYSTEM PROGRAMMING SERVICES

WHEREAS:

1. As detailed in the attached staff report, SCADA software allows the Drinking Water Plant operators to monitor, control, and regulate processes.
2. It is recommended City Council accept a proposal from Tetra Tech of Michigan, P.C. to provide SCADA system programming services as needed in the total estimated amount of \$35,000.00 through December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Tetra Tech of Michigan, P.C. to provide SCADA system programming services.
2. City Council authorizes the City Manager to sign 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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: April 3, 2025
Subject: Drinking Water Plant Controls Programming – As Needed Services
From: Jaime Fleming, Water Treatment Plant Superintendent
CC: Aaron Vis, Director of Public Works
Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended that the City Council authorize as-needed controls programming services for the Drinking Water Plant Supervisory Control and Data Acquisition (SCADA) system from Tetra Tech of Michigan, P.C. for a not to exceed amount of \$35,000 for the 2025 calendar year.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The SCADA system is the software program that allows the treatment plant operators to monitor, control, and regulate the treatment plant processes, water towers, remote pumping sites, and connections to the wholesale customer communities. Tetra Tech of Michigan, P.C. designed and configured the Drinking Water Plant SCADA system and has provided upgrades, updates, and maintenance of the system for over fifteen years.

It is important to have the flexibility to engage their services to quickly address any functionality or security issues that may arise and avoid interruption of treatment plant process controls. It is anticipated that an amount not to exceed \$35,000 is sufficient to address any needed ad hoc provision of services for the remaining calendar year.

BUDGET IMPACT:

Sufficient funding is available in the Water Fund account 591-591-55300-806.000.

Attachment:
Contract with Tetra Tech of Michigan, P.C.

SCADA System Components

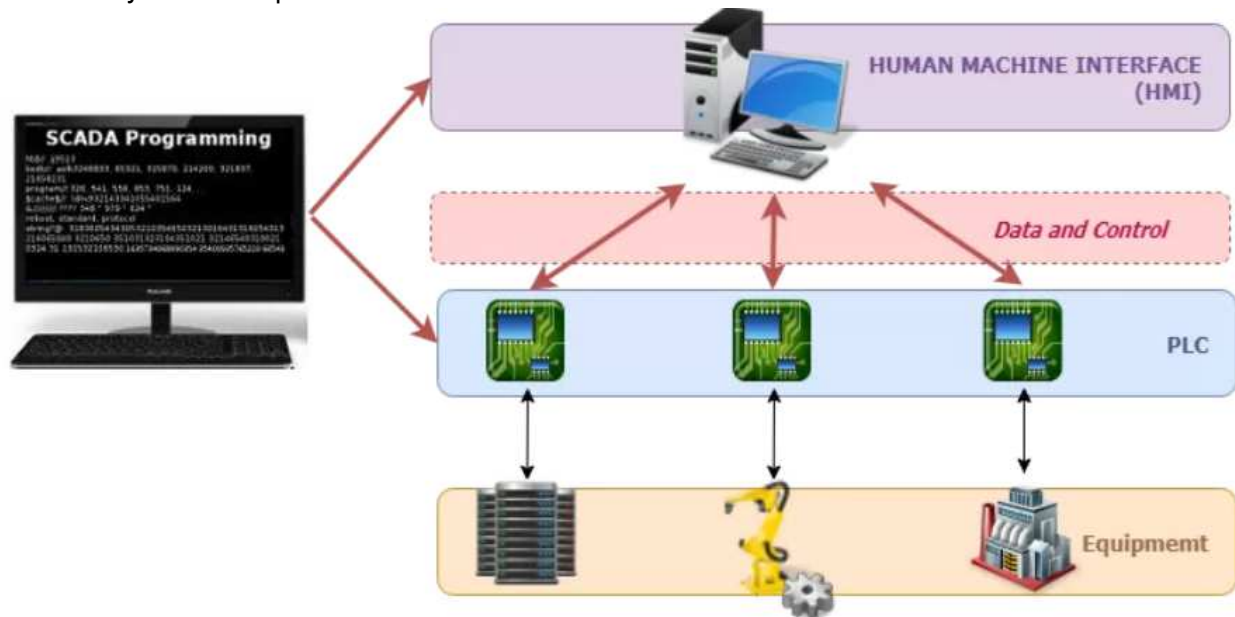


Image Credit: <https://www.dpstele.com/scada/how-systems-work.php>

Example Drinking Water Plant SCADA Software



Image Credit: <https://www.tiga.us/blog/what-is-scada-and-how-it-increases-efficiency>

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(OVER \$8,500)
(No RFP)

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 St SW, Wyoming, MI 49509.

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: April 21, 2025.

Professional means:

Tetra Tech of Michigan, PC

[Name of contracting entity]
A Delaware Corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]
1136 Oak Valley Drive, Suite 100

[Professional's street address]
Ann Arbor, MI 48108

[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.

Proposal means Professional's proposal attached as Exhibit B.

Services or *Work* means the services described and specified in the Proposal.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

TERMS AND CONDITIONS

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

1. Contractor 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 listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Waived, modified and added conditions are as follows:

Section 15 Insurance modification: Coverage is required for environmental consultant services. Amount required \$2,000,000 unless City's attorney otherwise approves.

Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor Professional, their respective officers, directors, partners, employees, contractors, or subcontractors 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 City and Professional 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.

Force Majeure. Professional shall not be liable for any damages caused by any delay that is beyond Professional'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. Strikes by or lockouts of Professional's staff are not force majeure events.

Documents. City will, upon paying fees owed under this contract, own the plans, specifications, reports and other documents produced by Professional pursuant to this contract. City will be wholly responsible for and indemnify Professional for any use of the documents except for the project and purpose for which they were produced by Professional and for any changes in these documents.

Suspension of Work. The City may suspend services performed by Professional upon (7) days written notice. Professional shall submit an invoice for services performed up to the effective date of the work suspension and the City shall pay Professional all outstanding invoices within (30) days. If the work suspension exceeds (30) days from the effective work suspension date, Professional shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination. The City or Professional 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. Professional shall submit an invoice for services performed up to the effective date of termination and the City shall pay Professional all outstanding invoices, together with all costs arising out of such termination, within (30) days. The City may withhold an amount for services that may be in dispute provided that the City furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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

By: _____
John Shay, City Manager

Date signed: _____, 20_

Approved as to form:

Heather Chapman

Heather Chapman, City Attorney

Professional

By: *Michael S. Jones*

[Signature officer, director or principal of Professional]
Michael S. Jones

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

Date signed: *April 4*, 20*25*

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Professional attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. Grant Compliance. If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

3. Qualifications. Professional represents and promises that:

A. Professional and Professional's personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Services.

B. Professional, any subcontractor, and all their principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

D. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

4. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. If Professional engages 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 any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (i.e., speak English less than very well), Professional will use language assistance services in communications.

C. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

5. Ethical Standards. To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Professional or of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Professional will immediately notify City of any subsequently discovered violation of the standards in this section.

6. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the Proposal.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

8. Intellectual Property. Professional guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe 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 alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action.

9. Taxes. City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately list amounts added for taxes.

10. Records. City is a public entity that receives funds from other governmental agencies. Thus, (i) City must retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

11. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. This contract is binding on Professional's successors and permitted assigns. No other persons are intended to benefit from this contract.

12. Independent Contractor. Professional and Professional's personnel are wholly independent of City. None of them are or will be represented as City officers or employees. Professional is solely responsible for Professional's personnel's acts, omissions, and statements and for compensation and benefits due Professional's personnel. Except for payment of the contract price, City has no responsibility to supervise, compensate, or insure Professional or Professional's personnel.

13. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all 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.

14. Professional Liability and Risk Allocation.

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

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or

property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

16. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

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

Calendar Year 2025

1/1/25 to 12/31/25

Common Tetra Tech staff working on City of Wyoming engineering projects:

Personnel (Name)	Billing Title	Hourly Rate (from table)
Michael (Mick) Jones	Sr. Project Manager	\$275
Gene Jones	Sr Engineer 1	\$245
Lynley Champion	Sys Analyst/Programmer	\$190
Dan Berendt	Sys Analyst/Programmer	\$190
Jessica Knight	Sr Engineer 1	\$245
Mark Teitsma	Sr Engineer 1	\$245
Jason Shank	Sr CAD Designer 1	\$160
Vickie Melling	CAD Designer	\$130
Erin Maxwell	Sr Sys Analyst / Programmer 1	\$215
Alan Flak	Sr Engineer 1	\$245
William (Bill) Paison	Sr Engineer 1	\$245
Stephen Lozen	Sr Sys Analyst / Programmer 1	\$215



Schedule of Hourly Rates

Hourly Billing Rates for: City of Wyoming
 Rates Effective Starting: 1/1/25 - 12/31/25

Personnel	Hourly Rate
Management	
Operations Management	
Principal in Charge	\$385.00
Project and Program Management	
Project Manager 1	\$220.00
Project Manager 2	\$240.00
Sr Project Manager	\$275.00
A/E Services	
Engineers	
Engineer 1	\$120.00
Engineer 2	\$135.00
Engineer 3	\$150.00
Project Engineer 1	\$190.00
Project Engineer 2	\$205.00
Sr Engineer 1	\$245.00
Sr Engineer 2	\$275.00
Sr Engineer 3	\$290.00
Engineering Designers	
Engineering Technician	\$85.00
Engineering Designer 1	\$105.00
Engineering Designer 2	\$125.00
Engineering Designer 3	\$145.00
Sr Eng Designer 1	\$175.00
Sr Eng Designer 2	\$185.00
Sr Eng Designer 3	\$200.00
Information Technology	
Jr Sys Analyst / Programmer	\$120.00
Sys Analyst / Programmer	\$190.00
Sr Sys Analyst / Programmer 1	\$215.00
Sr Sys Analyst / Programmer 2	\$285.00
Sci Svcs	
Scientists	
Scientist 1	\$90.00
Scientist 2	\$110.00
Scientist 3	\$135.00
Sr Scientist 1	\$155.00
Sr Scientist 2	\$185.00
Sr Scientist 3	\$240.00



Schedule of Hourly Rates

Hourly Billing Rates for: City of Wyoming
 Rates Effective Starting: 1/1/25 - 12/31/25

Personnel	Hourly Rate
Field Services	
Construction Observation	
Construction Project Rep 1	\$125.00
Construction Project Rep 2	\$135.00
Sr Constr Project Rep 1	\$165.00
Sr Constr Project Rep 2	\$220.00
Construction Administration	
Construction Administrator	\$110.00
Sr Construction Administrator	\$135.00
Construction Management	
Construction Manager 1	\$215.00
Construction Manager 2	\$245.00
Sr Construction Manager	\$260.00
Surveying	
Survey Tech 1	\$85.00
Survey Tech 2	\$115.00
Survey Tech 3	\$125.00
Survey Crew Chief	\$140.00
Surveying Specialist	\$155.00
Land Surveyor	\$160.00
Sr Land Surveyor	\$185.00
Technical Services	
Technicians	
Technician 1	\$85.00
Technician 2	\$100.00
Technician 3	\$115.00
Sr Technician 1	\$155.00
Sr Technician 2	\$160.00
Sr Technician 3	\$165.00
Project Support	
Computer Aided Design (CAD)	
CAD Technician 1	\$85.00
CAD Technician 2	\$100.00
CAD Technician 3	\$115.00
CAD Designer	\$130.00
Sr CAD Designer 1	\$160.00
Sr CAD Designer 2	\$175.00
Geographic Information Systems (GIS)	
GIS Analyst 1	\$85.00
GIS Analyst 2	\$115.00
Sr GIS Analyst	\$145.00
GIS Application Developer	\$155.00
Sr GIS Application Developer	\$180.00



Schedule of Hourly Rates

Hourly Billing Rates for: City of Wyoming
Rates Effective Starting: 1/1/25 - 12/31/25

Personnel	Hourly Rate
Business Support	
Project Administration	
Project Assistant 1	\$75.00
Project Assistant 2	\$85.00
Project Administrator	\$120.00
Sr Project Administrator	\$135.00
Contracts / Legal	
Contract Administrator	\$105.00
Sr Contract Administrator	\$150.00
Finance / Accounting	
Project Analyst 1	\$105.00
Project Analyst 2	\$135.00
Sr Project Analyst	\$175.00
Graphics	
Graphic Artist	\$155.00
Consulting	
Consultant 1	\$105.00
Consultant 2	\$145.00
Sr Consultant 1	\$180.00
Sr Consultant 2	\$225.00
Sr Consultant 3	\$240.00

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE
FOR THE PURCHASE OF SURGE TANKS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Vessel Technology for the purchase of surge tanks for the Third Transmission Main Project in the total amount of \$1,267,315.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from Vessel Technology for the purchase of surge tanks for the Third Transmission Main Project.
2. City Council authorizes the City Manager and City Clerk to sign the contract.
3. 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 April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Recommendation Letter

Contract/Quote

Resolution No. _____

STAFF REPORT

Date: April 3, 2025
Subject: Purchase of Surge Tanks for Third Transmission Main Project
From: Jaime Fleming - Superintendent
CC: Aaron Vis – Director of Public Works
Meeting Date: April 21, 2025

RECOMMENDATION:

It is recommended that City Council approve the purchase of surge tanks from Vessel Technology in the amount of \$1,267,315.00, as a component of the Third Transmission Main Project.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability
 - Objective 1 – Complete 3rd transmission main

DISCUSSION:

During the engineering design process for the Third Transmission Main, hydraulic modeling analysis demonstrated the need for additional infrastructure to mitigate pressure transients along each of the transmission mains. During normal water system operations fluctuations in water pressure are caused by pumps turning on or off, variations in flow rates, valve position changes, or unexpected power or equipment failures. The surge suppression system acts as a buffer to these fluctuations and maintains consistent pressure as the water enters the transmission mains – avoiding structural issues due to pressure transients and health risks from low or negative pressures.

The surge suppression system is scheduled for construction concurrent with the Third Transmission Main and must be completed before the new pipeline can be put into service. Due to the long lead time for design and fabrication of the surge suppression tanks, they need to be procured separately and ahead of the award of bid of the construction contract.

The project engineers – Prein & Newhof in partnership with Black & Veatch – identified seven companies that could provide surge tanks that meet the required specifications. Quotes were requested from each vendor and on February 25, 2025, four quotes were received. Three companies declined to provide a quote. The quotes were reviewed by the engineers and City staff. As noted in the attached recommendation letter, the engineering team is recommending purchase of the surge tanks through Vessel Technology, the second lowest quote. This recommendation is based on several factors, including: acceptance without exception to the City's contract terms, acceptable/shorter lead time, willingness to hold the quoted price, and provision of the requested 2-year warranty without additional cost. City staff concur with the recommendation and are requesting of approval of the same.

BUDGET IMPACT:

Adequate funds exist in the Water Fund capital outlay account 572-537-57300-986.444.

Attachments:

Recommendation letter

Contract



March 26, 2025

City of Wyoming, MI
Kent County, MI

Wyoming Drinking Water Plant Improvements
HSPS Surge Suppression System
Project Number: 417438(BV)/2230732 (P&N)
BV File 60.0000

Attention: Jaime Fleming, Superintendent

Subject: Review/Evaluation of Surge Tank Quotes and Recommendation of Award for Procurement

Equipment Quotes were received for the City of Wyoming Drinking Water Plant Improvements: HSPS Surge Suppression System on February 25, 2025, from a select list of vendors.

The original Request for Equipment Quote, is attached in Appendix A. The request was sent to seven tank manufacturers as described in the cover letter. At the time of the quote due date/time, quotes were received from four tank vendors: Pulsco, Charlatte, Modern Welding Company (ModWeld), and Vessel Technology (Vtec). Three vendors (Bulldog Steel, Springs Fabrication, and Dixie Southern) declined to provide a quote. Additional information on the vendors for the tanks are outlined herein.

Appendix B includes the submitted quotes as well as the follow-up questions from the design team as well as responses from the vendors on those questions.





Tank Quote Summary Items	Pulsco	Charlatte	Vtec	Modern Welding
Surge Tanks Only Quote	\$1,654,500	\$1,443,200	\$1,049,815	\$1,136,375
Cost adders based on Q/A <i>(if not included in proposal)</i>	NA	NA	Shipping \$43,500/tank	\$300 adder for support repositioning and \$3,500 for insulation accommodations
Potential Award Cost	\$1,654,500	\$1,443,200	\$1,267,315	\$1,155,375
Additional Cost for Vertical Orientation <i>(HSPS Tank Only - Not planned/included in cost above)</i>	\$15,000	\$3,950	\$36,278	\$7,500
Lead Time <i>(From Approved Shop Drawings)</i>	40-50 weeks	20-22 weeks	31 weeks	30-37 weeks
Tank Dimensions <i>(Design is 40'-0")</i>	Length - 40'-4" Dia. - 12'-0"	Length - 39'-7" Dia. - 12'-0"	Length - 40'-0" Dia. - 12'-0"	Length - 40'-2" Dia. - 12'-0"
Conformance to City Terms & Conditions	Yes (With the exception of liquidated damages at a maximum of 5% of the purchase order value)	Yes	Yes	No (takes exception to LD's, Intellectual Property Infringement Conditions and others, see quote for details)
Vendor Tank Storage	2 months after fabrication (\$1,000 per month after)	4 months after fabrication	1 month after fabrication (\$5/sqft of tank footprint per month after)	Must be shipped within 30 days of agree upon date. If more than 120 days, City would forfeit tanks
Start-Up Training	1 trip (4 days)	2 trips (2 days each)	Not included	Not included
Bid Validity <i>(Request was 120 days)</i>	120 days	30 days	30 days	2 days
Warranty <i>(Request was 2 years after substantial completion)</i>	2 years or 30 months from date of delivery	2 years after substantial completion or starting 90 days after delivery	2 years after shipment	1 year from delivery (can extend to 2 years for additional 3% of tank cost)
Conformance to City Terms of Payment <i>(Request was 10% at award for shop drawings, 85% at tank delivery, and 5% at substantial completion)</i>	Yes	No (Requested 10% due at approved drawings, 45% at hydrotesting, 40% at delivery, 5% at substantial completion)	No (Requested 10% upon receipt of approval drawings, 40% upon receipt of heads & shell (material), & 50% upon shipping)	No (Requested 10% due at approved shops, 40% upon material ordering, 40% upon fabrication completion, 10% at time of delivery)



Spare Parts <i>(None specified in Package)</i>	Spare parts include 2 manway gaskets	No spares included	2 spare gaskets for flanges and 10% extra bolts	2 spare gaskets for flanges and 10% extra bolts
Accommodations for Insulating/Jacketing Included?	Yes	Yes	Yes	Yes
Other Notes	NA	Cost is inclusive of \$8,500 for commissioning and testing and anchor bolts	Anchor bolt cost not included	Cost does not include heat tracing or anchor bolts

It should be noted that all vendors did not include sales tax, made mention of the impending tariff situation and potential cost impacts associated as well as costs associated with cancelled orders.

The design team reviewed the quotes in detail as well as followed up with the vendors on multiple rounds of questions and responses. Based on the information provided it is recommended that the City procure the surge tanks from Vtec, and that the procurement of tanks be initiated immediately by awarding the contract and issuing a Purchase Order to start the process of development of shop drawings/submittals. Although they are not the lowest bidder, Vtec did not take exception to the City's terms and conditions whereas Modern Welding (the low bidder) did. Negotiation of terms and conditions could potentially delay the timeline of delivery. Another item considered during quote evaluation was the 2-day bid validity for Modern Welding compared to the 30 days for Vtec. Although Modern Welding confirmed that their quote was still valid at the time of recommendation, it did flag the potential that Modern Welding could be more likely to change their costs with this short quote validity period. In addition, Vtec is able to meet the 2-year warranty of the tanks where Modern Welding included only 1 year in their quote but could add an additional year as an adder for 3% of quote (~\$35,000). Lastly, the lead time for Vtec is 31 weeks compared to Modern Welding which was within a range of 30-37 weeks.

The award of this Contract and review of the Quotes submitted are subject to the City of Wyoming's approval. The design team reviewed the documents submitted from all vendors and are unaware of any discrepancies unless otherwise noted herein. Should the City of Wyoming decide to award the project to Vtec, the award amount should be for \$1,267,315 and the PO should be for the full contract amount. Following receipt of the approved shop drawings, the City will make payment in the amount of \$126,731.50 which is 10% of the quote for shop drawing and submittal development by Vtec. Following award of the construction contract, the procurement contract would be assigned to the construction contractor and the remaining cost paid by them.

Please contact me if you have any questions or need additional information.

Very truly yours,

Black & Veatch

Dave Diehl, PE
Project Manager

cc: Aaron Vis – City of Wyoming, Director of Public Works
Britton Evans, PE – Black & Veatch, Engineering Manager
Mark Prein, PE – Prein & Newhof, Project Manager

Appendix A: Request for Equipment Quote

Appendix B: Vendor Quotes

CITY OF WYOMING

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, Wyoming, MI 49509.

Effective Date means: April 09, 2025.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B and includes the City-issued Request for Quote.

Standard Terms means Exhibit A "City Contract Standard Terms and Conditions", including the Risk Allocation and Insurance Provisions and the Addendum to Purchasing Contract.

Supplier means: Vessel Technology
[Name of supplying entity]
A Division of SAS Global an Ohio Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
9486 FM 2011 E
[Supplier's street address]
Longview, Texas 75603
[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 listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable or modified conditions are as follows:

See Addendum to City Purchasing Contract


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

Supplier: Vessel Technology

By: _____
John Shay, City Manager

By: 
[Signature officer, director, or principal of Supplier]
Joseph Arden, Estimating Manager
[Typed/Printed Name & Title of Person Signing for Supplier]

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: April 09, 2025

Date signed: _____, 20__

Approved as to form: 

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Supplier attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Supplier and all Supplier's personnel must 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. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Supplier and its principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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.

C. 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.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

6. Payment to Supplier.

A. Supplier and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after invoice and all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Supplier guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Supplier will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

8. Information, Quality, and Related Requirements.

A. Unless otherwise stated in the Proposal, all items shall be new, the best of their respective kind, and free from defects.

B. Supplier shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for the items, and ensure all related warranties are held by or assigned to City.

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

9. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated

and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

11. Assignment/Beneficiaries. None of Supplier's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Supplier's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

12. Independent Contractor. Supplier and Supplier's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Supplier is solely responsible for Supplier's personnel's acts, omissions, and statements. Supplier is solely responsible for any compensation and benefits to be provided Supplier's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Supplier or Supplier's personnel.

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

B. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions,

errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

G. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

H. Reference by office to a City officer includes that City officer's designee(s).

ADDENDUM TO CITY PURCHASING CONTRACT

Payment Terms: Progress payment will be made to Supplier net 30 days from Supplier's shipment/invoice date for the Payment Milestones defined below. City agrees payment terms will apply for each shipment of product or provision of service related to the unit pricing in the Proposal.

- 10% upon receipt of approval drawings.
- 40% upon receipt of major materials (heads & shell).
- 40% upon fabrication completion & ready to ship (RTS).
- 10% upon delivery to site.

Use Taxes associated with the equipment purchase will be paid through the construction contract via an Allowance.

Liquidated Damages: City and Supplier recognize that time is of the essence and that City will suffer financial and other losses if the Items are not delivered and ready for receipt of delivery by City's contractor within the time specified below, plus any extensions thereof allowed in accordance with this Contract. The parties also recognize that the timely performance of services by others involved in the project is materially dependent upon Supplier's specific compliance with the delivery requirements below. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by City if complete, acceptable Items are not delivered on time. Accordingly, instead of requiring any such proof, City and Supplier agree that as liquidated damages for delay (but not as a penalty) Supplier shall pay City **\$4,000** for each day that expires after the time specified below for delivery of acceptable Items. Liquidated damages will be enforced per construction contract. **Any changes to the fabrication design requested by the City (ARO) will result in a change order that will have both a commercial impact and a delivery impact. Liquidated damages will not commence until seven (7) calendar days after the delivery impact of the latest purchase order change order.**

Delivery of acceptable items – May 1, 2026

(Deliveries no earlier than March 1, 2026)

Goods from Another Source: If Supplier fails, refuses or is unable to deliver the items, City may obtain them from another source and Supplier will be obligated to pay any additional amounts City must pay to obtain the items from the other source.

Assignment/Transfer: Supplier agrees to accept assignment/transfer of the agreement to Contractor(s) based upon the following conditions. Upon assignment/transfer of the agreement from the City to Contractor(s) a new Contract will be issued between Contractor(s) and Supplier with the same terms and conditions as mutually agreed between the City and Supplier for the portion of the contract to be assigned/transferred to Contractor(s). Pricing of the material(s) in aggregate provided under this contract must remain firm for the material(s) included in the Proposal when assigned/transferred to Contractor(s). Contractor(s) must be required to provide City a performance bond for the value of the contract assigned/transferred and a copy of such bond provided to Supplier for their records.

Warranty: Warranty period must be two years from the date of Substantial Completion of the respective contract for which the equipment is installed.

**Exhibit B
Proposal**



Telephone: (903) 643-9111

Fax: (903) 643-9682

Email: joseph@vesseltechnology.com

April 8, 2025

Black & Veatch
3351 Claystone St.
Suite G100
Grand Rapids, MI 49546

Attention: Britton Evans

Reference: RFQ – Wyoming WTP Surge Suppression
Vtec Quotation: 0225-001 Firm

Revision 1: To update for purchase

Upon your request for a quotation, we are pleased to offer the following price & delivery details:

MATERIALS ORIGIN

Unless stated otherwise in a customer AML, all items will originate from United States, South Korea, Japan, Canada, or Western European sources.

MATERIAL PURCHASE

Labor & material costs are fixed for 13 days beyond the above date. The quotation is based on customer's release to purchase head & shell material at the time of order. If the purchase of head & shell material is delayed for any reason, the customer agrees to pay the price in affect at the time of purchase.

DELIVERY

Delivery below is estimated in weeks ARO based on the release to purchase major materials at the time of order. Delivery will be based on current shop loading and will be confirmed at the time of order placement. Any delay in purchasing major material could lead to a delay in delivery of the vessel(s).

FREIGHT TERMS

Freight is quoted as a customer-provided truck loaded at Vtec shop located in Longview, Texas unless stated otherwise below. (FCA Truck Longview, Texas)

STORAGE

Vessel Technology will provide free equipment storage for up to one month after the fabrication completion date. Any storage beyond one month will incur a storage fee of \$5.00 per square foot of the vessel's footprint, and may also require crane charges.

Mailing Address: P.O. Box 6570, Longview, Texas 75608

Physical Address: [9486 FM 2011 E, Longview, Texas 75603](https://www.google.com/maps/place/9486+FM+2011+E,+Longview,+TX+75603)

Web Address: www.vesseltechnology.com

WARRANTY

Workmanship & material only are in warranty for eighteen months after shipment or twelve months after start-up, whichever occurs first. Vessel Technology reserves the right to review & approve any back charges before the start of any field work.

STARTUP SPARES

Nozzles requiring permanent blind flanges as per the customer datasheet include (2) spare gaskets & 10% extra bolting in the quotation below. No other additional spares are provided unless required by the customer datasheets or specifications.

PAYMENT TERMS

All invoices must be paid within 30 days from the date on the invoice.

TERMS OF PAYMENT FOR EACH ITEM ARE:

1. 10% due upon receipt of approval drawings
2. 40% due upon receipt of major materials (heads & shell)
3. 40% due upon fabrication completion & ready to ship (RTS)
4. 10% due upon delivery to site

CANCELLATION CHARGES:

1. 10% of PO price after receipt of approval drawings.
2. 30% of PO price after the major material has been purchased, plus any material cancellation costs & any material in transit.
3. 100% of PO price at the start of fabrication.

TAXES

The below price does not include any local or state taxes.

DOCUMENT SUBMITTALS

Drawings, calculations, & NDE data for approval can be sent within 4 weeks after receipt of an order. Ladder & platform, vessel clip details, internals, & shipping drawings if required can be submitted 6 weeks after receipt of customer-approved documentation.

****ESCALATION CLAUSE REGARDING TARIFFS ON STEEL IMPORTS****

1. TARIFF ADJUSTMENT:

If the United States imposes a tariff on imported steel after the effective date of this contract, the parties agree that the price of the goods covered by this agreement may be adjusted to account for the increase in cost resulting from such tariffs.

2. CALCULATION OF ADJUSTMENT:

The price increase due to the tariff will be calculated as follows:

- The cost of steel components or materials used in the manufacturing of the goods will be determined by Vessel Technology, based on current market rates of steel in the total bill of materials.
- The total price increase shall be calculated based on the steel affected by the tariff and the increase in steel cost attributed to the tariff.

3. NOTIFICATION:

Vessel Technology shall provide written notice of the imposition of such tariffs and the anticipated

Mailing Address: P.O. Box 6570, Longview, Texas 75608

Physical Address: [9486 FM 2011 E, Longview, Texas 75603](http://www.vesseltechnology.com)

Web Address: www.vesseltechnology.com

price increase to the other party, along with supporting documentation evidencing the increase in steel costs.

4. LIMITATIONS:

The maximum adjustment under this clause shall not exceed the total % impact of the tariff.

5. TERMINATION OF ESCALATION:

This escalation clause shall remain in effect until such time as the tariff on imported steel is reduced or eliminated.

This clause allows for price adjustments based on changes in steel tariffs, while also providing a framework for both parties to manage the impact of the tariff increase.

We appreciate the opportunity to provide a quote on your custom pressure vessel(s) & look forward to working with you on this project.

Sincerely,
Vessel Technology

Joseph Arden
Estimating manager
(903) 643-9111 office

ITEM NO.: HORIZ TANK

(5) TANKS REQ'D.

**144" I.D. x 34'-0" S/S SURGE TANK IN
ACCORDANCE w/ M-XX1**

PRICE EACH TANK	\$ 209,963.00
FREIGHT EACH TANK	\$ 43,500.00
TOTAL EACH TANK INCLUDING FREIGHT	\$ 253,463.00
TOTAL FOR (5) TANKS DELIVERED TO SITE	\$1,267,315.00
ESTIMATED WEIGHT EACH (LBS.)	73,196
ESTIMATED DELIVERY IN WEEKS (AFTER RELEASE TO PURCHASE MATERIALS)	31

THE ABOVE PRICE IS BASED ON THE FOLLOWING:

1. ASME SECTION VIII DIV. 1 DESIGN & STAMP - INCLUDED
2. NATIONAL BOARD REGISTRATION - INCLUDED
3. RADIOGRAPHY RT-2 - INCLUDED
4. NDE (MT) - INCLUDED
5. PWHT - NOT INCLUDED
6. VESSEL CORROSION ALLOWANCE - .0625"
7. HYDRO TEST AT 1.3 X MAP FOR ONE HOUR w/CHART RECORDER - INCLUDED
8. HEAD - ASME 2:1 ELLIP., 144" I.D. X .90" MIN. THK. w/ 2" S.F. (SA516-70)
9. SHELL - 0.9375" THK. (SA516-70)
10. SADDLES - (SA-516-70)
11. PIPE - (SA106-B)
12. FLANGES / FORGINGS - (SA105)
13. FITTINGS - (SA234-WPB)
14. BAFFLE - NOT INCLUDED
15. VORTEX BREAKER - NOT INCLUDED
16. PRESSURE BOLTING - (SA193-B7/SA194-2H)
17. MANWAY BLIND, GASKETS, BOLTING & DAVIT - INCLUDED
18. GASKET- 1/8" TK. SW CGI OR EQ. 304L SS w/ S/S INNER & C/S OUTER RG. w/ FLEX. GRAPHITE
19. INTERNAL RUNGS - NOT INCLUDED
20. INSULATION SUPPORTS - INCLUDED
21. INSULATION & INSTALLATION - N/A
22. FIREPROOFING SUPPORTS - N/A
23. FIREPROOFING INSTALLATION - N/A
24. BLAST & PAINT - INCLUDED
25. LIFTING LUGS - INCLUDED
26. TAIL LUG - NOT INCLUDED
27. GROUNDING LUG - INCLUDED
28. LADDER & PLATFORMS - NOT INCLUDED
29. CLIPS FOR LADDERS & PLATFORMS - NOT INCLUDED
30. TRIAL FIT LADDERS & PLATFORMS - NOT INCLUDED

Mailing Address: P.O. Box 6570, Longview, Texas 75608

Physical Address: [9486 FM 2011 E, Longview, Texas 75603](http://www.vesseltechnology.com)

Web Address: www.vesseltechnology.com

- 31. PIPE SUPPORTS/GUIDES CLIPS - NOT INCLUDED
- 32. PIPE SUPPORTS/GUIDES - NOT INCLUDED
- 33. ESTIMATED FREIGHT - NOT INCLUDED
- 34. ANCHOR BOLT TEMPLATE - NOT INCLUDED
- 35. SHIPPING SADDLES - NOT INCLUDED
- 36. MESH PAD, SUPPORTS, & INSTALL - NOT INCLUDED N/A
- 37. TRAY SUPPORTS - N/A
- 38. TRAY INSTALL - N/A
- 39. INLET BASKET - NOT INCLUDED N/A
- 40. OUTLET BASKET - NOT INCLUDED N/A
- 41. DOWNCOMER PIPING - NOT INCLUDED
- 42. DESICCANT - N/A
- 43. NITROGEN PURGE - N/A
- 44. (2) SPARE GASKETS & 10% BOLTING FOR BLINDED CONNECTIONS - INCLUDED
- 45. INSTRUMENTATION, VALVES, ETC. - NOT INCLUDED
- 46. INTERNAL COATING - NOT INCLUDED

3.17.2025
CED/NH

ORDINANCE NO. 6-25

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, OF THE CODE OF ORDINANCES TO
AMEND DIVISION 3, SECTION 2-283 TO PROVIDE APPLICATION PROCEDURE AND
STANDARDS OF REVIEW FOR PROPERTY TAX EXEMPTIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 2, Article IV, Division 3, Section 2-283 of the Code of Ordinances, City of Wyoming, Michigan be amended to read as follows:

Sec. 2-283. Annual service charge in lieu of property taxes: Description, Application Procedure, and Standards of Review.

A. Description

1) The annual service charge in lieu of property taxes shall apply as follows:

- a. *Tax exemption.* The tax exemption provided for in subsection (1) of Section 15a of Act 346 of 1966, as amended, shall not apply to any class of housing project within in the city except for multiple family apartment projects for low- and moderate-income persons or families as defined herein.
- b. *Duration.* The property tax exemption hereunder shall remain in effect and shall not terminate so long as the mortgage loan remains outstanding and unpaid or the authority has any interest in the property but not for more than 50 years.
- c. *Establishment.* The establishment of a specific tax exemption shall be by ordinance providing for the tax exemption and payment in lieu of taxes for a specific project within the city.
- d. *Limitation.* For any portion of a housing development occupied by persons other than low- and moderate-income persons or families or elderly persons as defined herein, the service charge to be paid each year in lieu of taxes shall be equal to the full amount of the taxes which would have been paid on that portion of the housing development if the housing development was not tax exempt.
- e. *Contractual effect.* Notwithstanding the provisions of Section 15a(5) of the Act to the contrary, a contract between the city and the sponsor with the authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this division and establishment of the housing development.
- f. *Existing exemptions.* The provisions of this division shall not operate to change the terms and conditions of any tax exemption for any housing development having a tax exemption pursuant to article IV as of the effective date of this ordinance [Ord. No. 3-13].

B. Application Procedure

- 1) Pre-Submittal Conference: A meeting with the Director of Community and Economic Development and the City Manager must occur prior to submitting a service charge in lieu of property taxes application. This meeting is to familiarize the city with the scope of the project and orient the applicant to the city's service charge in lieu of property taxes process and policies.
- 2) Application: All applications shall be submitted to the City Manager's Office and contain the following information:

- a. The name, address, and phone number of the applicant.
 - b. Applicant organization documents to include without limitation: Charters, Articles of Organization, Operating Agreements, Articles of Incorporation, Partnership Agreements, and By-laws.
 - c. A detailed description of the proposed project, including a conceptual site plan and project narrative.
 - d. A graph indicating the number of units proposed and the proportional breakdown of the units by percentages of Area Median Income (AMI).
 - e. Proof of ownership of the property.
 - f. Applicant organization certificate of good standing from the Department of Licensing and Regulatory Affairs.
 - g. Applicant certificate of good standing from the City Assessor stating that the Applicant is not in default of real or personal taxes due to the City.
 - h. Applicant certificate of good standing from the City Treasurer stating that the Applicant is not financially indebted to the City.
 - i. Copies of all loans, mortgages, housing assistance payment contracts, contracts, or any other documents demonstrating eligible financing under the Act.
- C. Standards of Review
- 1) Staff shall use the following for review and determination of a recommendation to Council for an application for annual service charge in lieu of property taxes:
 - a. There shall be no more than two projects with active service charge in lieu of property taxes within ½ mile of each other. If any project is within ½ mile of a previously approved project, then Council shall require:
 - i. Documentation that all housing units within ½ mile of the proposed project average out to at least 30% market rate units and no more than 70% low-income tax credit units.
 - ii. An independent housing study documenting the proposed need. The study shall include information on the area's average median income and how the proposed project serves those who fall in different income bands.
 - iii. High quality building façade finishes, including stone, masonry, wood, hardi-plank and glass rather than vinyl or aluminum siding be used. Metal and stone roof accents shall also be incorporated into the design.
 - iv. Placemaking elements including shared plazas, public art, bicycle racks or other similar elements shall be incorporated into the site design.
 - b. Projects that fall within ½ mile of a property actively receiving service charge in lieu of property taxes shall be given preference if they incorporate:
 - i. Mixed-use – preference will be given to projects which incorporate independent commercial space into the project. Areas used for resident supportive amenities do not count towards this request. A market study shall be provided to support the viability of the proposed commercial.
 - ii. Owner-occupied units – preference will be given to projects which include a minimum of 10% of total project units as owner-occupied.

Section 2. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 3. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 6-25
Introduced: 3.17.2025
Adopted: 4.21.2025

Staff Report

Date: March 11, 2025

Subject: Approve amended Property Tax Exemption ordinance

From: Nicole Hofert, Director of Community and Economic Development

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

Meeting Date: March 17, 2025 (1st Reading) & April 21, 2025 (2nd Reading)

RECOMMENDATION

Approve the amended Property Tax Exemption ordinance, Sec 2-283 to include application procedures and standards of review for annual service charge in lieu of property taxes.

ALIGNMENT WITH STRATEGIC PLAN

- A. PILLAR 1 – Community
 - o GOAL 4 – Encourage more affordable housing in the city.

DISCUSSION

The City's current Property Tax Exemption ordinance does not include application procedures or standards for review.

A revised ordinance has been created that provides direction to staff and developers by outlining the application procedures, including listing required materials to be provided by the developer in the application. Additionally, the ordinance provides standards of review, which provide parameters for project consideration including: distance requirements; placemaking and façade requirements; and requirements to tie the proposal to a demonstrated housing need.

The draft was presented to Council at its March 10 work session.

ATTACHMENTS

Proposed Sec 2-283
Ordinance

###

Sec. 2-283. Annual service charge in lieu of property taxes: **Description, Application Procedure, and Standards of Review.**

A. Description

- 1) The annual service charge in lieu of property taxes shall apply as follows:
 - a. *Tax exemption.* The tax exemption provided for in subsection (1) of Section 15a of Act 346 of 1966, as amended, shall not apply to any class of housing project within in the city except for multiple family apartment projects for low- and moderate-income persons or families as defined herein.
 - b. *Duration.* The property tax exemption hereunder shall remain in effect and shall not terminate so long as the mortgage loan remains outstanding and unpaid or the authority has any interest in the property but not for more than 50 years.
 - c. *Establishment.* The establishment of a specific tax exemption shall be by ordinance providing for the tax exemption and payment in lieu of taxes for a specific project within the city.
 - d. *Limitation.* For any portion of a housing development occupied by persons other than low- and moderate-income persons or families or elderly persons as defined herein, the service charge to be paid each year in lieu of taxes shall be equal to the full amount of the taxes which would have been paid on that portion of the housing development if the housing development was not tax exempt.
 - e. *Contractual effect.* Notwithstanding the provisions of Section 15a(5) of the Act to the contrary, a contract between the city and the sponsor with the authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this division and establishment of the housing development.
 - f. *Existing exemptions.* The provisions of this division shall not operate to change the terms and conditions of any tax exemption for any housing development having a tax exemption pursuant to article IV as of the effective date of this ordinance [Ord. No. 3-13].

B. Application Procedure

- 1) **Pre-Submittal Conference: A meeting with the Director of Community and Economic Development and the City Manager must occur prior to submitting a service charge in lieu of property taxes application. This meeting is to familiarize the city with the scope of the project and orient the applicant to the city's service charge in lieu of property taxes process and policies.**
- 2) **Application: All applications shall be submitted to the City Manager's Office and contain the following information:**
 - a. **The name, address, and phone number of the applicant.**
 - b. **Applicant organization documents to include without limitation: Charters, Articles of Organization, Operating Agreements, Articles of Incorporation, Partnership Agreements, and By-laws.**
 - c. **A detailed description of the proposed project, including a conceptual site plan and project narrative.**
 - d. **A graph indicating the number of units proposed and the proportional breakdown of the units by percentages of Area Median Income (AMI).**
 - e. **Proof of ownership of the property.**
 - f. **Applicant organization certificate of good standing from the Department of Licensing and Regulatory Affairs.**
 - g. **Applicant certificate of good standing from the City Assessor stating that the Applicant is not in default of real or personal taxes due to the City.**
 - h. **Applicant certificate of good standing from the City Treasurer stating that the Applicant is not financially indebted to the City.**

- i. **Copies of all loans, mortgages, housing assistance payment contracts, contracts, or any other documents demonstrating eligible financing under the Act.**

C. Standards of Review

- 1) **Staff shall use the following for review and determination of a recommendation to Council for an application for annual service charge in lieu of property taxes:**
 - a. **There shall be no more than two projects with active service charge in lieu of property taxes within ½ mile of each other. If any project is within ½ mile of a previously approved project, then Council shall require:**
 - i. **Documentation that all housing units within ½ mile of the proposed project average out to at least 30% market rate units and no more than 70% low-income tax credit units.**
 - ii. **An independent housing study documenting the proposed need. The study shall include information on the area's average median income and how the proposed project serves those who fall in different income bands.**
 - iii. **High quality building façade finishes, including stone, masonry, wood, hardi-plank and glass rather than vinyl or aluminum siding be used. Metal and stone roof accents shall also be incorporated into the design.**
 - iv. **Placemaking elements including shared plazas, public art, bicycle racks or other similar elements shall be incorporated into the site design.**
 - b. **Projects that fall within ½ mile of a property actively receiving service charge in lieu of property taxes shall be given preference if they incorporate:**
 - i. **Mixed-use – preference will be given to projects which incorporate independent commercial space into the project. Areas used for resident supportive amenities do not count towards this request. A market study shall be provided to support the viability of the proposed commercial.**
 - ii. **Owner-occupied units – preference will be given to projects which include a minimum of 10% of total project units as owner-occupied.**

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN EMPLOYMENT CONTRACT BETWEEN THE
POLICE OFFICERS LABOR COUNCIL WYOMING DIVISION AND THE CITY OF WYOMING
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN

WHEREAS:

1. The Employment Contract between the Police Officers Labor Council Wyoming Division and the City of Wyoming effective July 1, 2025, through June 30, 2028, was approved by the Police Officers Labor Council Wyoming Division.
2. It is recommended City Council approve the Contract.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming approves the Employment Contract between the Police Officers Labor Council Wyoming Division and the City of Wyoming effective July 1, 2025, through June 30, 2028.
2. The City Council for the City of Wyoming authorizes the Mayor and City Clerk to sign the Employment Contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Settlement agreement
Union ratification notice

Resolution No. _____

**TENTATIVE SETTLEMENT AGREEMENT
CITY OF WYOMING AND THE POLC WYOMING DIVISION**

All changes are subject to ratification by the Police Officers Labor Council Wyoming command Division and approval by City Council.

Date: February 20, 2025

Bold red font indicates proposed language. Strikeouts indicate removal. Regular font is current language with no proposed changes.

1. Article 29, Terms of Contract and Effective Dates

Section 1. Term of Contract. This Contract shall remain in effect until June 30, ~~2025~~ **2028**. It shall automatically be renewed from year to year, unless one of the parties notifies the other party in writing 120 days prior to the expiration date that it desires to modify this Agreement. The conditions of employment, including wages and benefits shall remain in effect, provided the Union files consistent with Act 312 until and at such time as a new Agreement is negotiated or arbitrated.

Section 2. Effective Dates. All provisions of this Contract shall become effective July 1, ~~2021~~ **2025**, and remain in effect through June 30, ~~2025~~ **2028**, unless otherwise stated. Nothing in this Agreement shall be retroactive unless specifically stated herein.

2. Article 10, Leave of Absence and Sick Leave

Section 2. Sick Leave. Employees shall earn and be granted paid sick leave in accordance with the following provisions:

- A. Full-time employees shall accumulate sick leave at the rate of eight (8) hours **per month, beginning the first of the month coinciding with or following the first day of employment. Following the first accumulation, sick leave shall accumulate** for each full month of employment, exclusive of leaves of absence without pay **exceeding 30 days.**

3. Article 12, Bereavement

Days off for death in family for funeral arrangements or services shall be granted as follows:

- A. Whenever any one of the following persons dies and the employee assists in the funeral arrangements, attends the funeral or attends any post-funeral functions or arrangements, the employee shall be entitled to receive time off from work with pay for a period not to exceed three (3) days (except for spouse or child which shall be ~~five (5) days~~ **eight (8) days**) for the following: father, mother, stepparent, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent and grandchild. Also included are stepchildren who have been permanently residing with the employee.

For the following persons the employee shall be entitled to one (1) day off with pay to attend the funeral: niece, nephew, aunt, uncle and spouse's grandparents. In addition, the employee may elect to take an additional two (2) days from the employee's sick time for a total of three (3) days.

4. Article 19, Insurance and Disability Income Plan

Section 1. Health. The Employer shall provide each employee and the employee's dependents with group health coverage, which shall include the following:

- A. The benefits provided under the Employer's sponsored plan, which shall be at least those in effect July 1, 2021 **2025**.
- B. ~~Effective July 1, 2017, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$100 per prescription per fill. (HOUSEKEEPING)~~ Effective September 1, 2022, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$125 per prescription per fill.

~~Effective July 1, 2018, The prescription co-pay shall be \$10 for generic drugs, \$40 for preferred name brand drugs, and \$70 for non-preferred name brand. (HOUSEKEEPING)~~ Effective September 1, 2022, the prescription co-pay shall be \$10 for generic drugs, \$50 for preferred name brand drugs, and \$80 for non-preferred name brand drugs.

Effective July 1, 2017, the prescription drug coverage shall change from an open formulary to a closed formulary.

- C. ~~Effective July 1, 2016, the office visit co-pay shall be \$20. Co-pays for using a specialist shall be \$30 (unless the specialist is the member's primary care physician, in which case it shall be \$20), \$40 for using an urgent care facility, \$100 for using a hospital emergency room (waived if admitted), and \$100 for imaging services (maximum two imaging co-pays per year). (HOUSEKEEPING)~~ Effective July 1, 2021, the office visit co-pay shall be \$25. Co-pays for using a specialist shall be \$40 (unless the specialist is the member's primary care physician, in which case it shall be \$25), \$50 for using an urgent care facility, \$150 for using a hospital emergency room visit (waived if admitted) and \$125 for imaging services (maximum three imaging co-pays per year). **Effective September 1, 2025, the office visit co-pay shall be \$30. Co-pays for using a specialist shall be \$50 (unless the specialist is the member's primary care physician, in which case it shall be \$30), \$65 for using an urgent care facility, the hospital emergency room visit copay shall be \$200 (waived if admitted).**

5. Article 19, Insurance and Disability Income Plan

Section 2. Dental and Vision. The Employer shall provide each employee and the employee's dependents who are enrolled or eligible to be enrolled in the Employer's sponsored health plan with the dental and vision plan, of which benefits shall be at least those in effect July 1, 2021 **2025**.

6. Article 17, Vacations

Section 1. Vacation Leave. *Add the following after the existing paragraph in letter C:*

Example maximum vacation accumulation:

	January 1 Accumulation	Maximum Accumulation	Maximum to carry over on December 31
After 1-4 full years of service	80	240	160
After 5 full years of service	90	270	180
After 6 full years of service	100	300	200
After 7 full years of service	110	330	220
After 8 full years of service	120	360	240
After 9 full years of service	130	390	260
After 10 full years of service	140	420	280
After 11 full years of service	150	450	300
After 12 full years of service	160	480	320
After 13 full years of service	170	510	340
After 14+ full years of service	176	528	352

7. Classification and Salary Schedule

Market-adjust the wages for Police Officer based upon 2024-2025 data, and base July 1, 2025, percent increases on the following market-adjusted wages:

For Police Officer (P30 Range):

	A	B	C	D	E	F
6/30/2025	\$34.00	\$35.64	\$37.35	\$39.15	\$41.03	\$43.00

For Police Corporal (P36 Range):

	A	B	C	D	E	F
6/30/2025	\$37.75	\$39.26	\$40.81	\$42.38	\$43.97	\$45.71

Remove Police Detective from the Classification and Salary Schedule.

Article 20, Wage and Pay Policies

Section 1. Wages. Wage increases shall be as follows:

- **July 1, 2025: 3.50%**
- **July 1, 2026: 3.00%**
- **July 1, 2027: 2.00%**

8. Article 9, Personnel Policies

Section 9. The POLC representative and President of the Union are entitled to receive a copy of information which is directly related to the disciplinary action taken against an employee if there is a grievance filed and the grievance is advanced to ~~Step 4~~ **Step 3** of the grievance procedure. The request for information must be directly related to the disciplinary action and be for specific documents, records, or witness statements. The request must be given to the Director. Neither the Union nor the grievant shall retaliate against any employee or other party who provides information or is a witness in the investigation as a result of the information being released.

9. Article 26, Pension – Defined Benefit and Defined Contribution, Retiree Health Insurance, Post Employment Health Plan, Retiree Dental Insurance, and Retiree Life Insurance

Section 2. Defined Contribution.

The Employer shall contribute **8.5%** of an employee's compensation into the Employer's sponsored Defined Contribution Plan.

An employee shall be eligible to participate in the Plan after completing one year of service with the Employer. Compensation shall have the same meaning as under the Section 2.13 of the Defined Contribution Plan, **plus overtime pay and holiday overtime pay**. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the **8.5%** Employer contribution calculated as if the employee was actively working. Participants in the defined contribution plan are subject to the rules and regulations of the Employer's sponsored Plan. An employee eligible to participate in the Defined Contribution Plan shall not be eligible to participate in the Employer's Defined Benefit Plan. Plan rules and regulations are subject to the City's Defined Contribution Plan.

10. Article 26, Pension – Defined Benefit and Defined Contribution, Retiree Health Insurance, Post Employment Health Plan, Retiree Dental Insurance, and Retiree Life Insurance

Section 1. Defined Benefit.

***Tentative Settlement Agreement Point #10 is subject to the determination made in the actuary's report. If the valuation is not in line with the City's expectations, this provision is subject to negotiation. ***

Add subpoint I:

- I. The Deferred Retirement Option Plan (DROP) shall be made available to eligible members of the bargaining unit. The benefit for POLC non-supervisory members shall be 75% of the pension calculation and administered in accordance with the City of Wyoming Defined Benefit Plan. Between July 1, 2025, and June 30, 2028, eligible employees who elect to participate in the DROP shall make an irrevocable election to terminate employment with the Employer and retire upon ceasing participation in the DROP, which they must do no later than three (3) years after entering the DROP, unless they shall be separated from employment at an earlier date as set forth in the City of Wyoming Defined Benefit Plan. No POLC non-supervisory members may become eligible for the DROP after June 30, 2028. Any POLC non-supervisory members who entered the DROP before July 1, 2028, will remain in the DROP until they separate from employment, but the DROP will be closed to new entrants and this provision removed from any successor contracts.**

11. Article 26, Pension – Defined Benefit and Defined Contribution, Retiree Health Insurance, Post Employment Health Plan, **and** Retiree Dental Insurance, ~~and Retiree Life Insurance~~

Remove retiree life insurance from title of the article (HOUSEKEEPING).

CITY REPRESENTATIVE:



Emily Vande Griend

3/10/25

Date

UNION REPRESENTATIVE:

David Thomas

Dave Thomas

March 3, 2025

Date

Vande Griend, Emily

From: Dave Thomas <dthomas@milaborcouncil.org>
Sent: Friday, March 14, 2025 4:10 AM
To: Vande Griend, Emily
Cc: Rachel Clore; Clore, Rachel; Yancho, Joshua
Subject: Ratification Vote

External Email - Think Before You Click

Emily,

Please let the Email serve as notice that the Wyoming Patrol POLC Group approved the T/As and Ratified the contract last night.

Please advised me as soon as the employer Ratifies the Contract.

Should you have any questions please feel free to give me a phone call or send me an email.

Dave Thomas