

AGENDA

Committee on Ways and Means March 4, 2025 at 3:30 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.
To view the meeting live and participate in virtual public comment: <https://www.lansingmi.gov/1212/Council-Committee-Meetings>

Council Member Hussain, Chairperson
Council Member Garza, Vice Chairperson
Council Member Spadafore, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. February 19, 2025
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. RESOLUTION - Grant Acceptance; Early Voting Grant
 - C. RESOLUTION - Grant Application; Michigan Department of Transportation Local Bridge Program
 - D. RESOLUTION - Grant Application; Michigan Natural Resources Trust Fund (MNRTF) Grant, land acquisition of 4 parcels for Adado Riverfront Park and Burchard Park
 - E. RESOLUTION - Grant Application; Michigan Natural Resources Trust Fund (MNRTF) Grant; Gier BMX Track Improvements
 - F. RESOLUTION - Grant Acceptance; Bloomberg American Sustainable Cities Grant
 - G. RESOLUTION - Donation Acceptance; Women Lawyers Association of Michigan, Mid-Michigan and individual donations to the Lansing Police Department CARE Unit
 - H. Sole Source Purchase; Lansing Police Department request for Core Technology Corp. - AXON as the vendor to customize a new records management system
 - I. Sole Source Purchase; Finance Department request for Plante Moran as the vendor for assistance in filings of Federal E Filing 1094-C and 1095-C Service
 - J. Sole Source Purchase; Public Service Department Wastewater Division request for Hamlett Environmental Technologies as the vendor for the

purchase of a Stainless-Steel Slide Gate for Ultraviolet Disinfection Channel No. 3.

- K. Sole Source Purchase; Public Service Department Wastewater Division request for Ironbrook as the vendor for the purchase of Ultraviolet Disinfection (UV) system lamps and replacement parts
- L. Sole Source Purchase; Public Service Department Wastewater Division request for DuBois-Cooper Associates as the vendor for the purchase of Duperon bar screens and compactors

6. Other

7. Adjourn

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



MINUTES
Committee on Ways and Means
Wednesday, February 19, 2025 @ 3:30 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Hussain called the meeting to order at 3:30pm

PRESENT

Council Member Adam Hussain, Chair
Council Member Jeremy Garza, Vice Chair
Council Member Peter Spadafore, Member

OTHERS PRESENT

Renee Richmond, Council Administrative Assistant
Charles Randall, Internal Auditor
Lisa Hagen-Lawrence, OCA
Chris Swope, City Clerk

Minutes

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES OF FEBRUARY 5, 2025 TO PLACE ON FILE. MOTION CARRIED 3-0.

Public Comment

Discussion/Action:

RESOLUTION – Grant Acceptance; Help America Vote Act (HAVA) Physical Security and Election Resiliency Grant

Mr. Swope stated the Bureau of Elections is distributing and have allocated every city/township in Michigan \$1,000 per precinct, therefore they are getting \$32,000 to spend on a broad list of security related things and have until February 27th to spend it. Some of the things they have or are looking to replace laptops that are updated, stations for directing voters for early voting sites, and memory cards in the tabulators.

Councilmember Hussain asked if this is a reimbursement-based grant with no city match, Mr. Swope confirmed this is correct. Councilmember Garza asked if there is any jeopardy of fallback from Federal Government, Mr. Swope stated his understanding is the State already has this so no.

Councilmember Hussain asked since this was awarded last October, why is this so late. Mr. Swope answered it was election time and very crazy.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE; HELP AMERICA VOTE ACT (HAVA) PHYSICAL SECURITY AND ELECTION RESILIENCY GRANT. MOTION CARRIED 3-0.

OTHER

ADJOURN

Adjourned at 3:34p.m.

Submitted by,

Renee Richmond, Recording Secretary, Lansing City Council

Approved by the Committee on

DRAFT



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Grant Acceptance – 3972 Early Voting Grant

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

This is an acceptance resolution for the Early Voting Grant from the State of Michigan to City of Lansing – City Clerk to support the administration of election activities from November 2023 to present. The grant award of \$195,000 was delivered in January of 2024 and used during the 2024 election cycle to purchase equipment. The grant funds will also reimburse for election costs incurred.

Comments / Questions

None.

Opinion

Internal Audit recommends approval of the resolution.



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 2/24/25

GRANT NAME: Early Voting Grant I

DEPARTMENT: City Clerk

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Chris Swope 517-483-4130

APPLICATION DATE 09/2023 AWARD DATE (S): REIMBURSEMENTS

GRANT CYCLE: None Check One: Annual ☒ One-Time

FUND AMOUNT: \$195,000 (Breakdown below should total this amount)

GOODS & SERVICES	\$160,000
PERSONNEL	\$35,000
CONSTRUCTION	\$0
LAND	\$0
OTHER (Training)	

CITY MATCH (IF APPLICABLE): \$0

GRANT PAYS FOR:

Reimburse the City of Lansing for approved early voting election expenses from November 2023 to the present. It was recently discovered that this is considered by Lansing Finance Department as a grant and follow a grant process rather than to received reimbursements payments like the Clerk's Office does for a school or county millage election.

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

The grant will reimburse the City Clerk's Office for Early Voting Election Inspector wages paid by the City and value of the equipment purchased by the State of Michigan which was delivered in January 2024.

2024 Plan

36 Precincts

27 Locations

4 (or 2) EV Sites

	Current Inventory	Election Day	EV site #1	EV site #2	EV site #3	EV site #4
Tabulators	49	36	4	4	4	4
ICXs	35	27	1	1	1	1
Ballot on-demand (ICX Prime/Printer)	0	0	3	3	3	3

NEED:	Cost	#of Units	Total Cost
12 ICX Prime*	5212.5	12	\$ 62,550.00
12 Tabulators**	6496.2	12	\$ 77,954.40
			\$ 140,504.40

*Cost to updrage current ICX is \$815.00

**9 extras but not all ICPs at EV sites if we operate 4 sites with 4 tabulators each

Total Ask \$ 334,956.68

Election

Unit	City Hall	Total
0	0	-3
1	1	2
0	0	-12

4 (or 2) Sites
12 check-in stations

24 EV E-pollbook Inspectors
8 Tab Inspectors
4 Application Inspectors
4 Chairs
4 Supervisors

44 workers \$ 59,400.00 per election
9 days
10 hours
\$15/hr
\$52,650 per election

\$ **118,800.00** August & November 2024

Item	Price
Computers	\$ 16,188.00
Bar Code Scanners & stand	\$ 756.00
Internet Connectivity	\$ 4,860.32
Printers	\$ 999.96
Secrecy Sleeves with pocket	
Vendor Support	\$ 50,400.00
Mobile Workstations	
Daily ballot bags for storage inside large ballot bags	\$ 2,448.00
	\$ 75,652.28

Product

Dell Latitude 5540 15.6" Laptop with number keypad = \$1,349.00 from Dell
Dell Inspiron 15 Laptop 3520 – 15.6" with number keypad = \$809.99 from Dell
E-Pollbook Barcode Scanner Reader - Election Source \$63
WLR8950 Barcode Scanner USB \$99
Hands Free stand for WLR8950 \$49
\$1215.08/access point
Brother MFC-L2710DW Wireless Laser All-In-One Monochrome Printer - \$249.99
Waiting on Quote from Foresight
Pockets – \$50 for box of 100
\$1400/precinct/year
This one might work from Office Depot \$135.99 Regular price
https://www.officedepot.com/a/products/3579840/Mount-It-MI-7970-Height-Adjus
Election Source Test Bag BA-18 - \$17.00

Notes

Slated to purchase 15 this fiscal year; How many do we want to put in the grant? 12 - one for each station?

1/checkin station = 12

4 sites = 4 access points

1 printer for each site with 4 sites = 4

200 sleeves-

How many would we want?

[table/](#)

9 bags per tabulator/ballot bag = 144 bags

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

WHEREAS, the City of Lansing has been awarded a State of Michigan Early Voting Grant to support early voting operations in the City of Lansing in the amount of \$195,000; and

WHEREAS, the grant is to support the administration of elections activities including, but not limited to election inspectors' wages and additional voting equipment.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby authorizes the administration to accept the proposed grant, subject to the terms of the grant agreement.

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds, and to execute any necessary agreements upon approval as to form by the City Attorney.



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Grant Application – 3971 MDOT Bridge Local Bridge Program for FY28

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

This resolution approves the grant application for the Local Bridge Program Grant from the Michigan Department of Transportation to City of Lansing, Public Service Department, for local bridge costs in fiscal year 2028. The deadline for application submission is April 1, 2025. The department's intended use is to perform preventative maintenance on two bridges. The grant is planned to cover \$1,065,400 of the \$1,552,000 in estimated costs and the City incurring matching costs of \$456,600. The matching funds are planned to come from Act 51 funds.

Comments / Questions

None

Opinion

Internal Audit recommends approval of the resolution.



**LANSING CITY COUNCIL
GRANT INFORMATION FORM**
(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Michigan Local Bridge Program for FY 2028

GRANT AGENCY: MDOT

ASSISTANCE LISTING NO. (formally known as CDFA):

DEPARTMENT: Public Service

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Andy Kilpatrick, Andrew.Kilpatrick@lansingmi.gov, 517-483-4248

APPLICATION DATE: ___April 1, 2025

AWARD DATE: ___October 2025

GRANT CYCLE START DATE: _____

GRANT CYCLE ENDING DATE: _____

Check One: ___Annual ☒ One-Time

FUND AMOUNT: \$1,522,000 (Breakdown below should total this amount)

GOODS & SERVICES	\$ _____
PERSONNEL	\$ _____
CONSTRUCTION	\$ <u>\$1,522,000</u>
LAND	\$ _____
OTHER (Training)	\$ _____

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

The Michigan Local Bridge Program provides funding for bridge replacement, rehabilitation and preventative maintenance in the Act 51 road system. MDOT provides up to 95% of the funding of the project and the City pays 5%. The City is applying for preventative maintenance funding for Pennsylvania Avenue over the Red Cedar River and Mt Hope Avenue over Sycamore Creek. Funding would be used for the construction of the project including associated approach work and traffic control. The City would be responsible for engineering costs (design and construction). Funding is only required if the City is awarded a project.

PROJECTED OBJECT CODE DETAIL:

Account	Description	Amount

CITY MATCH (IF APPLICABLE):

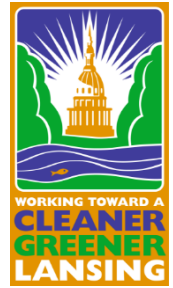
Account	Description	Amount
202.453601.974100.50006 Bridge Rehab	5% City Construction Match	\$76,100



Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT

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



To: Andy Schor, Mayor

From: Daniel E. Danke, PE, Project Engineer **DED**

Date: February 5, 2025

Subject: FY 2028 Local Bridge Funding Applications - Resolution

Attached is the resolution for the City of Lansing's bridge funding application to be placed on the City Council agenda. A resolution from the legislative body supporting the project is required with each application. Bridge funding applications are to be submitted by April 1, 2025.

For FY 2028, the City of Lansing is submitting two projects.

Priority 1 – Preventive Maintenance on Pennsylvania Avenue over the Red Cedar River. The Pennsylvania Avenue/Red Cedar work involves bridge railing replacement, expansion joint replacement, substructure patching, crack sealing, sidewalk widening, riprap, and approach work. The estimated construction cost of the project is \$1,192,000. If approved, the City would be responsible for 5% of the construction costs (\$59,600) and for the engineering costs (estimated at \$298,000).

Priority 2 – Preventative Maintenance on Mt Hope Avenue over Sycamore Creek. The Mt Hope/Sycamore Creek work involves repair of slope protection, placement of riprap, and removal of debris from the river. The estimated construction cost of the project is \$330,000. If approved, the City would be responsible for 5% of the construction costs (\$16,500) and for the engineering costs (estimated at \$82,500).

Typically, the City of Lansing gets up to two projects funded each year. If a project is selected, the City share come from Act 51 funds. If you have any questions, please let me know.

Approved Nicole McPherson Date: 2-05-2025
Nicole McPherson, PE, City Engineer

Approved Andy Kilpatrick Date: 2-05-2025
Andy Kilpatrick, PE, Director of Public Service

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

**RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION APPROVING APPLICATION TO MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR LOCAL BRIDGE PROGRAM FUNDING**

WHEREAS the Michigan Department of Transportation (MDOT) is currently soliciting applications for candidate projects for the Local Bridge Program to be funded in the 2028 fiscal year; and

WHEREAS April 1, 2025 is the deadline for submitting the applications; and

WHEREAS up to three funding applications per agency for bridge projects can be submitted in accordance with the MDOT Call for Projects; and

WHEREAS multiple preventative maintenance projects can be bundled together as one application; and

WHEREAS the City of Lansing, Public Service Department, intends to submit Local Bridge Program funding applications to MDOT for the following two projects listed in the order of priority and funding category:

<u>Priority</u>	<u>Project</u>	<u>Funding Category</u>
1.	Pennsylvania Avenue over Red Cedar River	Preventative Maintenance
2.	Mt Hope Avenue over Sycamore Creek	Preventative Maintenance

WHEREAS, if successful, the City would receive state or federal funding to finance 95% of construction cost, and the City would fund 5% of the construction and 100% of the engineering costs for any bridge project selected; and

WHEREAS the estimated construction cost of the above listed projects and City's share of construction and engineering costs are tabulated below; and

#	Project	Estimated Construction Cost	City's Share		
			Match 5%	Engineering 25%	TOTAL
1	Pennsylvania Ave over Red Cedar River	\$1,192,000	\$59,600	\$298,000	\$357,600
2	Mt Hope Avenue over Sycamore Creek	\$330,000	\$16,500	\$82,500	\$99,000

WHEREAS, any one or any combination of the above two projects could be approved for 2028 funding.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council approves the submittal of the FY 2028 funding applications for the MDOT's Local Bridge Program as listed in the priority above.

BE IT FURTHER RESOLVED that upon grant award, the Mayor is authorized through the Public Service Director to administratively appropriate the necessary accounts for City costs associated with any bridge project selected, which will be budgeted with Act 51 funds.



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Grant Application & Acceptance – 3975 Michigan Natural Resources Trust Fund Grant – Land Acquisition

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

This resolution approves the grant application and grant acceptance for a Michigan Natural Resources Trust Fund Grant (MNRTF) from the Michigan Department of Natural Resources to City of Lansing, Parks and Recreation Department. The application for this grant is due April 1, 2025. The purpose of this grant is to purchase real property, railroad owned, located along the River Front in Adado Riverfront Park and Buchard Park.

The grant total is \$400,000 plus a City match of 25% (\$100,000) to be funded from the Parks Millage. Total Project cost is estimated to be \$541,000. Therefore, estimated total City project costs is \$141,000.

DNR Grant	\$400,000
City 25% Match	\$100,000
Grant Total	<u>\$500,000</u>
Project Total	\$541,000
Project Over Grant	<u>\$ 41,000</u>
Total City Project Cost	\$141,000

Comments / Questions

None

Opinion

Internal Audit recommends approval of the resolution.



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: February 11, 2025

GRANT NAME: Norfolk Southern Acquisitions

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, 483-4042, brett.kaschinske@lansingmi.gov

APPLICATION DATE 4/01/2025 AWARD DATE: 12/08/2025

GRANT CYCLE: Check One: ____Annual ☒ One-Time

FUND AMOUNT: \$541,000.00 (Breakdown below should total this amount)

GOODS & SERVICES	\$
PERSONNEL	\$
CONSTRUCTION	\$
LAND	\$400,000 (grant)
OTHER (Sponsorship)	\$

CITY MATCH (IF APPLICABLE): \$141,000.00

GRANT PAYS FOR: The acquisition of 4 Norfolk Southern properties downtown along the River Front

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

Funds will be utilized to acquire 4 Norfolk Southern properties downtown along the River Front in Adado Riverfront and Burchard.

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

Authorizing Michigan Natural Resources Trust Fund (MNRTF) Grant Funding

WHEREAS, the Parks and Recreation Department is applying for grant funding through Michigan Natural Resources Trust Fund (MNRTF); and

WHEREAS, MNRTF will be accepting grant applications for the next grant cycle no later than April 1, 2025; and

WHEREAS, MNRTF requires a resolution from the governing body of the applicant supporting the applications, acknowledging the required match and committing to the amount and source of match that are specified in the applications; and

WHEREAS, the Parks and Recreation Director is recommending the City apply for grant funding for the following projects:

TF25-0025 Acquisition of parcels #33-01-01-09-407-062, #33-01-01-09-452-022, #33-01-01-16-203-092, and #33-01-01-16-202-082	\$400,000
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NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the submission of grant applications to the Michigan Natural Resources Trust Fund for the above acquisitions; and

BE IT FINALLY RESOLVED that the City of Lansing, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the City of Lansing Parks and Recreation Department does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide funding with a maximum 26% or \$141,000 match the grant authorized by the department.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the department for auditing at reasonable times in perpetuity.
3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with all terms of said Agreement included all terms not specifically set forth in the foregoing portions of this Resolution.

NS Properties Adjacent to City Parks



Parcel 33-01-01-09-407-062
Zoning - Industrial
0.88 Acres
Land Value \$56,004

Parcel 33-01-01-09-452-022
Zoning - Industrial
1.04 Acres
Land Value \$66,239

Parcel 33-01-01-16-203-092
Zoning - Heavy Industrial
0.46 Acres
Land Value \$24,925

Parcel 33-01-01-16-202-082
Zoning - A-1 Residential
0.53 Acres
Land Value \$57,750

*Submitted @
mkg*



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Grant Application & Acceptance – 3979 Michigan Recreation Passport Grant – Gier BMX Track Improvements

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

This resolution approves the grant application and grant acceptance for a Michigan Recreation Passport Grant (MRPG) from the Michigan Department of Natural Resources to City of Lansing, Parks and Recreation Department. The application for this grant is due April 1, 2025. The purpose of this grant is to construct improvements to the Gier Park BMX Track.

The grant total is \$150,000 plus a City match of 25% (\$37,500) to be funded from the Parks Millage. Total Project cost is estimated to be \$203,000. Therefore, estimated total City project costs is \$53,000.

DNR Grant	\$ 150,000
Qty 25% Match	\$ 37,500
Grant Total	<u>\$ 187,500</u>
Project Total	<u>\$ 203,000</u>
Project Over Grant	\$ 15,500
Total Qty Project Cost	\$ 53,000

Comments / Questions

None

Opinion

Internal Audit recommends approval of the resolution.



LANSING CITY COUNCIL
GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: January 17, 2025

GRANT NAME: Gier BMX Track Improvements

DEPARTMENT: Parks and Recreation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brett Kaschinske, 483-4042, brett.kaschinske@lansingmi.gov

APPLICATION DATE 4/01/2025 AWARD DATE: 12/08/2025

GRANT CYCLE: Check One: ____Annual ☒ One-Time

FUND AMOUNT: \$203,000.00 (Breakdown below should total this amount)

GOODS & SERVICES	\$150,000.00 (grant)
PERSONNEL	\$
CONSTRUCTION	\$
LAND	\$
OTHER (Sponsorship)	\$

CITY MATCH (IF APPLICABLE): \$53,000.00

GRANT PAYS FOR: Improvements to the BMX track including a new starter gate.

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

Funds will be utilized to install a new starting gate and track improvements.

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

Authorizing Michigan Natural Resources Trust Fund (MNRTF) Grant Funding

WHEREAS, the Parks and Recreation Department is applying for grant funding through Michigan Recreation Passport Grant (MRPG); and

WHEREAS, MRPG will be accepting grant applications for the next grant cycle no later than April 1, 2025; and

WHEREAS, MRPG requires a resolution from the governing body of the applicant supporting the applications, acknowledging the required match and committing to the amount and source of match that are specified in the applications; and

WHEREAS, the Parks Board at its February 12, 2025 meeting voted unanimously to approve the submission of the grant; and

WHEREAS, the Parks and Recreation Director is recommending the City apply for grant funding for the following projects:

RP25-003 Gier BMX Improvements	\$150,000
Parks Millage Match 26%	\$53,000

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the submission of a grant application to the Michigan Recreation Passport Grant for the above project; and

BE IT FINALLY RESOLVED that the City of Lansing, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the City of Lansing Parks and Recreation Department does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide funding with a minimum \$53,000 to match the grant authorized by the MRPG.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the MRPG for auditing at reasonable times in perpetuity.
3. To comply with any and all terms of said Agreement included all terms not specifically set forth in the foregoing portions of this Resolution.



Submitted @ mlg



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Grant Acceptance – 3981 Bloomberg American Sustainable Cities Grant

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

This is an acceptance resolution for the Bloomberg American Sustainable Cities Grant from Bloomberg Philanthropies to City of Lansing – Mayor’s Office for a project to reduce the energy burden in disadvantaged neighborhoods. The grant award includes a three-member innovation team and \$120,000 in funding for non-personnel costs related to supporting the team. There is no local match. The City was notified of the award in January 2021 with a grant period from March 3, 2024 to February 28, 2027.

Comments / Questions

None.

Opinion

Internal Audit recommends approval of the resolution.



LANSING CITY COUNCIL

FY25 GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

PREFERRED REFERRAL DATE: - 2/24/2025

GRANT NAME: - Bloomberg American Sustainable Cities Other Than Personnel Services Grant

GRANT AGENCY: - John Hopkins University/Bloomberg Philanthropies

ASSISTANCE LISTING (CDFA): - N/A

DEPARTMENT: - Mayor's Office

CONTACT NAME: - Jake Brower

CONTACT PHONE: - 517-483-4576

GRANT PERIOD START: - 3/1/2024

GRANT PERIOD END: - 2/28/2027

APPLICATION DATE: - 08/2023

AWARD DATE: - 01/2024

TOTAL AMOUNT: - \$120,000

ADMINISTRATIVE COST RECOVERY AMOUNT: -

SUMMARY OF GRANT PURPOSE AND ALLOWABLE USES:

BASC Cities are expected to use funds in accordance with the intentions of the Program and must be used for other than personnel services (OTPS) expenses directly related to support the i-team's work during the Program. Allowable uses include equipment, supplies, travel, and training.

PROJECTED ACCOUNT CODE DETAIL (OBJECT MINIMUM):

Account	Description	Amount
273-172300-956000-XXXXX	Miscellaneous Operating	\$120,000

MATCHING FUNDS ACCOUNT CODE DETAIL (IF APPLICABLE):

Account	Description	Amount

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

WHEREAS, the City of Lansing is a recipient of the Bloomberg American Sustainable Cities grant, which will embed three innovation-team members as city staff to help deliver a project aimed at reducing energy burden in disadvantaged neighborhoods by promoting tree canopy growth and use of solar; and

WHEREAS, as part of the grant award, Bloomberg Philanthropies is supporting the city and i-team members by covering the cost of non-personnel related expenses such as technology needs, training, transportation and others; and

WHEREAS, Bloomberg Philanthropies is awarding Lansing \$120,000 to cover non-personnel related expenses over the term of the grant, and requires no local match.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves acceptance of the Bloomberg American Sustainable Cities grant in the amount of \$120,000 for the purposes of covering the cost of non-personnel related expenses.

BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, make necessary transfers for administration in accordance with the requirements of the grantor, and execute any necessary documents or agreements subject to approval as to form by the City Attorney.



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Donation Acceptance – 3976 Donations to Capital Area Response Effort

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

This is an acceptance resolution for various donations to the Lansing Police Department - Capital Area Response Effort (CARE) Unit. All the donations are from the Domestic Violence Awareness Month, October. The resolution recognizes the individual checks received with a significant amount coming from Woman Lawyers Association of Michigan. All of the donations are unrestricted but intended for use in the Patrol Division's CARE Unit.

Comments / Questions

Thank-you to everyone for the generous donations and MID MI WLAM for hosting a CARES event.

Opinion

Internal Audit recommends approval of the resolution.

Join Women Lawyers Association of
Michigan (WLAM), Mid-Michigan in
partnership with and to support
Capital Area Response Effort (C.A.R.E.)

**Wednesday,
October 23rd | 5:30 PM
MORIARTY'S**

(802 E. Michigan Ave. Lansing, MI)

Happy Hour for Hope

**Support C.A.R.E. in October for
Domestic Violence Awareness Month**

**Tickets: \$20 advance of event
or \$25 at the door**

Live Music, Light Appetizers

All Proceeds to Benefit C.A.R.E.

THIS CHECK HAS VARIOUS SECURITY FEATURES INCLUDING BLUE BACKGROUND & WATERMARK

FOSTER SWIFT
FOSTER SWIFT COLLINS & SMITH PC | ATTORNEYS

GENERAL ACCOUNT

COMMERCIAL BANK
ITHACA, MICHIGAN
74-355 / 724

487422

487422

Date: 10/23/24

313 S. Washington Square • Lansing, MI 48933

Pay: Five hundred fifty and 00/100***** \$ ***550.00***

PAY TO THE
ORDER OF

CAPITAL AREA RESPONSE EFFORT (CARE)

Christina Auten



ZEN

PAY to the ORDER of Lansing CARE Program \$ 500.00 DOLLARS

Five hundred Dollars and 00/100

ADAM & JACQUELYN DUPLER
11685 PRESTLE CT.
DEWITT, MI 48820

date 10.23.2024

559

MICHIGAN STATE UNIVERSITY
FEDERAL CREDIT UNION
(800) 678-4388
WWW.MSUFU.ORG

Fundraiser for M State Michigan
Jacquelyn Dupler

© 2019 MSUFU

ALUMNI CHAPEL

MID MI WLAM
120 N WASHINGTON SQ STE 110A
LANSING, MI 48933-1609

1040
74-7966/2724

11/12/24 Date

CHECK ARMOR

PAY TO THE ORDER OF Capital Area Response Effort \$ 2,731.96

Two Thousand Seven Hundred Thirty one 96/100 DOLLARS

MICHIGAN STATE UNIVERSITY
FEDERAL CREDIT UNION
3777 WEST ROAD, EAST LANSING, MI 48823

FOR DONATION Melanie Byde

Harland Clarke

Carol A. Siemon
1704 Wood Street
Lansing, MI 48912

6197
9-7826/2720

Oct 24, 2024 Date

Pay to the Order of CARE \$ 25.00

twenty-five and 00/100 Dollars

Lake Trust Credit Union

For Carol A Siemon

BYRNE LAW PLLC
LOGAN P BYRNE
PO BOX 323
DEWITT, MI 48820

176
74-7966/2724

10/23/24 Date

CHECK ARMOR

Pay to the Order of CARE Program \$ 25.00

Twenty Five Dollars and Zero Cents Dollars

msufcu

For Donation

Resolution #2025-###

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, Wednesday October 23rd, 2024 MID MI WLAM (Women Lawyers Association of Michigan) held a fundraising event “Happy Hour for Hope” in support of the C.A.R.E. unit for Domestic Violence Awareness Month and;

WHEREAS, WLAM donated \$2,731.96 to the LPD CARE Unit; and Carol A. Siemon donated \$25; and Logan P. Byrne donated \$25; and Adam & Jacquelyn Dupler donated \$500.00; and Foster Swift Foster Swift Collins & Smith PC Attorneys donated \$550 and;

WHEREAS, the combined donations are not specifically designated for use and will therefore be used for CARE Unit operations; and

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the donations to the LPD CARE Unit, a division of Patrol totaling \$3,831.96; and

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



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Sole Source Purchase – Core Technology Corp. – System Integration w/ LEIN

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

- Department: Police Department
- Vendor: Core Technology Corporation
- Item/Service: Integration of current system to LEIN system for compliance
- Dollar Amount: \$34,740
- Justification: 206.05 (c) (3) – Special services required & (5) Limited or proprietary source – LEIN data reporting

Notes / Comments / Questions

- AXON was contracted in 2022 to provide a solution for LPD records management system, to include compliance with data reporting to the LEIN system. CORE is the only vendor in Michigan to provide licensed LEIN API access and advise on data conversion for submission.
- New LPD records management system data is mapped to standardized LEIN format. And a process is developed for ongoing data manipulation for LEIN reporting.

Opinion

The purchase meets necessary requirements for sole sourcing.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: September 24, 2024

SUBJECT: Sole Source – Core Technology

The Lansing Police Department requests that Core Technology be designated as a Sole Source vendor for the LEIN access for the new records management system from Axon.

Please see the attached letter from Chief Robert Backus regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Core Technology the amount of \$ 34,740.00 from account 7320112200 ARP Funding per the request of the Lansing Police Department.

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor



Robert Backus, Chief

LANSING POLICE DEPARTMENT

120 W. MICHIGAN AVENUE, LANSING MI 48933

ROBERT BACKUS, CHIEF

517.483.4600 | lansingpolice.com



Andy Schor, Mayor

To: Purchasing Department
Subject: Sole Source Request – Lansing Police Department
Date: September 16, 2024

The Lansing Police Department has contracted with AXON to customize a new Records Management System for department use. This contract was signed by Mayor Schor on September 29, 2022.

Within the Scope of Work for this signed contract, AXON has committed to the following items:

1. Building an interface with LEIN (Law Enforcement Information Network) that will import Warrant/PPO/Bond Condition Violation information to the Master Name Index of person entries.
2. Axon will import legacy data (including cases and attachments) from Premiere One (SRMS).

For building the interface with LEIN, AXON must work with CORE Technology as this is the only Vendor in the state of Michigan that provides LEIN access for agencies ensuring CJIS compliance.

For importing legacy data, CORE Technology is the only vendor the Lansing Police Department has identified has having prior experience cleaning data from Premiere One (SRMS).

Both of the above identified features are required for the AXON RMS to function properly for Lansing Police Department needs in managing records. I am requesting a sole source purchase of the following:

1. \$6,950.00 for the interface with LEIN through CORE Technology; and
2. \$27,790.00 for the cleaning of Premiere One (SRMS) data for conversion into AXON RMS.

The total sole source request from CORE Technology amounts to \$34,740.00. Money to pay for these services will come from ARP Funding for AXON Records Management System, Account # 7320112200. As part of this project, allocated ARP Funding for the AXON Records Management System was reserved to pay for the required integrations needed to make the AXON RMS project successful.

Respectfully,

Robert Backus, Chief of Police

"CAPITAL CITY'S FINEST"

Excellence - Character - Teamwork - Respect - Courage

Quote For: Lieutenant of Staff Services, Michelle Spoelma
michelle.spoelma@lansingmi.gov
517-483-8840
Lansing Police Department
124 West Michigan Avenue
Lansing, MI 48933
United States

Prepared By: Sarah Lee
Phone: +15172566895
Email: slee@coretechcorp.com

License - One time Fee

PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
Talon React API	Talon React Application Program Interface	1	\$1,600.00	\$1,600.00
SUBTOTAL				\$1,600.00

Services - One time fee

PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
Core - Programmer Services	Developer will provide services for this project.	8	\$300.00	\$2,400.00
Core - Project Management Services	Project Manager will provide services to coordinate efforts to successfully implement the solution.	1	\$250.00	\$250.00
Core - Installation and Configuration Services	Experienced Technician will install and configure the solution.	8	\$250.00	\$2,000.00
Core - Training Services	Solutions Trainer will provide education on products and features of the solutions.	1	\$250.00	\$250.00
SUBTOTAL				\$4,900.00

Maintenance

PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
Talon React API Support	Talon React API Support	1	\$450.00	\$450.00
SUBTOTAL				\$450.00

TOTAL

\$6,950.00

Comments

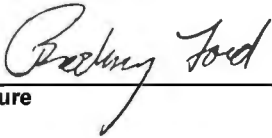
API for Axon to use to access LEIN and data sharing data

Terms & Conditions:

This is a price quote for the product and/or services names above, it is valid through the expiration date. Core Technology Corporation reserves the right to withdraw this price quote if it is not accepted by the expiration date.

1. This Order Authorization form incorporates by reference the following document(s) between Core and Customer: o Software License Agreement; and (if applicable) o Core Service Bureau terms and conditions; and (if applicable) o Statement of Work.
2. Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Core Technology Corporation.
3. Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
4. Each party executing this Order Authorization acknowledge and warrant that [he][she] is duly authorized by Core and/or the Customer to execute this Order Authorization on Core's and/or the Customer's behalf.
5. Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
6. Transmission of images of signed Order Authorization forms by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed document Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

Signature


Signature

9/11/2024
Date

Rodney Ford
Printed name

Countersignature

Countersignature

Date

Printed name

Please sign and return.



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Sole Source Purchase – Plante & Moran – Tax Filing Services

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

- Department: Finance Department
- Vendor: Plante & Moran
- Item/Service: Professional Services to File Tax Documents for calendar / tax year 2024
- Dollar Amount: \$18,100
- Justification: 206.05 (c) (3) – Special services required – Federal IRS filings

Notes / Comments / Questions

- Annual filing of unique, complex and voluminous reports to the IRS.
- Packet contains 2023 documents for reasonableness comparison.

Opinion

The purchase meets necessary requirements for sole sourcing.



FINANCE DEPARTMENT
124 W Michigan Ave., 8th Floor
Lansing, Michigan 48933
517.483.4500

To: Andy Schor, Mayor

From: Desiree A. Kirkland, Finance Director

Date: January 06, 2025

Subject: Sole Source Procurement 206.05(c)(3): Special Services Or Facilities Are Required–Plante Moran

Please let this memo serve as justification for obtaining a sole source contract with Plante Moran for the period beginning on the "Contract Effective Date" of January 1, 2025, and ending on April 31, 2025. The cost of this agreement is \$18,100

It's that time of the year again when the City is required to furnish and file Forms 1094-C and 1095-C to remain in compliance with the Affordable Care Act (ACA) reporting requirements as defined by IRS §6055 and §6056. This year's reporting requires Applicable Large Employers (ALEs) to furnish forms 1094-C and 1095-C by March 1, 2024. We need to begin preparations now so that we can ensure compliance by the March 2024 filing date.

Plante Moran has specialized knowledge and expertise regarding the City's payroll and finance system, based on their history in assisting the City with filing prior years Forms 1094-C and the 1095-C.

I respectfully request that you grant approval for this sole source contract. Please contact me if you have any questions.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **January 08, 2025**

SUBJECT: Sole Source – Plante Moran

The Finance Department requests that Plante Moran be designated as a Sole Source consultant for Assistance in Filings of Federal E Filing - 1094-C and 1095-C Service.

Please see the attached letter from Desiree Kirkland regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Plante Moran, in the amount of \$ 18,100.00 per the request of the Finance Department.

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor



FINANCE DEPARTMENT
124 W Michigan Ave., 8th Floor
Lansing, Michigan 48933
517.483.4500

To: Andy Schor, Mayor

From: Desiree A. Kirkland, Finance Director

Date: January 10, 2024

Subject: Sole Source Procurement 206.05(c)(3): Special Services Or Facilities Are Required—Plante Moran

Please let this memo serve as justification for obtaining a sole source contract with Plante Moran for the period beginning on the "Contract Effective Date" of December 1, 2023, and ending on April 31, 2024. The cost of this agreement is \$17,300.00.

It's that time of the year again when the City is required to furnish and file Forms 1094-C and 1095-C to remain in compliance with the Affordable Care Act (ACA) reporting requirements as defined by IRS §6055 and §6056. This year's reporting requires Applicable Large Employers (ALEs) to furnish forms 1094-C and 1095-C by March 1, 2024. We need to begin preparations now so that we can ensure compliance by the March 2021 filing date.

Plante Moran has specialized knowledge and expertise regarding the City's payroll and finance system, based on their history in assisting the City with filing prior years Forms 1094-C and the 1095-C.

I respectfully request that you grant approval for this sole source contract. Please contact me if you have any questions.

October 17, 2023

Desiree Kirkland
Chief Financial Officer/Treasurer
City of Lansing
124 West Michigan Ave.
Lansing, MI 48933

RE: HCM File Quote – 6055/6056 Reporting Assistance

Dear Ms. Kirkland:

It's that time of the year again when employers are required to furnish and file Forms 1094-C and 1095-C to remain in compliance with the Affordable Care Act (ACA) reporting requirements as defined by IRS §6055 and §6056.

This year's reporting requires Applicable Large Employers (ALEs) to furnish forms 1094-C and 1095-C by March 1, 2024. We need to begin preparations now so that we can help the City of Lansing comply by the March 1, 2024 (or March 31st if filing electronically) filing date.

Plante Moran Group Benefit Advisors II, LLC (PMGBA) has entered into an End User Licensing Agreement with HCM File to provide the software solution to successfully complete the 1094/1095 filings. The following describes the software solution, HCM File, and the services PMGBA will make available to the City of Lansing for the purpose of satisfying the ALE reporting requirement.

HCM File Process Overview

HCM File is a web and Excel based reporting solution that can be used to aggregate data from various sources (payroll, medical carrier/administrator, benefits administration software, etc.). This data is then used to properly code the forms 1094-C and 1095-C applicable to your organization. The process can be broken down into the following steps:

1. Create a list of full-time employees, retirees, and/or COBRA participants that must furnish a form 1095-C
2. Enter employer information in the HCM File web application
3. Define employee, retiree, and/or COBRA classes in the HCM File web application
4. Collect demographic information for employees, retirees, and/or COBRA participants

5. Collect medical plan coverage data for employees, retirees, and/or COBRA participants (including spouses/dependents for self-insured plans)
6. Populate data into the HCM File Excel spreadsheet
7. Upload HCM File Excel spreadsheet into HCM File web application to produce reporting outputs
8. File and furnish forms 1094-C and 1095-C

HCM File will also provide federal E-Filing as a standard service without additional charges or fees. This includes the processing of all corrections that may be needed. Print/mail fulfillment is included.

Services Provided by PMGBA

We anticipate that the City of Lansing will utilize the HCM File software solution, and PMGBA consultants will provide technical guidance and support with the technology throughout the filing process. Specifically, PMGBA will assist in the following ways:

1. Defining the employee, retiree, and/or COBRA classes needed for the HCM File web application
2. Identifying all data sources necessary to populate HCM File Excel spreadsheet
3. Populating the HCM File Excel spreadsheet
4. Identifying and selecting all applicable safe harbor codes
5. Provide ad hoc compliance research and guidance
6. Provide ad hoc assistance with using both the HCM File web application and HCM File Excel spreadsheet
7. Assist you in completing the filing

Professional Services Fees

As noted in the section above describing the HCM File Overview, this year's fees include federal E-Filing as a standard service inclusive of all corrections. PMGBA's services include both the end user licensing agreement for the HCM File software application and the support services identified above. The initial term of the agreement is twelve (12) months with the expectation that most, if not all, activity will occur from December 2023 – February 2024.

The annual fees for the services described, including print/mail service, are **\$17,300**.

HCM FILE – END USER LICENSING AGREEMENT:

CUSTOMER INFORMATION

Contact Name: Desiree Kirkland
Chief Financial Officer/Treasurer
Company: City of Lansing
Address: 124 West Michigan Ave.
City/State/Zip: Lansing, MI 48933

Contract Effective Date: 12/1/2023

SERVICE PURCHASED	DESCRIPTION AND FEE STRUCTURE	ANNUAL TOTAL*
Full Service with federal E-Filing and print/mail service – TAX YEAR 2022	See HCM File proposal attached.	\$17,300.00

Payment terms and conditions apply to all fees and services rendered.

Customer Agreement and the Subscription Services Terms and Conditions attached constitute the entire agreement between the parties with respect to this order and supersedes all prior communications oral or written. The individual who has signed below has the authority to place this order on behalf of the company identified above and to commit the company to payment of the associated charges.

Plante Moran Group Benefit Advisors II, LLC



BY:

Jonathon Trionfi
Co-President

By: _____
Authorized Customer Signature

Name (printed)

Title



2443685.2

HEALTH COST MANAGER SUBSCRIPTION SERVICES TERMS AND CONDITIONS

These Subscription Services Terms and Conditions and each Customer Agreement submitted by You (the company identified as the "Customer" on the Customer Agreement) and accepted by Plante Moran Group Benefit Advisors II, LLC ("Us" or "We") constitute the "Agreement" for Your access to the subscription services described on the Customer Agreement(s) ("Subscription Services").

1. Services.

You subscribe to the Subscription Services and We grant to You a non-exclusive, non-transferable, non-assignable license to access and use the Subscription Services solely for Your internal use by Your Users to manage and communicate Your information with Your employees. You are only authorized to access and use the Subscription Services identified on a fully executed Customer Agreement during the Term identified. We may update, enhance, or modify the Subscription Services from time to time to include new features, improve functionality, and address customer feedback without notice. You shall maintain a copy of all computer software applications required to access the Subscription Services on computers owned or operated by You. You will not be entitled to receive a copy of the software used to provide the Subscription Services. We may make available end-user instructions for use and operation of the Subscription Services ("Documentation") electronically or otherwise, and You and the individuals you authorize to access the Subscription Services ("Users") may use the Documentation only in connection with use of the Subscription Services.

2. Reservation of Rights.

All rights granted in this Agreement are a license, not a sale. We reserve all rights not expressly granted in this Agreement. You may not, and will not permit any third party to, copy, modify, adapt, or create derivative works of the Subscription Services or Documentation, remove any copyright or other proprietary rights notices, or disassemble, decompile, decrypt, or reverse engineer, or otherwise attempt to discover or replicate source code for the Subscription Services.

3. Services.

We will make available certain consulting and professional services to You as mutually agreed upon in writing from time to time. We will provide such services pursuant to Our then current rates unless otherwise mutually agreed upon in writing.

4. Login Information.

Each of Your Users will be required to provide password and login identification ("Login Information") in order to access the Subscription Services. You are fully responsible for all uses of the Login Information attributable to You and Your Users. You will (i) protect the confidentiality of all Login Information, (ii) require Login Information for each User; (iii) notify Us of any breach of the confidentiality of any Login Information, and (iv) update and maintain current the Login Information in a manner to notify Us if any individual is no longer authorized to use the Login Information or misuses the Login Information. You will not provide Login Information to any person that is not Your User, employee or contractor. Without liability or limiting any other remedies available to Us, We reserve the right to suspend or terminate access by any User accessing the Subscription Services under user/login rights granted to You if such use represents a breach of the terms and conditions of this Agreement or security risk to Our systems.

5. Your Data.

In order to utilize the Subscription Services as intended, You are responsible to provide information and data for inclusion in the Subscription Services ("Your Data") and as otherwise described in this Agreement. You grant Us the right to copy, transmit and use Your Data in connection with providing the Subscription Services or other services You order. We acknowledge that Your Data constitutes Your Proprietary Information. You grant Us a limited license to access, copy, display, reproduce, and transmit Your Data solely for the purpose of providing the Subscription Services and performing Our obligations under this Agreement, and You represent and warrant that You are authorized to provide Your Data to Us for these purposes. Additionally, We may use the Your Data in an aggregated manner without identifying You or Your employees for purposes of optimizing

the Subscription Services or providing information to Our prospective customers, investors or advisors.

6. Your Obligations.

You represent and warrant that (a) You will provide all information reasonably necessary for Our provision of the Subscription Services and to allow You and Your Users to use the Subscription Services as intended; (b) You and Your Users are authorized to provide all data and information submitted to the Subscription Services and other of Your Data that may be relevant to Us; (c) You shall fully comply, and be and remain in compliance, with all applicable laws, rules and regulations; (d) You and each of Your Users shall be responsible for providing Your own Internet access (including all equipment, software and services required to obtain and maintain such access); and (e) the use of Your Data by Us as contemplated in this Agreement will not infringe the copyrights, patents, trademarks, service marks, trade secrets, confidential information or privacy right of any third party or constitute a defamation, invasion of privacy, or violation of any right of publicity or other third party right. You will use commercially reasonable efforts to implement reasonable physical, technical and administrative safeguards for Your information technology systems as required by law, including without limitation preventing any virus, Trojan horse, worm or other disabling code from being transmitted to or introduced into the Our systems.

7. Fees and Payment.

You will pay Us the fees for the Subscription Services and any other related services as specified on any Customer Agreement that You submit and We accept ("Subscription Fees"). Any services for which the fees are not set forth on a Customer Agreement shall be paid for at Our then-current time and materials rates unless otherwise agreed in writing by the parties. Except as otherwise set forth in a Customer Agreement, all amounts are due 10 days after invoice date and if not paid within thirty days of the invoice date will incur interest at 1.5% per month or the maximum rate under applicable law, if less. You will reimburse Us for out-of-pocket expenses reasonably incurred in rendering any services ordered hereunder, including without limitation, reasonable travel and transportation expenses, lodging, and meals. All amounts are exclusive of all sales, use, withholding, excise, value added, ad valorem or other similar taxes incurred or owed in connection with this Agreement and You shall pay any and all such taxes. You will not be responsible to pay for any taxes based solely on Our income.

8. Warranty; Disclaimer of Warranties.

We warrant to You that the Subscription Services shall materially comply with any specifications or Documentation We provide to You so long as the Subscription Services are used in accordance with the Documentation. We will repair or provide a workaround for any Subscription Services if We receive a written notice from You within the Warranty Period describing the warranty breach. The "Warranty Period" will be through April 1st following the date the applicable Subscription Service is first made available for Your use for production purposes, which We may also describe as the "Go-Live Date". This is Your exclusive remedy and Our sole and complete obligation with respect to the warranty for the Subscription Services. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SUBSCRIPTION SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SUBSCRIPTION SERVICES. WE DO NOT WARRANT THAT THE SUBSCRIPTION SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. WE DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. You acknowledge that transmission of information via the Internet is not secure, and third parties out of Our control provide access to and maintain Internet connectivity for You to access and use the Subscription Services. We are not responsible for any interception or corruption of information or data during any transmission over the Internet or any related telecommunications network or at Your network access point. We expressly disclaim any and all liability related to Your use of such telecommunications services and related networks, including without limitation any erroneous transmissions, corruption or loss of data, or inability to access the Subscription Services as a result of telecommunications or Your equipment failure. No information contained in any of the Subscription Services or any process related

thereto constitutes legal or tax advice. You should obtain legal advice to ensure its compliance with laws applicable to its business.

9. Term.

The initial term of this agreement shall be for the period beginning on the "Contract Effective Date" and ending on the following April 31st.

10. Termination.

Either of us may terminate this Agreement (i) if the other commits a material breach of this Agreement that remains uncured thirty (30) days after written notice of such breach is delivered to the other, or (ii) immediately if the other assigns any of its assets to its creditors, or voluntarily or involuntarily petitions for the protection of bankruptcy court. Rights of termination are in addition to any other remedies available to the parties, at law or in equity. Upon any termination or expiration of this Agreement (i) All license rights shall immediately terminate and You and Your Users shall immediately cease use of the Subscription Services and We may immediately terminate You and Your Users access to the Subscription Services; and (ii) Amounts owed shall be immediately due and payable. (iii) Refunded amounts shall be determined on a case-by-case basis. The sections of this Agreement intended to survive shall continue past any termination of this Agreement. Upon Your failure to pay any amounts owed under this Agreement when due or material breach of this Agreement, You agree that, in addition to any other remedies available at law or equity, We may prevent You and Your Users' access to the Subscription Services. We will give You at least fifteen (15) days written notice prior to such suspension or termination. You acknowledge and agree that We will have no liability for any loss of access to the Subscription Services. We may exercise the rights prior to expiration of the thirty (30) day cure period set forth above. Any suspension or termination of access to the Subscription Services will accelerate any minimum amounts owed or fees due under this Agreement.

11. Confidentiality.

Each of us shall protect the non-public proprietary information and trade secrets of the other ("Proprietary Information") with the same standard of protection and care that it uses for its own Proprietary Information, but in no event less than reasonable care and diligence. Except as authorized in this Agreement or otherwise in writing by the disclosing party, neither of us shall disclose, publish, transmit or make available all or any part of such Proprietary Information except in confidence or a need-to-know basis to our own employees and third party contractors who have undertaken a written obligation of protection and confidentiality at least as protective as stated above, and shall not duplicate, transform or reproduce such Proprietary Information except as expressly permitted hereunder. Information will not be considered Proprietary Information to the extent that such information: (a) is already known to the receiving party free of any confidentiality obligation at the time it was obtained; (b) is or becomes publicly known through no wrongful act of the receiving party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is required to be disclosed by law or court order. In the event that either party is required by law or court order or regulatory authority to disclose any Proprietary Information, such disclosure may be made only after the other party has been notified and has had a reasonable opportunity to seek a court order or appropriate agreement protecting disclosure of such Proprietary Information. With regard to Trade Secrets, the obligations in this Section shall continue for so long as such information continues to be a Trade Secret. With regard to Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for three (3) years thereafter.

12. Our Indemnity Obligations.

We agree to defend You and pay any and all amounts payable under any final judgment or verdict, or agreed to in a written settlement executed by such, resulting from any third party allegation against You that the Subscription Services directly infringe such third party's U.S. patent, U.S. copyright or U.S. trademark or misappropriate such third party's trade secret. Should Your use of the Subscription Services be determined to have infringed, or if, in Our judgment, such use is likely to be infringing, We may, at Our sole option and discretion: (i) procure for You the right to continue using the Subscription Services, or (ii) replace or modify them to make their use non-infringing while achieving substantially similar results. If neither of the above options is or would be available on a basis that We find commercially reasonable, We may terminate Your

license to the Subscription Services, You will cease using the Subscription Services and We will refund to the You any pre-paid and unused fees paid for such infringing Subscription Services. Our obligations under this section will be subject to Your providing prompt written notice of the claim; giving Us sole control of the defense and settlement of the claim (including selection of counsel); providing information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, making any of Your defenses available to Us. THIS SECTION 12 SETS FORTH YOUR EXCLUSIVE REMEDY AND OUR SOLE AND COMPLETE LIABILITY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION.

13. Your Indemnity Obligations.

In addition to any other obligations of indemnity provided in this Agreement, to the extent allowable by law You agree to indemnify, defend and hold harmless Us, Our affiliates, and Our respective directors, officers, shareholders, employees and agents from and against any claims, actual and direct liabilities or damages, causes of action or injuries, together with costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (a) any breach of this Agreement or any violation of law by You or Your representatives, or (b) any third party claim related to or that arises in connection with Your use the Subscription Services, except to the extent any such claim is subject to Section 12 or Our development efforts based upon Your Data or direction. Your indemnification obligation, if any is allowable by law, is subject to the following expressed limitations: it does not extend beyond the limitation placed on a municipality to indemnify another pursuant to law; it shall not abrogate nor diminish Your defense of governmental or sovereign immunity against any party, including Us, for claims unrelated to the possession or operation of the Subscription Services; it shall not entitle another party, including Us, to any claim to which the other party would not otherwise be entitled; and it shall not include Our sole negligence.

14. Limitations of Liability.

WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TIME, SAVINGS, DATA, OR GOODWILL, DAMAGES ARISING FROM USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES OR OTHER PRODUCTS OR SERVICES, OR COST OF REPLACEMENT GOODS OR SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION SERVICES, PRODUCTS, SERVICES OR OTHERWISE RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, EVEN IF SUCH DAMAGES WERE FORESEEABLE. EXCEPT FOR ANY DIRECT DAMAGES FOR BODILY INJURIES OR TANGIBLE PROPERTY DAMAGE PROXIMATELY CAUSED BY US, THE MAXIMUM AGGREGATE LIABILITY OF US IN ALL EVENTS SHALL BE LIMITED TO THE AMOUNT OF FEES YOU PAID TO US UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST CLAIM.

15. Governing Law; Venue.

You acknowledge and agree that all actions or proceedings arising directly or indirectly, in connection with, out of, related to or from this Agreement shall be litigated, in courts having situs within the United States, state of Michigan, county of Ingham. You consent and submit to the jurisdiction of any such local, state or federal court located within such county.

16. Publicity.

You grant Us a royalty-free, limited, nontransferable (except in connection with an assignment of this Agreement), nonexclusive license during the term of this Agreement to use and display Your logos and trademarks in advertising materials, trade show materials and other literature; provided that We agree to comply with Your written guidelines delivered to Us from time to time. Either You or We may issue an initial press release announcing this relationship within ninety (90) days of execution of the Agreement. The party writing the press release will provide the other with a proposed copy of the press release at least ten (10) days prior to release for review. If the submitting party does not receive written comments within ten (10) days, the press release will be deemed approved. After such initial press release, neither of us will make any public statements or issue any press releases relating to this Agreement without the prior approval of the other.

17. General.

Our relationship with You is as an independent contractor, and this Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship or to authorize either of our companies to enter into any commitment or agreement binding on the other. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to its rules regarding conflict of laws. This Agreement and all rights and obligations may not in any event be assigned in whole or in part by either party without the prior written consent of the other, except our rights and obligations may be assigned without consent to another entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of our voting securities and/or assets. Any attempted assignment in contravention hereof shall be void and of no effect. This Agreement shall be binding upon, and inure to the benefit of the parties, their legal representatives, successors, and assigns as permitted by this Agreement. Except for any payment obligations hereunder, neither party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by an event outside its reasonable control, including but not limited to, an act of God, war, natural disaster, utility or telecommunications failure, or changes in governmental regulations. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach. No modifications, waivers, additions, or amendments to this Agreement shall be effective unless made in writing expressly references this Agreement and is signed by handwritten signature by duly authorized representatives of the parties. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. All notices required to be given hereunder shall be given in writing and shall be delivered either by hand, by certified mail with proper postage affixed thereto, or by overnight courier addressed to the signatory at the address set forth on the Customer Agreement, or such other person and address as may be designated from time to time in writing. All such communications shall be deemed received by the other party upon the earlier of actual receipt or actual delivery.

Jake Brower, Finance Director
City of Lansing

October 13, 2023

Please return the signed engagement letter prior to November 30, 2023, so that we can ensure completion of all work on a timely basis. Upon receipt we will issue an invoice for the services elected below.

Summary

We are complimented by your continued selection to once again partner with PMGBA for assistance with your reporting requirements under IRS §6055 and §6056. We ask that you please sign both original copies of this letter as well as the end user licensing agreement and return one copy to me, keeping the other for your records. Please feel free to contact me if you have any questions regarding this quote, the HCM File software solution, or the reporting requirements under §6055 and §6056.

Sincerely,



Jonathon Trionfi
PM Group Benefit Advisors II, LLC

Proposal Acceptance

Full Service with federal E-Filing and print/mail service: **\$17,300**

Authorizing Officer

Printed name and title

October 25, 2024

Desiree Kirkland
Chief Financial Officer/Treasurer
City of Lansing
124 West Michigan Ave.
Lansing, MI 48933

RE: HCM File Quote – 6055/6056 Reporting Assistance

Dear Ms. Kirkland:

It's that time of the year again when employers are required to furnish and file Forms 1094-C and 1095-C to remain in compliance with the Affordable Care Act (ACA) reporting requirements as defined by IRS §6055 and §6056.

This year's reporting requires Applicable Large Employers (ALEs) to furnish forms 1094-C and 1095-C by February 28th, 2025. We need to begin preparations now so that we can help the City of Lansing comply by the March 1, 2025 (or March 31st if filing electronically) filing date.

Plante Moran Group Benefit Advisors II, LLC (PMGBA) has entered into an End User Licensing Agreement with HCM File to provide the software solution to successfully complete the 1094/1095 filings. The following describes the software solution, HCM File, and the services PMGBA will make available to the City of Lansing for the purpose of satisfying the ALE reporting requirement.

HCM File Process Overview

HCM File is a web and Excel based reporting solution that can be used to aggregate data from various sources (payroll, medical carrier/administrator, benefits administration software, etc.). This data is then used to properly code the forms 1094-C and 1095-C applicable to your organization. The process can be broken down into the following steps:

1. Create a list of full-time employees, retirees, and/or COBRA participants that must furnish a form 1095-C
2. Enter employer information in the HCM File web application
3. Define employee, retiree, and/or COBRA classes in the HCM File web application
4. Collect demographic information for employees, retirees, and/or COBRA participants

5. Collect medical plan coverage data for employees, retirees, and/or COBRA participants (including spouses/dependents for self-insured plans)
6. Populate data into the HCM File Excel spreadsheet
7. Upload HCM File Excel spreadsheet into HCM File web application to produce reporting outputs
8. File and furnish forms 1094-C and 1095-C

HCM File will also provide federal E-Filing as a standard service without additional charges or fees. This includes the processing of all corrections that may be needed. Print/mail fulfillment is included.

Services Provided by PMGBA

We anticipate that the City of Lansing will utilize the HCM File software solution, and PMGBA consultants will provide technical guidance and support with the technology throughout the filing process. Specifically, PMGBA will assist in the following ways:

1. Defining the employee, retiree, and/or COBRA classes needed for the HCM File web application
2. Identifying all data sources necessary to populate HCM File Excel spreadsheet
3. Populating the HCM File Excel spreadsheet
4. Identifying and selecting all applicable safe harbor codes
5. Provide ad hoc compliance research and guidance
6. Provide ad hoc assistance with using both the HCM File web application and HCM File Excel spreadsheet
7. Assist you in completing the filing

Professional Services Fees

As noted in the section above describing the HCM File Overview, this year's fees include federal E-Filing as a standard service inclusive of all corrections. PMGBA's services include both the end user licensing agreement for the HCM File software application and the support services identified above. The initial term of the agreement is twelve (12) months with the expectation that most, if not all, activity will occur from December 2024 – February 2025.

The annual fees for the services described, including print/mail service, are **\$18,100**.

Desiree Kirkland, CFO/Treasurer
City of Lansing

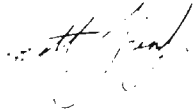
October 25, 2024

Please return the signed engagement letter prior to November 30, 2024, so that we can ensure completion of all work on a timely basis. Upon receipt we will issue an invoice for the services elected below.

Summary

We are complimented by your continued selection to once again partner with PMGBA for assistance with your reporting requirements under IRS §6055 and §6056. We ask that you please sign both original copies of this letter as well as the end user licensing agreement and return one copy to me, keeping the other for your records. Please feel free to contact me if you have any questions regarding this quote, the HCM File software solution, or the reporting requirements under §6055 and §6056.

Sincerely,



Jonathon Trionfi
PM Group Benefit Advisors II, LLC

Proposal Acceptance

Full Service with federal E-Filing and print/mail service: **\$18,100**

Authorizing Officer

Printed name and title

HCM FILE – END USER LICENSING AGREEMENT:

CUSTOMER INFORMATION

Contact Name: Desiree Kirkland
Chief Financial Officer/Treasurer
Company: City of Lansing
Address: 124 West Michigan Ave.
City/State/Zip: Lansing, MI 48933

Contract Effective Date: 12/1/2024

SERVICE PURCHASED	DESCRIPTION AND FEE STRUCTURE	ANNUAL TOTAL *
Full Service with federal E-Filing and print/mail service – TAX YEAR 2023	See HCM File proposal attached.	\$18,100.00

Payment terms and conditions apply to all fees and services rendered.

Customer Agreement and the Subscription Services Terms and Conditions attached constitute the entire agreement between the parties with respect to this order and supersedes all prior communications oral or written. The individual who has signed below has the authority to place this order on behalf of the company identified above and to commit the company to payment of the associated charges.

Plante Moran Group Benefit Advisors II, LLC



BY:

Jonathon Trionfi
Co-President

By: _____
Authorized Customer Signature

Name (printed)

Title



HEALTH COST MANAGER SUBSCRIPTION SERVICES TERMS AND CONDITIONS

These Subscription Services Terms and Conditions and each Customer Agreement submitted by You (the company identified as the "Customer" on the Customer Agreement) and accepted by Plante Moran Group Benefit Advisors II, LLC ("Us" or "We") constitute the "Agreement" for Your access to the subscription services described on the Customer Agreement(s) ("Subscription Services").

1. Services.

You subscribe to the Subscription Services and We grant to You a non-exclusive, non-transferable, non-assignable license to access and use the Subscription Services solely for Your internal use by Your Users to manage and communicate Your information with Your employees. You are only authorized to access and use the Subscription Services identified on a fully executed Customer Agreement during the Term identified. We may update, enhance, or modify the Subscription Services from time to time to include new features, improve functionality, and address customer feedback without notice. You shall maintain a copy of all computer software applications required to access the Subscription Services on computers owned or operated by You. You will not be entitled to receive a copy of the software used to provide the Subscription Services. We may make available end-user instructions for use and operation of the Subscription Services ("Documentation") electronically or otherwise, and You and the individuals you authorize to access the Subscription Services ("Users") may use the Documentation only in connection with use of the Subscription Services.

2. Reservation of Rights.

All rights granted in this Agreement are a license, not a sale. We reserve all rights not expressly granted in this Agreement. You may not, and will not permit any third party to, copy, modify, adapt, or create derivative works of the Subscription Services or Documentation, remove any copyright or other proprietary rights notices, or disassemble, decompile, decrypt, or reverse engineer, or otherwise attempt to discover or replicate source code for the Subscription Services.

3. Services.

We will make available certain consulting and professional services to You as mutually agreed upon in writing from time to time. We will provide such services pursuant to Our then current rates unless otherwise mutually agreed upon in writing.

4. Login Information.

Each of Your Users will be required to provide password and login identification ("Login Information") in order to access the Subscription Services. You are fully responsible for all uses of the Login Information attributable to You and Your Users. You will (i) protect the confidentiality of all Login Information, (ii) require Login Information for each User; (iii) notify Us of any breach of the confidentiality of any Login Information, and (iv) update and maintain current the Login Information in a manner to notify Us if any individual is no longer authorized to use the Login Information or misuses the Login Information. You will not provide Login Information to any person that is not Your User, employee or contractor. Without liability or limiting any other remedies available to Us, We reserve the right to suspend or terminate access by any User accessing the Subscription Services under user/login rights granted to You if such use represents a breach of the terms and conditions of this Agreement or security risk to Our systems.

5. Your Data.

In order to utilize the Subscription Services as intended, You are responsible to provide information and data for inclusion in the Subscription Services ("Your Data") and as otherwise described in this Agreement. You grant Us the right to copy, transmit and use Your Data in connection with providing the Subscription Services or other services You order. We acknowledge that Your Data constitutes Your Proprietary Information. You grant Us a limited license to access, copy, display, reproduce, and transmit Your Data solely for the purpose of providing the Subscription Services and performing Our obligations under this Agreement, and You represent and warrant that You are authorized to provide Your Data to Us for these purposes. Additionally, We may use the Your Data in an aggregated manner without identifying You or Your employees for purposes of optimizing

the Subscription Services or providing information to Our prospective customers, investors or advisors.

6. Your Obligations.

You represent and warrant that (a) You will provide all information reasonably necessary for Our provision of the Subscription Services and to allow You and Your Users to use the Subscription Services as intended; (b) You and Your Users are authorized to provide all data and information submitted to the Subscription Services and other of Your Data that may be relevant to Us; (c) You shall fully comply, and be and remain in compliance, with all applicable laws, rules and regulations; (d) You and each of Your Users shall be responsible for providing Your own Internet access (including all equipment, software and services required to obtain and maintain such access); and (e) the use of Your Data by Us as contemplated in this Agreement will not infringe the copyrights, patents, trademarks, service marks, trade secrets, confidential information or privacy right of any third party or constitute a defamation, invasion of privacy, or violation of any right of publicity or other third party right. You will use commercially reasonable efforts to implement reasonable physical, technical and administrative safeguards for Your information technology systems as required by law, including without limitation preventing any virus, Trojan horse, worm or other disabling code from being transmitted to or introduced into the Our systems.

7. Fees and Payment.

You will pay Us the fees for the Subscription Services and any other related services as specified on any Customer Agreement that You submit and We accept ("Subscription Fees"). Any services for which the fees are not set forth on a Customer Agreement shall be paid for at Our then-current time and materials rates unless otherwise agreed in writing by the parties. Except as otherwise set forth in a Customer Agreement, all amounts are due 10 days after invoice date and if not paid within thirty days of the invoice date will incur interest at 1.5% per month or the maximum rate under applicable law, if less. You will reimburse Us for out-of-pocket expenses reasonably incurred in rendering any services ordered hereunder, including without limitation, reasonable travel and transportation expenses, lodging, and meals. All amounts are exclusive of all sales, use, withholding, excise, value added, ad valorem or other similar taxes incurred or owed in connection with this Agreement and You shall pay any and all such taxes. You will not be responsible to pay for any taxes based solely on Our income.

8. Warranty; Disclaimer of Warranties.

We warrant to You that the Subscription Services shall materially comply with any specifications or Documentation We provide to You so long as the Subscription Services are used in accordance with the Documentation. We will repair or provide a workaround for any Subscription Services if We receive a written notice from You within the Warranty Period describing the warranty breach. The "Warranty Period" will be through April 1st following the date the applicable Subscription Service is first made available for Your use for production purposes, which We may also describe as the "Go-Live Date". This is Your exclusive remedy and Our sole and complete obligation with respect to the warranty for the Subscription Services. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SUBSCRIPTION SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SUBSCRIPTION SERVICES. WE DO NOT WARRANT THAT THE SUBSCRIPTION SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. WE DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. You acknowledge that transmission of information via the Internet is not secure, and third parties out of Our control provide access to and maintain Internet connectivity for You to access and use the Subscription Services. We are not responsible for any interception or corruption of information or data during any transmission over the Internet or any related telecommunications network or at Your network access point. We expressly disclaim any and all liability related to Your use of such telecommunications services and related networks, including without limitation any erroneous transmissions, corruption or loss of data, or inability to access the Subscription Services as a result of telecommunications or Your equipment failure. No information contained in any of the Subscription Services or any process related

thereto constitutes legal or tax advice. You should obtain legal advice to ensure its compliance with laws applicable to its business.

9. Term.

The initial term of this agreement shall be for the period beginning on the "Contract Effective Date" and ending on the following April 31st.

10. Termination.

Either of us may terminate this Agreement (i) if the other commits a material breach of this Agreement that remains uncured thirty (30) days after written notice of such breach is delivered to the other, or (ii) immediately if the other assigns any of its assets to its creditors, or voluntarily or involuntarily petitions for the protection of bankruptcy court. Rights of termination are in addition to any other remedies available to the parties, at law or in equity. Upon any termination or expiration of this Agreement (i) All license rights shall immediately terminate and You and Your Users shall immediately cease use of the Subscription Services and We may immediately terminate You and Your Users access to the Subscription Services; and (ii) Amounts owed shall be immediately due and payable. (iii) Refunded amounts shall be determined on a case-by-case basis. The sections of this Agreement intended to survive shall continue past any termination of this Agreement. Upon Your failure to pay any amounts owed under this Agreement when due or material breach of this Agreement, You agree that, in addition to any other remedies available at law or equity, We may prevent You and Your Users' access to the Subscription Services. We will give You at least fifteen (15) days written notice prior to such suspension or termination. You acknowledge and agree that We will have no liability for any loss of access to the Subscription Services. We may exercise the rights prior to expiration of the thirty (30) day cure period set forth above. Any suspension or termination of access to the Subscription Services will accelerate any minimum amounts owed or fees due under this Agreement.

11. Confidentiality.

Each of us shall protect the non-public proprietary information and trade secrets of the other ("Proprietary Information") with the same standard of protection and care that it uses for its own Proprietary Information, but in no event less than reasonable care and diligence. Except as authorized in this Agreement or otherwise in writing by the disclosing party, neither of us shall disclose, publish, transmit or make available all or any part of such Proprietary Information except in confidence or a need-to-know basis to our own employees and third party contractors who have undertaken a written obligation of protection and confidentiality at least as protective as stated above, and shall not duplicate, transform or reproduce such Proprietary Information except as expressly permitted hereunder. Information will not be considered Proprietary Information to the extent that such information: (a) is already known to the receiving party free of any confidentiality obligation at the time it was obtained; (b) is or becomes publicly known through no wrongful act of the receiving party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is required to be disclosed by law or court order. In the event that either party is required by law or court order or regulatory authority to disclose any Proprietary Information, such disclosure may be made only after the other party has been notified and has had a reasonable opportunity to seek a court order or appropriate agreement protecting disclosure of such Proprietary Information. With regard to Trade Secrets, the obligations in this Section shall continue for so long as such information continues to be a Trade Secret. With regard to Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for three (3) years thereafter.

12. Our Indemnity Obligations.

We agree to defend You and pay any and all amounts payable under any final judgment or verdict, or agreed to in a written settlement executed by such, resulting from any third party allegation against You that the Subscription Services directly infringe such third party's U.S. patent, U.S. copyright or U.S. trademark or misappropriate such third party's trade secret. Should Your use of the Subscription Services be determined to have infringed, or if, in Our judgment, such use is likely to be infringing, We may, at Our sole option and discretion: (i) procure for You the right to continue using the Subscription Services, or (ii) replace or modify them to make their use non-infringing while achieving substantially similar results. If neither of the above options is or would be available on a basis that We find commercially reasonable, We may terminate Your

license to the Subscription Services, You will cease using the Subscription Services and We will refund to the You any pre-paid and unused fees paid for such infringing Subscription Services. Our obligations under this section will be subject to Your providing prompt written notice of the claim; giving Us sole control of the defense and settlement of the claim (including selection of counsel); providing information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, making any of Your defenses available to Us. THIS SECTION 12 SETS FORTH YOUR EXCLUSIVE REMEDY AND OUR SOLE AND COMPLETE LIABILITY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION.

13. Your Indemnity Obligations.

In addition to any other obligations of indemnity provided in this Agreement, to the extent allowable by law You agree to indemnify, defend and hold harmless Us, Our affiliates, and Our respective directors, officers, shareholders, employees and agents from and against any claims, actual and direct liabilities or damages, causes of action or injuries, together with costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (a) any breach of this Agreement or any violation of law by You or Your representatives, or (b) any third party claim related to or that arises in connection with Your use the Subscription Services, except to the extent any such claim is subject to Section 12 or Our development efforts based upon Your Data or direction. Your indemnification obligation, if any is allowable by law, is subject to the following expressed limitations: it does not extend beyond the limitation placed on a municipality to indemnify another pursuant to law; it shall not abrogate nor diminish Your defense of governmental or sovereign immunity against any party, including Us, for claims unrelated to the possession or operation of the Subscription Services; it shall not entitle another party, including Us, to any claim to which the other party would not otherwise be entitled; and it shall not include Our sole negligence.

14. Limitations of Liability.

WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TIME, SAVINGS, DATA, OR GOODWILL, DAMAGES ARISING FROM USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES OR OTHER PRODUCTS OR SERVICES, OR COST OF REPLACEMENT GOODS OR SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION SERVICES, PRODUCTS, SERVICES OR OTHERWISE RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, EVEN IF SUCH DAMAGES WERE FORESEEABLE. EXCEPT FOR ANY DIRECT DAMAGES FOR BODILY INJURIES OR TANGIBLE PROPERTY DAMAGE PROXIMATELY CAUSED BY US, THE MAXIMUM AGGREGATE LIABILITY OF US IN ALL EVENTS SHALL BE LIMITED TO THE AMOUNT OF FEES YOU PAID TO US UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST CLAIM.

15. Governing Law; Venue.

You acknowledge and agree that all actions or proceedings arising directly or indirectly, in connection with, out of, related to or from this Agreement shall be litigated, in courts having situs within the United States, state of Michigan, county of Ingham. You consent and submit to the jurisdiction of any such local, state or federal court located within such county.

16. Publicity.

You grant Us a royalty-free, limited, nontransferable (except in connection with an assignment of this Agreement), nonexclusive license during the term of this Agreement to use and display Your logos and trademarks in advertising materials, trade show materials and other literature; provided that We agree to comply with Your written guidelines delivered to Us from time to time. Either You or We may issue an initial press release announcing this relationship within ninety (90) days of execution of the Agreement. The party writing the press release will provide the other with a proposed copy of the press release at least ten (10) days prior to release for review. If the submitting party does not receive written comments within ten (10) days, the press release will be deemed approved. After such initial press release, neither of us will make any public statements or issue any press releases relating to this Agreement without the prior approval of the other.

17. General.

Our relationship with You is as an independent contractor, and this Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship or to authorize either of our companies to enter into any commitment or agreement binding on the other. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to its rules regarding conflict of laws. This Agreement and all rights and obligations may not in any event be assigned in whole or in part by either party without the prior written consent of the other, except our rights and obligations may be assigned without consent to another entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of our voting securities and/or assets. Any attempted assignment in contravention hereof shall be void and of no effect. This Agreement shall be binding upon, and inure to the benefit of the parties, their legal representatives, successors, and assigns as permitted by this Agreement. Except for any payment obligations hereunder, neither party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by an event outside its reasonable control, including but not limited to, an act of God, war, natural disaster, utility or telecommunications failure, or changes in governmental regulations. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach. No modifications, waivers, additions, or amendments to this Agreement shall be effective unless made in writing expressly references this Agreement and is signed by handwritten signature by duly authorized representatives of the parties. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. All notices required to be given hereunder shall be given in writing and shall be delivered either by hand, by certified mail with proper postage affixed thereto, or by overnight courier addressed to the signatory at the address set forth on the Customer Agreement, or such other person and address as may be designated from time to time in writing. All such communications shall be deemed received by the other party upon the earlier of actual receipt or actual delivery.



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Sole Source Purchase – Hamlett Environmental Tech. – Facility Equipment

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

- Department: Wastewater division of the Public Service Department
- Vendor: Hamlett Environmental Technologies Co.
- Item/Service: Gate replacement in Channel No. 3 of the Ultraviolet Disinfection Building in the Wastewater Treatment Facility
- Dollar Amount: \$31,375
- Justification: 206.05 (c) (5) – Proprietary Source & (6) – Sales Territory – Orbinox brand parts and equipment

Notes / Comments / Questions

- Channel gate brand has met department expectations during similar equipment replacement.
- Vendor is sole source distributor of selected equipment brand.
- Utilizing the same equipment brand should allow standardized maintenance and spare parts stocking for the multiple pieces of similar equipment.

Opinion

The purchase meets necessary requirements for sole sourcing.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: October 1, 2024

SUBJECT: Sole Source – Hamlett Environmental Technologies

The Public Service Department Wastewater Division requests that Hamlett Environmental Technologies be designated as a Sole Source vendor for the purchase of a Stainless-Steel Slide Gate for Ultraviolet Disinfection Channel No. 3.

Please see the attached letter from William Brunner, Rory Moss and Andy Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Hamlett Environmental Technologies in the amount of \$ 31,375.00 on account number 590-933610-972000-52107 per the request of the Public Service Department WWTP.

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor

Sole Source Cover Sheet

Project: Slide Gate for Ultraviolet Disinfection Channel

206.05. - Sole source procurement. **This request adheres to the portions of the ordinance checked below.**

- (c) The criteria to be followed by the Director in determining that there is only one source for supplying the requested supply, service, or construction item are:

_____ Special features are required; or

_____ Special market conditions exist; or

_____ Special services or facilities are required; or

_____ The source is unique or special in nature; or

_____ The source is limited or proprietary; or

X_____ Sales territories or product availability within limited geographical boundaries require sole source procurement; or

X_____ Where standardization or compatibility is the overriding consideration and such compatibility or standardization can only be achieved through the purchase or use of a unique product; or

_____ Where a product or service is specifically identified as part of a grant award.

Discussion/Notes:

Sole Source Manufacturer – Orbinox Stainless-Steel Slide Gate

This slide gate will replace a butterfly gate in the Ultraviolet Disinfection Building. This gate allows us to put a disinfection channel in service, and out-of-service for maintenance.

The current coated-steel butterfly gate in Channel No. 3 is beyond its useful life and needs to be replaced.

When the butterfly gates for Channels 1 and 2 failed, we installed Orbinox stainless-steel slide gates. These gates are more corrosion resistant, perform better, and should last longer than the original butterfly gates did. Also, obtaining an Orbinox brand gate will make maintenance easier. We will be able to stock just one brand of replacement parts, and be able to rely on one distributor and one manufacturer for service.

Sole Source Agent/Distributor – Hamlet Environmental Technologies Co.

The distributor, Hamlet Environmental Technologies Co., is the sole municipal representative of Orbinox in the State of Michigan.



Andy Schor, Mayor

**PUBLIC SERVICE
DEPARTMENT**

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

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



TO: Stephanie Robinson, Senior Buyer

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

DATE: September 25, 2024

**SUBJECT: Request for Sole Source Equipment:
Slide Gate for Ultraviolet Disinfection Channel**

This request is to procure a stainless-steel slide gate for ultraviolet disinfection (UV) Channel No. 3 from Hamlett Environmental Technologies (Hamlett) for \$31,375.00. A quote from Hamlett and a letter from the gate manufacturer, Orbinox, stating that Hamlett is its sole municipal representative in the State of Michigan are attached.

This valve controls water flow to one of four disinfection channels, allowing that channel to be put in, or out of service. Disinfection is the last step in the wastewater treatment process before the treated water is discharged to the Grand River. It is necessary to meet our state discharge limits. Disinfection kills bacteria that could harm fish, wildlife, and humans upon contact.

The current coated-steel butterfly gate in Channel No. 3 is beyond its useful life and needs to be replaced.

When the butterfly gates for Channels 1 and 2 failed, we installed Orbinox stainless-steel slide gates. These gates are more corrosion resistant, perform better, and should last longer than the original butterfly gates did. Also, obtaining an Orbinox brand gate will make maintenance easier. We will be able to stock just one brand of replacement parts, and be able to rely on one distributor and one manufacturer for service.

Funding for this request will be drawn from the following account:

\$31,375.00 590-933610-972000-52107 WW – Process Improvements

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

Approved: *R. Keith Moss*
R. Keith Moss, Wastewater Superintendent

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



Laval, Qc, Canada
January 20, 2022

To the attention of:

Jennifer Wagner
Hamlett Environmental Tech. Co.
714 E. Grand River Ave
Suite 1
Howell, MI
48843
USA
jenw@hamlettenvironmental.com

Subject: Michigan Municipal Representative

Dear Jennifer,

Please accept this letter as confirmation that Hamlett Engineering is the sole Municipal Representative of Orbinox in the state of Michigan, USA. Feel free to provide this letter to any client you have been requested for confirmation of our Representation agreement. In addition, your clients can reach me directly at n.ryan@orbinox.com to confirm.

Please do not hesitate to contact should you have any questions.

Best regards,

Neil Ryan
Regional Sales Manager
Cell: 519-496-4901



Andy Schor, Mayor

**PUBLIC SERVICE
DEPARTMENT**

Wastewater Division
1625 Sunset Avenue
Lansing, Michigan 48917
(517) 483-4404
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Funding for this request will be drawn from the following account:

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

Approved: *R. Keith Moss*
R. Keith Moss, Wastewater Superintendent

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



Hamlett Environmental Technologies

Project: **Lansing WWTP
Butterfly Gate Replacement**

Quote #: **92424JW**
Date: **9/24/2024**
Terms: **Net 30 days**
Pricing: **Valid 30 days**
Freight: **FOB Factory**

Contact: **Bill Brunner**

Page 1 of 1

Proposal

<u>Item #</u>	<u>Part Number and Description</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Ext Price</u>
1	58X90" Orbinox CC PENSTOCK / SLUICE GATE SPECIAL Model: CC - CHANNEL PENSTOCK Actuator: BARE SHAFT Non rising Stem, Electric actuator by others Body: AISI 316L Gate: AISI 316L Seat: EPDM Width (INCH): 58 Height (INCH): 90 Extension: NO : Notes: OPERATOR: YOKE MOUNTED ELECTRIC ACTUATOR (BY OTHERS, BUSHING TO BE MACHINED BY ORBINOX) MOUNTING: EMBEDDED INTO EXISTING METAL C- CHANNELS, 3 1/4" X 11" INVERT TO OPERATING FLOOR ELEVATION: 90" *ELECTRIC MOTOR & START UP BY OTHERS* *ELECTRIC MOTOR TO BE SHIPPED TO ORBINOX *ORBINOX WILL MOUNT & TEST ACTUATOR/GATE ASSEMBLY PRIOR TO SHIPMENT	1	\$31,375.00	\$31,375.00
			TOTAL	\$31,375.00

- Notes:
1. This price does not any applicable tax or any installation service.
 2. Freight is included to the jobsite.
 3. Wiring, piping, grout, hardware or anything not specifically indicated above is not included.
 4. Lead time is estimated at 16-18 weeks ARO. 2-3 weeks for approval drawings.

Signed: **Jennifer L Wagner**
Hamlett Environmental Tech. Co.
Ph #517-545-2500



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Sole Source Purchase – Ironbrook UV Corp – Facility Equipment

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

- Department: Wastewater division of the Public Service Department
- Vendor: Ironbrook UV Corp
- Item/Service: Ultraviolet Lamp replacement in the Ultraviolet Disinfection Building at the Wastewater Treatment Facility
- Dollar Amount: \$38,648
- Justification: 206.05 (c) (4) Unique or Special Source & (5) Proprietary Source & (6) Sales Territory & (7) Standardization – Only Fischer & Porter brand parts and equipment sold through Ironbrook are utilized for UV treatment.

Notes / Comments / Questions

- Unique brand of equipment meets specific requirement needs.
- Vendor is sole source distributor of selected equipment brand.
- Utilizing the same equipment brand should allow standardized maintenance and spare parts stocking for the multiple pieces of similar equipment.

Opinion

The purchase meets necessary requirements for sole sourcing.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: February 12, 2025

SUBJECT: Sole Source Purchase – Collcorp Inc. - Ironbrook – UV Disinfection System

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

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

Department: Public Service Department, Wastewater Division
Vendor: Collcorp Inc. - Ironbrook UV Corp
Item Purchased: UV Disinfection System Lamps, Parts and Installation of 2 Bank Lamps
Dollar Amount: Not to exceed \$39,000 (FY25 account 590-453670-930200)

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

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

slr



Andy Schor, Mayor

**PUBLIC SERVICE
DEPARTMENT**

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

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



TO: Stephanie Robinson, Senior Buyer

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

DATE: November 14, 2024

SUBJECT: Request for Sole-Source Purchase: Ultraviolet Disinfection Bulbs, Quartz Sleeves and Installation

This request is to procure bulbs, quartz sleeves and installation services for maintenance of the plant's Fischer & Porter Ultraviolet (UV) Disinfection System from sole-source supplier Ironbrook UV (Ironbrook) for \$38,648. Attached to this document are Ironbrook's quotation, and letters stating that ABB owns the Fischer & Porter design, and that Ironbrook is the exclusive distributor.

The Fischer & Porter UV system disinfects the treated water before it is released to the Grand River. The City's National Pollutant Discharge Eliminations System Permit requires that effluent from the wastewater plant be disinfected before discharging it into the river.

We need to periodically replace bulbs and sleeves as they wear out to ensure that we maintain the UV light intensity that provides the disinfection. This quote includes enough bulbs and sleeves to refit 1 of the 4 flow channels. It also includes \$3,800 for installation.

Funds will be drawn from the following account:

\$38,648 590-453670-930200-0 Equipment Repair and Maintenance

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

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

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

Sole Source Cover Sheet

Project: UV Bulbs, Quartz Sleeves and Installation

206.05. - Sole source procurement. This request adheres to the portions of the ordinance checked below.

- (c) The criteria to be followed by the Director in determining that there is only one source for supplying the requested supply, service, or construction item are:

_____ Special features are required; or

_____ Special market conditions exist; or

_____ Special services or facilities are required; or

_____ The source is unique or special in nature; or

X _____ The source is limited or proprietary; or

_____ Sales territories or product availability within limited geographical boundaries require sole source procurement; or

_____ Where standardization or compatibility is the overriding consideration and such compatibility or standardization can only be achieved through the purchase or use of a unique product; or

_____ Where a product or service is specifically identified as part of a grant award.

Discussion/Notes:

Sole Source Manufacturer – ABB Inc.

ABB is the sole source manufacturer of products for the Fischer & Porter Ultraviolet Disinfection Systems.

Sole Source Agent/Distributor – Ironbrook UV

The distributor, Ironbrook UV, is the sole source distributor for ABB of products for the Fischer Porter Ultraviolet Disinfection Systems.



ironbrookUV

F&P ULTRAVIOLET SPECIALISTS

September 27, 2024

Rick,

Please refer to following for pricing on parts for the Lansing UV system;

Type 214 Quartz Sleeves	Qty 288	\$32.00ea.	\$9216.00
	Qty 576	\$27.00ea.	\$15 552.00
Lamps G64T5L (includes install)	Qty 288	\$39.00ea.	\$11 232.00
	Qty 576	\$33.50ea.	\$19 296.00
Installation of lamps already on site (2 Banks)	Qty 1	\$3800.00	\$3800.00

US Funds

Net 30

Delivery approx. 4 weeks after receipt of PO.

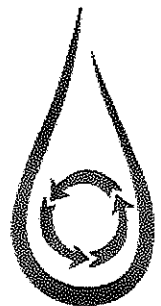
→ \$38,648

If you have any questions please do not hesitate to call or email

Regards,

Jamie Collins
Ironbrook UV (Division of Collcorp, Inc)
1055 Country Rd 6 North
Tiny, Ontario L9M 0R4
Tele: 705 533 1853
Fax: 705 533 3786
GST: 824428635
jammerc@rogers.com
ironbrookuvcorp@rogers.com

Ironbrook UV a division of Collcorp Inc
1055 County Rd 6N, Tiny ON, Canada L9M0R4 * 705-533-1853 * Toll Free 866-682-4442
Fax 705-533-3786 * ironbrookuvcorp@rogers.com * www.ironbrook.com



**CITY OF LANSING**

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

TO: COLLCORP INC
IRONBROOK UV CORP
1055 COUNTY ROAD 6N
TINY, ON 904
NORASMAIL@ROGERS.COM
(705) 533-1853

PURCHASE ORDER

P.O. NUMBER	P091704
DATE	01/21/2025
VENDOR I.D.	V010733
FOB	None
REQUISITION NO	PR021187

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

DELIVER ITEMS TO:

PUBLIC SERVICE WASTEWATER TREATMENT
1625 SUNSET ST
LANSING, MI 48917
ATTN JANETTE TATE

SEND INVOICE TO:

PUBLIC SERVICE WASTEWATER TREATMENT
1625 SUNSET ST

LANSING 48917

Item No.	QTY	Description	Unit Price	Extended Price
1	576.00	TYPE 214 QUARTZ SLEEVES <i>590-453670-930200 \$15,552.00</i>	\$27.00	\$15,552.00
2	576.00	LAMPS G64T5L (INCLUDES INSTALL) <i>590-453670-930200 \$19,296.00</i>	\$33.50	\$19,296.00
3	1.00	INSTALL 2 BANKS LAMPS ON SITE <i>590-453670-930200 \$3,800.00</i>	\$3,800.00	\$3,800.00
Total:				\$38,648.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

Debbie A. Kelleher

Date

Printed: 02/12/2025

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: January 10, 2025

SUBJECT: Sole Source – Ironbrook - UV Disinfection System

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

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

Based on the attached letter we recommend issuing a sole source purchase order to Ironbrook, in the amount of \$ 38,648.00 per the request of the Public Service Department Wastewater Division account # 590.453670.930200.0

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: February 12, 2025

SUBJECT: Sole Source Purchase – Collcorp Inc. - Ironbrook – UV Disinfection System

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

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

Department: Public Service Department, Wastewater Division
Vendor: Collcorp Inc. - Ironbrook UV Corp
Item Purchased: UV Disinfection System Lamps, Parts and Installation of 2 Bank Lamps
Dollar Amount: Not to exceed \$39,000 (FY25 account 590-453670-930200)

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

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

slr



**CITY OF LANSING
INTERNAL AUDITOR**
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

MEMO: Sole Source Purchase – Dubois-Cooper – Facility Equipment

Date: March 04, 2025
To: Ways & Means Committee
From: Charles H Randall, Internal Auditor

Overview

- Department: Wastewater division of the Public Service Department
- Vendor: Dubois-Cooper Assoc.
- Item/Service: Bar screen replacement at the Lansing Avenue Pump Station
- Dollar Amount: \$803,000
- Justification: 206.05 (c) (2) Special Market Conditions & (4) Unique or Special Source & (5) Proprietary Source & (6) Sales Territory & (7) Standardization – Emergency equipment replacement requiring unique specification of brand parts and equipment manufactured only by one source and sold in region by only one authorized vendor. Similar brand of parts and equipment used elsewhere in wastewater system.

Notes / Comments / Questions

- Failure of unique equipment would result in interruption of critical services.
- Unique brand of equipment meets specific requirement needs.
- Vendor is sole source distributor of selected brand and is available for emergency installation.
- Utilizing the same equipment brand should allow standardized maintenance and spare parts stocking for the multiple pieces of similar equipment.

Opinion

The purchase meets necessary requirements for sole sourcing.



Sole Source Memo Letter

Information Page

Creator

Stephanie Robinson

Contact Person *

Stephanie Robinson

Department

Finance

Contact Person**Phone**

5174634128

Contact Person Email

stephanie.robinson@lansingmi.gov

Goods or Service? *

☒ Goods

☐ Services

Vendor Name *

Dubois Cooper

Vendor Number

v018368

Approval Deadline

2/21/2026

Proposed Start Date

2/21/2026

Proposed End Date

2/13/2026

Account Number**Purchase Order****Number****Deadline Info****Justification**

PURCHASE OF 2 DUPERON BAR SCREENS AND A COMPACTOR FOR WWTP LANSING ARE PUMP STATION EQUALIZATION BASIN PROJECT

Routing

Mayor's Office: Click Forward Packet, then submit to complete task.

Mayor Approval

☒ Approved ☐ Denied

Mayor Signature
(Approval)



Support Documents

SOLE SOURCE DUBOIS COOPER WWTP SERVICES LETTER TO MAYOR FROM PURCHASING.pdf	92.79KB
5005-27-LAPS Equipment Sole Source Justification Memorandum-approved.pdf	193.19KB
Duperon Sole Source Letter.pdf	163.63KB
P12328 R4 Lansing Ave PS MI Firm Scope_pricing.pdf	621.09KB
Screen and Compactor Purchase Recommendation Memo - LAPS EQ Basin Project - Signed.pdf	95.59KB
Sole Source Cover Sheet - LAPS Screen and Compactor.docx	16.44KB

Purchasing PO

P091864 DUPERON CORPORATION WWTP.pdf	128.39KB
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Cover Letter

SOLE SOURCE DUBOIS-COOPER DUPERON COUNCIL COVER NOTICE 2025.pdf	98.59KB
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Forward Packet*

☐ Done

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: February 10, 2025

SUBJECT: Sole Source – Dubois-Cooper

The City of Lansing WWTP Department requests that Dubois Cooper be designated as a Sole Source vendor for the WWTP for City of Lansing.

Please see the attached letter from William Brunner regarding the request. Dubois-Cooper is only authorized representative in Michigan for Duperon bar screens and compactors. We currently have Duperon bar screens and need to have replacements. Duperon is located in Saginaw, close enough for quick delivery for spare parts and short waits for service technicians. We wish to purchase two Duperon bar screens and a compactor.

Based on the attached letter from William Brunner, Rory Moss and Andrew Kilpatrick we recommend issuing a sole source purchase order to Dubois Cooper in the amount of \$ 803,000.00 for FY24. Funds will be obtained from SRF loan for the CSO 019 and Lansing Ave Pump Station Equalization Basin Project (WWT-24-1, SRF NO. 5005-27)

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: February 17, 2025

SUBJECT: Sole Source Purchase – Duperon – Dubois-Cooper

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

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

Department: Public Service Department WWTP
Vendor: Duperon – Dubois Cooper
Item Purchased: Bar Screens and Compactor

Dollar Amount: \$ 803,000.00

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

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

sr

Sole Source Cover Sheet

Project: Bar Screen and Compactor for Lansing Avenue Pump Station Equalization Basin Project

206.05. - Sole source procurement. This request adheres to the portions of the ordinance checked below.

- (c) The criteria to be followed by the Director in determining that there is only one source for supplying the requested supply, service, or construction item are:

☒ Special features are required; or

☐ Special market conditions exist; or

☐ Special services or facilities are required; or

☐ The source is unique or special in nature; or

☒ The source is limited or proprietary; or

☐ Sales territories or product availability within limited geographical boundaries require sole source procurement; or

☒ Where standardization or compatibility is the overriding consideration and such compatibility or standardization can only be achieved through the purchase or use of a unique product; or

☐ Where a product or service is specifically identified as part of a grant award.

Discussion/Notes:

Sole Source Manufacturer – Duperon

Duperon is the sole source manufacturer of Duperon bar screen and compactors.

Sole Source Agent/Distributor – Dubois-Cooper

The distributor, Dubois-Cooper, is the sole source distributor for Duperon products in the Michigan territory.

MEMO

To: Nicole McPherson, PE, City of Lansing City Engineer

Cc: Bill Brunner, PE, Project Engineer, City of Lansing

From: Marc Teitsma, Tetra Tech
John Barber, Tetra Tech

Date: November 18, 2024

Subject: City of Lansing
Lansing Avenue Pump Station Equalization Basin
Bar Screen and Compactor Evaluation

1.0 SUMMARY

The Lansing Avenue Pump Station (LAPS) Equalization Project consists of the construction of a 5 million gallon concrete basin and associated piping, odor control, electrical and instrumentation. Included in the project is the replacement of the bar screens in the existing pump station.

The bar screen equipment in the existing pump station is failing and is in urgent need of replacement. Instead of waiting for the project to be bid through the SRF process, the City of Lansing would like to prepurchase two new bar screens and a screenings compactor using the SRF Design Guidance sole source procurement.

2.0 BAR SCREEN EVALUATION

The pump station facility currently receives raw wastewater from the 66" interceptor sewer. The influent structure splits the flow into two, 48-inch-wide channels at the north end of the pump station. The channels are currently screened by non-mechanical bar screens mounted in each channel and cleaned by an overhead gripper assembly. Each bar screen has a 2-inch clear opening. The gripper lowers from the top level to the bottom of the channels and removes debris from either bar screen, hoists the debris to top level, and releases it into a dumpster.

The two existing bar screens and gripper assembly will be replaced with mechanically cleaned bar screens. Duperon mechanically cleaned bar screens are proposed for screen replacement and they are the preferred manufacturer of the WWTP staff. The bar screens will extend from the channel up to the main floor of the building and will discharge to a washer compactor unit to the existing dumpster. Duperon is proposing FlexRake FR IQ® bar screens with 1.5-inch clear bar spacing and VFDs. The 1.5-inch clear bar spacing was determined to be the preferred spacing possible to produce allowable slot velocities while only one channel and screen is in operation. This calculation is based on a 60 MGD peak flow through a single channel. The clear bar spacing has been reviewed with the WWTP staff to remove the quantity of debris the WWTP staff would expect during normal and high flow operations. The Duperon Screens will convey the screened material to the upper level based on elapsed time, channel differential elevation upstream and downstream of the screens, operator input, or other means. The screens will have VFDs to control the speed of the screens.

A washer compactor unit will be provided to reduce the weight and volume of the screenings material being disposed from the two bar screens. The compactor unit will discharge to the existing dumpster. One Duperon washer compactor is proposed for handling of the screens discharged from the two bar screens and is the preferred manufacturer of the WWTP staff. The washer compactor utilizes counter-rotating augers which simultaneously compact and positively displace the screenings. The screenings will be conveyed from the washer compactor using the Duperon Discharge Extension Option (DEO), directing the solid waste to the existing dumpster and returning organics back to the channel through flood washing drain ports.

Reasons for sole source procurement of the bar screens and screening compactor are as follows:

1. The LAPS is the largest pump station in the City of Lansing sanitary sewer system. Nearly 60% of the sanitary flow from the City goes through the station. Therefore, operation of the station without interruption is critical.
2. The existing bar screen mechanism is failing and emergency repairs are needed to keep it in operation. Complete failure of the existing equipment would lead to disruption of the operation of the pump station.
3. Sole source procurement of the bar screen and compactor will save approximately 5 months of time versus bidding the equipment through the SRF bidding process. **It is the City's plan to prepurchase the equipment so that as soon as the contract for the project has been awarded, the contractor can begin immediate replacement of the existing equipment.** The delivery of the bar screens through sole source procurement would be in approximately June 2025 whereas delivery via the SRF bidding process would be in approximately November 2025.
4. Duperon is the only manufacturer that can meet the proposed project specifications.
5. The City has bar screens from Duperon at their WWTP and pump stations. They are familiar with the operation and maintenance and repairs of the screens. The City desires to keep the same manufacturer due to the high quality, excellent performance, and to allow for ease of maintenance.
6. Spare parts for the new bar screen would be the same as in the other City facilities making for ease of repair.
7. Duperon is located in Saginaw, Michigan providing quick delivery of spare parts and short waits for service technicians.
8. The equipment meets the US EPA BABA requirements.
9. The installation of the bar screens and compactor will be through a competitive bid process. The project documents will call for the contractor to install the "Owner Procured" equipment and the other improvements involved with the project.

3.0 CONCLUSION

Based on the evaluation described above, the City has determined the Duperon bar screen and screenings compactor are more suitable for their installation. .

Therefore, the City has selected to sole source and design around the Duperon bar screen system for this project.

Content reviewed and approved for
CWSRF by David J. Worthington, EGLE- 12/3/24

David J. Worthington



January 27, 2025

Tetra Tech, Inc.
3497 Coolidge Road
East Lansing, MI 48823

Thank you for considering Duperon for the Lansing Ave Pump Station EQ Basin Project.

Please accept this letter as confirmation; Duperon Corporation is the sole sourced manufacturer for the FlexRake®, FR IQ and Dual Auger Washer Compactor System. This system is manufactured by Duperon Corporation and is not made under license or any other arrangement. Additionally, DuBois-Cooper Associates is our only authorized representative for the Michigan Territory.

- 1) Maintenance is 100% accomplished from the operating deck level eliminating the need for confined space entry.
- 2) Powerful drive lifts up to 1,000 lbs. The Duperon® use of premium efficiency Sumitomo Cyclo gear motors eliminates abrasive sliding contact. Unique rolling contact, low operating speeds and the non-lubricated bearing allow for five-year maintenance schedules on the gearbox.
- 3) FlexRake®, FR IQ link system is a patented technology that allows for scraper entry to the screen field at the lowest possible level to maximize stone and gravel collection from the bottom of the channel. Also, the link is engineered to double peak speeds during events, capable of cleaning the full screen every 7 seconds.
- 4) Duperon Washer Compactors are Patented Technology and are the only Dual Auger Positive Displacement Washer Compactors in the Industry.
- 5) Dual Auger Washer Compactor features positive displacement augers to eliminate debris wrapping and maintenance associated with other technologies. This is coupled to an active compaction zone to ensure all debris are processed, washed and consistently dewatered before being discharged into the debris bin.

As outlined in the Lansing Ave Pump Station EQ Basin Request for Proposal specification, as of January 27th, 2025, in our best faith estimate we currently comply with the Build America, Buy America Act requirements.

We look forward to fulfilling your treatment needs for this project. If you have any questions or need further information, please don't hesitate to contact Duperon.

Thank you,

Tammy Bernier
Chief Executive Officer
Duperon Corporation



Date: January 27, 2025

Proposal #P12328 R4

Project: Lansing Ave Pump Station EQ Basin Project
City of Lansing, Michigan

Engineer: Tetra Tech, Inc.
3497 Coolidge Road
East Lansing, MI 48823

Owner: City of Lansing
124 Michigan Avenue, Suite 8
Lansing, MI 48933

Addendum: Addendums 1-6 received & acknowledged

Duperon Contact:

Jeremy Martuch – Sales Project Manager
jmartuch@duperon.com

Steve Aiken - Regional Sales Manager
saiken@duperon.com
(989) 401-7110

Local Representation:

Jason Frederick
DuBois-Cooper Associates
(734) 455-6700
jfrederick@duboiscooper.com

To: City of Lansing

Duperon is pleased to offer the following scope of supply for the screening requirements at the Lansing Ave Pump Station EQ Basin project. We look forward to the opportunity to work with you and thank you for your consideration.

Note: Duperon equipment is the basis of design for the mechanical bar screen and washer compactor for this project.

Scope of Supply:

Specification Sections: Section 11330 – Screening Equipment

Section 14551 – Screenings Washer-Compactor Conveyors

Drawings: D-201, D-202, D-306

(2) Mechanical Bar Screen - Stainless Steel Link Driven, Front Cleaning, Front Return

- **Model FlexRake®**
 - **FR IQ – Modular Construction - Indoor Installation**
- Continuous Cleaning without an operator
- Head Sprocket Only Design – no critical components under water
- Continuous Cleaning, top to bottom, the entire width of scraper
- Scrapers of UV Stabilized, self-lubricating, long-wearing UHMW-PE
- SSTL304 Side fabrications, dead plate and cross members
- SSTL304 Full enclosure covering from deck to discharge
- SSTL304 Enclosure access panels
- Name Plate(s)
- Three modular sections per screen
- SSTL304 Fasteners
- SSTL304 Side Shields
- 1 HP motor
- SSTL316 FlexLinks
- SSTL304 Drive Head:
 - Drive Sprockets and components SSTL304
 - Drive Shaft SSTL304

Dimensions and design criteria

- 4.00 ft channel width
- 7.29 ft channel height
- 23.20 ft channel invert to top of operating deck
- 4.5 ft discharge clearance into washer compactor
- 32 ft nominal length of FlexLink and scraper system
- 9 ft screen field length
- 1.50 inch clear opening
- 0.25 inch x 1.00 inch SSTL304SSTL rectangular-shaped bar screen
- 10 degree from vertical
- 1.00 ft head differential
- 7,000 lbs. estimated weight

Hydraulic Profile

- See attached models for hydraulic performance information.
- 60 MGD Peak Flow with minimum 5.25 ft downstream water level @ 25% blinding factor
- 5.60 MGD Average Flow with minimum 1.00 ft downstream water level @ 25% blinding factor

Estimated Anchors Needed Mechanical Bar Screen:

Estimated Anchors Needed for FlexRake (by Duperon):

- 304 SSTL Anchors
 - Anchors for toes and plates
 - 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HILTI KWIK bolt TZ
 - Minimum concrete depth of 6-3/4 inches
 - Anchors for Return Guide / Closeout, per screen
 - 9.5 mm (3/8 inch) diameter x 85 mm (3-3/8) inch long Embed HILTI KWIK bolt TZ
 - Minimum concrete depth of 5-1/16 inches
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points

(1) Duperon® Washer Compactor - Dual Auger Unit

- **Model WC3.B3.5.0.11**
 - 3HP Motor and gearbox
 - 7.62 ft unit length
 - 1.29 ft unit width
 - Custom receiving hopper to accept debris from (2) screens
 - (1) Hopper spray bar
 - SSTL304
- Reduced Maintenance
 - Accepts variable debris up to four inches, including rocks, clothing, concrete, metal, grease and septage – eliminating jams and equipment shutdown
 - Positive displacement technology assures that all debris which enters the hopper is washed, compacted, and discharged for disposal
 - Durable dual auger design eliminates debris wrapping
 - Non-clogging flood wash port located prior to compaction housing – ideal for non-potable water
- Reduced Odor
 - Up to 60% dry solids and up to 60% mass/weight reduction – significantly reducing fecal content and odor
- Reduced Landfill Costs
 - Up to 84% volume reduction
 - Self-Regulating Compaction Housing – allows for consistent dry solids output regardless of fluctuations in debris volume
- Reduced Power Consumption
 - 1 HP inverter duty motor consumes just 746 watts
 - Requires .75 KWH

Discharge chute design

- 10.00 ft long discharge chute with required bends and supports
 - (2) Chute supports
 - Lifting eyes on each chute section

Water supply and drain criteria

- Non-Clog Flood Washing
- Utilizes filtered effluent or municipal water
- Consumes 3 to 10 gallons per minute at 40 to 60 PSI
- 6.00 inch NPT male drain connection
- 0.50 inch NPT water supply connection
- Ball valves and WYE strainer to be provided by others
- Solenoid valve supplied by Duperon (shipped loose)

Washer Compactor Caster Frame System

- SSTL304 Frame Structure
- 4 high durable casters
- Locking pin quick disconnect anchor system
 - *NOTE: All conduit, hardware, quick disconnects and field wiring between equipment shall be provided by others.

Estimated Anchors Needed for Washer Compactor:

Estimated Anchors Needed (by Duperon):

- 304 SSTL Anchors
 - Anchors for toes and plates
 - 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
 - Minimum concrete depth of 6-3/4 inches

(Qty 2) Controls Package, Bar Screen VFD Panel

- **NOTE: Per NFPA 820, the main control panel shall not be in an NFPA-classified area.**
- Main circuit breaker disconnect for incoming power 480V/60Hz/3Ph
- Wall mount NEMA 4 enclosure
- Enclosure to be:
 - Located indoors in an unclassified area
- Each enclosure to provide control for the following equipment
 - (1) FlexRake with 1.0 HP motor driven by AB PowerFlex 753 VFD with panel mounted keypad, line reactor, and load reactor
- Relay Based control, to include
 - Pilot lights, push buttons and selector switches on front door
 - Terminal blocks, ETM's, breakers, and relays where required
 - Hand-Off-Auto selector switch uses PB station in Hand mode
 - Hard contact SCADA Interlock(s) Run, No Fault, Auto, Remote start
 - Adjustable on/off cycle timers
 - Controlled by SCADA in auto mode
- Enclosure environmental controls and accessories
 - Heater, fan, and thermostat
 - Print pockets
- Instrumentation
 - None, others to supply
- Local to equipment mounted devices
 - (1 per FlexRake, 2 total) Four hole NEMA 4X/7/9 enclosure with E-Stop maintained contact pushbutton, Jog-Reverse pushbutton, Forward pushbutton, and Speed Control potentiometer
 - (1 per FlexRake, 2 total) Emergency Stop pull cord with NEMA 7 switch
 - (1 per FlexRake, 2 total) NEMA 7 rated disconnect switch

(Qty 1) Controls Package, Washer Compactor Control Panel

- **NOTE: Per NFPA 820, the main control panel shall not be in an NFPA-classified area.**
- Main circuit breaker disconnect for incoming power 480V/60Hz/3Ph
- Wall mount NEMA 4X 316 stainless steel enclosure
- Enclosure to be:
 - Located in an unclassified area
- Enclosure to provide control for the following equipment
 - (1) Washer Compactor with 1.0 HP motor driven by AB PowerFlex 753 VFD with panel mounted keypad, line reactor, and load reactor
- PLC Based control, to include
 - AB CompactLogix PLC system with L330ER processor, 24VDC I/O, and all power supplies, I/O etc. for a complete system
 - 15" AB PanelView Plus 7 HMI
 - AB Stratix 5800 managed ethernet switch with multimode fiber gigabit SFP, ethernet and fiber optic patch cables, and 12 port fiber optic patch panel
 - UPS with monitored bypass contactor
 - Pilot lights, push buttons and selector switches on front door
 - Terminal blocks, ETM's, breakers, and relays where required
 - Hard contact and Ethernet interlocks to SCADA
- Enclosure environmental controls and accessories
 - Heater, fan, and thermostat
 - Print pockets
 - Externally mounted control transformer
- Instrumentation
 - None needed
- Local to equipment mounted devices
 - (1) Four hole NEMA 4X/7/9 enclosure with E-Stop maintained contact pushbutton, Jog-Reverse pushbutton, Forward pushbutton, and Local-Off-Remote selector switch
 - (1 per FlexRake, 2 total) Emergency Stop pull cord with NEMA 7 switch
 - (1 per FlexRake, 2 total) NEMA 7 rated disconnect switch

Bar Screen Spare Parts (per screen)

- (10) Snap Rings
- (4) Link Clevis Pins
- (4) Button Head Cap Screw
- (4) 3/8"-16 Nylock Nut
- (1) Snap Ring Tool
- (12) 1 oz. Anti-Seize Lubricant
- (4) 316SSTL FlexLinks
- (4) UHMW Scrapers

Washer Compactor Spare Parts

- (2) Upper/Lower Support: Auger
- (2) Side Support: Auger
- (24) FHCS: 0.25-20x1
- (24) 0.25 Flat Washer SAE
- (24) 0.25 Nylock Nut
- (1) 1 oz. Anti-Seize Lubricant
- (1) 14 oz grease tube
- (1) Solenoid Valve

On Site Technical Assistance for Installation Certification, Start-Up, and Training

- (1) Trip(s)
- (1) Technician
- (2) 8 hour man-day(s) total onsite
- *If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*

Operation and Maintenance Manuals

- 6 Hard Copies

Warranty

- One Year Standard material and workmanship for Washer Compactor
- Three Year Standard material and workmanship for Screens
- Five year warranty on all rotating parts (**FlexRake only**)

Freight to Jobsite

Price: \$803,000.00

Price is valid for 90 days from bid date.

Delivery:

- Submittals: 6-8 weeks after approved purchase order, based on workload
- Equipment Ship: 18-26 weeks after approval to release manufacturing, based on workload
- FOB Jobsite, Freight Paid

Modular Construction Notes:

- The bar screen will be shipped from the factory fully assembled with the exception of the operating deck enclosure(s) and intermediate deck side shields, if there are any specified.
- If this installation requires modular construction, please be guided by the following:
- The installation contractor will need to disassemble the bar screen at the site and in locations directed by Duperon and approved for during the submittal process. The contractor will then reassemble the bar screen in the facility. The contractor is required to provide all material, equipment and labor for this process.

- The overall bar screen unit will be fabricated so that it can be split into disassembled segments at the project site. Precise segments depend on site constraints and bar screen dimensions. Each segment will have the exploded sidefab detail as illustrated in our installation guide. The weights of the sections will be proportioned from the overall weight listed in the proposal.
- The drive head assembly may need to be removed if site constraints, for example navigating around a corner, require it.
- The FlexLink and scraper system will need to be removed in segments of approximately six links, or about 6 ft each. The FlexLinks have a snap ring holding the FlexLink pin. These FlexLinks will need to be marked so that the contractor knows what FlexLink connects to what FlexLink during the reassembly process.
- The enclosures and or side shields for the operating deck and intermediated deck, if required will be shipped unassembled. These will comprise anywhere from 10 to 20 pieces per bar screen. These pieces of SSTL sheet metal will need to be bolted together once the bar screen is installed.
- Duperon contact: If any have further questions on our modular construction process, please contact our application engineer at 800.383.8479.
- Disclaimer: Duperon cautions the contractor, whom we assume is familiar with bar screens that an allowance for the disassembly should be accounted for in their bid. Without knowing the skill set, rigging provisions, and manpower the selected contractor will apply, it is difficult for us to provide specific details on this subject. The above language is only made as an approximation and is not guaranteed.

Exceptions:

- As noted

Clarifications:

General Clarifications

- Prices are valid for 90 days unless stated otherwise in the proposal
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 3 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$1200 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.
- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.
- All anchor bolts require a minimum concrete depth of 1.5 times the embedment

Bar Screen Clarifications

- The bar screen will be shipped fully assembled, if modular construction is needed because of site constraints, please see our Modular Construction notes above
- It is recommended on sites with solid plate/grating across channels; that channel ventilation connection points occur upstream of mechanical screening equipment as necessary to relieve the channel fumes from exhausting only through the equipment enclosure
- Freeze protection not included
- Field assembly of SSTL screen enclosure and debris shields required.
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points.
- Crane may be required for unloading.
- Spreader bar may be required for unloading

- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions.

Washer Compactor Clarifications

- Some minor field assembly required
- Water supply and discharge piping by others
- Mounting hardware by others
- Ball valves and WYE strainer to be provided by others

Controls Clarifications

- All conduit and field wiring between the equipment by others
- Mounting hardware by others

Not Included:

- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (i.e., unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchors.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the FlexRake.
- Additional structure for seismic or wind conditions.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information.
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing.
- Discharge system.
- Stilling wells.

Payment Terms:

- 5% Due with placement of order
- 20% Invoiced upon submittal of engineering drawings
- 70% Invoiced at time of shipment
- 5% Invoiced upon successful start up or 60 days after shipment, whichever is less.
- All payments are due Net 30 days
- Based upon review and approval by Duperon credit department.
- No retentions allowed.

Proposal Terms:

- This offer is subject to the enclosed Duperon Corporation Terms and Conditions page unless alternate terms and conditions are specifically negotiated in writing and are signed/accepted by Duperon Corporation at the time of purchase.
- May be subject to material price escalation.
- This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements.
- Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.

Order Processing:

To facilitate timely order processing and submittals, refer to this proposal number and please list purchaser contact, telephone, fax, and email with your purchase order. Please provide with your order a copy of trade references and, if tax exempt, please provide a resale or tax exemption certificate. Purchase Order should be sent to and payment remitted to:

Duperon Corporation
1200 Leon Scott Court
Saginaw, MI 48601
Ph. 800-383-8479
Fax 989-754-2175

Approved for Purchase by:

Signature

Date

Printed Name

Phone Number

Title

Company Name & Address

Purchase Total

[illegible]

Duperon requires a minimum of 1.00 ft water depth when the unit is in operation to keep the SSTL FlexLinks lubricated and ensure an optimal amount of screening area. This does not apply to LowFlow, FR IQ, and GTS units.

Head loss is calculated using Bernoulli equation: $HL = (1/C^2) \cdot (V^2 - V_0^2) / (2g)$. Flow coefficient $(1/C^2) = 1.43$ should be used for general applications (FP, HD, SCT, FR IQ ≥ .62). $(1/C^2) = .99$ is used for teardrop bars (LF, FPFS, FPFS-M, FR IQ ≤ .5, GTS). ‡

At design average flow conditions, approach velocities should be no less than 1.25 fps, to prevent settling. ††

Satisfactory designs have provided for velocities of 2 to 4 fps through the openings of mechanically cleaned screens.†††

References: ‡Hydraulic Similarity of Headloss Predictions (WEF abstract) 2010, L. Botero, M. Woodley. ††Recommended Standards for Wastewater Facilities (10 States), 61.122 (2014). †††WEF MOP 8 5th ed. 2010.

Duperon Corporation Terms and Conditions

The Terms and Conditions ("Terms") contained herein shall apply to any and all Equipment sales by Duperon Corporation, Inc ("Duperon Corporation") to Purchasers ("Purchasers"). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. Any changes in the Terms contained herein must specifically be agreed to in writing and signed by Duperon Corporation before becoming binding on either party. The sale and purchase of Equipment described herein shall be governed exclusively by the foregoing and the following Terms:

1. **ACCEPTANCE:** Any prior Duperon Corporation price quotation or pricing letter is for Purchaser's information only. Duperon Corporation shall only be bound by written confirmation of acceptance of the proposal. All Purchaser orders and agreements are expressly conditioned upon assent to these terms and conditions. Terms additional to or different from those in these terms and conditions are rejected. Duperon Corporation and Purchaser agree that these terms and conditions are accepted in good faith by both parties as the controlling terms and conditions notwithstanding Section 2-207 of the Uniform Commercial Code, as enacted. Duperon Corporation's commencement of performance is not to be construed as acceptance of any of Purchaser's terms or conditions. Duperon Corporation may commence performance in reliance on Purchaser's acceptance of these terms and conditions.
2. **SPECIFICATIONS:** The proposal or Equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The Equipment will meet the mechanical specifications as described by Duperon Corporation.
3. **ITEMS INCLUDED:** Duperon Corporation's offer includes only the listed Equipment and does not include erection, installation, accessories or associated materials such as controls, piping, etc.
4. **PARTIES TO CONTRACT:** Duperon Corporation is not a party to or bound by the terms of any other Purchaser contract, agreement, or understanding with third-parties and Duperon Corporation's duties are limited to this proposal with Purchaser to which there are no intended third-party beneficiaries.
5. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of a proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. Duperon Corporation or its supplier's shipping points with freight allowed. All claims for damage, delay or shortage shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the Equipment shipped, notifying Duperon Corporation of any damage or shortage within forty-eight hours of receipt. Failure to so notify Duperon Corporation shall constitute acceptance by Purchaser, relieving Duperon Corporation of any liability for shipping damages or shortages.
6. **PAYMENTS:** All invoices are net 30 days. Delinquencies and failure to pay after demand by Duperon Corporation are subject to a 1.5% service charge per month or the maximum permitted by law, whichever is less, on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when Duperon Corporation is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on percentage of completion. Unless specifically stated otherwise, prices quoted are for Equipment only. If at any time the financial condition of the Purchaser gives Duperon Corporation, in its judgment, doubt concerning the Purchaser's ability to pay, Duperon Corporation may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Duperon Corporation until such payment has been received or terminate its contract.
7. **CREDIT APPLICATION:** Purchaser must complete a credit application if it wishes credit terms. The provision of credit is subject to acceptance by Duperon Corporation's Credit Department and its requirements.
8. **RETENTIONS:** Retentions are not included, unless specifically noted. Purchaser agrees not retain payment or any part of a payment. Failure to make payment in accordance with the agreed upon terms will result in a 1.5% per month service charge.
9. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the contractually agreed upon normal shipment date, or if material price increases (or decreases) are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to a shared risk escalation adjustment. Any escalation less than plus or minus 5% shall be absorbed by Duperon Corporation. All escalation (increase or credit) that exceeds 5% shall be passed onto the Purchaser at cost and shall be based upon increases (or decreases) in material costs to Duperon Corporation that occur in the time period between quotation and material procurement by Duperon Corporation. Purchaser agrees to this potential escalation (or credit) regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - (a) The total quoted revised price is based upon changes in the indices as published by third party sources, such as, the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Price Indices.
 - (b) Price revision for items furnished to, and not manufactured by Duperon Corporation, which exceed the above escalation calculation, will be passed along by Duperon Corporation to Purchaser based upon the actual increase in price to Duperon Corporation for the period from the date of quotation to the date of material procurement. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.
10. **BACKCHARGES:** Duperon Corporation will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of Duperon Corporation furnished materials unless such back charge has been authorized in advance in writing by a Duperon Corporation employee, by a Duperon Corporation purchase order, or work requisition signed by Duperon Corporation.
11. **APPROVAL:** If approval of Equipment submittals by Purchaser or others is required, a condition precedent to Duperon Corporation supplying any Equipment shall be such complete approval.

Duperon Corporation Terms and Conditions

12. **INSTALLATION SUPERVISION:** Unless specified, prices quoted for Equipment do not include installation supervision or on-site technical advice. Duperon Corporation recommends and will, upon request, make available, at Duperon Corporation's then current rate, an experienced installation supervisor to act as the Purchaser's agent to supervise installation of the Equipment. Purchaser shall at its sole expense furnish all necessary labor, Equipment, and materials needed for installation. Responsibility for proper operation of Equipment, if not installed by Duperon Corporation or installed in accordance with Duperon Corporation's instructions and inspected and accepted in writing by Duperon Corporation, rests entirely with Purchaser; and any work performed by Duperon Corporation personnel in making adjustment or changes must be paid by Purchaser at Duperon Corporation's then current per diem rates plus living and traveling expenses. Duperon Corporation shall not be responsible for results in connection with the installation of the Equipment or technical advice not provided or furnished by Duperon Corporation.
13. **ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of nonacceptance is received by Duperon Corporation within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by Duperon Corporation unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of Equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
14. **TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be the responsibility of Purchaser.
15. **TITLE:** The Equipment shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of Duperon Corporation until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain Duperon Corporation's title and interest in and to such Equipment; and upon Purchaser's default, at Duperon Corporation's option, Duperon Corporation may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such Equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which Duperon Corporation may suffer from any cause.
16. **INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for Duperon Corporation's benefit, adequate insurance including, but not limited to, builders risk insurance on the Equipment against any loss of any nature whatsoever. Purchaser shall provide proof of said coverage prior to shipment.
17. **SHIPMENTS:** Any estimated delivery dates represent Duperon Corporation's best estimate. No liability, direct or indirect, is assumed by Duperon Corporation for failure to ship or deliver on such dates. Duperon Corporation shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, Duperon Corporation may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment. If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from Duperon Corporation that the Equipment is ready for shipment; and thereafter any storage or other charge Duperon Corporation incurs on account of the Equipment shall be added to Purchaser's account. If delivery is specified at a point other than Duperon Corporation or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond Duperon Corporation's reasonable control and occurring at a location other than Duperon Corporation or its supplier's shipping points, Duperon Corporation assumes no liability for delivery delay. If Purchaser refuses such delivery, Duperon Corporation may store the Equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.
18. **WARRANTY:** DUPERON CORPORATION WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "DUPERON WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, DUPERON CORPORATION SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER. THE PARTIES AGREE AND STIPULATE THAT AN EXPRESS WARRANTY PROVIDED TO PURCHASER IN WRITING IS THE SOLE WARRANTY REGARDING THE PRODUCT AND ANY SERVICE PROVIDED BY DUPERON CORPORATION. THE PARTIES SPECIFICALLY AGREE AND STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, AND DUPERON CORPORATION IS NOT LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, EXCEPT AS SET FORTH IN THESE TERMS AND THE EXPRESS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE EXPRESS WARRANTY.
19. **PATENTS:** Duperon Corporation agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said Equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement provided Duperon Corporation is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give Duperon Corporation needed information, assistance, and authority to enable Duperon Corporation so to do. In the event said Equipment is held or conceded to infringe such a patent, Duperon Corporation shall have the right at its sole option and expense to a) modify the Equipment to be non-infringing, b) obtain for Purchaser the license to continue using said Equipment, or c) accept return of the Equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. Duperon Corporation will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at Duperon Corporation's request. The foregoing states the entire liability of Duperon Corporation, with respect to patent infringement; and except as otherwise agreed to in writing, Duperon Corporation assumes no responsibility for process patent infringement.

Duperon Corporation Terms and Conditions

20. **CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by Duperon Corporation, the proposal, or Purchaser's order based on the proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by Duperon Corporation to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at Duperon Corporation's plant or elsewhere, shall be added to Purchaser's sole account. If Duperon Corporation stores Purchaser's product upon request, Purchaser agrees to be invoiced, and pay, as if the product shipped according to schedule and all risks incidental to storage shall be assumed by Purchaser. Duperon Corporation shall have the right to cancel any order or proposal without notice to Purchaser in the event that Purchaser becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.
21. **RETURN OF PRODUCTS:** No products may be returned to Duperon Corporation without Duperon Corporation's prior written permission. Said permission may be withheld by Duperon Corporation at its sole discretion.
22. **EXTENDED STORAGE:** Extended storage instructions will be part of the information provided at shipment. If Equipment installation and start-up is delayed more than 30 days, the storage instructions must be followed to keep WARRANTY in force.
23. **INDEMNIFICATION AND HOLD HARMLESS:** Duperon Corporation and Purchaser agree to hold harmless the other party from any and all liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments arising out of or resulting from injury to or death of any and all persons or from damage to or loss of property (or loss of use thereof) arising out of the sale, use, maintenance, and/or delivery of Equipment provided such liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments are caused by actual, or claimed, negligence or breach of warranty and do not arise from any warranty not approved or from any sales for a purpose not authorized, nor liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments caused in part by Purchaser's negligence or willful misconduct. Purchaser agrees to indemnify Duperon Corporation from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.
24. **LIMITATION OF REMEDIES:** Duperon Corporation's liability shall be limited to the obligation to repair or replace only those portions or parts of Equipment proven to have failed to meet in material respect the mechanical specifications as described by Duperon Corporation or for defects in workmanship or materials as described in the Duperon Corporation Warranty in Section 18. Duperon Corporation's cumulative liability in any way arising from or pertaining to any Equipment sold to Purchaser shall not in any case exceed the purchase price paid by Purchaser for said Equipment. IN NO EVENT SHALL PURCHASER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, CLAIMS BASED ON DELAY, OR ANY CONTINGENT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER PURCHASERS' CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, EQUITY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT PURCHASER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AT LAW OR IN EQUITY.
25. **FORCE MAJEURE:** Neither party shall be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay shall be caused by any reason beyond its control, including an act of God; fire, explosions, hostilities or war (declared or undeclared, striking or work stoppage involving either party's employees or governmental restrictions, provided that the party declaring force majeure shall give notice to the other party promptly and in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. The party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of these Terms as promptly as possible.
26. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, either written or oral, and is not subject to modification except by a writing signed by an authorized officer of each party. Any terms and conditions of any purchase order or other offer issued by Purchaser in connection with the subject matter of Duperon Corporation's proposal, which are in addition to or inconsistent with these terms and conditions, will not be binding on Duperon Corporation in any manner whatsoever unless accepted by Duperon Corporation in writing.
27. **APPLICABLE LAW AND ARBITRATION:** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. Any controversy or claim arising out of or relating to the performance of any contract resulting from the Equipment, the proposal, or the breach thereof, shall be settled by binding arbitration filed in Saginaw County, Michigan, in accordance with the Arbitration Rules of the American Arbitration Association and the parties agree to irrevocable personal jurisdiction in Michigan. Judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.
28. **NOTICES:** Unless otherwise stated, Purchaser shall deliver notices in writing via certified mail or reputable overnight courier (postage prepaid) to: Duperon Corporation, 1200 Leon Scott Court, Saginaw, MI 48601. Notices delivered in this manner become effective upon Duperon Corporation's actual receipt. Duperon Corporation's notices to Purchaser may be delivered via email, facsimile, ordinary or certified mail, reputable overnight courier, or invoice and are effective when sent.
29. **MISCELLANEOUS:** Titles and/or headings in these Terms are inserted for convenience only and are not intended to affect the interpretation or construction of the Terms. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Terms. The parties agree that time is of the essence. No assignment of any right or obligation under this Contract shall be made by either party without the prior consent of both parties and all others are void. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences. The parties deem that this Agreement was executed and to be fully performed in Saginaw, Michigan.



Andy Schor, Mayor

**PUBLIC SERVICE
DEPARTMENT**

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

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



TO: Stephanie Robinson, Senior Buyer

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

DATE: February 5, 2025

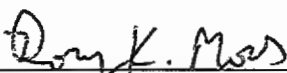
**SUBJECT: Request for Sole-Source Purchase: Bar Screens and Compactor
Lansing Avenue Pump Station Equalization Basin Project
WWT-24-1; SRF #5005-27**

This request is to procure two Duperon bar screens and a compactor for the Lansing Avenue Pump Station from Dubois-Cooper for \$803,000.00. Attached to this document: Sole Source Cover Sheet; the quote from Duperon;; a sole source memo from Duperon stating that it is the manufacturer of the Duperon bar screens, and that Dubois-Cooper is its only authorized representative for the Michigan territory; and a sole source memo from Tetra Tech to the City of Lansing, approved by Michigan Department of Environment, Great Lakes, and Environment (EGLE) representative David Worthington.

We currently have 4 Duperon bar screens installed in the Screen Building at the Lansing Wastewater Treatment Plant. They replaced bar screens that failed on day one of their operation—letting materials pass through and bypass the screens, especially rags, that clogged pumps and tangled around equipment, causing huge maintenance headaches. We judge the Duperon screens to be the best available for our needs. We like them for their high quality, excellent performance, and ease of maintenance. Spare parts and maintenance will be the same for the new and existing screens, making for ease of repair. Also, Duperon is located in Saginaw, Michigan, close enough to provide quick delivery of spare parts and short waits for service technicians. In addition, the attached memorandum from Tetra Tech to the City of Lansing states that Duperon is the only manufacturer that can meet the project specifications. EGLE also approved the sole source purchase as eligible for our State Revolving Fund (SRF) loan.

Funds for this purchase will be obtained from the SRF loan for the CSO 019 and Lansing Avenue Pump Station Equalization Basin Project (WWT-24-1, SRF No. 5005-27).

Please contact me at -4018 if you have any questions regarding this purchase recommendation.

Approved: 
R. Keith Moss, Wastewater Superintendent

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