

Rezoning Public Hearing: 6:15pm



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

August 5, 2025

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Public Hearing: Rezoning Code Amendments
5. Minutes of Public Hearing: Rezoning R3 to R5
6. Minutes of Council Meeting of July 1, 2025
7. Special Reports
8. Letters, Communications, and Citizens Communications
9. Administrative Reports
 - a. Mayor
 - b. City Administrator
 - c. Finance Director
 - d. Law Director
10. President of Council Report
11. Committee Reports
 - a. **Finance & Economic Development**
2025 Veterans Banners

Ordinance# 98-2025

AN ORDINANCE AMENDING ORDINANCE 68-2024 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2025; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Resolution# 64-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE FUNDS DONATED BY THE WOOD COUNTY VETERANS SERVICE COMMISSION FOR THE WOOD COUNTY BANNER PROJECT; AND DECLARING AN EMERGENCY.

Recommendation to Suspend the Rules,

***Waive the Three Readings, and
Pass as an Emergency Measure***

Resolution# 65-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE FUNDS DONATED BY MARK LAIR AND JANET LAIR FOR THE PURCHASE AND INSTALLATION OF A TABLE AND CHAIRS IN MEMORY OF ABIGAIL BROUWER TO BE PLACED AT RIVERSIDE PARK; AND DECLARING AN EMERGENCY.

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Resolution# 66-2025

A RESOLUTION AWARDED A BID AND AGREEMENT TO TYTEN TECHNOLOGIES INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND FIFTY CENTS (\$163,925.50) FOR THE INSTALLATION OF A NEW PHONE SYSTEM IN MUNICIPAL BUILDINGS; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Ordinance# 103-2025

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF CERTAIN REAL PROPERTY FOR THE PURPOSE OF CONSTRUCTING THE WEST BOUNDARY MULTI USE PATH PROJECT; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

b. Safety

Ordinance# 99-2025

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE CHAPTER 813

1st Reading, no vote required

Resolution# 67-2025

A RESOLUTION AWARDED A BID AND AGREEMENT TO THE POSITIVE TRADES GROUP IN THE AMOUNT OF FOUR HUNDRED NINETY-SIX THOUSAND SIX HUNDRED NINETEEN DOLLARS AND FIFTY CENTS (\$496,619.50) FOR REPLACEMENT OF THE HVAC SYSTEMS AT FIRE STATION 38 AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Resolution# 68-2025

A RESOLUTION REQUESTING THE OHIO DEPARTMENT OF TRANSPORTATION TO ESTABLISH SPEED LIMITS ON MAUMEE WESTERN RESERVE ROAD WITHIN THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

c. Recreation

d. Planning & Zoning

Ordinance# 100-2025

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, TO REZONE THE PROPERTY LOCATED AT 500 SANDUSKY STREET AND THREE (3) ADDITIONAL ADJACENT LOTS ON EAST FIFTH STREET FROM R-3 (SINGLE FAMILY RESIDENTIAL) TO R-5 (TWO FAMILY RESIDENTIAL)

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
A Vote is requested***

Ordinance# 101-2025

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, TO REZONE PROPERTY ON ROACHTON ROAD FROM PBP (PLANNED BUSINESS PARK) TO C-4 (HIGHWAY COMMERCIAL)

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
A Vote is requested***

Ordinance# 102-2025

AN ORDINANCE EXTENDING THE MORATORIUM ON THE GRANTING OF ANY PERMIT ALLOWING RETAIL DISPENSARIES, CULTIVATORS, OR ANY PROCESSORS OF CANNABIS WITHIN THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

1st Reading, no vote required

e. Personnel

f. Public Utilities

Resolution# 69-2025

A RESOLUTION AUTHORIZING AGREEMENTS WITH TRIMBLE AND RITTER GIS, INC. FOR A TOTAL AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$256,712.50) FOR ENTERPRISE ASSET MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES FOR THE DEPARTMENT OF PUBLIC UTILITIES; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and***

Pass as an Emergency Measure

Resolution# 70-2025

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE CITY FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF IMPROVEMENTS TO THE WATER POLLUTION CONTROL FACILITY (WPCF) AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

g. Service

Resolution# 71-2025

A RESOLUTION AUTHORIZING AN AGREEMENT WITH COMPASS MINERALS AMERICA INC. TO PROVIDE BULK ROAD SALT FOR THE 2025-2026 WINTER SEASON; AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

Resolution# 72-2025

A RESOLUTION AMENDING THE AGREEMENT WITH FREEDOM ROOFING, WINDOWS AND SIDING LLC, FOR THE MRE ROOF REPLACEMENT, TO AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$260,000.00); AND DECLARING AN EMERGENCY

***Recommendation to Suspend the Rules,
Waive the Three Readings, and
Pass as an Emergency Measure***

12. Other Business

- a. Request an Executive Session to discuss an imminent court action.

13. Adjournment

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 98-2025

DATE: August 5, 2025



Subject Matter/Background

Throughout the year, budget amendments may be necessary to move appropriations from one account to another or to request additional funding. While monitoring the budget through the beginning of January 2025 it was found that certain modifications need to be made.

These modifications can be found in Exhibit A.

Financial Review

The accounts associated with the modifications can be found in Exhibit A.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this as an Emergency is appropriate. The Finance Department is requesting an emergency to ensure such appropriations, powers, and duties within the annual budget shall be in effect immediately.

ORDINANCE 98-2025

AN ORDINANCE AMENDING ORDINANCE 68-2024 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2025; AND DECLARING AN EMERGENCY

WHEREAS, to provide for current expenses and other expenditures for the fiscal year ending December 31, 2025, the City of Perrysburg, Ohio, approved the 2025 city budget pursuant to Ordinance 68-2024 and subsequently amended by Ordinance 1-2025, Ordinance 68-2025, Ordinance 88-2025, and Ordinance 93-2025; and,

WHEREAS, it has been determined by the Mayor and Director of Finance that certain amendments should be made to the revenues, expenditures, and appropriations described in the approved 2025 budget for the City of Perrysburg, Wood County, Ohio; and,

WHEREAS, in order to reflect appropriate adjustments to the budget and otherwise provide for necessary appropriations, it is reasonable and appropriate to amend Ordinance 68-2024.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. To provide for current expenses and other expenditures for the City of Perrysburg, Ohio, during the fiscal year ending December 31, 2025, sums are set aside and appropriated as stated in Exhibit A attached hereto.

SECTION 2. To the extent the sums set aside and appropriated as stated in Exhibit A change those stated in Ordinance 68-2024, that Ordinance is amended.

SECTION 3. The Director of Finance is authorized to draw their warrant upon the City Treasury in the amount appropriated and for the purposes stated in this Ordinance upon receiving the proper certificates and vouchers therefore, approved by the officer authorized by law to approve the same or authorized by an ordinance or resolution of Council to make the expenditure.

SECTION 4. The Mayor and Director of Finance are authorized to enter into contracts in accordance with the laws of the State of Ohio and the Charter, ordinances, and resolutions of the City of Perrysburg, Ohio.

SECTION 5. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that such appropriations, powers, and duties within the annual budget shall be in effect immediately, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Budget Amendments - July 2025

Department	Account	Description	Amount
City Wide	1110-11755-53215	Phone System Upgrade - Monthly Service (3 Years) and Implementation	\$ 140,837.31
City Wide	1110-11755-54199	Phone System Upgrade - Hardware and Phones	\$ 23,088.19
Street Trees	2236-71645-54999	Other - Supplies and Materials	\$ (10,000.00)
Street Trees	2236-71645-53999	Other - Services	\$ 10,000.00
City Wide	4403-11755-55999	Capital Improvements	\$ 30,000.00
Total			\$ 193,925.50

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 64-2025

DATE: August 5, 2025



Subject Matter/Background

The City of Perrysburg submitted a request to the Wood County Veterans Service Commission (WCVSC) to sponsor the City's participation in the Wood County Banner Project; a tribute banner program to honor past and current members of the Armed Forces and their families. The Wood County Veterans Service Commission awarded a sponsorship in the amount of Seven Hundred Fifty Dollars and Zero Cents (\$750.00) to the City of Perrysburg, to offset the cost of tribute banners for the Veteran Banner Program.

This resolution is to accept the funds from the WCVSC.

Financial Review

There is no funding needed for this resolution.

Legal Review

This resolution has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency is recommended.

RESOLUTION 64-2025

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE FUNDS DONATED BY THE WOOD COUNTY VETERANS SERVICE COMMISSION FOR THE WOOD COUNTY BANNER PROJECT; AND DECLARING AND EMERGENCY

WHEREAS, the City of Perrysburg submitted a request to the Wood County Veterans Service Commission to sponsor the City's participation in the Wood County Banner Project; a tribute banner program to honor past and current members of the Armed Forces and their families; and,

WHEREAS, the Wood County Veterans Service Commission awarded a sponsorship in the amount of Seven Hundred Fifty Dollars and Zero Cents (\$750.00) to the City of Perrysburg; and,

WHEREAS; these funds are being utilized to offset the cost of tribute banners for the Veteran Banner Program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor is hereby authorized to accept the donation from the Wood County Veterans Service Commission in the amount of Seven Hundred Fifty Dollars and Zero Cents (\$750.00), with these funds to be used to offset the cost of tribute banners for the Veteran Banner Program.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio; and so that the donation can be accepted; this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 65-2025

DATE: August 5, 2025



Subject Matter/Background

This Resolution is to accept the donation from Mark Lair and Janet Lair in the amount of Five Thousand Three Hundred Fifty-Six Dollars and Zero Cents (\$5,356.00) for the purpose of purchasing and installing a table and chairs at Riverside Park to memorialize Abigail Brouwer.

This resolution was approved by the Finance Committee 3-0 to forward to City Council.

Financial Review

There is no funding needed for this resolution.

Legal Review

This resolution has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency is recommended.

RESOLUTION 65-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE FUNDS
DONATED BY MARK LAIR AND JANET LAIR FOR THE PURCHASE AND
INSTALLATION OF A TABLE AND CHAIRS IN MEMORY OF ABIGAIL
BROUWER TO BE PLACED AT RIVERSIDE PARK; AND DECLARING AN
EMERGENCY**

WHEREAS, the City of Perrysburg received a monetary donation in the amount of Five Thousand Three Hundred Fifty-Six Dollars and Zero Cents (\$5,356.00) from Mark Lair and Janet Lair for the purpose of purchasing and installing a table and chairs at Riverside Park to memorialize Abigail Brouwer; and,

WHEREAS; the City desires to accept the donation to fund the purchase and installation of one (1) table and four (4) chairs in Riverside Park.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor is hereby authorized to accept the donation from Mark Lair and Janet Lair in the amount of Five Thousand Three Hundred Fifty-Six Dollars and Zero Cents (\$5,356.00), to be used to fund the cost of one (1) table and four (4) chairs to memorialize Abigail Brouwer at Riverside Park.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio; and so that the donation can be accepted; this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 66-2025

DATE: August 5, 2025



Subject Matter/Background

The City of Perrysburg is in need of an updated phone system in the municipal buildings.

Tyten Technologies Inc. provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work. The total cost for the five (5) year software licensing and support agreement is One Hundred Fifty-Six Thousand One Hundred Nineteen Dollars and Fifty-Two Cents (\$156,119.52). The Information Technology Manager has requested a five percent (5%) contingency of Seven Thousand Eight Hundred Five Dollars and Ninety-Eight Cents (\$7,805.98), leaving the total cost of the project at an amount not to exceed One Hundred Sixty-Three Thousand Nine Hundred Twenty-Five Dollars and Fifty Cents (\$163,925.50)

Financial Review

Accounts: 1110-11755-53215 and 1110-11755-54199

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this Resolution as an emergency is recommended, in order to ensure there are no gaps in the virtual environment services for the City.

RESOLUTION 66-2025

A RESOLUTION AWARDING A BID AND AGREEMENT TO TYTEN TECHNOLOGIES INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND FIFTY CENTS (\$163,925.50) FOR THE INSTALLATION OF A NEW PHONE SYSTEM IN MUNICIPAL BUILDINGS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg is in need of an updated phone system in the municipal buildings; and,

WHEREAS, the City issued a bid package which contained all relevant specifications and requirements for the project, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and

WHEREAS, the City received three (3) bids and the bid received from Tyten Technologies Inc. provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and,

WHEREAS, the cost for the project is One Hundred Fifty-Six Thousand One Hundred Nineteen Dollars and Fifty-Two Cents (\$156,119.52), with the Information Technology Manager requesting a five percent (5%) contingency of Seven Thousand Eight Hundred Five Dollars and Ninety-Eight Cents (\$7,805.98), leaving the total cost of the project at an amount not to exceed One Hundred Sixty-Three Thousand Nine Hundred Twenty-Five Dollars and Fifty Cents (\$163,925.50); and,

WHEREAS, this legislation went before the Finance Committee on July 8, 2025 and was unanimously approved for advancement to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized to enter into an Agreement with Tyten Technologies Inc. in an amount not to exceed One Hundred Fifty-Six Thousand One Hundred Nineteen Dollars and Fifty-Two Cents (\$156,119.52) to update the City's phone system, as represented in Exhibit A attached hereto, and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed Seven Thousand Eight Hundred Five Dollars and Ninety-Eight Cents (\$7,805.98), for a

total project amount not to exceed One Hundred Sixty-Three Thousand Nine Hundred Twenty-Five Dollars and Fifty Cents (\$163,925.50).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, as the bid award is only valid for sixty (60) days, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

General Info

Total:

\$54,885.00

Number	Description
Hosted IP Telephony	Hosted IP Telephony
Deadline 06/05/2025 02:00 PM EDT	The City of Perrysburg ("City" or "Customer") seeks proposals to this RFP from hosted IP telephony providers for a UCaaS solution to replace their current telephone system. The City currently uses a premise-based NEC SV8100/SV9100 telephone system supporting somewhat less than 200 users. The City is seeking proposals for a 36-month contract with the ability to re-contract for additional one- or two-year extensions.
Vendor Tyten Technologies	
Submitted 06/05/2025 01:28 PM EDT	The project will be awarded to the lowest and most responsive bidder based on the Price and the responses to the required questions.
Signed by Tygh VanZandt Account Holder Tygh VanZandt	Engineering Estimate for the entire project: \$ 90,000
Opened 06/05/2025 02:00 PM EDT By bthomas@ci.perrysburg.oh.us	Allows zero unit prices and labor Yes Allows negative unit prices and labor Yes

Attachment List

03_LegalNotice IP Phones.pdf (74.6 KB)
Legal Advertisement

Appendix A - City of Perrysburg_2-17-25.pdf (212 KB)
Existing Telecom Network

Proposal

BID

Proposal of: *

Tyten Technologies Inc

(hereinafter called "Bidder"), organized and existing under the laws of the State of *

Delaware

doing business as *

"a corporation"

submitted to The City of Perrysburg (hereinafter called "Owner").

In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: *

A new cloud communications platform and services

in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): *

One hundred fifty-six thousand, one hundred nineteen dollars and 52 cents

\$ (in currency): *

\$156,119.52

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$1,000 for each consecutive calendar day thereafter as provided in the General Conditions.

The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):

Addenda #: *

N/A

Addenda Date: *

N/A

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

Signature: *

Tygh VanZandt

Address: *

12406 Redhead Pl

Title: *

CEO

City, State, Zip: *

Bradenton, FL 34212

Legal Name of Bidder: *

Tyten Technologies, Inc

Phone Number: *

(610) 590-3801

Fax Number: *

6105903820

E-mail Address *

tvanzandt@tytentec.com

Overview of Current Telephony, WAN & LAN Environment

The City uses a premise-based NEC SV8100/SV9100 telephone system to directly deliver service to staff at ten buildings for a total of ~ 180 station users. The current NEC system resides at the Police building.

Data Head End – Municipal Building:

The Municipal Building houses the primary data center for the City to deliver data services. It also serves as the headend for the WAN. Two Internet circuits come into this building: A 1Gb DIA from Amplex acting as the primary circuit and a 40Mb DIA from Telesystem acting as the backup circuit. The NEC system at Police is served by a Telesystem PRI (with DID service) delivered to the Municipal Building's demarc and extended to Police.

Private Fiber Connections:

Five of the City buildings directly connect to the Municipal Building via private fiber:

- Police
- Courts
- Fire Station #38
- City Engineering
- MRE Building (IT)

Wireless WAN Connections:

Four of the City buildings connect to the Municipal Building via Amplex wireless WAN connections:

- Fire Station #39
- Public Service
- Utilities: Water Pollution Control
- Utilities: Water

Amplex Wireless Delivery:

All Amplex services are first delivered to Fire Station #39 where they are then sent wirelessly to a Radio Room (part of a Verizon tower) and from there are transported from over a private fiber connection to the Municipal Building.

Leased Fiber Connections:

One building (yet to be named) has been recently purchased and is anticipated to be connected to the Municipal Building via a leased fiber connection (with users that will ultimately need telephone service):

- New Building

Internet Only Sites:

Finally, there are two buildings that use only local Internet connections to communicate on the City's network and are not part of the NEC telephone system. A small number of phones exist at these locations and the City forwards certain DID's to these off-site phones (served by telco POTS service):

- Pool & Rec Center
- Summer Recreation Office

All LAN switches deliver 1G PoE to the desktop. The NEC system supports a mix of IP phones connected to RJ-45 LAN outlets and analog/digital phones using RJ-11 outlets.

The 10 existing sites plus the 1 new site noted above along with the 2 off-site locations make up a total of 13 sites that encompass the scope of the City's telephone services.

Interface to Police Dispatch (VESTA 911):

The NEC PBX uses a virtual extension to interface to the VESTA 911 system (Perrysburg Police Dispatch) that rings to a station hunt group made up of 3 dispatch stations. This connection between the City's telephony and the Police Department's dispatch system must be retained.

See **Appendix A** – Network Diagram of City of Perrysburg.

Functional Objectives

Goals and Objectives

Overall objectives of this project include: To select a hosted IP telephony provider to replace the legacy NEC telephone system that cost effectively meets the needs and requirements as defined in this specification and as determined to be “best fit” by the City.

Future Telecommunications Environment

The City is interested in a hosted IP telephony solution to replace the NEC telephone system and associated PRI and DID service. Bidders will need to quote full implementation services to include system and station configuration, final call flow design, porting assistance, training, and project management. New IP phones will need to be quoted. All in-service numbers will need to be moved to the new provider's platform. There are currently three Auto Attendant call flows in use by the City:

- Municipal Building

- * Internet Service - 1Gb DIA primary / 40 Mb DIA backup

- * Notes - 1 Main # (419-872-8010) to auto attendant

- * All City Buildings connected to the Municipal Building via WAN circuits will share its DIA circuit(s) to reach the hosted IP telephony provider's service

- Court

- * Notes - 1 Main # (419-872-7900) to auto attendant

- Tax

- * Notes - 1 Main # (419-872-8035) to auto attendant

Response Section

Hosted Telephony Overview & Architecture

Identify the name of your proposed service and how long you have been providing this solution to customers. *

We are bidding the Avaya ACO (Ring Central) Product. Tyten has been an Avaya partner since 2014.

Briefly address survivability/redundancy of your solution *

Avaya Cloud Office (ACO) employs three layers of network and service redundancy to ensure our customers' phone systems are always on. Our data centers provide the first layer of redundancy. Data between the bi-coastal locations are synchronized consistently with real-time replication in active-active design. Each features a redundant power supply. This ensures seamless operation in case of geographic outages as well as any natural disasters, and delivers 99.999% availability. The data centers share hosted facilities space with some of the world's largest Internet companies and financial institutions. In close physical proximity to the world's top 20 Internet exchange points, they are also co-located with all the major U.S. telecommunications carriers to maintain the fastest response times and interconnect services possible.

ACO by RingCentral manages carrier-grade network operations centers (NOCs):

- Thirteen (13) different SLAs are proactively monitored.
- Continuous monitoring of Voice over Internet Protocol (VoIP) Quality of Service (QoS).
- Mean Opinion Score (MOS) of VoIP quality greater than 4 (out of 5).
- Our vendor-agnostic, commodity-based architecture is fully replaceable and fault-tolerant, providing a second layer of redundancy.
- We utilize both load balancing and failover technology to keep our systems continuously up and running as a third layer of redundancy. For example, primary and secondary servers contain multiple servers that back each other up.

ACO's pod architecture also offers a variety of "self-healing" fail-safes on every layer:

- Software layer: Oracle GoldenGate replication ensures that each user service is delivered by multiple servers that are load balanced. Message storage is replicated via SnapMirror.
- Hardware layer: Seamless transfer of services via virtualization is accomplished using VMWare's VMotion.
- Network layer: If a failure is detected, traffic is instantaneously routed from one data center to the other.

ACO's flexible 2N+ architecture is the key to the following reliable services:

- Primary + 1 completely redundant system which ensures availability.
- The ability to add new features and test them without disruption of service.
- Enabling migration of existing users to new features with no loss of service.
- Rolling software upgrades.

The ACO platform supports hundreds of thousands of users. It is designed to handle 4x capacity and is currently managing over one billion minutes of voice traffic per year.

What happens to inbound calls if Internet connectivity is lost? Can calls be re-directed *

Because Avaya Cloud Office is cloud-based, it is not fully dependent on your power or internet connection to continue receiving calls or faxes in the event of a local power or network outage. The system continues to function in the cloud. If you have lost power or network to phones and PCs/Macs, you can still use your Avaya Cloud Office mobile phone application in such situations.

Address potential for call blockages as proposed - is there a limited number of call paths assigned to each user - or - to the customer as an enterprise?* *

Initially there are 3 appearances on a phone. This can be increased depending on how many lines are needed on an individual phone. The only limitation to calls to your locations would be due to bandwidth constraints and can be preset so we would not

overwhelm the data circuit at your facility should you receive a large influx of calls.

Are in-process calls able to be seamlessly moved from one mode to another (e.g. IP phone to mobile, mobile to soft phone, etc.)? *

Yes. Avaya Cloud Office (ACO)'s UCaaS solution provides users with software clients for desktop and laptop computers, as well as for mobile smartphones and tablets. Across clients and devices, users enjoy the full suite of enterprise communications and collaboration features and capabilities. The ACO solution was designed and built from the ground up to be a mobile-first solution that serves today's mobile and distributed workforce. The soft phone and mobile clients provide full calling, faxing, SMS texting, audio conferencing, video conferencing, web sharing, and team collaboration functionality. With just the click of a button or a tap on the screen, users can access these features from within our intuitive, easy to use, and aesthetically pleasing user interface. Users can manage their settings (including call handling rules) directly from the mobile client or from the soft phone (a single click from the soft phone takes the user to the web service portal, where full settings and logs are available). Apart from a superior user experience and high service availability, ACO allows administrators to manage the entire system from anywhere, at any time. Administrators have full managerial control over the system from the web portal. Of even greater value to our customers is the ability to manage the entire system right from the administrator's mobile application. Full administrative settings and functionality is available natively on the mobile client. All users on the system have full access to the ACO softphone application on their desktop (both Mac and PC), as well as access to the mobile application, supported on iOS and Android.

Does your solution as quoted support HD (High Definition) voice? *

Yes

Does your solution provide archiving of call logs, IM messages, SMS messages, and voice mail messages and if so, for how long?* *

ACO provides you up-to-the-hour reporting for a wide variety of call metrics through RingCentral's Analytics Portal. Performance Reports supports 30+ pre-built KPIs, such as number of missed calls with voicemail, average speed of answer, and number of refused calls. For more information, please refer to: <https://www.ringcentral.com/office/features/analytics-portal/overview.html> ACO includes multiple tools for all of our customers: Call Log, Audit Trail, and an Analytics suite of products. Each of these are accessed through the same web interface all users can access. Role based access control determines what a user can and cannot access. Typically, active storage is configured for 90 days (or time period defined by the customer) before moving to long-term storage.

Hosted Telephony - WAN Connectivity

A 1Gb internet connection will be used (as the primary connection) to connect to the hosted provider's service.

What is the typical internet bandwidth consumed by one active user (one call in progress)? *

Avaya Cloud Office only requires 90Kbps per concurrent call path on a dedicated voice internet connection (ex. 100 concurrent calls require a 9Mbps/9Mbps internet connection). For internet connections that share both voice and data traffic, we strongly recommend 500Kbps per station (phone and PC) to allow for sufficient overhead to avoid bandwidth congestion (ex. 100 stations require at least a 50Mbps/50Mbps internet connection). As part of the network implementation planning process, we can recommend bandwidth standards to accommodate voice traffic. Please see the link below to ascertain bandwidth requirements. <https://support.avaya.com/public/index?page=content&id=DOCS100740&pmv=print&impressions=false>

Virtual Hosted Telephony Licenses

Please use this information to build your license quantities. Refer to the requirements in the rest of this specification to determine the appropriate seat licenses (and capabilities) to be quoted.

Standard / General User - Staff

Quantity to be quoted: **168**

Requirements/Use Case: Standard business telephony call handling requirements centered around an existing assigned number for each user. License will include the ability to make/receive unlimited calls within North America to include all usage. Ability to transfer and conference calls. Ability to receive/access voice mail. All licenses must be able to support three modalities: as an IP phone, as a soft phone, or as a mobile application on a Smart device (android or IOS). All licenses must support federal E911 regulations.

Staff in this category will typically use this in conjunction with the IP phone provided with your solution but may use it with a soft phone with headset, and/or as a mobile application.

Basic / Utility

Quantity to be quoted: **21**

Use Case: Basic internal communications (e.g., break rooms, common areas). Make/receive internal calls only (does not need to include PSTN calling). All licenses must support federal E911 regulations.

Virtual Number

Quantity to be quoted: **3**

Use Case: Acting as a communication path.

Application 1: Voice mail only for Drug Test Line (Courthouse)

Application 2: Gate control for Water Pollution Control (person at gate presses button that rings multiple phones so that staff can check camera and open gate for entry).

Application 3: Connection between City's administrative telephone system and Police dispatch system to allow calls to a station hunt group that includes 3 dispatcher stations (Vesta 911).

Identify the type, quantity, and unit price of the seats/licenses you have quoted:

Standard / General *

Avaya Cloud Office® by RingCentral 409623 DigitalLine Unlimited Advanced - Qty 168 - Price \$5.50 plus \$3.50 Compliance and cost recovery fee and \$1.00 e911 service fee

Basic / Utility *

Avaya Cloud Office® by RingCentral 409626 DigitalLine Basic - Qty 36 - Price \$2.00 plus \$3.50 Compliance and cost recovery fee and \$1.00 e911 service fee

Virtual Number *

Avaya Cloud Office® by RingCentral 409627 Additional Local Number - Qty 3 - Price \$1.00

Does all Standard / General User licenses as quoted support all 3 modalities?

IP Phone *

Yes

Soft Phone Usage *

Yes

Mobility (mobile application on the user's cellular device) *

Yes

If no, explain what has been quoted: *

Yes

If additional user licenses are added during the course of the contract, is the seat pricing per the contract guaranteed throughout the duration of the 36 month contract? *

Yes

IP Phones

The City delivers 1G POE to the desktop (typically). All IP phones quoted must support 1G interface with dual switch ports. Quote IP Phones as a one-time purchase. Headsets are out of scope for this proposal.

HIGH function - IP Phone

Quantity to be quoted: **112**

Phone model to be quoted (or comparable):

YeaLink T54W or Poly Edge E550

Must support expansion module (if needed in future).

NOTE: 8 of these must support WiFi capability (include a USB dongle and AC power adapter [if needed])

MEDIUM and UTILITY function - IP Phone

Quantity existing: **48 + 29 = 77**

Phone to be quoted (or comparable):

YeaLink T43U or Poly E350

NOTE: **23** of these must support WiFi capability (include a USB dongle if needed and AC power adapter [if needed])

What manufacturer, model, quantity and unit price have you quoted for: HIGH function IP Phones? *

Avaya J179 IP Phones

Are at least 8 of the HIGH function IP Phones WiFi enabled? *

Yes

What manufacturer, model, quantity and unit price have you quoted for: MEDIUM / UTILITY IP phones? *

Avaya J159 IP Phones

Are at least 23 of the MEDIUM / UTILITY function IP phones WiFi enabled? *

Yes

Do the IP phones support intercom capability

(i.e., call to an internal extension provides a warning tone and then activates the speakerphone to allow for conversation without picking up the handset)? *

Yes

What is the total one-time purchase cost for the IP Phones? *

\$21,988.75

Analog Devices

Quote all necessary hardware and labor associated with supporting these analog requirements.

Fax Machines / Numbers

Quantities to be quoted: **10**

There are 10 fax machines (Multi-Function Printers/Devices) that currently use analog DID service off the current telephone system. Combined page count across the 10 fax machines is approximately 9,000 pages per month.

Do you comply and have you included support for 10 fax machines? *

Yes

Will this require the use of Analog Terminal Adapters? *

Yes

If Yes, does your quote include the installation of the ATA's and testing?

Yes

What are the cost components that make up the monthly cost for each fax machine?* *

We have provided Basic licenses in our Avaya monthly bid price so each machine is \$2.00 per month for the basic service plus the \$3.50 for Compliance and cost recovery fee and \$1.00 e911 service fee.

What is the monthly cost to provide fax service for the 10 fax machines quoted? *

\$65.00 including E911 and Compliance and Administrative Cost Recovery Fee

Overhead Paging Interface

Quantity to be supported: **4**

Four buildings have separate paging amplifiers that support paging for the building. Phone users must be able to access the overhead paging for these four buildings. These locations will require a VoIP station/trunk paging adapter needed for a 600-ohm input.

- Fire Station #38
- Fire Station #39
- Department of Public Service
- Department of Public Utility

Do you comply and have you included support for connection to overhead paging amplifiers in your proposal? *

Yes

Analog Phone - Elevators

Quantity to be supported: **5**

There are two elevators in the Courthouse, one in Police, one in the Municipal Building, and one in the River Road Building. All elevators receive dial tone from the City's PBX and the elevator phone is programmed to dial the City's Police dispatch (24x7). This functionality will be retained and will require station dial tone for each elevator phone.

Do you comply and have you included support for the elevator phones in your proposal? *

Yes

Analog Phone - TTY

Quantity to be supported: **1**

There is one TTY device currently in Police that will need to be supported going forward.

Do you comply? *

Yes

Will this require the use of an Analog Terminal Adapter? *

Yes

If Yes, does your quote include the installation of the ATA and Testing?

Yes

Usage

Call traffic is essentially entirely US based. No Toll-Free numbers are used. Identify your usage plan and calling rate structures below.

Identify the usage plans for the license types that have been quoted (what is included/not included)* *

We have attached a Matrix that shows all details about this. Document is "Avaya Cloud Office Comparison Matrix.pdf"
All US based Local calling included within the proposal.

Are US calls covered under an unlimited plan as part of your proposal? *

Yes

If No, explain the usage limitations and what is the rate for calling within the US (per minute)? *

See attached Matrix

Are Canada calls covered under an unlimited plan as part of your proposal? *

Yes

If NO, what is the rate for US to Canada calling (per minute)? *

See attached Matrix - International call usage is not included and there could be costs if calls outside the US and Canada are made.

Telco / Spare Numbers

All current, actively used DID numbers will be moved to the selected UCaaS provider. A limited number of spare numbers from the existing block may be retained and ported to the awarded provider's platform to be assigned to new users at a future time.

NOTE 1: All City of Perrysburg numbers ported to the awarded hosted IP Tel provider shall ultimately be retained under ownership by City of Perrysburg without limitation to enable them to be moved to another provider at the end of the agreed upon contract period should the City of Perrysburg decide to re-contract with another UCaaS/telephony service provider.

Does your solution comply with Note 1 above? *

Yes

What is the cost to move 20 un-used DID numbers in the customer's existing DID block(s) to be held as "spare" numbers in your system? *

\$0.00

Non-recurring: \$ *

\$0.00

Monthly recurring: \$ *

\$20.00 - \$1 per extra DID

Is there a limitation in the total number of spare numbers that may be ported and held in your system as "spare" DID's? *

No

If you are awarded the contract and the Customer ports their numbers to your service: Do the numbers remain under the ownership of Customer allowing them to take their numbers with them, if they elect to move to a different provider at the expiration of the contract term? *

Yes

if Yes: Are there any restrictions on the Customer's ability to take their numbers with them? *

No

Are there any additional costs/fees assessed to the Customer if taking their numbers to a different provider? *

No

E911

There are eleven primary City buildings (six of which have multiple floors) and two remote buildings giving a total of 13 buildings from which City phone service could be used. Your proposed solution must meet US Federal 911 regulations. Does your solution comply with Kari's Law (user must be able to reach PSAP with or without dialing trunk access code + "911")? *

Yes

Does your solution comply with Ray Baum's Act (PSAP receives location information in ALI spill that reasonably allow First Responders to find the caller to 911; a call to 911 generates a notification to pre-defined contact(s) on the telephony system so they know a call to 911 was place and who made the call)? *

Yes

How are WFH (work from home) users accomodated? *

ACO provides a multi-pronged approach to supporting E911 natively throughout partnership with Bandwidth. ACO supports E911 capabilities for all physical desk phones with specific addresses customizable for each physical location. This information has primary address as well as suite or floor number as applicable. This information is checked against the PSAP, so there is no possibility of a E911 call not getting a match in the PSAP database. ACO then leverages our VoIP Positioning carrier to transmit E911 information to correct PSAP supporting the user's location. Updating the e911 address and location information is done through the web interface for users with physical desk phones. ACO provides the ability to enter an emergency address for all digital lines (DLs). This emergency address includes physical

address and additional information (such as building location, suite, apt #). This information is passed to the local PSAP. For our mobile clients, the clients leverage the inherent cellular device 911 capabilities. We have a professional services solution allowing for notifications to be sent when 911 is dialed and provide the location and extension of device. This feature will greatly enhance the accuracy of the emergency address which will be used to locate such users when they make emergency calls. The location of users running the ACO Phone desktop application will automatically be tracked and emergency addresses will be updated accordingly as users move around. This ensures that emergency calls are handled by the appropriate responders in the geographic vicinity of the caller.

Details regarding the Emergency Services Policy can be found at the following link: <https://www.ringcentral.com/legal/emergency-services.html>

How are mobile device users accommodated? *

The ACO mobile client defaults to use the 911 services on the mobile device. The mobile device then provides the GPS coordinates to the PSAP for where the call is being made.

Voice Mail / Messaging

The City uses MS O365 for email. Voice mail is required for all users with integration to Outlook (delivery of voice mail messages to Outlook email).

Does your solution provide voice mail for all users? *

Yes

Does your solution provide voice mail message notification/delivery to email for all users (i.e. email message with .wav file attached)? *

Yes

If Yes, if the user listens and deletes the message from the email is the message also deleted in their voice mail box? If No, must the user go into their voice mail and delete the message there in order to clear their voice email message waiting indication? *

No – end user will have to clear their voicemail in ACO as well.

Is voice mail transcription provided ("visual voice mail")? *

Yes

Does your solution allow voice mail messages to be archived? *

Yes

If Yes, how long can archived voice mail messages be held?

ACO's Cloud Storage Services allow you to set up and manage file storage in the cloud, both for active storage and for long-term storage. Stored files include items such as call recordings. Active file storage allows you to access the files immediately. Typically, active storage is configured for 90 days (or time period defined by the customer) before moving to long-term storage. Long-term

storage requires a retrieval process which makes files available to you in 3-5 hours. You can configure cloud storage services and apply file storage settings through the Contact Centre interface. You can also manage your active and long-term file storage with settings such as when to archive, delete, or move files.

SMS / MMS Messaging

The ability to send and receive text messages via the phone number assigned to a staff member is a desired (but not a required) feature.

Do all soft phone users have the capability to send/receive text messages to and from their assigned number with the proposed licenses? *

Yes

Do all mobile device users using your mobile app have the ability to send and receive text messages using their assigned number (thus hiding their personal/private mobile device number)? *

Yes

Does your solution allow SMS messages to be archived? *

Yes

If Yes, how long can archived SMS messages be held?

https://support.ringcentral.com/article-v2/RingCentral-data-retention-policies.html?brand=RingCentral&product=RingEX&language=en_US

Instant Messaging

MS Teams is used for IM/Chat. Address the questions below.

Is instant messaging provided for internal messaging? *

Yes

Does your solution allow IM messages to be archived? *

Yes

If Yes, how long can archived IM messages be held?

https://support.ringcentral.com/article-v2/RingCentral-data-retention-policies.html?brand=RingCentral&product=RingEX&language=en_US

Mobility

Address the questions below.

All general users (seats) shall have the ability to use your service as an app loaded on their Apple or Android cellular/mobile device. Comply? *

Yes

When using your service on a mobile device, outgoing calls shall pass the user's assigned number as the outgoing CLID (not the personal/private number of the mobile device). Comply? *

Yes

Unanswered incoming calls to a user's DID number shall go to the hosted system's voice mail (not the voice mail of the personal/private number of the mobile device). Comply? *

Yes

Conferencing / Collaboration

If video conferencing capability by default is included, please note this.

IS ad hoc audio conferencing supported across all three types of user communication modes (IP phone, mobile device, softphone)? *

Yes

How many audio conference parties can be joined on a call? *

Every Avaya Cloud Office (ACO) user is provided with their own unique conference bridge dial in information, so all users can host conference calls with up to 1,000 participants per call.

Is video conferencing capability inherently provided as quoted (at no additional cost)? *

Yes

If Yes, can it be integrated with Outlook?

Yes

Presence

MS Teams is used by the City.

Is Presence capability included with your solution? *

No

Call Recording - Ad Hoc

Station side recording on an ad hoc basis is currently used in the Police Department (~4-6 phones). An auxiliary recorder is used with each of these phones allowing a call to be recorded when needed.

Does your solution support allowing a station user to record an in-progress call by pressing a feature button? *

Yes

If Yes, how much record time is allowed?

100,000 recordings per account

If Yes, is the feature included as proposed - or does it come at an additional cost?

Included

If recording capability comes at an additional cost, what is the cost?

N/A

Call Accounting

Basic call accounting reports to determine when a specific call was made or received, by whom, and calls made by a certain user during a certain date range is required.

Are call accounting reports made available as part of the proposed service? *

Yes

Does the Customer (system administrators) have access to standard reports? *

Yes

Does the Customer (system administrators) have the ability to ad hoc query the call accounting data? *

Yes

Are reports available for the operator positions? *

Yes

System Administration

Provide access for at least three (3) City IT staff to act as system administrators.

How many customer staff will have system administrator access as proposed? *

3

Will customer be able to perform their own MACD work on their behalf? *

Yes

If Yes, how is customer trained in system administration and is this included? *

We have included training that includes both 4 hours of administration training as well as “end user” training. Depending on your specific needs, we can provide on-site as well as remote training options. Additionally, our in-depth knowledge base complete with FAQs, video tutorials, screenshots, as well as administrative and user’s guides are available online to everyone within your organization. As the relationship between our organizations grow, we welcome the opportunity to discuss all of our training options in further detail.

Does support exist if customer needs assistance with system administration activities? *

Yes

What reports are available to customer for system administration and troubleshooting? *

There will be a web portal you can access: https://cdn.avaya-learning.com/CDN_EU/ACO/ACO_EUT_Launcher/ACO_EU_V02.html

Is Customer able to selectively block calls from selected numbers? *

Yes

User Training

Address the following:

How will the customer staff be trained when the new service is deployed?* *

There are several methods of training we are proposing. We have included two days of onsite training. We will set up 10 phones in a conference room of your choice and provide classes on the new devices and voicemail usage, within 2 business days of the cutover. Our recommendation would be to have training happen on Monday and Tuesday of a week and have the cutover occur on Thursday afternoon.

What training is included in your proposed price? *

The training mentioned above as well as 4 hours of administration training. We also like to be very involved with the key customer contacts and will involve them in as much as they would like when it comes to building, configuring and deploying the new system.

Station Reviews / Implementation / Cutover Assistance

The City will require “white glove” implementation assistance as part of the deployment of the hosted telephony solution. The awarded bidder will work with the City’s IT to plan and accomplish the migration of the City’s telephony from the current system and services to the new hosted service. This will include assistance with the porting process, configuring IP and soft phones, setting up call flow for auto attendants and receptionists, setting up all analog requirements, ensuring 911 readiness/compliance,

preparing/training of general staff and receptionists, preparing/training of IT to use system administration and call accounting reporting.

What assistance has been included as part of your proposed pricing to deploy your proposed service? *

We provide "white glove" or "turn key" services to many of our customer's. That is what we have done here. We will meet with every department to make sure we address their needs and make sure their IVR is doing what they need or if it needs enhancements in the new system. WE will also verify where every phone and analog port will go and make sure everything has been tested prior to the cutover.

What assistance is provided in porting numbers from the current provider (Telesystem) to your platform? *

Our project manager will work directly with the city to port the numbers. We can get an LOA signed that will allow us to work on your behalf with the carriers and will allow us to assist Avaya in getting your numbers ported at the exact time and date we request.

If desired, can porting to your platform be done after normal business hours? *

No

What will the customer be responsible for performing to accomplish the implementation?* *

We generally do not need a lot from customer's but there will be several sign-off documents we will need when we build out the technical design specifications as well as the LOA. We would like to work very closely with the Data networking and wireless teams to make sure that voice traffic is given a priority on the network and the VLAN's and subnets are set up correctly, not only for the phones to work effectively but also for E911 purposes.

From contract award, what is the approximate expected duration to deploy the customer's solution? *

120 Days

Implementation Plan

Address the following:

Provide a high-level implementation plan starting from contract award and finishing at cutover/acceptance to show major tasks/events over the course of the anticipated number of weeks to accomplish this project. *

High level project plan is also included at the end of our SLA.

Task # "Project
Phase / Stage" % Description of Task Site Duration in Days Start Date Completion Date "WHO
/ Resource"

1 Contracts 0 Project Initiation 1.00 6/29/2025 6/30/2025 Tyten - City Of Perrysburg - Avaya
2 Contracts 0 Order placement 1.00 6/30/2025 7/1/2025 Tyten - City Of Perrysburg - Avaya

3 Planning 0 Licenses Available 1.00 7/15/2025 7/16/2025 Avaya
4 Planning 0 Project Kick Off With Avaya 1.00 7/22/2025 7/23/2025 City Of Perrysburg - Avaya -Tyten - Engineering Teams
5 Planning 0 Site Discovery 1.00 7/29/2025 7/30/2025 City Of Perrysburg - Tyten - Engineering Teams
6 Planning 0 Create and agree cutover plan 1.00 8/5/2025 8/6/2025 City Of Perrysburg - Avaya -Tyten - Engineering Teams
7 Planning 0 Submit DID/DDI Numbers for Porting 2.00 8/6/2025 8/8/2025 Tyten/Avaya Project Manager
8 Planning 0 Create and agree test plan 1.00 8/13/2025 8/14/2025 City Of Perrysburg - Avaya -Tyten - Engineering Teams
9 Installation 0 Test Numbers and Phones Available 1.00 7/26/2025 7/27/2025 City Of Perrysburg - Avaya -Tyten - Engineering Teams
10 Planning 0 Dial plan implemented 2.00 7/30/2025 8/1/2025 City Of Perrysburg - Avaya -Tyten - Engineering Teams
11 Planning 0 Training Requirements established & plan determined for timing 3.00 8/6/2025 8/9/2025 City Of Perrysburg - Avaya -Tyten - Engineering Teams
12 Installation 0 Install all IP Phones and prepare Analog for the cutover 3.00 9/8/2025 9/11/2025 City Of Perrysburg - Avaya -Tyten - Engineering Teams
13 Cutover 0 Cutover 1.00 9/11/2025 9/12/2025 City Of Perrysburg - Avaya -Tyten - Engineering Teams
14 Clean up and Support 0 Ongoing Support 3.00 9/12/2025 9/15/2025 City Of Perrysburg - Avaya -Tyten - Engineering Teams

Service Level Agreement

Attach a copy of your SLA for the proposed service in the required document section.

Warranty Coverage

Address the following:

Address what items are covered under warranty (e.g. any phones/equipment that has been quoted), the length of the warranty coverage, and its terms: *

The Avaya Cloud Office (ACO) is a 100% hosted solution, so there are no equipment, nor servers or software packages to be installed onsite. The ACO services are covered by the warranty as per the Terms of Service available at: <https://www.ringcentral.com/legal/eulatos.html> [or the attached MSA].
Any Avaya Desk phones are covered by the following Avaya warranty:
For Twelve (12) months, beginning on the In-Service date, for Hardware purchased directly from and installed by Avaya.
Twelve (12) months, beginning on the Delivery Date, for all other Hardware purchased directly from Avaya or a Channel Partner where Avaya does not install the Hardware. This includes Hardware purchased by Channel Partners for internal use.

Who will the customer contact to handle warranty issues with the phones? *

Tyten Technologies will handle all issues.

Post-Cutover Support / Maintenance

Address the following:

How will post-cutover support be handled for the customer? *

Tyten Technologies will handle all issues, or the city may also contact Avaya directly.

What assistance has been included as part of your proposed pricing? *

The project plan at the end of our service level agreement lays out our plan and who will be assisting with each milestone. Tyten has done many of these projects and we can connect all the legacy products and make sure this system provides the city with an excellent communication platform to move into the future.

Comply? *

Yes

Revenue Commitment

Identify any revenue commitments.

Is there a revenue commitment? *

Yes

If Yes, what is the commitment? *

It is detailed in the contract document but is based on the number of licenses ordered. It is a 36-month term but we can provide 2 months of free billing up front as we begin to build the services and prepare for cutover. This does increase the overall time commitment to 38 months, but the city would only pay for 36 months of service.

Exceptions: *

N/A

Maximum 12-month Seat Commitment

There shall be no more than a 12-month term on any specific hosted seat added during the contract TERM, so commitments for services added during the contract shall extend no further than 12 months beyond the expiration of the contract.

Comply? *

Yes

Exceptions: *

Additions to the contract should all expire at the same time unless they are added in the last 12 months.

Contract Expiration

Upon expiration of the initial contract term, the Customer shall have the option of renewing the contract for additional 12- or 24-month terms until the Customer or the Provider elects not to re-contract for another term. The City proposes that cost increases associated with a renewal shall not exceed the net change in the Consumer Price Index (CPI) as measured from the start to the expiration of the current contract period. If the contract is not renewed, pricing shall revert to month-to-month. The contract shall not auto-renew.

Comply? *

No

Exceptions: *

There are many factors that could affect the contract renewal rate so those rates cannot be locked in for more than 36 months.

If different from above, explain your approach to addressing price increases/decreases for later contract renewals:

We generally find that customer's historically have been able to lower their costs at renewals by going out to competitive bid. We will do everything possible to maintain rates if we are able to do so when the contract expires.

Transition Period

Upon expiration of the contract, or upon contract termination for any contractually agreed upon reason, rates from this contract must remain in place for at least 12 months with no minimum spend requirements during the transition period.

Comply? *

No

Exceptions: *

There are many factors that could affect the contract renewal rate so those rates cannot be locked in for more than 36 months.

Out of Scope

These items are Out of Scope.

Call Center: This is not required

There is the ability with Avaya to add the ACO CX licenses for Call Center. This is also cloud based and provides many new features that can be used to provide great Call Center functionality if the City ever needs them.

Headsets: This is not required. The City's IT will work with internal departmental managers/staff to select from a limited portfolio of headsets these will be purchased separately by the City.

Tyten has many relationships with headset providers, and we primarily work directly with Jabra to provide specific headsets for our customers. We can set up discounts for the city and make sure they are available for all orders being placed during the 36-month term.

Proposal Costs

\$54,885.00

Address the following based on a 36-month contract. The City of Perrysburg is a tax-exempt governmental agency, and necessary paperwork will be provided ot the finalist bidder.

Attached a fully itemized quote (Bill of Materials) for your proposed solution detailing the component descriptions and seats/licenses that make up the City of Perrysburg's solution to show Description, Quantity, Unit Price, and Extended Price. Calculate and provide all Totals.

All non-recurring costs (equipment, labor, deployment *

\$54,485.00

Additional estimated non-recurring costs (See note 1) *

\$400.00

Total Non-Recurring Costs *

\$54,885.00

Monthly recurring costs *

\$2,762.07

Additional estimated monthly recurring costs (See note 2) *

\$50.00

Total monthly recurring costs (actual + estimated) *

\$2,812.07

Total monthly recurring costs (actual + Estimated) x 36 months *

\$101,234.52

TOTAL Cost of 36-month contract (All non-recurring + All 36-month recurring) *

\$156,119.52

Note 1 - Identify any estimated non-recurring costs (e.g. shipping) not specifically itemizedin your quote.

Note 2 - Identify and estimate all recurring fees that will be assessed including surcharges and fees. The City of Perrysburg is tax exempt. If it is easier to provide a percentage to add to the recurring cost to account for surcharges/fees then identify the percentage we should apply to the monthly recurring total and use it in your calculation.

Questions:

Question 1: Is usage included (if applicable in your costs above)? *

Yes

Question 2 - Identify any network services, hardware components, or install services that are not included in your proposal but will be necessary for the deployment and the Customer will be responsible for providing: *

Patch cables that may be necessary in the data closets were not included. There may be additional ATA's need for the interface to Vesta 911 if we cannot get a SIP station registered. We would need to have calls with the city and Vesta to see what they recommend for integration.

Options: (only fill in if you are quoting an Option or Add/Alternate)

Solution Information

Address the following:

Solution/Product quoted in this response: *

Avaya ACO - Power by Ring Central

What is your relationship to the solution/product being quoted (e.g. authorized distributor, agent, (direct) solution provider)? *

We are an authorized

How long has your company been representing this product? *

11 Years

Will you company be sub-contracting any services? *

Yes

If Yes, State what will be sub-contracted and who will be performing the work.

We subcontract the service for the Elevator lines to a company by the name of Dyanlink. They will provide the billing and equipment for the elevators but we will assist with the installation.

Does your organization have any sales/support relationship with the solution/product provider? *

Yes

Does your organization have any technical certifications associated with the solution/product provider? *

Yes. We are authorized Support and installation agent.

--

BID GUARANTEE AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned *

Tyten Technolgies Inc

as Principal and *

Owner

as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on *

June 4, 2025

to undertake the project known as: *

Hosted IP Telephony

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (in words):

One Hundred fifty-six thousand, one hundred nineteen dollars and 52 cents

\$ (in currency):

\$156,119.52

(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)

Bond Percentage

10.00%

Guarantee Method *

Certified Check or Paper Bid
Bond

Certified Check or Paper Bid Bond

Confirmation *

I have provided a Cashier's Check for 10.00% of the bid total amount and have uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, that this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

Principal: *

Tyten Technologies Inc

By: *

Tygh VanZandt

Title: *

CEO

Surety: *

Chase Bank

By (Attorney-in-Fact): *

N/A

Address: *

6020 Lakewood Ranch Blvd, Bradenton, FL 34211

Agent: *

N/A

Address: *

N/A

EXPERIENCE STATEMENT

Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

Response to the above: *

Tyten Technologies has been delivering cutting-edge telecommunications and IT solutions since 2014. With a strong presence across the United States, we've built a trusted base of customers who rely on us for expert support in both on-premise and cloud technologies.
Our commitment to seamless digital transformation was recently demonstrated in a large-scale migration for 11:11 Systems, transitioning their infrastructure from on-premise to the cloud. This project, spanning locations in New Jersey, Pennsylvania, Arizona, and Toronto, Canada, involved the successful conversion of 1,300 phones in just three months—underscoring our efficiency and ability to execute complex deployments on an aggressive timeline. We are happy to provide customer contact details upon request for those seeking firsthand insights into our expertise and service quality.
Headquartered in Bradenton, Florida, Tyten Technologies maintains strategic offices in New Jersey and Western Pennsylvania, ensuring localized support where needed. Our engineering team, primarily based in the Northeast, combines deep expertise with adaptability—leveraging remote capabilities while prioritizing onsite presence for critical cutover phases. Thanks to modern cloud technologies, once a system is stabilized, ongoing physical visits to customer sites are rarely necessary.
With years of hands-on experience, our engineers develop and implement solutions tailored to customer needs. Whether managing cloud migrations, optimizing legacy systems, or integrating advanced communication platforms, Tyten Technologies continues to set the standard for operational excellence and strategic IT innovation.

If Bidder is Corporation, list Officers, type N/A if not applicable:

Name: *

Kristen VanZandt (51% Owner)

Title: *

Business Director

If Bidder is Partnership, list Members, type N/A if not applicable:

Name: *

Tygh VanZandt (49% Owner)

Title: *

CEO

LIST OF SUBCONTRACTORS

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.

Name: *

Dynalink

Address: *

11 Broadway, Suite 514 New York, NY 10004

Type of Work: *

Celluar Analog conversion provider for Elevator lines

NONCOLLUSION AFFIDAVIT

STATE OF: *

Florida

COUNTY OF: *

Manatee

Bid Identification *

Hosted IP Telephony

Bidder's Name *

Tyten Technologies Inc

, being first dually sworn, deposes and says that he is:

*

partner

Enter response if "other" was selected

of (company name): *

Tyten Technologies

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: *

Tygh VanZandt

Title: *

CEO

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. *

No bid

PREVAILING WAGE RESPONSIBILITIES

Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
 - (1) Be specific when listing laborers and operators
 - (2) Show level/year for all apprentices
- C. Hours worked on the project
 - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation: $\$12.82$ (base rate) $\times 1 \frac{1}{2} = \$19.25 + \1.70 (fringe payments) = $\$20.93$). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

E. List all fringe benefits (if any) and amount per hour for each

(1) Hourly amount is to be based on 2080 hours per year.

F. Total deductions

G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITE:

Ohio Department of Commerce (<http://www.com.ohio.gov/laws/>)

Required Document List

Name		Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond		Electronically verifying Bid Bond	Tyten Technologies Cashiers Check.pdf
Service Level Agreement Service Level Agreement		Required	Tyten SLA - City of Perrysburg - Project plan and Avaya proposal.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment		Omit if Not Needed	Avaya Cloud Office Comparison Matrix.pdf
3 Required Documents			

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 103-2025

DATE: August 5, 2025



Subject Matter/Background

The City needs to acquire adjacent property and easements on properties located in the right-of-way on West Boundary (SR-25), between the I-475 Interchange and Indiana Ave., for the construction of the West Boundary Multi Use Path Project. At this time the City is ready to proceed with the acquisition/appropriation of the following:

Property Address: 26521 N. Dixie Highway, Perrysburg, Ohio 43551
Property Owner: Fifth Third Bank, National Association
Acquisition/Appropriation: Standard Highway Easement for approximately 0.087 acres of property
Temporary Easement for approximately 0.021 acres of property
Price: \$100,130.00 (Administrative Settlement)

This Ordinance also authorizes the Mayor and Director of Finance to execute any and all agreements and other instruments necessary to implement the appropriation/acquisition of the property.

Financial Review

Account: 4403-11755-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate.

ORDINANCE 103-2025

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF CERTAIN REAL PROPERTY FOR THE PURPOSE OF CONSTRUCTING THE WEST BOUNDARY MULTI USE PATH PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, is preparing for the construction of the West Boundary Multi Use Path Project (“Project”); and,

WHEREAS, in order to continue this project, the City needs to acquire from adjacent property owners certain right-of-way on West Boundary (SR-25), between the I-475 Interchange and Indiana Ave., which covers seven (7) parcels and six (6) owners; and

WHEREAS, the Project requires that the City obtain a standard highway easement for 0.087 acres of land from the parcel identified as Wood County Permanent Parcel No: Q61-400-070301019001, owned by Fifth Third Bank, National Association, as depicted in the attached Exhibit A, located at 26521 N Dixie Hwy, Perrysburg, Ohio 43551; and,

WHEREAS, the Project requires that the City obtain a temporary easement, for 0.021 acres of land from the parcel identified as Wood County Permanent Parcel No: Q61-400-070301019001, owned by Fifth Third Bank, National Association, as depicted in the attached Exhibit A, located at 26521 N Dixie Hwy, Perrysburg, Ohio 43551; and,

WHEREAS, an appraisal report has been prepared, dated November 25, 2024, estimating the fair market value of the proposed easements to be Ninety-One Thousand One Hundred Thirty Dollars and Zero Cents (\$91,730.00); and,

WHEREAS, the City’s consultant and Grantor made reasonable efforts to negotiate the purchase in the amount of \$90,130.00, which were not successful. The Owner has agreed to accept an administrative settlement for the sum of One Hundred Thousand One Hundred Thirty Dollars and Zero Cents (\$100,130.00), which is reasonable, prudent, and in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. City Council approves the administrative settlement of One Hundred Thousand One Hundred Thirty Dollars and Zero Cents (\$100,130.00) for the standard highway easement and temporary easement on the parcel identified as Wood County Permanent Parcel No: Q61-400-070301019001, owned by Fifth Third

Bank, National Association, as depicted in the attached Exhibit A, located at 26521 N Dixie Hwy, Perrysburg, Ohio 43551, as it is reasonable, prudent, and in the public interest. City Council further authorizes the Mayor and Director of Finance to execute any and all agreements and other instruments necessary to implement the appropriation/acquisition.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to permit the City to move forward with multi use path construction in a timely manner, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

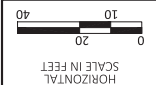
Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



STATION 1123+00 - 1128+00

RIGHT OF WAY TOPO/BOUNDARY SHEET

WOOD COUNTY
CITY OF PERRYSBURG

WOO-25-9-24 S. MAIN STREET IMPROVEMENTS

DESIGN AGENCY
DGL

DESIGNER
KEY

REVIEWER
RUL 04/30/24

PROJECT ID
117684

SUBSET
RW.7 RW.11

TOTAL
RW.7 RW.11

DATE COMPLETED
03/18/25

REV. BY
DATE

DESCRIPTION
REMOVE PARCEL 17 TAKE

KEY

REVIEWER

PROJECT ID

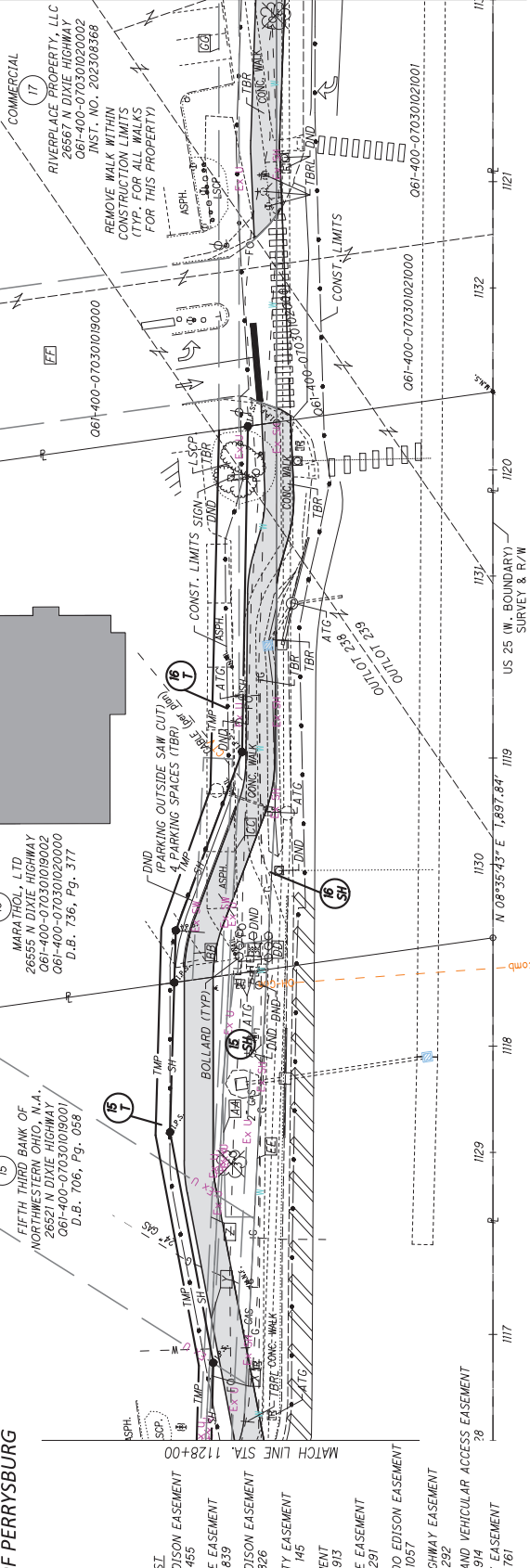
SUBSET

TOTAL

DATE COMPLETED

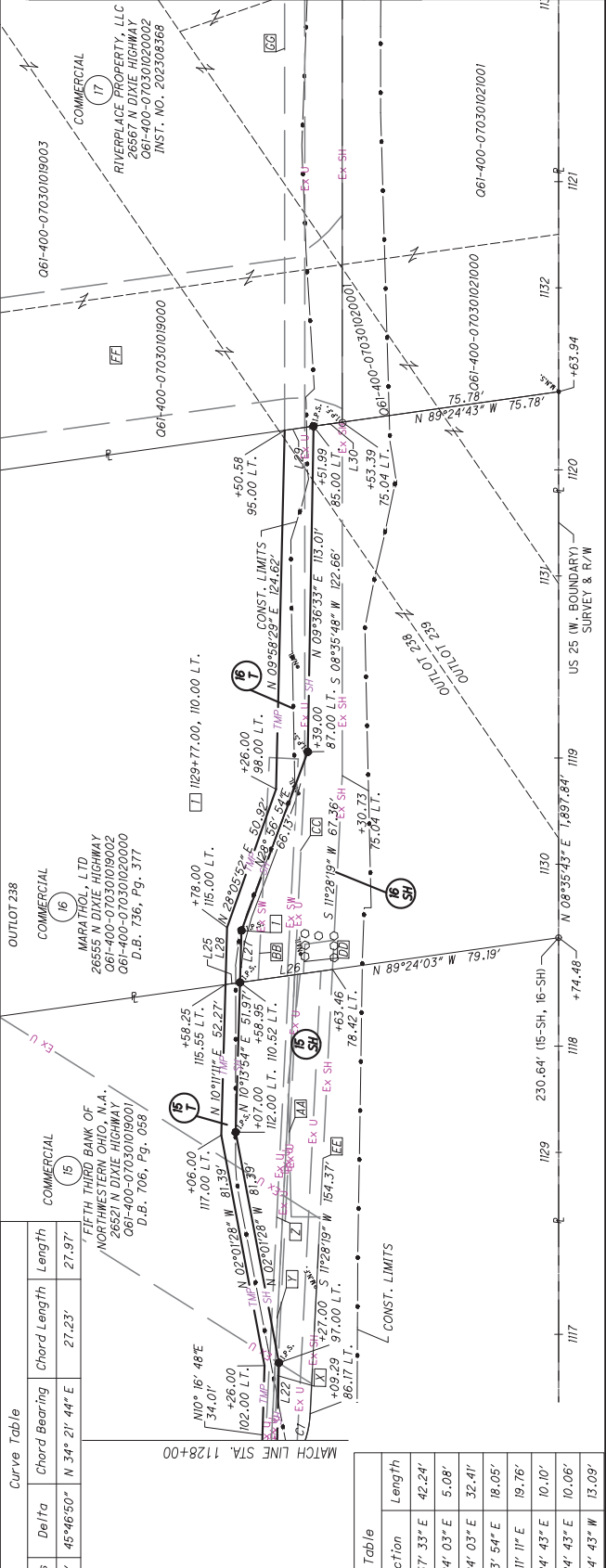
REV. BY

DESCRIPTION



EASEMENT LIST

[Symbol]	8' TOLEDO EDISON EASEMENT
[Symbol]	DB 685, Pg. 485
[Symbol]	13' WATERLINE EASEMENT
[Symbol]	DB 682, Pg. 839
[Symbol]	2' TOLEDO EDISON EASEMENT
[Symbol]	DB 741, Pg. 826
[Symbol]	SEWER/UTILITY EASEMENT
[Symbol]	OR 3316, Pg. 145
[Symbol]	SEWER EASEMENT
[Symbol]	DB 685, Pg. 913
[Symbol]	13' WATERLINE EASEMENT
[Symbol]	DB 682, Pg. 291
[Symbol]	10'X10' TOLEDO EDISON EASEMENT
[Symbol]	DB 687, Pg. 1057
[Symbol]	STANDARD HIGHWAY EASEMENT
[Symbol]	DB 280, Pg. 292
[Symbol]	PEDESTRIAN AND VEHICULAR ACCESS EASEMENT
[Symbol]	DB 644, Pg. 914
[Symbol]	20' SIDEWALK EASEMENT
[Symbol]	DB 655, Pg. 761



Curve Table

Curve #	Radius	Delta	Chord Bearing	Chord Length	Length
C1	35.00'	45°46'50"	N 34° 21' 44" E	27.23'	27.97'

Line Table

Line #	Direction	Length
L22	N 09° 57' 33" E	42.24'
L25	S 89° 24' 03" E	5.08'
L26	S 89° 24' 03" E	32.41'
L27	N 10° 13' 54" E	18.05'
L28	N 10° 11' 11" E	19.76'
L29	S 89° 24' 43" E	10.10'
L30	S 89° 24' 43" E	10.06'
L31	N 89° 24' 43" W	13.09'

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 99-2025

DATE: August 5, 2025



Subject Matter/Background

The City of Perrysburg has determined it necessary to update Chapter 813 to provide clarity and further guidance for the owners and operators of Mobile Food Units

The Safety Committee considered the measure at its meeting on July 28, 2025 and unanimously recommended the ordinance to City Council.

Financial Review

This legislation should have no financial impact on the City of Perrysburg

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

1st Reading – August 5, 2025
2nd Reading – September 2, 2025
3rd Reading and vote – September 16, 2025

ORDINANCE 99-2025

**AN ORDINANCE AMENDING PERRYSBURG CODIFIED
ORDINANCE CHAPTER 813**

WHEREAS, Perrysburg Codified Ordinance Chapter 813 establishes the rules and regulations for the operation of Mobile Food Vehicles within the City of Perrysburg; and,

WHEREAS, the City of Perrysburg has determined it necessary to update the Chapter to provide clarity and further guidance for the owners and operators of Mobile Food Units; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. Codified Ordinance Chapter 813 which currently reads as shown in Exhibit A, attached hereto and incorporated herein, is hereby added to, amended, and adopted to read as shown in Exhibit B, attached hereto and incorporated herein.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Ordinance shall be in full force and effect at the earliest time permitted by law.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

Exhibit A

CHAPTER 813 Mobile Food Vehicles

[813.01](#) Definitions.

[813.02](#) Registration required.

[813.03](#) Application for registration.

[813.04](#) Furnishing of information.

[813.05](#) Permit.

[813.06](#) Enforcement and penalty.

813.01 DEFINITIONS.

The following terms shall have the following meanings when used in this chapter:

- (a) The City Administrator shall mean the City Administrator of the City of Perrysburg.
- (b) The Tax Administrator shall mean the Income Tax Commissioner of the City of Perrysburg.
- (c) Food Establishment shall mean a business operation or any part thereof that stores, prepares, packages, serves, vends or otherwise provides food and/or beverages for human consumption.
- (d) Mobile Food Vehicle shall mean a Food Establishment that is located upon a vehicle including motorcycles and bicycles, or which is pulled by a vehicle. This definition includes mobile food kitchens, pushcart vendors, bicycle cart vendors, mobile food trucks, canteen trucks and coffee trucks.
- (e) Mobile Food Vehicle Operator shall mean any and all persons associated with the operation of a Mobile Food Vehicle for which registration has been made to operate the Mobile Food Vehicle within the City.

(Ord. 52-2017. Passed 8-1-17.)

813.02 REGISTRATION REQUIRED.

Except as provided in [813.03\(c\)](#), no Mobile Food Vehicle shall be operated in the City without first registering with the City Administrator. A separate registration must be made for each and every Mobile Food Vehicle to be operated within the City.

(Ord. 52-2017. Passed 8-1-17.)

813.03 APPLICATION FOR REGISTRATION.

(a) Each Mobile Food Vehicle operator shall, prior to commencing operations within the City, furnish the City Administrator, on a form provided by the City, a fully executed application for registration to operate a Mobile Food Vehicle within the City.

(b) Applications for registrations to operate Mobile Food Vehicles will be accepted by the City Administrator beginning January 1 of each calendar year.

(c) Mobile Food Vehicles operating within the boundaries of the City, stopping, standing or otherwise parking in the public right of way for only 15 consecutive minutes or less, shall not be required to apply for registration to operate a Mobile Food Vehicle within the boundaries of the City in the public right of way.

(Ord. 57-2021. Passed 11-16-21.)

813.04 FURNISHING OF INFORMATION.

A Mobile Food Vehicle Operator, prior to commencing Mobile Food Vehicle operations within the City, shall furnish the City Administrator with the following documents and information:

(a) A current, written certification that the Mobile Food Vehicle has passed all necessary inspections required by the City Fire Department;

(b) A current written certification that the Mobile Food Vehicle Operator and the Mobile Food Vehicle have passed all necessary inspections and are in full compliance with the Wood County Health Department;

(c) A letter of good standing from the City Income Tax Division with respect to the Mobile Food Vehicle operations; and

(d) A current certificate of insurance evidencing general liability coverage in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate in a form acceptable to the City.

(Ord. 52-2017. Passed 8-1-17.)

813.05 PERMIT.

(a) Each Mobile Food Vehicle Operator shall, prior to commencing operations within the City, pay an annual, nonrefundable permit fee to the City Administrator in the amount of \$100.00.

(b) The City shall, no later than 14 days after receiving (i) a fully executed application for registration to operate a Mobile Food Vehicle within the City, (ii) all other required documents and information, and (iii) an annual permit fee, issue a permit to the Mobile Food Vehicle Operator to operate the Mobile Food Vehicle within the City.

(c) Mobile Food Vehicle permits must be on display, on the vehicle, in full sight for all to see at all times while the Mobile Food Vehicle is operating within the City.

(d) Mobile Food Vehicle permits are specific to the Mobile Food Vehicle Operator and the Mobile Food Vehicle.

(e) Mobile Food Vehicle permits will automatically expire each year on December 31.

(f) No annual permit fee shall be required of Mobile Food Vehicles or Mobile Food Vehicle Operators owned or compensated by a food establishment currently operating within the boundaries of the City, from a fixed location (i.e., from owned or leased real property), and in compliance with all other applicable, local regulations.

(Ord. 52-2017. Passed 8-1-17.)

813.06 ENFORCEMENT AND PENALTY.

In the case of a failure by any Mobile Food Vehicle Operator to comply with any of the provisions of this chapter, such Mobile Food Vehicle Operator shall be in violation and shall be subject to a penalty.

(a) The provisions of this section shall be enforceable by the Perrysburg Police Division.

(b) A penalty in the amount of one hundred dollars (\$100.00) shall be assessed and immediately payable for failure to comply with any of the provisions of this chapter. A separate offense shall be deemed committed each day, or part thereof, for which a Mobile Food Vehicle Operator fails to comply with any of the provisions of this chapter. Any and all penalties are in addition to the annual permit fee.

(c) No penalty shall be imposed under this chapter with respect to any failure if it is shown that such failure is due to reasonable cause and not to willfull neglect.

(d) Upon discovery of the violation, the Mobile Food Vehicle operator shall be served with notice of violation and demand for penalty in the same manner as a fine. Upon service with the notice of violation, the Mobile Food Vehicle operator shall immediately cease operations within the City of Perrysburg until such time as the Mobile Food Vehicle operator is issued a valid permit for operations.

(e) No Mobile Food Vehicle Operator shall be permitted to operate a Mobile Food Vehicle within the City for any year in which it has been assessed penalties under this chapter on more than two occasions.

(Ord. 22-2019. Passed 6-4-19.)

Exhibit B

CHAPTER 813

Mobile Food Units

813.01 Definitions.

813.02 Registration required.

813.03 Application for registration.

813.04 Furnishing of information.

813.05 Permit.

813.06 General Requirements

813.07 Enforcement and penalty.

813.01 DEFINITIONS.

The following terms shall have the following meanings when used in this chapter:

- (a) "City Administrator" shall mean the City Administrator of the City of Perrysburg, or their designee.
- (b) "Tax Administrator" shall mean the Income Tax Commissioner of the City of Perrysburg, or their designee.
- (c) "Retail Food Establishment" means a premises or part of a premises where food is stored, processed, prepared, manufactured, or otherwise held or handled for retail sale. Except when expressly provided otherwise, "retail food establishment" includes a mobile retail food establishment, seasonal retail food establishment, and temporary retail food establishment.
- (d) "Food service operation" means a place, location, site, or separate area where food intended to be served in individual portions is prepared or served for a charge or required donation. As used in this division, "served" means a response made to an order for one or more individual portions of food in a form that is edible without washing, cooking, or additional preparation and "prepared" means any action that affects a food other than receiving or maintaining it at the temperature at which it was received.
- (e) "Mobile Food Service Operation" means a food service operation that is operated from a movable vehicle, portable structure, or watercraft and that routinely changes location, except that if the operation remains at any one location for more than forty consecutive days, the operation is no longer a mobile food service operation. "Mobile food service operation" includes a food service operation that does not remain at any one location for more than forty consecutive days and serves, in a manner consistent with division (F) of this section, only frozen desserts; beverages, nuts, popcorn, candy, or similar confections;

bakery products identified in Section 911.01 of the Ohio Revised Code; or any combination of those items.

- (f) "Mobile Food Unit" shall mean any apparatus or equipment that is used to cook, prepare or serve food, and that routinely changes or can change location and is operated from a moveable vehicle or apparatus, including but not limited to motorized vehicles, trailers, and hand propelled carts.
- (g) "Mobile Food Unit Operator" shall mean any and all persons associated with the operation of a Mobile Food Unit for which registration has been made to operate the Mobile Food Unit within the City.

813.02 REGISTRATION REQUIRED.

Except as provided in 813.03(c), no Mobile Food Unit shall be operated in the City without first registering with the City Administrator. A separate registration must be made for each and every Mobile Food Unit to be operated within the City.

813.03 APPLICATION FOR REGISTRATION.

- (a) Each Mobile Food Unit operator shall, prior to commencing operations within the City, furnish the City Administrator, on a form provided by the City, a fully executed application for registration to operate a Mobile Food Unit within the City.
- (b) Applications for registrations to operate Mobile Food Units will be accepted by the City Administrator beginning April 1 of each calendar year. Registrations will be valid for one year starting April 1 and terminating on March 31. Any registrations granted in 2025 will be valid until March 31, 2026.
- (c) Mobile Food Units operating within the boundaries of the City, stopping, standing or otherwise parking in the public right of way for only 15 consecutive minutes or less, shall not be required to apply for registration to operate a Mobile Food Unit within the boundaries of the City in the public right of way.

813.04 FURNISHING OF INFORMATION.

A Mobile Food Unit Operator, prior to commencing Mobile Food Unit operations within the City, shall furnish the City Administrator with the following documents and information:

- (a) A current written certification that the Mobile Food Unit Operator and the Mobile Food Unit have passed all necessary inspections and are in full compliance with a State of Ohio Health Department; and
- (b) A letter of good standing from the City Income Tax Division with respect to the Mobile Food Unit Operations; and
- (c) A current certificate of insurance evidencing general liability coverage in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate in a form acceptable to the City.
- (d) A current, written certification that the Mobile Food Unit has passed all necessary annual inspections required by the City Fire Division.

- a. If the City Fire Division is to provide any inspections, inspections by the City Fire Division will be provided after application and payment of the annual, non-refundable permit fee.
- b. Inspections are only valid for the permitted period.

813.05 PERMIT.

- (a) Each Mobile Food Unit Operator shall, prior to commencing operations within the City, apply for an annual permit and pay an annual, nonrefundable permit application fee to the City Administrator in the amount of \$100.00.
- (b) Once the City has received: (i) a fully executed application for registration to operate a Mobile Food Unit within the City, (ii) all other required documents and information, and (iii) an annual permit fee, the City shall have a fourteen (14) business day period to review the provided materials and determine if a permit will issued to the Mobile Food Unit Operator to operate the Mobile Food Unit within the City.
 - (1) In making its determination, the City may review any and all information pertaining to the Mobile Food Unit and Mobile Food Unit Operator including, but not limited to, violations and suspensions in other jurisdictions within the past two (2) years.
 - i. Any open or outstanding violations or suspensions are grounds for immediate denial of a permit application. If the applicant remedies the open violations or suspensions within ten (10) business days of the denial of the permit application, the applicant may resubmit their application an no additional cost to the applicant.
 - (2) Nothing in this Section shall be construed as a requirement for the City to issue a Mobile Food Unit permit. The City may deny any application for a Mobile Food Unit permit for any reason, with or without cause.
- (c) Mobile Food Unit permits must be on display, on the vehicle, in full sight for all to see at all times while the Mobile Food Unit is operating within the City.
- (d) Mobile Food Unit permits are specific to the Mobile Food Unit Operator and the Mobile Food Unit.
- (e) Mobile Food Unit permits will automatically expire each year on March 31.
- (f) No annual permit fee shall be required of Mobile Food Units or Mobile Food Unit Operators owned or compensated by a food establishment currently operating within the boundaries of the City, from a fixed location (i.e., from owned or leased real property), and in compliance with all other applicable, local regulations.

813.06 GENERAL REQUIREMENTS.

- (a) All Mobile Food Units must be in compliance with Section 320 of the Ohio Fire Code.
- (b) No Mobile Food Unit shall operate in the City without a valid Mobile Food Unit Permit.
- (c) No property or business shall be permitted to host a Mobile Food Unit without a valid Mobile Food Unit Permit issued pursuant to this Chapter.
- (d) No Mobile Food Unit shall be parked on the street overnight, or left unattended or unsecured at any time food is kept in the Mobile Food Unit.
 - (1) The owner or operator of any Mobile Food Unit found to be in violation of this subsection may be charged with a violation of this chapter.
- (e) Mobile Food Units are prohibited from selling alcoholic beverages.

- (f) Mobile Food Units shall serve pedestrian customers only, drive-in or drive-through services shall be prohibited.
- (g) Mobile Food Units may not operate, stop, stand or park in any area that impedes the use of the right-of-way that is intended for use by vehicular travel or that in any way impedes the use of the right-of-way or that presents an unsafe condition for any patron, pedestrians, or other vehicles.
- (h) Mobile Food Units shall provide adequate trash/recycling receptacles and all waste shall be removed by the Mobile Food Unit at the close of business.
- (i) Fueling of Mobile Food Units or associated generators shall not be permitted on the host site.
- (j) Amplified music or other sounds from any Mobile Food Unit may not at any time unreasonably disturb nearby residents, businesses, pedestrians or vehicles.
- (k) Any property owner or tenant that permits a Mobile Food Unit to operate or park on the property without a Mobile Food Unit Permit for that location shall be in violation of this section.
- (l) The City reserves the right at all times to require a Mobile Food Unit to relocate to an alternate location or cease to operate as determined by the enforcement official if the approved location needs to be used for emergency purposes or other public benefit or if in the opinion of the enforcement officer the Mobile Food Unit presents a safety hazard to the public.
- (m) Mobile Food Units shall adhere to all applicable parking regulations.
- (n) If a Mobile Food Unit has open or outstanding violations or suspensions in any jurisdiction, the City may suspend the Mobile Food Unit Permit until the suspensions or outstanding violations are remedied.
- (o) No Mobile Food Unit Operator or its employees or agents shall:
 - (1) Sell food items, display food items, or conduct vending operations to the occupants of vehicles stopped in traffic;
 - (2) Display food items or place lines or other devices for the display of food items on any building or on any utility pole, planter, tree, trash container, or other sidewalk fixture;
 - (3) Place any food items in or upon any street or sidewalk;
 - (4) Conduct business without making available a container suitable for the placement of litter and without cleaning up any litter generated by the food service operator or in the area of the food service operation;
 - (5) Smoke or vape in or within ten (10) feet of the unit;
 - (6) Use generators that produce more than sixty (60) decibels of noise;
 - (7) Utilize the City's electrical outlets, if available, unless allowed by the City and all fees and costs set by the City Administration are paid in advance.
- (p) All mobile food service operations and or their employees or agents shall:
 - (1) Conspicuously display evidence of their mobile food service operation permit issued pursuant to this Chapter;
 - (2) Be constructed to internally store and contain all grease and waste water for proper disposal, to prevent ground water contamination, and to prevent discharge of any waste water onto the ground or into any storm water sewer within the City;

- (3) Obey any lawful order of a police officer to relocate to avoid congestion or obstruction during an emergency;
- (4) Comply with all requirements of applicable state and local law, including, without limitation, the City's Fire prevention code, the State of Ohio Fire Code, the Ohio Department of Commerce regulations, the Ohio Uniform Food Safety Code, Ohio Department of Health's certification in food protection rule, and the City's traffic and zoning codes;
- (5) Exercise reasonable care to ensure that operations do not create a health or safety hazard to customers, other users of the sidewalks and streets, or persons on abutting property; and
- (6) Operate in any manner that blocks, obstructs, or restricts the free passage of vehicles or pedestrians in the lawful use of the sidewalks or highways or ingress or egress to the abutting property. Mobile Food Vendors shall maintain a clear path of travel on any sidewalk pursuant to the Americans with Disabilities Act, as amended ("ADA") free of customer queuing, signage and/or all portions of the vehicle for clear movement of pedestrians.

813.07 ENFORCEMENT AND PENALTY.

- (a) The provisions of this section shall be enforceable by the Perrysburg Police Division and the Perrysburg Fire Division.
- (b) Whoever violates any provision of this Chapter is guilty of a minor misdemeanor for a first offense, and for a second or subsequent offense, shall be guilty of a misdemeanor of the fourth degree.
- (c) A Mobile Food Unit Operator found in violation of any provision of this chapter shall have their Mobile Food Unit Permit immediately suspended by the City and shall not be allowed to do business within the City of Perrysburg until all violations are cured, any penalties are finalized, and/or the suspension is lifted by the City Administrator. The Mobile Food Unit Operator shall immediately cease operations within the City of Perrysburg until such time as the Mobile Food Unit Operator is issued a valid permit for operations.
- (d) No Mobile Food Unit Operator shall be permitted to operate any Mobile Food Unit within the City for any permit year in which it has been found in violation under this Chapter on more than two occasions.
- (e) Should any provision of this Chapter be held invalid by a court of competent jurisdiction, then such provision shall be considered separate and apart from the remaining provisions, which shall remain in full force and effect.

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 67-2025

DATE: August 5, 2025



Subject Matter/Background

The City of Perrysburg has found it necessary to replace the existing HVAC units at Fire Station 38 and remove the inoperative HVAC unit from the roof of the station.

The City received one (1) qualifying bid and the bid received from Positive Trades Group, Inc. of Holland, Ohio provided the lowest and best bid for the proposed work, and it has the equipment, expertise, personnel, and knowledge to perform the required work

This Resolution authorizes the Mayor and Director of Finance to enter into an Agreement with Positive Trades Group, Inc. for the base bid and the alternative bid in an amount not to exceed Four Hundred Seventy-Three Thousand Seven Hundred Ninety Dollars and Zero Cents (\$473,790.00) for the Fire Station 38 HVAC Improvement Project, as set forth in the proposal attached hereto and incorporated herein as Exhibit A, and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed Twenty-Two Thousand Eight Hundred Twenty-Nine Dollars and Fifty Cents (\$22,829.50), for a total project amount not to exceed Four Hundred Ninety-Six Thousand Six Hundred Nineteen Dollars and Fifty Cents (\$496,619.50).

Financial Review

Account: 4403-21233-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate. An Emergency is requested to permit the DPS to take the necessary steps to contract for the service in a timely manner.

RESOLUTION 67-2025

A RESOLUTION AWARDING A BID AND AGREEMENT TO THE POSITIVE TRADES GROUP IN THE AMOUNT OF FOUR HUNDRED NINETY-SIX THOUSAND SIX HUNDRED NINETEEN DOLLARS AND FIFTY CENTS (\$496,619.50) FOR REPLACEMENT OF THE HVAC SYSTEMS AT FIRE STATION 38 AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio solicited general contractor bids for the Fire Station 38 HVAC Improvement Project, and the City issued a bid package which contained all relevant specifications and requirements for the project, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

WHEREAS, the City received one (1) qualifying bid and the bid received from Positive Trades Group, Inc. of Holland, Ohio provided the lowest and best bid for the proposed work, and it has the equipment, expertise, personnel, and knowledge to perform the required work; and,

WHEREAS, given the nature of the work, it is reasonable that any contract to perform such work should be awarded to a general contractor rather than to separate trade contractors; and,

WHEREAS, the cost for the base bid project is Four Hundred Fifty-Six Thousand Five Hundred Ninety Dollars and Zero Cents (\$456,590.00), with the City Engineer requesting a five percent (5%) contingency (\$22,829.50) on the base bid amount. The City Engineer is also requesting that the City accept the alternative bid of Seventeen Thousand Two Hundred Dollars and Zero Cents for the removal of the inoperative HVAC unit from the roof of the station, leaving the total cost of the project at an amount not to exceed Four Hundred Ninety-Six Thousand Six Hundred Nineteen Dollars and Fifty Cents (\$496,619.50).

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF PERRYSBURG, WOOD COUNTY, OHIO:**

SECTION 1. The Mayor and Director of Finance are authorized to enter into an Agreement with Positive Trades Group, Inc. for the base bid and the alternative bid in an amount not to exceed Four Hundred Seventy-Three Thousand Seven Hundred Ninety Dollars and Zero Cents (\$473,790.00) for the Fire Station 38 HVAC Improvement Project, as set forth in the proposal attached hereto and incorporated herein as Exhibit A, and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed Twenty-Two Thousand Eight Hundred Twenty-Nine Dollars and Fifty Cents

(\$22,829.50), for a total project amount not to exceed Four Hundred Ninety-Six Thousand Six Hundred Nineteen Dollars and Fifty Cents (\$496,619.50).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure to expedite the project and to promote safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

General Info

Alt Total: \$17,200.00

Total:

\$456,500.00

Number	Description
Fire Station 38 HVAC Improvements	Fire Station 38 HVAC Improvements
Deadline	This project consists of removing the three (3) existing residential grade furnaces, condensers and all ancillary equipment and installing a new commercial grade roof top unit. Ductwork will be reused as much as possible but some changes are needed.
07/17/2025 02:00 PM EDT	
Vendor	There is also an alternate (Alternate H-1) to remove an existing (not in use) rooftop unit, curbs/penetrations and repair the roof.
Positive Trades Group	
Submitted	This contract is subject to the provision of State of Ohio, Prevailing Wage Rates. The subsequent contract will require certificates of insurance and may require performance and payment bonds.
07/17/2025 11:41 AM EDT	
Signed by	In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.
Tracy Hansen	
Account Holder Tracy Hansen	
Opened	The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid and any Alternatives that are accepted.
07/17/2025 02:00 PM EDT	
By	Final Completion for the project: May 29, 2026
bthomas@ci.perrysburg.oh.us	Engineer's Estimate = \$467,000.00
	Allows zero unit prices and labor
	Yes
	Allows negative unit prices and labor
	Yes

Ordinance 08-2023 Confirmation Statement

I confirm, in accordance with the wage and fringe benefit requirements set from in O.R.C. 4115.03(E), that my company, bidding on this City of Perrysburg project, meets the following standards (select either Yes or No):

Statement #1: The bidder provides healthcare benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

Statement #2: The bidder provides retirement benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

Statement #3: The bidder hires employees who have done one of the following:

1) Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor.

2) Have at least five (5) years of documented experience in the specified field.

Statement #1 Answer *

Yes

Statement #2 Answer *

Yes

Statement #3 Answer *

Yes

In addition to the above, the bidder certifies they will comply with all provisions of the City of Perrysburg Code 252.052. Please refer to the copy of Ordinance 08-2023 in the attached document list for additional details.

Failure of a bidder to comply with 252.052 due to the lack of submission of the above confirmations or bidder's failure to affirmatively meet the above standards, shall result in the bidder being considered non-responsive.

Signature *

Kurt Deal

Title *

President

Bidder Company Name *

Positive Trades Group

Date *

7/17/25

The above signature hereby certifies, by signing and submitting this form, they have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052.

Attachment List

Ordinance 8-2023 Signed.pdf (759 KB)
Ordinance 08-2023

4140_Perrysburg_FD_Station38_FOR CONSTRUCTION (1).pdf (14.2 MB)
Construction Drawings

03_LegalNotice (3).pdf (97 KB)
Legal Advertisement

04 Insurance Requirements (2) (1).pdf (109 KB)
Insurance Requirements

08 General Conditions (2) (1).pdf (233 KB)
General Conditions

05_Specs_FY23 (2) (1).pdf (174 KB)
Supplemental Specifications

10_ContractForm_FY23 (1) (1).pdf (694 KB)
Contract Forms (For Reference Only)

4140 Perrysburg Addendum 01.pdf (2.64 MB)
Addendum #1 - July 14, 2025

Proposal

BID

Proposal of: *

Positive Trades Group

(hereinafter called "Bidder"), organized and existing under the laws of the State of *

Ohio

doing business as *

"a corporation"

submitted to The City of Perrysburg (hereinafter called "Owner").

In compliance with the Advertisement for Bids, the Bidder hereby proposes to perform all Work for the construction of: *

Perrysburg Fire Station 38 HVAC Improvements

in strict accordance with the Contract Documents, within the time set forth therein, and accept as compensation therefore the sum of (in words): *

Four Hundred Fifty Six Thousand Five Hunded Dollars

\$ (in currency): *

\$456,500.00

;however, the final amount will be controlled by the following unit prices and no payments shall exceed the total unit prices for said work. The Bidder agrees to accept the following unit prices for any addition or deductions caused by any change or alterations in the plans or specifications of the work.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that: 1) this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor; 2) they do not have an unresolved finding for recovery issued by the Auditor of State, in accordance with Section 9.24 of the Ohio Revised Code; and 3) they do not have an active exclusion shown in the Federal System of Award Management (SAM).

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$1,00 for each consecutive calendar day thereafter as provided in the General Conditions.

The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable):

Addenda #: *

1

Addenda Date: *

7/14/25

The Bidder acknowledges that 1) they have not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees, or agents; 2) they are responsible for verifying the current prevailing wage rates and requirements according to Chapter 4114 of the Ohio Revised Code; 3) upon contract award, they will be required to sign an affidavit indicating whether or not they have delinquent personal property taxes on the General Tax List of Personal Property of Wood County, Ohio, in accordance with Section 5719.042 of the Ohio Revised Code.

In submitting this Bid, it is understood it may be withdrawn prior to the scheduled closing time for the receipt of bids, but that the Bidder may not withdraw its Bid after the actual opening thereof.

On acceptance of this Bid, the Bidder does hereby bind itself to enter into a written contract with the Owner within ten (10) days of the Notice of Award and give a Surety Bond amounting to 100% of the Contract.

Signature: *

Kurt Deal

Address: *

8650 Airport Hwy.

Title: *

President

City, State, Zip: *

Holland, OH 43528

Legal Name of Bidder: *

Positive Trades Group

Phone Number: *

(419) 865-6171

Fax Number: *

4198654561

E-mail Address *

tracy.hansen@positivetradesgroup.com

Base Bid

\$456,500.00

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
Special	Removal of Existing HVAC Equipment	1.00	LS	\$25,000.00	\$25,000.00
Special	Installation of Proposed HVAC Equipment	1.00	LS	\$406,500.00	\$406,500.00
Special	Construction Allowance	1.00	LS	\$15,000.00	\$15,000.00
Addendum 1	Sealing Existing Penetrations at Fire Rated Partitions	1.00	LS	\$10,000.00	\$10,000.00
					Total: \$456,500.00

Alternate H-1

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid. Component is not included in bid total. Alternates are not included in bid total.					
Special	Alternate H-1 as Described on Sheet H102	1.00	LS	\$17,200.00	\$17,200.00
				Alternate Total: \$17,200.00 Total:	

BID GUARANTEE AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned *

Positive Trades Group

as Principal and *

Ohio Farmers Insurance Company

as Surety, are hereby held and firmly bound unto the City of Perrysburg as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on *

July 17, 2025

to undertake the project known as: *

Fire Station 38 - HVAC Improvements

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (in words):

\$ (in currency):

(If the above line is left blank, the penal sum shall be the full amount of Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable)

Bond Percentage

10.00%

Guarantee Method *

Certified Check or Paper Bid Bond

Certified Check or Paper Bid Bond Confirmation *

I have provided a paper bid bond and uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms. I further agree to submit the original Bid Bond to The City of Perrysburg Engineering Department within three (3) business days, if found to be the Apparent Low Bidder.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above-referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event that the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, that this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, then said contract is made part of this bond the same as through set forth herein.

NOW ALSO, if the said Principal shall well and faithfully do and perform each and every condition of such contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on this bond.

Principal: *

Positive Trades Group

By: *

Kurt Deal

Title: *

President

Surety: *

Ohio Farmers Insurance Company

By (Attorney-in-Fact): *

Christina Heller

Address: *

1 Park Circle PO Box 5001

Agent: *

Savage - McVicker Insurance

Address: *

4331Keystone Dr., Suite C Maumee, OH 43537

EXPERIENCE STATEMENT

Bidder shall provide information regarding similar work performed including, but not limited to, project name, description, location, and contact information, and any other details that will enable the City to assess the Contractor's capabilities, experience, skills, and financial standing with regard to this proposal. This statement shall also include information showing that the Bidder:

- maintains a permanent place of business.
- has adequate facilities and equipment available for the work under the proposed contract.
- has suitable financial means to meet obligations incidental to the proposed contract.
- has appropriate technical experience and possesses sufficient skills and experience.
- has the ability or resources available to make all repairs and adjustments that may be required on the equipment to be used under the proposed contract.

Response to the above: *

Positive Trades Group originated in December of 2012. The two original owners of Positive Trades Group have over 50 years combined experience in Mechanical Contracting. Together with our sister company, who performs sheet metal and HVAC projects, we have grown from 4 million dollars in annual sales to over 30 million dollars in annual sales in 12 years time. Our wor consists of completeing new builds as well as renovations ranging in price from \$10,000.00 to \$30,000,000.00

If Bidder is Corporation, list Officers, type N/A if not applicable:

Name: *

Kurt Deal

Title: *

President

If Bidder is Corporation, list Officers, type N/A if not applicable: 1

Name: *

Rod Fry

Title: *

Vice President

If Bidder is Partnership, list Members, type N/A if not applicable:

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract.

Name: *

Automated Logic

Address: *

4935 Harroun Rd. Sylvania, Oh 43560

Type of Work: *

Controls

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 1

Name: *

Laibe Electric

Address: *

26440 Southpoint Rd. Perrysburg, OH 43551

Type of Work: *

Electric

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 2

Name: *

Bondy Insulation

Address: *

6600 E. 15 Mile Rd. Sterling Heights, MI 48312

Type of Work: *

Insulation

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 3

Name: *

Nordmann Roofing

Address: *

1722 Starr Ave. Toledo, OH 43605

Type of Work: *

Roofing

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 4

Name: *

Sperling Heating &
Ventilating

Address: *

8650 Airport Hwy.. Holland, OH 43528

Type of Work: *

Sheet Metal

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 5

Name: *

Spieker Company

Address: *

2541 Tracy Rd. Northwood, OH 43619

Type of Work: *

General Trades

By signing below, the bidder certifies that, they will require the proposed subcontractors listed above and any subcontractors to those subcontractors to meet the requirements of the City of Perrysburg code 252.052. Failure to ensure a proposed subcontractor listed above or any subcontractor to those subcontractors will result in debarment from City contracts for a period of three (3) years.

Signed By: *

Kurt Deal

Title *

President

Company *

Positive Trades Group

Date *

7/17/25

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Lucas

Bid Identification *

Perrysburg Fire Station 38 - HVAC Improvements

Bidder's Name *

Kurt Deal

, being first dually sworn, deposes and says that he is:

*

president

Enter response if "other" was selected

of (company name): *

Positive Trades Group

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: *

Kurt Deal

Title: *

President

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

Any substitutions, deletions, additions, or deviations to the minimum specifications must be shown on this form and attached to the proposal forms in order to be considered as part of the bid. The City reserves the right to accept or reject any and all substitutions or optional bids. *

No bid

PREVAILING WAGE RESPONSIBILITIES

Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
 - (1) Be specific when listing laborers and operators
 - (2) Show level/year for all apprentices
- C. Hours worked on the project
 - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation: \$12.82 (base rate) x 1 1/2 = \$19.25 + \$1.70 (fringe payments) = \$20.93). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

E. List all fringe benefits (if any) and amount per hour for each

(1) Hourly amount is to be based on 2080 hours per year.

F. Total deductions

G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITE:

Ohio Department of Commerce (<http://www.com.ohio.gov/laws/>)

Perrysburg Code 252.02(G) Disclosures

1) Has there been any safety violations or settlement agreements between the bidder and the Occupational Safety & Health Administration or a state based agency of similar jurisdiction during the ten (10) year prior to the submission of the bid? *

No

2) Has there been any violation of, or settlement agreement related to, any wage and hour laws at the local, state or federal level during the ten (10) years prior to the submission of the bid? *

No

3) Does the bidder have an active and compliant Ohio Bureau of Workers Compensation insurance policy? *

Yes

4) Please list any license(s) issued by the Ohio Construction Industry Licensing Board that has been assigned to the bidder *

Plumbing & Hydronics 47322, Ohio Boiler Contractor C86301, HVAC 49144

5) Have there been any legal judgments against the bidder during the last ten (10) years prior to the submission of the bid? *

No

6) List the relevant experience of the bidder, including the number of years in the business under its present, alias, fictitious, doing business as, and/or former business name. *

Positive Trades Group has been in business since 2012

7) Attach a complete list of all the bidder's ongoing and completed public and private construction projects within the last three (3) years, including the nature and value of each contract and the name, address, and phone number or email address for a representative of the owner of each project. *

See Attachment

8) Have there been any state or federal Environmental Protection Agency complaints issued against the bidder during the ten (10) years prior to the submission of the bid? *

No

9) Describe the management experience of the bidder's project manager(s) and superintendent(s) who will be assigned to the project *

Over 20 years of construction & project management across a wide range of commercial and industrial projects

10) Is the bidder a foreign corporation not incorporated under the laws of Ohio? If yes, a Certificate of Good Standing from the Ohio Secretary of State demonstrating its right to conduct business in the State of Ohio must be attached. *

No

11) Has the bidder been debarred by any public authority in the United States during the ten (10) years prior to the submission of the bid? *

No

12) Provide a description of the bidder's Occupational Safety and Health Administration compliant safety program. *

OSHA Compliance, Site Specific Safety Plans, Daily Jobsite Safety Meeting, PPE Compliant

13) Does the bidder have an active and compliant Ohio Drug Free Workplace policy issued by the State of Ohio? *

Yes

14) Provide the percentage of the bidder's workforce that has five (5) or more years of experience in their trade. *

90%

I hereby certify that, to the best of my knowledge, the provided information is true and accurate and by signing and submitting this form, I have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052

Company Name *

Positive Trades Group

Signature *

Kurt Deal

Title *

President

Date *

7/17/25

Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
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Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	No bid
14 Required Documents		

Required Document List

Name		Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond		Electronically verifying Bid Bond	Perrysburg Fire 38 Bond.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment		Omit if Not Needed	PTG MAJOR PROJECTS & REF 1.30.24.xlsx
2 Required Documents			

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 68-2025

DATE: August 5, 2025



Subject Matter/Background

Maumee Western Reserve Road located within the City of Perrysburg, as depicted on Exhibit A, currently has posted signage to indicate a forty-five (45) mile an hour speed limit. Section 4511.21 of the Ohio Revised Code grants local authorities the authority to establish prima facie speed limits different from those specified in the Code, with the approval of the Ohio Department of Transportation (ODOT), provided such limits do not exceed 50 mph.

In response to concerns about the speed limit along Maumee Western Reserve Road. The City of Perrysburg requested that ODOT conduct a speed study to assess a consistent and safe speed limit for the entire stretch of road. The results of the study indicated that the calculated 85th percentile speed of the road was forty-five (45) miles per hour, which differs from the existing statutory speed limits, but matches the posted speed signage. Considering these findings, the City has formally requested that the Ohio Department of Transportation approve a speed limit of forty-five (45) miles per hour for all portions depicted on Exhibit A, to promote safety and consistency for motorists

Financial Review

There is no financial impact on the City at this time.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to waive the three readings and pass the legislation as an emergency measure would be appropriate to allow for the speed change to occur as soon as possible.

RESOLUTION 68-2025

A RESOLUTION REQUESTING THE OHIO DEPARTMENT OF TRANSPORTATION TO ESTABLISH SPEED LIMITS ON MAUMEE WESTERN RESERVE ROAD WITHIN THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

WHEREAS, the portion of Maumee Western Reserve Road located within the City of Perrysburg, as depicted on Exhibit A, currently has posted signage to indicate a forty-five (45) mile an hour speed limit; and

WHEREAS, the statutory speed limit for this section of the road within the City of Perrysburg is fifty (50) miles per hour; and,

WHEREAS, Section 4511.21 of the Ohio Revised Code permits local authorities to authorize prima facie speed limits different than those contained in the said Section, subject to the declaration of the Director of the Ohio Department of Transportation, provided that the same does not exceed 50 mph; and

WHEREAS, in an effort to provide a documented speed limit for Maumee Western Reserve Road, the City requested that a traffic study be completed by the Ohio Department of Transportation to determine a safe and reasonable speed limit for the roadway; and,

WHEREAS, based upon the traffic study, the calculated average speed, or 85th percentile, for the portion of Maumee Western Reserve Road located within the City of Perrysburg is forty-five (45) miles per hour, which is at a variance with the statutory speed limit; and,

WHEREAS, the City is requesting that forty-five (45) miles per hour be declared the safe and reasonable speed limit for the portion Maumee Western Reserve Road within the City of Perrysburg; and,

WHEREAS, the Safety Committee reviewed this request at its meeting on July 28, 2025 and voted 3-0 to advance the legislation to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. That the Director of the Ohio Department of Transportation be and is requested to establish the following speed limit:

Street
Maumee Western Reserve Road

Speed Limit
45mph

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to implement the establishment of a safe and reasonable speed limit as expeditiously as possible, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

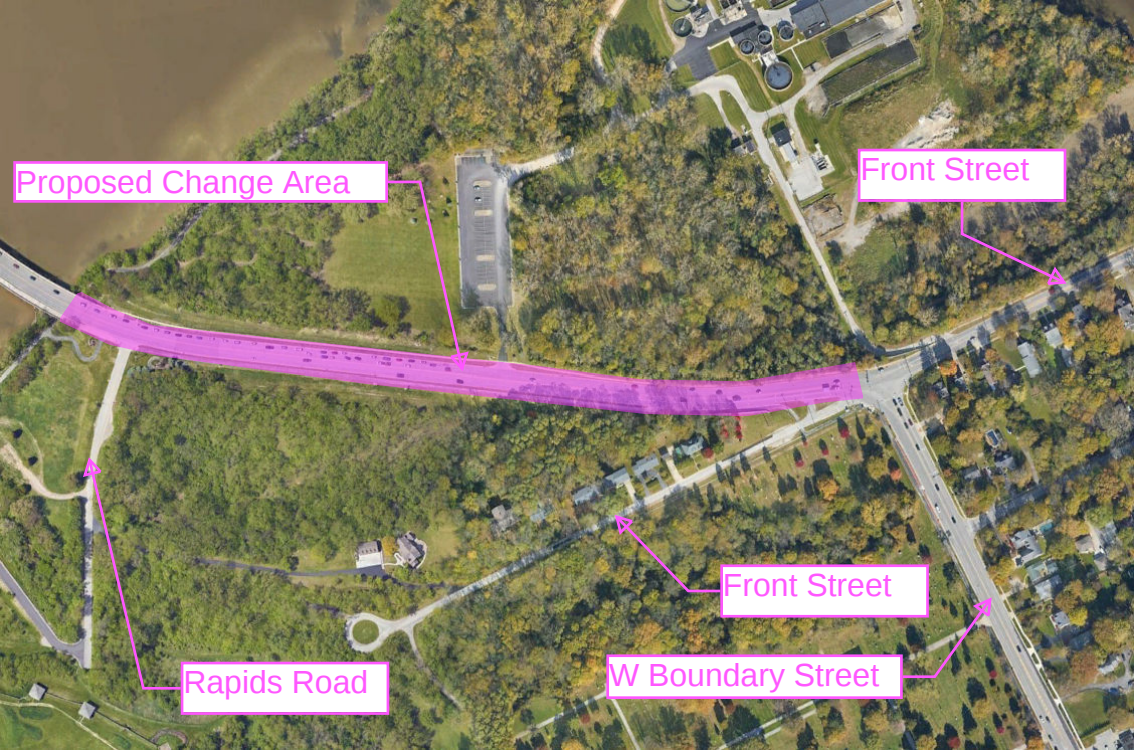
Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



Proposed Change Area

Front Street

Front Street

Rapids Road

W Boundary Street

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 100-2025

DATE: August 5, 2025



Subject Matter/Background

An Ordinance amending the zoning of a 0.49 acre parcel located on the south side of East Fifth Street between Locust Street and Sandusky Street, north of the alley. The surrounding parcels are zoned as:

North: R-3 (Single Family Residential) and INS (Institutional)
East: R-3 (Single Family Residential)
West: R-3 (Single Family Residential)
South: R-3 (Single Family Residential)

The owner would like to amend the zoning map from R-3 (Single Family Residential) to R-5 (Two Family Residential) to allow for duplex residential development of the properties.

The Planning Commission voted 4-0 in favor.

A Public Hearing was held on July 1, 2025 and the Planning and Zoning Committee voted 3-0 in favor of this recommendation on July 22, 2025.

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion waive the three readings rule, and pass this legislation is appropriate.

ORDINANCE 100-2025

**AN ORDINANCE AMENDING THE ZONING MAP OF THE
CITY OF PERRYSBURG, WOOD COUNTY, OHIO, TO
REZONE THE PROPERTY LOCATED AT 500 SANDUSKY
STREET AND THREE (3) ADDITIONAL ADJACENT LOTS
ON EAST FIFTH STREET FROM R-3 (SINGLE FAMILY
RESIDENTIAL) TO R-5 (TWO FAMILY RESIDENTIAL)**

WHEREAS, the proposed parcels for rezoning are located on the south side of East Fifth Street between Locust Street and Sandusky Street, north of the alley; and,

WHEREAS, the parcels included in this request are: Q61-000-902109001000, Q61-000-902109002000, Q61-000-902109003000, and Q61-000-902109004000, which are approximately 0.49 acres combined, currently zoned R-3 (Single Family Residential); and,

WHEREAS, these properties are bordered to the west by R-3 (Single Family Residential); to the east by R-3 (Single Family Residential); to the south by R-3 (Single Family Residential) and, to the north by R-3 (Single Family Residential) and INS (Institutional); and,

WHEREAS, the applicant has requested rezoning from R-3 (Single Family Residential) to R-5 (Two Family Residential) to allow for duplex residential development of the properties; and,

WHEREAS, the Planning Commission voted 4-0 in favor of approving the rezoning the property to R-5 (Two Family Residential); and,

WHEREAS, a Public Hearing was held on July 1, 2025, and the Planning and Zoning Committee heard this matter at their July 22, 2025 meeting and recommended that the matter be presented to City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Zoning District Map attached to and made a part of Ordinance No. 156-2007, passed on October 2, 2007, now known as Title 12 of the Codified Ordinances of the City of Perrysburg, Ohio, and as subsequently amended, is hereby revised and amended by changing the zoning of the parcels depicted in Exhibit A from R-3 (Single Family Residential) to R-5 (Two Family Residential).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Ordinance shall be in full force and effect at the earliest time permitted by law.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 101-2025

DATE: August 5, 2025



Subject Matter/Background

An Ordinance amending the zoning of a 19.5968-acre parcel located on the southeast corner of Roachton Road and Dixie Highway. The surrounding parcels are zoned as:

North: C-4 (Highway Commercial) and Perrysburg Township
East: R-M (Multi-Family Residential) and PBP (Planned Business Park)
West: C-4 (Highway Commercial), OS (Office and Service), and PBP (Planned Business Park)
South: I-2 (General Industrial)

The owner would like to amend the zoning map from PBP (Planned Business Park) to C-4 (Highway Commercial) to allow for commercial development of the property.

The Planning Commission voted 4-0 in favor.

The Planning and Zoning Committee voted 3-0 in favor of this recommendation on July 22, 2025, and a Public Hearing was held on August 5, 2025.

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion waive the three readings rule, and pass this legislation is appropriate.

ORDINANCE 101-2025

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, TO REZONE PROPERTY ON ROACHTON ROAD FROM PBP (PLANNED BUSINESS PARK) TO C-4 (HIGHWAY COMMERCIAL)

WHEREAS, the proposed parcel for rezoning is located at the southeast corner of Roachton Road and Dixie Highway; and,

WHEREAS, the parcel included in this request is the northern half of parcel Q61-400-190000005500, which is approximately 19.5968 acres, currently zoned PBP (Planned Business Park); and,

WHEREAS, this property is bordered to the west by C-4 (Highway Commercial), OS (Office and Service), and PBP (Planned Business Park); to the east by R-M (Multi-Family Residential) and PBP (Planned Business Park); to the south by I-2 (General Industrial); and, to the north by C-4 (Highway Commercial) and Perrysburg Township; and,

WHEREAS, the applicant has requested rezoning from PBP (Planned Business Park) to C-4 (Highway Commercial) to allow for commercial development of the property; and,

WHEREAS, the Planning Commission voted 4-0 in favor of approving the rezoning the property to C-4 (Highway Commercial); and,

WHEREAS, a Public Hearing was held on July 1, 2025, and the Planning and Zoning Committee heard this matter at their July 22, 2025 meeting and recommended that the matter be presented to City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Zoning District Map attached to and made a part of Ordinance No. 156-2007, passed on October 2, 2007, now known as Title 12 of the Codified Ordinances of the City of Perrysburg, Ohio, and as subsequently amended, is hereby revised and amended by changing the zoning of the parcel depicted in Exhibit A from PBP (Planned Business Park) to C-4 (Highway Commercial).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Ordinance shall be in full force and effect at the earliest time permitted by law.

President of Council

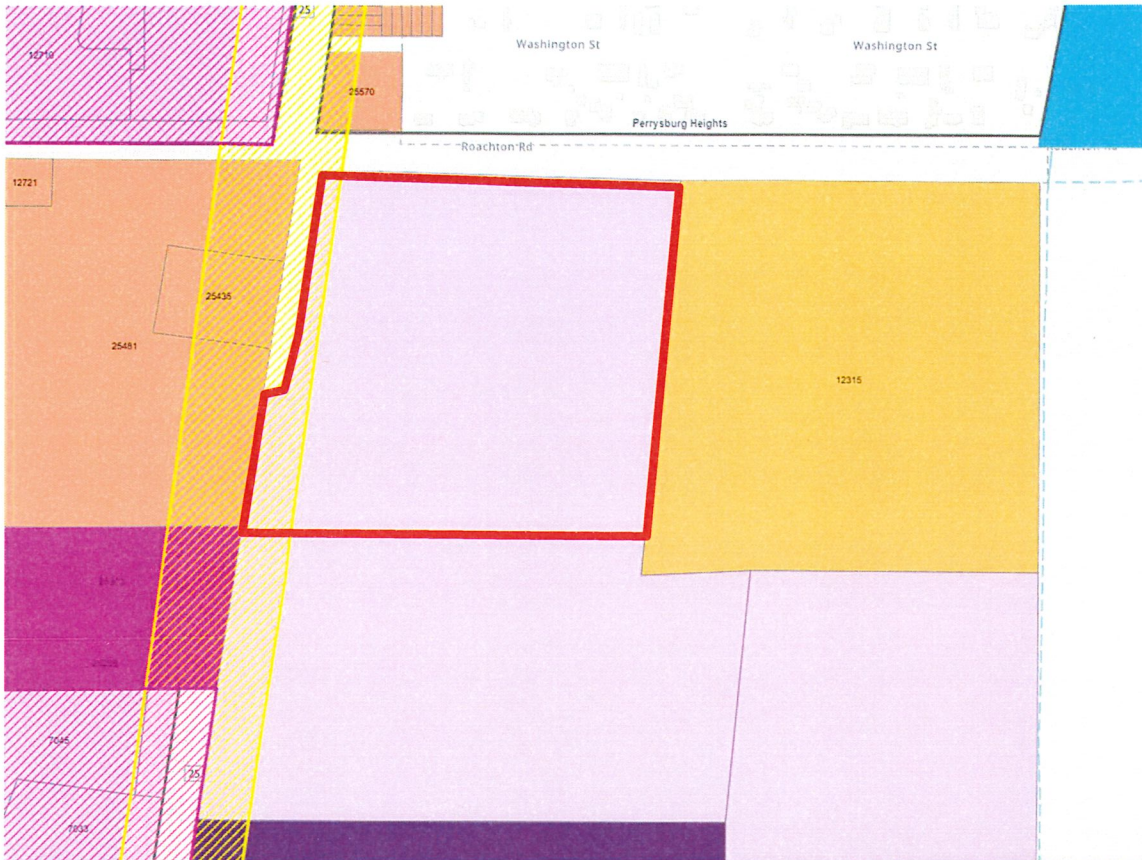
Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 102-2025

DATE: August 5, 2025



Subject Matter/Background

The City of Perrysburg is in the process of reviewing whether to limit or prohibit the cultivation, processing and/or dispensing of all marijuana, or, alternatively, to develop and implement regulations regarding the possible location and operation of cannabis related businesses within the City, including cannabis cultivators, processors and dispensaries.

The moratorium shall be in effect for a period beginning from the effective date of this Ordinance through the earlier of April 15, 2026, until changes are enacted to amend the Codified Ordinances of the City of Perrysburg to address these issues, or until Council approves legislation explicitly revoking this moratorium, whichever occurs first.

Legal Review

This Ordinance has been reviewed and is appropriately before you.

Recommendation

First Reading – August 5, 2025
Second Reading and Vote – September 2, 2025

If City Council is in agreement, a motion to waive the third reading, and authorize this Resolution as an emergency is recommended.

ORDINANCE 102-2025

AN ORDINANCE EXTENDING THE MORATORIUM ON THE GRANTING OF ANY PERMIT ALLOWING RETAIL DISPENSARIES, CULTIVATORS, OR ANY PROCESSORS OF CANNABIS WITHIN THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

WHEREAS, Ohio voters approved State Issue 2 on November 7, 2023 adopting proposed legislation authorizing the cultivation, sale and use of cannabis products for recreational purposes; and,

WHEREAS, pursuant to the operation of Article II, Section 1b of the Ohio Constitution, the proposed legislation approved by Ohio voters was incorporated into the Ohio Revised Code as Sections 3780.01 through 3780.99 and became effective on December 7, 2023 with no further action required by the Ohio General Assembly (the "Act"); and,

WHEREAS, pursuant to the Ohio Constitution and local ordinances, City Council possesses the inherent power to enact appropriate planning, zoning, and business regulation laws that further the health, safety, welfare, comfort and peace of its citizens, including restricting, prohibiting and/or regulating certain business uses; and,

WHEREAS, pursuant to Section 3780.25 of the Ohio Revised Code, Perrysburg City Council may adopt an Ordinance, by majority vote, to prohibit, or limit the number of adult use cannabis operators within the City; and

WHEREAS, the City desires additional time to investigate whether to limit or prohibit the cultivation, processing and/or dispensing of cannabis, or, alternatively, to develop and implement regulations regarding the possible location and operation of cannabis related businesses within the City, including cannabis cultivators, processors and adult use dispensaries; and

WHEREAS, Council has determined it to be in the best interests of the community health, safety, and welfare to extend the moratorium on any cultivation, processing, or retail dispensing of cannabis for adult use business purposes in any form within the City of Perrysburg, except as required by the Act.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY
OF PERRYSBURG, WOOD COUNTY, OHIO:**

SECTION 1. Except as required by the Act, City Council hereby extends the moratorium on the issuance and processing of any permits for cultivators, processors,

and retail dispensaries of adult use cannabis as defined in Sections 3780.01 through 3780.99 of the Ohio Revised Code.

SECTION 2. The purpose of this moratorium is to allow for the City to consider amendments to pertinent Codified Ordinances, including the Perrysburg Zoning Code, to prepare regulations which may be necessary, and to determine when and whether to allow, limit, or prohibit cultivators, processors, and retail dispensaries in the City.

SECTION 3. Council and the Mayor hereby direct and order that no permits for cultivators, processors, or retail dispensaries of adult use cannabis shall be issued or processed by the City during the moratorium.

SECTION 4. The moratorium shall be in effect for a period beginning from the effective date of this Ordinance through the earlier of April 15, 2026, until changes are enacted to amend the Codified Ordinances of the City of Perrysburg to address these issues, or until Council approves legislation explicitly revoking this moratorium, whichever occurs first.

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in open meetings of this Council, and that all such deliberations of this Council and any of its committees that resulted in any such formal action, were in meetings open to the public, in compliance with all legal requirements including R.C. Section 121.22.

SECTION 6. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City and shall take effect immediately upon its passage.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 69-2025

DATE: August 5, 2025



Subject Matter/Background

This legislation authorizes the Department of Public Utilities to proceed with the purchase and implementation of enterprise asset management software and related services. The project involves the purchase of Trimble Unity Maintain software, which offers asset management capabilities and seamless integration with the City's existing systems, including BS&A software.

The Trimble Unity Maintain software will be acquired through a three-year agreement with Trimble at a total cost of Eighty-Nine Thousand Five Hundred Twelve Dollars and Fifty Cents (\$89,512.50). Additionally, following a competitive Request for Qualifications (RFQ) process, Ritter GIS, Inc. was selected as the most qualified firm to provide implementation services. Ritter GIS will carry out the one-time implementation and BS&A integration for One Hundred Twenty Thousand Eight Hundred Dollars and Zero Cents (\$120,800.00) and provide ongoing support and custom workflow packages over four years for an additional Forty-Six Thousand Four Hundred Dollars and Zero Cents (\$46,400.00). The total project cost is not to exceed Two Hundred Fifty-Six Thousand Seven Hundred Twelve Dollars and Fifty Cents (\$256,712.50), as detailed in Exhibits A-C.

The Public Utilities Committee unanimously recommended approval of the agreement at its meeting on July 23, 2025.

Financial Review

Account: 5331-61814-53215 and 5332-61826-53215

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate.

RESOLUTION 69-2025

A RESOLUTION AUTHORIZING AGREEMENTS WITH TRIMBLE AND RITTER GIS, INC. FOR A TOTAL AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$256,712.50) FOR ENTERPRISE ASSET MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES FOR THE DEPARTMENT OF PUBLIC UTILITIES; AND DECLARING AN EMERGENCY

WHEREAS, the Department of Public Utilities is in need of professional enterprise asset management software and implementation services, including BS&A software integration; and,

WHEREAS, the Trimble Unity Maintain software is a specialized software that will seamlessly link with the City's existing software to provide necessary asset management support, optimize resource allocation, and reinvest infrastructure. Trimble Unity Maintain software is proprietary to Trimble and cannot be produced, upgraded, or sold by another vendor; and,

WHEREAS, the total cost for the three-year agreement with Trimble is Eighty-Nine Thousand Five Hundred Twelve Dollars and Fifty Cents (\$89,512.50), as set forth in the Proposals attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, a Request for Qualifications (RFQ) was issued, with responses due by April 3, 2025, for a firm for the project. Two (2) submittals were received, evaluated, and ranked and Ritter GIS, Inc. was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise; and,

WHEREAS, the total one-time cost of the implementation of the Trimble Unity Maintain software and the BS&A software integration with Ritter GIS, Inc. is expected to be One Hundred Twenty Thousand Eight Hundred Dollars and Zero Cents (\$120,800.00), as set forth in the Proposals attached hereto and incorporated herein as Exhibit B; and,

WHEREAS, the total cost for the four-year agreement with Ritter GIS, Inc. for the BS&A integration maintenance and Trimble custom workflow packages is Forty-Six Thousand Four Hundred Dollars and Zero Cents (\$46,400.00), as set forth in the Proposals attached hereto and incorporated herein as Exhibit C; and

WHEREAS, the total cost of the Project is not to exceed Two Hundred Fifty-Six Thousand Seven Hundred Twelve Dollars and Fifty Cents (\$256,712.50); and,

WHEREAS, at its July 23, 2025 meeting the Public Utilities Committee unanimously recommended approval of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. City Council authorizes the Mayor and Director of Finance to enter into Agreements with Trimble and Ritter GIS Inc. for the Enterprise Asset Management Software and Implementation Services for the Department of Public Utilities for a total amount not to exceed Two Hundred Fifty-Six Thousand Seven Hundred Twelve Dollars and Fifty Cents (\$256,712.50), as set forth in the Proposals attached hereto and incorporated herein as Exhibits A-C.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to continue providing necessary services to the City, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 US
Customer Entity Name ("Customer") and Address:	Perrysburg, OH 211 E Boundary St Perrysburg, OH 43551-2758
Billing Contact Name and E-Mail Address:	Matt Choma mchoma@ci.perrysburg.oh.us
Is Customer Tax Exempt? Is Customer a Public Entity?	Yes or No Yes or No
Initial Term:	Thirty (36) months from the Order Date
Validity:	This Order Form shall expire on 08/28/2025 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
Miscellaneous:	<i>* If Purchase orders issued by Customer, they are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i> <u>Post-Termination Customer Data Extract.</u> Upon termination or expiration of this Agreement, Trimble will retain Customer Data for 90 days (the "Retention Period"). During the Retention Period and upon Customer's written request, Trimble will provide Customer with one (1) extract of all documents and files stored within its instance(s) free of charge via an S3 Bucket or other mutually agreeable format. After the Retention Period, all Customer Data will be sanitized in accordance with NIST 800-88 standards. <u>Trimble Unity Construct Third-Party Software Attributions.</u> A list of certain third-party software included in Trimble Unity Construct may be found at the following link: https://learn.assetlifecycle.trimble.com/legal/e-builder-3rd-party-software-attributions

Annual Software Subscription:

Software-as-a-Services Product Name	Identifier	Quantity	Description	Annual Amount
Trimble Unity Maintain	Elite Package	20 - Authorized User	See Addendum 1 for Additional Details	\$32,550.00
Discount				(\$4,882.50)
Total Annual Software Subscription – Year 1				\$27,667.50
Total Annual Software Subscription – Year 2				\$29,295.00
Total Annual Software Subscription – Year 3				\$32,550.00

Addendums:

1. Annual Software Subscription Details
2. Trimble General Transaction Terms (the "General Terms")
3. Supplemental Terms for Software and Subscriptions (the "Software Terms")
4. Supplemental Terms for Support and Maintenance (the "Support Terms")
5. Supplemental Terms for Services (the "Services Terms")
6. Supplemental Terms for Hardware (the "Hardware Terms")
7. Supplemental Terms for U.S. Public Entities
8. Availability Service Level Agreement; Data Security and Restoration

TERMS AND CONDITIONS

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums.

2. AUTOMATIC RENEWALS. *This Order will automatically renew for subsequent 12-month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term.*

3. Payment Terms. All fees are due Net 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice:
 - Year 1 in the amount of \$27,667.50 upon execution of this Order Form;
 - Year 2 in the amount of \$29,295.00 upon the 11-month anniversary of the execution of this Order Form; and
 - Year 3 in the amount of \$32,550.00 upon the 23-month anniversary of the execution of this Order Form.

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) eight percent (8%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:

Signature: _____

Print Name: _____

Title: _____

Date: _____

TRIMBLE:

Signature: _____

Print Name: Carlos Abaunza

Title: Sr. Director, Legal

Date: _____

Addendum #1

Annual Software Subscription Details

Trimble Unity Maintain Elite

Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:

- Admin
- Respond
- Style
- Storeroom Capability
- Workload Capability
- Equipment Checkout Capability
- OpX Projects Capability
- eURL Capability
- Web Hooks Capability
- Web Services Access¹
- Analytics for Trimble Unity Maintain Capability
- Trimble Unity Field's Maintain Functionality²
- OpX Contracts Capability
- OpX Budgets Capability
- Trimble Unity Maintain Advanced APIs³
- Operational Insights Capability
- Sandbox Capability (Qty 1)⁴

¹Use of Trimble Unity Maintain Application Programming Interface (APIs) with commercially available Trimble Unity Maintain-centric applications that are licensed and maintained by authorized Trimble Unity Maintain partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Maintain-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Maintain Advanced API's in the Elite License Package are required for 3rd party integrations.

²Use of Trimble Unity Maintain Application Programming Interface (APIs) with third party system integrations.

³Sandbox provided for Trimble Unity Maintain or Trimble Unity Permit shall be limited to two (2) ad hoc refreshes per quarter during initial configuration. After initial configuration is completed, the Sandbox will be refreshed once per quarter at a defined date provided by Trimble. At each refresh, the Sandbox will be replaced with a copy of Customer's Production Environment as of the last available backup. All existing configuration changes in the Sandbox will be permanently deleted during the refresh process and will be replaced by the production backup.

⁴Customer understands and agrees that as of the date of execution of this Order Form, Trimble Unity Field is a new offering. While Trimble undertakes efforts to design all new offerings in accordance with industry standard software development and security protocols, and Trimble Unity Field maintains a current ISO 27001 certificate, it has not yet undergone a SOC 2 Type II audit or an accessibility audit. Thus, Trimble Unity Field may not comply with all provisions of the Agreement including without limitation applicable SOC audit or accessibility provisions. Accordingly, notwithstanding anything to the contrary in the Agreement, Trimble's provision of Trimble Unity Field is not subject to any SOC audit, accessibility, or similar compliance provisions during the Initial Term and any renewals.

Addendum #2

Trimble General Transaction Terms *Version 1.2 (Last updated: May 1, 2024)*

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "**General Terms**"). The Order, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "**Agreement**". Any conflict or inconsistency in the Agreement will be resolved in the following order of precedence: (1) the Order, (2) any applicable Supplemental Terms, (3) these General Terms, (4) the SOW, and (5) the Documentation.

1. **Definitions.** Capitalized terms have the meaning associated with them in this Section 1 (Definitions) or with the definition provided elsewhere in the Agreement.
 - 1.1. "**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the direct or indirect ownership of more than fifty percent (50%) of an entity's outstanding voting rights or other equivalent voting interests.
 - 1.2. "**Customer**" is the entity or person identified in the Order or SOW.
 - 1.3. "**Dispute(s)**" means any dispute, claim, or controversy arising from or related to the Agreement.
 - 1.4. "**Documentation**" means Trimble's then-current usage guidelines, standard technical documentation, acceptable use policies, support policies, service level commitments, or other policies referenced in the Agreement.
 - 1.5. "**Hardware**" means hardware products specified in the Order.
 - 1.6. "**High Risk Activities**" means any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offerings could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Offerings for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.
 - 1.7. "**Intellectual Property Rights**" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority, and the right to sue for, settle and release past, present and future infringement of any of the foregoing.
 - 1.8. "**Law(s)**" means all applicable local, state/provincial, federal and international laws, rules, regulations, directives, ordinances and conventions, including, but not limited to, those related to data privacy and data transfer, international communications and export of technical or personal data.
 - 1.9. "**Licensed Software**" means the object code form of Trimble's proprietary installed software product for deployment on premises or on a device, as well as any Documentation, maintenance releases, and features and functionality enhancements, and application programming interfaces (APIs), in each case as may be made available pursuant to the Order. For clarity, Licensed Software excludes firmware.
 - 1.10. "**Offerings**" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order or SOW.
 - 1.11. "**Order**" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.
 - 1.12. "**Services**" means any services described in the Order or a Statement of Work, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.
 - 1.13. "**Software**" means the Licensed Software and/or Software-as-a-Service specified on an Order.
 - 1.14. "**Software-as-a-Service**" or "**SaaS**" means a Trimble proprietary cloud service, as well as any Documentation, features and functionality enhancements, and application programming interfaces, in each case as may be made available pursuant to the Order.
 - 1.15. "**Statement of Work**" or "**SOW**" means a statement of work or similar agreement governing the provision of Services.
 - 1.16. "**Supplemental Terms**" are any additional Trimble terms and conditions referenced in the Order as "Supplemental Terms."
 - 1.17. "**Support**" means support and/or maintenance for Software, and as may be further described in the applicable Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.
 - 1.18. "**Trimble**" means Trimble Inc. or its Affiliate identified on the Order or SOW, or if none is specified, as set forth in Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction) based on the applicable Customer location.
 - 1.19. "**Trimble IP**" means the Offerings, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by Trimble or its subcontractors to produce and provide the Offerings together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto or derivative works thereof, including without limitation:
 - (a) proprietary electronic architecture and other non-literal elements of the Offerings developed by Trimble,
 - (b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto,

- (c) APIs, customized applications and computer programs,
- (d) processes, methods, algorithms, ideas, and other “know how,”
- (e) data and information provided or sourced by Trimble,
- (f) Offerings which Customer has the right to use via a subscription, and
- (g) network equipment and architecture.

2. **Orders; Validity.** An Order is valid for acceptance by Customer within the period indicated in the Order and if no such period is provided, for thirty (30) calendar days from the issue date. The Agreement is formed by Customer’s execution of the Order. Changes to an Order or belated acceptance by Customer are not valid unless Trimble accepts them in writing, and Trimble’s partial or complete delivery against an Order modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Orders that Customer has accepted cannot be canceled for any reason without Trimble’s prior written consent. Notwithstanding anything to the contrary, while Customer may issue a purchase order or similar document for administrative purposes, no provisions of Customer’s purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of this Agreement or Customer’s payment obligations thereunder, and any such provisions will be of no force or effect.

3. **Payment Terms; Invoicing**

- 3.1. Fees are as set forth in the Order or SOW. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer’s responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all such taxes, charges, and fees invoiced by Trimble in connection with the Offerings. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.
- 3.2. Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts such invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble’s transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble’s failure to issue an invoice in accordance with this Section 3 (Payment Terms; Invoicing) shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make such payment until an invoice for such payment is issued by Trimble to Customer.
- 3.3. Unless otherwise set forth in the Order or SOW, payments are due net 30 days from the date of invoice. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer’s account. Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are not refundable. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during an indicated period of time.
- 3.4. Delinquent payments not subject to a bona fide dispute will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable Law. If Customer does not object in writing to an invoiced amount by the invoice due date, Customer will be deemed to have acknowledged the correctness of that invoice and to have waived its right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give Customer the right to withhold or delay payment of the disputed portion only. Customer will be liable for all costs of collection of past due amounts (including attorneys’ fees).
- 3.5. Trimble may suspend Customer’s access to or Trimble’s provision of Offerings, as applicable, on five (5) business days prior notice if Customer fails to timely pay any invoice not subject to a bona fide payment dispute or fails to use diligent good faith efforts to resolve a bona fide payment dispute (unless cured during the notice period).
- 3.6. For any breach of Customer’s payment obligations under any Order(s), Trimble may, without limiting Trimble’s other rights and remedies, declare Customer’s unbilled future fees under any and all Orders immediately due and payable.
- 3.7. Trimble has the continuing right to review Customer’s credit and, if reasonably determined necessary by Trimble, change Customer’s payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment prior to shipment or service activation.
- 3.8. Offerings purchased or licensed under Trimble’s United States General Services Administration (“GSA”) Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

4. **Term and Termination**

- 4.1. **Term.** The term and any renewals thereof applicable for an Offering (collectively, the “Term(s)”) shall be as set forth in the Order, SOW, or Supplemental Terms. Different Offerings may have different Terms.
- 4.2. **Termination.** Either party may terminate the Agreement if the other party (a) fails to cure a material breach of the Agreement (including a failure to pay fees), or fails to provide a written plan of cure reasonably acceptable to the non-breaching party, within thirty (30) days after the non-breaching party’s receipt of written notice specifying such breach or failure, (b) becomes designated by an applicable governmental entity as a business with which a party is prohibited from doing business with (e.g., via governmental sanctions program), or (c) seeks protection under insolvency or comparable proceeding, or if such proceedings are instituted against that party and not dismissed within sixty (60) days.
- 4.3. **Survival.** These Sections survive expiration or termination of the Agreement: 1 (Definitions), 3 (Payment Terms; Invoicing), 4.3 (Survival), 6 (Warranty Disclaimers), 7 (Limitations of Liability), 8 (Indemnification), 9 (Confidentiality), 11 (Personal Information; Data Protection), 12 (Miscellaneous), any other provisions identified in any applicable Supplemental Terms referencing this provision, and any other term or provision in the Agreement that applies to events occurring following termination or expiration. Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

5. **Customer Obligations**

5.1. **High Risk Activities.** Customer will not use the Offerings for High Risk Activities. Customer acknowledges that the Offerings are not intended to meet any legal obligations for High Risk Activities. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with High Risk Activities.

5.2. **Compliance with Laws.** Customer shall comply with all Laws in connection with its use or receipt of the Offerings.

5.3. **Dependencies and Compatibilities.**

(a) Offerings may (i) require certain dependencies, including, without limitation, internet connection, electronic communications, hardware, data connections, operating systems, third-party products and services, other Trimble products and services, satellite signals, etc. (collectively, "**Dependencies**"), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, "**Compatibilities**").

(b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms of service, end user license agreement, or other agreement, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offerings from time to time, and Trimble does not guarantee that the Offerings will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control.

(c) Customer represents and warrants that it shall, and shall use best efforts to require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offerings; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.

6. **WARRANTY DISCLAIMERS.** THE LIMITED WARRANTY TERMS, IF ANY, EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLEMENTAL TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE'S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERINGS, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY, AND STATE TRIMBLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN ANY APPLICABLE SUPPLEMENTAL TERMS, THE OFFERINGS ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.

7. **Limitations of Liability.**

7.1. **Waiver; Liability Cap.**

(a) EXCEPT FOR EXCLUDED CLAIMS, (i) NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) EACH PARTY'S (AND EACH OF ITS SUPPLIER'S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY.

(b) "EXCLUDED CLAIMS" MEANS (i) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (ii) DAMAGES PAYABLE TO A THIRD PARTY (I.E., NOT AN INDEMNIFIED PARTY) EITHER AWARDED BY A COURT OF COMPETENT JURISDICTION OR INCLUDED IN A SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY, WHICH DAMAGES ARE SUBJECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8 (INDEMNIFICATION), AND (iii) ANY ADDITIONAL "EXCLUDED CLAIMS" EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.

(c) THE ABOVE LIMITATIONS OF LIABILITY WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE.

(d) SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7.2. **Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 7 (Limitations of Liability) are agreed-upon allocations of risk constituting in part the consideration for Trimble's performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.

8. **Indemnification.** Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) use or modification of any Offerings in breach of the Agreement, or in any manner not authorized by the Agreement or (b) Customer's violation of Laws or the rights of a third party. Trimble will give Customer prompt written notice of any claim hereunder and will cooperate in relation to the claim at Customer's expense. Customer will have the exclusive right to control and settle any claim, except that Customer may not settle a claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any claim at its expense.

9. **Confidentiality.**

- 9.1. **Definition. “Confidential Information”** means information disclosed to the receiving party under the Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble’s Confidential Information includes, without limitation, the terms and conditions of the Agreement, and any technical or performance information about the Offerings, including the Documentation.
- 9.2. **Obligations.** As a receiving party, each party (a) will protect the confidentiality of the disclosing party’s Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party’s Confidential Information with third parties except as permitted in the Agreement or with the disclosing party’s prior written or electronic consent, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives (collectively, “**Representatives**”) having a legitimate need to know (including, for Trimble, its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section 9 (Confidentiality), and (ii) the receiving party is responsible for any breach of this Section 9 (Confidentiality) by the acts or omissions of its Representatives.
- 9.3. **Exclusions.** These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party or its Representatives, (b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement, (c) it rightfully received from a third party without obligation of confidentiality, or (d) it independently developed without using the disclosing party’s Confidential Information. (e) Supplemental Terms may have additional exclusions.
- 9.4. **Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of such actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section 9 (Confidentiality), without proof of actual damages or the requirement of posting a bond or other security.
- 9.5. **Required Disclosures.** Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment.

10. **Intellectual Property Rights.**

- 10.1. **Trimble IP.** As between the parties, except for any limited usage rights set forth in any Supplemental Terms, Trimble and its suppliers have and will retain all Intellectual Property Rights in and to Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement.
- 10.2. **Feedback.** Customer may from time to time provide suggestions, comments, or other feedback (collective, “**Feedback**”) to Trimble with respect to the Offerings. Both parties agree that all Feedback is and will be given entirely voluntarily, and shall not be considered Confidential Information of Customer. Customer shall not provide any Feedback that is subject to license terms that seek to require any of Customer’s products, technology, service, or documentation incorporating or derived from such Feedback, or any of Customer’s intellectual property to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11. **Personal Information; Data Protection.**

- 11.1. This Section 11 (Personal Information; Data Protection) applies if Customer is a legal person (i.e., a business or legal entity). All Laws relating to the protection of privacy and data protection are referred to as “**Data Protection Legislation**”. “**Personal Information**” is defined as in the Applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer’s behalf. “**Applicable**”, in this context, means the Data Protection Legislation applicable to Customer at Customer’s principal place of business or to Trimble at Trimble’s principal place of business, and such Laws that the parties mutually agree apply.
- 11.2. Each party will comply with all Applicable requirements of the Data Protection Legislation. This Section 11 (Personal Information; Data Protection) is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under the applicable Data Protection Legislation.
- 11.3. The parties acknowledge that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer’s behalf, except for user registration and software licensing and usage data, for which Trimble acts as responsible party, and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer’s principal place of business is located in order to provide the Software and Trimble’s other obligations under the Agreement.
- 11.4. Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process and transfer the Personal Information in accordance with the Agreement, including on Customer’s behalf.
- 11.5. If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at <https://www.trimble.com/privacy/DPA-TI-EuroSubs> (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual

Clauses available at the same url or upon written request to Trimble.

- 11.6. If the processing of Personal Information by Trimble is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at https://dl.trimble.com/www/us_dpa_customer.pdf or any successor url) is herein incorporated by reference.

12. **Miscellaneous.**

- 12.1. **Assignment.** Trimble may assign the Agreement upon notice to Customer. Customer may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of Trimble. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- 12.2. **Amendments.** Trimble may amend the Agreement from time to time with written notice to Customer. Such amendments shall take effect upon the next renewal, if any, of the Agreement, unless Trimble indicates an earlier effective date. If Trimble requires amendments with an earlier effective date and Customer objects in writing, then Trimble may permit such amendments to take effect upon the next renewal; provided, however, if Trimble declines to permit such later effective date, Customer's exclusive remedy is to terminate the Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid fees for the terminated portion of the current Term. To exercise this termination right, Customer must notify Trimble of its objections within thirty (30) days after Trimble's notice of the amended Agreement. Once the amended Agreement takes effect, Customer's continued use of the Offerings constitutes its acceptance of the modifications. Notwithstanding the foregoing, Trimble may modify Documentation upon written notice to Customer to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to such Offering(s).
- 12.3. **Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.
- 12.4. **Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 12.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.
- 12.5. **Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered or delivered by reputable international courier requiring signature for receipt addressed to the party at its notice address. Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will be the applicable address on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 510 De Guigne Drive, Sunnyvale, CA 94085, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.
- 12.6. **Export Control.** Customer acknowledges that the Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Offerings or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, Laws of any United States or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section 12.6 (Export Control) will survive the termination of the Agreement for any reason whatsoever.
- 12.7. **Anti-Corruption Compliance.** Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). Each party, and any third party acting on its behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third

party acting on its behalf.

- 12.8. **GSA.** Offerings purchased or licensed under Trimble's United States General Services Administration ("**GSA**") Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.
- 12.9. **Governing Law and Venue.** The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes shall be: (1) as set forth in the Order, if any, or (2) otherwise, as set forth on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), in each case to the exclusion of all others; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. No Dispute may be brought by either party more than one (1) Year after such Dispute accrued, except that an action for nonpayment may be brought within two (2) Years after the due date. Each party hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdiction.
- 12.10. **WAIVER OF JURY TRIAL – UNITED STATES CLAIMS. FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH SUCH LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.**
- 12.11. **Region-Specific Terms.** Additional terms and conditions for specified regions are as set forth in Exhibit B (Region-Specific Terms).
- 12.12. **Publicity.** Customer agrees that (a) Trimble may issue a press release in the form approved by the parties regarding the parties' entry into the Agreement, and (b) Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its customer list and marketing materials, but will cease this use upon Customer's written request.
- 12.13. **Headings; Language.** The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. The language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the parties. The parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.
- 12.14. **Subcontractors.** Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.
- 12.15. **No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.
- 12.16. **Independent Contractors.** Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.
- 12.17. **Entire Agreement.** The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.
- 12.18. **Counterparts.** The Agreement, or portions thereof, may be executed in several counterparts and, if applicable, by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.

Exhibit A**Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction**

Customer Location*	Trimble Entity and Notice Address**	Governing Law	Exclusive Venue/Jurisdiction
United States	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 USA	State of Delaware	State and Federal Courts located in Wilmington, Delaware, USA
Australia	Trimble Australia Pty. Ltd. Deutsche Bank Place Level 5 126-130 Philip St. Sydney, NSW 2000, Australia	New South Wales	Courts in Sydney, NSW, Australia
Belgium	Trimble Belgium BV, Geldenaaksebaan 329 3001 Leuven, Belgium	Belgium	Courts in Brussels, Belgium
Canada	Trimble Canada Corporation 600-1741 Lower Water Street Halifax, Nova Scotia B3J 0J2, Canada	Province of Ontario, and the federal laws of Canada applicable therein	Provincial and federal courts located in Toronto, Ontario
Finland	Trimble Finland Oy, Hatsinanpuisto 8, 02600 Espoo, Finland	Finland	Courts in Helsinki, Finland
France	Trimble France S.A.S. 1 quai Gabriel Péri 94340 Joinville-le-Pont, France	France	Courts in Paris, France
Germany	Trimble Germany GmbH, Am Prime Parc 11, 65479 Raunheim Germany	Germany	Courts in Frankfurt/Main, Germany
United Kingdom	Trimble UK Limited 1 Bath Street, Ipswich, Suffolk IP2 8SD	England and Wales	Courts of England and Wales
Any other country or geography not specified above	Trimble Europe B.V. Industrieweg 187a, 5683 CC Best, The Netherlands	The Netherlands	Courts of Amsterdam, the Netherlands

* Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.

** Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 12.5 (Notices).

Exhibit B
Region-Specific Terms

Table of Contents

- Australia
- France
- The Netherlands
- Germany

Australia

For Customer who purchase Offerings in Australia, the following provisions apply:

- (a) For the purposes of this section, “**Australian Consumer Law**” means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and “**Non-excludable Condition**” means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.
- (b) To the extent permitted by Law, Trimble’s liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.
- (c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.
- (d) Nothing in the Agreement is intended to derogate from Trimble’s obligations under the *Privacy Act 1988* (Cth) as amended from time to time.
- (e) Where Order(s) are a “Small Business Contract” within the meaning of the Australian Consumer Law:
 - Trimble shall not accelerate Customer’s unbilled future fees under any Order(s);
 - Customer’s indemnification obligations under the Agreement are reduced to the extent Trimble’s acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
 - Trimble’s liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
 - No dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

France

Section 3.4 is hereby amended and restated to read as follows:

Section 3.4 Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article

L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorney's fees incurred by Trimble). If the Customer does not dispute an invoice amount in writing by the due date of the invoice, the Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle the Customer to withhold or delay payment of the disputed part only.

The following is hereby added as Section 7.1 (e):

(e) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF ITS OBLIGATIONS BY THE OTHER PARTY.

The Netherlands

The provisions of Section 4.2 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

THE LIMITATION OF LIABILITY IN SECTION 7 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE

RESTITUTION OBLIGATIONS (*ONDEDAANMAKINGSVERPLICHTINGEN*) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

Germany

If German law applies to this Agreement, the following terms are incorporated into the General Terms:

1. **With regards to section 3.4**, it is recorded that, according to applicable law and provided that no consumer is the counterparty of the Agreement, the enforceable maximum interest rate is nine (9) percent above the base interest rate. The maximum interest rate applies if the statutory requirements for default (*Verzug*) are fulfilled.
2. **With regards to section Ziffer 4.2** it is clarified that the statutorily available rights to terminate extraordinarily or without notice period remain unaffected.
3. **The following applies regarding section 6:** Section 6 will not apply. With regards to warranty (*Gewährleistung*) the relevant provisions of Trimble's Supplemental Terms apply. In addition, unless this is explicitly agreed in writing, it is not intended that Trimble provides a guarantee that exceeds complements the statutory provisions (*gesetzliche Gewährleistung*).
4. **With regard to paragraph 7** :instead of Section 7 (limitation of liability) only the following provisions apply:
 - Trimble is liable for damages of the Customer that were caused intentionally or through gross negligence, that is the result of failure to deliver on an explicit, written guarantee, that is based on a culpable breach of essential contractual obligations (so-called cardinal obligations), that is the result of a culpable injury to health, body or life or for which liability is provided for under the Product Liability Act or another mandatory legal regulation, in accordance with the statutory provisions.
 - Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely, and whose violation, on the other hand, endangers the achievement of the purpose of the contract.
 - In the event of a breach of a cardinal obligation, liability - to the extent that the damage is based solely on slight or normal negligence and does not affect life, limb or health - is limited to damage that typically arises in the context of the delivery of such software as purchased by the customer and must be expected foreseeably.
 - Any further liability – regardless of the legal basis – of both Trimble and Trimble's vicarious agents and vicarious agents is excluded.
 - If damage to the customer results from the loss of data, Trimble is only liable if the damage could not have been avoided if the customer had normally backed up the data in question.
5. **Regarding Section 11** Deviating from Section 11.4, it is agreed that the parties also conclude the DPA linked under <https://www.trimble.com/privacy> or a successor URL when concluding this Agreement. Upon request, the Customer can request that a signed copy be sent. The transfer of personal data from Trimble facilities in Europe, acting as data exporter, to Trimble facilities in the United States, acting as data importer, is governed by Standard Contractual Clauses, which are available at the same URL or upon written request to Trimble.
6. **With regard to clause 12.1** In addition to Section 12. 1, it is stipulated that in the event of a change, the customer is granted an immediate and unconditional right of termination.
7. **With regard to clause 12.9.**
 - The following section applies instead of section 12.9.
 - **Governing Law and Venue; Waiver of Jury Trial.** The Agreement and any dispute, claim or controversy arising therefrom shall be governed exclusively by the laws of the jurisdiction applicable to Customer's location as set forth in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Governing Law", without Consideration or application of conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All claims, matters and disputes arising from the agreement are subject to the customer if the customer is a merchant, a legal entity under public law or a special fund under public law or he does not have a general place of jurisdiction in the Federal Republic of Germany the sole and exclusive jurisdiction and venue set out in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Exclusive Jurisdiction/Venue".
 - **Regarding paragraph 12.15.** Clause 12.15 does not apply.

Addendum #3

Supplemental Terms for Software and Subscriptions *Version 1.2 (Last Updated: May 1, 2024)*

1. Definitions. Capitalized terms not defined herein have the meanings given in the General Terms.

1.1. **“Active Project”** means any Project on which the Software may be used by Customer during any Annual Subscription Term.

1.2. **“Annual Subscription Term”** means each 12-month period of a Subscription Term.

1.3. **“Anonymized Data”** means any data collected in connection with the Offerings (including Customer Data) that has been aggregated and/or de-identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.

1.4. **“Authorized User”** means any employee of Customer and, unless prohibited by Trimble in the Order, Documentation, or any Supplemental Terms, individuals who are contractors or consultants of Customer or employees, contractors, or consultants of Customer's Affiliates authorized by Customer to access and use the Offerings on Customer's behalf in accordance with the Agreement, including, without limitation, Section 6.6 (Third-Party Access) and Section 9 (Confidentiality).

1.5. **“Correction Services”** means subscription-based services that provide GNSS position correction data.

1.6. **“Concurrent User”** means any type of User authorized by Customer to access and use the Offerings on Customer's behalf simultaneously at a given point in time.

1.7. **“Customer Data”** means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Offerings or that is created or generated by Customer through Customer's use of the Offerings, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform. For clarity, Customer Data expressly excludes Usage Data.

1.8. **“Customer Group”** means Customer's business units, Affiliates, or Joint Ventures, if any, listed in the Order that may authorize Authorized Users to use the Offerings on behalf of those business units, Affiliates, or Joint Ventures.

1.9. **“Gross Annual Revenue”** or **“GAR”** means Customer's (and Customer Group's, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements. The various equivalent definitions may be used interchangeably.

1.10. **“Joint Venture”** means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.

1.11. **“License Keys”** means electronic passwords, authorization codes, or other enabling mechanisms provided for use with the Offerings.

1.12. **“Named User”** means any type of Authorized User designated by Customer by name or other identifier to access and use the Offerings on Customer's behalf.

1.13. **“Prohibited Data”** means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (**“HIPAA”**); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (c) information subject to regulation or protection under the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act, or (d) any other information which is regulated under Laws and is not required for use of the Software for its intended purpose.

1.14. **“Project”** means the initiation, delivery, operations, and maintenance of a construction project.

1.15. **“Provision Date”** means the date on which Trimble first provides access to the Offerings. For an Offering bundle comprised of multiple Software, the Provision Date will be the date on which the entire Offering bundle becomes fully provisioned.

1.16. **“Subscription”** means access to any Software, Support, Correction Services, content, data, or other information, in each case made available for the applicable Subscription Term(s).

1.17. **“Support Terms”** means the then-current Supplemental Terms for Support and Maintenance available at <https://www.trimble.com/en/legal/customer-terms> or any successor url.

1.18. **“Third-Party Materials”** means any third-party data, content, or proprietary software. Third-Party Materials is not part of Software.

1.19. **“Project Budget”** means the total projected cost allocated to carry out, manage, and complete one or more Active Project(s) over the entire Subscription Term. The various defined terms are equivalent and may be used interchangeably, including in other defined terms.

1.20. **“Total Project Value”** or **“Project Value”** means Project Budget divided by the number of Annual Subscription Terms in the Subscription Term (and not any renewal). The various defined terms are equivalent and may be used interchangeably, including in other defined terms.

1.21. **“Usage Limitations”** means Customer's authorized scope of use for the Offerings as specified in the applicable Order, Supplemental Terms, or Documentation, which may include any user (e.g., Named User, Concurrent User, etc.), seat, copy, instance, data storage, CPU, computer, field of use, location, project, or other restrictions.

1.22. **“Usage Data”** means Trimble's technical logs, data, and learnings about Customer's use of the Offerings, excluding Customer Data.

2. Generally

2.1 Offerings.

(a) **Subscriptions (other than Licensed Software).** Customer may access and use the Subscriptions during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Unless otherwise specified by Trimble, any Licensed Software provided with a Subscription is subject to the terms applicable to Licensed Software under the Agreement.

(b) **Licensed Software.** Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during Term, to install, copy, and use the Licensed Software on systems or devices under Customer's control only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Licensed Software is licensed, not sold. Any Licensed Software deployed through hosting services delivered by Trimble are subject to the terms and conditions applicable to Licensed Software.

2.2 **Authorized Users.** Only Authorized Users may access or use the Offerings. User IDs are granted to individual, named persons, and each

Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with the Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use an Offering on Customer's behalf, Customer will promptly de-activate such Authorized User's access. Unless expressly permitted in the Order, Supplemental Terms, or Documentation, Customer may not transfer Authorized User status from one individual to another. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

2.3. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Offerings to a third party; (b) use the Offerings on behalf of, or to provide any product or service outside of Customer's regular course of business, to, third parties; (c) use the Offerings to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Offerings, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Offerings or copy any element of the Offerings (other than in connection with making copies of Licensed Software authorized under the Agreement); (f) remove or obscure any proprietary notices in the Offerings; (g) publish benchmarks or performance information about the Offerings, except to the extent expressly permitted by Law; (h) interfere with the Offerings' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Offerings; (i) transmit any viruses or other harmful materials to the Offerings; (j) submit to the Offerings any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Offerings to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Offerings to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Terms, or the Documentation, use or host any Licensed Software in a virtual server environment, or (m) for Corrections Services, re-broadcast the Corrections Services without the prior written consent of Trimble.

2.4 Free Versions: Trials and Betas. "Free Versions" means any Offerings made available to Customer for use without a fee. "Trials and Betas" means any Offerings or any features thereof made available on an evaluation or trial basis or as an alpha, beta, Labs or other early access offering, in any case free or otherwise. Unless otherwise set forth in the Documentation or the Agreement, Customer may only use Free Versions in a non-production environment and for non-commercial purposes, and Trials and Betas may only be used solely for Customer's internal evaluation to determine whether to purchase a license or subscription to the Offerings. The evaluation term for Trials and Betas shall be 30 days unless otherwise designated by Trimble in writing. Free Versions and Trials and Betas are optional, and Trimble may cease making available such Offerings at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. In the event Customer has purchased Services related to any Free Version or Trial and Beta, any unused Services upon any termination or expiration of the applicable term for the Free Version or Trial and Beta shall be forfeit. **Notwithstanding anything else in the Agreement: (a) Trimble has no obligation to retain Customer Data used with Free Versions and Trials and Betas; (b) Trimble provides the Free Versions and Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; (c) Trimble's liability for Free Versions and Trials and Betas will not exceed US\$50, and (d) either party may terminate access to a Free Version or Trial and Beta, for any reason or no reason, immediately upon written notice to the other party.**

2.5 Educational Versions. For any version of the Offerings designated as "educational," or a similar term, Customer may use the Offerings solely for educational purposes - e.g., by an instructor or a student at an educational institution and while engaged in educational work. Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

2.6 Delivery. Offerings and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which the Offering and License Key, if any, are first made available to Customer.

2.7 Software Activation and Metering: Audits.

- (a) Offerings may gather and transmit to Trimble license usage, compliance, and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Offerings. Trimble may use the foregoing information to validate the authenticity of Authorized Users, to confirm Customer's compliance with the Agreement, to register the Offerings, to monitor and validate compliance with Usage Limitations, for license metering, and to protect Trimble against unlicensed or illegal use of the Offerings.
- (b) Upon Trimble's written request, Customer shall certify in writing that its use of the Offerings is in full compliance with the Agreement (including any Usage Limitations). In addition to the other license compliance monitoring rights in the Agreement, Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Customer's records and use of the Offerings to confirm Customer's compliance with the Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business activities. Customer is responsible for such audit costs only in the event the audit reveals that the use is not in accordance with the Usage Limitations or other licensed scope of use and for unpaid fees. Customer shall promptly pay all unpaid fees.

3. Data Usage and Ownership.

3.1 Ownership. Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer retains all Intellectual Property Rights in Customer Data. Trimble owns all Intellectual Property Rights in Anonymized Data and Usage Data.

3.2. Limited Usage Rights. Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Offerings, Support, and Services to Customer; (ii) to create Anonymized Data; (iii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iv) subject to Trimble's confidentiality obligations in Section 9 (Confidentiality) of the General Terms and all applicable Data Protection Legislation, to use Customer Data in perpetuity to develop, maintain, and improve the products, software, and services of Trimble or its Affiliates, including, without limitation, analytics, model training, and machine learning.

3.3 Access. Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Order, Supplemental Terms, or the Documentation, or the parties agree otherwise in writing.

3.4 Confidentiality. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 3 (Data

Usage and Ownership), the terms of this Section 3 (Data Usage and Ownership) will control.

4. Customer Obligations.

4.1 Dependencies and Compatibilities. If Customer enables Dependencies or Compatibilities with an Offering, Trimble may access and exchange Customer Data with the Dependencies or Compatibilities on Customer's behalf. Trimble will have no liability or obligations under the Agreement with respect to how any Dependencies or Compatibilities uses or processes Customer Data. If Trimble hosts any Dependency or Compatibilities at Customer's request, Customer represents and warrants to Trimble that Customer has all rights necessary. Trimble may charge additional fees for such hosting services.

4.2 No Prohibited Data. Customer will not use the Offerings with Prohibited Data. Customer acknowledges that the Offerings are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

4.3 Customer Data. Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Offerings and grant Trimble the rights in Section 3 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data. If Customer utilizes data fields available in the Offerings to store data not required for the normal use and operation of the Offerings for their intended purpose, Customer agrees that Trimble is not responsible for, and will not be liable in any manner for such data, and Customer assumes all risks associated with, and agrees to hold Trimble harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) related to or arising from, Customer's use of data fields to store such data.

4.4 Excluded Claims. In addition to the Excluded Claims stated Section 7 (Limitation of Liability) in the General Terms, the following shall also be Excluded Claims for purposes of the Agreement: Section 10 (Indemnification) of these Software Terms and any breaches of Sections 2.3 (Restrictions) or Section 4 (Customer Obligations) of these Software Terms.

4.5 License Compliance. Customer shall promptly notify Trimble if Customer become aware of (i) any breach of confidentiality obligations regarding the Offerings, or (ii) any infringement (whether actual or alleged) of Trimble's intellectual property rights in the Offerings, or (iii) any unauthorized use of the Offerings by any person, and provide reasonable assistance to Trimble in connection with any suit or proceeding relating to such events.

4.6 Usage Limitations. Customer will comply with all Usage Limitations. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable Usage Limitations at Trimble's then-current list price, and Customer shall pay in accordance with the Agreement. The parties may also agree on a Usage Limitation adjustment, in which case Customer must sign a new Order and pay the applicable fees.

4.7 Fee Criteria. If the Order states Software is made available based on GAR, Project Budget, Total Project Value, population, specific-department usage, Affiliate-limitations, or similar criteria (any such criteria, the "**Fee Criteria**"), the fees for that Software are calculated based on that Fee Criteria as of the date of Order issuance by Trimble. Unless otherwise provided the Order, if the Fee Criteria increases by more than 10% during the Subscription Term, (i) Customer shall promptly notify Trimble in writing, (ii) Trimble has the right to adjust such fees based on changes in the Fee Criteria and its then-current list price for that Software (including on a prorated basis for the current term), and (iii) Customer shall pay any applicable additional fees upon receipt of the invoice in accordance with the Agreement. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer's then-applicable Fee Criteria.

5. Suspension of Access. Trimble may suspend Customer's access to an Offering, without liability, and in whole or in part, if (a) Customer breaches any Usage Limitations, Sections 2.2 (Authorized Users), 2.3 (Restrictions), 4 (Customer Obligations) or 6.2 (Offering Content); (b) Customer's account is five (5) business days or more overdue; or (c) immediately if Customer or any of its Authorized Users' acts or omissions threaten the integrity, availability, or security of the Offerings or Trimble's systems, products, or infrastructure (provided Trimble will use commercially reasonable efforts to provide Customer with advance notice of such suspension where Trimble determines exigent circumstances do not exist). Trimble will lift such suspension once the related issue or failure is cured to Trimble's reasonable satisfaction. Fees will continue to apply during the suspension period. Customer may be prohibited from entering new Customer Data or processing or accessing existing Customer Data and data reports during the suspension period. If Customer attempts to access or manipulate Customer Data utilizing third-party software during suspension, Trimble disclaims and Customer holds Trimble harmless from any responsibility or liability relating to lost or altered Customer Data or related damages.

6. Certain Features. The following provisions apply to the extent applicable to the Offerings.

6.1 Third-Party Materials. The Offerings may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Offerings. To the extent specified by Trimble (including in any Supplemental Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Offerings that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Offerings in accordance with the Agreement.

6.2 Offering Content. "**Offering Content**" shall be any Trimble IP or Third-Party Materials made available as data or information through the Offering, whether included as part of the Offering or as a separate subscription. Any Offering Content that is Trimble IP will be deemed part of the Offering. Any Offering Content that is Third-Party Materials shall be subject to any applicable Third-Party Terms. If no Third-Party Terms apply, then unless otherwise authorized by Trimble in writing or the applicable Documentation, such Third-Party Materials, and any derivative thereof, may only be used or accessed by an Authorized User. Third-Party Materials will be used solely for Customer's internal purposes during the Term and must be accessed pursuant to a manual Authorized User request. Customer will not: (i) access, extract, or download any Third-Party Materials, or portions thereof, in batch or en masse by any means; (ii) use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information; (iii) sell, offer to sell, rent, sublicense, or transfer any copies of the Third-Party Materials,

or portions thereof, to a third party or allow a third party to use the Third-Party Materials; (iv) use the Third-Party Materials to develop services or products for sale or include any portion of the Third-Party Materials in any product or service; (v) use any portion of the Third-Party Materials to create a competitive service, product, or technology; (vi) recreate the Third-Party Materials or create otherwise a separate database or other repository of Third-Party Materials; (vii) use Third-Party Materials to train, augment, or correct another database or information repository; (viii) unless otherwise specified in the Documentation, permit any individual other than an Authorized User to access or use the Offering Content and any derivative thereof, or (ix) make any portion of the Third-Party Materials available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Third-Party Materials.

6.3 Open Source. The Offerings may incorporate third-party open source software ("**Open Source**"), as listed in the Documentation or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of the Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of the Agreement.

6.4 Third-Party Application Stores.

(a) Purchase from Application Store. If Customer obtains the Offering (or portions thereof) through a third-party application store, marketplace, or other site or service (each, an "**Application Store**"), such Application Store is considered a reseller. All fees are non-refundable once paid. Customer's download of the Offering may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Offering.

(b) Apple-Specific Terms. If Customer downloaded the Offering from Apple Inc.'s ("**Apple**") Application Store, the following terms are part of the Agreement. The Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of the Agreement and will have the right (and will be deemed to have accepted the right) to enforce the Agreement against Customer as a third-party beneficiary. To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Offering, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Offering. As between Trimble and Apple, Trimble is solely responsible for the Offering and for addressing any claims Customer or any third parties have about the Offering or Customer's possession or use of the Offering, including without limitation (i) product liability claims; (ii) any claim that the Offering fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Offering or Customer's possession or use of the Offering infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

6.5 Security for SaaS or Hosting Services for Licensed Software. This Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) applies to Offerings that are SaaS or hosting services for Licensed Software. During the Term, Trimble or its third party hosting provider(s) will use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing, accidental destruction, or loss of Customer Data. In the event Trimble is not in breach of the foregoing obligations and an unauthorized third party nonetheless gains access to the Customer Data, such disclosure of Customer Data in such circumstances shall not be a breach of Section 9 (Confidentiality) of the General Terms. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software), the terms of this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) will control.

6.6 Third-Party Access.

(a) Generally. Customer authorizes Trimble to grant access to its instances of the Offerings and share Customer Data with any third-party Authorized Users or as otherwise instructed by Customer. Customer is solely responsible for such third-parties' compliance with the Agreement and for any and all acts or omissions of any such third parties. Such third parties are considered Representatives, as that term is defined and used in Section 9 (Confidentiality) of the General Transaction Terms. Such third parties are not intended third-party beneficiaries under the Agreement. Trimble shall have no liability for any act or omission of any such third party, including by way of access or use of the Offerings or Customer Data. Such third-party access or use of the Offerings must be solely and exclusively for the benefit of Customer (or its Affiliates, if applicable), and any other purpose is prohibited. For clarity, as between Customer and any such third parties, any data or other information uploaded by such third party to the Offerings on Customer's behalf will be deemed Customer Data of Customer.

(b) Customer as a Third-Party. In the event that Customer is invited to access an Offering as a third party, any data or other information uploaded by Customer on behalf of such third party shall be deemed "Customer Data" of such third party.

7. Support. If Customer is eligible for Support and pays any applicable fees, Trimble will make such Support available in accordance with the Support Terms or as Trimble may otherwise expressly provide in writing. Unless otherwise set forth in writing by Trimble, Support is not available for Free Versions or Trials and Betas.

8. Term and Termination.

8.1 Perpetual License. If Customer purchases a perpetual license to Licensed Software, Customer's license to the Licensed Software will continue in perpetuity subject to the terms and conditions of the Agreement. Support for Licensed Software is purchased separately unless otherwise indicated by Trimble in writing or on an Order.

8.2 Subscriptions.

(a) Subscription Term. If Customer purchases access to a SaaS or a license to Licensed Software for a limited period of time, the duration of the initial term and any renewals are as set forth in the Order (collectively, the "**Subscription Term(s)**"). Notwithstanding anything to the contrary in the Order, the start date for each Subscription Term for each Offering will begin on the Provision Date for that Offering. For clarity, each Offering may have a different Provision Date.

(b) Additional Subscriptions. If Customer previously purchased one or more Subscriptions for a particular Offering ("**Existing**

Subscription(s)) and subsequently purchases one or more additional Subscriptions (for any Offering) while the Existing Subscription(s) is in effect (the **"Additional Subscription(s)"**), the duration of the Subscription Term for the Additional Subscription will be as set forth in the Order. Unless otherwise set forth by Trimble in writing, all Customer's Subscriptions shall have the same end date and Trimble may invoice all fees for all such Subscriptions on a single invoice.

8.3 Effect of Termination. Upon expiration or termination of the Agreement or the Order, Customer's right to use the Offerings will cease and Customer will immediately cease any and all use of and access to the Offerings and will delete (or, upon request, return) all copies of any Offerings. At the disclosing party's request upon expiration or termination of the Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 3 (Date Usage and Ownership)). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the Agreement's confidentiality restrictions.

8.4 Survival. In reference to Section 4.3 of the General Terms (Survival), the following Sections of these Software Terms survive any expiration or termination of the Agreement: 1 (Definitions), 2.3 (Restrictions), 3.1 (Data Usage and Ownership), 4 (Customer Obligations), 8.3 (Effect of Termination), 8.4 (Survival), 9.3 (Additional Disclaimers), and 10 (Indemnification). Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

9. Warranties and Additional Disclaimers.

9.1 Limited Warranty. Subject to the Agreement and any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period, the Offerings will perform materially as described in the Documentation. The **"Warranty Period"** is (a) 90 days for Licensed Software licensed on a perpetual basis, and (b) for the duration of the applicable Subscription Term, for any Subscriptions. Notwithstanding the foregoing, Trimble makes no warranties with respect to Correction Services, which are provided as-is and as-available.

9.2 Warranty Remedy.

- (a) If the Offering fails to conform to Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. For any such claims reported by Customer within such period that Trimble determines are valid, Trimble will correct such non-conformity by issuing corrected instructions, a restriction, or a bypass, or by replacing the Offerings, at Trimble's option. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy, and Trimble's entire liability, for the failure of the Offerings to conform to the warranty in Section 9.1 (Limited Warranty).
- (b) The foregoing limited warranty only applies if and to the extent that (i) any Offering associated with the warranty is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (ii) any Offerings associated with the warranty is not modified or misused. The foregoing limited warranty does not apply to (1) issues caused by unauthorized use or modifications; (2) unsupported or unauthorized versions of any Offerings; (3) operating the Offerings under any specification other than, or in addition to, the Documentation; (4) issues in or resulting from Dependencies, Compatibilities, or third-party systems, products, or services; or (5) Free Versions, Trials and Betas or other similar versions.

9.3 Additional Disclaimers. Trimble makes the following disclaimers in addition to Section 6 (Warranty Disclaimer) in the General Terms.

(a) **General.** TRIMBLE MAKES NO EXPRESS WARRANTY THAT CUSTOMER'S USE OF THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER MALWARE OR PROGRAM LIMITATIONS; THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR THAT TRIMBLE WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET, SATELLITES, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE OFFERINGS OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE OFFERINGS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERINGS AND THE SELECTION OF THE OFFERINGS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE OFFERINGS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE OFFERINGS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

(b) **Correction Services Disclaimers.** Customer acknowledges that the Correction Services and related network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions. Additionally, motor and ignition noise, metal shielding, and interference by users of the same or adjacent radio channels may limit or interfere with Correction Services. Trimble is not responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals.

(c) **Third-Party Materials.** Third-Party Materials are provided "AS IS" and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials. Trimble and its suppliers make no warranty or guarantee with respect to any Third-Party Materials, including regarding their accuracy or continued availability or compatibility.

(d) **Dependencies and Compatibilities.** Trimble makes no warranty or guarantee with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control, including their continued availability or compatibility.

(e) **Prohibited Data.** Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with Prohibited Data.

10. Indemnification. Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) any Customer Data, Dependencies, or Compatibilities, or (b) Customer's breach of Sections 2.3 (Restrictions), 4 (Customer Obligations), 6.1 (Third-Party Materials), 6.2 (Offering Content), or 6.4 (Third-Party Application Stores) (each, a **"Claim"**). Trimble will give Customer prompt written notice of any Claim and will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any

Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability, pay any amounts or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

11. Government End-Users. Elements of the Offerings are commercial computer software. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or any related documentation of any kind, including technical data and manuals, is restricted by the terms of the Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings were developed fully at private expense. All other use is prohibited.

12. Region-Specific Terms - France. Solely for purposes of Customers who's billing address is in France, the following shall apply: Prohibited Data included any patient, medical or other protected health information regulated by the French Public Health Code and the GDPR; and Customer's grant of rights in Section 3.1 (Generally) shall be for so long as the Customer Data is protected by intellectual property law.

Addendum #4
Supplemental Terms for Support and Maintenance
Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

- 1. Scope.** Provided that Customer has paid the applicable fees, Trimble shall provide the Support described in these Support Terms during the Maintenance Term (as defined below). The “**Maintenance Term**” shall be: (a) for Support for SaaS or Licensed Software licensed for a limited term, the applicable Subscription Term, and (b) for Support for Licensed Software licensed on a perpetual basis, the term specified in the Order, or if not specified, for a period of one (1) year.
- 2. Support.**
 - 2.1 During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of effort commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, Customer shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.
 - 2.2 For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Documentation, support handbook, or other written documentation provided by Trimble, if any (collectively, the “**Additional Support Documentation**”). If there is any conflict between these Support Terms and such Additional Support Documentation with respect to the description of support services, requirements or procedures, the provisions of such Additional Support Documentation will prevail. Customer agrees and acknowledges that Trimble may use third parties to provide Support on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer’s information and data to perform the Support for Customer.
- 3. Licensed Software Updates and Upgrades.** During the applicable Maintenance Term, Customer shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be “Software” and licensed under the terms and conditions of the Agreement, including any applicable software end user terms or license agreement. Updates and upgrades exclude (a) new versions of the Software (e.g., a change to the left of the decimal in the version number [e.g., 1.x to 2.x] or otherwise designated by Trimble), and (b) any separate modules and other functionality for which Trimble charges a separate fee.
- 4. Limitations and Exceptions.** The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Support Terms:
 - 4.1. Any Software for which applicable fees have not been paid;
 - 4.2. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;
 - 4.2. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;
 - 4.3. Any problem caused by modifications of the Software not made or authorized by Trimble;
 - 4.4. Any problem resulting from any hardware or software in either case not developed or supported by Trimble, including, without limitation: any computers, tablets, disk drives, operating systems, network hardware or software, database, or any other hardware or third-party software;
 - 4.5. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and
 - 4.6. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide Support for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.
- 5. Termination or Expiration.** Support will automatically terminate with respect to any Software that is no longer licensed for use as a result of expiration or termination of the Agreement, or replacement of the applicable Software with new releases.

Additional Support Documentation

Version 1.1

1. Generally.

- 1.1. Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Offering attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 3 (Severity Priority Levels) below.
- 1.2. For certain Offerings as set forth in Section 2 below, Trimble may provide a customer support portal (the “**Support Portal**”), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Supportal Portal, the terms herein shall govern.
- 1.3. For certain Offerings as set forth in Section 2 below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a “**Authorized Support Contact**”). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Offerings necessary to assist Trimble as needed.
- 1.4. Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2. Support Portals. Support portals with information about reporting and general availability are described below.

Offering	Support Portal*	Authorized Support Contacts Only?**
Trimble Unity	https://assetlifecycle.trimble.com/en/learn/support	Yes

* Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.

** For any Products that do not require an Authorized Support Contact, any Authorized User of Customer may contact support.

- ### 3. Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.
P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.
P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.
P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.

* See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.

** The use of the term “hour(s)” refers to business hours based on Trimble’s regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). “Response” means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.

Priority matrix					
		Impact			
		Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Definitions		
Impact	Impact is a measure of the number of users, sites, or devices affected.	Widespread. More than three quarters of users or devices are affected.
		Large. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		Localized. (1) A single site is affected or (2) less than one half of users or devices are affected.
		Individualized. A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer’s operations.	Critical. Use of Offering as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer’s operations (e.g., outage).
		High. Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer’s operations.
		Medium. Use of Offering or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.
		Low. All other requests that are not the above.

4. Additional Limitations and Conditions.

- (a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Offering in a manner other than as authorized in the Agreement; (ii) conversions of Customer’s databases to accommodate new hardware or software, (iii) Customer Data debugging or manipulation, (iv) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (v) implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vi) any Offering where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.
- (b) Customer must (i) require its personnel to obtain adequate training to operate the Offering, (ii) if required by Trimble for the particular

Offering, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.

- (c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials, Dependencies, or Compatibilities, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.
- (d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

Addendum #5

Supplemental Terms for Services

(Training, e-learning content, implementation, configuration, and other services)

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Generally.** Trimble or its authorized service providers will use commercially reasonable efforts to provide Services to Customer as described in an Order or SOW. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.
2. **Training and E-Learning.** For any Services consisting of delivery of training or e-learning (e.g., videos, manuals, etc.), any content made available by Trimble shall not be deemed a Deliverable (as defined below), notwithstanding anything in an Order or SOW to the contrary, and no Intellectual Property Rights therein are assigned or transferred to the Customer. Unless an Order or Documentation states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order or SOW. Trimble reserves the right to reschedule training if it determines in good faith that attendance is not sufficient or the originally scheduled time or location are no longer feasible. If the Order states a date that Services must be completed by, such date is presented for illustrative purposes. The actual completion date for such Services will be provided on the invoice.
3. **Customer Materials.** Customer shall provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Services, Trimble shall be excused from performance until such items or access are provided. Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Services. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.
4. **Customer Premises.** Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Services, if onsite performance of Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Services.
5. **Customer Dependencies.** Customer is responsible for taking all actions identified or described in the Agreement which are a condition for Trimble to provide Services. Should Customer's failure to take such actions result in a delay of Trimble against a delivery schedule, or result in additional provable costs incurred by Trimble, Trimble shall not be considered to be delayed in its obligations, and Trimble shall be entitled to payment of such additional costs.
6. **Deliverables.** "**Deliverable(s)**" shall mean any Trimble deliverables as expressly set forth on a SOW or Order. Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Offerings associated with such Deliverables and only for the period of time that Customer has ownership or authorized use of such Offerings. Unless expressly stated otherwise in the applicable Order or SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.
7. **Limited Warranty.** Trimble will perform Services in a professional and workmanlike manner. If notified of a non-conformity within ten (10) days of delivery of the applicable Services, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-conforming Services, Trimble will, as its sole liability and obligation for failure to provide Services meeting this warranty, either (a) re-perform the non-conforming Services at no additional cost to Customer, or (b) issue a credit for any Services which Trimble identifies as non-conforming.
8. **Travel Expenses.** Trimble will invoice Customer for reasonable and pre-approved out-of-pocket travel expenses incurred in connection with performing Services. Expenses may be invoiced separately from fees and may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request.

9. **Other Offerings.** These Services Terms only apply to Services, and not to any other Offerings, even if such other Offerings are referenced in an Order or SOW. For clarity, all such other Offerings shall not be considered a Deliverable hereunder, and the provision thereof shall be governed by one or more separate agreements between Trimble and Customer.
10. **Non-Solicitation.** During the Term and for a period of 12 months thereafter, Customer, shall not, directly or indirectly, solicit, hire, engage, or attempt to do any of the foregoing, any person who was an employee or independent contractor of Trimble who provided Services to Customer, without Trimble's express prior written consent.

Addendum #6

Supplemental Terms for Hardware

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Delivery.** Delivery times for Hardware are established when an Order is received and accepted by Trimble. Trimble will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the Agreement or Trimble's performance is otherwise excused (e.g., force majeure, etc.). Late delivery is not a basis for Customer's cancellation of any Order.

Title and risk of loss or damage to the Hardware will pass to Customer upon delivery to Trimble's shipping carrier.. Trimble will deliver any shipment FCA (Incoterms 2020) from its warehouse. Customer will pay or reimburse Trimble for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges. Trimble may fulfill its delivery obligations for Hardware through an Affiliate and/or authorized reseller. Trimble reserves the right to make partial deliveries.

2. **Acceptance, Inspection, Notice of Nonconformance.** All Hardware will be deemed accepted by Customer upon delivery to Trimble's shipping carrier, subject to Customer's right to inspect and reject damaged Hardware or Hardware that do not conform to the Order within 10 days of delivery. It is Customer's responsibility to give Trimble prompt written notice of identified damage or non-conformance to the Order. If Customer retains the Hardware without giving notice within the designated period, it will be deemed to waive its right of rejection. The foregoing will not, however, prejudice Customer's warranty remedies as described in the applicable Hardware Terms.
3. **Limited Warranty.** Unless the Hardware comes with a limited warranty that provides otherwise, Trimble warrants to Customer, and only to Customer, that the Hardware is designed and manufactured to conform in all material respects to Trimble's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, Trimble's obligations in Section 7 (Sole Remedy; Warranty Procedure) are Customer's only and exclusive remedy for Hardware that Trimble reasonably determines does not meet the limited warranty, and is made subject to these Hardware Terms.
4. **Firmware.** Trimble hereby grants Customer a personal, non-exclusive, revocable, non-assignable right to access and use firmware solely as necessary to use the Hardware in accordance with the Documentation. During the limited warranty period, Customer will be entitled to receive such Fixes (as defined below) to the firmware that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. Minor Updates (as defined below), Major Upgrades (as defined below), new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this fix process and limited warranty. Receipt of software fixes will not serve to extend the limited warranty period. "**Fix(es)**" means an error correction or other update created to fix a previous software version that does not substantially conform to its Trimble specifications; "**Minor Update**" occurs when enhancements are made to current features in software; and "**Major Upgrade**" occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update, Major Upgrade, new products, or substantially new software releases.
5. **Non-Trimble Manufactured Products.** Trimble will extend to Customer the manufacturer's warranty, if any, for all equipment and/or software products manufactured by another manufacturer and furnished by Trimble to Customer under such other manufacturer's brands. Customer acknowledges and agrees that Trimble shall not be responsible for separately warranting or supporting the equipment or software products of such other manufacturers.
6. **Warranty Exclusions.** The foregoing Hardware limited warranty will only apply in the event and to the extent that (a) the Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (b) the Hardware is not modified or misused. This limited warranty does not apply to, and Trimble shall not be responsible for defects or performance problems resulting from (i) the combination or use of the Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Hardware under any specification other than, or in addition to, the Documentation; (iii) the unauthorized installation, modification, repair or use of the Hardware; (iv) damage caused by accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Hardware specifications), or exposure to

environmental conditions for which the Hardware is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Hardware. **TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."**

7. **Sole Remedy; Warranty Procedure.** If the Hardware fails during the warranty period for reasons covered by this limited warranty and Customer notifies Trimble of such failure during the warranty period, Trimble will at its option repair or replace the nonconforming Hardware with new, equivalent to new, or reconditioned parts or Hardware or, if either of the foregoing is commercially impractical in Trimble's determination, refund the Hardware purchase price paid by Customer (excluding separate costs of installation, if any) upon Customer's return of the Hardware in accordance with Trimble's product return procedures then in effect. Any repaired or replaced Hardware will be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer. Warranty service will be provided at a designated Trimble service center or by an authorized Trimble service provider. Except as otherwise agreed by the parties, Customer shall be responsible for all shipping charges to the designated Trimble service center or authorized Trimble service provider.
8. **Determination of Warranty Applicability:** Trimble reserves the right to refuse warranty services if the Hardware date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded from the warranty pursuant to the Terms. Following Trimble's examination of Customer's claim, Trimble will notify Customer of warranty status and the repair cost of any out-of-warranty Hardware. At such time Customer must issue a valid purchase order to cover the cost of the non-warranted Hardware repair and return freight, or authorize return shipment of the Hardware at Customer's expense as-is.
9. **Non-responsibility for Lost Data.** Trimble shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Hardware serviced by it or an authorized Trimble service provider, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is Customer's responsibility, prior to servicing, to backup data and remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Hardware to Trimble. The Hardware will be returned to Customer configured as originally purchased.
10. **Return of Hardware:** All Hardware returns are subject to Trimble's prior written consent and must comply with its product return (RMA) procedures then in effect. Before returning or exchanging Hardware, Customer must contact Trimble directly to obtain an authorization number to include with the return. Customer must return Hardware to Trimble in their original or equivalent packaging, and Customer is responsible for risk of loss, as well as shipping fees back to Trimble. Hardware received but not eligible for return will be sent back to Customer freight collect. For approved returns, Customer will receive credit equal to the lesser of the Hardware invoice price or its current replacement value, less any applicable charges or fees.

Addendum #7

Supplemental Terms for U.S. Public Entities

Version 1.0 (Last Updated: October 7, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. **Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
2. **Intellectual Property Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Offerings in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Offerings are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Offerings substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.
3. **Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer's responsibility to pay taxes shall be inapplicable.
4. **No Indemnification by Customer.** Section 8 (Indemnification) and the second to last sentence of Section 12.6 (Export Control) of the General Terms shall be inapplicable.
5. **Public Records Law.** Customer's confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
6. **Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
7. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees for the Term shall immediately become due and payable. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
8. **Non-Appropriation of Funds.** The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.
9. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("Piggyback"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
10. **Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.

Addendum #8
Service Level Agreement; Data Security, Restoration, and Accessibility
Version 2.0

1. Availability Service Level Agreement

For any Offering that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

- 1.1. **Target Availability.** Trimble will use commercially reasonable efforts to make the Offering available with an uptime availability (time periods during which Customer has general connectivity to the Offering) (the “**Target Availability**”) as follows:

Offering / Target Availability*

Trimble Unity Construct / 99.95%

Trimble Unity Maintain / 99.95%

Trimble Unity Permit / 99.95%

**Target Availability is generally for a calendar month; provided that Trimble Unity target availability will be calculated on a quarterly basis.*

- 1.2. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to: (a) Customer’s use of the Offering in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble’s reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer’s equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.
- 1.3. **Scheduled Maintenance.** “**Scheduled Maintenance**” means Trimble’s scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble’s websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Offering. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.
- 1.4. **Service Credits.** If there is a verified failure of the Offering to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Offering in such month (“**Service Credit**”). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee * percentage of time that the Offering did not meet the Target Availability*

The “**Pro Rata Fee**” means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Offering (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Offering (excluding taxes, etc). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer’s next invoice, provided that Customer’s account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

- 1.5. **Sole Remedy.** Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer’s sole and exclusive remedy for any failure to meet the Target Availability.

2. Data Security, Restoration, and Accessibility

2.1. Software-as-a-Service.

- a) **General.** Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.
- b) **Data Backups.** Backup of all Customer Data hosted in the cloud will be continuous, immutable, and virtual. Trimble will maintain a recovery time objective (RTO) of 4 hours and a recovery point objective (RPO) of 15 minutes.
- c) **Data Restoration.** Trimble will use reasonable efforts to restore lost or damaged Customer Data for Offerings deployed as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble’s availability and payment of applicable fees at Trimble’s then-current hourly rates.
- d) **Data Location.** For customers located in the United States, all Customer Data will be hosted and stored within the continental United

States. For customers located in Canada, all Customer Data will be hosted and stored within Canada.

- e) Data Encryption. All Customer Data will be encrypted at rest and in transit utilizing government-certified Advanced Encryption Standard (AES) cipher algorithms with a 256-bit or better encryption key.
- f) Disaster Recovery. Trimble will maintain a written Disaster Recovery Plan (DRP) as described in its then current SOC 2 Type II audit report for the applicable Offering.

2.2. SOC Compliance. Current versions of the Trimble Offering(s) referenced in the Order Form will be subject to an annual System and Organization Controls for service organizations ("SOC") 2 Type II audit based on Security, Availability, and Confidentiality Trust Services Criteria and will maintain compliance with those standards during the Term of this Agreement. The SOC 2 Type II audit will be conducted by a licensed Certified Public Accounting firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") Statement on Standards for Attestation Engagements No. 18. At Customer's request, Trimble will provide a copy of the then current SOC 2 Type II audit report annually. The audit report shall be treated as Confidential Information.

2.3. System Testing. Trimble will maintain sole responsibility for establishing, maintaining, testing, and executing all plans and procedures applicable to system backup, disaster recovery, system architecture and security (including without limitation monitoring, audits, vulnerability scans/remediation, and penetration tests), software development, maintenance release schedules, and update management.

2.4. Vulnerability Remediation. Trimble will conduct vulnerability scans of the then current version of each Trimble Offering on a monthly basis. Trimble will use best efforts to remediate identified vulnerabilities as follows:

- a. Critical (30 days)
- b. High (60 days)
- c. Medium & Low (commercially reasonable timeframe)

Note: vulnerability severity ratings referenced above must follow the NIST scoring system (<https://nvd.nist.gov/vuln-metrics/cvss>).

2.5. Security Incident Notification. Trimble will provide notification of any security incidents affecting a customer's instance, including a data breach, within 72 hours of confirmation.

2.6. Accessibility. During the term of the Agreement, the Trimble Offering(s) referenced in the Order Form may be subject to accessibility audits based on WCAG 2.0 AA standards. **Trimble's compliance with any accessibility standards will be limited to its then current Accessibility Conformance Report, which will be provided upon request.**

2.7. On Premises Licensed Software. **If the Order Form includes any licensed software Products deployed on-premises or through hosting services not provided by Trimble, Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.**



17199 N. LAUREL PARK DR. STE. 412
LIVONIA, MI 48152
WWW.RITTERGIS.COM
734.203.7001



CITY OF PERRYSBURG, WOOD COUNTY, OH

PROPOSAL

ENTERPRISE ASSET MANAGEMENT IMPLEMENTATION SERVICES

PREPARED FOR: CITY OF PERRYSBURG, OH

DESCRIPTION: TRIMBLE UNITY MAINTAIN IMPLEMENTATION SERVICES

PROJECT NO: 2025-0910-001

DATE: JULY 5, 2025

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City of Perrysburg, OH
Attn: Mr. Matthew P. Choma, P.E.
Director and Commissioner of Public Utilities
211 East Boundary Street
Perrysburg, OH 43551



Monday, July 7th, 2025

PROPOSAL: QUOTATION REQUEST FOR ESRI GIS & CITYWORKS AMS SUPPORT SERVICES

Thank you for allowing us the opportunity to present this proposal for professional services to develop and implement Trimble Unity Maintain for the City of Perrysburg, OH. We are certain our similar project experiences, and unique approach will bring the following key benefits:

Service – We can demonstrate how our past knowledge, and close working relationships with similar Trimble Unity Maintain & ESRI GIS communities will add significant value to this project. While no sites are identical, they all contain similarities. We lean on our shared knowledge and experiences to reference and incorporate when designing operational workflows across organizations.

Experience – Ritter GIS Inc. is a full-service GIS and Asset Management consulting firm that has been offering services since 2007. Much of our team's strengths have been inherited from our history of working directly with local governments, engineering, and environmental firms. We have an established Gold level partnership with Cityworks, and a Silver level partnership with ESRI (Release-Ready Specialty). Our project management team includes 3 certified GIS Professionals (GISP) with over 82 years collective experience in GIS/Asset Management solutions.

Please contact us with any questions you may have, or if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Ritter'.

Doug M Ritter, GISP
Executive Officer / Owner
Doug@RitterGIS.com
734.203.7001

STATEMENT OF QUALIFICATIONS ABOUT US

Ritter GIS is a privately owned technology firm founded in 2007. Our dedicated team focuses explicitly on the consulting, design, and implementation of Trimble Unity Maintain powered by Cityworks and ESRI Geographic Information Systems (GIS).



With our established strategic partnerships, we continually train and educate our team with new technologies and practical adaptation for our client's environment. We partner with numerous local/county organizations, regional entities, and private firms to pursue a collaborative partnership to ensure successful and effective solutions.

Experienced and Proven



We have been a silver level partner with ESRI since 2014, and our team has extensive experience deploying GIS-Centric solutions. With our local government solution-first strategy, we have assisted many communities establish, develop, and maintain successful enterprise GIS programs. Our team is trained, and we are flexible to provide service based, project specific, or full GIS administration.

Our team has experience working with Trimble/Cityworks AMS since 2003, and we have been an established partner since 2014. Ritter GIS is a leading implementation partner, and we have retained a Gold Level Partnership since 2016. We have successfully completed over 27 Implementations, and currently support 33 sites throughout Michigan, Nevada, California, and Illinois.



Our Core Principles

VISION

To inspire and promote success with spatial applications.

MISSION

To develop enterprise applications with a collaborative partnership network.

GOALS

- ♦ **Quality:** We provide dedicated services to achieve premium value for our clients.
- ♦ **Integrity:** We uphold the highest standards of integrity in all our actions.
- ♦ **Commitment to Success:** We develop relationships with our clients to deliver sustainable solutions.



Project Personnel

Ritter GIS provides a regional, experience-based team that will support the City of Perrysburg with all components of the project. Our project management team includes 3 certified GIS Professionals (GISP) and all have an extensive background working with multiple local/county government agencies. Collectively, we have over 82 years of GIS and Asset Management experience that we leverage to streamline projects and complex initiatives.

Most of the technical resources assigned to this project have been with our firm for 10+ years. We have collaborated successfully with in-office, hybrid, and fully remote environments.

NAME / TITLE	YEARS EXPERIENCE	CERTIFICATIONS	ROLE
Kenneth J. Oetzel, GISP Operations Manager	GIS: 22 Cityworks: 18 GPS: 22	Certified GIS Professional Cityworks Administrator NASSCO Certified	Project Manager
Paul Ritter, GISP GIS Specialist	GIS: 14 Cityworks: 6	Certified GIS Professional	Lead Analyst
Jason Kline GIS Analyst / Field Operations Manager	GIS: 12 Cityworks: 7 GPS: 12	NASSCO Certified, Respond, Crystal Reports, Storeroom	Technical Developer
Doug Ritter, GISP Executive Officer	GIS: 21 Cityworks: 20 GPS: 21	Certified GIS Professional Cityworks Administrator	Client Solutions Manager

More information and individual resumes can be provided upon request.

Our team members retain extensive experience deploying asset management solutions as outlined in this scope of work. We can provide specific & relatable experience to the City of Perrysburg operations as we have implemented and/or support the following sites:

Schaumburg, IL
City of Allen Park, MI
Schaumburg Parks, IL
Village of Mundelein, IL
Bay County RC, MI
Jurupa CSD, CA
Wayne County, MI
City of Belleville, MI

Arlington Heights, IL
City of Livonia, MI
City of Romulus, MI
Madison County SW, IL
Marina Coast Water, CA
Las Vegas Parks, NV
Genesee County DC, MI
Village of Grand Blanc, MI

City of Westland, MI
Northville Township, MI
City of Lincoln Park, MI
Van Buren Township, MI
Plymouth Township, MI
City of St. Joseph, MI
Livingston County DC, MI
City of Des Plaines, IL

CLIENT REFERENCES

RELATED PROJECT EXPERIENCE

CITY OF WESTLAND | WAYNE COUNTY, MI

2010 – current: Full GIS & Cityworks Admin | Cityworks AMS Implementation 2012

The City of Westland is the 10th largest city, and 12th largest municipality in Michigan. Ritter GIS currently serves as the contract GIS services department reporting directly to the Information Technology Department. All GIS and mapping requirements are handled directly through our service team, which includes the full support of enterprise GIS applications, ArcGIS Online, GPS inventory needs and Cityworks Online AMS initiatives. GIS initiatives include Tax Plat Mapping, Parcel COGO Conversion, Utility GPS, MACP Level 1 & 2 Inspections, Web Map and Application Development, ArcGIS Online Site Management, Zoning, Land Use, Emergency Response Applications, election and voting applications, street lighting program assistance, CDBG reporting and analysis, service identification program support, and overall help desk/city personnel assistance and development.

We provide Cityworks AMS support including site design, enhancements, and support for their Cityworks application, which currently includes approximately 85 users. Custom workflows and templates have been developed to track city-wide operations, including the management of multiple contractor initiatives and grants management and integration with third party applications. We have completed integrations for the city including BS&A Utility Billing (2-way), BS&A Ordinance, Assessing, Custom Request Form, and DigSmart.

2015 Cityworks User Conference Plenary

2018 Cityworks Excellence in Online Practice Recipient

2023 MI-GMIS Organization Impact Project of the Year

VILLAGE OF MUNDELEIN | LAKE COUNTY, IL

2022 – current: Cityworks Implementation | Cityworks & GIS Admin Support

The Village of Mundelein is a vibrant and progressive community of nearly 32,000 residents situated in the center of Lake County, Illinois. They make up one of the strongest areas of commercial and industrial growth in the nation, with excellent housing, recreation, educational, and business opportunities.

In 2022, we partnered with the Public Works and Engineering Department to implement Cityworks AMS Online for Utilities, Facility Maintenance, Fleet, Wastewater Treatment Plant, Streets & Forestry divisions. A significant portion of the implementation was the data migration from their existing PubWorks application. Overall, we structured the import process to align to their new Cityworks workflows that included 1.4 million records – importing 18+ years of data for work orders, service requests, inspections, equipment/labor/materials logs. The village has leveraged customized integrations to streamline their processes including Fuel Master readings import / Customized GISDataConnect Fleet Connect, auto-generated workflows based on inspection results, Beacon Meters/Financial System for customer accounts, and a simplified Request/Work Order Web Form.

VILLAGE OF SCHAUMBURG | COOK COUNTY, IL

2018: Cityworks Implementation

Located just 30 miles outside Chicago, Schaumburg is the premier suburban business destination in Illinois. In the past 50 years with vision and thoughtful planning, Schaumburg has transformed from a small farming community into a thriving economic center that is home to more business in Illinois than any other community outside of Chicago.

In 2018, our team was selected to partner with the Village of Schaumburg to implement Cityworks AMS. The project implementation included the setup and training of their building maintenance, forestry/landscaping, water distribution, streets department, customer service, engineering, electric/lights, and stormwater divisions. The site design from scratch included 125 internal/external users and enterprise integration to achieve sustainable results:

- Integration to automate workflow from existing internally developed customer service request (CSR) system. The CSR has been a key resource for the village to monitor all citizen and internal requests. This system was integrated by IT to auto-generate work orders and feed information to and from Cityworks.
- Full ESRI GIS Integration – GIS data is authoritative record. Complete integration to the GIS repository and field team access. Defined efficient ID structure and setup action events in Cityworks to manage and streamline data updates in GIS and Cityworks. Separate mapping and displays for groups including contractor work assignments.
- Efficient Cost tracking by integrating payroll costs and dynamic pay coding structure. Process was created to utilize Cityworks for employee timesheets and tracks all costs appropriately to each work order and activity classification. Payroll logs are imported into the existing financial system, reducing manual effort, and streamlining processes.

2022 Cityworks Excellence in Enterprise Practice
2022 APWA Project of the Year – Cook County, IL

CITY OF ALLEN PARK | WAYNE COUNTY, MI

2014 – current: Full GIS & Cityworks Admin | Cityworks Implementation 2015

The City of Allen Park has been partnering with Ritter GIS for all GIS and Cityworks initiatives since 2014. The City has used GIS for various projects to verify and analyze data for internal applications and external contractors/projects. This includes working with multiple engineering firms to integrate historical data including thousands of NASSCO MACP/PACP inspections, AutoCAD files, hard copy maps, and various inspections.

The partnership has continued to advance and support both ESRI GIS and Cityworks AMS applications including integrations with BS&A Utility Billing, Revize, SeeClickFix, and Aquasight.

2022 Cityworks Excellence in Departmental Practice Recipient

CITY OF LIVONIA | WAYNE COUNTY, MI

2016 - current: Cityworks Implementation

With a population of over 95,000, the City of Livonia is the 9th largest municipality in Michigan. In 2016, we partnered with the city for the full-scale implementation of Cityworks Online AMS.

The successful deployment included the training and development of 150 employees across 11 departments throughout the city. The implementation included the standardization and import of historical CMMS data over 250,000 work orders and service requests based on essential information to be carried forward. A semi-automated process was utilized to associate priority work orders to the GIS entity (all historical data was disconnected from the GIS). The full-scale solution included deployment for Water, Sewer, Storm, Engineering, Animal Control, Roads, Signs, Building Maintenance, Administrative, Parks & Forestry operations.

The city has an extensive and complicated rate schedule that was developed in Cityworks to ensure accurate activity cost reporting for budgeting and reporting purposes. We deployed dynamic pay codes to mirror the requirements, and custom budget/hours reports that are reviewed and exported to drive employee payroll. This included over 800 different pay codes, and has been operational since 2016.

VILLAGE OF ARLINGTON HEIGHTS | COOK COUNTY, IL

2016 - current: Cityworks Implementation (2016) & Support

In January 2016, our team was selected to partner with the Village of Arlington Heights Public Works to implement Cityworks AMS. The village committed to an aggressive six-month implementation and created a project leadership team that worked closely with every aspect of the development to ensure success and realize expanded opportunities. The estimated 90 users from the beginning were scaled out to 160, as the village utilized the program for internal building issues, central inventory requests, and web site updates.

Over 500 documents were compiled and reviewed for integration including Administrative, Building Maintenance, Fleet, Forestry and Grounds, Sewer, Signs, Streets, Traffic, Water Distribution, Water Metered Services, Water Production, and Central Purchasing divisions. In the initial 9 months from cut-over, the Public Works Department has increased their asset management activity tracking by 300%, including the creation of over 22,000 requests, work orders, and inspections throughout the entire organization. We have developed full-scale integrations for Fuel master metrics import, Auto-generated workflows, DigSmart Utility locates, and Storeroom request form.

Additional integrations were deployed to streamline and integrate their metered services contractors for backflows and meter repairs. This consolidated the redundant data sets that were being maintained and provided efficient and current project tracking.

2023 APWA Project of the Year - Cook County, IL

CLIENT REFERENCES

Company Name:	City of Westland, MI
Address:	36300 Warren Road
City, State, Zip:	Westland, MI 48185
Contact Person:	Craig Brown Chief Innovation Officer
Email Address:	cbrown@cityofwestland.com
Telephone Number:	734-467-7952
Type of Business:	Local Government - City
Date of Services:	2010 - Current Cityworks 2012
Company Name:	Village of Mundelein, IL
Address:	801 Allanson Rd.
City, State, Zip:	Mundelein, IL 60060
Contact Person:	Adam Boeche Director of Public Works & Engineering
Email Address:	aboche@mundelein.org
Telephone Number:	847-949-3270
Type of Business:	Local Government - Village
Date of Services:	2022 - Current Cityworks 2022
Company Name:	Village of Arlington Heights, IL
Address:	222 North Ridge Ave.
City, State, Zip:	Arlington Heights, IL 60005
Contact Person:	Chester Gorecki Superintendent of Maintenance
Email Address:	cgorecki@vah.com
Telephone Number:	847-368-5805
Type of Business:	Local Government - Village
Date of Services:	2016 - Current Cityworks 2016
Company Name:	Village of Schaumburg, IL
Address:	714 S. Plum Grove Road
City, State, Zip:	Schaumburg, IL 60193
Contact Person:	Michael Hall Director of Engineering and Public Works
Email Address:	mhall@schaumburg.com
Telephone Number:	847-923-6612
Type of Business:	Local Government - Village
Date of Services:	Cityworks Implementation 2018
Company Name:	City of Livonia, MI
Address:	12973 Farmington Road
City, State, Zip:	Livonia, MI 48150
Contact Person:	Donald Rohraff Director of Public Services
Email Address:	drohraff@ci.livonia.mi.us
Telephone Number:	734-466-2607
Type of Business:	Local Government - City
Date of Services:	2012 - Current Cityworks 2016
Company Name:	City of Allen Park, MI
Address:	24000 W. Outer Dr.
City, State, Zip:	Allen Park, MI 48101
Contact Person:	Tom Murray Director of Public Services
Email Address:	tmurray@cityofallenpark.org
Telephone Number:	313-928-0550
Type of Business:	Local Government - City
Date of Services:	2014 - Current Cityworks 2014

REQUEST FOR PROPOSAL

SCOPE OF WORK

Our team will provide professional services to develop and implement Trimble Unity Maintain and all related initiatives. These tasks will be coordinated with the internal administrative team to continue the advancement of enterprise solutions.

CITYWORKS ASSET MANAGEMENT FOCUS

Trimble Unity Maintain Implementation:

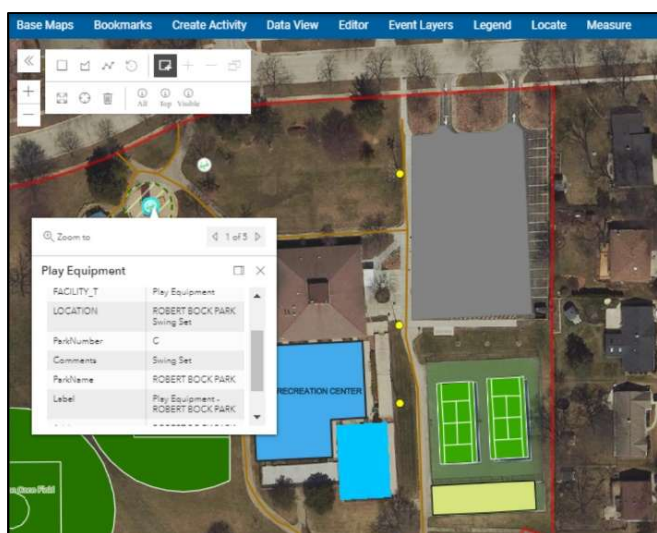
Our project team members have been engaged in the administration and configuration of Trimble Unity Maintain powered by Cityworks for over 19 years. Our primary goal is to ensure a sustainable solution, and we realize that by partnering directly with the key stakeholders to develop efficient workflows and integrations.

The following initiatives have been identified to build the initial framework and develop a customized solution. Each task will involve coordination and data gathering from staff to determine optimal workflows that match or expand on the current operational procedures. The activities outlined in this proposal include advanced level configuration.

Remote client meeting software will be utilized to assist in the development as needed.

Overall Key-Items for Implementation:

- Trimble Unity Maintain Site Audit
- ESRI GIS Site Audit
- Template and Category Review
- Mobile Solutions
- Preventative Maintenance Activities
- Capital Projects
- Work Productivity Reporting and Analysis
- Resource Analysis
- Budget Forecasting
- Storeroom setup & configuration
- Hybrid Remote/On-Site Training and Support.
- Reporting
- No hardware included.



TASK 1: DISCOVERY AND AUDIT

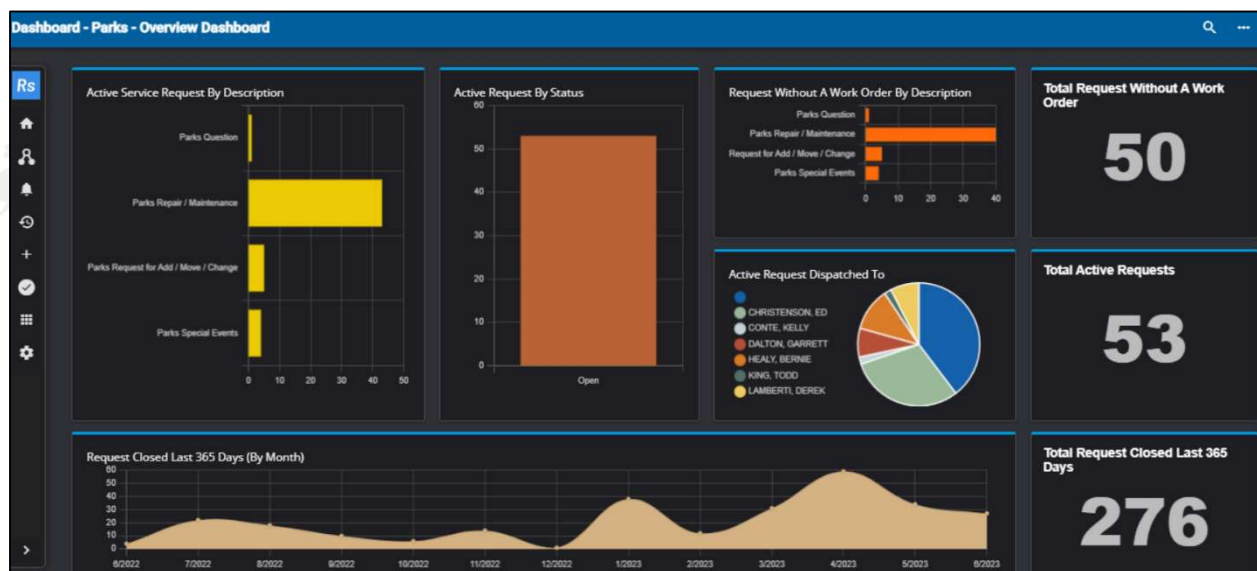
Discovery

The first and most critical step for a successful implementation is to understand and document the current resources and existing operations. Trimble Unity Maintain provides a centralized system for asset management, and the flexibility of the software empowers each department with customizable features to incorporate their unique characteristics and responsibilities.

During this phase, we will leverage the sand box environment for test development and workflow design. This process allows us to test and present alternative options for approval. Our team will conduct a thorough audit of any existing processes with related site design and settings. This includes the review of existing asset groups - templates - users - security - workflows - documentation - reports, and any other critical items.

Additionally, we will conduct remote meetings with the managers and supervisors to understand and outline the department's daily operations. Historically, this process has presented an opportunity to modify or optimize workflows to define the expectations. These meetings will consist of each department discussing any historical processes that were required for the implementation, along with providing any silo data repositories, forms, reports, or critical process.

- Leverage ZOHO Suite management system to facilitate a structured discovery process.
- Each Department/Division will be provided a dedicated file share Location for tracking documents, workflows, and architecture.



TASK 2: ESRI GIS DISCOVERY AND AUDIT

The success of the overall site relies heavily on the accuracy and condition of the GIS data, as Cityworks is GIS-Centric. Our team has almost two decades of experience in developing and managing GIS data, with a particular focus on ESRI. Each member of our team is proficient in both applications, thanks to our dedicated training. This shared knowledge is crucial in conducting asset reviews and inventories, as it helps us understand the capabilities and essential integration points.

Our approach is to collaborate with personnel in revising and enhancing the GIS schema to streamline efforts. To achieve this, we will utilize ESRI and/or Trimble tools to conduct an inventory that can also serve as a training aid. Furthermore, our deployment of various components has proven to be effective in managing and maintaining up-to-date data collection.

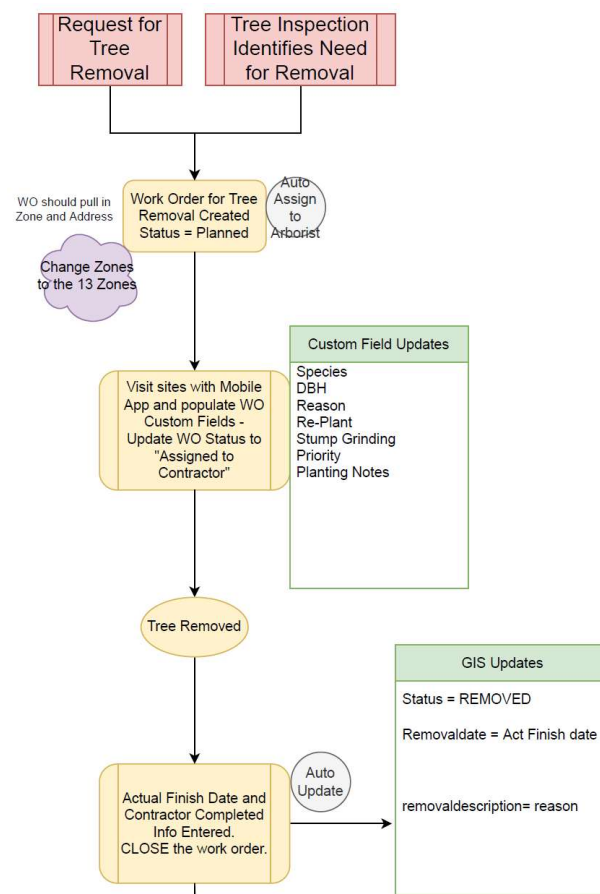


TASK 3: ONSITE REVIEW & INITIAL TRAINING

Trimble Unity Maintain offers various options to create workflows and escalation paths tailored to each client's specific needs. To ensure a successful transition, our team collaborates with internal staff to identify their current processes and recommend optimal workflows based on our previous experience and collaborative network. Templates from other agencies serve as a resource, though these will vary greatly due to different work plans and requirements.

Our primary goal is to develop the site with the end result in mind and assess the potential impact of various configurations. We will automate escalation paths, utilizing API's for cross-departmental efforts such as request routing, inspection creation, and child work orders that can be linked to the parent record.

Our team will be present on site for 2-days working alongside the internal admin team to discuss and emphasize the necessary steps for integrating the approved changes, thereby guaranteeing a successful knowledge transfer.



RATE & PROJECT SCHEDULE

Ritter GIS staff shall complete monthly services at the rate schedule below. The hours shall be assigned based on the prioritization of GIS/AMS tasks per the client recommendations.

2025 Rate Schedule:

Resource	Rate	Description
Manager/Developer	\$215	Operations Manager / Sr. Application Developer.
GIS Specialist, GISP	\$185	Certified GISP with 10+ years.
GIS/AMS Analyst	\$135	Subject matter expert with 10+ years.
GIS/AMS Technician II	\$95	Data development with 5+ years.
GIS/AMS Technician I	\$75	Data development with <5 years.

Total Costs (Not-To-Exceed) *See attached cost detail sheet and Trimble Quote for reference.

- Site Design and Implementation: \$92,800
- Custom Development: \$28,000 (including API integration and BS&A billing).
- Trimble Unity Maintain, Years 1-3: \$89,512.50
 - Year 1: \$27,667.50
 - Year 2: \$29,295.00
 - Year 3: \$32,550

Monthly invoices on the 1st of each month will include a list of the detailed services based on the hourly rate chart (Payment terms Net 30). Additional services may be added with written approval from both parties.

Performance of Work will require the client to grant the following permissions:

- Logins and access to Cityworks and ESRI ArcGIS sites.
- Remote access to existing and development servers as-needed.

AUTHORIZATION

This Agreement shall be effective for a period commencing on August 1, 2025 and ending on July 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this contract to be effective on the date first written above.

CITY OF PERRYSBURG, OH

WITNESS

NAME: _____

DATE: _____

NAME: _____

DATE: _____

NAME: _____

DATE: _____

NAME: _____

DATE: _____

RITTER GIS, INC | WAYNE COUNTY, MI

WITNESS



NAME: DOUG RITTER, GISP

DATE: July 7, 2025

NAME: _____

DATE: _____



APPLICATION ORDER FORM**CUSTOMER DETAILS**

ORDER DATE	July 7, 2025
CUSTOMER NAME/ADDRESS	City of Perrysburg, Wood County, OH 211 East Boundary Street, Perrysburg, OH 43551
BILLING NAME/ADDRESS	Matthew P. Choma, P.E. Director and Commissioner of Public Utilities mchoma@perrysburgoh.gov
TERM	48 Months from Order Date
ORDER EXPIRATION DATE	This order shall remain valid for 90 days after order date.

PRODUCT DETAILS

CODE	NAME	TERM	AMOUNT
UB-0011	BS&A Utility Billing Integration Development and Setup.	One-Time	\$18,000
UB-0011A	BS&A Utility Billing Hosted Integration Maintenance.	Annual (Years 1-4)	\$6,600
BULK-0020A	Trimble Unity Maintain Custom Workflow Package (Webhooks – auto-transfers – report scheduler)	Annual (Years 1-4)	\$5,000

The Product Details Table reflects the overall cost, which includes both the one-time setup and development fee. The annual licensing covers services such as hosting, maintenance, and integrated application components.

All services will be invoiced upon contract execution, with annual services billed on a yearly basis.

Payment Terms: Net-30.

By signing below, the signatory acknowledges acceptance of the Application Terms and Conditions (Addendum #1) and affirms that they are an authorized representative of the Customer with the legal and functional authority to bind the Customer.

RITTER GIS, INC | WAYNE COUNTY, MI**CITY OF PERRYSBURG, WOOD COUNTY, OH**

NAME:

DATE:

NAME:

DATE:

ADDENDUM #1: APPLICATION TERMS AND CONDITIONS

Last Updated: February 1, 2025

1. Introduction

These General Terms and Conditions ("Agreement") govern the use of any and all applications ("Service") provided by Ritter GIS Inc. an S-Corp that was incorporated in Wayne County, Michigan ("Provider," "we," "our," or "us"). By accessing or using the Service, you ("Customer," "you," or "your") agree to comply with and be bound by the terms of this Agreement.

2. Access to the Service

2.1 Grant of License

Provider grants you a non-exclusive, non-transferable, and revocable license to access and use the Service subject to the terms and conditions of this Agreement. This license does not grant you any ownership rights in the Service or any of its components.

2.2 Use of Service

You agree to use the Service in accordance with applicable laws, and not to engage in any activity that could harm the Provider, users, or the Service itself.

3. Service Availability and Maintenance

3.1 Availability

We strive to ensure that the Service is available 24/7, but the Service may be temporarily unavailable due to scheduled or unscheduled maintenance, updates, or other technical reasons.

3.2 Maintenance and Downtime

From time to time, we may need to perform maintenance on the Service, which may involve downtime or reduced functionality. We will make reasonable efforts to inform you in advance of any planned maintenance. However, we reserve the right to perform emergency maintenance without prior notice.

3.3 Emergency Maintenance

In the event of unexpected issues that require immediate attention, we may perform emergency maintenance without prior notice. We will strive to restore the Service as quickly as possible.

4. Fees and Payment

4.1 Subscription Fees

The use of the Service is subject to payment of the applicable subscription fees as outlined and agreed upon in writing.

4.2 Payment Terms

You agree to pay the fees for the Service in accordance with the billing cycle selected. Fees are non-refundable except as provided under applicable law or as explicitly stated in this Agreement.

4.3 Late Payments

If any fees are overdue, we may suspend or terminate access to the Service until the outstanding fees are paid in full.

5. Intellectual Property | Ownership of the Service

5.1 Provider's Intellectual Property

You acknowledge and agree that Ritter GIS Inc. (the "Provider") owns all right, title, and interest in and to the Ritter GIS hosted application ("Service"), including but not limited to its software, code, algorithms, user interface, databases, APIs, documentation, and any other proprietary technology related to the Service. All intellectual property rights in the Service are and shall remain the exclusive property of the Provider and its licensors.

6. User Data and Content

6.1 Ownership of User Data

You retain all rights, title, and interest in and to the data and content you upload, input, or create using the Service ("User Data"). By using the Service, you grant the Provider a limited, worldwide, royalty-free license to access, process, and store the User Data for the purpose of providing, maintaining, and improving the Service.

6.2 License to Use User Data

You hereby grant a license to use, display, and analyze the User Data solely for the purposes of operating the Service, fulfilling obligations under this Agreement, and providing support and enhancements related to the Service. The Provider will not use User Data for any other purpose without your explicit consent, except as required by law.

7. Third-Party Software and Integrations

7.1 Third-Party Intellectual Property

The Service may include or integrate with third-party software or services ("Third-Party Software"). The Provider makes no claim of ownership over any Third-Party Software, and all rights to such Third-Party Software are owned by the respective third-party licensors.

7.2 Third-Party Licenses

If the Service includes Third-Party Software that requires a separate license, you will be provided with details regarding the relevant license(s). You agree to comply with the terms of any third-party licenses when using the Service.

8. Restrictions on Use of Intellectual Property

8.1 No Reverse Engineering

You shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Service, except to the extent that such restriction is expressly prohibited by applicable law.

8.2 No Copying or Redistribution

You shall not copy, reproduce, distribute, transmit, display, or otherwise make available any part of the Service or any related intellectual property, except as expressly permitted by this Agreement or as necessary for your internal use of the Service.



8.3 No Use for Competing Services

You agree not to use the Service or any of the intellectual properties associated with the Service to develop or create a competing service or product.

9. Feedback and Improvements

9.1 Ownership of Feedback

Any suggestions, ideas, or feedback you provide to [Your Company Name] regarding the Service ("Feedback") shall be the exclusive property of the Provider. You hereby assign to [Your Company Name] all rights, title, and interest in and to any Feedback, and the Provider shall have the right to use such Feedback for any purpose, without any obligation to you.

9.2 Improvements

The Provider may make updates, modifications, or enhancements to the Service based on the Feedback or its own development efforts. You acknowledge and agree that the Provider owns all intellectual property rights in any improvements made to the Service.

10. Termination of Rights

10.1 Expiration or Termination

Upon expiration or termination of this Agreement, your right to access and use the Service and any associated intellectual property shall immediately cease. You shall not retain any rights to the Service or its components, except for any rights explicitly granted to you in this Agreement.

10.2 Return of Proprietary Materials

Upon termination, you agree to return or destroy any proprietary materials provided to you by the Provider, including but not limited to documentation, software, or data provided for your use under this Agreement.

11. Confidentiality

11.1 Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" refers to any data, information, or materials, whether oral or written, disclosed by either party to the other party that is designated as confidential or that a reasonable person would consider to be confidential, including but not limited to:

- **Business Information:** Business plans, strategies, marketing strategies, financial data, and proprietary technologies.
- **Customer Data:** Personal data, location data, GIS data, and any other information that users input or store in the Service.
- **Technical Information:** Source code, algorithms, system architecture, design, and configuration details of the Service.

Confidential Information does not include information that:

- Was known by the receiving party prior to disclosure;
- Is or becomes publicly available without breach of this Agreement;
- Is lawfully received from a third party without any obligation of confidentiality;
- Is independently developed by the receiving party without the use of or reference to the disclosing party's Confidential Information.

12. Obligations of Confidentiality

12.1 Non-Disclosure

Both parties agree not to disclose, share, or use Confidential Information for any purpose other than as necessary to perform obligations under this Agreement. Each party agrees to take all reasonable precautions to protect the confidentiality of the other party's Confidential Information, which shall not be less than the level of care used to protect its own confidential information.

12.2 Use of Confidential Information

The receiving party shall use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall not use such information for any other purpose, including commercial purposes, without the prior written consent of the disclosing party.

12.3 Disclosure to Employees or Contractors

The receiving party may disclose Confidential Information to its employees, agents, or contractors who need to know the information to perform their duties in connection with this Agreement, provided that they are bound by confidentiality obligations no less stringent than those in this Agreement.

12.4 Legal Disclosure

If the receiving party is required by law or court order to disclose any Confidential Information, it shall notify the disclosing party in writing before making such a disclosure, to allow the disclosing party to seek protective measures or object to the disclosure.

13. Return or Destruction of Confidential Information

13.1 Return or Destruction

Upon termination of this Agreement, or upon written request from the disclosing party, the receiving party agrees to promptly return or destroy all copies of Confidential Information in its possession, whether in physical or electronic form, and certify in writing that such return or destruction has been completed.

14. Exceptions

14.1 No License

Nothing in this Agreement shall be construed as granting any license to the receiving party, either express or implied, to use any Confidential Information for any purpose other than as expressly permitted herein.

15. Duration of Confidentiality Obligations

15.1 Confidentiality Period

The confidentiality obligations outlined in this Agreement shall remain in effect for a period of [three (3) years] following the termination or expiration of this Agreement, except with respect to customer data, which shall remain confidential indefinitely.

16. Breach of Confidentiality

16.1 Notification of Breach

Each party agrees to notify the other party immediately upon discovering any unauthorized use or disclosure of Confidential Information. The receiving party shall cooperate with the disclosing party in any efforts to prevent further unauthorized disclosure or use.



16.2 Remedies for Breach

The disclosing party may seek legal remedies, including but not limited to injunctions, damages, and attorneys' fees, in the event of any breach of this confidentiality clause.

17. Data Protection and Privacy

17.1 Data Security

We take reasonable measures to protect your data, but you acknowledge that no system is completely secure. You are responsible for securing your account credentials and for any activities that occur under your account.

18. Termination

18.1 Termination by Customer

You may terminate this Agreement at any time by providing written notice to us. Termination will take effect at the end of the current annual billing cycle.

18.2 Termination by Provider

We may terminate or suspend your access to the Service at our sole discretion if you breach any terms of this Agreement. We will notify you of such termination or suspension, where feasible.

18.3 Effect of Termination

Upon termination of this Agreement, you will immediately cease all use of the Service. Any outstanding fees will remain due and payable.

19. Limitation of Liability

To the maximum extent permitted by applicable law, **Ritter GIS Inc.** shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or for any loss of profit, loss of data, or business interruption, whether in an action in contract, tort (including but not limited to negligence), or otherwise, arising out of or in connection with:

1. Use or Inability to Use the Service

You acknowledge and agree that the application may be subject to outages, interruptions, or delays due to factors beyond our control, such as network issues, server downtime, or other technical limitations, and we are not liable for any damages resulting from such interruptions.

2. Third-Party Services

If the Service integrates with third-party services or software, Ritter GIS Inc. is not liable for the performance, availability, or security of those third-party services, nor for any damages caused by issues arising from third-party services.

3. Data Loss or Corruption

While we implement reasonable measures to protect your data, you understand that data may be lost, corrupted, or deleted due to unforeseen events, and Ritter GIS Inc. will not be liable for any damages, costs, or losses incurred as a result of such events.

4. Errors, Bugs, or Malfunctions

Ritter GIS Inc. does not warrant that the Service will be error-free or uninterrupted. We make no representations regarding the accuracy, reliability, or completeness of the Service, and we shall not be liable for any direct, indirect, or consequential damages resulting from bugs, errors, or malfunctions.

5. Limit on Liability

In any event, Ritter GIS total liability to you under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of fees you have paid to us for the Service in the [three (3) months] preceding the event giving rise to the liability.

6. No Liability for Actions of Users

Ritter GIS is not responsible for the actions or misuse of the Service by users, including your employees, contractors, or any third parties. You agree to indemnify and hold us harmless from any claims, liabilities, or damages arising out of such misuse.

20. Indemnification

You agree to indemnify, defend, and hold harmless the Provider, its officers, directors, employees, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses arising from your use of the Service, violation of this Agreement, or infringement of third-party rights.

21. Amendments

We reserve the right to amend or update this Agreement at any time. We will notify you of any material changes to the Agreement by posting the updated terms on our website. Your continued use of the Service after such changes constitutes your acceptance of the updated Agreement.

22. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflict of law principles.

23. Miscellaneous

23.1 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, relating to the Service.

23.2 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

23.3 Waiver

Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

24. Dependency Acknowledgment

The solutions provided may rely on various third-party systems, services, and dependencies, including but not limited to external APIs, libraries, and local environment configurations. The functionality and performance of the solutions may be affected by changes, updates, or discontinuation of these dependencies. The provider is not responsible for any disruptions, malfunctions, or failures caused by modifications to such third-party components or local system environments.



TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 70-2025

DATE: August 5, 2025



Subject Matter/Background

The City is seeking to make improvements to the primary clarification at the WPCF.

The Ohio Water Pollution Control Loan Fund (WPCLF) provides financial assistance for the planning, design and construction of improvements to community water systems and non-profit non-community public water systems. The program is jointly managed by Ohio Division of Environmental and Financial Assistance (DEFA) and Ohio Environmental Protection Agency's (EPA) Division of Drinking and Ground Waters.

This Resolution authorizes the Mayor and Director of Finance to apply for, accept, and enter into a WPCLF agreement on behalf of the City for improvements to the primary clarification at the WPCF.

Financial Review

At this time, there is no budgetary impact to the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and pass as an emergency measure to ensure timely nomination and application.

RESOLUTION 70-2025

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE CITY FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF IMPROVEMENTS TO THE WATER POLLUTION CONTROL FACILITY (WPCF) AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, seeks to make improvements to the primary clarification at the WPCF; and,

WHEREAS, the City intends to apply to the Water Pollution Control Loan Fund (WPCLF) for the planning, design, and or construction of the primary clarification system; and,

WHEREAS, The Ohio WPCLF provides financial assistance for the planning, design and construction of improvements to community surface and ground water quality systems. The program is jointly managed by Ohio Division of Environmental and Financial Assistance (DEFA) and Ohio Environmental Protection Agency's (EPA) Division of Drinking and Ground Waters; and,

WHEREAS the Ohio WPCLF requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated payment source.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, OHIO:

Section 1. City Council authorizes the Mayor and Director of Finance to apply for a WPCLF loan, sign all documents for, and otherwise take all action needed to enter into an agreement with respect to the Water Pollution Control Loan Fund with the Ohio EPA and the DEFA for planning, design and/or construction of improvements to community surface and ground water quality systems on behalf of the City of Perrysburg, Ohio.

Section 2. That the dedicated source of repayment will be revenue from City's rate payers and other customers from sanitary sewer rates.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were passed in an

open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Res 71-2025

DATE: August 5, 2025



Subject Matter/Background

The City of Perrysburg, Ohio, has determined that it is necessary to purchase road salt for the 2025-2026 winter season. The City of Perrysburg solicited bids for road salt and received four qualifying bids, and the bid received from Compass Minerals America Inc. was determined to be the lowest, best, most qualified bid.

Compass Minerals America Inc. has agreed to supply and deliver road salt at a rate of \$54.01 per ton for 4,000 tons for a total amount of Two Hundred Sixteen Thousand Forty Dollars and Zero Cents (\$216,040.00).

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with Compass Minerals America Inc. to purchase road salt for \$54.01 per ton for 4,000 tons for a total amount of Two Hundred Sixteen Thousand Forty Dollars and Zero Cents (\$216,040.00).

Financial Review

Account: 2224-71548-54999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this Resolution as an emergency is recommended, as the bid is only available for 60 days.

RESOLUTION 71-2025

A RESOLUTION AUTHORIZING AN AGREEMENT WITH COMPASS MINERALS AMERICA INC. TO PROVIDE BULK ROAD SALT FOR THE 2025-2026 WINTER SEASON; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, has determined that it is necessary to purchase road salt for the 2025-2026 winter season; and

WHEREAS, the City of Perrysburg solicited bids for road salt and received four (4) qualifying bids from Morton Salt, Inc., Cargill Incorporated – Salt Road, Government MLO Supplies USA and Compass Minerals America Inc.; and

WHEREAS, the bid received from Compass Minerals America Inc. was determined to be the lowest, best, most qualified bid; and

WHEREAS, Compass Minerals America Inc. has agreed to supply and deliver road salt at a rate of \$54.01 per ton for 4,000 tons for a total amount of Two Hundred Sixteen Thousand Forty Dollars and Zero Cents (\$216,040.00); and

WHEREAS, the Service Committee considered the legislation at its July 23, 2025 meeting and unanimously recommended its advancement to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with Compass Minerals America Inc. to purchase road salt for \$54.01 per ton for 4,000 tons for a total amount of Two Hundred Sixteen Thousand Forty Dollars and Zero Cents (\$216,040.00).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure to expedite the project and to promote safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

General Info

Total:

\$216,040.00

Number	Description
2025 Bulk De-icing Salt	The City of Perrysburg is accepting bids for its annual supply of bulk de-icing salt to be used by the Department of Public Service Division of Streets in the Snow and Ice Control Program.
Deadline	
06/26/2025 02:00 PM EDT	
Vendor	Allows zero unit prices and labor
Compass Minerals America Inc.	Yes
Submitted	Allows negative unit prices and labor
06/25/2025 11:37 AM EDT	Yes
Signed by	
Alan Emmons	
Account Holder Alan Emmons	
Opened	
06/26/2025 02:00 PM EDT	
By	
bthomas@ci.perrysburg.oh.us	

Attachment List

LegalNotice.pdf (91.1 KB)
Legal Advertisement

Bulk De-icing Salt Specification.pdf (180 KB)
Bulk De-Icing Salt Specifications

Sample Chemical Agreement.pdf (280 KB)
Sample Agreement (for reference only)

Base Bid

\$216,040.00

Item Code	Description	Quantity	Units	Unit Price	Extension
Year 1	Bulk De-Icing Salt	4,000.0000	Ton	\$54.01	\$216,040.00
					Total: \$216,040.00

Substitutions/Options

Optional: Vendor is not required to complete.

In order to be considered as part of the bid, any additions or reductions in pricing, optional bids, or any substitutions, deletions, additions, or changes to the minimum specifications must be shown here. The City of Perrysburg reserves the right to accept or reject any and all substitutions or optional bids offered.

Bulk De-Icing Salt *

Not applicable

Proposal for Chemical, Material or Services

Bidding Entity Name *

Compass Minerals America Inc.

Bidder Representative Name *

Jason Fritz

Title *

Manager Highway Sales

Principal Place of Business Address *

9900 W 109th St.

Principal Place of Business City *

Overland Park

Principal Place of Business State *

KS

Principal Place of Business Zip Code *

66210

Telephone *

(800) 323-1641 x2

Fax *

(913) 338-7945

Email *

highwaygroup@compassminerals.com

The bidder agrees to furnish and deliver to the City of Perrysburg, Ohio, the following at the prices quoted below, **for the period of one year or alternately for two years**, and meeting the minimum specifications as supplied by the City of Perrysburg and further described in the item list.

If prices quoted are not firm **for the contract period of one year**, method of price adjustment or dates for which quoted prices are valid must be shown in the "Substitution/Options" section.

The City reserves the right to execute a contract with more than one vendor.

The contract shall be awarded for 1 year.

All prices must include delivery to Perrysburg, Ohio.

Proposals must be accompanied by an electronic bid bond in the amount of \$1,000 or have an electronic copy of a certified check, money order, cashier's check, or paper surety bond in the amount of \$1,000 attached in the required documents section. Bidder must provide the original document to the City of Perrysburg within three days of the bid opening if found to be the apparent low bidder.

The City reserves the right to reject any and all bids; and reserves the right to accept or reject any and all optional bids offered; and reserves the right to waive minor irregularities in the bids received.

Pursuant to the Ohio Revised Code Section 5719.042, the successful bidder shall be required to attest whether they are delinquent in payment of personal property taxes due to Wood County, Ohio.

Exceptions to the minimum specifications must be listed on the "Substitution/Options" section of this proposal in order to be considered as part of the bid.

If the City of Perrysburg, Ohio, accepts this proposal,

Representative Name *

Jason Fritz

Entity Name *

Compass Minerals America Inc.

doing business as a

Type *

Corporation

organized under the laws of the State of

State *

Delaware

shall execute a contract with the City of Perrysburg, Ohio, no later than 10 days after the City provides notice of the contract award, unless the parties otherwise agree.

Bid Bond for Chemical, Material or Services

Proposals must be accompanied by an electronic bid bond in the amount of \$1,000 or have an electronic copy of a certified check, money order, cashier's check, or paper surety bond in the amount of \$1,000 attached in the required documents section. Bidder must provide the original document to the City of Perrysburg within three days of the bid opening if found to be the apparent low bidder.

Guarantee Method *

Certified Check/Money Order/
Cashier's Check/Paper Surety
Bond

Certified Check/Money Order/Cashier's Check/Paper Surety Bond

Confirmation *

I have provided a Cashier's Check, Certified Check, Money Order or Paper Surety Bond for \$1,000.

Required Document List for Chemicals, Materials, or Services

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Paper Surety Bond Electronic Copy of Paper Surety Bond	Omit if Electronic Bond or Check/Money Order Submitted	City of Perrysburg fy 2026 bid bond.pdf
Certified/Cashier's Check or Money Order Electronic Copy of Certified/Cashier's Check or Money Order	Omit if Electronic or Paper Surety Bond Submitted	I am not enclosing this document because the omission terms have been met.
2 Required Documents		

NONCOLLUSION AFFIDAVIT

STATE OF: *

Kansas

COUNTY OF: *

Johnson

Bid Identification *

2025 bulk De-Icing Salt

Bidder's Name *

Jason Fritz

, being first dually sworn, deposes and says that he is:

other

Enter response if "other" was selected

Manager Highway Sales

of (company name): *

Compass Minerals America Inc.

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further that said bidder has not, directly or indirectly submitted his bid price on any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: *

Jason Fritz

Title: *

Manager Highway Sales

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 72-2025

DATE: August 5, 2025



Subject Matter/Background

Through Resolution 60-2025, the City of Perrysburg authorized the award of a bid and agreement to Freedom Roofing, Windows and Siding, LLC (“Freedom Roofing”) to replace the roof on the MRE building.

Upon commencement of the project, Freedom Roofing found substantial unanticipated decking rust issues that need to be repaired or remediated prior to installing the new roof. If the decking is not repaired, the new roof will not have a warranty.

The overall cost of the additional materials and labor is unknown, but it is anticipated to exceed the initially approved contingency (\$20,766.00).

This Resolution would increase the authorized contingency amount to Fifty Thousand Seven Hundred Sixty-Six Dollar and Zero Cents (\$50,766.00), an increase of Thirty Thousand Dollars and Zero Cents (\$30,000.00). With the increased contingency, the total cost of the project is not to exceed Two Hundred Sixty Thousand Dollars and Zero Cents (\$260,000.00).

Financial Review

Account: 4403-11755-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate, to ensure timely completion of the project.

RESOLUTION 72-2025

A RESOLUTION AMENDING THE AGREEMENT WITH FREEDOM ROOFING, WINDOWS AND SIDING LLC, FOR THE MRE ROOF REPLACEMENT, TO AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$260,000.00); AND DECLARING AN EMERGENCY

WHEREAS, through Resolution 60-2025, the City of Perrysburg authorized the award of a bid and agreement to Freedom Roofing, Windows and Siding, LLC ("Freedom Roofing") to replace the roof on the MRE building; and,

WHEREAS, Freedom Roofing provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and,

WHEREAS, Resolution 60-2025 authorized an agreement for the cost of the project (\$209,234.00), and a contingency (\$20,766.00), for a total amount not to exceed Two Hundred Thirty Thousand Dollars and Zero Cents (\$230,000.00); and,

WHEREAS, upon commencement of the project, Freedom Roofing found substantial unanticipated decking rust issues that need to be repaired or remediated prior to installing the new roof; and,

WHEREAS, the additional materials and labor necessary to repair and remediate the decking issues may exceed the initially approved contingency amount and therefore the Department of Public Service is requesting the contingency amount be increased from Twenty Thousand Seven Hundred Sixty-Six Dollar and Zero Cents (\$20,766.00) to Fifty Thousand Seven Hundred Sixty-Six Dollar and Zero Cents (\$50,766.00), an increase of Thirty Thousand Dollars and Zero Cents (\$30,000.00); and,

WHEREAS, with the increased contingency, the total cost of the project is not to exceed Two Hundred Sixty Thousand Dollars and Zero Cents (\$260,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. City Council hereby authorizes the increased contingency amount and authorizes the Mayor and Director of Finance to approve all change orders considered necessary to this project in an amount not to exceed Fifty Thousand Seven Hundred Sixty-Six Dollar and Zero Cents (\$50,766.00), for a total project

amount not to exceed Two Hundred Sixty Thousand Dollars and Zero Cents (\$260,000.00).

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to ensure timely completion of the project, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR