



**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**COUNCIL CHAMBERS**  
**MONDAY, OCTOBER 6, 2025, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Kathy Resler Chambliss, Together Church  
*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Approval of Minutes**  
From September 15, 2025, Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
- 8) Public Comment on Agenda Items**  
*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*
- 9) Presentations and Proclamations**
  - a) Presentations
    1. Strategic Plan Quarterly Report
  - b) Proclamations
    1. Extra Mile Day
- 10) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 11) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 12) Budget Amendments**
- 13) Consent Agenda**  
*All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.*
  - a) For Appreciation to Gregory King for His Service as a Member of the Economic Development Corporation/Brownfield Development Authority
  - b) For Appreciation to Karen Francois for Her Service as a Member of the Tree Commission

- c) For Appreciation to Mary Francois for Her Service as a Member of the Historical Commission

**14) Resolutions**

- a) To Approve the Amended Bylaws of the Wyoming Tree Commission
- b) To Accept the Federal Emergency Management Agency's (FEMA) Assistance to Firefighters Grant

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

- a) For the Purchase of Extrication Equipment
- b) To Accept a Proposal for Professional Services for the Marquette Park Phase 1 Redevelopment
- c) To Accept Change Notice #1 for the Information Technology Improvement Plan
- d) For IT Staff Augmentation Continuance
- e) To Concur with the Purchase of Cradlepoint Routers and to Authorize Future Purchase of Cradlepoint Routers
- f) For the Purchase and Installation of a Replacement Transaction Drawer for the Treasurer's Department
- g) For the Purchase of a Graphics Printer/Cutter and Production Equipment
- h) For the Purchase of Two Trailer-Mounted Lighted Arrow Boards
- i) To Accept a Proposal for Drain Line Repair
- j) To Extend the Bid for Large Diameter Sanitary Sewer Inspection and Assessment
- k) For Award of Bids
  - 1. WWTP Main Building Coating Project

**16) Ordinances**

**17) Informational Material**

**18) Acknowledgment of Visitors**

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

**19) Closed Session (as necessary)**

**20) Adjournment**

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

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

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



# Strategic Plan Quarterly Update (Q3-2025)

As of the end of September 2025, the Wyoming Strategic Plan was approximately **52% complete** (5% increase since last update) with progress underway, nearing completion, or complete on the vast majority (94%) of the outlined Objectives. Under the umbrella of the 3 City Pillars of **Community, Safety** and **Stewardship**, the Strategic Plan outlines 9 Goals with 34 underlying Objectives, each with their own respective set of Tasks and Steps.

Below is a summary of **notable accomplishments** within each Goal that have occurred since the last quarterly update.

**GOAL - Strengthen community relations and Wyoming’s sense of identity** (2026 Completion Target - 56% Overall Progress)

- A new website vendor will be recommended to City Council in November, and city staff are ready to begin the implementation process upon approval.
- Design for the newly-branded City facility and parks signs are finalized and scheduled to be installed in early 2026.
- City vehicles and street signs continue to be updated with new branding.

**GOAL - Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life** (2027 Completion Target - 49% Overall Progress)

- 28th Street pedestrian bridge and trail system ribbon-cutting ceremony was held on September 27, 2025.
- In addition to Corewell Health and Benteler Automotive, Gelock has been approved by City Council for construction on Site 36.
- The Godwin Mercado ribbon-cutting ceremony was held on August 16, 2025.

**GOAL - Enhance community engagement and recreational opportunities for our residents** (2026 Completion Target - 85% Overall Progress)

- Pickleball courts will be replaced annually in coordination with the capital improvement plan. Lemery Park, Jackson Park, and Lamar Park will be completed.

Overall Plan Status

52% Complete



34 Objectives



<div></div> Nearing Completion	8 Objectives (24%)
<div></div> Underway	19 Objectives (56%)
<div></div> Complete	5 Objectives (15%)
<div></div> Not Started	2 Objectives (6%)

**GOAL - Encourage more affordable housing in the City**

(2027 Completion Target - 27% Overall Progress)

- Staff started collecting data for the Housing Needs Analysis, pulling information from the American Community Survey and various city data sources to begin a comprehensive review.
- City Council approved a new PILOT and MSA for a \$5.5M reinvestment in the Pinery Park Apartments, one of the City's most affordable housing developments.

**GOAL - Implement and adopt more proactive public**

**safety initiatives** (2028 Completion Target - 56% Overall Progress)

- In collaboration with other Kent County local units of government and GVSU, the City is updating the deer population survey, with recommendations expected in spring 2026.

**GOAL - Strengthen and maintain the strong financial**

**position of the City** (2029 Completion Target - 50% Overall Progress)

- City fund balance evaluation was completed and the fund balance review booklet was shared with the City Council. The booklet will be refreshed after each audit.
- City continues to develop and implement a communication strategy around a millage renewal ballot proposal using the new Wyoming Record digital newsletter to better inform residents.

**GOAL - Enhance the efficiency and effectiveness of City operations** (2029 Completion Target - 61% Overall Progress)

- The City recently received a draft organizational assessment report on the Finance Department from Plante Moran. The City will review the recommendations and determine an action plan.
- Millage consolidation scenarios are being prepared for City Council and will be presented in November. During the November presentation, the strategy for renewal and/or consolidation will be further defined.
- An architect has completed draft plans for the renovation of Public Works building.
- City recently updated its Efficiency Log to better track examples of cost and labor savings throughout the year.

## GOAL - Improve City infrastructure and service reliability

(2030 Completion Target - 42% Overall Progress)

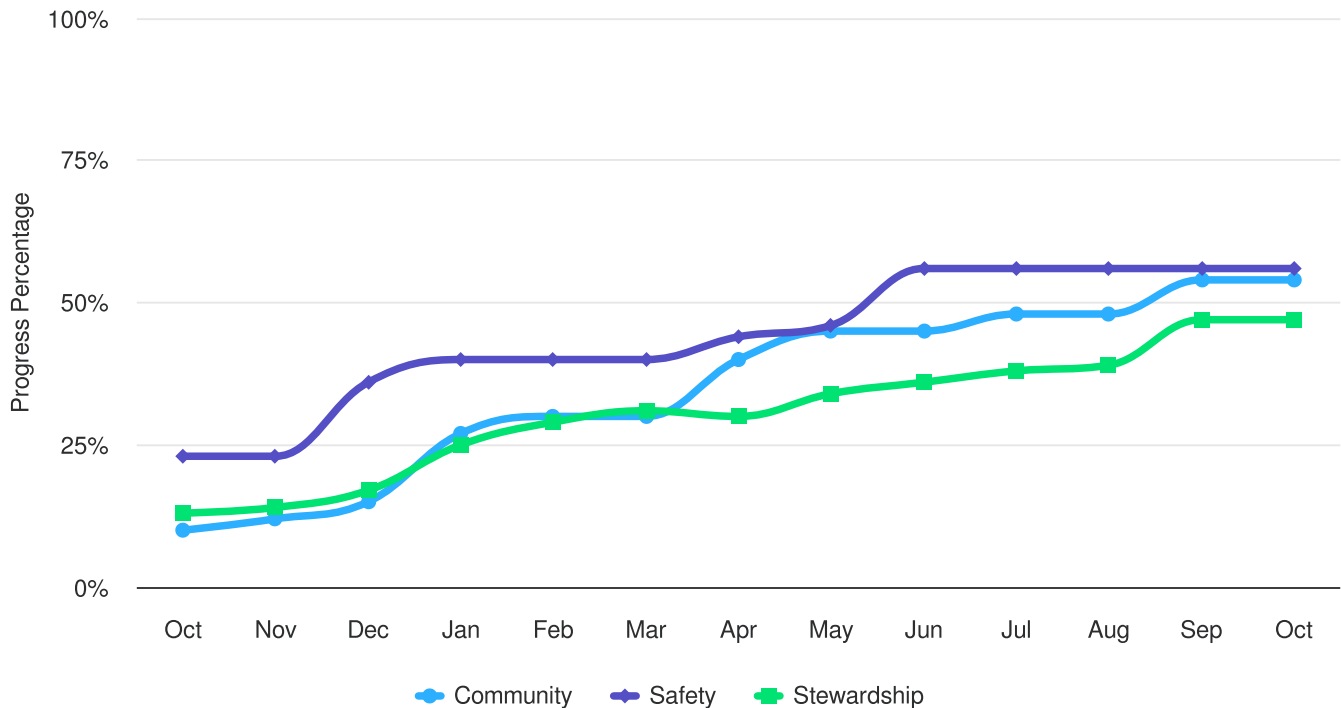
- The City met with design engineers for the second water intake to discuss timelines, probable cost estimates, discuss necessary permits, and neighborhood impacts.
- Surge Suppression System bid has been awarded. Construction on all four phases of the project is underway. Notice of intent for bonds was issued on September 2, 2025.

## GOAL - Attract, train and retain a talented workforce

(2028 Completion Target - 34% Overall Progress)

- Multiple City department representatives conducted mock interviews at City Hall for a group of local high school students.
- Pontifex has provided preliminary reports on the City-wide wage and classification study. Human Resources is currently reviewing and developing recommendations.
- IT and HR are working on an assessment survey for staff to measure their use and proficiency of various software and technologies. Results of the assessment

## Pillars Progress Over Time



# Pillars

Welcome friends! If you're curious about how the City of Wyoming is progressing on all of our Strategic Plan initiatives, you've come to the right place! Click on the Community, Safety and Stewardship Pillars below to see how we're progressing on each Goal, and their underlying Objectives. The [Pillars](#), [Goals](#) and [Objectives](#) are all clickable, so feel free to explore each of them to learn more about what actions are taking place to further/complete the plan's initiatives for the betterment of our great city!



## Community

Overall Progress

**54%**



Goals

**4**



## Safety

Overall Progress

**56%**



Goals

**1**



## Stewardship

Overall Progress

**47%**



Goals

**4**

## ***PROCLAMATION***

### ***RECOGNITION OF EXTRA MILE DAY***

***November 1, 2025***

***WHEREAS***, the City of Wyoming is a community that acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

***WHEREAS***, the City of Wyoming is a community that encourages its citizens to maximize their personal contributions to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

***WHEREAS***, the City of Wyoming is a community that chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community ; and

***WHEREAS***, the City of Wyoming acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in American and is proud to support “Extra Mile Day” on November 1, 2025; and

***NOW, THEREFORE***, I, Kent Vanderwood, Mayor of the City of Wyoming, Michigan do hereby proclaim November 1, 2025, to be

### ***EXTRA MILE DAY***

*in the City of Wyoming and urge each individual in the community to take time on this day to not only “go the extra mile” in their own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.*

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**KENT VANDERWOOD, MAYOR**  
**City of Wyoming, Michigan**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO GREGORY KING FOR HIS SERVICE  
AS A MEMBER OF THE ECONOMIC DEVELOPMENT CORPORATION/BROWNFIELD  
REDEVELOPMENT AUTHORITY OF THE CITY OF WYOMING

WHEREAS:

1. Gregory King has served faithfully and effectively as a member of the Economic Development Corporation/Brownfield Redevelopment Authority since 2020.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Gregory King for his dedicated service as a member of the Economic Development Corporation/Brownfield Redevelopment Authority.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_



RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO KAREN FRANCOIS FOR HER SERVICE  
AS A MEMBER OF THE TREE COMMISSION OF THE CITY OF WYOMING

WHEREAS:

1. Karen Francois has served faithfully and effectively as a member of the Tree Commission since 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Karen Francois for her dedicated service as a member of the Tree Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO MARY FRANCOIS FOR HER SERVICE  
AS A MEMBER OF THE HISTORICAL COMMISSION  
OF THE CITY OF WYOMING

WHEREAS:

1. Mary Francois has served faithfully and effectively as a member of the Historical Commission since 2024.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Mary Francois for her dedicated service as a member of the Historical Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE THE AMENDED BYLAWS OF THE  
WYOMING TREE COMMISSION

WHEREAS:

1. The Wyoming Tree Commission worked with city staff to review and revise its bylaws.
2. The Wyoming Tree Commission approved the amended bylaws at its meeting on October 4, 2024.
3. The City Council approved Ordinance 13-24 to provide for the continuation of the Wyoming Tree Commission on November 18, 2024.
4. It is necessary for the City Council to approve the bylaws of the Wyoming Tree Commission.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The amended bylaws of the Wyoming Tree Commission are approved by the Wyoming City Council.
2. The amended bylaws are now in effect and will remain in effect until further amendments are deemed necessary.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:

Staff Report

Amended Bylaws

Resolution No. \_\_\_\_\_

## STAFF REPORT

**Date:** September 23, 2025

**Subject:** Wyoming Tree Commission – Amended Bylaws

**From:** Kelli A. VandenBerg, City Clerk

**Meeting Date:** October 6, 2025

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### RECOMMENDATION:

It is recommended that the City Council approve the amended and restated bylaws of the Wyoming Tree Commission.

### ALIGNMENT WITH THE STRATEGIC PLAN:

- PILLAR – Community
  - GOAL 3 – Enhance Community Engagement and Recreational Opportunities

### DISCUSSION:

The Wyoming Tree Commission is an advisory body of the city. The purpose, powers, and membership, as well as administrative and financial structure is established in the city code. In 2024, the Tree Commission amended its bylaws and City Council amended the corresponding ordinance. However, it was discovered during our 2025 materials audit of the city's board and commissions that the final version of the Tree Commission bylaws was never approved by the City Council, as required by the city code. With council approval of the bylaws, we will have all necessary documents in place for this board.

### BUDGET IMPACT:

None.

# **RESTATED BYLAWS OF THE WYOMING TREE COMMISSION**

## **ARTICLE I – NAME**

The name of the body is the Wyoming Tree Commission.

## **ARTICLE II – PURPOSES AND POWERS**

**2.1.** The purpose of the tree commission, as provided in Wyoming City Code section 2-501, is to educate and advise the Wyoming city council, city departments, and others regarding the benefits of trees (some of which are also expressed in City Code section 2-501) and ways and opportunities to maintain and increase the numbers and health of trees within city.

**2.2.** The tree commission shall have the following charge and authority as provided in Wyoming City Code section 2-501:

1. To gather and present information to city departments and others regarding funding and other assistance available to maintain and improve the numbers of and health of trees in the community.
2. To advise the city council and city departments regarding and, when requested, prepare plans for planting, trimming, removing, replacing, and/or relocating trees in city-owned or other public spaces.
3. When requested by others, to advise them regarding planting or replacing trees on property they own and regarding available funding and other assistance for such efforts.
4. To recommend to the city council and/or city manager, depending upon their amounts, contracts to further the purposes expressed in this section.
5. To undertake such other tasks and efforts as may from time-to-time be directed by the city council or requested by the city manager.

## **ARTICLE III – MEMBERS**

**3.1.** The tree commission shall consist of the 5 to 7 members appointed by the Wyoming mayor with the consent of the city council.

**3.2** Tree commissioners' terms of office shall be as provided in Wyoming City Code section 2-502.

**3.3.** Tree commissioners shall take an oath of office administered by the Wyoming city clerk.

**3.4.** A city council member designated by the mayor and a city staff member designated by the city manager shall be liaisons between the tree commission and the city council and city staff, respectively, who shall be invited to attend all tree commission meetings.

**3.5.** Tree commissioners shall receive no compensation, other than the reimbursement of reasonable expenses in accordance with Wyoming city procedures.

## **ARTICLE IV – OFFICERS**

**4.1.** Election of officers shall be held by members of the tree commission at the first meeting of each fiscal year (*i.e.*, after July 1) by a majority of those members present.

**4.2.** Tree commission officers shall be a chair, vice-chair, and secretary, who shall hold office for one year or until their successors are appointed and qualified.

**4.3.** The chair shall preside over tree commission meetings. The chair shall develop in coordination with the city staff liaison designated by the city manager and present the agenda for meetings.

**4.4.** The vice-chair shall perform those duties and exercise those powers of the chair when the chair is unavailable or otherwise precluded from acting as chair.

**4.5.** The secretary shall be responsible for the tree commission's official communications, give notices as required in these by-laws or City Code, and perform such other duties as may be designated by the tree commission. The secretary shall be responsible for taking, providing to the tree commission for approval,



and keeping minutes. If acceptable to the tree commission and to the city manager, the city staff member liaison may perform some or all the functions of the secretary, except for signing the minutes after approval.

4.6. A tree commission officer may be removed from office by a majority of members of the tree commission.

4.7. Unless otherwise required by law or designated in a tree commission resolution, when signatures on behalf of the tree commission are required on a document any officer may sign the document on its behalf.

## **ARTICLE V – MEETINGS AND RECORDS**

5.1. Regular meetings of the tree commission shall be held at a time and place designated annually by a resolution of the Wyoming city council. Special meetings shall be held when requested by the chair of the tree commission, any two tree commissioners, or the city manager. Meetings may be rescheduled by motion approved by the tree commission at a regular or special meeting. All meetings shall be scheduled, noticed and held in compliance with the Opening Meetings Act, 1976 PA 267.

5.2. A quorum shall consist of a majority of the members of the tree commission.

5.3. The tree commission may hold virtual meetings to the extent and in the manner allowed under the open meetings act. To the extent and in the manner provided by law, the tree commission may allow one or more members or others to remotely attend and participate in a meeting.

5.4. Tree commission records are subject to the freedom of information act, 1976 PA 442, MCL 15.231 *et seq.*

## **ARTICLE VI – PROCEDURES**

6.1. The following rules apply to tree commission discussions, motions, and debates.

A. A tree commissioner wishing to speak shall address the chair and wait to speak until recognized by the chair. When two or more commissioners address the chair at about the same time, the chair shall designate by recognition, the first speaker.

B. When a motion has been made, the chair shall immediately seek support. Any tree commissioner, including the chair, may make or second a motion.

C. When a motion has been made and seconded, unless it is an undebatable motion, the chair shall allow debate.

D. Undebatable motions include motions (i) to adjourn, (ii) to table a matter<sup>1</sup>, (iii) to remove a matter from the table, and (iv) to reconsider a prior motion.

E. Debate shall be addressed to the tree commission, not to the audience. The chair shall moderate and guide the debate to ensure decorum, to ensure every commissioner desiring to speak has an opportunity to do so, and to avoid any commissioner's over-dominance of the time for debate. While they may express passion or emotion, commissioners should be respectful and cordial in debate, focusing on the merits of the issue, not on persons or personalities. Commissioners should respectfully listen to and consider positions stated by other commissioners.

F. When (i) the chair believes the debate has ended, (ii) the chair determines that further debate is unlikely to change any commissioner's vote on an issue, or (iii) a commissioner asks for the question to be called, the chair shall ask if further debate is meritorious and call for a vote. The chair may call for a vote even one or more commissioners (but not a majority of those present) objects.

G. If deemed helpful, the chair or any commissioner may seek or make a motion to divide a question so that distinct questions within an issue can be separately voted on. Before considering a divided question, the chair shall consult with the city staff liaison to determine whether dividing a question raises financial, legal, or other concerns.

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<sup>1</sup> That is a motion to lay the matter on the table until a subsequent motion (at the same or another meeting) is made to remove it from the table. It is distinguished from a motion to postpone that states the time, meeting, or circumstance for it to again be considered.



H. If acceptable to the chair, a motion may be withdrawn or modified with the consent of the maker of the motion and the commissioner seconding it. Otherwise, a motion can be modified by adoption of motion amending it. A motion to amend any motion must be voted on before voting on the motion it is amending.

I. To avoid being mired by multiple motions to amend the chair may, if no commissioner objects, state a motion that, based on the chair's understanding of the discussion seems to capture the intent of a majority of the commission, provided the person taking the minutes can clearly state the motion to the satisfaction of the tree commission so it is clear to all commissioners what action will be taken by the vote.

J. To ensure compliance with applicable law, during a meeting, commissioners must not communicate with other persons by text message, email, or other means inaudible or inaccessible to others.

**6.2.** A commissioner who voted with the prevailing side on any motion may move for its reconsideration at the same or the next succeeding tree commission meeting, but no question shall be reconsidered without the consent of a majority of tree commissioners.

**6.3.** A motion to suspend the rules may be made at any time when no question is pending, or, if it is for a purpose connected with the question, while a question is pending. Suspension of the rules may be accomplished by a majority vote of city council members present.

**6.4.** Comment from members of the public may be submitted in writing or made in person during a tree commission meeting as follows:

A. Written comments may be submitted by mail or e-mail addressed to the Wyoming Tree Commission c/o Wyoming City Manager:

1. Via U.S. Mail or other delivery service to: 1155 208<sup>th</sup> St SW, Wyoming, MI 49509-0905.

2. Via e-mail to: [citymanager@wyomingmi.gov](mailto:citymanager@wyomingmi.gov).

3. Via the city's website: <https://www.wyomingmi.gov/Contact>.

B. During a meeting persons may address the tree commission during the public comment period(s) designated on the meeting agenda.

C. Requirements for spoken comments:

1. All comments must be addressed to the tree commission. Speakers must refrain from addressing an audience or recording device.

2. Speakers will be limited to a single 3-minute presentation. Additional information may be presented in writing. When a single spokesperson is speaking for a group of persons, the chair may, in the discretion of the chair, allow that individual additional speaking time in lieu of having multiple persons speak.

3. Signs, banners, and other visual displays are not allowed during meetings, except by prior arrangement. Visual displays that are only statements generally will not be allowed. Visual displays that are depictions of data, photos or videos of scenes or events, or otherwise aid in understanding may be used by prior arrangement. If allowed by prior arrangement, they must be placed in a manner for viewing by all present or provided in a form to connect to the visual display system in the meeting room.

4. Persons addressing the tree commission should not expect any dialog or debate. Public participation periods are times for providing information and views to the tree commission.

5. However, the meeting chair may request city staff to respond to specific issues, to collect additional information for follow-up, to clarify information, or direct other action as the chair, in the chair's discretion, deems appropriate.

6. All spoken comments must be made at the podium or other place designated and use the microphone if one is provided.

7. Comments must be made by individuals speaking one at a time (except when the speaker requires assistance). Speakers may freely express passion and emotion. However, comments must be



respectful of tree commissioners and others. Personal attacks, cursing or coarse language, inappropriately excessive volume, threats, and defamatory comments will be out of order.

8. If speakers agree with statements made by earlier speakers, they are encouraged to express their agreement without repeating comments already made. The chair may respectfully interrupt or curtail unduly repetitive comments.

D. Applause, cheering, booing, catcalls, whistling, and other disruptive noise will be out of order and those engaging in or encouraging such conduct will be escorted from the meeting.

E. Talking on a cell phone, or rings or other audible alerts from a cell phone or other electronic device, are disruptive and will be deemed out of order. Those possessing or using such devices so as to be audible to others at a meeting will be escorted away from the place of the meeting.

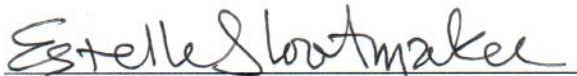
F. The chair, in the chair's discretion, or at the request of the tree commission, may terminate or limit public participation portions of meetings in order to attend to other items on the agenda or to adjourn at a reasonable time. Such discretion should be exercised with care to ensure members of the public have reasonable opportunities to address the tree commission.

G. The tree commission will make special accommodations to ensure all persons have access to and can fully communicate at its meetings in accordance with these bylaws and other applicable laws and policies. Requests for such accommodations including language interpretation services or other accommodations can be made to the city manager's office.

#### **ARTICLE XI – AMENDMENT OF THE BYLAWS**

Any amendments to these bylaws must be (i) adopted by a majority of the members of the tree commission, (ii) approved by the Wyoming city council, and (iii) comply with all applicable Wyoming City Charter and City Code provisions.

Adopted by the Wyoming Tree Commission on October 9, 2024.

  
Chair

  
Secretary

I certify these Restated Bylaws of the Wyoming Tree Commission were approved by the City Council of City of Wyoming on October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 2025

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
ASSISTANCE TO FIREFIGHTERS GRANT.

WHEREAS:

1. The Fire Department applied for and received a grant through the Federal Emergency Management Agency (FEMA) Assistance to Firefighter Grant (AFG) in the amount of \$150,149.86.
2. The City of Wyoming will agree to provide matching funds in the amount of \$15,104.99.
3. The grant funds will be used to purchase wellness and fitness equipment along with using outside subject matter experts (SME) to create a formal fitness and injury prevention program.
4. Acceptance of the grant requires the City to submit semi-annual financial and performance reports to FEMA, Firefighters Grant (AFG).
5. It is recommended the City Council accept FEMA's Assistance to Firefighters Grant in the amount of \$150,149.86.
6. The matching funding will be distributed from funding sources within the Fire Budget: 205-336-33900-984.000.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council does hereby accept the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) in the amount of \$150,149.86.
2. The City Council approves the required payment of 10% matching funds in the amount of \$15,104.99.
3. The City Council approves the attached budget amendment.
4. The City Council does hereby authorize Chief Dennis Van Tassell to serve as Program Director.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:

Staff Report

Resolution No. \_\_\_\_\_

## **STAFF REPORT**

**Date:** September 24, 2025  
**Subject:** Acceptance of FEMA AFG Grant Funds for a Wellness and Fitness Program  
**From:** Dennis Van Tassell, Fire Chief  
**CC:** Kim Koster - Public Safety Chief  
Kip Snyder – Deputy Public Safety Chief  
**Meeting Date:** October 6, 2025

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### **RECOMMENDATION:**

It is recommended City Council accept a grant from the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) program. The grant funds will be used to purchase wellness and fitness equipment along with using outside subject matter experts (SME) to create a formal fitness and injury prevention program. The total grant package is \$165,164.85

### **ALIGNMENT WITH STRATEGIC PLAN:**

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

### **DISCUSSION:**

The City of Wyoming Fire Department wrote a grant to purchase wellness and fitness equipment for its' four fire stations. In addition, the grant is intended to provide SME's to create individualized programs and develop an injury prevention program. The Fire Department will create a wellness and fitness initiative that meets NFPA standards, will help personnel return from injuries quicker, decrease costs associated with injuries, improve health and wellness for all employees, and ensure better efficiency and effectiveness at emergency scenes. Data suggests that the return on investment in wellness and fitness is 3:1 and will have a long-term budgetary impact.

An enhanced component of the wellness and fitness program is utilizing a third-party occupational rehabilitation trainer to work with department members. We would incorporate a fifteen-hour per week crew rotation to develop complete fitness assessments on our members and proactively mitigate injuries before and after incidents. The associated wellness initiatives will allow members to take information obtained from the assessments and work with subject matter experts to create custom programs to be done on, and off duty. These programs will utilize SMART goals and ensure they are developed to enhance effectiveness and efficiency of the personnel. There is a plan in place to incorporate the occupational fitness component between an initial injury and any follow-up appointments to expediate healing and reduce lost work time and reducing costs to the City. After one year, an evaluation will be completed to determine if this component will be retained. The department has three personnel who have had formal training in peer fitness training through the IAFF Peer Fitness Training and O2X Performance Training. They will be incorporated into the program to assist the rehabilitation trainer to develop the training program.

The grant will also fund the purchase of exercise equipment to ensure all four stations have adequate fitness equipment to meet the department goals. Funding will purchase commercial gym quality equipment and will consist of Treadmills, Stair steppers, dumbbell sets and rack systems, bikes, benches, bands, medicine balls, sleds, ropes, kettle bells, cable crossover machines, and various adjuncts. The equipment was recommended by a fitness trainer and was approved by personnel. The equipment requested, valued at \$98,864.85, will be utilized appropriately to enhance aerobic and anaerobic activities that are required at emergency scenes.

Wellness and fitness initiatives have a three-tiered approach. These three areas consist of annual physicals that identify potential problems, fitness programs that can potentially reduce problems, and mental health support. The Department currently budgets for annual physicals and has mental health support following NFPA standards. The grant funding targets the third tier. The fitness and wellness program will include the following: a physical, assessment by a third-party fitness subject matter expert, orientation on the equipment in the department gym, SMART goal measuring and evaluation, and peer support. This initiative coincides with the policies already set within the department including personnel early warning system, employee assistance after critical incidents, light duty, peer support team, physical exams/fit for duty, protective equipment, post incident analysis, and the wellness program.

#### **BUDGET IMPACT:**

The City of Wyoming is responsible to match 10% of the money granted. The grant money received through FEMA totals \$150,149.86. The City of Wyoming must match \$15,104.99 to receive total funding. The total grant process is \$165,164.85. Funds are budgeted in account number 205-336-33900-984.000 Capital Outlay Equipment. A budget amendment will be necessary.

# CITY OF WYOMING BUDGET AMENDMENT

**Date: October 6, 2025**

**Budget Amendment No. 004**

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$150,150 of budgetary authority to provide funding for wellness and fitness equipment and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Public Safety Fund</u></b>				
Federal Grant FEMA				
205-529.000	\$ -	\$ 150,150.00	\$ -	\$ 150,150.00
Fire - Fighting - Capital Outlay Equipment				
205-336-33900-984.000	\$ 203,200.00	\$ 150,150.00	\$ -	\$ 353,350.00
Fund Balance/Working Capital (Fund 205)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: \_\_\_\_\_

Senior Accountant

City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2025-2026 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

City Clerk



RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR THE PURCHASE OF EXTRICATION EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from MI Rescue Resources LLC for the purchase of extrication equipment in the total amount of \$76,972.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of extrication equipment.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Quotation

Resolution No. \_\_\_\_\_

## **STAFF REPORT**

**Date:** September 16, 2025  
**Subject:** Extrication Equipment  
**From:** Dennis Van Tassell, Fire Chief  
**CC:** Kim Koster - Public Safety Chief  
Kip Snyder – Deputy Public Safety Chief  
**Meeting Date:** October 6, 2025

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### **RECOMMENDATION:**

It is recommended that City Council approve the purchase of two full sets of battery powered extrication equipment and one (1) combination tool from MI Rescue Resources LLC. The overall cost of the equipment is \$76,972.00.

### **ALIGNMENT WITH STRATEGIC PLAN:**

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

### **DISCUSSION:**

These tools will complement another battery powered system the department has in service. This system was chosen due to the speed of deployment along with the compatibility to the current battery and charging system utilized by Fire. If any issues arise, the batteries are interchangeable with the battery powered equipment in use by the department today. MI Rescue Resources LLC is the sole vendor for the State of Michigan for this specific system.

One set will replace a corded gas generator system that was manufactured in 2012. This outdated system does not have the capability to conduct extrication on some modern automobiles and the stronger metals currently in use. In addition, the annual maintenance and parts acquisition for any damaged equipment is getting increasingly difficult to find. The current vendor no longer wants the gas-powered system for trade in, since it has no value. The second battery powered set and combination tool will be

placed at the newly opened Burton St. Station. This will allow immediate response to our high speed, high traffic corridors of Chicago Drive, I 196, and U.S. 131.

**BUDGET IMPACT:**

Funds are budgeted in account number 205-336-33900-984.000 Firefighting Capital Outlay. There was no bid for this equipment.

Attachment(s):

Contract

Quote

Sole Source Letter

# CITY OF WYOMING

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

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

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

Contractor means:

MI Rescue Resources  
(Name of contracting entity)  
A Michigan LLC  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
4298 Farrel Rd  
(Contractor's street address)  
Hastings MI 49058  
(Contractor's city, state & zip)

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

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

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

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

Work means the services described and specified the Proposal.

### TERMS AND CONDITIONS

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

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

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.

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

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

City of Wyoming

By: John Shay, City Manager

Date signed:                     , 2025

Approved as to form:

Gregory T. Stremers, City Attorney

Heather Chapman  
Deputy City Attorney

Contractor:

By: Stephen Funk  
(Signature officer, director, or principal of Contractor)  
Stephen Funk President  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 9/21, 2025

# MI Rescue Resources LLC

Sales Representative: Steve Funk

4298 Farrel Rd • Hastings, MI 49058 • 269.838.1930

EMAIL: [michigangenesis@gmail.com](mailto:michigangenesis@gmail.com)

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September 16<sup>th</sup>, 2025

BC Bryan Butcher  
Wyoming Fire Department  
1250 36<sup>th</sup> St.,  
Wyoming, MI 49509  
[Bryan.butcher@wyomingmi.gov](mailto:Bryan.butcher@wyomingmi.gov)

Sir,

Rescue Resources hereby submits the following quote for Genesis Rescue Systems equipment from American Rescue Technology.

**Two (2) - Genesis SC-240-SL3 EFORCE 3.0 Smooth Cut with Standard blades**

**\$14,283.00 ea.**

- Two (2) batteries and one (1) charger per unit
- Length-39.1in.; Width-10.2in.; Depth-9.5in.
- N.F.P.A. 1936 Compliant with ratings of A8-B9-C8-D9-E9-F4
- 8.3 in. opening and 236,000 lbs. cutting force, weighs only 51.8 lbs.
- Cutter blades made of forged steel.
- P/N: ART.110.215.0

**Two (2) – Genesis S49-SL3 EFORCE 3.0 Spreader**

**\$16,083.00 ea.**

- Two (2) batteries and one (1) charger per unit
- Length-38.7in.; Width-11.1in.; Depth-9.5in.
- N.F.P.A. 1936 Compliant
- 28.1 in. opening, weights only 45.6 lbs., Pulling Distance-22 in.
- Lowest Spreading Force-11,475 LBF, Highest Spreading Force-17,100 LBF
- Lowest Pulling Force-6,750 LSF, Highest Pulling Force-12,150
- P/N: ART.109.173.6

**One (1) – Genesis 17c-SL3 EFORCE Brute Combination tool**

**\$15,840.00**

- Two (2) batteries and one (1) charger per unit.
- Spreading Distance-15.9 in.: Pulling Distance-16in.; Cutting Opening-13.2in.
- Length-37.6in.; Width-37.6in.; Depth-9.5in.; Weighs only 48.3lbs.
- Lowest Spreading Force-6,525 LBF; Highest Spreading Force-9,000 LBF
- Lowest Pulling Force-8,100 LBF; Highest Pulling Force-12,825 LBF
- N.F.P.A. 1936 Compliant rating of A7-B9-C7-D9-E9-F6
- P/N: ART.109.261.1

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## Genesis Rescue Tools

Sales • Service • Training

# MI Rescue Resources LLC

Sales Representative: Steve Funk

4298 Farrel Rd • Hastings, MI 49058 • 269.838.1930

EMAIL: [michigangenesis@gmail.com](mailto:michigangenesis@gmail.com)

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Subtotal  
SHIPPING  
TOTAL

\$76,572.00  
\$ 400.00  
\$76,972.00

## Free Extrication Tool Training:

- Three (3) hours – Hands on training included with the purchase of a full set of Genesis Extrication Tools.

Thank you for the opportunity to submit this quote. If you have any questions, I can be reached at 269.838.1930, 24/7. For further information on a full line of Genesis tools and training please visit the Genesis Tools website at <http://www.genesisrescue.com/html/batteryeys45.php>.

- Prices Good Through: September 31, 2025
- Delivery: 100 days or less normally for SL3
- Terms: 15 days
- F.O.B.: Kettering, Ohio
- Shipping estimated actual cost will be noted on the invoice

Thank you,  
Steve Funk

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## Genesis Rescue Tools

Sales • Service • Training





**GENESIS**  
RESCUE SYSTEMS

Genesis Rescue Systems  
2780 Culver Ave.  
Kettering, Ohio 45429  
Phone: 937.293.6240  
Fax: 937.293.7049

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Updated as of: 03/01/2025

To: Whom it may concern

Re: Rescue Resources Distributorship

I trust this letter finds you well. We appreciate the continued partnership with Rescue Resources as the sole authorized Dealer/Reseller in the state of Michigan with no restrictions.

This letter affirms your status as an authorized Dealer of Genesis Rescue Systems products, empowering you to distribute and sell our products with the confidence and trust associated with our brand.

Genesis Rescue Systems is committed to maintaining high standards of quality, service, and integrity, and we are confident that your business will continue to exemplify these values as our esteemed partner.

Sincerely,

Richard S. Michalo  
President  
Genesis Rescue Systems

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FOR PROFESSIONAL SERVICES  
FOR THE MARQUETTE PARK PHASE 1 REDEVELOPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from M.C. Smith Associates and Architectural Group Inc. d/b/a MCSA Group, Inc. to provide professional services for phase one of the Marquette Park redevelopment in the total estimated amount of \$179,977.50.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from M.C. Smith Associates and Architectural Group, Inc. d/b/a/ MCSA Group, Inc. to provide professional services for the Marquette Park Phase 1 redevelopment.
2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Rendering

Contract/Proposal

Resolution No. \_\_\_\_\_

## Staff Report

**Date:** September 24, 2025  
**Subject:** Marquette Park Phase 1 Redevelopment  
**From:** Krashawn Martin, Director of Parks and Recreation  
**Meeting Date:** October 6, 2025

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### **RECOMMENDATION:**

It is recommended City Council approve the proposal for professional services of MCSA Group, Inc. for the engineering and construction documents, EGLE Floodplain Permit application, assistance with bidding; and construction administration for Phase One of Marquette Park Improvements in the amount of \$179,977.50

### **ALIGNMENT WITH STRATEGIC PLAN:**

- PILLAR 2 – COMMUNITY
  - GOAL 3 – Enhance community engagement and recreational opportunities for our residents.

### **DISCUSSION:**

The Parks and Recreation Department manages almost 700 acres of parkland and natural resources and provides nearly 500 youth, adult, senior and family recreational programs. The park system was mostly developed between 1950 and 1970. Over the last 20 years, the city has made great investments in developing park properties, such as Ideal, Jackson, Ferrand, Oriole, Frog Hollow and Gezon Parks. These redeveloped parks and many others feature contemporary facilities with improved accessibility and amenities related to active and passive park usage.

The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. We strive to ensure each park has its own character and is developed based on resident input. To foster community well-being and social connections, leveraging our limited financial resources, our system has moved away from “pocket parks” to regional parks, with unique identities, serving all residents of the community.

Marquette Park is an approximately 40-acre parcel located at 1414 Nagel Avenue, encompassing Kimble Field, inclusive of portions of Plaster Creek. Much of the property

is part of the floodplain. The park is nestled in a culturally diverse, densely populated residential area immediately to its south and eastern borders with adjacent to industrial properties to the north and west. The park's current development is considered outdated and needs to be updated to address the evolving needs of the City and the immediate neighborhood.

In 2021, a masterplan was developed for Marquette Park based on input received in a series of community meetings, surveys, and public engagements. The new development will feature natural trails, improvements along Plaster Creek, an expansion of the Wyoming Dog Park, restroom building, shelter and sledding hill.

The next step is to engage with MCSA Group, Inc to develop engineering and construction documents, EGLE Floodplain Permit application, assistance with bidding; and construction administration for Phase One of Marquette Park

**BUDGET IMPACT:**

Funds are budgeted in account number 208-751-75600-975.122

Attachments:

Rendering

Contract

# CITY OF WYOMING

## PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN  
(OVER \$8,500)  
(No RFP)

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

*City* means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509.

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

*Effective Date* means August 19, 2025.

*Professional* means M.C. Smith Associates and Architectural Group, Inc. d/b/a MCSA Group, Inc. – a Michigan corporation

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

*Proposal* means Professional's proposal attached as Exhibit B.

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

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

### TERMS AND CONDITIONS

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

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

None.

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

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

#### **City of Wyoming**

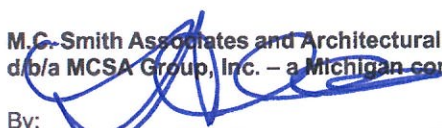
By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

  
\_\_\_\_\_  
Gregory T. Stremers, City Attorney

**M.C. Smith Associates and Architectural Group, Inc.  
d/b/a MCSA Group, Inc. – a Michigan corporation**

By:   
\_\_\_\_\_  
[Signature officer, director or principal of Professional]  
**MCSA Group, Inc.**  
\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 8.19, 2025

**EXHIBIT A**  
**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

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

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

2. Qualifications. Professional represents and promises that:

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

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

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

3. Nondiscrimination and Respect. City is committed to fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

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

B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

C. If Professional will engage with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Professional must use language assistance services in communications.

D. Professional certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.

G. Professional must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.

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

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

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

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

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

6. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at [Acct\\_Info@wyomingmi.gov](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.irs.gov](http://www.irs.gov)) before beginning the Services.

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

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

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

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

9. Records. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

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

11. Independent Contractor. Professional and Professional's personnel are wholly independent of City. None of them are or will be represented as City officers or employees. Professional is solely responsible for Professional's personnel's acts, omissions, and



statements and for compensation and benefits due Professional's personnel. Except for payment of the contract price, City has no responsibility to supervise, compensate, or insure Professional or Professional's personnel.

**12. Disputes/Remedies.** For all disputes under this contract:

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

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

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

**13. Professional Liability and Risk Allocation.**

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

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

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

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

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

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

**14. Insurance.**

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$2,000,000 Each Occurrence	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
\$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>PROFESSIONAL LIABILITY</b>	
Coverage is required for environmental consultant services. Amount required \$1,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

**15. General Terms.**

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

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

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

EXHIBIT B  
PROPOSAL



Landscape Architecture  
Park & Recreation Planning  
Architecture • Urban Design  
Sports Facility Planning

May 11, 2025

Krashawn Martin, CPRP  
Director of Parks and Recreation  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

**RE: Marquette Park Implementation**

Dear Krashawn,

Pursuant to our meeting, I want to provide you with this proposal for the Professional Services of MCSA Group, Inc. for the Engineering/ Construction Documents, EGLE Floodplain Permit Application, Assistance with Bidding; and Construction Administration for Phase One of Marquette Park Improvements. We understand the scope of the work to include the East Side of the park and Nagel Avenue as shown in the Marquette Park Master Plan and Cost Estimate. It is assumed that the Plaster Creek clean-up will be completed by the Plaster Creek Stewards. It is intended to bid the project in the fall/winter of 2025 for construction in the Spring of 2026.

The project team will include the following consultants:

Land Resources and Engineering (LRE) – Topographic Survey and Civil Engineering  
Structural, Mechanical, Electrical, and Plumbing by Matrix  
Architecture and Landscape Architecture by MCSA Group

Our services will include the following Work Tasks:

A. Design Development:

- Topographic Survey – LRE
- Geotechnical Investigation and Recommendations – Soils and Structures
- Review Old Plans/Utility Plans (Water, Storm and Electric) from City
- Update Phase One Improvements based upon Topographic Survey and verify Cost Estimate.
- Following the update we will meet to review with the city



Landscape Architecture  
Park & Recreation Planning  
Architecture • Urban Design  
Sports Facility Planning

Kreshawn Martin, CPRP  
Director of Parks and Recreation  
Page 2 of 3

#### B. Construction / Bid Documents

- Construction Plans
  - Existing Conditions/ Removals
  - Layout Plans
    - Site Layout Plans
    - Trails Layout Plan
    - Shelters Layout Plans
    - Dog Park Fencing Layout Plan
    - Walk Layout Plan
    - Nagel Avenue and Parking Layout Plan
- Grading and Drainage Plans – MCSA and LRE
  - Site Grading Plan
  - Wetland Grading Plan
  - Boardwalk and Trails Grading Plan
  - Shelter Grading and Drainage Plans
  - Sports Field/ Open Green Space Grading and Drainage Plan
  - Splashpad Grading Plan
  - Playground Grading and Drainage Plan
  - Walk Grading Plan
  - Parking Grading and Drainage Plan
- Site Utility Plans
  - Storm Sewer Plans and Details
  - Water Service Plans and Details
  - Sanitary Service Plans and Details
  - Electrical Service Plans and Details
    - Site Lighting
    - Restroom Electrical
- Architectural Plans and Details (Restroom Building) – MCSA
  - Foundation Plans and Details
  - Floor Plans



Landscape Architecture  
Park & Recreation Planning  
Architecture • Urban Design  
Sports Facility Planning

Kreshawn Martin, CPRP  
Director of Parks and Recreation  
Page 3 of 3

- Roof Plans and Details
    - Framing Plans and Details
    - Wall Sections and Details
    - Plumbing Plans and Details
    - HVAC Plans and Details
    - Electrical Plans and Details
  - Construction Details
    - Nagel Avenue and Parking Details
    - Dog Park Details
    - Crushed Stone Trail Details
    - Walk Details
    - Parking Details
    - Shelter Details
    - Site Amenities Details
  - Landscape Plans, Details and Irrigation
    - Native and Turf Grass Seeding and Plantings
    - Plant Materials and Details
    - Irrigation Plans and Details
  - Bid Proposal and Specifications
    - Invitation to Bid
    - Contract General Conditions
    - Contract Technical Specifications
    - Contractor Qualifications Questionnaire
    - Bid Proposal Form
    - City Forms
  - Review Meetings with City will be held at 30%, 60% and 90%.
- C. Bidding including
- Bid Documents Distribution including advertisement and plan room
  - Answer Questions





Landscape Architecture  
Park & Recreation Planning  
Architecture • Urban Design  
Sports Facility Planning

Kreshawn Martin, CPRP  
Director of Parks and Recreation  
Page 4 of 3

- Distribute Agenda
- Review Bids – Recommend Award

D. Construction Administration

- Pre-Construction Meeting
- Review Submittals and Shop Drawings
- Progress Meetings
- Construction Observation Field Reports
- Review and Certify Payment Applications
- Prepare Bulletins and Change Orders
- Prepare Punch List and Close Out Documents

Our professional fees for Phase One of Marquette Park Engineering/ Construction Documents, EGLE Floodplain Permit Application, Assistance with Bidding; and Construction Administration will be \$179,977.50. This includes our fees for the Topographic Survey, Geotechnical Investigation, and EGLE Permit Fees.

Topographic Survey	\$ 5,900.00
Geotechnical Investigation and Recommendations	\$ 6,877.50
Design Development and Construction Documents and Bidding	\$ 123,688.00
Construction Administration and Inspections	\$ 36,512.00
EGLE Permit Application and Fees	\$ 7,000.00

Thank you for the opportunity to submit this proposal and we look forward to continuing our relationship with the City of Wyoming. Let me know if you have any questions or need additional information concerning this proposal.

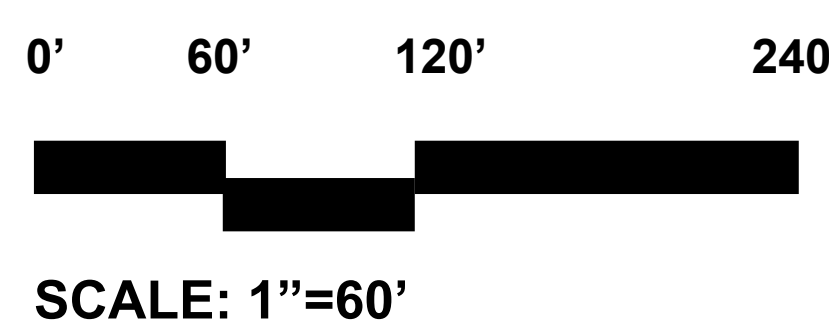
MCSA Group, Inc.

Tiffany Smith  
President





**FINAL PLAN**  
**MARQUETTE PARK - MASTER PLAN**  
 CITY OF WYOMING, MICHIGAN

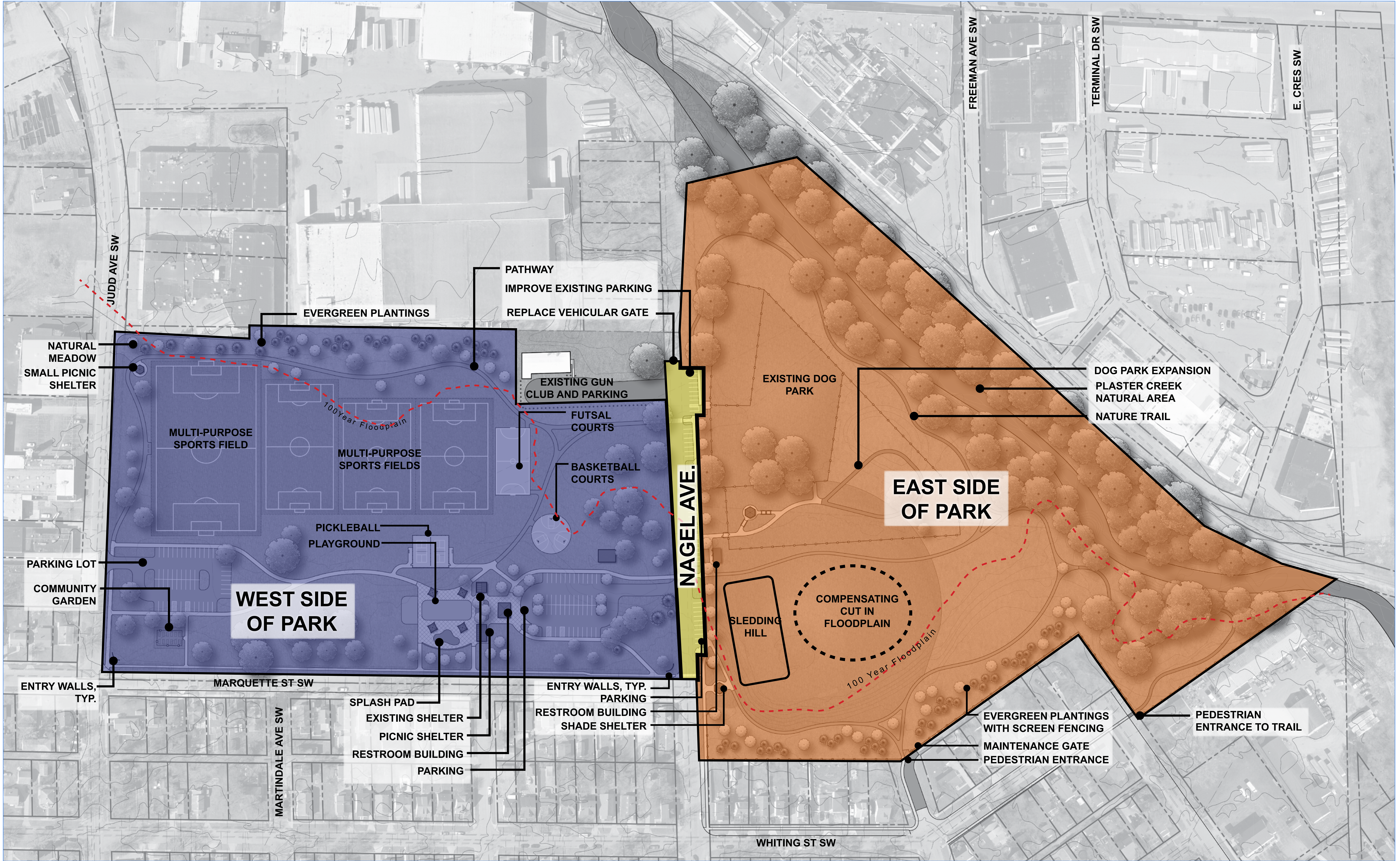


DATE  
11.04.2021

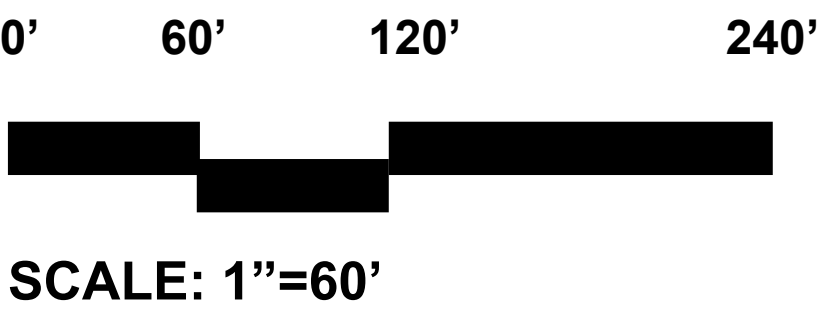
PROJECT NO.  
2129







**COST ESTIMATE AREA PLAN**  
**MARQUETTE PARK - MASTER PLAN**  
**CITY OF WYOMING, MICHIGAN**



DATE  
03.11.2022  
PROJECT NO.  
2129





RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT CHANGE NOTICE #1 FOR THE  
INFORMATION TECHNOLOGY IMPROVEMENT PLAN

WHEREAS:

1. On September 16, 2024, City Council adopted Resolution number 28180 approving a contract with Dewpoint to provide IT consulting services in support of the IT Department Improvement Plan.
2. As detailed in the attached staff report, it is recommended City Council accept Change Notice #1 for the remaining scope of engagement by shifting to a time-and-materials basis in the total estimated amount of \$60,750.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts Change Notice #1.
2. City Council authorizes the City Manager to sign Change Notice #1.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Change Notice #1

Resolution No. \_\_\_\_\_

## STAFF REPORT

**Date:** September 24, 2025  
**Subject:** IT Consulting Contract Amendment  
**From:** Paul Gerndt, Director of Information Technology  
**Meeting Date:** October 6, 2025

---

### RECOMMENDATION:

Authorize the City Manager to acknowledge a contract amendment with Dewpoint for IT Consulting Services in the amount of \$60,750.

### ALIGNMENT WITH STRATEGIC PLAN:

- **Pillar 1 – Stewardship**
  - **Goal 2 – Enhance the efficiency and effectiveness of City operations and services**

### DISCUSSION:

On September 16, 2024, City Council approved a contract with Dewpoint to provide IT consulting services in support of the IT Department Improvement Plan. Under this contract, Dewpoint delivered staff training in key disciplines, including organizational change management, the IT Infrastructure Library (ITIL) framework, IT service management, and project management.

The initial contract was structured as a one-year term with a retainer model; however, while much of the original scope has been completed, additional work remains. The attached contract refines the remaining scope of the engagement by shifting to a time-and-materials basis at a reduced billing rate of \$135 per hour. This structure ensures greater flexibility and alignment with the remaining needs of the department.

The amendment focuses on a narrower scope of work, addressing the following priorities:

- Complete the launch of the Project Management Office (PMO) and provide training for its members.
- Train and mentor IT staff in project management processes and tools.

- Assist in establishing resource capacity planning for support departments.
- Guide the development of a project status reporting dashboard.
- Support the IT department in creating project intake, scoring, and prioritization processes.
- Help establish organizational change management practices.
- Provide project management assistance as requested by City staff.

These additional services were included in the multi-year IT Department Improvement Plan. As such, anticipated costs were included in the current fiscal year budget request.

**BUDGET IMPACT:**

Sufficient funds are planned and available in Account 101-228-22800-801.000 (General Fund – Information Technology – Professional Services).

Attachment:

Contract Amendment



# CITY OF WYOMING

## ***STATEMENT OF WORK FOR IT CONSULTING SERVICES: CHANGE NOTICE #1***

September 23, 2025

Submitted By: Mike Coyne, Account Executive

[mcoyne@dewpoint.com](mailto:mcoyne@dewpoint.com)

300 S Washington Square #200  
Lansing, MI 48933  
P (517) 258.2750  
[Dewpoint.com](http://Dewpoint.com)



## SUMMARY

This Change Notice #1 to the Statement of Work (SOW) between Dewpoint and the City of Wyoming for IT Consulting Services documents a modification to the invoicing model for Program and Project Management services.

Effective immediately, the engagement will shift from the fixed-price monthly structure agreed upon in 2024 to a Time and Materials (T&M) model. This change was requested by the City of Wyoming to extend available funds for Project Management consulting services through the FY2026 period.

The scope and nature of Program and Project Management services provided by Dewpoint will remain unchanged. The only adjustment is to invoicing: Dewpoint will now bill the City of Wyoming at the end of each month based on actual hours worked during the prior month.

## PROJECT MANAGEMENT CONSULTING

### Project Manager Skills

Dewpoint will provide the City of Wyoming with a Senior Project Manager with the skills listed below. These are the same skills listed in the SOW dated 7/11/24.

- Ability to work with senior leaders and department heads who have possible competing interests.
- Capability to work with senior leaders to gather data, requirements, and needs.
- Ability to synthesize data to create foundational reporting.
- Experience in creating project charters, facilitating project kickoff meetings, creating 4-up reports, and facilitating project close-down/retro meetings.
- Competence in creating a detailed project plan and all related documentation in managing schedule, budget, scope, resources, quality, risks, and reporting.
- Ability to manage project teams.
- Aptitude to oversee and manage other Project Management resources.
- Ability to access and recommend best practices (tools, process, methodologies) for Portfolio/Program Management Function.

## PRICING & ASSUMPTIONS

### Pricing

#### Project Management

Dewpoint Service	Assumed total hours to be used from 10/1/25 through 6/30/26 (~50 hours per month)	Hourly Rate	Total Cost
Project Manager Services	450	\$135.00	\$60,750.00

### Assumptions

(Same assumptions as the original contract dated 7/11/24)

- Dewpoint and the City of Wyoming will agree upon any changes in scope. A signed change notice will accompany any changes. Changes to the scope may impact the project price, duration, or both.
- The City of Wyoming will provide adequate access to IT personnel, support documentation, and adequate access in order to perform the services detailed in this SOW.
- The consultants assigned by Dewpoint to perform these services for the City of Wyoming are not to be solicited for permanent employment.
- Dewpoint will perform a portion of the work remotely.
- Dewpoint resources need two business days' notice for any meetings.

## SIGNATURES

**City of Wyoming**

**Dewpoint LLC**

**Signature**

**Signature**

  
Joseph Findlater (Sep 24, 2025 13:24:25 EDT)

**Printed Name**

**Printed Name**

Joseph Findlater

**Title**

**Title**


Senior Vice President

**Date**

**Date**

09/24/25

Approved as to form:

  
Greg Stremers, City Attorney

# City of Wyoming\_IT Consulting Services SOW CN1 9.23.25


Final Audit Report

2025-09-24

Created:	2025-09-23
By:	Mike Coyne (mcoyne@dewpoint.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1zFfXOg8YM2ZhMrlDYLajFk6jjGfLgJ

## "City of Wyoming\_IT Consulting Services SOW CN1 9.23.25" History

 Document created by Mike Coyne (mcoyne@dewpoint.com)  
2025-09-23 - 7:09:25 PM GMT

 Document emailed to Joseph Findlater (joe.findlater@dewpoint.com) for signature  
2025-09-23 - 7:09:30 PM GMT

 Email viewed by Joseph Findlater (joe.findlater@dewpoint.com)  
2025-09-23 - 8:31:40 PM GMT

 Document e-signed by Joseph Findlater (joe.findlater@dewpoint.com)  
Signature Date: 2025-09-24 - 5:24:25 PM GMT - Time Source: server

 Agreement completed.  
2025-09-24 - 5:24:25 PM GMT

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR IT STAFF AUGMENTATION CONTINUANCE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council acknowledge staff augmentation statements of work from Atlas Coast Consulting LLC and Trace3 LLC in the total amount not to exceed \$500,000.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council acknowledges staff augmentation continuance with Atlas Coast Consulting LLC and Trace3 LLC.
2. City Council authorizes the City Manager to acknowledge future agreements in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Staff Report

Resolution No. \_\_\_\_\_



## STAFF REPORT

**Date:** September 23, 2025  
**Subject:** IT Staff Augmentation Continuance  
**From:** Paul Gerndt, Director of Information Technology  
**Meeting Date:** October 6, 2025

---

### RECOMMENDATION:

Authorize the City Manager to acknowledge staff augmentation statements of work from Atlas Coast and Trace3 in a total amount not to exceed \$500,000.

### ALIGNMENT WITH STRATEGIC PLAN:

- **Pillar 1 – Stewardship**
  - **Goal 2 – Enhance the efficiency and effectiveness of City operations and services**

### DISCUSSION:

On February 17, 2025, City Council approved the use of IT staff augmentation services through Atlas Coast Consulting LLC and Trace3 LLC and authorized the City Manager to acknowledge related statements of work.

Staff augmentation - contracting specialized IT professionals - was a key recommendation in Dewpoint's 2024 IT Department Organizational Assessment. This approach has successfully addressed both skill and capacity gaps in the department. This year, five contractors have supported the completion of large-scale initiatives, including securing the City's Microsoft 365 environment and migrating nearly 500 computers to Windows 11.

With the backlog of major, months-long projects nearly complete, the department can now refocus on a wide range of smaller projects, each anticipated to take only days or weeks. Continued engagement with Atlas Coast and Trace3 will ensure adequate staffing to complete these initiatives efficiently.

Representative projects enabled through staff augmentation will include:

- Updating firmware on network switches across City facilities
- Upgrading Kofax software
- Modernizing Wi-Fi at City Hall
- Conducting a full IT asset audit
- Installing new servers
- Upgrading server operating systems
- Refreshing the WWTP lift station network
- Developing new Microsoft SharePoint collaboration sites

**BUDGET IMPACT:**

Sufficient funds are available in Account 101-228-22800-801.000 (General Fund – Information Technology – Professional Services).

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH THE PURCHASE OF CRADLEPOINT ROUTERS  
AND TO AUTHORIZE FUTURE PURCHASES OF CRADLEPOINT ROUTERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the purchase of 21 Cradlepoint routers from Verizon.
2. It is also recommended City Council authorize the future purchases of 27 Cradlepoint routers from Verizon in the total amount not to exceed \$42,299.79.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council concurs with the purchase of 21 Cradlepoint routers.
2. City Council authorizes future purchases of 27 Cradlepoint routers.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Quotes (2)

Resolution No. \_\_\_\_\_

## Staff Report

**Date:** September 23, 2025  
**Subject:** Cradlepoint Routers  
**From:** Paul Gerndt, Director of Information Technology  
**CC:** Nicole Hofert, Director of Community and Economic Development  
Aaron Vis, Director of Public Works  
**Meeting Date:** October 6, 2025

---

### RECOMMENDATION:

It is recommended City Council concur with the purchase of Cradlepoint routers from Verizon and authorize the future purchases of Cradlepoint routers from Verizon for a total not to exceed \$42,299.79.

### ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR – STEWARDSHIP
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

### DISCUSSION:

A Cradlepoint router is a network device that connects local devices - such as computers on a local area network (LAN) - to the Internet using a cellular service provider. Cradlepoint has been the City's longstanding solution for providing high-performance mobile connectivity in police and fire vehicles, as well as in other applications where a physical Internet connection is not practical, such as park facilities.

Each Cradlepoint router is equipped with either a physical Subscriber Identity Module (SIM) card or an embedded eSIM chip, enabling secure communication with a specific network provider such as AT&T or Verizon.



The current procurement includes 21 Cradlepoint R980 routers to replace aging units that are nearing the end of their service life. An additional 10 routers will be assigned to Building Inspectors, enabling real-time data exchange with office systems, access to reference materials, and improved efficiency in performing mobile duties. A further 17 routers will be required later this fall for a utility application.

Verizon is offering a limited-time promotion that provides a \$500 statement credit per router for purchases completed prior to October 1, 2025. To take advantage of this discount, 21 routers have already been procured under the promotion. These units include a one-year NetCloud management subscription, which will be renewed annually for a total of five years. The cost of this subscription was not included in the current budget.

The remaining 27 routers are planned for acquisition later this year and will be purchased with a five-year NetCloud subscription, which has been budgeted. Staff will continue to monitor for similar Verizon promotions to maximize cost savings to the City.

The recommended total of \$42,299.79 does not reflect current or future Verizon promotions; therefore, the actual cost of the approved transactions will be significantly lower.

#### **BUDGET IMPACT:**

The project is budgeted in the following accounts:

- Various Accounts (Building inspections – Computer Equipment)
- 590-536-54300-740.200 (Sewer Fund – Computer Equipment)
- Various Accounts (Water Fund – Computer Equipment)

Attachment(s):

Verizon Quotes

Thank you for your interest in Verizon.  
Here is your quote.



**Created:** 09/16/2025

**Expires:** 09/29/2025

**Quote ID:** 106893793-Q-31395739

**Prepared for:**  
CITY OF WYOMING  
1155 28TH ST  
WYOMING, MI, 49509

**Prepared by:**  
Benjamin Daniel  
2317400447  
benjamin.daniel@verizonwireless.com  
Location: 0067301

Quote overview

**-\$5,000.00 Bill Credits**  
Applied in 2-3 bill cycles. See Credits itemized under quote details.

**\$40.00/mo per line**  
Average cost per line for 10 lines before taxes, fees, or surcharges

**\$4,800.00 Total Cost**  
Over 12 months before taxes, fees, or surcharges

Your estimated charges

With applicable discounts; additional charges, taxes, fees and surcharges apply.

Due monthly <sup>1</sup>	Due today <sup>1</sup>
<b>\$400.00/mo</b>	<b>\$11,000.00</b>
Plans & Features	Devices
* includes monthly instant savings	Estimated Taxes & Fees
\$400.00/mo	\$11,000.00
	\$0.00

Approved as to form:  
  
Greg Stremers, City Attorney

## Quote details

### Plans & features

#### Verizon Broadband Facts

Access Verizon business broadband labels for service in your area [www.verizon.com/about/broadband-facts/](http://www.verizon.com/about/broadband-facts/)

#### Public Safety 4G/5G Unlimited Mobile Primary Broadband with MBP (\$40.00/mo)

Qty: 10 x \$40.00	\$400.00
-------------------	----------

#### Feature(s) / Add On(s)

Decline Device Protection

Qty: 10 x \$0.00	\$0.00
------------------	--------

International Travel Voice Select Canada

Qty: 10 x \$0.00	\$0.00
------------------	--------

<b>Due monthly</b>	<b>\$400.00</b>
--------------------	-----------------

### Devices & accessories

#### Cradlepoint R980 Router with 5 Year NetCloud Essentials Plan (14212184)

Retail price

Qty: 10 x \$1,100.00	\$11,000.00
----------------------	-------------

Net price (No Contract)	\$1,100.00
-------------------------	------------

#### Due today

Qty: 10 x \$1,100.00 (price per device)	\$11,000.00
---	-------------

One time \$500.00 credit applied within 3 bill cycles

Qty: 10 x \$500.00	-\$5000.00
--------------------	------------



<b>Total due monthly</b>	<b>\$400.00</b>
for plan & features	\$400.00

<b>Total bill incentive credits</b>	<b>-\$5,000.00</b>
-------------------------------------	--------------------

(One time credit applied within 3 bill cycles)

### Taxes & fees

<b>Total due today with tax</b>	<b>\$11,000.00</b>
for device(s) & accessories	\$11,000.00
for business solution(s)	\$0.00

Additional fees for usage and coverage may apply. Offers & Coverage vary by services & equipment. See [Verizonwireless.com](http://Verizonwireless.com) for coverage map. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees and surcharges apply.

**Important customer information**

Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at purchase are subject to change without notice. Equipment and accessories are subject to availability while supplies last.

Shipping cost and taxes are subject to change during checkout. Activation/upgrade fee/line up to \$40; restocking fee per device up to \$50. An Economic Adjustment Charge/line/mo may also apply; \$0.98 for basic phones & tablets; \$2.98 or \$3.97 for smartphones & data devices and for wireless business internet plan lines. Subject to business agreement, Calling Plan & credit approval. Either an Offer Recovery Fee or up to \$650 Early Termination Fee may apply. If applicable, your line's Offer Recovery Fee will be the sum of device discounts plus device credits you receive. Offers & coverage, varying by svc, not available everywhere; see vzw.com. Monthly charges are shown before taxes, and VZW surcharges/line/mo (including 36.0% Fed. Univ. Svc.; \$3.78 (voice)/\$1.60 (data-only) Machine to Machine data-only lines will remain \$0.06 Admin Chrg; \$0.21 (voice)/\$0.02 (data-only) Regulatory Chrg). Your organization may qualify for better pricing when the final price is calculated upon checkout. In some states, sales tax is calculated on the full retail price or the VZW cost of the device you purchase, and not on the discounted price you pay. Some users may not be permitted to bill charges to their account, purchase order, and/or credit card. This may prevent you from completing your order online today. CA and NV calculate tax based on full retail value of the item(s) purchased. MA calculates tax on whichever is greater: full retail value or Verizon's cost of the item(s) purchased.

**Legal Disclaimer**

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# Why Verizon

## The network businesses rely on

If your network is down, you're down. Our award-winning network delivers the speed, reliability, coverage and performance that you need to succeed.

### Superior Coverage

Our 4G LTE network covers 327 million people. That's over 99% of the U.S. population.

### 5G innovation

Verizon 5G Ultra Wideband is the fastest 5G in the world<sup>1</sup>, with ultra-low lag and Massive capacity.<sup>2</sup>

### Trusted security

Managing over 500,000 security network and hosting devices gives us valuable insights into the digital landscape.

### Performance

Verizon is the most awarded brand for Wireless Network Quality according to J.D. Power.<sup>3</sup>

### Massive capacity

We obsess over the details, analyzing millions of gigabytes of data every day.

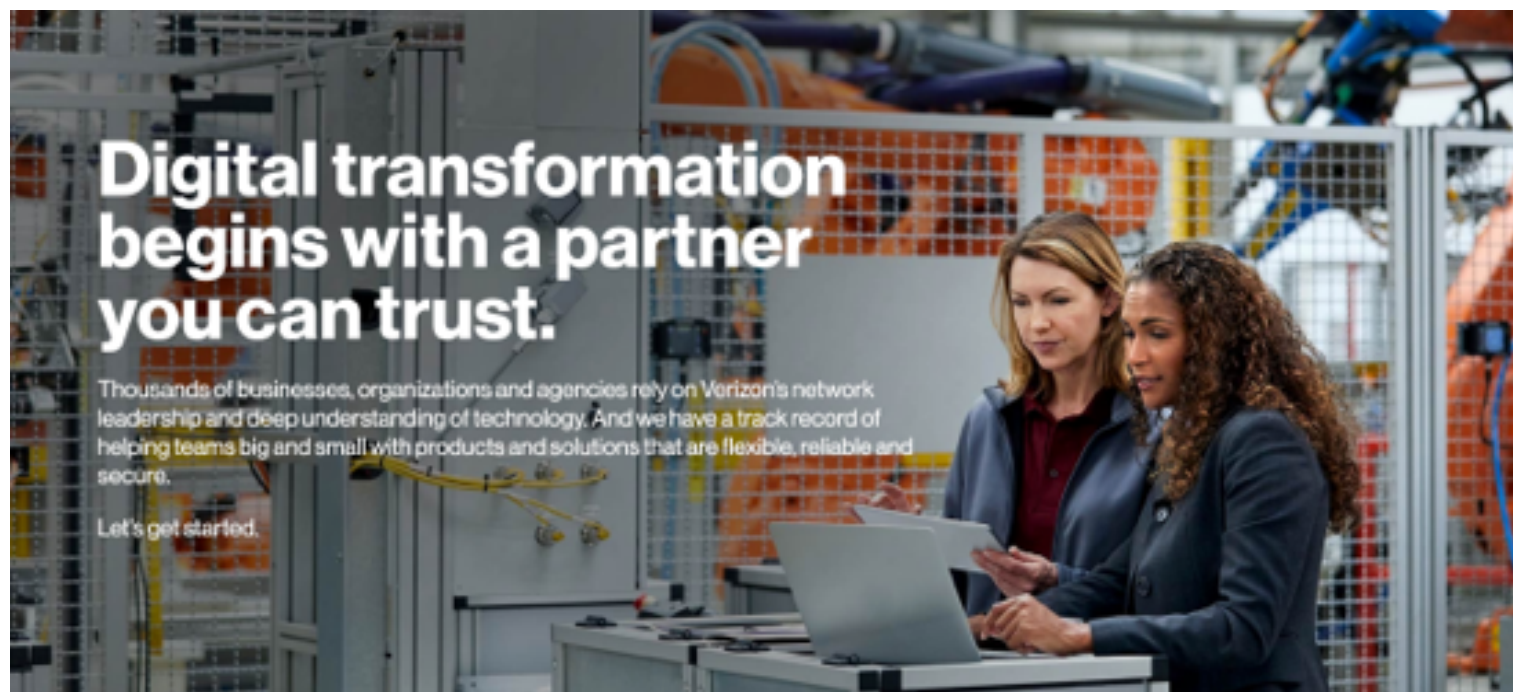
### Easy integration

We've certified 900+ machine-to-machine (M2M) chipsets, modules and devices.

**1** Global claim from May 2020, based on Opensignal independent analysis of mobile measurements recorded during the period January 31–April 30, 2020 © 2020 Opensignal Limited.

**2** 5G Ultra Wideband (UWB) available only in parts of select cities. 5G UWB access requires a 5G capable device with select voice/data & 5G UWB plans. 5G Nationwide available in 2,700+ cities.

**3** Verizon received the highest number of awards in network quality for the 25th time as compared to all other brands in the J.D. Power 2003-2020 Volume 1 and 2 U.S. Wireless Network Quality Performance Studies. Network Quality measures customers' satisfaction with their network performance with wireless carriers. For J.D. Power 2020 award information, visit [jdpower.com/awards](https://www.jdpower.com/awards) for more details.



**Digital transformation begins with a partner you can trust.**

Thousands of businesses, organizations and agencies rely on Verizon's network leadership and deep understanding of technology. And we have a track record of helping teams big and small with products and solutions that are flexible, reliable and secure.

Let's get started.

Thank you for your interest in Verizon.  
Here is your quote.



**Created:** 09/16/2025

**Expires:** 09/29/2025

**Quote ID:** 106895218-Q-31396276

**Prepared for:**  
CITY OF WYOMING  
1155 28TH ST  
WYOMING, MI, 49509

**Prepared by:**  
Benjamin Daniel  
2317400447  
benjamin.daniel@verizonwireless.com  
Location: 0067301

Quote overview

**-\$10,500.00 Bill Credits**  
Applied in 2-3 bill cycles. See Credits itemized under quote details.

**\$40.00/mo per line**  
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**\$10,080.00 Total Cost**  
Over 12 months before taxes, fees, or surcharges

Your estimated charges

With applicable discounts; additional charges, taxes, fees and surcharges apply.

Due monthly <sup>1</sup>	Due today <sup>1</sup>
<b>\$840.00/mo</b>	<b>\$12,599.79</b>
Plans & Features	Devices
* includes monthly instant savings	Estimated Taxes & Fees
\$840.00/mo	\$12,599.79
	\$0.00

Approved as to form:  
  
Greg Stremers, City Attorney

## Quote details

### Plans & features

#### Verizon Broadband Facts

Access Verizon business broadband labels for service in your area [www.verizon.com/about/broadband-facts/](http://www.verizon.com/about/broadband-facts/)

#### Public Safety 4G/5G Unlimited Mobile Primary Broadband with MBP (\$40.00/mo)

Qty: 21 x \$40.00	\$840.00
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#### Feature(s) / Add On(s)

Decline Device Protection

Qty: 21 x \$0.00	\$0.00
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International Travel Voice Select Canada

Qty: 21 x \$0.00	\$0.00
------------------	--------

<b>Due monthly</b>	<b>\$840.00</b>
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### Devices & accessories

#### Cradlepoint R980 Router with 1 Year NetCloud Essentials Plan (14212182)

Retail price

Qty: 21 x \$599.99	\$12,599.79
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Net price (No Contract)	\$599.99
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#### Due today

Qty: 21 x \$599.99 (price per device)	\$12,599.79
---------------------------------------	-------------

One time \$500.00 credit applied within 3 bill cycles

Qty: 21 x \$500.00	-\$10500.00
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<b>Total due monthly</b> for plan & features	<b>\$840.00</b> \$840.00
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<b>Total bill incentive credits</b> (One time credit applied within 3 bill cycles)	<b>-\$10,500.00</b>
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#### Taxes & fees

<b>Total due today with tax</b>	<b>\$12,599.79</b>
for device(s) & accessories	\$12,599.79
for business solution(s)	\$0.00

Additional fees for usage and coverage may apply. Offers & Coverage vary by services & equipment. See [Verizonwireless.com](http://Verizonwireless.com) for coverage map. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees and surcharges apply.

**Important customer information**

Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at purchase are subject to change without notice. Equipment and accessories are subject to availability while supplies last.

Shipping cost and taxes are subject to change during checkout. Activation/upgrade fee/line up to \$40; restocking fee per device up to \$50. An Economic Adjustment Charge/line/mo may also apply; \$0.98 for basic phones & tablets; \$2.98 or \$3.97 for smartphones & data devices and for wireless business internet plan lines. Subject to business agreement, Calling Plan & credit approval. Either an Offer Recovery Fee or up to \$650 Early Termination Fee may apply. If applicable, your line's Offer Recovery Fee will be the sum of device discounts plus device credits you receive. Offers & coverage, varying by svc, not available everywhere; see vzw.com. Monthly charges are shown before taxes, and VZW surcharges/line/mo (including 36.0% Fed. Univ. Svc.; \$3.78 (voice)/\$1.60 (data-only) Machine to Machine data-only lines will remain \$0.06 Admin Chrg; \$0.21 (voice)/\$0.02 (data-only) Regulatory Chrg). Your organization may qualify for better pricing when the final price is calculated upon checkout. In some states, sales tax is calculated on the full retail price or the VZW cost of the device you purchase, and not on the discounted price you pay. Some users may not be permitted to bill charges to their account, purchase order, and/or credit card. This may prevent you from completing your order online today. CA and NV calculate tax based on full retail value of the item(s) purchased. MA calculates tax on whichever is greater: full retail value or Verizon's cost of the item(s) purchased.

**Legal Disclaimer**

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# Why Verizon

## The network businesses rely on

If your network is down, you're down. Our award-winning network delivers the speed, reliability, coverage and performance that you need to succeed.

### Superior Coverage

Our 4G LTE network covers 327 million people. That's over 99% of the U.S. population.

### 5G innovation

Verizon 5G Ultra Wideband is the fastest 5G in the world<sup>1</sup>, with ultra-low lag and Massive capacity.<sup>2</sup>

### Trusted security

Managing over 500,000 security network and hosting devices gives us valuable insights into the digital landscape.

### Performance

Verizon is the most awarded brand for Wireless Network Quality according to J.D. Power.<sup>3</sup>

### Massive capacity

We obsess over the details, analyzing millions of gigabytes of data every day.

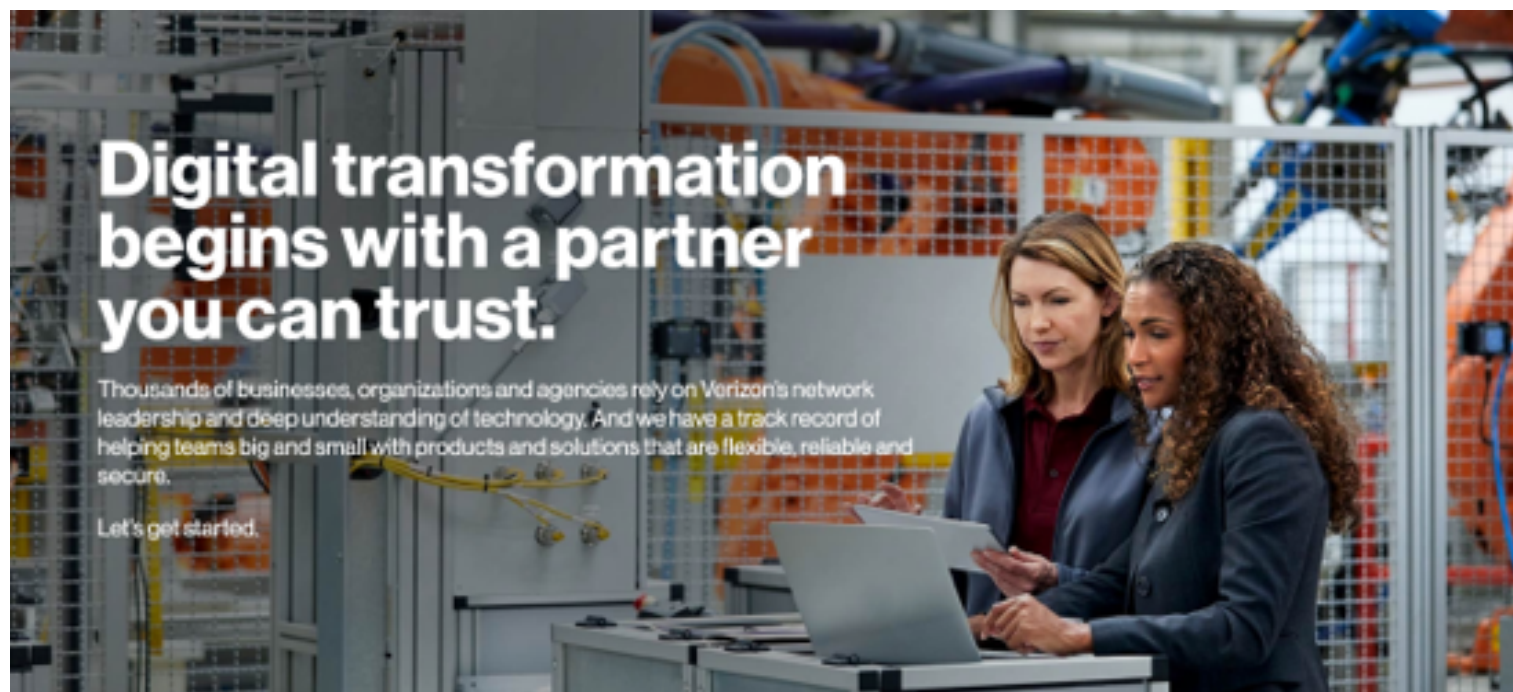
### Easy integration

We've certified 900+ machine-to-machine (M2M) chipsets, modules and devices.

**1** Global claim from May 2020, based on Opensignal independent analysis of mobile measurements recorded during the period January 31–April 30, 2020 © 2020 Opensignal Limited.

**2** 5G Ultra Wideband (UWB) available only in parts of select cities. 5G UWB access requires a 5G capable device with select voice/data & 5G UWB plans. 5G Nationwide available in 2,700+ cities.

**3** Verizon received the highest number of awards in network quality for the 25th time as compared to all other brands in the J.D. Power 2003- 2020 Volume 1 and 2 U.S. Wireless Network Quality Performance Studies. Network Quality measures customers' satisfaction with their network performance with wireless carriers. For J.D. Power 2020 award information, visit [jdpower.com/awards](https://www.jdpower.com/awards) for more details.



**Digital transformation begins with a partner you can trust.**

Thousands of businesses, organizations and agencies rely on Verizon's network leadership and deep understanding of technology. And we have a track record of helping teams big and small with products and solutions that are flexible, reliable and secure.

Let's get started.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR THE PURCHASE AND INSTALLATION OF A REPLACEMENT  
TRANSACTION DRAWER FOR THE TREASURER'S DEPARTMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Bavis Fabacraft for the purchase and installation of a replacement transaction drawer for the Treasurer's Department in the total estimated amount of \$18,532.12.
2. It is also recommended City Council authorize a contingency for a total amount not to exceed \$19,500.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase and installation of a replacement transaction drawer.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.
4. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Quote

Resolution No. \_\_\_\_\_

## Staff Report

Date: September 23, 2025

Subject: Treasurer's Transaction Drawer Replacement

From: Aaron Vis, Director of Public Works

Meeting Date: October 6, 2025

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### RECOMMENDATION:

It is recommended that the City Council approve the purchase and installation of a replacement transaction drawer for the Treasurer's Department from Bavis Fabacraft in the amount of \$18,532.12 plus an approximate 5% contingency, for a not to exceed amount of \$19,500.00.

### ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship
  - Goal 2 - Enhance the efficiency and effectiveness of city operations and services
  - Goal 3 - Improve City infrastructure and service reliability

### DISCUSSION:

The existing transaction drawer that is used by Treasury staff to accept tax and utility payments from the drive-through area has reached the end of its useful life and needs replacement. The existing drawer is manually operated and has experienced an increase in maintenance over the last several years. The proposed replacement will fit in the existing wall opening and is electrically operated, and will provide better experience for the City staff operating the device.

The transaction drawer was originally planned to be replaced with the installation of the canopy and new track system that was discussed with Council earlier this year. However, the canopy design is taking longer than anticipated and will not be able to be installed until next spring. Given the issues that the current drawer is having it is prudent to break out this portion of the project earlier and install yet this year. The audio system that will be installed with this drawer will be compatible with and integrated into the new track system audio components.

The attached proposal was received from Bavis Fabacraft in the amount of \$18,532.12. Approval of this, plus an approximate 5% contingency, for a not to exceed amount of \$19,500.00 is requested to complete this work.

**BUDGET IMPACT:**

Sufficient funds exist in the Capital Projects Revolving Fund, Capital Outlay account 805-000-57300-975.000.

# CITY OF WYOMING

## CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(NO RFP)

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

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

Contractor means:

Bavis Fabacraft

[Name of contracting entity]

An Ohio corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]

201 Grandin Road

[Contractor's street address]

Maineville, OH 45039

[Contractor's city, state & zip]

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

Effective Date means: October 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

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

Work means the services described and specified the Proposal.

### TERMS AND CONDITIONS

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

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

Section 8B. Payments to Contractor will be 50% of contract price upon acceptance of the contract, and 50% after installation and acceptance of workmanship by the director of public works.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.

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

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

**City of Wyoming**

By: \_\_\_\_\_  
John Shay, City Manager

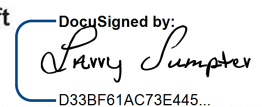
Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

  
\_\_\_\_\_  
Gregory T. Stremers, City Attorney

**Bavis Fabacraft**

DocuSigned by:



D33BF61AC73E445...

By: \_\_\_\_\_  
Larry Sumpter

[Signature officer, director, or principal of Contractor]

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

Date signed: 9/29/2025, 20\_\_



**EXHIBIT A**  
**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

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

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Nondiscrimination and Respect.** City is committed to fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

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

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

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

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

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

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

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

8. Payment to Contractor.

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

B. Payments to Contractor will be 50% of contract price upon acceptance of the contract, and 50% after installation and acceptance of workmanship by the director of public works.

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

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

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

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

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

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

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

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

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

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during

or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

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

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

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

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

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

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

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

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

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



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

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

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

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

17. **Risk Allocation.**

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

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

18. **Insurance.**

A. Contractor shall provide the following insurance:

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. **General Terms.**

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

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

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

**EXHIBIT B  
PROPOSAL**



**Bavis Sales and Service**  
 201 Grandin Road  
 Maineville OH 45039  
 Phone: 513-677-0500  
 Fax: 513-677-0552

Quote 8837  
 Date 09/04/2025  
 Due Date 10/04/2025  
 Page 1

**Bill To:**

City of Wyoming  
 1155 28th St Sw  
 Wyoming MI 49509-2825  
 US

**Ship To:**

City of Wyoming  
 1155 28th St Sw  
 Wyoming MI 49509-2825  
 US

Customer Ref No.	Customer ID	Sales Person	Shipping Method	Tracking Number	Payment Terms
Wyoming New Office L	C021097	Marcus Brewer	Freight Line		Cash in Advance
Sales Order	Item	Description	Quantity	Price	Ext Price
	00500993	Large Electric Transaction Drawer	1.00	\$ 4,811.22	\$ 4,811.22
	24068224	-DIEBOLD TDR CUST PANEL ASSY 8	1.00	\$ 1,294.66	\$ 1,294.66
	24077191	-DIEBOLD SS COUNTERTOP KIT	1.00	\$ 1,236.10	\$ 1,236.10
	24089991	-DRAWER SUPPORT WALL MOUNT	1.00	\$ 396.73	\$ 396.73
	24088021	JR WALL OPENING COVER PLATE FOR TD AND I	1.00	\$ 239.28	\$ 239.28
	22131011	-AA PIGTAIL SET	1.00	\$ 58.26	\$ 58.26
	22130021	AA Audio/Video Hub 2 On 4	1.00	\$ 2,183.25	\$ 2,183.25
	22123021	AA SMALL TELLER CONSOLE	1.00	\$ 1,891.13	\$ 1,891.13
	00853151	-14FT GRAY PATCH CABLE W/GND	2.00	\$ 158.57	\$ 317.14
	22129011	AA LANE STATION	1.00	\$ 701.10	\$ 701.10
	19000009	INSTALLATION	1.00	\$ 3,900.00	\$ 3,900.00
		Avatax State		\$ -	\$ 828.25
		OutBoundFreight		\$ -	\$ 675.00
				Subtotal	\$ 18,532.12
				Tax	\$ -
				Total	\$ 18,532.12

**Bavis Sales and Service**

201 Grandin Road

Maineville OH 45039

Phone: 513-677-0500

Fax: 513-677-0552

Quote

8837

Date

09/04/2025

Due Date

10/04/2025

Page

2

**Bill To:**

City of Wyoming

1155 28th St Sw

Wyoming MI 49509-2825

US

**Ship To:**

City of Wyoming

1155 28th St Sw

Wyoming MI 49509-2825

US

Customer Ref No.	Customer ID	Sales Person	Shipping Method	Tracking Number	Payment Terms
Wyoming New Office L	C021097	Marcus Brewer	Freight Line		Cash in Advance
Sales Order	Item	Description	Quantity	Price	Ext Price

**Payment Terms (check one):**

☐ 100% of total amount due upon Purchaser's execution of this Quotation.

☐ 50% of total amount due upon Purchaser's execution of this Quotation with the remaining 50% due prior to shipment.

Additional payment terms are set forth in the Terms (as defined below). If Purchaser fails to timely pay the above amounts within thirty (30) days after Purchaser's execution of this Quotation, Bavis reserves the right to increase the pricing set forth above.

**Terms and Conditions of Quotation:**

This Quotation is governed by the Terms and Conditions of Quotation and Sale found at <https://www.bavis.com/terms> (the "Terms"), which Terms are incorporated by reference and made a part hereof. By signing in the place provided below, you acknowledge and agree as follows: (a) the individual signing this Quotation is authorized to represent and bind the purchasing entity named above (the "Purchaser") to this Quotation and the Terms, and by signing below, the Purchaser agrees to and is hereby bound by this Quotation and the Terms; (b) this Quotation and the Terms constitute the entire agreement of Purchaser and Bavis expressly objects to, and rejects, any other terms and conditions (including without limitation, any terms and conditions of Purchaser's purchase order) that are different from, or in addition to, the Terms; (c) Purchaser acknowledges and agrees that Bavis may update the Terms from time to time by posting updated Terms to the link provided above; and (d) Purchaser may obtain the current version of the Terms by clicking on the link provided above, by calling Bavis at (513) 677-0500, and/or by emailing Bavis at [info@bavis.com](mailto:info@bavis.com). To accept this Quotation, please sign and return this Quotation before the expiration date set forth above by Docusign, email or facsimile. If paying with a check, please make all checks payable to Bavis Sales and Service, Inc.

**Purchaser:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_**Accepted:** **BAVIS FABACRAFT, INC., doing business as Bavis Sales and Service, Inc.****Signature:**  \_\_\_\_\_

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**Name:** Larry Sumpter**Title:** CEO**Date:** 9/29/2025



# Bavis

## Standard Drive-thru Scope of Work

### Addendum:

Update: 2023-2

#### Overview:

This addendum supplements and modifies the Subcontract/Executed Contract between (Contractor) and Bavis Sales and Service, 201 Grandin Road, Maineville, Ohio 45039 (Bavis). **If there are any conflicts between the Subcontract and this addendum, the terms of this addendum shall prevail.**

#### Background:

Each Contractor has its own set of contractual requirements. However, the prices quoted for (Contractor) are based on a specific set of conditions and scope of work required to hold costs down for the equipment and installation. **Therefore, regardless of a Contractor's specific requirement, this addendum overrides the contract so that the terms and conditions of the Contractor's agreement conform to the needs and scope of work in the cited bid.** If other options are required, additional addendums will be added, and changes in cost must be made to accommodate those further needs or scope.

#### Purpose:

**The purpose of this addendum is to spell out what products are to be provided, conditions of the bid, and the scope of work included in the proposal.** Further, it spells out what work is the responsibility of each party, so there is no confusion about conflicts. It addresses the consequences of not meeting specific objectives. Finally, it offers cost associated with particular items which are not part of the bid. If additional requirements are needed, please contact Bavis to discuss how those items may be managed.

Bavis is a manufacturer and not a subcontractor. Bavis does not maintain a Contractor's License nor any City, County, Local or State Business Licenses outside of Ohio. Therefore, no licenses can be provided. If local permits are expected, Bavis needs to be provided that information from Contractor prior to execution of the contract.

#### Scope of Work:

Deliver and install items detailed in Bavis Sales and Service bid/proposal/quote number (     ). **The bid along with the Bavis Sales and Service Conditions and Terms of Sales, and Presite Checklist are made part of the contract to supply the specified items for this location specified in the bid.**

The installation may occur in two trips to the site. On the first trip, the installer will install the window and drawer.

During the second trip (if applicable), the remaining products will be delivered and installed. There are no other trips or labor included in this contract.

The Contractor is responsible for providing an estimate by email to Bavis of when the equipment will be needed on-site at the time of contract signing so we can plan our production schedule. In any case, a minimum of 21 days' notice must be provided to ship the equipment before installation. Additionally, all required payments must be received before shipment of equipment.

Along with notice to install, the Contractor must complete and provide the Bavis Fabacraft Presite Checklist document and send it to Bavis with the request for installation. All required items on this form must be completed before installation will be scheduled. The fact that each requirement has been completed must be indicated by checking the appropriate block. An authorized representative of the company must sign the document. It is the Contractor's responsibility to ensure that only authorized representatives sign and return this form to Bavis. A blank copy of this document is made part of this addendum as Attachment #2. Attachment #3 contains the manufacturer's specifications for the openings to be put in the building by the Contractor before arriving on-site for the installation.

Once on-site, the installers will check the opening to ensure that it meets the specification and install the window and drawer. If necessary, on a later visit to the site, which is the responsibility of the Contractor to schedule with a reasonable lead time of two weeks or more, the remaining products will be installed.

## Exceptions:

If the installer arrives on site and the required items on the Presite Checklist are not complete or if not completed to the required specification, then Bavis will not install the equipment. **The Contractor will be charged a "redo fee" based on lost travel, labor cost and administrative fees, which must be paid in full before a subsequent visit is made to complete the installation.** If in subsequent trips, everything is not ready as specified, the charge will be levied again.

Note that once the Contractor has been charged the "redo fee," no subsequent installation attempt will be made until the "redo fee" is paid in full.

## Responsibilities of Bavis: (as applicable)

1. Shipping and transportation of the equipment to the site FOB.
2. Removal of all crating and packaging materials.
3. Disposal of all crating and packaging materials.  
Installation of the window into a pre-completed building opening that is within the manufacturer's specifications.
4. Installation of the Transaction Drawer and audio panel into the pre-completed building opening that is within the manufacturer's specifications.
5. Installation of Audio system into audio panel

## Responsibilities of the Contractor:

1. **Provide a rough window opening in the building which meets the manufacturer's specification to accept the drive-thru window and drawer.** (See Attachment #3)
2. Provide a safe work environment required to install the window and drawer. A safe work environment includes but is not limited to **a paved surface from the delivery point of the window and drawer to the outside of the rough opening created in "1" above.**
3. **Provide a clear path to move the window and drawer into place at the rough opening on the paved surface.**
4. Rough window opening must be designed and presented in such a fashion to accept the required anchors to hold the window in place.
5. **The Contractor is responsible for all coordination with Bavis. Bavis will only have personnel on-site during installation.** Construction meetings are the responsibility of the Contractor. If Bavis is required to be present during construction meetings, the meetings will be by virtual means or the Contractor agrees to compensate Bavis on a home portal to the meeting portal basis, plus travel costs of \$150/per hour. This expense is payable within 30 days of the invoice. Past due invoices for this expense will automatically delay installation. Please contact Bavis to coordinate presence at meeting if required.
6. All finish work is the responsibility of the Contractor.
7. All caulking is the responsibility of the Contractor.
8. The Contractor is to provide 120VAC power for standard tools during installation.
9. The Contractor is to provide all electrical connections required for the audio system and Electric Transaction Drawer. See specifications for details.
10. The Contractor is to provide the position for the vehicle detector above the window. If mounted on the ceiling and ceiling height exceeds 12', the Contractor to provide a man lift to access the ceiling.

## Insurance:

Bavis will provide an insurance certificate. Below is a summary of the limits. Please see the certificate for specific details. Where the certificate and this document varies, the certificate represents what is agreed to:

### **Commercial General Liability:**

Each Occurrence \$1,000,000, Damage to rented premises \$1,000,000, Med Exp (any one person) \$10,000, Personal and ADV Injury \$1,000,000, General Aggregate \$2,000,000, and Products – COMP/OP AGG \$2,000,000



**Automotive Liability:**

Combined single Limit \$1,000,000

**Umbrella Liability:**

Each Occurrence \$3,000,000 and Aggregate \$3,000,000

**Workers Compensation and Employers' Liability:**

Per Statute OH GAP, E.L Each Accident \$1,000,000, E. L Disease – E.L. Employee \$1,000,000, E.L Disease – Policy Limit \$1,000,000

**Installation Floater:**

Any one installation \$50,000

Additional insurance may be available at an additional cost if required. Please contact Bavis for details.

Any requirements of the contract over this addendum are null and void.

**Warranty on Products:**

**The terms and conditions of each warranty are included with the product.** Those written limited product warranties are the only warranty offered. Different warranty coverages are available but are not part of this agreement regardless of contract terms and conditions.

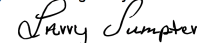
**Payment Terms:**

Minimum of 50% of the total invoice paid with order  
Balance of the total invoice before shipment to site

Any costs associated with payment are to be paid by the Contractor.

**Signed:**

\_\_\_\_\_  
**Contractor**

DocuSigned by:  
  
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\_\_\_\_\_  
**Larry Sumpter, CEO**  
Bavis Sales and Service

\_\_\_\_\_  
9/29/2025

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**End of Addendum.**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR THE PURCHASE OF A  
GRAPHICS PRINTER/CUTTER AND PRODUCTION EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Wensco of Michigan d/b/a Wensco Sign Supply for the purchase of a graphics printer/cutter and production equipment in the total estimated amount of \$41,449.19.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of a graphics printer/cutter and production equipment.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Quotation

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: September 25, 2025

Subject: Purchase of Printer / Cutter Graphics Equipment

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: October 6, 2025

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### RECOMMENDATION:

It is recommended the City Council accept a quotation from Wensco Sign Supply for the purchase of Graphics Printer / Cutter and Production Equipment in the amount of \$41,449.19.

### ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 2 - Enhance the efficiency and effectiveness of City Operations and services.
- Pillar 1 Community
  - Goal 1 – Implement new branding initiative.

### DISCUSSION:

The Traffic Division uses the Graphics Printer / Cutter and Production Equipment in the process of creating and producing signs and vehicle graphics used on City assets. The equipment is over 10 years old, has long outlasted its expected lifespan and is no longer serviceable as it is obsolete.



To ensure the new equipment would be compatible with the graphics files and the material the City currently uses, a specification was developed. The new equipment will provide consistency with the style, appearance, and programming capabilities currently in use. The new equipment will also provide additional capability, better quality and larger size graphics. Quotations were received from 2 vendors as follows:

- \$41,449.19 from Wensco Sign Supply
- \$35,054.48 from Grimco Inc.

The Wensco quotation includes an extended warranty for 3 additional years beyond the 2-year manufacturer's warranty. Wensco also provides local support and training that Grimco does not offer. It is therefore recommended to accept the quotation from Wensco Sign Supply.

### BUDGET IMPACT:

Sufficient funds are available in the Major Streets Fund, Traffic Services Capital Outlay Account No. 202-441-47400-986.960.

# CITY of WYOMING

## CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(NO RFP)

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

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

Contractor means: Wensco of Michigan, corporation d/b/a Wensco Sign Supply

(Name of contracting entity)

A Michigan corporation

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

PO Box 375

(Contractor's street address)

Belmont, MI 49306

(Contractor's city, state & zip)

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

Effective Date means: October 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

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

Work means the services described and specified the Proposal.

### TERMS AND CONDITIONS

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

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

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.

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


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

City of Wyoming


By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

  
\_\_\_\_\_  
Gregory T. Stremers, City Attorney

Wensco of Michigan, corporation d/b/a Wensco Sign Supply

By:   
\_\_\_\_\_  
(Signature officer, director, or principal of Contractor)  
BRYAN S. KOUTS  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 9/25, 2025



**Wensco Sign Supply**  
PO Box 375  
Belmont, MI 49306-0375  
800-253-1569

# ORDER ACKNOWLEDGEMENT

Order Number	
<b>2437507</b>	
Order Date	Page
08/25/2025 16:37:03	1 of 2

## Bill To:

CITY OF WYOMING TRAFFIC DEPT  
2660 BURLINGAME AVE SW  
WYOMING, MI 49509

## Ship To:

CITY OF WYOMING TRAFFIC DEPT  
2660 BURLINGAME AVE SW  
WYOMING, MI 49509

Customer ID: 102114

wensco.com

PO Number	Terms	Carrier	Taker
Quote for VG3540	Net 30	Equipment Installation	YCAIN

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price

**Delivery Instructions:** ORDER ON HOLD PER MARK & BRYAN

1	0	1	EA	H	VG3540 VG3-540 54in Printer/Cutter 1-Year Manufacturer's Warranty  Inquire on how to get a 5Yr bullet proof Manufacturer's Warranty	EA	11,620.0000	11,620.00
1	1	0	EA		TR2CY TrueVIS 2 Ink Cyan 500ml Pouch 500ml pouch for Roland DG TrueVIS VG/SG (TR2 converted), VG2/VG3, SG2/SG3 printer/cutters, and the VF2-640 printer	EA	140.0000	140.00
1	1	0	EA		TR2MG TrueVIS 2 Ink Magenta 500ml Pouch 500ml pouch for Roland DG TrueVIS VG/SG (TR2 converted), VG2/VG3, SG2/SG3 printer/cutters, and the VF2-640 printer	EA	140.0000	140.00
1	1	0	EA		TR2YE TrueVIS 2 Ink Yellow 500ml Pouch 500ml pouch for Roland DG TrueVIS VG/SG (TR2 converted), VG2/VG3, SG2/SG3 printer/cutters, and the VF2-640 printer	EA	140.0000	140.00
1	1	0	EA		TR2BK TrueVIS 2 Ink Black 500ml Pouch 500ml pouch for Roland DG TrueVIS VG/SG (TR2 converted), VG2/VG3, SG2/SG3 printer/cutters, and the VF2-640 printer	EA	140.0000	140.00
1	1	0	EA		TR2LC TrueVIS 2 Ink Lt Cyan 500ml Pouch 500ml pouch for Roland DG TrueVIS VG (TR2 converted), VG2/VG3 printer/cutters, and the VF2-640 printer	EA	140.0000	140.00



Wensco Sign Supply  
PO Box 375  
Belmont, MI 49306-0375  
800-253-1569

# ORDER ACKNOWLEDGEMENT

Order Number	
2437507	
Order Date	Page
08/25/2025 16:37:03	2 of 2

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM	Disp.	Item Description			
1	1	0	EA		TR2LM TrueVIS 2 Ink Lt Magenta 500ml Pouch 500ml pouch for Roland DG TrueVIS VG (TR2 converted), VG2/VG3 printer/cutters, and the VF2-640 printer	EA	140.0000	140.00
1	1	0	EA		TR2OR TrueVIS 2 Ink Orange 500ml Pouch 500ml pouch for Roland DG VG (TR2 converted), VG2/VG3 printer/cutters, and the VF2-640 printer	EA	179.0000	179.00
1	1	0	EA		TR2GR TrueVIS 2 Ink Green 500ml Pouch 500ml pouch for Roland DG VG (TR2 converted), VG2/VG3 printer/cutters, and the VF2-640 printer	EA	179.0000	179.00
1	1	0	EA		TR2CL2 TrueVIS 2 Cleaning Liquid 500ml 500ml pouch for Roland VG2-540	EA	65.9900	65.99
1	1	0	EA		6000007199 Roland DG Clean Fluid (TR2-CL) SV 500ML	EA	130.6360	130.64
1	1	0	EA		P85176A Omega 6.0-6.5 to 8.0 Upgrade s/n 1402676 GSP ID# GSPCEF06F20.3322.C520*6.5.0.95	EA	538.0000	538.00

Total Lines: 12

**SUB-TOTAL:** 13,552.63

**TAX:** 0.00

Total Freight In: 750.00

Total Freight Out: 0.00

**TOTAL FREIGHT:** 750.00

**INSTALL PRINTER:** 795.00

**AMOUNT TENDERED:** 0.00

**TERMS:** 1.5% per month (18% APR) on invoices over 30 days old.  
\$35.00 fee for all returned checks.

**AMOUNT DUE:** 15,097.63

**RETURNS:** No returns after 30 days. Any damaged product must be reported within 3 business days.  
Returned Items must be in original packaging.  
Written authorization required.  
May be subject to a 15% restock fee.

All orders directed to WENSCO are not valid until accepted by Wensco in Illinois, Indiana, Iowa, Kentucky, Michigan, or Ohio.



Wensco Sign Supply  
PO Box 375  
Belmont, MI 49306-0375  
800-253-1569

# ORDER ACKNOWLEDGEMENT

Order Number	
2437516	
Order Date	Page
08/25/2025 16:41:23	1 of 1

**Bill To:**

CITY OF WYOMING TRAFFIC DEPT  
2660 BURLINGAME AVE SW  
WYOMING, MI 49509

**Ship To:**

CITY OF WYOMING TRAFFIC DEPT  
2660 BURLINGAME AVE SW  
WYOMING, MI 49509

Customer ID: 102114

wensco.com

<b>PO Number</b>	<b>Terms</b>	<b>Carrier</b>	<b>Taker</b>
Quote for Rollover Flexi	Net 30	CUSTOMER PICKUP	YCAIN

<b>Quantities</b>					<b>Item ID</b>	<b>Pricing</b>	<b>Unit</b>	<b>Extended</b>
<b>Ordered</b>	<b>Allocated</b>	<b>Remaining</b>	<b>UOM</b>	<b>Disp.</b>	<b>Item Description</b>	<b>UOM</b>	<b>Price</b>	<b>Price</b>

**Delivery Instructions:** ORDER ON HOLD PER MARK & BRYAN

1	1	0	EA		RF155X336HA RolloverFlexi Flatbed Applicator5ftx11ft *****Comes with Height Adjustable Legs*****	EA	19,251.2200	19,251.22
1	1	0	EA		LONGREACHCUTTER Rollover Long Reach Cutter	EA	137.5000	137.50
1	1	0	EA		10920 Core Adaptors Set of 2	EA	365.8400	365.84

Total Lines: 3

**SUB-TOTAL:** 19,754.56

**TAX:** 0.00

**AMOUNT TENDERED:** 0.00

**AMOUNT DUE:** 19,754.56

**TERMS:** 1.5% per month (18% APR) on invoices over 30 days old.  
\$35.00 fee for all returned checks.

**RETURNS:** No returns after 30 days. Any damaged product must be reported within 3 business days.  
Returned Items must be in original packaging.  
Written authorization required.  
May be subject to a 15% restock fee.

All orders directed to WENSCO are not valid until accepted by Wensco in Illinois, Indiana, Iowa, Kentucky, Michigan, or Ohio.





Wensco Sign Supply  
PO Box 375  
Belmont, MI 49306-0375  
800-253-1569

## QUOTATION

Order Number	
2435705	
Order Date	Page
08/20/2025 12:09:24	1 of 1
Quote Expires On: 09/19/2025	

**Bill To:**

CITY OF WYOMING TRAFFIC DEPT  
2660 BURLINGAME AVE SW  
WYOMING, MI 49509

**Ship To:**

CITY OF WYOMING TRAFFIC DEPT  
2660 BURLINGAME AVE SW  
WYOMING, MI 49509

Customer ID: 102114

wensco.com

PO Number					Terms	Carrier	Taker		
Quote for Extended warranty					Net 30	CUSTOMER PICKUP	YCAIN		
Quantities					Item ID	Pricing	Unit	Extended	
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price	
3	0	3	EA		EXTENDED WARRANTY	EA	2,199.0000	6,597.00	
					Extended Warranty				
					Extended warranty for VG3540 years 3, 4 & 5				

Total Lines: 1

**SUB-TOTAL:** 6,597.00

**TAX:** 0.00

**AMOUNT DUE:** 6,597.00

**TERMS:** 1.5% per month (18% APR) on invoices over 30 days old.  
\$35.00 fee for all returned checks.

**RETURNS:** No returns after 30 days. Any damaged product must be reported within 3 business days.  
Returned Items must be in original packaging.  
Written authorization required.  
May be subject to a 15% restock fee.

All orders directed to WENSCO are not valid until accepted by Wensco in Illinois, Indiana, Iowa, Kentucky, Michigan, or Ohio.

Pricing set forth in this quote is not a contract. Equipment quotes are valid for 30 days from date of quote. Supply pricing is subject to change without notice; please call at time of order to confirm pricing. This quote when accepted in writing by purchaser and Wensco Sign Supply includes the terms and conditions set forth on wensco.com which are incorporated by reference and becomes a contract between two parties.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR THE PURCHASE OF  
TWO TRAILER-MOUNTED LIGHTED ARROW BOARDS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Give'Em A Brake Safety for the purchase of two trailer-mounted lighted arrow boards in the total estimated amount of \$11,450.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of two trailer-mounted lighted arrow boards.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Quote

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: September 24, 2025

Subject: Purchase of Two Trailer Mounted Arrow Boards

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: October 6, 2025

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### RECOMMENDATION:

It is recommended the City Council accept a quotation from Give 'Em A Brake Safety (GEBS) for the purchase of two Trailer Mounted Lighted Arrow Boards in the amount of \$11,450.

### ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Stewardship
  - Goal 2 - Enhance the efficiency and effectiveness of City Operations and services.

### DISCUSSION:

The Traffic division uses Trailer Mounted Lighted Arrow Boards to safely direct traffic in construction work zones and to support street closures for the Public Safety Department. Two of the five Arrow Boards in use have reached the end of their useful lives and need replacement.

To ensure that the replacement Arrow Boards are consistent with the style, appearance and programming of the existing units, a specification was developed. Quotations were received from a local and out-of-state vendor as follows:

- \$11,450 from GEBS, located in Grandville
- \$14,483 from TAPCO, located in Wisconsin

Therefore, it is recommended that the City Council accept the low quotation from GEBS in an amount of \$11,450.

### BUDGET IMPACT:

Sufficient funds are available in the Major Streets Fund, Traffic Services Capital Outlay Account No. 202-441-47400-986.960

Attachment:  
Contract



# CITY OF WYOMING

## CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

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

*City* means the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509.

*Effective Date* means: October 7, 2025.

*Items* means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

*Proposal* means Supplier's Bid/Proposal attached as Exhibit B.

*Standard Terms* means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

*Supplier* means: Give-Em A Brake Safety, Inc.  
(Name of supplying entity)  
A Michigan corporation  
(State and type of entity, e.g., corporation, limited-liability company, etc.)  
2610 Sanford Ave SW  
(Supplier's street address)  
Grandville, MI 49418  
(Supplier's city, state & zip)

### TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

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

**City of Wyoming**

By: \_\_\_\_\_  
John Shay, City Manager

**Give-Em A Brake Safety, Inc.**

By: \_\_\_\_\_  
(Signature officer, director, or principal of Supplier)  
DARYL WARWICK  
(Typed/Printed Name & Title of Person Signing for Supplier)

Approved as to form:

Date signed: SEPT 18, 2025

\_\_\_\_\_  
Gregory T. Stremers, City Attorney



2610 Sanford Ave. Grandville, MI 49418  
Ph 616-531-8705 / Fax 616-531-8703  
Jackson / Marquette / Saginaw  
Traverse City / Macomb / Lansing

Customer Information:  
CITY OF WYOMING  
2660 BURLINGAME  
WYOMING, MI 49509  
\*EMAIL INVOICE\*

GRANDVILLE - Sales Order No. 177491  
Job Number: Sale:94682  
\*\* NOT AN INVOICE \*\*

Job Location: Sale  
Job Number or Name:  
PO Number:  
Customer Contact: Steve Weatherby  
Contact Phone: (616) 293-6941

Order Date		Start Date	Stop Date	SU/TD	SO Type	Ship Method	Ticket Type	
					Delivery	Customer	Sales	
Ordered	Delivered	Code / Desc		Description			Unit Price	Total Price
2.00	0.00	8120140	LIGHTED ARROW, TYPE C, FURN / 15 LAMP TRAILER MOUNTED CONNECTED ARROW BOARD				5,725.00	11,450.00
							Equipment Total:	11,450.00
							Subtotal:	11,450.00
							Total Due:	11,450.00

#### Comments

PRICE ALSO INCLUDES THE FOLLOWING:

Factory installed plate with a either 2 inch ball on the back or a receiver tube for pintle hitch set up. Both come with trailer wiring to the rear to be able plug in the second unit

#### Rental Agreement

Lessee agrees to return rental item(s) in good condition and to pay all costs to replace lost item(s) or repair or replace damaged item(s).

Lessee agrees to assume the risk and hold harmless GEBS from all property damage and personnel injury caused by or arising out of the use of rental items.

In event of any default in payments, GEBS customer/buyer agrees to reimburse GEBS for any expenses (including actual attorney fees) incurred by GEBS in enforcing the terms and condition of any sale/rental between the parties.

I have counted the above items and agree that they have been delivered to the project site.

Received By

GEBS employee on site

Date

Daryl Warwick  
Written up by

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FOR DRAIN LINE REPAIR

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal for drain line repair from Plummer's Environmental Services, LLC, in the total amount of \$51,500.00.
2. It is also recommended City Council authorize a contingency in the amount not to exceed \$50,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal for drain line repair.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. \_\_\_\_\_

## **STAFF REPORT**

Date: September 18, 2025

Subject: WWTP Drain Line Repair

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: October 6, 2025

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### **RECOMMENDATION:**

It is recommended that the City Council accept the proposal for drain line repair from Plummer's Environmental Services, LLC in the amount of \$51,500.00 and approve a \$50,000.00 contingency if an additional dewatering well or additional lining is necessary, for a not to exceed amount of \$101,500.00.

### **ALIGNMENT WITH STRATEGIC PLAN:**

- PILLAR 3 – STEWARDSHIP
  - GOAL 3 – Improve City infrastructure and service reliability

### **DISCUSSION:**

The Wastewater Treatment Plant main buildings utilize a 10-inch pipe that drains wastewater to the raw sewage pump building. This line frequently experiences slow flow and periodic blockages, requiring jet flushing. Televising revealed that a previously installed cured-in-place liner has collapsed. Given the pipe's depth of approximately 25' below the surface, and the presence of other buried and above-ground piping, replacement of the drain line in the existing location is not a practical option.

In 2023, plant staff worked with an engineering firm to develop specifications for the replacement of the 10-inch pipe with a two-pump lift station and new drain line at a higher elevation. The project was advertised in 2024, and one bid was received for \$1,491,000.00. This cost was substantially higher than the engineer's estimate, so the project was not awarded.

Following further evaluation, plant staff contacted several contractors specializing in cured-in-place pipe lining. One contractor, Plummers' Environmental Services, expressed interest in the project and noted that significant advances in non-invasive pipe repair technology since 2023 may be effectively used in this situation. They made site visits to review the work, televise the drain line, and confirm the repair needs. Plummers' Environmental Services submitted a proposal for the complete repair project that includes robotic cutting of the collapsed liner, cured-in-place spot repair, and dewatering. Because of the pipe's depth, significant dewatering



is required, which represents the majority of the repair cost. Plummers' Environmental Services is confident in their repair approach and believes it will be a lasting solution.

The proposal from Plummers Environmental Services is in the amount of \$51,500 and includes the installation of 1 dewatering well and cutting and lining 10 feet of the drain line. However, there are significant unknown risks with this project, including how much dewatering is necessary and what the exact length of the collapsed liner is that needs cutting and replacement. Therefore, an additional contingency of \$50,000 is requested to ensure that sufficient funding is available in the event that an additional dewatering well or additional pipe lining is needed.

**BUDGET IMPACT:**

Adequate funds exist in Sewer Fund account #590-536-54300-930.000.

# CITY OF WYOMING

## CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(NO RFP)

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

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

Contractor means: Plummer's Environmental Services, LLC  
[Name of contracting entity]  
A Michigan limited liability company  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
10075 Sedroc Industrial Dr  
[Contractor's street address]  
Byron Center, MI 49315  
[Contractor's city, state & zip]

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

Effective Date means: September 30, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

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

Work means the services described and specified the Proposal.

### TERMS AND CONDITIONS

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

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

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.

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

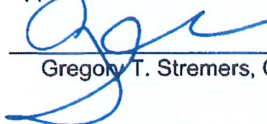
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

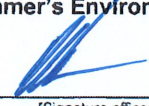
By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

  
\_\_\_\_\_  
Gregory T. Stremers, City Attorney

Plummer's Environmental Services, LLC

By:   
\_\_\_\_\_  
[Signature officer, director, or principal of Contractor]  
Dave Van Dyken - General Manager  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 9-18, 2025



**EXHIBIT A**  
**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

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

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Nondiscrimination and Respect.** City is committed to fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

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

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

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

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



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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

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

#### 17. Risk Allocation.

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

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

#### 18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	

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

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

#### 19. General Terms.

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

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

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

**EXHIBIT B  
PROPOSAL**





Plummer's Environmental Services, Inc.  
10075 Sedroc Industrial Drive Byron Center, MI 49315  
1-800-878-3996  
[www.plummersenv.com](http://www.plummersenv.com)

Contact Name:	Dan Kleinheksel	Quote #:	Q-BD0-C50-E589
Customer Name:	City of Wyoming Clean Water Plant	Date:	09/15/2025
Customer Address:	2350 Ivanrest SW Grandville, MI 49418	Prepared By:	Dave Van Dyken
Office Phone:	(616) 738-4957	Office Phone:	(616) 877-3930
Mobile Phone:	(616) 377-8969	Mobile Phone:	(616) 366-8548
Customer Email:	kleinhekseld@wyomingmi.gov	Email:	davidv@plummersenv.com

#### Statement of Work:

We hereby submit a proposal to robotically cut a portion of existing cured in place pipe liner from inside a 10" sanitary sewer located at the City of Wyoming Clean Water Plant. As a part of the process we will need to dewater the soil surrounding the pipe due to the infiltration entering the sewer.

We will provide the equipment and crew to robotically cut and remove approximately 10' of CIPP that is protruding into the cross sectional area of the pipe. Upon the removal of the damaged CIPP we will install 10" x 10' of Cured in Place Spot Liner.

Our cured in place spot repairs are manufactured by Source 1 Environmental and meet the ASTM F1216 specifications for cured in place pipe. Sectional Spot Repair materials consist of 2 or more layers of fiberglass mat reinforcement. A silicate resin is formulated and applied to all layers of the fiberglass mat. The layers of the fiberglass mat become one with the impregnation of the silicate resin. The liner is positioned into place and inflated until the resin is fully cured.

All work performed inside of the manhole will be performed by a confined space certified entry team and will follow all OSHA regulations for a permit-required confined space entry per 1910.146 standards.

Mersino Dewatering will be performing the dewatering. It is unclear if one dewatering well will be sufficient to dewater around the pipe. I have provided an additional option for a second well.

Services:				
Description	Est Qty	UOM	Price	Ext Amt
Robotic Cutting	1.00	EA	\$12,000.000	\$12,000.00
10" x 10' Cured in Place Spot Repair	1.00	EA	\$14,300.000	\$14,300.00
1 Well - Dewatering Well Drilling, Setup, Operation and Tear Down	1.00	EA	\$25,200.000	\$25,200.00
2 Well - Dewatering Well Drilling, Setup, Operation and Tear Down	0.00	EA	\$50,400.000	\$0.00
Sub-Total:				\$51,500.00

Summary of Estimated Charges	
Category	Est Total
Services	\$51,500.00
<b>Total Estimated Charges</b>	<b>\$51,500.00</b>

#### STANDARD TERMS AND CONDITIONS

In this agreement "you", "your" and the "Customer" refer to the person signing this Contract ("Contract") with Plummer's Environmental Services Inc. ("Company").

1. You agree to purchase the material and services described in this Contract from the Company at the price and according to the terms stated in this Contract.
2. A service charge of 1 1/2% per month (18% per year) will be paid on past due amounts starting thirty (30) days after the invoice date. If Customer desires to pay invoice by credit card, an additional 3% credit card processing fee will be added to Customer's invoice.
3. All material is guaranteed to be as specified. All work to be completed in a good, workmanlike manner according to standard practices and using the standard of care commonly used by environmental professionals and by-product transporters practicing in the State of Michigan. Company's workers are fully covered by Worker's Compensation insurance. In the event of cancellation of a job in progress by Customer, Customer will reimburse Company for all labor and/or material costs. Company shall have the right to stop work if payments are not made when due. Company shall be held harmless from all liabilities related to the hold up during such period.
4. All terms and conditions in this Contract supersede any other terms and conditions, prior proposals or prior bids. This written Contract constitutes the complete integration of all statements and agreements relating to the Contract and there are no representations or warranties other than those expressly incorporated herein nor is this Contract dependent upon or subject to any conditions or approvals precedent or subsequent not herein stated. No subsequent agreement relating hereto shall be binding upon Customer or Company unless in writing and signed by the party being bound.
5. If Customer requests changes, alteration or deviation from specifications involving extra cost, such work will only be performed upon written change orders, and will become an extra charge over and above the Contract price. Company may, by giving written notice to Customer, terminate this Contract if Customer breaches this Contract and such breach is not cured within a reasonable period (in any event such period not to exceed thirty days) or such breach is not capable of being cured within a reasonable period.
6. The actual completion time is contingent upon access to Customer's facility, labor strikes, material shortages, accidents, weather, acts of God, changes caused by a body of government, and the like. Change orders will affect the time necessary for completion. Company shall not be liable for any damages suffered by Customer as a result of any delay occasioned by these contingencies.
7. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATIONS OF LAW OR OTHERWISE, OF THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT BY COMPANY. COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. COMPANY SHALL HAVE NO OTHER LIABILITY TO CUSTOMER IN CONNECTION WITH THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY INJURY OR DAMAGES TO PERSONS AND PROPERTY.



8. Customer shall maintain at its sole cost and expense insurance policies meeting the minimum insurance levels set forth below and shall provide certificates of such insurance evidencing the limits and expiration dates upon request;

a. Worker's Compensations - in accordance with applicable statutory requirements;

b. Commercial General Liability - not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

c. Automobile Liability - not less than \$1,000,000 per occurrence;

All policies of Insurance shall name Plummer's Environmental Services, Inc. as an additional insured and will provide Plummer's thirty (30) days prior written notice of cancellation.

9. All issues concerning the construction, validity, enforcement and interpretation of this Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that venue is hereby exclusively established in the County of Kent, State of Michigan for any dispute or claim arising out of this Contract. Company, if it prevails in any action shall be entitled to all reasonable attorneys' fees, costs and other expenses incurred in such action and in any subsequent efforts to collect the amount awarded.

10. Any portion of this Contract found to be not enforceable by a court of competent jurisdiction will not invalidate the remaining portions of this Contract. Any term of this Contract which is found to be ambiguous shall not be construed against the Company. Nothing herein shall exclude any other rights or remedies to which Company is entitled by law or equity.

11. Customer agrees to indemnify and hold Company harmless, and assume any legal liability to defend Company, its agents, employees, officers and members from any claim or action by any third party arising out of the performance of work pursuant to this Contract except those claims or actions arising out of incidents caused by employees or agents of the Company.

12. All the terms and provisions of this Contract shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the parties to this Contract. This Contract is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

13. Cancellations made two business days or less before a scheduled service may be subject to a charge of up to 25% of the amount quoted for service.

14. This quote may be withdrawn if not accepted within 30 days.

15. Plummer's Environmental Services is not responsible for any sewer back up on private or commercial properties while cleaning sewer lines due to inadequate ventilation on the owners sewer.

Name: Dan Kleinhekse

Signature: \_\_\_\_\_

X

Date: 09/15/2025

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO EXTEND THE BID FOR LARGE DIAMETER  
SANITARY SEWER INSPECTION AND ASSESSMENT TO REDZONE ROBOTICS

WHEREAS:

1. On March 3, 2025, the City Council awarded the bid for large diameter sanitary sewer inspection and assessment, as referenced with Resolution #28336.
2. RedZone Robotics has agreed to a Contract Extension and to hold their current pricing from the FY 2025 bid through June 30, 2026.
3. The Public Works Department anticipates completing a multi-sensor inspection on approximately 50,000 linear feet of large diameter pipe in the City at a unit cost of \$6.95 per linear foot, with a not-to-exceed amount of \$385,000. Sufficient funds have been budgeted in the appropriate accounts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby extends the bid for large diameter sanitary sewer inspection and assessment to RedZone Robotics through June 30, 2026.
2. The City Council does hereby authorize the City Manager to execute the contract for Large Diameter Sanitary Sewer Inspection and Assessment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held October 6, 2025

\_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:

Staff Report

Contract Amendment

Resolution No. \_\_\_\_\_

## **STAFF REPORT**

**Date:** September 22, 2025  
**Subject:** Bid Extension for Large Diameter Sanitary Sewer Inspection & Assessment  
**From:** Jodie Theis, Public Services Supervisor  
**CC:** Aaron Vis, Director of Public Works  
**Meeting Date:** October 6, 2025

---

### **RECOMMENDATION:**

The Public Works Department recommends that the City Council extend the bid for large diameter sanitary sewer inspection and assessment to RedZone Robotics at a unit cost of \$6.95 per linear foot for a multi-sensor sewer inspection for pipes sized 24"-66" in diameter. It is also recommended that the City Council authorize the City Manager to execute the contract.

### **ALIGNMENT WITH STRATEGIC PLAN:**

- Pillar 3 – Stewardship
  - Goal 3 – Improve City infrastructure and service reliability.

### **DISCUSSION:**

On March 3, 2025, the City Council awarded the bid for large diameter sanitary sewer inspection and assessment to RedZone Robotics, as referenced with Resolution #28336. RedZone Robotics has agreed to a contract extension holding their current pricing from the FY 2025 bid, as shown on the attached contract amendment through June 30, 2026.

Inspecting the sanitary sewer lines identifies structural or operational problems that can be proactively repaired, thus eliminating the additional labor, equipment and material costs that occur during emergency repairs. Large diameter pipes run at a higher capacity, therefore requiring more than a regular video inspection to see the condition of the pipe. By doing a "multi-sensor" inspection, which includes video (CCTV), sonar and laser inspections, we are able to get a better picture of what the pipe looks like under the flow, as well as above the flow.

**BUDGET IMPACT:**

The Public Works Department anticipates completing a multi-sensor inspection on approximately 50,000 linear feet of large diameter pipe in the City at a unit cost of \$6.95 per linear foot, with a not-to-exceed amount of \$385,000.

Sufficient funds have been budgeted in the appropriate accounts.

Attachment(s):

Contract Amendment #1 – RedZone Robotics

# CITY of WYOMING

## CONTRACT AMENDMENT #1

**RedZone Robotics, Inc.**

This Contract Amendment is to City Standard Contract (Exhibit A) made as of February 4, 2025 (Effective Date) between the City of Wyoming (City) and RedZone Robotics, Inc. (Contractor)

### RECITALS

- A. City wishes to add a \$385,000.00 "not to exceed" amount to this contract. Proposal (Exhibit B) has the pricing to be used for this project.

### TERMS AND CONDITIONS

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

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

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

#### **City of Wyoming**

By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 2025

Approved as to form:



\_\_\_\_\_  
Gregory T. Stremers, City Attorney

#### **RedZone Robotics, Inc.**

By: Charles Pulaski  
[Signature officer, director or principal of Professional]  
**Charles Pulaski G.M. Infrastructure Assessment**  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 9/23, 2025

Type text here

EXHIBIT A  
CONTRACT

# CITY OF WYOMING

## REQUEST FOR BIDS

The City of Wyoming, Michigan is requesting bids for the services or project generally referred to as:

### **Large Diameter Sanitary Sewer Inspection and Assessment**

as more particularly described in the plans and specifications attached to this Request for Bids (the "Work")

Specifications and Bidding Documents shall be issued only to Bidders who have been qualified by the City of Wyoming. A Bidder who has not been pre-qualified shall submit the required pre-qualification information at least seven (7) days prior to the date bids are due. The Public Works Department may pre-qualify Contractors who have worked for the City of Wyoming in the past three (3) years without submitting the pre-qualification information. The Public Works Department will have the bid specifications available to only pre-qualified bidders on January 13, 2025.

### **Due Date and Time**

The City Clerk will receive bids for the Work submitted by the date and time stated below in accordance with this Request for Bids:

Due date and time: Tuesday, February 4, 2025, 11:00 A.M., local time

Place: Wyoming City Clerk's Office  
Wyoming City Hall  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509-0905

***\*If using United States Post Office (USPS) for delivery, add PO Box 905 to the mailing address above.***

All bids must include the fully signed Bid Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "**LARGE DIAMETER SANITARY SEWER INSPECTION AND ASSESSMENT**"

Bidders are solely responsible for ensuring delivery by the required date and time. Any bid, even if in route by U.S. mail or by courier service, or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the above specified due date and time, will not be opened and will be returned to the bidder. **Bids will not be accepted by e-mail or other form of electronic delivery.**

Bids received will be publicly opened and read immediately following the receiving date/time specified above.

### **Pre-Bid Meeting**

A pre-bid meeting will not be held.

### **Questions, Interpretations and Addenda**

Questions about or requests for interpretation of this request for bids, any of the plans and specifications, or any bid requirements may be directed via e-mail to [Jodie.Theis@wyomingmi.gov](mailto:Jodie.Theis@wyomingmi.gov). No questions or interpretations will be issued later than 24 hours before the due date for bids. Questions will not be answered by phone or in other oral communication. Addendums, answers to questions or interpretations that may be of general interest to all Bidders will be emailed to all that received the bid. Information on all changes, addendums, answers to questions or interpretations will also be available at the City's Public Works Department, 2660 Burlingame Ave SW, Wyoming, MI 49509.

It is the Bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the specifications and all Bidders shall be bound by such changes or addenda.



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## **GENERAL BID INFORMATION**

Bidders shall familiarize themselves with this bid document, standard terms and conditions, plans, specifications (including any issued addenda and interpretations), the work required, and site conditions prior to submitting its bid to ensure the fulfillment of the intent of the bid and contract documents.

### **Bid Requirements**

All bids shall remain valid for at least 90 days after submission.

Any bidder may withdraw his/her bid at any time prior to the scheduled time for the bid opening.

All bidders are responsible for the following in preparing and submitting a bid:

1. Reviewing and being familiar with this request for bid and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids will be posted on the City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids.
2. Reviewing the plans and specifications to determine if due to funding requirements, Davis-Bacon Act or other prevailing wage requirements, low- and moderate-income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid, the bidder accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred in this bid document are for reference only and need not be returned with the bid. They will, however, be part of the contract documents.

### **Bid Opening and Tabulation**

Bids will be publicly opened and read immediately following the due date and time stated on page 1 of this bid document. Bids will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

Results of the bid openings are generally available on the City's website [www.wyomingmi.gov](http://www.wyomingmi.gov) within 2-3 business days after scheduled bid opening.

### **City's Reservation of Rights**

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the bidder/contractor to comply with the specifications,
2. Reject any or all bids,
3. Waive any irregularities, nonconformities or technicalities of any bid,
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved using quoted unit prices,
5. Review the experience, qualifications, and other information about any bidder and any identified subcontractor(s) and consultant(s) submitted as part of the bid,

6. Make inquiries of others about, or investigate any bidder, any identified subcontractor(s) or consultant(s), and any of their personnel,
7. Require background checks of the personnel of any bidder or identified subcontractor or consultant of any bidder to be undertaken at the expense of the bidder,
8. Negotiate with one or more selected bidder(s), and
9. Award the contract in a manner and to such bidder as deemed to be in the best interest of the City.

### **General Description of Consideration Process**

Consideration of bids typically involves (i) review and tabulation of the bids and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom bidders have previously worked, (v) recommendation by the City Manager or the City Manager's designee (often a department director) to the City Council, (vi) finalization of contract documents with and the signature(s) of the recommended bidder, and (vii) City Council award of the contract. The City is not obligated to follow and may deviate from this typical process as deemed in the best interest of the City.

### **Consideration Factors**

While contract price/cost is an important factor in consideration of any bid, (i) the bidder's experience and expertise, (ii) the bidder's reputation, (iii) previous City experience with a bidder, (iv) the experience, expertise, reputation, and previous City experience with the bidder's identified subcontractors and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid.

## CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to any contract awarded pursuant to this request for bids. By submitting a signed bid, the bidder is attesting it complies with and promises it will comply with these Standard Terms and Conditions, except to the extent the contractor's bid identifies any specification, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified and proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the bidder to whom the contract is awarded.

1. Legal Compliance. Contractor, all Contractor's subcontractors, all Contractor's suppliers, all Contractor's consultants, and all of their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules and regulations.
2. Permits and Inspections. Unless the plans and specifications or the submitted bid state otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the Work under the contract and shall furnish copies of those licenses and permits to the City prior to commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed or is otherwise familiar with the grant requirements and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract. **NO GRANT FUNDS ARE USED IN THIS CONTRACT.**
4. Qualifications. Contractor represents and promises that:
  - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and must maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply the materials required by this contract.
  - B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracts by any federal department or agency; (ii) have within the last 3-years been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or criminally charged by a governmental entity with committing any of the offenses listed in this certification; or (iv) has within the last 3-years had one or more public contracts terminated for cause or default.
  - C. If the contract is for a Community Development Block Grant (CDBG) or other federal and/or state funded project, Contractor and subcontractors are not listed on the United States Department of Housing and Urban Development (HUD) listing of debarred and suspended participants. **NO CDBG FUNDS ARE USED IN THIS CONTRACT.**
  - D. Contractor and any subcontractor will register on the Federal SAM Registry available at: <https://usfcr.com>.
  - E. Contractor and any subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
  - F. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.



- G. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.
5. Diversity and Inclusion. Contractor and all Contractor's subcontractors, suppliers and consultants, will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. Contractor and all Contractor's subcontractors, suppliers and consultants will comply with all applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the following website: <https://www.eeoc.gov/>).
6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
- A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) any act that creates an appearance of impropriety with respect to the award or performance of this contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.
- B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its bid.
- C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made except in accordance with the City Manager's prior written approval.
8. Payment to Contractor.
- A. Contractor and all its subcontractors, suppliers and consultants shall, before beginning the Work, complete and return by email to the contact identified on page 1 of this bid an IRS W-9 form (available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>).
- B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to the City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
- C. Payment disputes will be resolved as provided in the contract. If no other provisions apply, the City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any such action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications or contract for call for the use, installation or acquisition for City use of materials, equipment, supplies or other items:
- A. Unless otherwise stated in the plans, specifications or proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
  - B. Specifications in this request for bids are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.
  - C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.
  - D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer, or any items provided or installed under the contract and shall ensure any warranties for such items are held by or assigned to the City.
  - E. If quantities are listed in this request for bids, the quantities are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.
  - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
  - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the Work and cleanup and remove of all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state otherwise, Contractor shall restore, without expense to the City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, the City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost the City incurs to do so from any amounts due Contractor.
12. Access to Work. City personnel, the City's design professional(s), and City representatives must always have access to all parts of the work and will be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. Taxes. The City is generally exempt from federal and state taxes, including state sales and use taxes, and a copy of its certificate of tax exemption can be requested by contacting the City Finance Department.
- A. Quotations must be separated to show the amount to be added for taxes of any kind if applicable.
  - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
  - C. On construction projects state sales taxes are applicable on materials only.
14. Records. Because the City is a public entity and because it receives funds from other governmental agencies: (i) the City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that the City disclose to those requesting them copies of all requested documents relating to the bid and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all Work under the contract for at least 6 years after completion of this contract. Contractor

shall, within 2 City business days of any City request, allow inspection, auditing and copying of all retained records.

15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
  - A. No right or duty of Contractor under this contract may be assigned or delegated without the City's prior written consent.
  - B. The contract will be binding on Contractor's successors and permitted assigns.
  - C. No other individuals or entities are intended to be beneficiaries of the contract.
16. Independent Contractor. Contractor and all Contractor's subcontractors and consultants are wholly independent of the City and none of any of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel and is also responsible for the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, the City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract documents otherwise provide, the following applies to any dispute about the bid, contract award, or this contract:
  - A. In case of Contractor's default, the City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances the City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.
  - B. Before filing any lawsuit, a party shall first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
  - C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.
  - D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. By submitting a bid a bidder is agreeing to this jurisdiction and venue.
  - E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
18. General Terms.
  - A. These terms and conditions may not be amended or modified except in writing signed by Contractor and the City. These terms and conditions shall not be affected by any course of dealing.
  - B. The captions are for reference and will not affect the interpretation of these terms and conditions.
  - C. The contract is made in Kent County, Michigan.
  - D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
  - E. Reference to any City officer includes that City officer's designee(s).



## **BONDS AND LIENS**

### **Bid Bond**

A Bid Bond is not required for this project.

### **Payment Bond**

Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.

If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

### **Performance Bond**

Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.

If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

### **No Liens**

Under Michigan, law construction liens may not be placed on public projects or the property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If any subcontractor, supplier or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take any steps needed to secure the release of that lien and Contractor will indemnify the City for any costs the City incurs to secure the release of that lien.

## RISK ALLOCATION AND INSURANCE

### Risk Allocation

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

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

### Insurance

Contractors performing work on City property or public right-of-way for the City shall provide the City with copies of all certificates of insurance, policies and endorsements evidencing the coverage and coverage provisions identified below.

1. Contractors shall also provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
2. All insurance carriers shall be "A" rated by the A.M. Best Company.
3. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.
4. The Contractor shall, as part of the insurance coverage to be furnished, include specific coverage, by endorsement in the aforesaid amount for the so-called Explosion, Collapse, and Underground Hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to building or adjacent structures arising from excavation or tunneling, and damage sustained by wires, conduits, mains and the like, occasioned by the Contractor's subsurface operation.
5. All policies shall provide the following notification of cancellation or material change:  
  
It is understood and agreed that 30-days, 10-days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Wyoming - Public Works, 2660 Burlingame Ave SW, Wyoming, MI 49509.
6. If any of the insurance is canceled, the Contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
7. If the following chart states that additional insured have to be named for any of the listed types of insurance, certificates of insurance and all needed endorsements for that insurance shall provide the following are covered:
  - A. City of Wyoming,
  - B. Authorities created by the City of Wyoming,
  - C. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
8. If additional insureds have to be named, the following shall apply:
  - A. Coverage afforded to the required insureds or additional insured shall be primary and non-contributory and any other insurance or coverage of the City's that may be in effect shall be secondary and/or excess.
  - B. A waiver of subrogation shall be included in favor of the Additional Insureds.

Unless otherwise provided in the specifications, Contractor shall provide the following insurance:

Required Limits	Additional Requirements
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$3,000,000 Each Occurrence Limit \$3,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Shall include an endorsement, including ongoing and products-completed operations (CG 2010 and CG 2037 or equivalent) <u><b>Additional Insureds are required.</b></u>
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person \$3,000,000 per occurrence \$3,000,000 per accident, <u>or</u> \$3,000,000 Combined Single Limit, ea. accident	<u><b>Additional Insureds are required.</b></u>
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE</b>	
Minimal Limits: \$500,000 each accident \$500,000 Disease, each employee \$500,000 Disease – policy limit	Coverage shall be in accordance with all applicable Michigan statutes. Except where prohibited by law, waiver of subrogation is required covering the following: A. City of Wyoming B. Authorities created by the City of Wyoming, C. NAME OF ENGINEERING OR ARCHITECTURAL FIRM, if applicable D. If this is an MDOT project, STATE OF MICHIGAN, MICHIGAN DEPARTMENT OF TRANSPORTATION, AND MICHIGAN TRANSPORTATION COMMISSION. E. If this is a Natural Resources Trust Fund Project, THE MICHIGAN NATURAL RESOURCES TRUST FUND, AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES. F. If there are other grant funds included or a private property owner involved, there may be other required insureds. G. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
<b>EXCESS/UMBRELLA INSURANCE</b>	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). <u><b>Additional Insureds are required.</b></u>
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$ __ 0 ___.	The City of Wyoming shall be "Named Insured" on said coverage. A 30-day, 10-day for non-payment of premium, notice of cancellation shall be endorsed onto this policy.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$ __ 0 ___.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. <u><b>Additional Insureds are required.</b></u>
<b>PROFESSIONAL LIABILITY</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$ __ 0 ___.	If this policy is claims made form, then Contractor keep the policy in force, or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$ __ 0 ___.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.



# Sample Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Agency 123 Main Street Anywhere MI 12345		<b>CONTACT NAME:</b> John Smith <b>PHONE (A/C, Ho, Ext):</b> 555-555-1234 <b>FAX (A/C, No):</b> 555-555-5678 <b>E-MAIL ADDRESS:</b> johnsmith@johnsmith.com	
<b>INSURED</b> XYZ Construction Company 456 Main Street Anywhere MI 12345		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ABC Insurance Company <b>NAIC #</b> 00000 <b>INSURER B:</b> DEF Insurance Company <b>10001</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADOL (SUBA) (BND) (WYO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	00-00-00-00			EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	00-00-00-00			COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	00-00-00-00			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule may be attached if more space is required)

City of Wyoming Project Name:  
 The following are additional insureds: (i) City of Wyoming, (ii) all authorities, boards and bodies created by the City of Wyoming, (iii) Name of Engineering/Architectural Firm (if applicable), (iv) State of Michigan, Michigan Department of Transportation, and Michigan Transportation Commission or other entities (if applicable) (v) all directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of those entities. For additional insureds this coverage will be primary and any other insurance covering them will be secondary. Subrogation is waived for all additional insureds.  
 Additional Insured - See Endorsement. Cancellation Notice - See Endorsement. Primary & Secondary - See Endorsement.

<b>CERTIFICATE HOLDER</b> City of Wyoming Public Works Department 2680 Burlingame Ave SW Wyoming MI 49509	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AGENT SIGNATURE
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ACORD 25 (2016/03)

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## CITY OF WYOMING STANDARD SPECIFICATIONS FOR CONSTRUCTION

The City of Wyoming Engineering Division maintains standard construction specifications that may be referenced throughout this Request for Bids document. These specifications are available online at:

<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>

# TECHNICAL BID SPECIFICATIONS

## Scope

1. It is the intent of the City of Wyoming to receive bids for the inspection and assessment of large diameter (24" – 66") sanitary sewer main trunk lines. The work shall include, but not be limited to the preparation of the work site, protection of existing conditions during work; protection of the site during the life of the project, including necessary watchmen, warning lights, barricades, traffic control, dust control and maintenance of traffic as needed; and the cleanup of the worksite, including maintenance of surfaces such as paving, and seeding, sodding and gravel, as needed if damaged.
2. The Contractor shall furnish all supervision, labor, equipment, materials, tools, mobilization, traffic control devices and permits as specified herein and follow all laws, regulations and industry standards.
3. The project is located within the City of Wyoming. The locations are identified on Attachment A – Sanitary Trunk Maps.
  - A. It is the intent of the City to inspect all of the main sanitary trunk lines in the City over a period of time. The contract amounts are subject to the availability of funds and approval of annual budgets.
    - i. The budget for the first year of the bid is approximately \$250,000.00. The final locations for this fiscal year (Ending June 30) shall be determined after the award of bid, based upon awarded unit cost.
  - B. Upon award of bid, a Pre-Construction meeting shall be set up and a map of all locations for the inspections shall be given to the Contractor.
4. The City reserves the right to increase, decrease or cancel any project at any time.

## Work

1. Sanitary sewer inspection and evaluation to identify overall condition, including Inflow & Infiltration (I&I), cracks, and all other defects, ovality and sediment level in accordance with National Association of Sewer Service Companies (NASSCO) guidelines.
  - A. The Contractor shall complete an assessment of the sanitary sewer pipe via CCTV, Sonar and Laser based technology, or via multi-sensor inspection technology that includes, but is not limited to digital CCTV, sonar profiling based technology and laser profiling (LiDAR) technology.
    - i. Video Inspection/CCTV
      - a. All CCTV inspections shall be completed by trained operators that are certified in NASSCO's Pipeline Assessment and Certification Program (PACP) to
      - b. The camera shall be a pan-tilt-zoom type or shall capture wide-angle images of at least 3-megapixel resolution. The lens shall be kept clear of condensation and debris during the CCTV inspection.
      - c. The color television camera used for the inspection shall be one which is specifically designed and constructed for the type of work being performed and shall be operative in 100% humidity conditions.
      - d. Lighting intensity shall be adjusted to minimize glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered.
      - e. The camera, television monitor and other components of the video system shall combine to produce a color picture quality satisfactory to the City. In the event the picture quality is unsatisfactory, the equipment shall be removed or replaced.
    - ii. Sonar Profiler
      - a. The sonar profiling equipment shall measure the 360-degree profile of the submerged portion of the pipeline interior.

- b. The sonar device shall measure at least 1 profile slice per second.
  - iii. Laser Profiler or LiDAR
    - a. The equipment shall accurately measure and model the interior pipe wall as well as the geometry above the flow level.
    - b. All laser devices must conform to the US-IEC standards for eye safety.
    - c. The device shall measure the interior pipe wall geometry to 0.25% of true diameter.
  - iv. Multi-Sensor Inspection
    - a. The equipment shall be capable of inspections of pipe segments from a single deployment.
    - b. The inspection equipment shall be capable of inspecting either upstream or downstream from a given access point.
- B. All mains are active and have varying flow depths.
- C. Access to manholes may not be accessible from a roadway or readily available.
  - i. Coordination of access shall be coordinated with the City.
- 2. Protection of Personal and Public Property
  - A. The Contractor shall use all means necessary to protect personal and public property during the project as stated in section 1.08.01 of the City of Wyoming Standard Specifications for Construction.
  - B. Any damage to public or private property must be reported immediately to the City.
    - i. The Contractor shall be responsible for repairing/replacing any personal or public property that has been damaged.
  - C. No debris shall be allowed to enter the existing pipes. If debris does enter the line, the Contractor shall be responsible for cleaning the appropriate sewer line and making any necessary repairs.
- 3. Any permits, licenses, certificates, or fees required in the performance of this bid shall be obtained and paid for by the Contractor.

### **Flow Control and Back-Ups**

- 1. Flow Control
  - A. The flow may not be stopped and held in the upstream main.
  - B. The Contractor shall maintain all active pipes in operating condition during the project.
- 2. Back-Ups
  - A. The Contractor shall assure work on pipes will not cause flows to backup into buildings or onto other property.
  - B. All property damage resulting from the Contractors work shall be properly corrected by the Contractor in a timely manner and at no cost to the City.
  - C. The Contractor shall respond to the back-up following the City's procedure which can be found in Section 8 of the City Council Policy Manual:  
<https://www.wyomingmi.gov/Portals/0/Documents/Government/Transparency/City%20Council%20Policy%20Manual.pdf>

### **Deliverables**

- 1. Digital media location records shall be submitted that clearly shows the location from the manhole wall in relation to an adjacent manhole. Infiltration, cracks and other points of significance as defined in the PACP defect codes shall be recorded. These include, but are not limited to:
  - A. GIS/GPS locations of manhole structures, location of unusual conditions, roots, cracks, fractures, broken pipes, presence of scale and corrosion and other discernable features.



- B. Graphic or tabular ovality measurements and location in the pipe segment
  - C. Graphic or tabular corrosion measurements and location
  - D. Graphic or tabular sediment level measurements and location
  - E. "Flat view" and 3-D representations of geometric measurements in digital format
  - F. Dimensional data observations
2. All reports shall reference the unique trunk number and upstream and downstream manhole codes as shown on the attached maps. Example: Trunk 60, Upstream Manhole # 045 to Downstream Manhole # 046.
  3. Digital photographs of the pipe condition and all defects shall be located in relation from adjacent manhole
  4. Digital media recordings to have visual record of the inspections. The naming of the video file shall have the format of Trunk Number\_Starting Manhole-Ending Manhole\_Date of Inspection. For example: T60\_045-046\_090321.mpg
  5. The City will provide the ArcGIS shapefiles for the sanitary truck system to the contractor upon award of bid. The Contractor must provide a shapefile that is compatible with the existing system and is able to be directly imported, including the GPS points (minimum accuracy of 1-foot) of the upstream and downstream manholes, and all defects showing relationally from these points.
  6. Weekly Log Inspection
    - A. The Contractor shall keep a weekly log of the sewer lines that were inspected and/or televised. The log shall contain the following: Date, Trunk Number, Manhole Numbers, Pipe Sizes, Linear Feet, and any comments. This is to ensure that the project stays within the annual budget.
    - B. The daily log shall be sent via email on a weekly basis to report the work that was completed.
  7. USB Storage Devices and a USB Portable Hard Drive
    - A. For each trunk the Contractor shall submit a USB Storage Device that contains the video recordings, Tabular Reports, Pipe Graphic Reports, all other reports, photos and videos for each section that was inspected.
      - i. Video inspections shall be in a .mpg format, or pre-approved equal.
      - ii. The naming of the video files shall have the format of Trunk Number\_Starting Manhole-Ending Manhole\_Date of Inspection. For example: 64\_045-046\_090321.mpg
      - iii. The USB devices shall not contain videos or reports from more than one trunk.
      - iv. The USB devices shall be labeled with the inspection year, and trunk number.
  8. Once the project is completed, the Contractor shall submit a USB Portable Hard Drive device that contains video recordings, Tabular Reports, Pipe Graphic Reports and all other reports from each area that was completed.
    - i. The portable hard drive shall be labeled as follows: "City of Wyoming, Sanitary Inspection 20XX"
  9. Printed Inspection Reports
    - A. The Contractor shall provide to the City printed Tabular Reports, Pipe Graphic Reports and all other reports of the inspections which shall remain the property of the City.
    - B. The printed reports shall contain, at a minimum, the following information:
      - i. Date and Time of the Inspection; Trunk Number, Street/Easement Name, Starting and Ending Manhole Numbers, Pipe Size and Material, Actual Length of Section, Televised Length of Section, Direction of Flow, Camera Direction, USB Report Number and PACP scores
      - ii. The locations in relation to adjacent manholes of other points of significance, including but not limited to: sewer lateral connections, roots, grease, cracks, fractures, broken or collapsed pipe, presence of scale and corrosion, and other discernible features or unusual conditions as defined in the PACP standards.
      - iii. Lateral connections shall be identified by the distance from manhole and shall be noted as either "active" or "capped".
      - iv. Depth of manhole measured from flow line invert to top of casting and condition of manhole

structures shall be noted in the report.

- C. The printed reports shall be submitted to the City in a 3-ring binder.
- i. There shall be one trunk per binder. The binder cover and binder spine shall have a computer-generated label with the following information: "City of Wyoming – Sanitary Inspection 20XX, Trunk XX"
  - ii. Each binder shall contain the following information:
    - a. A summary index, sorted by upstream manhole number, of all pipeline sections in the trunk with the following fields in the order listed: Date of inspection, Area, Trunk, Street Name, Upstream Manhole Number, Downstream Manhole Number, Pipe Size, Total Pipe Length, Televised Pipe Length, Pipe Material, USB Setup Number.
    - b. An observation table of all defects, sorted by upstream manhole number, of all line sections in the trunk with the following fields in the order listed: Trunk, Street name, Upstream Manhole Number, Downstream Manhole Number, Position of Defect, Observation Code (PACP), Observation Description (PACP), Structural Grade (PACP), O&M Grade (PACP), Overall Grade (PACP).
    - c. Printed reports for each line section in the trunk, as outlined above
    - d. The USB Storage Device, as outlined above.

### **Progress Schedule and Completion Date**

Following the award of the Contract by the City, the Contractor shall prepare a detailed Schedule of Operations that shall indicate the sequence of work. The schedule will be submitted to the City for approval. If any work is to be completed outside of the hours below, City approval is required.

Start date:	Work may begin immediately following the execution of the Contract.
Work hours:	Monday through Friday, 7:30 a.m. – 7:30 p.m. Saturday, 7:30 a.m. – 5:00 p.m.
No work on:	SUNDAYS OR CITY HOLIDAYS
Completion date:	On or before June 14, 2025, unless approved by the City.

### **Safety**

1. All operations shall be conducted in compliance with all State safety requirements.
  - A. Hard hats shall always be worn near equipment.
  - B. MIOSHA approved safety vests with proper reflective striping shall always be worn while working in the City's streets, medians and right-of-ways.
  - C. All work shall be completed in compliance with MIOSHA standards.
  - D. All traffic laws and regulations shall be followed.

### **Traffic Control**

1. All traffic control shall be the responsibility of the Contractor and shall be completed in accordance with MI-MUTCD standards.
  - A. The Contractor shall be responsible for providing all lights, cones, flagmen, barricades, flashers, signage or other warning devices necessary to adequately protect all obstructions within the work zone area and maintain a safe traffic pattern around the work area. All equipment shall be properly maintained throughout the project.

- B. All traffic control shall be per the City of Wyoming Guide for Work Area Traffic Control and The Michigan Manual of Uniform Traffic Control Devices (MI-MUTCD).
- C. The Contractor shall not be allowed to close a street unless it was approved at least 2 weeks in advance or otherwise approved by the Public Services Supervisor. No street closing will be allowed unless the residents have been notified 24 hours prior to closing, all necessary advertising has been completed, and all required warning signs placed. Street closing shall be accomplished by use of flashers or barricades.
  - i. Any questions regarding traffic control should be directed to the City Traffic Department, (616) 530-7263.

### **Warranties**

1. The Contractor shall warrant all work to be free of defects in workmanship and materials for a period of one year from the date of final acceptance of all work.

### **Acceptance and Payment**

1. Work shall be completed within the specified schedule and in accordance with the specifications.
2. No payment for services will be rendered unless all conditions as specified are met.
3. Contractor shall submit all deliverables, i.e., Weekly Logs, Reports and USB Portable Hard Drive, to the City for review and acceptance.
  - A. Contractor shall submit monthly invoices. The invoice shall include the following information: Dates work performed, Trunk, location, size of pipe and Footage of the sections televised.
4. Once the deliverables and videos are reviewed and are deemed acceptable by the City, payment shall be made in accordance with the unit prices stated on the Bid Form for the quantity of work performed.

### **Subcontractors**

1. Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the bidder will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants.

### **Liquidated Damages**

1. Liquidated Damages shall be assessed by the amount indicated in the table below. Liquidated Damages shall be assessed per workday as identified in the section on Progress Schedule.
2. Progress Schedule. Liquidated Damages shall be assessed the first workday after the completion date as identified in the table below.

Original Contract Amount			Liquidated Damages per Workday
\$0	to	\$49,999	\$ 200
50,000	to	99,999	400
100,000	to	499,999	600
500,000	to	999,999	900
1,000,000	to	1,999,999	1,300



2,000,000	to	4,999,999	1,550
5,000,000	to	9,999,999	2,650
10,000,000	to	19,999,999	3,000
20,000,000	to	49,999,999	3,800
50,000,000	and above		4,500

### **Discrepancies in Plans and Specifications**

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 1 of this document, who will correct such discrepancies, errors, or omissions in writing.
2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
  - Contract/Purchase Order
  - Bid Proposal on the City's Form - without any additions or changes
  - Technical Bid Specifications
  - Instructions to Bidders
  - General Bid Information
  - City Contract Standard Terms and Conditions
  - Drawings
  - City of Wyoming Standard Specifications for Construction
  - Prequalification Documents
3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

## CONTRACT FORM

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

### City Standard Contract for Large Diameter Sanitary Sewer Inspection and Assessment

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

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

"City" means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509.

"Contractor" means:

RedZone Robotics, Inc.

LEGAL NAME OF COMPANY

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

Corporation formed in Delaware

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

195 Thorn Hill Road, Suite 110

ADDRESS

Warrendale

PA

15086

CITY

STATE

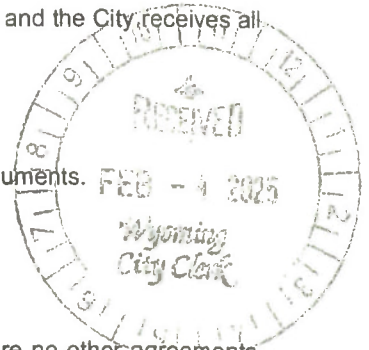
ZIP CODE

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

### Terms and Conditions

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

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



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

### **City of Wyoming:**

By: \_\_\_\_\_  
John Shay, City Manager

Date signed: \_\_\_\_\_, 202\_\_

Approved as to form:

Heather Chapman, Deputy City Attorney

### **Contractor:**

RedZone Robotics, Inc.

(Type or print Contractor's name)

By: James Blackett  
Signature for bidder

James Blackett  
Printed name of person signing for bidder

Controller  
Title of person signing for bidder

Date signed: 1-30-2025, 202\_\_

EXHIBIT B  
PROPOSAL





September 15, 2025

Jodie Theis  
Public Services Supervisor | Public Works  
2660 Burlingame Ave SW, Wyoming, MI 49509  
[Jodie.Theis@wyomingmi.gov](mailto:Jodie.Theis@wyomingmi.gov)

**RE: LARGE DIAMETER SANITARY SEWER INSPECTION AND ASSESSMENT - BID # 2242**

Dear Jodie,

Please be advised that RedZone Robotics, Inc. will hold the current pricing on the above-referenced project through June 30, 2026. Below is the pricing summary (unchanged from the original bid):

Item Description	Unit	Red Zone Robotics
CCTV and Sonar Sewer Inspection – 24" to 36" Diameter	L.F.	\$5.95
CCTV and Sonar Sewer Inspection – 37" to 48" Diameter	L.F.	\$5.95
CCTV and Sonar Sewer Inspection – 49" to 66" Diameter	L.F.	\$5.95
Laser Sewer Inspection – 24" to 36" Diameter	L.F.	\$1.30
Laser Sewer Inspection – 37" to 48" Diameter	L.F.	\$1.30
Laser Sewer Inspection – 49" to 66" Diameter	L.F.	\$1.30
Multi-Sensor Sewer Inspection – 24" to 36" Diameter	L.F.	\$6.95
Multi-Sensor Sewer Inspection – 37" to 48" Diameter	L.F.	\$6.95
Multi-Sensor Sewer Inspection – 49" to 66" Diameter	L.F.	\$6.95

Sincerely,

Sam Cancilla  
VP Business Development  
RedZone Robotics, Inc.



RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
WWTP Main Building Coating Project	VanDerKolk Painting, Inc.	\$57,458.00

2. City Council authorizes a 5% contingency for WWTP Main Building Coating Project.
3. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 6, 2025.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Tab Sheet  
Contract

Resolution No. \_\_\_\_\_

## **STAFF REPORT**

Date: September 18, 2025

Subject: WWTP Main Building Coating Project

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: October 6, 2025

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### **RECOMMENDATION:**

It is recommended that the City Council award the bid for the Wastewater Treatment Plant Main Building Coating Project to VanDerKolk Painting, Inc. in the amount of \$57,458.00 plus a 5% contingency for a total amount of \$60,400.00.

### **ALIGNMENT WITH STRATEGIC PLAN:**

- PILLAR 3 – STEWARDSHIP
  - GOAL 3 – Improve City infrastructure and service reliability

### **DISCUSSION:**

The Wastewater Treatment Plant Main Building requires painting in several areas due to coating deterioration and mildew growth. Recoating these areas is a simple yet effective method to preserve the building's functionality, durability, and appearance.

Therefore, a scope of work was developed, and the project was competitively bid with specifications made available via the City's website. Thirty-nine registered bidders requested the project specifications, and on August 27, three coating contractors attended the project pre-bid meeting. On Tuesday, September 16, three bids were received, and their costs are summarized in the following tabulation.

Upon review of the bid documents received, VanDerKolk Painting was identified as the lowest bidder who met all the specification requirements. VanDerKolk Painting has been serving the West Michigan area for over thirty years and has successfully performed various industrial coating projects for the utility plants. Based on their bid proposal and history of successful projects, it is recommended that the City Council award the Wastewater Treatment Plant Main Building Coating Project to VanDerKolk Painting, Inc.

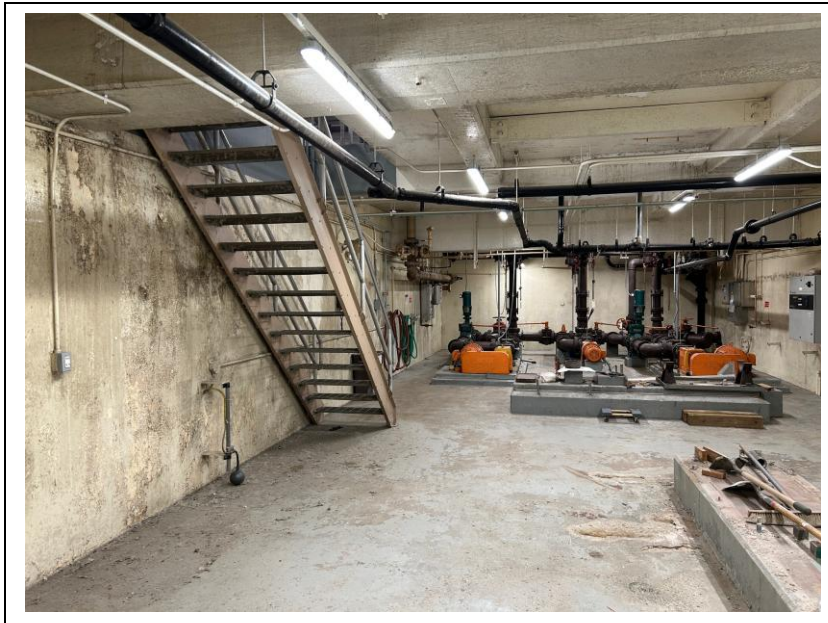


**TABULATION:**

Bidder Name	Total Bid Amount
VanDerKolk Painting, Inc.	\$57,458.00
Fedewa, Inc.	\$61,400.00
Dave Cole Coatings, LLC	\$69,925.00

**BUDGET IMPACT:**

Adequate funds exist in Sewer Fund account #590-536-54300-930.000.

**PHOTOS:**

CITY of WYOMING

WWTP MAIN BUILDING COATING PROJECT CONTRACT  
CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

VAN DER KOLK PAINTING, INC.  
(Name of contracting entity)  
S CORPORATION  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
225 GRAHAM ST SW  
(Contractor's office address)  
GRAND RAPIDS MI  
(Contractor's city, state & zip)

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

Effective Date means: 9/16, 2025

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

NONE

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: VAN DER KOLK PAINTING, INC.

By: \_\_\_\_\_  
John Shay, City Manager

By: Tom Van Der Kolk  
(Signature officer, director, or principal of Contractor)  
TOM VAN DER KOLK  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: \_\_\_\_\_, 20\_\_\_\_

Date signed: 9/16, 2025

Approved as to form: [Signature]  
\_\_\_\_\_  
Gregory T. Stremers, City Attorney