



MICHIGAN

AGENDA
WYOMING CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, NOVEMBER 17, 2025, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Berry Petrucci, Wyoming Park United Methodist 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 November 3, 2025, Regular Meeting and November 10, 2025, Work Session.
- 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
 - b) Proclamations
- 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.
- 14) Resolutions**
- 15) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - a) To Accept a Quote for the Purchase and Installation of a DSX Access Control System For the Wyoming Senior Center
 - b) To Accept a Proposal for Professional Services for the Lamar Park Stage Development

- c) To Accept a Proposal for Bridge Engineering Services
- d) To Accept a Proposal for Engineering Services for Pump and Valve Replacements
- e) To Accept a Quote for Aquatic Informatics Software
- f) To Accept a Proposal for Screen Guide Rail Repair
- g) To Accept a Quote for Site Restoration and Improvements to the South Lagoon Access Road
- h) For the Purchase of a Refrigerant Detector
- i) For Award of Bid
 1. WWTP Building B and V Roof Replacement
 2. Public Safety Tactical Headsets and Accessories
 3. Winter Mix Asphalt
 4. Waterwork Fittings

16) Ordinances

16-25 Bond Ordinance for Financing the Third Water Transmission Main (Immediate Effect)

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 or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

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

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE
PURCHASE AND INSTALLATION OF A DSX ACCESS CONTROL SYSTEM
FOR THE WYOMING SENIOR CENTER (WSC)

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from EPS Security for the purchase and installation of a DSX Access Control System for the WSC in the total estimated amount of \$35,281.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote for the purchase and installation of a DSX Access Control System for the WSC.
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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 17, 2025.

ATTACHMENTS:

Staff Report
Contract/Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 15, 2025
 Subject: DSX Access Control System for the Wyoming Senior Center
 From: Chad Boprie, Recreation Facility Manager
 CC: Krashawn Martin, Director of Parks and Recreation
 Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase and installation of a DSX Access Control System for the Wyoming Senior Center that will allow more secure access to the facility in the amount of \$35,281.00 from EPS.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City received two quotes for the purchase and installation of a DSX Access Control System for the Wyoming Senior Center. Two (2) companies are the sole providers for this type of system, EPS and Knight Watch. EPS provided a quote in the amount of \$35,281.00 and Knight Watch provided a quote in the amount of \$59,335.60. Parks and Recreation and Information Technology staff evaluated quotes based on the understanding of the project, detail specifications provided, and equipment. After reviewing the quotes, EPS had the most competitive price and met all specifications of the bid.

Therefore, it is recommended the City Council award the bid for the purchase and installation DSX Access Control System to EPS for the bid prices shown on the attached tabulation sheet.

TABULATION:

EPS	\$35,281.00	DSX Access Control System
Knight Watch	\$59,335.60	DSX Access Control System

BUDGET IMPACT:

Funds are budgeted in account number 251-701-69422-975.000

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 28th St SW, Wyoming, MI 49509.

Contractor means:

EPS Security
(Name of contracting entity)
A Michigan Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
750 Front Ave NW
(Contractor's street address)
Grand Rapids, MI 49504
(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: 11/18, 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

Contractor:

By: _____
John Shay, City Manager

By: 
(Signature officer, director, or principal of Contractor)
JEFF YOUNG SALES MANAGER
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: _____, 20__

Date signed: 11/13, 2025

Approved as to form:



Gregory T. Stremers, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Nondiscrimination and Respect.** City is committed to 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 a completed IRS W-9 form (available at www.irs.gov).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



Wyoming Senior Center

2380 De Hoop Ave SW

Wyoming MI 49509

RE: DSX Access Control Proposal



The proposed EPS access control system will be programmed and managed by EPS you or your staff on site. This system enables EPS you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

Access Control Equipment to be Installed

- 1 DSX 8-Door Memory Upgrade
- 1 DSX 2-Door Panel with Nonvolatile Memory
- 2 DSX-1042 2-Door Expansion Module with Nonvolatile Memory
- 2 DSX 27V Strike Power Supply
- 14 HID Signo20 Mullion w/ Pigtail
- 8 Battery 12v 7ah
- 14 Door Locking Hardware Package
- 1750 Wire Structured Cable Windy City
- 4 Misc Hardware/Consumables
- 7 Conduit 10' Unit 1/2"

Access Control System Investment

One Time Installation Charge \$35,281.00 Plus Tax

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

Monthly Services \$0.00

- Service Agreement**
- Administration**
- Reports**
- Preventative Maintenance**

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

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

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

Additional Notes and Exclusions

Proposal Includes door locking device for only 1 of the two doors on the exterior and interior of each of the three vestibules.

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

- 25% deposit required on COMMERCIAL accounts. EPS will invoice the deposit prior to work commencing.
- 50% deposit required on RESIDENTIAL accounts. EPS will invoice the deposit prior to work commencing.
- EPS reserves the right to progress bill the installation based on a % of completion for installation that exceeds 60 days

Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

09/09/2025

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
PROFESSIONAL SERVICES FOR THE LAMAR PARK STAGE DEVELOPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal for professional services from M.C. Smith Associates and Architectural Group, Inc. d/b/a MCSA Group, Inc. for design development, construction documents, bidding, and construction administration for the development of a permanent stage at Lamar Park in the total estimated amount of \$161,370.00.

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 Lamar Park stage development.
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: November 17, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

Staff Report

Date: November 6, 2025
Subject: Professional Services for Lamar Park Stage Development
From: Krashawn Martin, Director of Parks and Recreation
Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended that City Council approve the proposal for professional services from MCSA Group, Inc. for design development, construction documents, bidding, and construction administration for the development of a permanent stage at Lamar Park in the amount of \$161,370.00.

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 nearly 700 acres of parkland and natural resources and offers more than 500 youth, adult, senior, and family recreational programs. Lamar Park hosts several signature events each year, including a summer concert series that attracts nearly 8,000 attendees annually and continues to grow.

The department currently uses a temporary stage that has been in service for more than 20 years. The stage is now in poor condition, and the cost of repairs exceeds its value. Previously, the stage could be rented by other communities; however, this practice was discontinued due to safety concerns and inefficiencies in staff time and transportation.

To address these issues, the department engaged MCSA Group, Inc. to provide design and architectural plans, construction details, bidding services, and construction administration for a permanent, multipurpose stage at Lamar Park. The stage will accommodate an audience of 700–1,000 people and include integrated sound and acoustic systems. Additional features will include climate-controlled storage, two unisex

restrooms, a small green room, and a mechanical/electrical utility room. The structure will be approximately 40 feet by 24 feet.

Below is a summary of the proposed professional services costs:

Professional Service Fees:	
Architectural and Landscape Architecture	\$ 81,320.00
Mechanical, plumbing, electrical + structural	\$ 9,800.00
Civil engineering	\$ 2,500.00
Other:	
Topographical survey	\$ 4,100.00
Soil borings and report	\$ 6,200.00
Acoustical engineering	\$ 19,200.00
Audiovisual design	\$ 38,250.00
TOTAL:	\$ 161,370.00

BUDGET IMPACT:

Funds are budgeted in account number 208-751-75600-975.111

Attachments:
Contract
Proposal

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

Effective Date means November 18, 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:

- Professional will perform the Services and provide the deliverables as detailed in the Proposal.
- City will pay the Professional in accordance with the Proposal.
- 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.

By: 

[Signature officer, director or principal of Professional]
T. Smith
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 11/4, 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 a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

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

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

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
COMMERCIAL GENERAL LIABILITY	
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).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
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

June 16, 2025

Kreshawn Martin, CPRP
Director of Parks and Recreation
1155 28th Street SW
Wyoming, MI 49509

RE: Permanent Stage at Lamar Park

Dear Kreshawn,

Pursuant to our meeting, I want to provide you with this proposal for the Professional Services of MCSA Group, Inc. for the design and architectural plans, details, bidding and construction administration of a permanent stage at Lamar Park in Wyoming, Michigan.

The City currently uses a temporary stage at Lamar Park for events and is seeking to build a new permanent stage that can accommodate 700-1000 people. This multi-purpose stage shall include a sound system and appropriate acoustics. Additionally, the stage shall be large enough to include storage for other items. The storage shall be climate controlled with radiant heat to accommodate sound equipment. Two unisex toilet rooms, a small “green room” and mechanical/ electrical utility room shall be supporting the functionality of the new amphitheater stage. The anticipated stage size for the purpose of this proposal preparation is approximately 40 feet x 24 feet.

The character and style of the stage shall be complementary to the other architectural elements at the park with wrap - around stone columns and a metal roof.

We as a team of architectural (MCSA Group, Inc) and engineering professional (Comprehensive Engineering) including a specialty consultants ABD Engineering & Design, Inc. have evaluated the tasks and scope of work required for a new stage and associated site design improvements project at Lamar Park.

Proposed comprehensive professional services are for architectural, mechanical, plumbing, electrical and structural engineering, civil engineering associated with new stage. To complement these services and assure great outcome of future multi-use functions and performances we included services of ABD Engineering & Design consultants to evaluate noise and design acoustical and audio/ visual components.

Architectural, MEP and Structural scope of work services include:

Task 1: Design Development:

- A. Preliminary Meeting confirming scope and needs.
- B. On site inventory of existing park area in location designated for future stage placement.
- C. Preliminary Design & Review meeting.

Lamar Park New Stage Fee Proposal
Ms. Kreshawn Martin, CPRP
Director of Parks and Recreation
City of Wyoming

June 16, 2025

- D. Design Development & Review meetings (50% progress).
- E. Final Design & Review meeting.

Task 2: Construction Documents:

- A. Construction Documents & 50% progress review meeting.
- B. Construction Documents & 100% final review meeting.
- C. Submittal for building inspection review.
- D. Bid set documentation.

Task 3: Bidding and Construction Administration:

- A. Pre-bid meeting & Addenda.
- B. Shop Drawings, RFPs, Pay Applications review, Bulletins/ Change Orders.
- C. Bi-weekly site visits & monthly on-line progress meetings.
- D. Punch List & Certificate of Substantial Completion.
- E. Closeout documents review.

The acoustic engineering consultants' services are available at two levels of involvement:

A. Acoustical Engineering	\$19,200.00
B. Audiovisual Design	\$38,250.00

We are attaching a comprehensive description of the scope of services as it was prepared by ABD Engineering & Design specifically for this project.

In addition to the A/E professional service, we will be providing following components required to successfully design and construct new stage at Lamar Park:

Topographic Survey	\$ 4,100.00
Soil Borings and Report	\$ 6,200.00

Professional services fees are as follows:

Architectural and Landscape Architecture (MCSA Group, Inc.)	\$81,320.00
Mechanical, Plumbing, Electrical + Structural (Matrix Consulting Engineers)	\$9,800.00
Civil Engineering (LRE)	<u>\$ 2,500.00</u>
A/E services & engineering components (<u>exclusive</u> of ABD Engineering) Total:	\$103,920.00

- The anticipated duration of the new restroom building construction is 6 months. The construction administration services fees are based on architect's 12 visits (bi-weekly) to the site.
- It is stipulated that construction documents review fees when submitting to City of Wyoming Building Inspection Department will be covered by the Owner.

All printing and millage costs are included in the proposed fees.

Additional professional services can be provided on an hourly base using current billable hourly rates for each of A/E firms.

Lamar Park New Stage Fee Proposal
Ms. Kreshawn Martin, CPRP
Director of Parks and Recreation
City of Wyoming

June 16, 2025

Thank you for this 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. continue serving your organization in our professional capacity.

Sincerely,

MCSA Group, Inc.

A handwritten signature in blue ink, appearing to read 'Tiffany Smith', written in a cursive style.

Tiffany Smith, President

Attachment: Fee Proposal from ABD Engineering & Design.



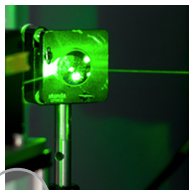
ABD Engineering & Design

Architectural Acoustics • AV Design • Noise & Vibration

Lamar Park Amphitheater

MCSA Group, Inc.

Acoustical Consulting & Audiovisual Design Proposal



May 30, 2025

To: Jolanta Stecka
MCSA Group, Inc.
529 Greenwood Ave. SE
East Grand Rapids, MI 49506
jstecka@mcsagroup.com | (616) 451-3346



Re: P-4879 - MCSA - Lamar Park Amphitheater - Acoustics-AV 20250530

Thank you for inviting ABD Engineering & Design, Inc. (ABD) to submit a proposal for your Lamar Park Amphitheater project. ABD is proud to be owned and led by women. Our certifications include:

- Oregon Certification Office for Business Inclusion and Diversity (COBID) Women Business Enterprise (WBE)
- Washington State Office of Minority and Women's Business Enterprises (WA-OMWBE)
- Wisconsin Department of Administration Woman-Owned Business Enterprise (W)BE
- Women's Business Enterprise National Certification (WBENC) and Woman Owned Small Business (WOSB).

ABD provides

Practical Solutions: We focus on the specific needs of your individual project. We work with you to provide engineered practical solutions you can implement in stages, or all at once.

Responsiveness: Our timely communications give you the right information at the right time. So, you can make informed decisions, with options for a more successful project.

Evidence-Based Design: Data collection on site, as well as research, and calculations are the cornerstones of our work. As independent consultants, we do not manufacture, sell, or install any products. You can be confident in our unbiased recommendations based on data.

Experience: From healthcare to higher education, workplace to K-12 and houses of worship, environmental to mixed-use residential, and performing arts centers to Industrial noise and vibration, you can count on our experience to bring you the best in audiovisual design and acoustical consulting.

Hiring ABD is the first step in addressing the acoustical and audiovisual needs for this project. We look forward to working with you to achieve great results.

Sincerely,

ABD Engineering & Design, Inc.

A handwritten signature in black ink that reads "Marci Boks". The signature is written in a cursive, flowing style.

Marci Boks
Chief Operating Officer

email: client@abdengineering.com
website: www.abdengineering.com
phone: (616) 241-5810 | (503) 444-5656

Scope of Services

The Scope of Services below is to address the Amphitheater, to be located at: Lamar Park 2624 Porter St. SW, Wyoming, MI 49509. Any spaces or services beyond this will be treated as an additional service, if requested by you.

ABD does not provide services for litigation, depositions, appearances at public meetings, or other Expert Witness services.

Acoustical Engineering

Schematic Design

Receive and review amphitheater site plan (already provided by you). Meet with the Design Team and Owner to develop initial concepts of the acoustical design. Prepare criteria for the acoustical environment based on the needs expressed during our meeting and to protect the nearby residential properties.

Noise Study: Visit the site on one occasion perform 24-hour detailed sound measurements, at up to four (4) locations along the property lines, to gain a representative sampling of the noise levels on the site. This data provides an assessment that describes the A-weighted ambient noise levels (Leq) and frequency content of the noise sources.

- Prior to our arrival on site, it is your responsibility to coordinate, and gain access to the site and locations where we will perform our testing. ABD will make every effort to schedule the measurements during favorable weather conditions (no precipitation and wind speeds less than 10 mph) when snow is not present on the site. If we arrive at the site and access is not available, or the weather does not cooperate, we will notify you at once and return at another time at our standard hourly rate plus travel time and expenses.

While on site, perform short term measurements at the same locations as above.

Return to our offices to download and analyze the data collected on site.

Prepare and submit a report of our findings and acoustical guidelines.

Design Development

Amphitheater Acoustics: Use the data collected on site, the site plan, audio system design (provided by the Audiovisual Consultant), drawings, and data from previous outdoor performance/amphitheater projects to create a SoundPlan model of the likely noise levels on the site in comparison to the City of Wyoming noise ordinance.

Meet with you by teleconference to discuss our findings and explore potential mitigation options. Based on your input, we will engineer only those recommendations you find practical.

Following your input, prepare and submit a report describing the construction materials and methods needed to meet the noise criteria for the site. Meet with you by teleconference to review our report, discuss the mitigation options, and answer any project specific questions.

Construction Documents

Acoustical Design Coordination: Receive and review 50% CD drawings and specifications (complete contract documents to be provided by you). Update the SoundPlan model of the site to verify that the amphitheater plan meets the City of Wyoming noise ordinance.



Construction Administration

Acoustical Construction Administration: Respond to requests for information (RFI). Receive and review contractor submittals for acoustical details and product application. Assist in processing requests for equivalent approval. Answer contractor questions during construction. Assist the contractor in identifying critical acoustical issues and discuss implementation during construction.

- Review of contractor submittals, such as shop drawings, product data and samples, is only for the limited purpose of checking for conformance with our design. These reviews are not for the purpose of determining the accuracy and completeness of other information, such as dimensions, quantities, and installation or performance of products, equipment, or systems, which are the contractor's responsibility. Our review does not constitute approval of safety precautions or, unless otherwise specifically stated, of any construction means, methods, techniques, sequences, or procedures. Our approval of a specific item does not indicate approval of any assembly of which the item is a component.

ABD does not provide services for litigation, depositions, appearances at public meetings, or other Expert Witness services.

Audiovisual Design

Schematic Design

Audio System Schematic Design: Our Audiovisual Consultants will work with the Design Team, Owner, and stakeholders to identify current and future programmatic needs, define project and client standards for the project audio system, and establish the project budget. Scope for this phase will include:

- Receive and review building drawings and project documentation, including architectural and MEP, IT, and structured cabling (to be provided by you).
- Meet with the Design Team, Owner, and project stakeholders by web/teleconference to define the Audio System program and develop organizational standards for the project.
- Follow up web-conference to review AV program with Design Team and Owner, receive input and answer questions. Provide one (1) revision to the program and budget, for approval by the Owner, which will form the basis of design in DD.

Program Report Document: The document will include sketches as required to convey concepts identified in the narrative document, and based upon previous meetings and input from the Owner and Design Team, and will contain the following:

- Narrative outline identifying functional requirements for each space; with accompanying outline of systems required to meet the functional requirements within each sub-space of the amphitheater, organized by audio, control, and related systems requiring coordination.
- Defined project roles and division of scope related to Audio Systems, defined concepts related to infrastructure, planning, and systems, outline of project and client standards for Audio Systems, outline of systems and function for each space within Audio Systems scope.
- Defined special applications and design responsibilities for related disciplines or stakeholders, such as: IT network infrastructure and systems; Owner provided systems.

Schematic Budget Document: Outline of estimated costs of equipment and installation labor. The budget document will contain line-item estimates of equipment and hardware, base-build infrastructure costs, estimated labor, and programming and installation costs assuming a turn-key installation.

- Costs will be outlined by systems type, space type and will include a summary sheet, with options and alternatives outlined separately.
- The schematic design, with the approval of the Owner, forms the basis for the detailed design development work that follows.

Design Development

Audio Systems Design: Following approval of the schematic budget document and project scope, provide Audio Systems and infrastructure design. Audio Systems design will focus on infrastructure design and coordination to provide the Architect and MEP with details needed for successful cost-estimating and criteria for transition to the Construction Documents phase. Scope for this phase will include:

- Receive and review related design team documentation for markup.
- Prepare and submit drawing sets for Audio Systems and infrastructure, including:
 - Systems plan, Infrastructure plan, and RCP drawings, conduit riser diagram, schedules of AV boxes, specialty enclosures, screens, floor boxes, power & heat loads.
 - Standard details, relevant room sections and elevations showing dimensioned Audio Systems equipment.
- Prepare and submit general specifications for architecturally integrated Audio Systems equipment.
- Provide the following to assist MEP, structural and architectural interiors design considerations including:
 - Power & heat load estimates, including locations and specific/special power requirements for AV systems and equipment racks.
 - Coordination of structured cabling design for shared AV/IT rooms, pathway and grounding.
 - Structural loads for AV hardware, including fixed and portable hardware and truss systems.
 - Coordination sketches and details to assist the Architect.
 - Product cut-sheets to provide examples to the design team for coordination.
- Model the loudspeaker system to predict coverage and performance, within manufacturer modeling software, as well as the acoustical model (developed by the acoustical consultant).

Construction Documents

AV Infrastructure Construction Documents: Provide continuation of design services, based upon approval of the DD documentation. Audio Systems and infrastructure design will focus on continued coordination to provide greater detail of interiors finishes, furnishings and equipment, including case and millwork details, as required. Scope for this phase will include:

- Receive and review related design team documentation for markup.
- Continued development and refinement of drawing sets from DD, for finalization and bidding.
- Continue detailed coordination with the Architect and MEP to provide coordinated documents for bid, with options for Audio Systems scope to bid separately later in construction – as appropriate.
- Prepare and submit general specifications for architecturally Integrated Audio Systems equipment.

Development of audiovisual system bid documents which in addition to the above CD documents, will include:

- Schematic diagrams, custom panel and device details, equipment rack/cabinet elevations, (additional details as required).
- Audio Systems bid specifications and Audio Systems bid equipment lists.



Construction Administration

Audio Systems Infrastructure Construction Administration: Provide project management/administrative oversight of the Audio Systems scope of work during construction. Scope for this phase will include:

- Respond to requests for information (RFI). Receive and review contractor submittals. Assist in processing requests for equivalent approval. Answer contractor questions during construction.
- Infrastructure Construction Site Visit: Perform one site visit during construction at completion of electrical rough-in, prior to close-up of walls and ceilings, to review contractor progress relative to the infrastructure design and supporting work and report any deficiencies in a punchlist of items for correction by the contractor.

Audio Systems Bidding and Acquisition: Prepare and submit bid package to Architect (GC/CM, Owner, Owner's Representative) for solicitation of bids. Respond to Audio Systems Contractor questions during the bidding period. Assist with review of bids. Assist in processing request for equivalent approval and assist in evaluation of Audio Systems bids.

Audio Systems Construction Administration: Provide administrative oversight of the Audio Systems scope of work during construction. Scope for this phase will include:

- Respond to requests for information (RFI). Receive and review Audio Systems contractor submittals. Receive and review Audio Systems closeout submittals. Receive and review of relevant additional submittals, such as millwork, furniture, and equipment. Assist in processing requests for equivalent approval. Answer contractor questions during construction.
- Review of contractor submittals, such as shop drawings, product data and samples, is only for the limited purpose of checking for conformance with our design. These reviews are not for the purpose of determining the accuracy and completeness of other information, such as dimensions, quantities, and installation or performance of products, equipment, or systems, which are the contractor's responsibility. Our review does not constitute approval of safety precautions or, unless otherwise specifically stated, of any construction means, methods, techniques, sequences, or procedures. Our approval of a specific item does not indicate approval of any assembly of which the item is a component.
- Review of graphical user interface (GUI/UI) files and logical flow diagrams, as a separate submittal, to be coordinated and reviewed with the Owner, and resubmitted by the Contractor for a final roundtable review between Contractor, Consultant and Owner to define a final approved version of the GUI/UI for implementation.

Audio Systems Construction Site Visit: Perform one site visit just prior to substantial completion to perform contractor checkout. Establish the Audio Systems are installed per plan and specification, and function according to design. Generate a punchlist of items for correction by the contractor.



Meeting Allowances

Project Progress and Design Review: Participate in project update meetings and teleconferences, meet with the Design Team and Owner to review the design.

Project Phases	Acoustics		Audiovisual	
	On Site Meetings	Web/Teleconferences	On Site Meetings	Web/Teleconferences
Schematic Design	0	3	0	3
Design Development	0	4	0	4
Construction Documents	0	4	0	4
Construction Administration	0	0	2	6

The number of meetings or teleconferences listed above is the maximum number of meetings allowed for in the Scope of Services. Some work may be performed in lieu of meetings. Additional meetings are available on an hourly time plus expenses basis at our standard hourly rates.

Compensation and Terms

ABD Engineering & Design offers to undertake the work as previously outlined in the Scope of Services on a **fixed fee basis as outlined in the table below**.

Project Phases	Acoustics Fees	AV Fees
Schematic Design	\$5,950	\$6,050
Design Development	\$7,750	\$10,050
Construction Documents	\$3,700	\$15,650
Construction Administration	\$1,800	\$6,500
Total	\$19,200	\$38,250

Additional Services

Additional services beyond the above Scope of Services will be billed at our standard hourly rates including travel time to and from the site. We will notify you in writing in advance and will receive authorization prior to any services being rendered.

- Interior Room Acoustics, Noise Isolation, Mechanical Noise Control
- Audio Systems Tuning, Systems Commissioning (typically performed by the AV Contractor).
- AV System Construction/Installation Project Management.
- Digital Signage Systems design, Wayfinding systems design, Room Scheduling systems design.
- Paging Systems and/or supplemental Mass-Notification, General building intercom systems.
- Power-limited low-Voltage cabling systems design, IPTV or RF CATV/MATV systems design.
- Meetings or site visits more than the number or hours allowed for in the Scope of Service.
- Additional teleconferences are available on an hourly time and expenses basis, estimated at \$400.
- Additional meetings on site are available on an hourly time and expenses basis, estimated at \$600.
- Construction Site Visits are available on an hourly time and expenses basis, estimated at \$1,800.

Services Not Included

Services listed below are not included in the above Scope of Services and are not available.

- IT/NIS structured cabling systems - IT/NIS network systems or data center design
- VoIP/SIP or telephony systems design
- Nurse call systems
- Energy monitoring systems, Fire alarm systems/Fire-Life-Safety [FLS] systems design, Mass notification systems design, Security systems design

ABD does not provide services for litigation, depositions, appearances at public meetings, or other Expert Witness services.

Terms and Conditions, and Hourly Rates

The full terms and conditions of this agreement, along with hourly rates, may be found here:
<https://www.abdengineering.com/terms-and-conditions/>

Invoicing

Invoices are due upon receipt. For projects performed on a fixed fee and expenses basis, ABD invoices monthly for estimated percentage of project completion and expenses incurred. For projects performed on a time and expenses fee basis, ABD invoices monthly for hours expended, and expenses incurred. Expenses may include subconsultants, airfare, mileage, lodging, meals, measurement equipment usage, printing, and other expenses incurred in the process of performing the Scope of Services and will be charged at cost.

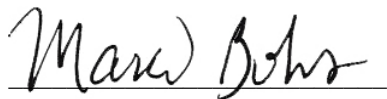
Insurance Certificates

ABD Engineering & Design, Inc. maintains insurance coverages including Professional Liability: \$3M/\$5M, Commercial Liability: \$1M/\$2M, Automobile: \$1M, Worker's Compensation: \$1M, Commercial Umbrella: \$5M/\$5M. Our fees are based on our current insurance limits. If increased coverage is required, our fees may be adjusted accordingly. Certificates available upon request.

Signature Page

P-4879 - MCSA - Lamar Park Amphitheater - Acoustics-AV

Thank you for this opportunity to work with you on your **Lamar Park Amphitheater Project**. Should your agenda differ from the one presented in this document, we would be pleased to discuss changes to tailor our Scope of Services to match your requirements more closely. We look forward to assisting you on this project. If you have any questions, please call.



Signature

COO of ABD Engineering & Design

Title

05-30-2024

Date

ABD Engineering & Design, Inc.
Marci Boks
Chief Operating Officer

Please sign below to indicate authorization to proceed and acceptance of the terms and conditions. In addition, please indicate authorization for the services by checking the appropriate boxes. **Return a copy to us by email: client@abdengineering.com**, attention Brian Atkinson, Client Development Manager.

Acoustics

- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

Audiovisual

- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

Client (Print Entity Name): _____

Approved by (Print Name): _____

Approved by (Signature): _____

Date: _____

Your signature accepts the terms and conditions of this agreement:

<https://www.abdengineering.com/terms-and-conditions/>

ABD Engineering & Design

ABD Engineering & Design is an independent acoustical engineering and audiovisual design firm, proud to be a nationally and state (OR, WA, WI) certified Women Owned business. We work with you to provide practical solutions with options that allow for informed decisions. Our timely communications and responsiveness give you the right information at the right time. The cornerstones of ABD's work include data collection on site, research, and calculations to deliver evidence-based designs. With decades of experience across multiple markets, and a team of consultants from varied backgrounds, you can count on ABD to bring you the best in audiovisual design and acoustical consulting.

At ABD, we strive to create a future where every day spaces meet the acoustical and audiovisual needs of every person. We are committed to providing an open, inclusive workplace where everyone, no matter what their background or where they come from, can learn and grow to their full potential.

Certifications

WBENC: WBE1701950
OR-COBID-WBE: 11342
WA-OMWBE: W2F0027557
WI-WBE: WI-13264



Professional Memberships

Acoustical Society of America
Institute of Noise Control Engineering
American Society of Testing and Materials
National Council of Acoustical Consultants
AVIXA (CTS-D)

Staff Count

Acoustics = 7
Audiovisual = 2
Leadership/Admin = 2

Contacts

Principal Engineer: Melinda Miller, PE mmiller@abdengineering.com
Contracts/Billing: Marci Boks, COO mboks@abdengineering.com
New Projects: Brian Atkinson, client@abdengineering.com

Incorporated: S-Corp incorporated 10/30/2001 in the State of Michigan
EIN: 38-3631490
DUNS: 104088682
NAICS Code: 541330

Grand Rapids, MI
15 Ionia Ave. SW, Suite 650
Grand Rapids, MI 49503
Local: (616) 241-5810
www.abdengineering.com

Portland, OR
833 SW 11th Ave., Suite 925
Portland, OR 97205
Local: (503) 444-5656
client@abdengineering.com

The logo for ABD Engineering & Design features a stylized graphic of three vertical bars of varying heights and colors (green, blue, and orange) on the left. To the right of this graphic, the company name "ABD Engineering & Design" is written in a bold, sans-serif font. Below the company name, the text "Architectural Acoustics • AV Design • Noise & Vibration" is written in a smaller, all-caps, sans-serif font.

ABD Engineering & Design
Architectural Acoustics • AV Design • Noise & Vibration

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR BRIDGE ENGINEERING SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council approve a proposal from Scott Civil Engineering Company (SCECO) for professional engineering services for minor planned and emergency projects, in the total amount not to exceed \$50,000 per fiscal year.
2. Services will be provided at the unit prices listed in the attached proposal.
3. It is also recommended that City Council authorize annual rate increases of up to 7% through December 31, 2029.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from SCECO for bridge engineering services through December 31, 2029.
2. City Council authorizes annual rate increases of up to 7% through December 31, 2029.
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: November 17, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: November 5, 2025

Subject: Scott Civil Engineering Co. – Bridge Engineering Services

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager and City Clerk to execute a contract with Scott Civil Engineering Company (SCECO) for engineering professional services for minor planned and emergency services requiring specialized engineering expertise, at the unit prices listed on the attached contract, with escalations determined annually and at an increase of no more than 7%, through the end of calendar year 2029.

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 City of Wyoming has worked with SCECO for bridge inspections for over 35 years. These inspections are required by the Michigan Department of Transportation (MDOT) and are used to plan preventative maintenance and rehabilitation projects. The City has also contracted with SCECO in the past for design and construction administration for bridge widening and replacement projects. SCECO has also prepared several successful applications for State bridge funds for the City. Most recently SCECO assisted the city in securing about \$380,000 in State funds for preventative maintenance on 3 bridges and about \$900,000 for the rehabilitation of the 44th Street bridge over Buck Creek. This long history gives SCECO unique understanding of Wyoming's bridge infrastructure. It also makes working with SCECO extremely efficient. Staff recommend that the City enter into a professional engineering services agreement with SCECO to continue supporting the City for bridge work.

Soliciting quotations and entering into separate contracts for each project or inspection requires considerable effort and adds unnecessary delays. Contracting with a single firm eliminates this, fosters familiarity with City staff and infrastructure, and ensures engineering continuity.

The proposed contract with SCECO includes their fee schedule for the remaining calendar year. Each year SCECO will provide the City with an updated fee schedule, which will increase by no more than 7% each year. Staff intend to utilize this contract and its designated fee schedule to support various services not to exceed \$50,000 per fiscal year. For larger projects that require more effort, staff intend to require SCECO to provide a project-specific proposal that will require a contract amendment and Council approval prior to starting the project.

It is important to note that nothing in the agreement with SCECO prevents the City from working with another engineering firm if that is needed at any time.

BUDGET IMPACT:

Sufficient funds are available in the appropriate professional services accounts.

Attachments:

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 28th St SW, Wyoming, MI 49509.

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

Effective Date means: November 18, 2025.

Professional means: Scott Civil Engineering Company

[Name of contracting entity]

A Michigan corporation

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

1345 Monroe Ave, Ste 136

[Professional's street address]

Grand Rapids, MI 49505

[Professional's city, state & zip]

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

Proposal means Professional's proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

1. 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:

Professional's invoices shall not exceed \$50,000 per calendar year. This contract is valid for five years ending on 12/31/2030. Professional will provide pricing for the year on January 1st of each year, not to exceed 7% from the previous year.

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

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

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

City of Wyoming

By: _____
John Shay, City Manager


Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, City Attorney

Scott Civil Engineering Company

By:  _____
Ryan Worden
2025.11.06 10:44:48 -05'00'
[Signature officer, director or principal of Professional]

Ryan Worden, Project Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: _____, 20__

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. Qualifications. Professional represents and promises that:

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

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

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

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

4. Nondiscrimination and Respect. City is committed to 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.

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

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

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

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

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

7. Payment to Professional.

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

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

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

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

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

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

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

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

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

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

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

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

14. Professional Liability and Risk Allocation.

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

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

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

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

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

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

15. Insurance.

A. Professional shall provide the following insurance:

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

16. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

October 30, 2025

Jeff Oonk, P.E.
City Engineer
City of Wyoming
Wyoming, MI 49509

SUBJECT: Professional Service Agreement

Dear Mr. Oonk,

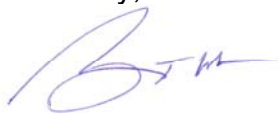
The City of Wyoming has requested a professional engineering services agreement to address future structural-related work. We understand this is an as-needed contract. This agreement will establish contractual conditions only, without any specific scope of work. Scott Civil Engineering Company will not complete any work unless the City authorizes a specific project scope.

Professional service that may be implemented under this agreement include, but not limited to, are bridge safety inspections, road and bridge design and construction engineering services following the City and Michigan Department of Transportation's requirements (construction plans, specifications, cost estimates, design scoping, hydraulic modeling, permit applications, topographic surveys, soil borings, bid assistance, full construction oversight and administration, onsite testing of concrete and soil density, aggregate gradation testing, and construction staking).

These professional services will be performed at Scott Civil Engineering Company's normal billing rates plus expenses per the fee schedule based on the date the City authorizes a specific project scope. The yearly billing rates will not increase by more than 7%. The City shall receive an updated fee schedule at the beginning of each year within the terms of this agreement. Our fee schedule is attached for reference.

Thank you for considering Scott Civil Engineering Company to provide structural engineering services. If you have any questions or comments, please contact me at 616-458-8792.

Sincerely,



Ryan Worden, P.E.
Project Manager



2025/2026 Fee Schedule

Unless otherwise agreed, Scott Civil Engineering Company will invoice the City at the following hourly rate for each employee assigned to a project. These hourly rates include overhead, fringe benefits, and profit.

PERSONNEL	HOURLY RATE
<u>Senior Design Engineer</u> Robert Lothschutz, PE Melissa Rozelle, PE Ryan Worden, PE	\$150.00
<u>Staff Design Engineer</u> Aditya Emani, EIT Conner Rausch, EIT Brandon McKibbin, EIT	\$120.00
<u>Senior Construction Engineer</u> Carol Smith, PE Barb Richter, PE Amanda Poynter, PE	\$150.00
<u>Office Technician</u> Tim Prince Katie Otto	\$130.00
<u>Construction Technician</u> Bryan McKinnon Nate Alexander Jim Keller Brandon McKibbin, EIT	\$120.00
PROJECT EXPENSE	BILLING RATE
Direct Expenses	Invoice Amount
Sub-Consultant Services*	Invoice Amount plus 10%

*A price will be provided to the City for subconsultant services, such as surveying, special testing, fabrication inspection, etc., based on the scope of work.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
ENGINEERING SERVICES FOR PUMP AND VALVE REPLACEMENTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Fishbeck for engineering services for the transfer pump 3 & 4 replacement project in the total estimated amount of \$42,780.00.
2. It is also recommended City Council authorize a 10% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Fishbeck for engineering services for pump and valve replacement.
2. City Council authorizes a 10% 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: November 17, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: November 5, 2025

Subject: Engineering Services for 1964 Pump and Valve Replacements

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Fishbeck for engineering services for the Transfer Pump 3 & 4 Replacement Project in the amount of \$42,780.00 plus a 10% contingency for a total amount of \$47,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant operates eight transfer pumps that convey clean, potable water from the filter clearwells to ground storage tanks and high-service pumps. Earlier this year, one of these 1964 units failed. On May 19, 2025, the City Council approved a proposal to rehabilitate Transfer Pump 3 via Resolution No. 28420.

During pump disassembly and inspection, significant wear and damage to the impeller were discovered. Because the 1964 pump is obsolete, replacement components are no longer available. Additionally, repair of the impeller is not possible. As a result, the project must pivot from rehabilitation to full pump replacement.

Transfer Pumps 3 & 4 are identical 1964 pumps and likely exhibit similar wear. Both were identified in the 2024 Water System Reliability Study as having exceeded their expected service life and were prioritized for rehabilitation or replacement. Additionally, the associated check valves exhibit excessive slamming and should also be replaced.

Given that Fishbeck is already engaged with the Drinking Water Plant for the High Service Discharge Valve Replacement Project and is currently evaluating the transfer pump check valves as part of the Filters 1-12 Rehabilitation Study, they were asked to provide a proposal for engineering services to replace the 1964 transfer pumps and their check valves. Replacing both pumps simultaneously offers cost savings through economies of scale. Partnering with Fishbeck

also allows for an expedited process and value engineering, as they already have 3D modeling of the area piping and are actively assessing pump flow data and suitable valve replacements.

Plant staff collaborated with Fishbeck to develop a focused scope of work for the pump and valve replacement project. After refining the scope to include only essential services, Fishbeck submitted a proposal in the amount of \$42,780.00. This includes design specifications, bidding assistance, and construction oversight.

With Fishbeck already involved in related projects at the Drinking Water Plant, the design for the pump and valve replacement is expected to be completed in January 2026. Due to anticipated long lead times for equipment procurement, project completion is targeted for April 2027.

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account #591-537-57300-986.444.

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN

(OVER \$8,500)

(NO RFP)

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

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

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

Effective Date means: November 18, 2025.

Professional means:

Fishbeck
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1515 Arboreum Drive SE
[Professional's street address]
Grand Rapids, MI 49546
[Professional's city, state & zip]

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

Proposal means Professional's proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, City Attorney

Fishbeck

By:  _____
[Signature officer, director or principal of Professional]
John Willemin - Senior Vice President
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: November 6, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. Qualifications. Professional represents and promises that:

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

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

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

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

4. Nondiscrimination and Respect. City is committed to 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.

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

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

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

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

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

7. Payment to Professional.

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

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

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

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

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

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

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

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

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

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

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

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

14. Professional Liability and Risk Allocation.

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

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

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

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

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

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

15. Insurance.

A. Professional shall provide the following insurance:

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

16. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

November 5, 2025

Dan Kleinheksel
Utility Maintenance Manager
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

Proposal for Design, Bidding, and Construction Phase Professional Engineering Services Transfer Pump 3 and 4 Replacement Project

Fishbeck is pleased to provide this proposal for design, bidding, and construction phase engineering services for the replacement of Transfer Pump 3 and 4 and the associated discharge check valves at the Donald K. Shine Water Treatment Plant (WTP) for the City of Wyoming. Included in this letter are a description of the proposed scope of services, project team, and the lump sum fee and budgeted hours for design, bidding and construction engineering services. The proposed engineering services will be performed in accordance with the City's Professional Services Contract.

Background

Transfer Pumps 3 and 4, located north of Filter 2 in the Pump Room, were originally installed in 1964 and are vertical turbine pumps with a design capacity of 7,500 gallons per minute (gpm) at 39 feet of total dynamic head (TDH). Each pump is powered by a 100-horsepower motor equipped with soft starters, which are fed from Motor Control Center 1. The pumps draw suction from Clear Wells 1, 2, and 3 beneath the filters and transfer water to either the high service pump suction header or the onsite treated water storage reservoirs. Both the pumps and their associated 20-inch tilting disc check valves have reached the end of their useful life and require replacement. Notably, the existing check valves have been observed to slam upon pump shut down. The proposed design will evaluate replacement with like-kind pumps and incorporate new check valves to mitigate this issue. Piping modifications will be included as necessary to accommodate the new equipment, while the existing electrical and control wiring will be reused without modification. It is anticipated that a Part 399 Water System Construction Permit will not be required from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for this project.

Design Phase Services

Fishbeck proposes the following scope:

1. Work with City and WTP staff to identify concerns, preferences, and expectations regarding new pumping equipment and develop a construction sequence that maintains adequate transfer pumping needs.
2. The following activities will be completed as part of an early design step.
 - Obtain and review information from the City, including but not limited to copies of as-built drawings, shop drawings, maintenance records, and test reports for the pump and valves to be replaced.
 - Conduct field site visits as required. Obtain photos and measurements. Verify piping and electrical conditions.
 - Verify demolition requirements, including existing check valves and appurtenances.

- Review replacement pump and check valve information from suppliers, including fabrication and delivery times.
 - Evaluate check valve manufacturer(s)/materials/type(s) and provide recommendations for selection by the City.
 - Develop an opinion of probable costs, including required piping modifications necessary for the pump and valve installation.
3. Prepare 90% design documents and submit them for review by the City. Coordinate review comments and implement applicable comments into the bidding documents.
 4. Coordinate contractual requirements with the City specifically relating to bonding, insurance, liquidated damages, and dispute resolution, as required.
 5. Prepare Divisions 00 and 01 front-end specifications to include the Standard General Conditions of the Construction Contract by the Engineers Joint Contract Documents Committee (EJCDC) or otherwise incorporate the City's standard contractual and administrative requirements, as required.
 6. Prepare technical specifications for bidding purposes. The specifications will follow the current Construction Specification Institute (CSI) 50 division numbering format.
 7. Prepare 100% final drawings for bidding purposes in major subdivisions, including demolition, process, and electrical.
 8. Provide an opinion of the probable construction cost for the work reflected in the design documents.
 9. As applicable, complete internal quality assurance/quality control (QA/QC) procedures, including City reviews. Incorporate applicable review comments into the final design documents.

Bidding Phase Services

Fishbeck proposes the following scope:

1. Assist the City with the preparation of an advertisement for bids.
2. Coordinate distribution of drawings and specifications to potential bidders. Provide an electronic copy of the bidding documents for distribution to potential bidders.
3. Respond to bidders' questions and issue addenda, as applicable.
4. Assist the City in evaluating the bids and identifying qualified bids for selecting a contractor for award.
5. Assist the City in the award of the project construction by providing the necessary forms and documents.

Construction Phase Services

Fishbeck proposes the following scope:

1. Review the contractor's bond and insurance information and provide the necessary forms and documents to assist the city in executing the contract documents.
2. Attend and conduct a preconstruction meeting on-site with contractors and owner representatives.
3. Respond in writing to the Contractor's requests for information (RFIs) and issue clarifications and interpretations to the contract documents, including recommending change orders and work change directives to the Owner as applicable.
4. Review detailed construction drawings, shop drawings, schedule information, testing submittals, and other data the contractor must submit to comply with design concepts.

5. Consult and advise the City on the acceptable substitute materials and equipment proposed by the Contractor.
6. Visit the site at intervals appropriate to the various stages of construction and notify the Contractor of defective work, if applicable. The project manager will conduct site visits, the lead engineers, specific discipline engineers, or other qualified personnel dependent on the progress of the work. For the purposes of the proposal, two site visits have been assumed.
7. Attend progress meetings with the Contractor, subcontractors, and City representatives. It is assumed that the progress meetings will either be virtually attended or coordinated with above noted site visits.
8. Provide clarifications and interpretations during the construction. Issue bulletins and change orders as appropriate.
9. Make recommendations for replacing or correcting defective work, as necessary.
10. Provide start-up assistance in conjunction with the start-up and training specified by the pump and valve suppliers. This generally includes coordination with suppliers to resolve operational or controls-related problems and verification of control system operation.
11. Inspect substantial completion and prepare a punch list for project closeout.
12. Review contractor project closeout documents, including lien waivers, consent of surety, and warranties.
13. Conduct a final inspection to verify project completion.
14. Provide project record drawings to the City based on the contractor's as-built documentation. Two full-size copies and electronic (PDF and DWG) copies of the record drawings will be delivered to the City.

Project Team

Brian Phillips, PE – Project Manager, Vice President, Senior Water/Wastewater Engineer

Brian has extensive experience managing and designing various water treatment, pumping, and chemical feed systems. He will oversee the design process, perform quality assurance/quality control reviews for the project deliverables, and perform overall project management.

John Willemin, PE – SVP-in-Charge

John will act as the project's SVP-in-Charge. He will ensure that appropriate firm resources and technical expertise are allocated to complete the project successfully. He has over 30 years of experience with water and wastewater process projects through study, design, and construction phases. He specializes in project management, contract documents, and construction coordination.

Mark Parsley, PE – Technical Advisor, Senior Water/Wastewater Engineer

Mark has extensive experience designing complex process piping, valve, and pump replacement projects. Mark has led multiple large-scale multi-disciplinary projects with the City of Grand Rapids and other municipalities, including the City of St. Clair and the City of Kalamazoo. Mark's role on the project will be a technical advisor for pump and valve selection.

Brad Siefker, PE – Water/Wastewater Engineer

Brad has extensive experience in potable water engineering reviews and water utility operation. Recent engineering projects include intake studies, flocculation and sedimentation pretreatment improvements, filtration study and condition assessments, pump station design, and hydraulic modeling to evaluate requirements to add a

new large industrial user to a municipal water system. Additionally, he has served as a central point of contact and reviewer for Wisconsin surface water systems to ensure compliance surface water treatment rules.

Matt Stack, PE, LEED AP BD+C – Senior Electrical Engineer

Matt has been responsible for designing and coordinating municipal clients' electrical power distribution, lighting, and control systems. His experience includes medium- and low-voltage power distribution, emergency and standby power distribution, including generator sizing, indoor and outdoor lighting, power system analysis (e.g., short circuit, coordination, arc flash, voltage drop, etc.), VFDs, motor controls, and PLC-based control systems.

Schedule

The City would like to sequence the project such that onsite construction activities occur between October 2026 and April 2027. Based on preliminary vendor feedback, we anticipate delivery of the new transfer pumps will occur approximately nine months after receipt of approved shop drawings. A preliminary schedule was developed with the goal of accomplishing the City’s desired project timeline.

Table 1 – Proposed Schedule for Transfer Pump Replacement Project

Activity	Duration	Date
Project Kickoff Meeting	-	November 18, 2025
90% Design	4 weeks	December 17, 2025
90% Design Review Meeting	-	December 18, 2025
100% Design	3 weeks	January 7, 2026
Advertise for Bid	-	January 13, 2026
Prebid Meeting	-	January 20, 2026
Bid Opening	3 weeks	February 10, 2026
Contractor Notice to Proceed	-	March 2026
Anticipated Shop Drawing Approval	-	June 2026
Anticipated Transfer Pump Delivery	-	January 2027
Anticipated Substantial Completion	-	April 2027

Professional Services Fees

The lump sum fee for the design, bidding, and construction phase services described in the work plan is Forty-Two Thousand Seven Hundred Eighty Dollars (\$42,780). A breakdown of the lump sum fee by task is included in Table 2. A breakdown of the hours by task is included in Table 3.

Table 2 – Fee Summary

Task 1 – Design Phase	\$22,464
Task 2 – Bidding Phase	\$7,232
Task 3 – Construction Phase	\$13,084
Total Fee	\$42,780

Table 3 – Hour Break Down

Team	Task 1	Task 2	Task 3	Total Project
Principal	2	0	0	2
Project Manager	15	8	16	39
Senior Engineer	20	4	0	24
Staff Engineer	76	18	50	144
Senior Technician	20	6	6	32
Production Support	6	6	10	22
All Project Staff	139	55	82	263

Thank you for the opportunity to present this proposal for your consideration. If you have any questions or require additional information, please contact me at 616.464.3807 or bdphillips@fishbeck.com.

Sincerely,



Brian D. Phillips, PE
Vice President/Senior Water and Wastewater Engineer

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR
AQUATIC INFORMATICS SOFTWARE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Aquatic Informatics for the upgrade of the Drinking Water Plant and Wastewater Treatment Plant regulatory compliance and process control data software program in the total estimated amount of \$99,067.92.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from Aquatic Informatics for software upgrade.
2. City Council authorizes the City Manager to accept future subscription renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 17, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: November 6, 2025

Subject: Aquatic Informatics Software Upgrade

From: Jaime Fleming, Drinking Water Plant Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended that the City Council accept the quote as provided by Aquatic Informatics for the upgrade of the DWP and WWTP regulatory compliance and process control data software program up to the estimated amount of \$99,067.92, and authorize the City Manager to approve future annual subscription amounts consistent with budgetary authority.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The utility treatment plants and the many workgroups within them generate and consume large amounts of data. This data is used to monitor treatment processes, ensure regulatory compliance, provide laboratory service to our wholesale and contracted customers, monitor the Industrial Pretreatment and Biosolids programs, and to facilitate rate and surcharge calculations.

In 2018, the treatment plants purchased and implemented a software program called WIMS (Water Information Management System) which provided a single platform for collecting, analyzing, and reporting data. The WIMS program currently in use is hosted on a local server at the DWP. This program is a critical part of day-to-day operation of the treatment plants, but it has an outdated interface, is complicated to modify, and often presents challenges with slow performance and functional errors. There has also been significant turnover in personnel since 2018 which leaves only a few people who are familiar with the complexities of WIMS.

Aquatic Informatics (AQI) offers a new version of WIMS (renamed to RIO) with an updated interface and a cloud-based option for easy access to data entry and retrieval from any location. Utility staff met with AQI representatives to discuss upgrade options and develop a quote for the necessary services. The final quote includes the annual subscription cost, guided

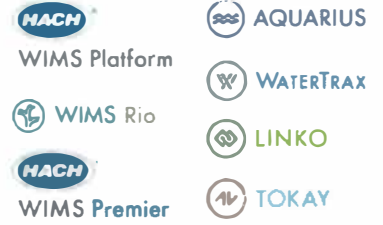
implementation of the RIO platform, data migration support, interface tools for various data sources, custom development of select compliance reports, and in-depth training for unlimited staff members. AQI also included a discount for the prorated WIMS fee for the current subscription year.

The proposal and technical specifications of RIO were reviewed by the IT Department. They are in support of the upgrade for functional purposes and are comfortable with the cloud-based security protocols.

Approximately \$30,000 of the quoted amount represents the annual subscription fee which is based on treatment plant annual average flow. During budgeting, an updated quote for the following year's subscription fee is acquired and included in the budget request. It is recommended that City Council allow the City Manager to reauthorize this expense on an annual basis consistent with budgeted amounts.

BUDGET IMPACT:

Adequate funds exist in Water Fund account 590-536-54300-806.000 and 591-537-55300-806.000.



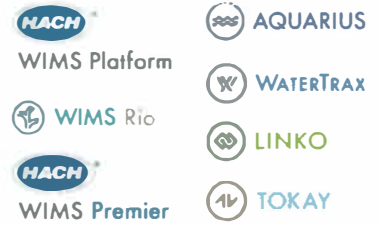
Quote 00023731

Details: Created On: 25 Sep 2025
Expires On: 31 Dec 2025

Prepared For: Jaime Fleming
(616) 261-3572
flemingj@wyomingmi.gov

City of Wyoming, Michigan
2350 Ivanrest Ave.
Wyoming, Michigan 49418
United States

Submitted By: Courtney Kocel
(970) 413-4193
courtney.kocel@aquaticinformatics.com



Quote Summary

This reflects the total cost involved in moving from the WIMS Platform to the RIO platform. Please take note of a one-time implementation charges vs. annual renewal detailed at the end of the price list. This is based on 13 MGD (WW) and 32 MGD (DW) for a combined MGD of 45. This also includes unlimited users and unlimited facilities.

This quote reflects the cost of Four (4) Day On-site Training as well as the addition of Sample Manager for both DW and WW.

Product	Sales Price	Term	Qty	Total Price
WIMS-RIO-E-MGD WIMS Rio (MGD-Based) <i>WIMS Rio software subscription for water or wastewater treatment plants based on Million Gallons per Day (MGD). Subscription includes WIMS Rio with unlimited users, access to mobile application, and standard product features including dashboards, reporting, and dynamic spreadsheets. Price is based on total MGD of all treatment plants.</i>	\$600.44	12mos	45.0	\$27,019.80
RIO-GS-L/XL Rio Guided Implementation Service (Large/XL) <i>The Customer will be provided up to eight (8) weekly guided implementation sessions essential to the operation of Rio.</i> <i>These sessions range from approximately 1-3 hours and are joint implementation/system configuration training sessions, which include analysis of the customers' requirements, demonstrations of the required configuration (so that the complete configuration can be undertaken by the customer) and review of the customer completed implementation. The customer is required to complete their configuration of the SW between each session so that the next week's session may progress. On average it is expected that the customer will commit to approximately 2-4 hours per week outside of the guided implementation sessions to complete their work. Additional effort from the customer may be required depending on the complexity of the customer's operations and the current state of the customers' data.</i>	\$9,113.44	12mos	2.0	\$18,226.88
<p>One is for WW and one is for DW.</p>				



<p>RIO-DMR-CONFIG-M Rio Single DMR Report Configuration (Medium) <i>Creation of a single DMR report template for Rio with up to 50 rows or parameters.</i></p> <p><i>The customer's participation is critical for successful implementation of the report with the customer providing; required layout, a comprehensive list of parameters to be included, and access to knowledgeable staff who can provide critical information required as part of the development process. This service does not include any configuration of the Rio subscription to meet reporting needs. The delivered report template is subject to Aquatic Informatics Open-Source Support Model.</i></p> <p>Two for are WW and two are for DW.</p>	\$3,749.20	12mos	4.0	\$14,996.80
<p>RIO-SAMP-MGD WIMS Rio Sample Manager (MGD-Based) <i>WIMS Rio Sample Manager add-on for a single water or wastewater treatment system based on Million Gallons per Day (MGD). Subscription includes access to mobile application, and standard product features including scheduling, sample collection, and dynamic spreadsheets.</i></p>	\$375.00	12mos	45.0	\$16,875.00
<p>RIOSAMP SVC Rio Sample Manager Guided Implementation Service <i>The Customer will be provided up to four (4) weekly guided implementation sessions essential to the operation of Rio Sample Manager.</i> <i>These sessions range from approximately 1-2 hours and are joint implementation/system configuration training sessions. Including (1) How to setup analytes and test groups, (2) Scheduling samples, entering results, and connecting data to Rio. (3) Using the mobile app, intro to reports, and (4) Review of the customer completed implementation as required.</i></p>	\$3,460.80	12mos	2.0	\$6,921.60
<p>WIMS-OSTRN-4DAY WIMS Onsite Training (4-day) <i>The 4 day training agenda will include half a day for basic, one day of advanced and half a day for admin\super user training which can be duplicated for another plant or group. This service includes:</i></p> <ul style="list-style-type: none"> • Project admin • Training advance planning • Travel to location • Four days onsite training • Travel from location • Project close-out meeting 	\$16,000.00	12mos	1.0	\$16,000.00



WIMS-RENEWAL-CREDIT Renewal Credit for WIMS Premier <i>One-time credit for existing WIMS Annual Support and Maintenance Renewal. Credit is prorated based on time elapsed since last renewal payment.</i>	\$6,500.00	12mos	-1.0	(\$6,500.00)
WIMS-IMPRT-SCADA WIMS Interface - SCADA <i>SCADA import subscription for the WIMS Platform. Price for a single standard SCADA interface, for a single system/operation with automatic data ingestion.</i>	\$947.00	12mos	2.0	\$1,894.00
RIO-DMR-CONFIG-S Rio Single DMR Report Configuration (Small) <i>Creation of a single DMR report template for Rio with up to 20 rows or parameters.</i> <i>The customer's participation is critical for successful implementation of the report with the customer providing: required layout, a comprehensive list of parameters to be included, and access to knowledgeable staff who can provide critical information required as part of the development process. This service does not include any configuration of the Rio subscription to meet reporting needs. The delivered report template is subject to Aquatic Informatics Open-Source Support Model.</i>	\$1,816.92	12mos	2.0	\$3,633.84
For 2 additional DW reports that were requested.				

Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$59,779.12 USD
 Recurring Annual Fees (SaaS & SMA): \$39,288.80 USD

GRAND TOTAL: \$99,067.92 USD

All prices are quoted exclusive of taxes.



Order Details

To proceed with a purchase, please sign this quote (preferably via Docusign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to courtney.kocel@aquaticinformatics.com and please reference quote **00023731**.

Courtney Kocel
(970) 413-4193
courtney.kocel@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software (exceptions noted below):

- [SaaS: Services Offering and Service Level Agreement](https://aquaticinformatics.com/saas-service-offering/)
- [On-Premise: Software License Agreement](https://aquaticinformatics.com/on-premise-software/)

Exceptions:

- [WIMS Online: WIMS Online Services Offering and Service Level Agreement](https://aquaticinformatics.com/wims-online-saas/)
- [WIMS On-Premise: WIMS On-Premise Software License Agreement](https://aquaticinformatics.com/wims-on-premise/)



Electronic Acceptance

Expiration Date: Must be signed by 31 Dec 2025

Subscriber: City of Wyoming, Michigan

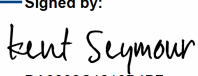
Subscriber Signature: Per: Name: Jaime Fleming
 Title:
 Date:

Subscriber Details: Phone: (616) 261-3572
 Email: flemingj@wyomingmi.gov
 Company: City of Wyoming, Michigan
 2350 Ivanrest Ave.
 Wyoming, Michigan 49418
 United States

Approved as to form:

 Greg Streimers, City Attorney

Provider: Aquatic Informatics

Provider Signature: Per: ^{Signed by:} 
 DA0302C1218B4B7...
 Name: Kent Seymour
 Title: Director, Customer Success
 Date: October 22, 2025



Quote 00023678

Details: Created On: 22 Sep 2025
Expires On: 31 Dec 2025

Prepared For: Jaime Fleming
(616) 261-3572
flemingj@wyomingmi.gov

City of Wyoming, Michigan
2350 Ivanrest Ave.
Wyoming, Michigan 49418
United States

Submitted By: Courtney Kocel
(970) 413-4193
courtney.kocel@aquaticinformatics.com



Quote Summary

This is the cost to migrate one year's worth of data for 200 variables. Four hours are required for project set-up and the remaining four are required to complete the data migration from WIMS to RIO. Please note we can utilize year one as a training tool for future years.

Product	Sales Price	Term	Qty	Total Price
RIO-PS-CUSTOM Professional Services (WIMS Rio) <i>Custom Professional Services. Please refer to attached Scope of Work for details.</i> This line item reflects the cost for year 1 of data migration for 200 variables which includes 4 hours for original set-up and four hours to complete the migration. Please note we can train your team how to complete the data migration during this time.	\$5,300.00	12mos	1.0	\$5,300.00

Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$5,300.00 USD
 Recurring Annual Fees (SaaS & SMA): \$0.00 USD

GRAND TOTAL: \$5,300.00 USD

All prices are quoted exclusive of taxes.



Order Details

To proceed with a purchase, please sign this quote (preferably via Docusign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to courtney.kocel@aquaticinformatics.com and please reference quote **00023678**.

Courtney Kocel
(970) 413-4193
courtney.kocel@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software (exceptions noted below):

- [SaaS: Services Offering and Service Level Agreement](https://aquaticinformatics.com/saas-service-offering/)
- [On-Premise: Software License Agreement](https://aquaticinformatics.com/on-premise-software/)

Exceptions:

- [WIMS Online: WIMS Online Services Offering and Service Level Agreement](https://aquaticinformatics.com/wims-online-saas/)
- [WIMS On-Premise: WIMS On-Premise Software License Agreement](https://aquaticinformatics.com/wims-on-premise/)



Electronic Acceptance

Expiration Date: Must be signed by 31 Dec 2025

Subscriber: City of Wyoming, Michigan

Subscriber Signature: Per:

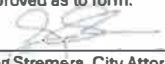
Name: Jaime Fleming

Title:

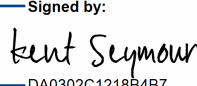
Date:

Subscriber Details: Phone: (616) 261-3572
Email: flemingj@wyomingmi.gov

Company: City of Wyoming, Michigan
2350 Ivanrest Ave.
Wyoming, Michigan 49418
United States

Approved as to form:

Greg Stremers, City Attorney

Provider: Aquatic Informatics

Provider Signature: Per: ^{Signed by:} 
DA0302C1218B4B7...

Name: Kent Seymour

Title: Director, Customer Success

Date: October 22, 2025

Terms & Conditions of Sales

Effective February 11, 2025

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE. BY USING ANY OF THE SERVICES OR SOFTWARE PROVIDED BY AQUATIC INFORMATICS OR ITS SUBSIDIARIES OR AFFILIATES, YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE THE SERVICES OR SOFTWARE.

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for software, goods manufactured and/or supplied, and services provided, by Aquatic Informatics (“Provider”) or any of its affiliates or subsidiaries identified as the selling entity listed on the accompanying software, service or other agreement accompanying these Terms and Conditions and sold to the original purchaser thereof (“Subscriber”). Unless otherwise specifically stated in a previously executed written purchase agreement signed by authorized representatives of Provider and Subscriber, these Terms & Conditions of Sale establish the entirety of the rights, obligations and remedies of Provider and Subscriber which apply to this offer and any resulting order or contract for the sale of Provider’s software, goods and or serviceeats (“Service Offering/Work”).

APPLICABLE TERMS & CONDITIONS

These Terms & Conditions of Sale are contained directly and/or by reference in Provider’s offer, order acknowledgment, Service Offering and Service Level Agreement and any related invoice documents (collectively “Service Offering Agreement”). The first of the following acts constitutes an acceptance of Provider’s offer and not a counteroffer and creates a contract of sale in accordance with these Terms & Conditions: (i) Subscriber’s issuance of a purchase order document against Provider’s offer; (ii) acknowledgement of Subscriber’s order by Provider; or (iii) commencement of any performance by Provider pursuant to Subscriber’s order. Provisions contained in Subscriber’s purchase documents (including electronic commerce interfaces) that are in conflict with, materially alter, add to and/or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Service Offering Agreement.

1. Fees and Payment.

1. Fees and Payment. Fees charged for the Services Offering/Work are set out in your quotation. All such fees are payable on a net 30 days basis without setoff or counterclaim, and without any deduction or withholding. Provider will notify you if there are any fees charged for new options applicable to the Service Offering/Work or if there are fee increases. Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month.

1.2 Upon request, the Provider may offer optional professional services (PS) to the Subscriber under mutually agreed terms outlined in a Quote or Statement of Work (SOW), which may include software installation, implementation services, and training. It is the Subscriber’s responsibility to ensure that project schedules, milestones, and deliverables are aligned with their expectations as specified in the Quote or SOW. Any changes to information related to adjustments in milestones or pricing must be communicated in writing and mutually agreed upon by both the Provider and the Subscriber. Charges for PS that have commenced according to the milestones defined in the Quote or SOW are non-cancellable, and the Subscriber is required to pay accordingly. Unless terminated for cause, PS will be provided and charged based on the agreed milestones and schedules, if

changes were not mutually agreed upon. Penalties related to project delays and project holds will be detailed in the Quote or SOW.

2. Consequences of Breach.

Provider may terminate your Service Offering/Work access if you breach, or Provider has a reasonable basis to believe you will breach any part of the Services Offering Agreement in a way that: (i) poses a security risk to Provider or any third party, (ii) may adversely impact the Service Offering/Work, Provider or a third party's operations, (iii) may subject Provider or any third party to liability, or (iv) may be fraudulent; or (v) breaches applicable law or regulation.

Provider will give Subscriber written notice of such breach. If such breach is not corrected in the time required by the Provider, the Provider may terminate the Service Offering/Work.

2.1. Instead of termination Provider may choose to suspend your right to access or use any portion or all the Service Offering/Work. In such event;

- a) you remain responsible for all fees and charges you have incurred through the date of suspension;
- b) you remain responsible for any applicable Service Offering/Work fees for any modules to which you continue to have access (including hosting, data storage fees or fees for in-process tasks completed after the date of suspension; and
- c) you will not be entitled to any service credits for any period of suspension.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination. Unless defined in your SOW, the Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. If not stated in the quote the Subscription Term will be for a yearly term and will automatically renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

Provider's right to suspend Subscriber's access or use the Service Offering/Work is in addition to Provider's termination rights set out below.

3. Term and Termination.

The Service Offering Agreement becomes effective when the quotation is signed by both Subscriber and Provider. The term of the Service Offering Agreement shall commence when Provider sends Subscriber login credentials for the Services Offering/Work quoted and is for the length of time stated on the quotation ("Subscription Term"). **If no stated in the quote, the Subscription Term will be for a yearly term.**

3.1 Additionally, the Services Offering Agreement shall terminate in each of the following events:

- a) Either party may terminate the Service Offering Agreement if the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other and is not dismissed within 30 days following commencement thereof.

b) Either party may terminate the Services Offering Agreement for cause upon thirty (30) days advance notice to the other if there is any material default or breach by the other, unless the defaulting party has cured the material default or breach within the thirty (30) day notice period.

c) Termination as set forth in Section 3.

If the Services Offering Agreement subscription is terminated for cause by Subscriber, then Provider shall refund Subscriber any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon termination for cause by Provider, Subscriber shall pay any unpaid fees covering the remainder of the Subscription Term after the effective date of termination. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

3.2. Any post-termination assistance additional to that described below is subject to mutual written agreement.

(a) Generally. Upon any termination of the Services Offering Agreement:

(i) all your rights under immediately terminate;

(ii) you remain responsible for all fees you have incurred through the date of termination, including fees for in-process tasks completed after the date of termination;

(iii) you will immediately return or, if instructed by us, destroy all Confidential Information provided to you by the Provider.

(b) Post-Termination Assistance. Following termination:

(i) unless notified otherwise by you, for a period of thirty (30) days following termination we will not erase any of your Content (which is defined to include all information provided by Subscriber through configuration of the Service Offering/Work or any data submitted by the Subscriber, or by any party authorized by the Subscriber to submit data to support or enable the Service Offering/Work) as a result of the termination in order to allow you retrieve your Content;

(ii) you may retrieve your Content from the Service Offering/Work only if you have paid all fees due to Provider;

(iii) if more than thirty (30) days post-termination are required for you to retrieve all your Content, you will be charged for a month-to-month subscription service for each additional thirty (30) day period you require to retrieve your Content;

(iv) upon retrieval of your Content, you may instruct Provider to destroy all copies of your Content stored on the Service Offering/Work and request Provider to provide certification in writing that all your Content has been destroyed within fifteen (15) days of Provider receiving Subscriber instructions; and

(v) Provider will provide you with the same post-termination data retrieval assistance that it generally makes available to all Subscribers on a time and materials basis at then stated hourly rates.

4. Proprietary Rights and Confidentiality.

4.1 Ownership.

a) "Proprietary Information" means any information, technical data or know-how in whatever form, including,

but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Provider considers proprietary. All Proprietary Information and intellectual property rights, title and interest, including copyright and trade secret rights in and to anything associated with the Service Offering/Work and the Content remains that of Provider. As between Provider and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all of Subscriber's Content. No right or license is granted hereby to Subscriber or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Provider, except for the limited use licenses implied by law.

b) Subscriber shall not (i) permit any third party to access the Service Offering/Work except as expressly permitted, (ii) create derivative works based on the Service Offerings, (iii) copy, frame or mirror any part or content of the Services, (iv) reverse engineer the Service Offering/Work, or (v) access the Service Offering/Work in order to build a competitive product or service, or copy any features, functions or graphics of the Service Offering/Work.

c) Using the Service Offering it is possible to collect aggregated anonymized data in which all personal identifiers have been removed, such that the information could not reasonably be used to identify an individual, which is collected and stored without association with Personally Identifiable Information (PII) and does not identify Subscriber or any of Subscriber's personnel in any way ("Aggregated Data"). Provider may collect, use and disclose such Aggregated Data for any purposes including for research, analysis, reporting and to further develop the Service Offerings and ancillary services. Provider has exclusive ownership, use, and distribution rights to such Aggregated Data for any purpose, including, but not limited to, advertising, marketing, and promotion of opportunities to other clients and prospective clients of its Service Offering/Work.

4.2 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties Content, business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Service Offering, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is: at the time of disclosure, or thereafter becomes part of the public domain without any violation by the Recipient; already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser; following the date of the signed quotation is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

4.3 Confidentiality. The following terms apply to Confidential Information and the ownership thereof. All Confidential Information is owned by the respective parties. Neither party will, at any time, whether before or after the termination, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing. Each party will hold the other's Confidential Information in confidence and will protect each other's Confidential Information with the same degree of care with which it treats its own Confidential Information, but in no case with any less degree than reasonable care. For certainty, Recipient and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Provider and will not transfer or disclose it without Providers prior written consent, or use it for the manufacture, procurement, servicing or calibration of Work or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Provider's prior written consent. Confidential Information may be disclosed to a party only to employees or consultants having a need-to-know provided such parties are bound by confidentiality obligations. If Confidential Information is disclosed inadvertently the disclosing party will immediately notify the other party and will assist the other party in remedying the confidentiality breach. If Confidential

Information is required to be disclosed pursuant to a valid subpoena, governmental order, judicial order or other operation of law the disclosing party will immediately notify the other party and will assist the other party seeking a protective order or other similar appropriate remedy in order to limit the Confidential Information disclosure to the extent possible or practicable.

5. Miscellaneous.

The parties acknowledge that each is an independent contractor and nothing in this Service Offering Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

5.1 Sections 5 and 6 and any other sections that may be reasonably construed as intended to survive shall survive termination of the Service Offering Agreement.

5.2 Upon consent by Provider, this Service Offering Agreement may be used for cooperative procurement by any public or municipal body, entity, agency or institution, If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, the Service Offering Agreement may be extended to such other entities for the procurement of similar products and/or services provided to Subscriber and at fees in accordance with the Service Offering Agreement unless separately negotiated between such other entities and Provider. Further related entities participating in a cooperative procurement process shall place their own orders directly with Provider. Provider and such other entities will fully and independently administer their own separate contracting processes but all in accordance with substantially similar contracting processes as set out in this Service Offering Agreement.

6. Prices.

All prices, unless stated otherwise, are in U.S. dollars and are based on delivery as stated above unless otherwise quoted by Provider. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of the Work. Subscriber will either pay all such charges or provide Provider with acceptable exemption certificates, which obligation survives performance under this Service Offering Agreement.

7. Limited Warranty.

Provider warrants that the Service Offering/Work sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific Service Offering/Work purchased. Provider warrants that Work furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the Work. Parts provided by Provider in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Provider shall become the property of Provider. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Service Offering/Work not meeting this Limited Warranty is at Provider's option: repair, replacement, or credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Provider is willing to provide such replacement, credit or refund.

8. Indemnification.

All indemnification obligations imposed upon Provider are limited to the extent of those damages proportionately caused by Provider's breach of the Service Offering Agreement, negligence, wrongful conduct,

or violations of law. In no case is Provider liable for any damages caused by negligence, misuse or misapplication of Service Offering/Work by others. Subscriber shall defend, indemnify and hold harmless Provider against all damages to the extent caused by misuse or misapplication of Service Offering/Work, breach of this Service Offering Agreement, negligence, wrongful conduct, or violations of law by Subscriber or its affiliates or those employed by, controlled by or in privity with them, and Subscriber agrees to so defend and indemnify Provider.

9. Patent Protection.

Subject to all limitations of liability provided herein, Provider will, with respect to any Service Offering/Work of Provider's design or manufacture, indemnify Subscriber from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any Canadian or U.S. patent (or European patent for Service Offering/Work that Provider sells to Subscriber for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Service Offering/Work sold to Subscriber hereunder and from reasonable expenses incurred by Subscriber in defense of such suit if Provider does not undertake the defense thereof, provided that Subscriber promptly notifies Provider of such suit and offers Provider either (i) full and exclusive control of the defense of such suit when Service Offering/Work of Provider only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Provider are also involved. Provider's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Service Offering/Work according to their applications as envisioned by Provider's specifications. In case the Service Offering/Work are in such suit held to constitute infringement and the use of the Work is enjoined, Provider will, at its own expense and at its option, either procure for Subscriber the right to continue using such Service Offering/Work or replace them with non-infringing software, services, and/or products, or modify them so they become non-infringing, or remove the Service Offering/Work and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Provider for patent infringement by the Service Offering/Work. Further, to the same extent as set forth in Provider's above obligation to Subscriber, Subscriber agrees to defend, indemnify and hold harmless Provider for patent infringement related to (a) any Service Offering/Work or goods manufactured to the Subscriber's design, (b) software or services provided in accordance with the Subscriber's instructions, or (c) Provider's Service Offering/Work when used in combination with any other devices, parts or software not provided by Provider hereunder.

10. Software and Data.

All licenses to Provider's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Provider's software: Provider grants Subscriber only a personal, non-exclusive license to access and use the software provided by Provider with the Service Offering/Work purchased hereunder solely as necessary for Subscriber to enjoy the benefit of the Service Offering/Work. A portion of the software may contain or consist of open-source software, which Subscriber may use under the terms and conditions of the specific license under which the open-source software is distributed. Subscriber agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Subscriber's use of the Service Offering/Work, Provider may obtain, receive, or collect data or information, including data produced by the Service Offering/Work. In such cases, Subscriber grants Provider a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Provider and its affiliates.

11. Export and Import Licenses and Compliance with Laws and Related Company Policies.

Unless otherwise specified in this Service Offering Agreement, Subscriber is responsible for obtaining any

required export or import licenses. Provider represents that all Service Offerings/Work delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Subscriber will comply with all laws and regulations applicable to the installation or use of all such Service Offerings/Work, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Work and technology delivered hereunder. Subscriber will not sell, transfer, export or re-export any Provider Service Offering/Work or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Provider Service Offerings/Work or technology in any facility which engages in activities relating to such weapons. Subscriber will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Subscriber's business activities in connection with this Service Offering Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Subscriber agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Subscriber or for Provider, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Subscriber's activities related to this Service Offering Agreement. Provider asks Subscriber to "Speak Up!" if aware of any violation of law, regulation or our Code of Conduct ("Code of Conduct") in relation to this Service Offering. [See Integrity and compliance | Veralto for a copy of the Code and for access to our Helpline portal.](#)

12. Force Majeure.

Provider is excused from performance of its obligations under this Service Offering Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Provider by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Provider may, at its option, terminate any part of or all of this Service Offering Agreement without penalty and without being deemed in default or in breach thereof.

13. Non-Assignment and Waiver.

Subscriber will not transfer or assign this Service Offering Agreement or any rights or interests hereunder without Provider's prior written consent. Failure of either party to insist upon strict performance of any provision of this Service Offering Agreement, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Service Offering Agreement will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

14. Limitation of Liability.

Provider, its affiliates, subsidiaries, and each of their respective directors, officers, members, partners, and/or employees (individually, a "Provider Indemnified Party" and collectively, the "Provider Indemnified Parties") will not be liable to Subscriber under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Work purchased

hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Subscriber's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Provider Indemnified Parties arising out of the performance or non-performance hereunder or Provider's obligations in connection with the design, manufacture, sale, delivery, and/or use of the Service Offering/Work will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Provider for any Service Offering/Work delivered hereunder.

15. Applicable Law and Dispute Resolution.

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the Province of British Columbia, without regard to its principles or laws regarding conflicts of laws. If any provision of this Service Offering Agreement violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Provider and Subscriber, any dispute relating to this Service Offering agreement which is not resolved by the parties shall be adjudicated in a court of competent jurisdiction **in the State of Michigan. This Contract shall be governed by and interpreted under the laws of the State of Michigan.**

16. Funds Transfers.

Subscriber and Provider both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Subscriber must verbally confirm any new or changed bank transfer or mailing instructions by calling Provider and speaking with Provider's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

17. Entire Agreement & Modification.

These Terms & Conditions of Sale and accompanying software or service agreement constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Provider unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Provider. Provider rejects any additional or inconsistent Terms & Conditions of Sale offered by Subscriber at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Provider's acceptance of Subscriber's order for the described Service Offering/Work.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR SCREEN GUIDE RAIL REPAIR

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Underwater Construction Corporation for screen guide rail repair in the total estimated amount of \$48,500.00.
2. It is also recommended City Council authorize a 20% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Underwater Construction Corporation for screen guide rail repair.
2. City Council authorizes a 20% 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: November 17, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: November 5, 2025

Subject: DWP Screen Guide Rail Repair

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Underwater Construction Corporation for Screen Guide Rail Repair based on time and material rates, with an estimated cost of \$48,500.00. A 20% contingency is also recommended, bringing the total authorized amount to \$58,200.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant's Low Service Pump Station utilizes six pumps to convey raw water from Lake Michigan to the plant for treatment. Located approximately 20 feet below the lake's surface and within the pump station are two large intake screens designed to prevent debris such as zebra mussels, fish, wood, and other objects from entering and damaging the pumps. These six-foot square screens are manually pulled and cleaned weekly by plant staff. Recently, while attempting to remove the south intake screen, it became wedged in place, rendering three of the six intake pumps inoperable.

Given their recent successful completion of the plant's annual intake inspection, Underwater Construction Corporation (UCC) was contacted for expedited diving services. On September 23, UCC divers were able to free the jammed screen. Plant staff then performed a temporary repair to prevent the issue from recurring. However, during the dive, UCC identified the underlying cause of the problem being approximately 20 feet of worn and deteriorated guide rail that caused the screen to misalign and become stuck.

UCC was asked to develop a repair plan based on their hands-on experience in freeing up the screen and underwater footage of the deteriorated guide rail. Using their findings and review of original drawings, UCC submitted a time-and-materials proposal to replace the damaged guide

rail. This approach allows flexibility to address unforeseen conditions commonly encountered in underwater work and ensures transparent billing based on actual labor and materials used.

The repair is estimated to take five days, and due to the complexity and unpredictability of underwater construction, a 20% contingency is recommended. Approving UCC's repair proposal will expedite the process, minimize risk to plant operation, and save engineering and construction costs for the design and installation of a new guide rail system.

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account #591-537-55300-930.000.

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 28th St SW, Wyoming, MI 49509.

Contractor means: Underwater Construction Corporation
[Name of contracting entity]
A Connecticut corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4295 N Roosevelt Rd
[Contractor's street address]
Stevensville, MI 49127
[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: November 4, 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

Underwater Construction Corporation

By: _____
[Signature of officer, director, or principal of Contractor]
SHANAYON FLEMING / CONTRACTS ADMIN
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 11/03, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Nondiscrimination and Respect.** City is committed to 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 a completed IRS W-9 form (available at www.irs.gov).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



Page No: 1	UCC Proposal L-3572	Date: October 31, 2025
Prepared By: Nick Stathakis	Project Title: Diving Services - Intake System, South Basket Guide Rail Repair	
Submitted To: Mr. Dan Kleinheksel	Project Location: Low Service Pumping Station near Holland, MI	
City of Wyoming Water Treatment Plant 16700 New Holland Road Holland, MI 49424 Dan Kleinheksel Dan.Kleinheksel@wyomingmi.gov 616.738.4957	Proposal Basis: *(NON-NAV) Budgetary Price Based on Rates Below	
	Personnel: UCC would provide:	Maximum # of divers in the water at a time:
	Five (5) Person Crew	One (1)
	1 Project Manager	
	2 Diver Mechanic	
	2 Welder Level 3	

Services On or About Jan OR Feb 2026	Work Hrs./Day 10	Days Per Week 5
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Underwater Construction Corporation (UCC) appreciates the opportunity to offer this proposal to the City of Wyoming for the above-referenced project.

All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910, Subpart "T" and UCC's Safe Practices Manual. UCC is a member of the Association of Diving Contractors International (ADCI).

Scope of Work: Page 2

Equipment:	
2 DOT Crew Cab 1 Ton Pickup Truck (MI CT)	1 Welding Kit (Wire Brush, Chipping Hammer, Welding Curtains)
1 Mobile Dive Station - Cargo Trailer 8'x20' - 8'x23'	1 Oxy Acetylene Surface Burning Equipment (Excludes Gases)
1 Shallow Water Dive Package	1 Porta Band saw
1 Dry Suit	2 4-1/2" Right Angle Disk Grinder
1 Wireless Dive Radio	1 Miller NT-300D Trailblazer Welder
1 40kw Generator (MI)	2 Underwater Burning and/or Welding Rig
1 3 Diver 480 Volt Electric Water Heater	1 Knife Switch
1 Outland U/W Video System w/Audio Time/Date Console Display &100 Meter Cable	4 Additional 50' Welding Lead or Ground
2 Spill Guards (Each)	1 175 or 185 CFM Sullair Tow Behind Tool Air Compressor (MI Only)
1 Confined Space or Diver Extraction System with Adjustable Davi Arm and 2 Ton Cap	3 Pneumatic 3/8" Die Grinder
1 Velocity Meter/Flow Meter	2 Rock Drill - CP9

No.	Description	Rate	Qty.	Sub-Total
1.01	UCC's Round Trip Mobilization Rate (does not include onsite services) per occurrence is:	\$ 5,100.00	1	\$ 5,100.00
1.02	UCC's Daily Rate for the first eight (8) hours worked each day, Monday-Friday is:	\$ 3,900.00	5	\$ 19,500.00
1.03	UCC's Hourly Overtime Rate (applicable after eight (8) hours Monday-Saturday) is:	\$ 700.00	10	\$ 7,000.00
1.04	UCC's Rate for report preparation per eight (8) hour day is:	\$ 500.00	2	\$ 1,000.00
1.05	UCC's Standby Day Rate that will apply for delays due to factors outside of UCC's control is:	\$ 3,600.00		\$ -
1.06	UCC's Equipment and Consumables Budget is:	\$ 15,900.00	1	\$ 15,900.00
1.07		\$ -		\$ -
1.08		\$ -		\$ -
1.09		\$ -		\$ -
1.10		\$ -		\$ -

*Materials and Consumables that are not included will be invoiced at cost plus: 10%		*TOTAL PRICE \$	48,500.00
*Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus: 10%			
*TAXES ARE NOT INCLUDED	*ADDITIONAL TERMS AND CONDITIONS APPLY	*PRICING IS VALID FOR 60 DAYS	

Signed: Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com
 P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9006 / nstathakis@uccdive.com

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Page No: 2	UCC Proposal L-3572	Date: October 31, 2025
Prepared By: Nick Stathakis	Project Title: Diving Services - Intake System, South Basket Guide Rail Repair	
Submitted To: Mr. Dan Kleinheksel	Project Location: Low Service Pumping Station near Holland, MI	

Scope of Work:

UCC will provide a team of underwater welders and underwater mechanics to remove and replace the identified wore sections of the south basket guide rails located in the low service pumping station.

1. Approximately, 20ft of guide will be replaced (from water line to bottom) on both the left and right side of the south basket guide rail structures.
2. Divers will remove existing 4"x4"x3/8" angle iron, fit, and weld 1/4" fillet new galvanized coated 4"x4"x3/8" angle iron.
3. All welding will be preformed by underwater welders meeting AWS D3.6 M certifications.
4. Welds will be coated with TFT underwater coating.
5. Diver mechanics will reuse existing wall brackets.
6. Two (2) new stainless concrete anchor bolts will be installed on bottom of angle guides.
7. UCC will work with operators to test basket screen function prior to demobilization.
8. No modifications of existing screen baskets will be required.

Additional Qualifications and Clarifications:

1. UCC will provide angle iron, hardware and anchor bolts including all required consumables.
2. UCC understand no debris is necessary to remove to perform the above mentioned SOW.
3. UCC has budgeted five (5), ten (10) hour weekdays to successfully complete the project.
4. UCC understands the water plant can isolate pumps for up to eight (8) hours each day.
5. UCC understands at no time differential pressure (DP) is expected at any dive location.

UCC has assumed that the City of Wyoming or others will provide the following to support the previously stated services:

- Operation support and red tagging of equipment, as required.
- Unrestricted access to the work area.
- All permitting as required.
- Unrestricted access to the work areas.
- Access to onsite overhead crane located inside Low Service Station.

AN EQUAL OPPORTUNITY EMPLOYER

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Page No:	T&C Page 1 of 2	UCC Proposal L-3572	Date:	October 31, 2025
Prepared By:	Nick Stathakis	Project Title:	Diving Services - Intake System, South Basket Guide Rail Repair	
Submitted To:	Mr. Dan Kleinheksel	Project Location:	Low Service Pumping Station near Holland, MI	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 1** Except as expressly provided herein, UCC makes no other warranty or guarantee of any kind, express or implied, including any warranty of merchantability of products or for suitability of products selected or requested by others for the intended purpose.
- 2** Budgetary pricing has been based on the proposed man loading and assumed schedule. It is not to be construed, whether expressed or implied, as a firm-fixed price or a not-to-exceed value for a specific scope of services.
- 3** The Standby Day Rate will apply for delays due to factors outside of UCC's control that cause the extension of the project's operations beyond the terms included in our price.
- 4** All open shop services will be invoiced based on a minimum eight (8) hour day Monday through Friday at the straight time rate. Overtime hours are billable after eight (8) hours Monday through Friday and for all hours worked on Saturdays. Double-time will be invoiced for all hours worked on Sundays and Holidays as listed below.
- 5** UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- 6** Emergent services, defined as services requested and response required within twenty-four hours, may be subject to premium time charges (i.e., shop time, travel time, site hours {minimum eight (8) hours} and travel expense).
- 7** Signed manifests for time and material services or signed delay sheets are considered a customer's formal acceptance of work performed. Signed manifests and delay sheets shall also be used for final invoicing by UCC.
- 8** UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- 9** By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- 10** Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- 11** Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.
- 12** UCC understands that for this project, no specific welding code is provided and certification of divers is not required. UCC would supply crew personnel experienced in performing Class B U/W welds in accordance AWS D3.6.
- 13** If a project is canceled after UCC's personnel have been mobilized, travel and/or material charges will be applicable. Related charges will be invoiced in accordance with the existing service contract or as identified in the proposal.
- 14** UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC management and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.
- 15** In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart "T", 29 CFR 1910.425.3 and ADCI International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions, additional personnel may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the customer.
- 16** UCC management and safety departments will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual to include extreme cold temperatures or excessive heat which will result in project delays and additional cost to the overall budget. Client is responsible for all weather delays.
- 17** UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- 18** Client is responsible for having permits in place, if required. If permits, bonding, or additional insurance are required to be supplied by UCC, additional costs would be invoiced as additional services.
- 19** Unless otherwise stated, UCC is not responsible for liquidated or consequential damages.
- 20** UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.
- 21** UCC assumes that dual (multiple) classifications can be utilized daily for each employee on the project as required.
- 22** All-inclusive daily rates, if provided, will not be prorated for partial day services, unless expressly agreed to in advance.

PLEASE SIGN THE LAST PAGE OF THESE TERMS AND CONDITIONS

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (269) 429-6579, or PDF via email to MIContracts@uccdive.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

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Page No:	T&C Page 2 of 2	UCC Proposal L-3572	Date:	October 31, 2025
Prepared By:	Nick Stathakis	Project Title:	Diving Services - Intake System, South Basket Guide Rail Repair	
Submitted To:	Mr. Dan Kleinheksel	Project Location:	Low Service Pumping Station near Holland, MI	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 23** All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of/or remittance of sales tax.
- 24** Invoices for services will be submitted monthly or upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance as well as any costs and expenses including legal fees incurred by UCC to collect any amount due hereunder.
- 25** In the event an invoice is not paid within our terms, or within previously agreed upon terms, it is UCC's policy to file a lien following 60 days of delinquency.
- 26** UCC's proposal is valid for sixty (60) days from date of issuance unless otherwise noted.
- 27** The parties consent to jurisdiction in a Michigan state court for any action hereunder, and the parties waive a trial by jury in any action hereunder.

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Signed: _____

Date: _____

Billing Address: _____

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (269) 429-6579, or PDF via email to MIContracts@uccdive.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
10/03/2025

PRODUCER
Grasso Associates LLC. (203) 288-4995
3074 Whitney Ave
3-2
Hamden CT 06518-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Underwater Construction Corporation
110 Plains Road
P. O. Box 699
Essex CT 06426-

INSURER A: StarNet Insurance Company
INSURER B: Starr Indemnity & Liability Co
INSURER C: United States Fire Insurance Company
INSURER D: Berkley Ins Co/StarNet Ins Co
INSURER E: Underwriters at Lloyd's London/Convex UK


COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	BOUMA255726	/ /	/ /	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				10/05/2025 10/05/2026	FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		/ /	/ /		
C	AUTOMOBILE LIABILITY	133-759916-1	03/05/2025	03/05/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input checked="" type="checkbox"/> \$1,000 Comp Ded	PROPERTY DAMAGE (Per accident) \$					
<input checked="" type="checkbox"/> \$1,000 Collision						
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$	
					AUTO ONLY: AGG \$	
E	EXCESS LIABILITY	E1586 MJ16319725	10/05/2025	10/05/2026	EACH OCCURRENCE \$ 9,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 9,000,000	
	<input type="checkbox"/> DEDUCTIBLE				\$	
	<input type="checkbox"/> RETENTION \$				\$	
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	KRM916086407/KRML55900357	10/05/2025	10/05/2026	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
	D Longshormen & Harbor Workers, Jones Act				E.L. EACH ACCIDENT \$ 1,000,000	
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
B	OTHER Hull & PI	MASIHB N0011825	10/05/2025	10/05/2026	PI Occurrence 1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re Intake Inspection Project. The Certificate holder is listed as additional insured as required by written contract.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
City of Wyoming Michigan 1155 28th Street SW PO Box 905 Wyoming MI 49509-0905		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE 

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR SITE RESTORATION AND
IMPROVEMENTS TO THE SOUTH LAGOON ACCESS ROAD

WHEREAS:

1. On June 2, 2025, City Council approved Resolution #28441 awarding the bid for Drying Bed Residual Solids Disposal project cleaning out solids from the south lagoon at the Drinking Water Plant.
2. As detailed in the attached staff report, it is recommended City Council accept a quote from McCormick Sand Inc. for site restoration and improvements to the south lagoon access road in the total amount not to exceed \$23,350.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from McCormick Sand Inc. for site restoration and improvements to the south lagoon access road.
2. City Council authorizes the City Manager to sign the quote.

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: November 17, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Quote

Resolution No. _____

STAFF REPORT

Date: November 6, 2025
Subject: South Lagoon Site Restoration
From: David Munch, Utility Operations Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended that the City Council accept the quote from McCormick Sand Inc. for site restoration and improvements to the south lagoon access road up to a total amount of \$23,350.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Monday June 2, 2025 City Council awarded a bid to McCormick Sand Inc. for the Drying Bed Residual Solids Disposal project (Resolution No. 28441) for cleaning out solids from the south lagoon at the Drinking Water Plant. McCormick Sand Inc. provided excavation and hauling services and recently finished the project. They provided excellent service and were very conscientious in performing all aspects of the lagoon clean out. Additionally, they completed the project on time and well under the allowed budget.

The access road to the south lagoon area is approximately 1300 feet in length and is a dirt road that is prone to seasonal washout, ponding, and is susceptible to damage during snow removal. The heavy equipment traffic during the project caused additional wear on the road. Given the excellent experience with McCormick Sand, their familiarity with the site conditions, and the project coming in under budget, staff requested McCormick Sand to provide a quote that included placement and grading of crushed asphalt on this road. This would significantly improve access and durability for many years to come.

McCormick Sand provided the attached quote for \$23,350.00 to include the acquisition, hauling, placement and grading of crushed asphalt. The work would be completed yet this year in time for the winter season. Additionally, the work can be performed under the existing contract and would utilize the savings from the lagoon cleanout project with no increased costs beyond what was originally budgeted for the lagoon cleanout work.

Therefore, it is recommended that City Council accept the quote from McCormick Sand Inc. for site restoration/improvement under the same contract terms set by the Drying Bed Residual Solids Disposal project and utilize remaining funds from the original project.

BUDGET IMPACT:

Adequate funds are available in account 591-537-55300-921.000.



5430 Russell Rd. · Twin Lake, MI 49457 · Ph. 231-766-0466 · Fax 231-766-5162

Date: November 05, 2025
To: Mr. David Munch
Project: South Lagoon Site Restoration
Location: Wyoming City Water Treatment Plant
16700 New Holland St
Holland, MI 49424

Work Scope:

- Mobilize & Demobilize Equipment and Personnel
- Grade the existing access road to achieve positive drainage per the photos provided (approx. 1300'x12').
- Furnish, Place and Compact approximately 2 inches of crushed asphalt over the areas identified.
- Fill in select low areas within access road with additional crushed asphalt.
- Work to be completed in 2025 season.

Crushed Asphalt Material	\$7,686
Material Hauling	\$4,044
Labor & Equipment for Grading and Material Placement	\$11,620
Total Cost Proposal	\$23,350

Excludes: Bond cost, Fees, site-related permits, QC testing.

*This quote is good for a minimum of 30 days from bid date.

Sincerely,

McCormick Sand, Inc.
MDOT# 05076

David P. Vander Molen, P.E.
Vice President

Accepted By: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF A REFRIGERANT DETECTOR

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Mine Safety Appliances Company for the purchase of a refrigerant detector in the total amount of \$12,515.00 plus freight.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from Mine Safety Appliances Company for the purchase of a refrigerant detector.
2. 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 17, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: October 28, 2025
Subject: Purchase of a Refrigerant Detector
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Aaron Vis, Director of Public Works
Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended that the City Council accept the quote as provided by Mine Safety Appliances Company for the purchase of a refrigerant detector in the amount \$12,515.00 plus freight.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant has a monitor that detects leaks in the chiller refrigeration system by using sensors to analyze the air for the presence of refrigerant gas. If a leak is detected, the monitor triggers an alarm to ensure personnel safety and prevent environmental damage. The existing refrigerant monitor is over 15 years old and has recently failed.

Because the unit is obsolete and not repairable, plant staff worked with the manufacturer for a direct replacement unit. Mine Safety Supply Company provided a quote for the current model unit, along with a calibration kit for a cost of \$12,515.00 plus freight. Purchasing directly from the manufacturer ensures the lowest cost. Upon receipt of the equipment, plant staff will perform the installation. Replacing the unit is essential as refrigerant leaks can displace oxygen, posing a serious health hazard to people in the vicinity.

BUDGET IMPACT:

Adequate funds exist in Water Fund account 591-537-55300-775.000.



Mine Safety Appliances Company . P.O. Box 427 . Pittsburgh, PA 15230
 Instrument Division
 Phone: 1-800-MSA-INST

City of Wyoming
 2350 Ivanrest
 Wyoming, MI 49418

MSA c/o Dave Ray & Associates
 220 Engelwood Dr, Suite D
 Orion , MI 48359
 Date: November 4, 2025

Attn: Daniel Kleinheksel
 Phone: 616.738.4957
 Email: dan.klienheksel@wyomingmi.gov

QUOTATION # 110425JEMB

Item	Qty.	Description	Unit Price	Total Price
1	1	Model Name: Chillgard 5000 Model # A-CG5000-0400 Sensor Option: 0 Library Refrigerants Number of Sample Points: 4 Four Sample Points Mounted Strobe: 0 None For Future Use: 0 None	\$11,582.00	\$11,583.00
2	1	Model Name: Calibration Kit Model #: 10182184 Includes: Case, match flow regulator,tubing and scrubber	\$932.00	\$932.00
Total Does not include freight or Tax				\$12,515.00

FOB: Shipping Point Delivery ... 4-6 weeks ... From Receipt of Order

Approved as to form:

 Greg Stremers, City Attorney

TERMS: PAYABLE NET WITHIN 30 DAYS UNLESS OTHERWISE NOTED. NO WITHHOLDING WILL BE ALLOWED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER

MINIMUM ORDER: \$100

VALID FOR 60 DAYS FROM ABOVE DATE

Please issue PO to:
MSA c/o Dave Ray & Associates
220 Engelwood Dr. Suite D
Orion, MI 48359

ATTENTION PURCHASER:
 CAREFULLY READ THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL. THE TERMS AND CONDITIONS ON THE FACE AND ON THE REVERSE SIDE HEREOF. INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATIONS OF REMEDIES AND EXCLUSIONS OF DAMAGES ARE INCORPORATED HEREIN AND CONSTITUTE A PART OF THIS QUATATION/OFFER TO SELL. PURCHASER AND SELLER UNDERTAND AND AGREE THAT THE TERMS AND CONDITIONS ON THE FACE AND ON THE REVERSE SIDE HEREOF CONSTITUTE THE TERMS. CONDITIONS AND CONVENANTS OF THIS QUOTATION/OFFER TO SELL AND ANY RESULTING CONTRACT

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
WWTP Building B and V Roof Replacement	Great Lakes Systems, Inc.	\$157,649.00
Public Safety Tactical Headsets and Accessories	Drellishak & Drellishak Inc. DBA Pro-Tech Sales	\$17,405.00
Winter Mix Asphalt	A-1 Asphalt Inc, Black Gold Transport Inc., and Superior Asphalt Inc.	Bid prices as shown on the attached staff report.
Waterworks Fittings	Core and Main, Etna Supply Co., Ferguson Waterworks, and Michigan Pipe and Valve	Bid prices as shown on the attached tab sheet.

2. City Council authorizes a 10% contingency for WWTP Building B and V Roof Replacement.
3. City Council authorizes the City Manager to sign the contracts.

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: November 17, 2025.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS

Staff Reports

Tab Sheets

Contracts

Resolution No. _____

STAFF REPORT

Date: November 5, 2025

Subject: WWTP Building B and V Roof Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended that the City Council award the bid for the Wastewater Treatment Plant B and V Building Roof Replacement Project, provided by Great Lakes Systems, Inc. in the amount of \$157,649.00, plus a 10% contingency for a total amount of \$173,500.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Wastewater Treatment Plant B and V Buildings have flat roofs with EDPM rubber membrane roof systems. Over time, these systems have significantly deteriorated due to age and prolonged exposure to weather. The roofs exhibit many issues including frequent leaks, deteriorated sealants, loose and unadhered membrane, and moisture-saturated and buckled insulation. Given that the roofs have exceeded their 20-year life expectancy, full replacement of the roof system is recommended. In addition, the installation of new skylights and a roof safety railing system is advised to ensure compliance with current safety standards.

To address these needs, bid specifications were developed for the replacement of the roof membrane systems, skylights, and the installation of a safety railing system. The project was publicly advertised and competitively bid, with specifications made available on the City's website. A total of 52 registered bidders downloaded the documents, and a pre-bid meeting was held on Wednesday, October 8, 2025.

On Tuesday, October 28, 2025, three bids were received, as summarized in the following tabulation. After a thorough review of the submissions, Great Lakes Systems, Inc. was found to meet the bid specifications and provided the lowest bid.

TABULATION:

Bidder Name	Total Bid Amount
Great Lakes Systems, Inc.	\$157,649.00
Division 7 Building Contractors, Inc.	\$166,830.00
Superior Services RSH, Inc.	\$237,100.00

BUDGET IMPACT:

Adequate funds exist and have been budgeted for in the Wastewater Treatment Plant account #590-536-54400-986.444.

CITY OF WYOMING

**WWTP BUILDING B AND V ROOF REPLACEMENT PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN**

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

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

Contractor means: Great Lakes Systems, Inc.
[Name of contracting entity]
A Corporation of Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
1181 58th Street SW
[Contractor's street address]
Wyoming, MI 49509
[Contractor's city, state & zip]

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

Effective Date means: 11/18/25, 202 .

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: Great Lakes Systems, Inc.

By: _____
John Shay, City Manager

By: David R. Postma
[Signature officer, director, or principal of Contractor]
David R. Postma, Estimator
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20

Date signed: November 4, 20 25

Approved as to form:  _____

ADDENDUM No. 1

City of Wyoming, Michigan

Name of Contract: **WWTP Building B and V Roof Replacement**

Bid Due Opening Date/Time: Tuesday, October 28, 2025, 11:00 A.M.

CHANGES TO THE SPECIFICATIONS:

1. BID/PROPOSAL FORM CONTINUED
 - a. Replace page 29, BID/PROPOSAL FORM CONTINUED, with the revised page below.

QUESTIONS/CLARIFICATIONS:

1. None.

REQUEST FOR BIDS/PROPOSALS

The City of Wyoming, Michigan (**City**) is requesting bids/proposals for the items, services, or project generally referred to as:

WWTP Building B and V Roof Replacement

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (the "Work").

DUE DATE AND TIME

The City Clerk will receive bids/proposals for the Work submitted by the date and time stated below in accordance with this Request for Bids/Proposals:

Due date and time: Tuesday, October 28, 2025, 11:00 a.m., local time

Place: Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509-0905

If using United States Post Office for delivery, add PO Box 905 to the mailing address above.

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for WWTP Building B and V Roof Replacement."

Proponents are solely responsible for ensuring delivery by the required date and time. Any bid/proposal, 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 required date and time, will not be opened and will be returned to the bidder/proponent. **Bids/proposals will not be accepted by e-mail or other electronic delivery.**

PRE-BID MEETING

A pre-bid meeting will be held.

Attendance is encouraged but not required.

Date and time: Wednesday, October 8, 2025, 11:00 a.m., local time

Place: Wyoming Wastewater Treatment Plant
2350 Ivanrest Ave
Wyoming, MI 49418

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements may be directed via e-mail to Dan.Kleinheksel@wyomingmi.gov. No questions or interpretations will be issued later than 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via City's e-Bidder system. Addenda will also be available on City's website and at City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

It is the bidder's/proponent's responsibility to make inquiry as to changes or addenda issued. All changes and addenda will become part of the specifications and all bidders/proponents will be bound by issued changes and addenda.

BID/PROPOSAL REQUIREMENTS

All bids/proposals shall remain valid for at least 90 days after submission. NOTE: 90 DAYS IS THE HOLD TIME FOR PRICING AND AVAILABILITY ON A BID PROJECT.

IF THE BID IS FOR EQUIPMENT, PARTS, COMPONENTS, SUPPLIES, OR SERVICES TO BE PROVIDED ON AN AS-NEEDED, OR WHEN-ORDERED BASIS, BID PRICING MUST REMAIN IN EFFECT FOR THE ENTIRE CONTRACT TERM.

If it is an annual contract, pricing must be good for 1 year after the date the contract is approved and signed by City. If the contract term is longer than 1 year, the pricing must be good for the entire contract term. IF

ANNUAL OR MORE FREQUENT PRICE ADJUSTMENTS ARE PROPOSED, THEY MUST BE INCLUDED IN THE BID/PROPOSAL.

Any bidder may withdraw its bid at any time prior to the scheduled time for the bid opening. A written request to withdraw shall be delivered to City's Purchasing Department prior to award.

All proponents are responsible for the following in preparing and submitting a bid/proposal:

1. Reviewing and being familiar with this request for bid/proposal 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/proposals will be posted on City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.
2. Reviewing the plans and specifications to determine if 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/proposal, the proponent 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 City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred to in this bid/proposal document are for reference only and need not be returned with the bid/proposal. They will, however, be part of the contract documents.

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
 - A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
 - B. Businesses must also provide the state in which they were organized, e.g., Michigan, Delaware, etc. and the type of entity, e.g., corporation, partnership, limited liability company, limited partnership, or other business form.
 - C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, City may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
 - A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.
 - B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
 - A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
 - B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If

any items, accessories, or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.

- C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified, and billing must be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that must be stated.
 - D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation must be clearly stated.
 - E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups, must be clearly listed.
 - F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.
 - G. Bid prices for equipment, goods or other items must include all delivery charges.
10. If required by the specifications, include:
- A. The manufacturer and/or model number(s) of specified equipment.
 - B. The warranties or guarantees provided for any work, equipment, and other items.
 - C. The number of calendar days required for delivery of any equipment, goods, or other items.
11. Include a proposed schedule for beginning and completing all Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time must be provided as stated in 10.C above.
12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.
13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.
14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.
15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:
- A. The name(s) of the proponent's client(s) or customer(s),
 - B. A description of the work performed,
 - C. A description of the overall project,
 - D. The date(s) the proponent performed the work, and
 - E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.
16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.
17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

Bids/proposals will be publicly opened and read immediately following the due date and time stated above. Bids/proposals will be tabulated by City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

Results of the bid/proposal openings are generally available on City's website www.wyomingmi.gov within 2-3 business days after scheduled bid/proposal opening.

CITY'S RESERVATION OF RIGHTS

City reserves the rights to do any or all of the following:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/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 by using quoted unit prices.
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Inquire of others about any bidder/proponent, identified subcontractor(s) or consultant(s), and their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in City's best interests.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

Consideration of bids/proposals typically involves (i) review and tabulation of the bids/proposals and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from any design professional engaged by City (if identified in the plans and specifications), (iv) contacts of references and those for whom proponents 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 proponent, and (vii) City Council award of the contract. City is not obligated to follow and may deviate from this typical process as deemed in City's best interests.

CONSIDERATION FACTORS

While contract price/cost is an important factor in consideration of any bid/proposal, (i) the proponent's experience, expertise, and reputation, (ii) previous City experience with the proponent, (iv) the experience, expertise, reputation, and previous City experience with the proponent's identified subcontractors, consultants, and personnel, and (v) other factors may be as or more important to the award of a bid/proposal and/or contract.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to any contract awarded pursuant to the request for bids/proposals. By submitting a signed bid/proposal, the proponent attests it complies with and promises it will comply with these Terms and Conditions, except to the extent the proponent's bid/proposal identifies any contract term(s) the proponent is unable to meet or the proponent wishes to see modified and for which it proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the proponent to whom the contract is awarded.

1. **Legal Compliance.** Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all 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/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 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 the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.
 - A. If some or all of the 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 the Request for Bids/Proposals indicates they are applicable, Contractor shall fully 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 and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.
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 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 Community Development Block Grant (**CDBG**) or other federal and/or state funded project, neither Contractor nor any of its subcontractors on the HUD listing of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - D. Neither Contractor nor any of its subcontractors 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 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) 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 (iii) 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 or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.
 - C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
8. Payment to Contractor.
- A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. 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 the contract. Unless other provisions apply, 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 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 plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:
- A. Unless otherwise stated in the plans, specifications, or bid/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/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.
 - C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for any items provided or installed under the contract, and ensure all related warranties are held by or assigned to City.
 - E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. 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. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal 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 all debris resulting from the Work. Disposal will comply with laws, rules and regulations applicable to such disposal. Contractor will 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 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, City's design professional(s), and City representatives will always have access to all parts of the Work and 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. 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.
- A. Invoices must be separated to show the amount 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 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.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
- A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.

- B. This contract will be binding on Contractor's successors and permitted assigns.
- C. No other individuals or entities are intended to be beneficiaries of this contract.
16. Independent Contractor. Contractor and Contractor's subcontractors and consultants are wholly independent of City. None 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 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, 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 or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting 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 reasonable 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 any 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 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. All parties agree 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.
- F. Discrepancies in Plans and Specifications
1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids/Proposals 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
 - Bid Proposal on City's Form - without any additions or changes
 - Technical Bid Specifications
 - Instructions to Bidders
 - General Bid Information
 - Drawings
 - City of Wyoming Standard Specifications for Construction\Prequalification Documents
<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>.
 3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.
18. 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.

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

RISK ALLOCATION AND INSURANCE

1. 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 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 this Contract.
- C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991.

2. Insurance.

- A. Unless otherwise provided in the specifications, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$3,000,000 Each Occurrence Limit \$3,000,000 Personal & Advertising Injury Limit \$3,000,000 General Aggregate Limit \$3,000,000 Products/Completed Operations	Coverage shall include the following 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. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$3,000,000 per person \$3,000,000 per occurrence	Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	<p>Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i>: (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) all authorized agents of the foregoing.</p> <p>Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
OWNERS CONTRACTORS PROTECTIVE	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$ ____.</p>	<p>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.</p>
ENVIRONMENTAL/POLLUTION LIABILITY	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$1,000,000.00.</p>	<p>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.</p> <p>Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i>: (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) all authorized agents of the foregoing.</p> <p>Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
BUILDERS RISK PROPERTY INSURANCE	
<p>Coverage is required if checked "yes."</p> <p>Yes _____ No <u>X</u> _____</p> <p>Amount required: Full Contract Amount.</p>	<p>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.</p>

- B. Policy(ies), as described above which require City or any of City's personnel to be named or additional insureds, shall be endorsed to state the following: "30 days advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW, Wyoming, MI 49509-0905." Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies, and endorsements.
- C. Upon the City's request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor's policy.
- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.
 - A. A bid bond is not required for this project.
 - B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, City will accept a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.
2. Payment Bond.
 - A. 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 be 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.

- B. 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.

3. Performance Bond.

- A. 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 be 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.

- B. 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.

- 4. No Liens. Under Michigan law, construction liens cannot be placed on public projects or 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 a 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 all steps needed to secure the lien's release and must indemnify City for any costs City incurs to secure release of the lien.

SPECIFIC REQUIREMENTS

WWTP B & V Building Roof Replacement

1. GENERAL

- A. The City of Wyoming Wastewater Treatment Plant is requesting bids for the roof replacement of the B Building and V Building as defined herein. The bidder will be responsible for all information required for the removal and disposal of the existing roof, and installation of an EPDM Roofing System as defined herein.
- B. Each bidder shall personally examine the work site as well as the bid specifications included herein, to arrive at a clear understanding of the work to be performed, the existing conditions of the premises, and to familiarize themselves with any conditions which may affect the carrying out of the work to be performed.
- C. Elevate and Carlisle shall be approved EPDM roofing system manufacturers. The re-roofing bid shall meet the specifications contained herein.
- D. It will be the contractor's responsibility to dispose of all materials at no additional cost to the City.
- E. Bidder shall engage with an approved lightning protection contractor certified by the Lightning Protection Institute for lightning system removal, repair, and reinstallation services.

Michigan Lightning Protection, Inc.

Attn: George Portfleet

PO Box 140586

Grand Rapids, MI 49514

616-453-1174 - 616-791-7380 fax

michiganlightning@sbcglobal.net

- F. Bidder shall be responsible for asbestos abatement. The City engaged Material Testing Consultants to perform an asbestos analysis on the existing roof. Disturbance and disposal of building materials with asbestos content greater than 1% is regulated by the State of Michigan. Any Asbestos-related work must be conducted by properly, trained, equipped, and accredited asbestos workers and in accordance with all applicable laws, rules, regulations, and industry standards. Material Testing Consultants' full report can be found within this document.

2. SCOPE OF WORK

- A. Work under this section covers the installation of a new fully adhered EPDM Tapered Roofing System for the City of Wyoming WWTP B & V Buildings. In addition, the contractor shall include all related items of work as noted herein or indicated on the drawings or otherwise required to complete the specified elements of work and provide the necessary warranties for this work.
- B. Tear off down to the existing structural deck. Removal and disposal shall include ballast, gravel surface, built-up roofing, rigid insulation, cants, flashing and counterflashing, wood blocking, and any other materials which may interfere with a complete and proper installation of the new roofing system.
- C. Furnish and install new fully adhered 60 mil EPDM Roofing System with vapor barrier. Wrap EPDM over the parapet. Install Elevate SP Rail Fascia.
- D. Furnish and install new average R=30 polyiso and tapered insulation to the deck in low rise adhesive.
- E. Seal watertight all existing penetrations.
- F. Membrane Manufacturer 20-year watertight warranty. Upon completion and inspection and acceptance of the work furnish the roofing system manufacturers labor and material full system warranty for a period of 20 years.
- G. Furnish and install new skylights with fall protection.
- H. Railing System
 - V Building: Furnish and install a compliant roof perimeter safety railing system and gate. Basis of design: Diversified, SafePro Component Guardrail Systems or approved equal.

- B Building: Move the existing railing as needed for the roof replacement. Reinstall in original configuration with walkway pads installed under the railing bases.
- I. V Building roof has an existing lightning protection system. Bidder shall engage with an approved Lightning Protection Institute certified contractor for removal, repair, and reinstallation of the lightning protection system. Final flashings of thru-roof assemblies and all specialty roof products such as heat welds or slip sheets required for the lightning protection system by the EPDM manufacturer shall be the responsibility of the roofing contractor.
 - J. Lightning protection system shall be inspected and certified.

3. DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 for definition of terms related to roofing work not otherwise defined in the section.
- B. Edge: Edge Building Products Co., Headquarters, 200 4th Ave S, Nashville, Tennessee, 37201, United States
- C. American Society for Testing and Materials (ASTM): 1916 Race St., Philadelphia, PA 19103

4. SYSTEM DESCRIPTION

- A. Fully Adhered .060 non-reinforced EPDM elastomeric sheet roofing that is adhered to acceptable substrate with system manufacturer's bonding adhesive or utilize self-adhered materials where possible. Color of roof material shall be black.

5. SUBMITTALS

- A. Product Data:
 1. Elevate Technical Information Sheets (TIS) for all products used on this project.
 2. Elevate Material Safety Data Sheets (SDS) for all products used on this project.
- B. Samples:
 1. Samples of roof membrane, Insulation, fasteners, sheet metal color samples and walkway pads must be provided at no extra charge.
- C. Application Information:
 1. Copy of job-related Elevate details including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, drains, and any other relevant details.
 2. Latest application guide from the manufacturer detailing the installation of the products.
- D. Warranty
 - Submit manufacturer warranty. System includes:
 1. Vapor barrier.
 2. Insulation.
 3. Membrane.
 4. Flashings.
 5. Fasteners and adhesives.
 6. Sheet metal components.
- E. Pre-Installation Notice:
 1. Copy of Elevate Pre Installation Notice (PIN) that has been accepted and approved by Elevate.
- F. Drawings:

1. Manufacturer's shop drawing for tapered insulation.
 - a. Shop drawings shall show complete layout of the tapered system and shall comply with the drainage patterns required. Only the manufacturer's tapered insulation shop drawings will be acceptable.
 - b. The responsibility of providing shop drawings for this project lies solely with the manufacturer of the tapered insulation system. Shop drawings by others will not be acceptable.
 - c. Shop drawings shall include: Outline of roof, location of drains, scuppers or gutters, profile of tapered insulation components, indications of minimum and maximum insulation thicknesses, and the average "R" value for the completed insulation system.
2. The roofing contractor shall verify all roof dimensions and drain locations and confirm same with the manufacturer.
3. Approved shop drawings shall be returned to the manufacturer before insulation is delivered to the jobsite.

6. QUALITY ASSURANCE

- A. Manufacturer:
 1. Company specializing in manufacturing the roofing membrane specified in this section with ten years of manufacturing experience.
 2. System supplier must have ISO 9002 certification.
 3. Manufacturer must be able to provide the project with the membrane, Isocyanurate insulation, sheet metal and fasteners that are produced in their facilities. Rebranded products will not be accepted.
- B. Shall be a current Elevate Master Contractor or equal by Carlisle.
- C. Shall have a fully staffed office within 100 miles of the job site.
- D. Shall have at least 10 years' experience installing the specified system.

7. REGULATORY REQUIREMENTS

- A. Conform to applicable local building code requirements. Underwriters Laboratories, Inc. (UL): Class (A) Fire Hazard Classification.
- B. Factory Mutual Corporation (FM): Roof Assembly Classification, FM Construction Bulletin 1-28, and 1-29 meeting minimum requirements of FM 1-90.

8. QUALITY INSPECTION/OBSERVATION

- A. Inspection by Manufacturer: Provide a final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer.
 1. Technical representative shall not perform any sales functions.
 2. Contractor shall complete any necessary repairs required for issuance of warranty.

9. DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers dry, undamaged, seals and labels intact and legible.
- B. Store all materials clear of ground and moisture with weather protective covering.
- C. Keep all combustible materials away from ALL ignition sources.

10. ENVIRONMENTAL REQUIREMENTS

- A. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice.
- B. Do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application. Consult Elevate Technical Specifications on cold weather application.

11. WARRANTY

- A. Provide 20 year, from date of substantial completion, Roofing System Warranty (Red Shield Warranty).

- The Manufacturer warrants to the Owner that, subject to the provisions of this document, the Manufacturer will, at its own expense, make or cause to be made all repairs necessary to maintain the roofing system in a watertight condition during the 20 year period following the date of Substantial Completion of the roofing system.

B. Coverage

1. Red Shield Warranty:
2. Limit of liability: No Dollar Limitation
3. Wind Speed shall be 90 mph.
4. System includes:
 - a. Vapor barrier.
 - b. Insulation.
 - c. Membrane.
 - d. Flashings.
 - e. Fasteners and adhesives.
 - f. Sheet metal components.

12. NAILERS FOR FLANGES AND ROOF ACCESSORIES

- A. Description: Structural Grade No. 2 or better Southern Pine, Douglas Fir or Exterior Grade plywood. All wood shall be pressure treated for rot resistance.
 1. Nailer width: Minimum 3-1/2 in. (nominal) wide or as wide as the nailing flange of each roof accessory.
 2. Nailer thickness: Thickness of roof insulation.
- B. Reference Standards:
 1. Southern Pines: PS 20; SPIB Grading Rules.
 2. Western Woods: PS 20; WWPA Grading Rules
 3. Plywood: PS 1; APA Grade Stamps.
 4. Pressure preservative treatment: AWPB LP2.

13. MANUFACTURERS - MEMBRANE MATERIALS

- A. Roofing System: Basis of design: Elevate adhered single-ply membrane system: .060 LSFR elastomeric sheet roofing that is adhered to acceptable substrate with manufacturers bonding adhesive.
- B. Product Rubbergard EPDM or Rubberguard EPDM SA Self Adhered Membrane.
- C. Approved Equals: Carlisle Syntec.

14. ELASTOMERIC SHEET ROOFING AND FLASHING MEMBRANE

- A. Description: Non-reinforced, cured, synthetic single-ply membrane composed of Ethylene Propylene Diene Termolymer (EPDM) conforming to the following physical properties:

Membrane Type: 060 mil RubberGard EPDM or Rubbergard EPDM SA membrane by Elevate.

Property:	Specification:
Specific Gravity	1.15 +/- 0.05
Tensile Strength, Minimum, psi (Mpa)	1425 (9.8)
Elongation, Minimum, %	475

Tear Resistance, lbf / in (N / M)	210 (933)
Ozone Resistance, 166 hours @ 100 pphm @ 104°F with 50% extension	No Cracks
Heat Aging, 28 days @ 240°F	
Tensile Strength, Minimum psi (Mpa)	1415 (9.8)
Elongation, Minimum %	310
Brittleness Point, max., °F, °C	-49 (-45)
Water Absorption, change in weight after immersion in water for 166 hours @ 158° F, %	< 2.0
Tolerance On Nominal Thickness, %	+/- 10
Water Vapor Permeability, Perm-Mils	2.0

B. Reference Standards:

1. ASTM D4637-96: Standard Specification for EPDM Sheet used in single-ply roof membrane
2. ASTM D297: Methods for Rubber Products, Chemical Analysis.
3. ASTM D412, Die C: Test Methods for Rubber Properties in Tension.
4. ASTM D471: Test Methods for Rubber Property, Effect of Liquids.
5. ASTM D573: Test Method for Rubber, Deterioration in an Air Oven.
6. ASTM D624, Die C: Test Method for rubber property-Tear Resistance
7. ASTM D746: Test Method for Brittleness Temperature of Plastics and Elastomers by Impact.
8. ASTM D751: (Grab Method) Method of Testing Coated Fabrics.
9. ASTM D816: (Modified) Methods of Testing Rubber Cements.
10. ASTM D1149: Test Method for Rubber Deterioration, Surface Ozone Cracking in a Chamber.
11. ASTM D2240: Test Method for Rubber Property - Durometer Hardness.
12. ASTM E96: Test Methods for Water Vapor Transmission of Materials.

Product/Producer:

1. RubberGard® EPDM or Rubbergard EPDM SA membrane by Elevate.
2. Description: Cured, synthetic single-ply membrane composed of Ethylene Propylene Diene Terpolymer (EPDM) and reinforced with a polyester scrim conforming to the following physical properties:
3. Membrane Type: .060 LSFR or Rubbergard EPDM SA

Property:	Specification:
Breaking Strength, Minimum, lbf (N)	240 (1067)
Elongation, Minimum, %	410
Tear Strength, Minimum lbf (N)	60 (267)
Ozone Resistance, 166 hours @ 100 pphm @ 104°F with 50% extension	No Cracks

Heat Aging, 28 days @ 240°F	275 (1223)
Breaking Strength, Minimum lbf (N)	300
Elongation, Minimum %	
Brittleness Point, max., °F, °C	-49 (-45)
Water Absorption, change in weight after immersion in water for 166 hours @ 158°F, %	< 2.0
Tolerance On Nominal Thickness, %	+/- 10
Water Vapor Permeability, Perm-Mils	2.0
Water Vapor Permeability, Perm-Mils	2.0

15. POLYISOCYANURATE ROOF INSULATION

- A. Description: Roof insulation consisting of closed cell polyisocyanurate foam core and a perforated black glass reinforced mat laminated to the face.
 - 1. Thickness: Average of R=30 to meet Michigan Energy code unless otherwise specified.
 - 2. Nominal Size 48 in x 48 in., or 48 in x 96 in.
- B. Reference Standards:
 - 1. FS HH-I-1972/Gen.
 - 2. FS HH-I-1973/3.
 - 3. ASTM C 209 - Water Absorption.
 - 4. ASTM E 96-Water Vapor Transmission of Materials.
 - 5. ASTM D 1621 - Compressive Strength.
 - 6. ASTM D 1622 - Density
 - 7. ASTM D 2126 - Dimensional Stability.
 - 8. ASTM E 84 - Flame Spread.
- C. Product/Producer: ISO 95+ Polyisocyanurate Insulation by Elevate.
- D. Insulation shall be installed with the joints staggered.
- E. A 1/4" per foot tapered insulation system design will be supplied by MWA.

16. INSULATION FASTENERS

- A. Description: Heavy duty threaded fastener with 3-coat waterborne fluorocarbon polymer coating and drill point tip capable of penetrating 20-gauge steel. Fastener shall meet minimum thread size of .260" and a 13 threads per inch. Length shall be sufficient to penetrate deck a minimum of 3/4" for steel and 1" for wood and concrete. Structural concrete decks must be pre-drilled with a 7/32" carbide drill bit to a depth 1/2" deeper than the fastener engagement.
- B. Reference Standard: SAE 1022, Heat Treated
- C. Product/Producer: Heavy Duty (HD) fasteners by Elevate.
- D. Insulation Adhesive: Low-Rise two-part foam adhesive for adhering insulation to approved substrates and to subsequent layers of insulation.
- E. Product: Iso Spray, Iso Stick. Or approved equal.

17. ELASTOMERIC SHEET ROOFING SYSTEM COMPONENTS

- A. Roof Flashing (Gravel Stops):
 - 1. Description: Semi-cured 45 mil EPDM membrane laminated to 35 mil EPDM tape adhesive.

2. Product/Producer: QuickSeam™ Flashing by Elevate.

B. Elastomeric Uncured Flashing:

1. Description: Non-reinforced, self-curing, synthetic, single-ply flashing composed of Ethylene Propylene Diene Terpolymer (EPDM) conforming to the following physical properties as indicated by ASTM D4811-90 standard specification for Non-vulcanized rubber sheet used as roof flashing.

a. Nominal Thickness: .060 inch

Property:	Specification:
Thickness	0.055
Green Strength Modulus 100% @ 75°F(psi)	25-250
Elongation, (Ultimate), %	400
modulus 100% @ 122°F(psi)	12
Elongation (Ultimate) %	200
Shelf Stability: Modulus 100% at 75°F(psi)	250
Elongation, min, %	400
Vulcanizability: Tensile strength, min, (psi)	406
Elongation, min, %	400
Tensile Set: min, %	80
Dimensional Stability, max, %	+/- 10
Weatherability , no cracks or crazing	pass
Water Vapor Permeability, Perm-Mils	2.0

b. Reference Standards:

1. ASTM D412:Test Methods for Rubber Properties in Tension
2. ASTM D471:Test Methods for Rubber Property-Effect of liquids
3. ASTM D573:Test Methods for Rubber-Deterioration in Air oven
4. ASTM D624:Test Methods for Rubber Property-Tear Resistance
5. ASTM D1149:Test Method for Rubber Deterioration-Surface Ozone Cracking in a chamber
6. ASTM D1204:Test Method for Linear Dimensional Changes on a Non-rigid Thermoplastic Sheeting or Film at Elevated Temperatures
7. ASTM D2137:Test Methods for Rubber Property-Brittleness Point of Flexible Polymers and Coated Fabrics

2. Product/Producer:

a. EPDM FormFlash™ flashing membrane by Elevate.

C. Lap Splice Tape:

1. Description: 35 mil EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer.

2. Product/Producer: QuickSeam™ Splice Tape by Elevate.

- D. Adhesive Primer:
 1. Description: High-solids, butyl based primer formulated for compatibility with EPDM membrane & tape adhesive.
 2. Product/Producer: QuickPrime™ by Elevate
- E. Batten Covers:
 1. Description: Cured 60 mil EPDM membrane laminated to 35 mil EPDM tape adhesive.
 2. Product/Producer: QuickSeam™ Batten Cover by Elevate.
- F. Splice Adhesive:
 1. Description: Butyl-based, formulated for compatibility with EPDM membrane.
 2. Product/Producer: RubberGard® Splice Adhesive by Elevate.
- G. Bonding Adhesive:
 1. Description: Neoprene-based, formulated for compatibility with EPDM membrane & a wide variety of substrate materials, including masonry, wood, and insulation facings.
 2. Product/Producer: RubberGard® Bonding Adhesive by Elevate.
- H. Pourable Sealer:
 1. Description: 2-Part urethane, 2-color for reliable mixing.
- I. Seam Plates, Batten Strips and Insulation Plates:
 1. Description: Steel with a Galvalume® coating.
 2. Reference Standard: Corrosion-resistant to meet FM-4470 criteria.
- J. Termination Bar:
 1. Description: 1.3" X 0.10" thick aluminum bar with integral caulk ledge.
 2. Product/Producer: Termination Bar by Elevate.
- K. Low Rise Insulation Adhesive. Iso Stick, Iso Spray, or Jet Pack for adhering insulation to substrates and to subsequent layers of insulation.
- L. Roof Walkway Pads:
 1. Description: EPDM Walkway Pads, 0.30" X 30" X 30" with EPDM tape adhesive strips laminated to the bottom.
 2. Product/Producer: QuickSeam™ Walkway Pads by Elevate.
- M. Daylighting Units: Elevate insulated self-flashing thermal break with integral fall protection minimum 400 lbs @ 4'.

18. EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support roofers and their mechanical equipment, and that deflection will no strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Start work with sealants and adhesives at 60° - 80° F.
- E. Fumes from adhesive solvents may be drawn into the building during installation through rooftop intakes. Appropriate measures must be taken to assure that fumes from adhesive solvents are not drawn into the building through air intakes.
- F. Remove existing roof system components as specified.

- G. The surface must be clean, dry, smooth, free of sharp edges, fins, loose or foreign materials, oil, grease and other materials that may damage the membrane, all roughened surfaces, which could cause damage, shall be properly repaired before proceeding.
- H. All surface voids of the immediate substrate greater than 1/4" wide must be properly filled with an acceptable insulation or suitable fill material.

19. PROTECTION OF OTHER WORK

- A. Protect metal, glass, plastic, and painted surfaces from adhesives and sealants.
- B. Protect neighboring work, property, cars, and persons from spills and overspray from adhesives, sealants and coatings and from damage related to roofing work.
- C. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trade.

20. MATERIAL STORAGE AND HANDLING

- A. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.
- B. Consult container labels and material Safety Data Sheets (MSDS) for specific safety instructions.
- C. Deliver materials to job site in their original containers as labeled by the manufacturer.

21. ROOF INSULATION APPLICATION: GENERAL

- A. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- B. Seal deck joints, where needed, to prevent bitumen drippage.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly fit insulation to all penetrations, projections, and nailers. Insulation shall be fit tightly, with gaps not greater than 1/4". All gaps greater than 1/4" shall be filled with acceptable insulation. Under no circumstances shall the roofing membrane be left unsupported over a space greater than 1/4". Tapered insulation shall be installed around roof drains so as to provide proper slope for drainage. Miter roof insulation edges at ridge, valley and other similar non-planar conditions.
- E. When installing multiple layers of insulation, all joints between layers shall be staggered at least 6 in.
- F. Base Layer: Polyisocyanurate foam board, non-composite.
 - a. Attachment: Low-rise polyurethane adhesive.
- G. Top Layer: Polyisocyanurate foam board, non-composite.
 - a. Attachment: Low-rise polyurethane adhesive.

22. MEMBRANE PLACEMENT AND ATTACHMENT

- A. Beginning at the low point of the roof, place the Elevate RubberGard membrane without stretching over the acceptable substrate and allow to relax a minimum of 30 minutes before attachment or splicing.
- B. After making sure the sheet is placed in its final position, fold it back evenly onto itself so as to expose the underside.
- C. Sweep the mating surface of the membrane with a stiff broom to remove excess dusting agent (if any) or other contaminants from the mating surface.
- D. Apply Bonding Adhesive at about the same time to both the exposed underside of the sheet and the substrate to which it will be adhered so as to allow approximately the same drying time. Apply Bonding Adhesive so to provide an even and uniform film thickness. Do not apply bonding adhesive to areas that will be subsequently spliced.
- E. Allow Bonding Adhesive to flash off until tacky. Touch the Bonding Adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or string. As you are touching the adhesive, pushing straight down to check for stringing, also push forward on the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating.

- F. Starting at the fold, roll the previously coated portion of the sheet into the coated substrate slowly and evenly so as to minimize wrinkles.
- G. Compress the bonded half of the sheet to the substrate with a stiff push broom.
- H. Fold the unadhered half of the membrane sheet back onto itself and repeat the bonding procedure to complete the bonding of the sheet.

23. MEMBRANE LAP SPLICING

A. General:

1. Position the sheet at the splice area by overlapping membrane 5 inches. Once the membrane is in place, mark the bottom sheet 1/2" to 3/4" from the edge of the top sheet every 4 to 6 feet. Tack the sheet back with Elevate QuickPrime at 5' centers and at factory splices or as necessary to hold back the membrane at the splicing area.
2. Remove excess amounts of dusting agent on the sheet and at factory splices using a stiff push broom. Stir Elevate QuickPrime thoroughly before and during use. Dip the QuickScrubber into the bucket of QuickPrime, keeping the QuickScrubber flat. Apply the QuickPrime using long back and forth type strokes with pressure along the length of the splicing area until surfaces become a dark gray in color. Apply QuickPrime to both surfaces at the same time to allow the same flash off time. Change the scrub pad each 200 feet of 3-inch field splice, or when the pad will no longer hold the proper amount of QuickPrime. Additional scrubbing is required at areas that may have become contaminated or have excess amounts of dusting agent, and at all factory splices.
3. Position the QuickSeam Splice Tape on the bottom sheet, aligning the edge of the release paper with the markings. Immediately roll the splice tape with a 3"-4" wide silicone or silicone sleeved steel hand roller or a short nap 3" paint roller.
4. When the QuickSeam Splice Tape has been installed for the entire splice length allow the top sheet to rest on top of the tape's paper backing. Trim the top sheet as necessary to assure that 1/8"-1/2" of the QuickSeam Splice Tape will be exposed on the finished splice.
5. To remove the paper backing from the tape, first roll back the RubberGard membrane sheet, then peel the paper backing off the QuickSeam Splice Tape by pulling against the weight of the bottom sheet at approximately a 45-degree angle to the tape and parallel with the roof surface. Allow the top sheet to fall freely onto the exposed QuickSeam Splice Tape. Broom the entire length of the splice as the release paper is being removed.
6. Roll the splice using a 1-1/2"-2" wide silicone or silicone sleeved steel hand roller, first across the splice, and then along the entire length of the splice.

24. MEMBRANE SECUREMENT

- A. Secure membrane at all locations where the membrane terminates or goes through an angle change greater than 2" in 12" except for round pipe penetrations less than 18" in diameter and square penetrations less than 4" square.
- B. Mechanically fasten Reinforced Perimeter Fastening Strips per Elevate recommendations.

25. FLASHING - PENETRATIONS

A. General:

1. If project is a Tear-off or Reroof, remove all existing flashings (i.e. lead, asphalt, mastic, etc.).
 2. Flash all penetrations passing through the membrane.
 3. The flashing seal must be made directly to the penetration.
- B. Pipes, Round Supports, etc.
 1. Flash with Elevate Pre-Molded EPDM Pipe Flashings where practical.
 2. Flash using FormFlash when Pre-Molded EPDM Pipe Flashing is not practical.
 - C. Structural Steel Tubing:

1. Use a field fabricated pipe flashing detail provided that the minimum corner radius is greater than 1/4" and the longest side of the tube does not exceed 12". When the tube exceeds 12" use a standard curb detail.

D. Roof Drains:

1. If project is a Tear-off or Reroof remove all existing flashings, drain leads, roofing materials and cement from the existing drain in preparation for membrane and Water Block Seal.
2. Provide a clean even finish on the mating surfaces between the clamping ring and the drain bowl.
3. Taper insulation around the drain to provide a smooth transition from the roof surface to the drain. Use pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope. Slope shall not exceed Elevate recommendations.
4. Position the RubberGard membrane, then cut a hole for the roof drain to allow 1/2" -3/4" of membrane extending inside the clamping ring past the drain bolts.
5. Make round holes in the RubberGard membrane to align with clamping bolts. Do not cut the membrane back to the bolt holes.
6. Place Water Block Seal on top of drain bowl where the clamping ring seats below the membrane
7. Install the roof drain clamping ring and clamping bolts. Tighten the clamping bolts to achieve constant compression.
8. Replace broken parts or missing parts for a complete drain detail as required by the manufacturer.

E. Pipe Clusters and Unusual Shaped Penetrations:

1. Fabricate penetration pockets to allow a minimum clearance of 1" between the penetration and all sides.
2. Secure penetration pockets per Elevate Details
3. Fill penetration pockets with Pourable Sealer, so as to shed water. Pourable Sealer shall be a minimum of 2" deep.

F. Hot Pipes:

1. Protect the rubber components from direct contact with steam or heat sources when the in-service temperature is in excess of 180° F. In all such cases flash to an intermediate insulated "cool" sleeve per Elevate details.

G. Flexible Penetrations:

1. Provide a weathertight gooseneck set in Water Block Seal and secured to the deck.
2. Flash in accordance with Elevate Details.

H. Scuppers:

1. Remove existing scupper and provide a new welded watertight scupper or clean the existing scupper for reuse.
2. Set welded watertight scupper in Water Block Seal and secure to the structure.
3. Flash in accordance with Elevate Details.

I. Expansion Joints:

1. Install as shown on roof drawings in accordance with Elevate details.

26. FLASHINGS – WALLS, PARAPETS, MECHANICAL EQUIPMENT CURBS, SKYLIGHTS, ETC.

A. General:

1. Using the longest pieces practical, flash all walls, parapets, curbs, etc., a minimum of 8" high per Elevate Details.

- B. Evaluate Substrate:
 - 1. Evaluate the substrate and overlay per Elevate specifications as necessary.
- C. For Tear-off or Reroof projects:
 - 1. Remove loose or unsecured flashings.
 - 2. Remove mineral surfaced or coated flashings.
 - 3. Remove excessive asphalt to provide a smooth, sound surface for new flashings.
- D. Complete the splice between flashing and the main roof sheet with Splice Adhesive before adhering flashing to the vertical surface. Provide lap splices in accordance with Elevate Details.
- E. Apply Bonding Adhesive at about the same time to both the flashing and the surface to which it is being bonded so as to allow approximately the same flash off time. Apply Bonding Adhesive in a uniform coating.
- F. Allow Bonding Adhesive to flash off until tacky. Touch the Bonding Adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or string. While touching the adhesive, pushing straight down to check for stringing, also push forward on the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating. Flash off time will vary depending on ambient air conditions.
- G. Roll the flashing into the adhesive evenly and carefully so as to minimize wrinkles.
- H. Ensure proper contact of flashing by brooming in place.
- I. Provide termination directly to the vertical substrate as shown on roof drawings.
- J. Install T-Joint covers at field and flashing splice intersections as required by Elevate.
- K. Install intermediate flashing attachment as required by Elevate Specifications and Details.

27. FLASHING - ROOF EDGE METALS

- A. Furnish and install new surface mounted counterflashing and termination bar at roof perimeter where applicable. Minimum 24 ga Kynar coated standard colors selected by the owners rep.

28. TEMPORARY CLOSURE

- A. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.

29. ROOF WALKWAYS

- A. Qty: 75 walkway pads. Coordinate walkway location with Owner.
- B. Layout Elevate RubberGard Walkway Pads so that the flat surface is over the completed RubberGard membrane, spacing each pad a minimum of 1" and a maximum of 3" from each other to allow for drainage.
- C. If the installation of Elevate RubberGard Walkway Pads over field fabricated splices or within 6" of a splice edge cannot be avoided, flash in the splice using QuickSeam Flashing prior to installing the walkway pad. The QuickSeam Flashing shall extend beyond the walkway pad a minimum of 6" on either side.
- D. Remove the release paper. Turn the walkpad over and place it in the QuickPrime.
- E. Walk on the pad to press in place assuring proper adhesion.

30. ROOFTOP GUARDRAIL SYSTEMS

- A. Summary:
 - 1. Section includes the following rooftop guardrail systems:

- a. Modular vertical guardrails with ballasted guardrail bases.
 - b. Movable, non-penetrating pipe & component inward-leaning guardrails with ballasted guardrail base.
- B. Definitions: Definitions in OSHA 29 CFR 1910 and 1926 including their subparts apply to this Section.
1. Guardrail System: A barrier erected to prevent persons from falling to lower levels.
 2. Competent Person: As defined in 29 CFR 1910.140(b) as "a person who is capable of identifying existing and predictable hazards in any personal fall protection system or any component of it, as well as in their application and uses with related equipment, and who has authorization to take prompt, corrective action to eliminate the identified hazards."
 3. Qualified Person: As defined in 29 CFR 1910.140(b) as "a person who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience has successfully demonstrated the ability to solve or resolve problems relating to the subject matter, the work, or the project."
 4. Reference Standards: Perform Work per standards specified and as follows unless modified by requirements in the Contract Documents.
 5. American National Standards Institute (ANSI)/The American Society of Safety Professionals(ASSP):
 6. ANSI/ASSP Z359.6 - Specifications and Design Requirements for Active Fall Protection Systems."
 7. OSHA 29 CFR 1926, "Safety and Health Regulations for Construction."
 8. OSHA 29 CFR 1926, Subpart M "Fall Protection."
- C. Administrative Requirements:
1. Coordinate layout and installation of work of this Section with interfacing and adjoining work and other Sections affecting or affected by work of this Section for proper sequencing of each installation.
- D. Submittals:
1. Product Data: For each type of product.
 2. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 3. Include rated capacities; weights; furnished specialties; and accessories.
 4. Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication and assembly of guardrail systems, as well as procedures and diagrams.
 5. Show complete layout and configuration of guardrail systems including all components and accessories.
 6. Clearly indicate design and fabrication details and installation details.
 7. Include plans, elevations, sections, details, and attachments to other Work
 8. Include installation and rigging instructions and all necessary Restrictive and Non-Restrictive Working Usage Notes and General Safety Notes.
 9. Indicate design loads imposed on building structure at points of support.
 10. Manufacturers' instructions for each product.
 11. Field quality control test and inspection reports.
 12. Operation and Maintenance Data: For guardrail systems to include in operation and maintenance manuals.
 13. Requirements for guardrail systems including complete instructions for users and building maintenance personnel for the safe and proper use, operation, [movement,] and maintenance of guardrails and their components.
- E. Quality Assurance:
1. Manufacturer Qualifications: Minimum [10] years' experience specializing in the design, fabrication and installation of guardrail systems specified in this Section and whose products have a record of successful in-service performance.
- F. Delivery, Storage, and Handling:
1. Deliver materials in manufacturer's undamaged packaging, complete with installation instructions.
- G. Warranty:

1. Manufacturer's Standard Warranty: Manufacturer agrees to repair or replace components of guardrail systems that fail in materials or workmanship within specified warranty period.
2. Warranty Period: Eight (8) year product warranty and three (3) year finish warranty from date of Substantial Completion:

H. Description:

1. Rooftop guardrail systems consist of the following:
 - a. Modular guardrails with ballasted guardrail bases.
 - b. Roof ladder safety gate.

I. Regulatory Requirements:

1. Provide rooftop guardrail systems [and anchorage] designed and constructed to suit building configuration and in accordance with the Contract Documents and applicable regulations and codes.
2. Comply with the OSHA regulations: OSHA 29 CFR 1926, Subpart M "Fall Protection."
3. Rooftop guardrail systems shall comply with current applicable federal, OSHA, ANSI, and state regulations and standards.
4. Design anchorage components, using proper engineering principles, to provide adequate attachment to building; ensure compatibility with industry standard equipment. Design permanent rooftop guardrail systems to accommodate structural movement, movement within system, movement between system and support components, dynamic loading and release of loads, and deflection of structural support, without detriment to durability or performance, without damage to support structure.
5. Design rooftop guardrail systems and provide clearances that will allow for installation tolerances and expansion and contraction of adjacent building materials.
6. Structural Performance Criteria: Provide rooftop guardrail systems, including anchorages, complying with specific performance and design criteria indicated, capable of withstanding, without failure, the effects of gravity loads and in-use loads and stresses under conditions indicated or reasonably anticipated. Include necessary modifications to meet required criteria and dimension of rooftop guardrail systems.
7. Compliance with requirements of authorities having jurisdiction is the responsibility of Contractor.

J. Design Criteria:

1. Top rail 42 inches high and capable of withstanding a load of at least 200 lbf (0.89 kN) applied in any direction at any point.
2. Midrail at 21 inches high and capable of withstanding a force of at least 150 lbf (0.67 kN) applied in any downward or outward direction at any point.
3. Modular Guardrail System: [29 CFR 1910.29(b)] [Cal-OSHA §3209] compliant, free-standing, nonpenetrating, counterweighted, 42 inch high guardrail system to prevent falls from open sides of roof including railing sections and ballasted bases required for a complete installation.
4. Supports every [10 feet (3048 mm)] [8 feet (2438 mm)] [5 feet (1524 mm)].
5. Maximum Assembled System Weight: Not more than 5 psi (34 kPa) at bases.
6. Counterweighted Guardrail Bases: Cast iron with three off-centered stanchion receiver sockets.
7. Nominal Size: 24 inch deep by 18 inch wide by 2-1/2 inch high (609 mm deep by 457 mm wide by 64 mm high) design to prevent water ponding. Cast or smooth edges to prevent damage to roof.
8. Finish: Galvanized.
9. Roof Protection Pads: [1/4 inch (12.7 mm)] thick, resilient pad larger than bases and compatible with roof membrane.
10. Tubing: ASTM A 500/A500M, Galvanized
11. Gates: Self-closing swing gates where indicated. Match railing materials and finish.
12. Nominal Size: 24 inch deep by 18 inch wide by 2-1/2 inch high (609 mm deep by 457 mm wide by 64 mm high) design to prevent water ponding. Cast or smooth edges to prevent damage to roof.
13. Roof Protection Pads: [1/4 inch (12.7 mm)] thick, resilient pad larger than bases and compatible with roof membrane.

14. Rail Units: Single length pipe; vertical supporting posts.
15. Fittings: Manufacturer's standard cast metal alloy, elbows, tees, crossings, and other types to suit application.

K. Fasteners:

1. Material for exterior locations exposed to weather: Stainless steel fasteners, hot-dip galvanized fasteners per ASTM F232, or Zinc-plated fasteners with coating per ASTM B 633.

L. Miscellaneous Materials:

1. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
2. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

M. Examination:

1. Examine roof and other mounting surfaces for suitable conditions where guardrail systems will be installed for compliance with requirements for operational clearances and other conditions affecting performance of work.
2. Proceed with installation only after unsatisfactory conditions have been corrected.

N. Preparation:

1. Coordinate location of guardrail systems indicated to be permanently attached to structure or roofing system and provide appropriate anchoring devices with installation templates, diagrams, and manufacturer's instructions.

O. Installation:

1. Comply with manufacturer's written installation instructions and recommendations, referenced standards, requirements of authorities having jurisdiction, and approved submittals.
2. Install products in place to obtain the required working loads without exceeding allowable loads for each guardrail system.
3. Install products in level, uniform manner, parallel to parapet.
4. Install fasteners in accordance with fastener manufacturer's recommendations to obtain the allowable working loads published in their product literature.
5. Coordinate installation of flashed roof anchorage with roofing trades to ensure a roofing manufacturer approved, water-tight flashing method is used.

P. Repair:

1. Repairing Damaged Finishes: Immediately after installation, clean abraded and other areas where coatings are damaged.
2. Galvanized Surfaces: Clean bolted connections and abraded areas and repair galvanizing to comply with ASTM A780/A780M.
3. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish per manufacturer's written instructions.

Q. Protection:

1. Protect roof surfaces from damage during installation.

31. SKYLIGHTS AND

- A. Signature Series Dome, Fixed Skylights: Designed to provide the maximum amount of light transmission into the building while maintaining 100 percent light diffusion and meeting the following criteria:
- B. Glazing: Double Glazed (DGZ).
 - a. Clear/White: 0.48 Solar Heat Gain Coefficient (SHGC), 0.72 U-Value, 0.67 Visible Light Transmission (VLT).
 - b. Lens Colors: LENSCLWH: Clear / White.
- C. Frame Type:
 - a. 800MD: Standard Frame.

- D. Frame Finish:
 - a. MI: Mill.
- E. Galvanized Insulated Roof Curb, Model ARC-3: Fiberglass insulation and pressure treated wood nailer for mounting skylight. OSHA 1910 and 1926.502 compliant with wire mesh and welded safety security guard standard.
 - a. Material: Galvanized steel. 18-gauge with white painted interior.
 - b. Integrated Safety Security Guards: 3/16" cold rolled steel, 65,000psi strength, welded to the curb interior.

32. FIELD QUALITY CONTROL

- F. Field inspection and testing shall be performed as required by the manufacturer.
- G. Correct identified defects or irregularities.
- H. The project schedule shall be March 23 – June 4, 2026, and shall be 100% completed by the end date of the scheduled period. Liquidated damages in the amount of \$500.00 per day will be assessed by the City and deducted from the amount due the successful bidder at the time of final payment in the event the project is not completed within the aforementioned time period.
- I. The City Wyoming Wastewater Treatment Plant buildings must remain in operation during the installation period.
- J. It shall be the contractor's responsibility to protect the furnishings, inventory, and occupants from damage during the installation period.

33. CLEAN-UP

- A. Clean all contaminants from building and surrounding areas.
- B. Cleanup and removal of all debris resulting from the existing roof removal and new roof installation.
- C. Remove trash, debris, equipment from project site and surrounding areas.
- D. Repair or replace damaged building components or surrounding areas to the satisfaction of the building owner.

BID/PROPOSAL FORM

Bid/Proposal for WWTP Building B and V Roof Replacement

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. 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 City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

If yes, DUNS #: _____

Are you, or the business owner related to an elected official or employee of the City?

If yes, list individuals' name(s) and relationship(s):

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:

YES

NO

Woman Owned Company?

Minority Owned Company?

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Great Lakes Systems, Inc.

1181 58th Street SW
Wyoming, MI 49509

BID/PROPOSAL FORM CONTINUED

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>10-22-2025</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

A lump sum bid price shall be submitted for performing the work specified herein as a turnkey project. If any items, accessories, or groups of items required to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories, or groups of items, and include them in the lump sum bid price submitted.

- 1) State total bid price for the B Building Roof, complete. \$ 68,972.00
- 2) State total bid price for the V Building Roof, complete. \$ 88,677.00
- 3) State total bid price for WWTP Building B and V Roof Replacement Project (Line 1 + Line 2). \$ 157,649.00

State the brand/model EPDM and roof system warranty (required): Elevate w/ 20-year Elevate Red Shield Warranty

List three locations where bidder has installed roofing on a similar structure:

Structure type Wyoming Fire Station #2 Date Summer 2024

Location Wyoming, MI Contact Matt Wierenga - JWK Construction (616) 318-5832

Structure type Wyoming Fire Station #4 Date Summer 2024

Location Wyoming, MI Contact Matt Wierenga - JWK Construction (616) 318-5832

Structure type Grace Christian University Date Fall 2024

Location Wyoming, MI Contact Todd Coates - Facilities at GCU (616) 466-8484

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Great Lakes Systems, Inc.

Bid/Proposal Form Continued

Great Lakes Systems, Inc.

[Proponent's Complete Business Name]

Not Applicable

[If Proponent is DBA Include Full Proponent DBA Here]

David R. Postma

[Signature for proponent]



[2nd signature for proponent]

David R. Postma, Estimator

[Printed name and title of person signing]

Timothy J. Thompson, Estimator

[Printed name and title of 2nd person signing]

Date signed: October 28, 2025

1181 58th Street SW

[Proponent's street address]

(616) 243-4040

[Proponent's business phone]

Wyoming, MI 49509

[City]

[State]

[Zip]

Dave Postma (616) 299-8350

[Cell phone number(s) of person(s) signing for proponent]

Tim Thompson (616) 322-8346

dpostma@glroof.com

[E-mail address(s) of person(s) signing for proponent]

tthompson@weathershieldusa.com

Corporation formed in Michigan

[Proponent's form of business – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

CONTRACT FORM

This Contract Form on the next page will be completed and signed by the selected bidder/proponent after bidding but before the contract is submitted to the City Council for approval. The contract signed by the bidder and accompanied by all required bonds, insurance certificates, and any other required documents must be provided before it is signed by the Mayor and Clerk and approved as to form by the City Attorney. The Contractor will be provided a copy of the fully signed contract.

CITY OF WYOMING

WWTP BUILDING B AND V ROOF REPLACEMENT PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

_____ [Name of contracting entity]
 A _____ [State and type of entity, e.g., corporation, limited liability company, etc.]
 _____ [Contractor's street address]
 _____ [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: _____, 202__.

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:

 [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: _____

By: _____
John Shay, City Manager

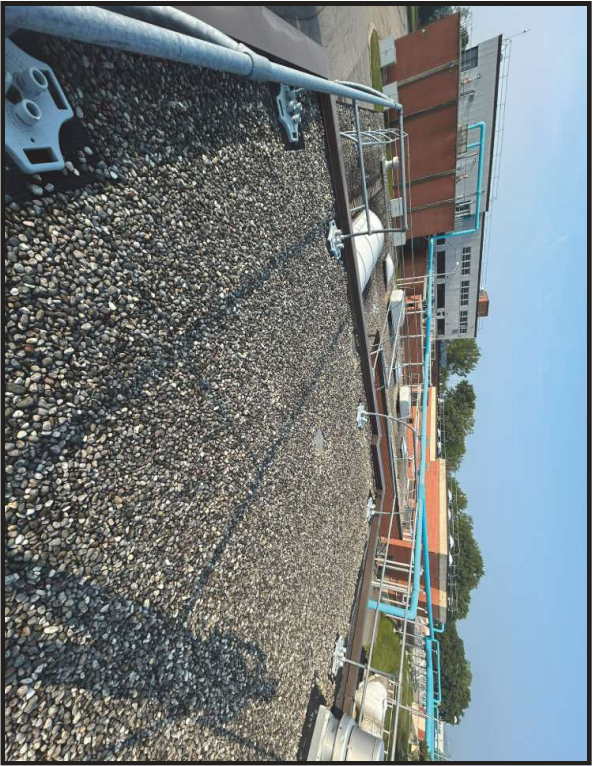
By: _____
[Signature officer, director, or principal of Contractor]

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

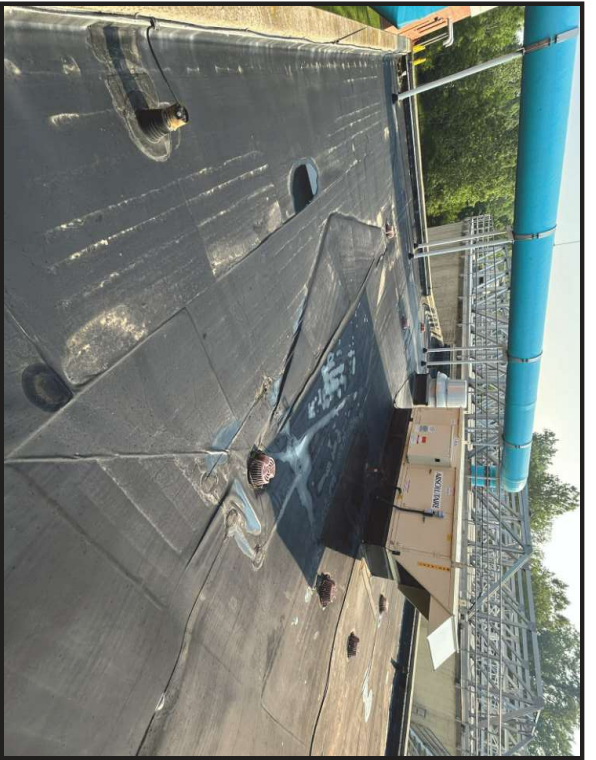
Date signed: _____, 20__

Date signed: _____, 20__

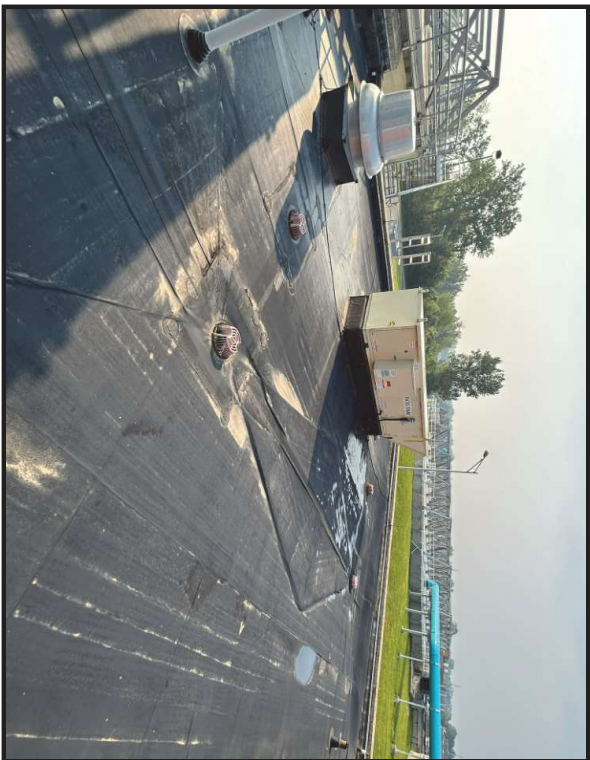
Approved as to form:



B Building



V Building



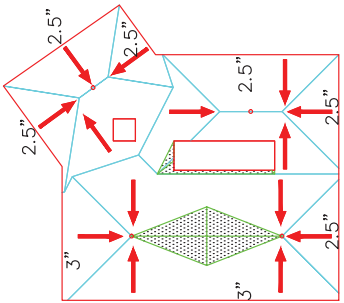
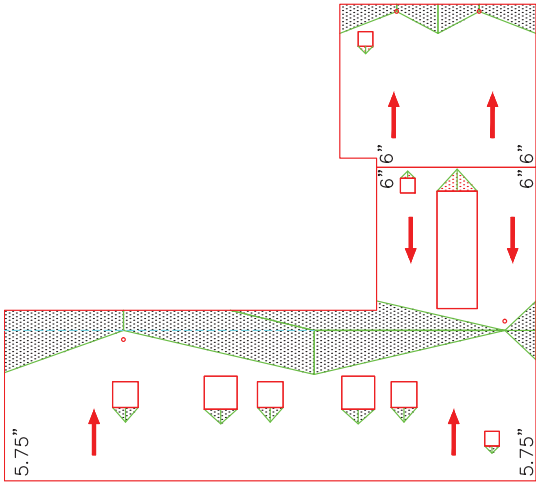
Rev.	Description	Initials	Date

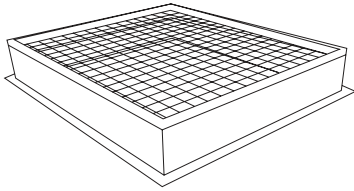
City of Wyoming WWTP
 B & V Buildings
 Roof Replacement

CITY OF WYOMING

Sheet No.
 1

Drawing No.





ARC3 / ASRC3 18 or 14 Gauge

Galvanized Insulated
Skylight Curb



Curb Model ARC3 / ASRC3

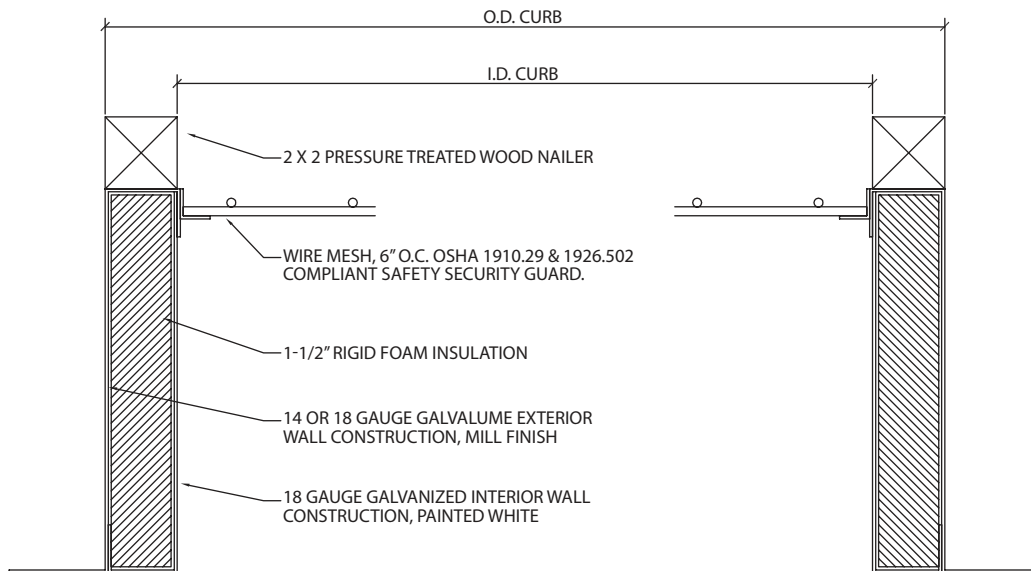
Warranty: 5-year limited warranty available. Complete warranty terms located at: www.sunoptics.com

Note: Actual performance may differ as a result of end-user environment and application.

Specifications subject to change without notice.

PRODUCT PROFILE

Details Not To Scale



SPECIFICATIONS

Curbs shall be Sunoptics model ARC-3 as manufactured by Sunoptics, Inc., P.O. Box 780249, Tallahassee, AL 36078 | 800-289-4700

Curbs shall be completely fabricated ready for installation.

Curbs shall be fabricated from 14 gauge or 18 gauge Galvanized Steel, interior painted white and include a 1 1/2" thick rigid foam insulation. Curb shall include a 2 X 2 Pressure Treated Wood Nailer for mounting skylight.

Curbs shall include as standard, an OSHA 1910.29 and 1926.502 compliant wire mesh, 6" O.C. welded Safety Security Guard.

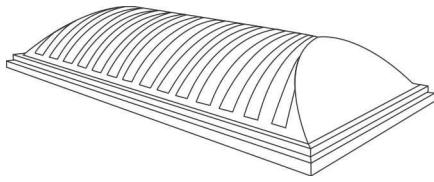
(Optional) 1/2" Round Steel Security Bars welded 8" O.C. Both directions.

▶▶▶

Fixture	OD Bare Curb Callou	OD Curb Width	OD Curb Length	Curb Height
CURB Curb	4040 50" x 50"	W50 Width 50 inches	L50 Length 50 inches	12H 12" Tall Fully Welded Insulated
	4060 50"x74"	W50 Width 50 inches	L74 Length 74 inches	14H 14" Tall Fully Welded Insulated
ARC3	4070 50"x86"	W50 Width 50 inches	L86 Length 86 inches	16H 16" Tall Fully Welded Insulated
	4080 51"x99"	W51 Width 51 inches	L99 Length 99 inches	
ASRC3	5060 62-3/8"x74-3/8"	W62.375 Width 62.375 Inches	L74.375 Length 74.375 inches	

Curb Thickness	Guard
ARC3 18 Gauge Galvanized Steel	NG No Guard
ASRC3 14 Gauge Galvanized Steel	(blank) With Guard (Default)
	BURG Burglar Bars 8 inch OC Grid with 1/2" Round Rod.





Signature™ Series Dome

Fixed Industrial Skylight



SIG | Frame Model 800MD

AVAILABLE CERTIFICATIONS

FM Approval # 4431
 FBC 2020 - FL14086-R4 HVHZ Approved
 Miami-Dade County, Florida, NOA No. 21-0318.03,
 Expiration Date 05/20/2026
 UL Listed
 NFRC Certified
 CE Certified
 Class 4 Hail Ratings Available



Buy American: This product is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to www.sunoptics.com for additional information.

Warranty: 10-year and 15-year limited warranty available. Complete warranty terms located at: www.sunoptics.com

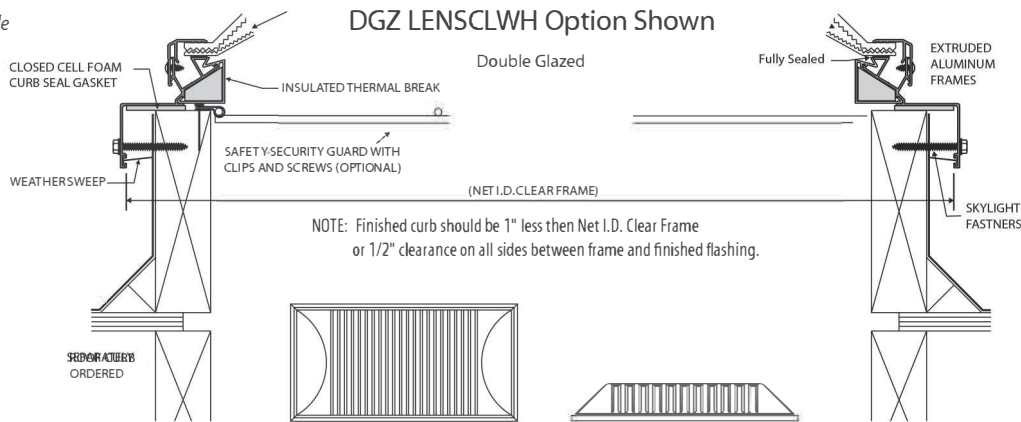
Note: Actual performance may differ as a result of end-user environment and application.

Specifications subject to change without notice.



PRODUCT PROFILE

Details Not To Scale



SPECIFICATIONS

Skylights shall be Sunoptics model 800MD (curb mounted) as manufactured by Sunoptics, Inc. Skylights shall be glazed ready for installation.

Skylight frames shall be fabricated from extruded aluminum, finish to be natural mill. Frames shall have integral condensation and weepage gutters which drain interior moisture to the outside. Corners shall be mitered and welded. The polycarbonate glazing shall be separated from the skylight frame with a Silicon Seal.

Skylights shall be glazed using CC1 rated, Prismatic polycarbonate in a Signature Series Dome configuration.

FM Approved Prismatic Skylights shall be Double glazed using CLEAR ARMOUR® Clear Polycarbonate over CLEAR ARMOUR® High White Polycarbonate lens, CC1/Class A Rated, FM Approved.

FM Approved Skylights shall be tested and approved under Factory Mutual #4431 testing method for fixed skylights. Class A / CC1 flame rating. Standard Size units up to 5080 are tested and certified to AAMA/WDMA/CSA101/1.S.2/A440 to comply with 800MD frame section 2405.5 of the International Building Code.

Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate lenses. Refer to the compatibility tables for suitable uses on our website.

Skylights not for use in Harsh, Corrosive, Marine and high-humidity Environmental Conditions such as Marina, Greenhouses, Petrol-Chemical facilities or other chemicals where the skylights may be exposed to such conditions.

Size	ID Frame Call-Out	ID Frame Width	ID Frame Length
4040	51-1/4" x 51-1/4"	W51.250	Length 51.250 inches
4060	51-1/4" x 75-1/4"	W51.250	Length 75.250 inches
4070	51-1/4" x 87-1/4"	W51.250	Length 87.250 inches
4080	52-1/4" x 100-1/4"	W52.250	Length 100.250 inches
5050	63-1/4" x 63-1/4"	W63.250	Length 63.250 inches
5060	63-5/8" x 75-5/8"	W63.625	Length 75.625 inches
5558	67-3/4" x 70-3/4"	W67.750	Length 70.750 inches
5080	68-1/4" x 99-1/4"	W63.250	Length 99.250 inches

Note: Multi-glazed units default to include Insulated Thermal Break (ITBR), Closed Cell Foam Curb Seal Gasket, Weather Sweep (WSW) and screws. Single-glazed units default to not included any of these options.

Testing was performed on HVHZ skylights per Florida Building Code, Test Protocols for High Velocity Hurricane Zone (HVHZ), Protocols TAS 201, TAS 202 and TAS 203. The samples tested met the performance requirements set forth in the protocols for a ±60.0psf Design Pressure rating. Size units up to 5080 with 800MD frame are tested and listed for HVHZ.

Sunoptics HVHZ skylights are Miami-Dade County Product Control Approved.

Skylight Hail Class Rating

Material Type	Lens Material	Resistance Rating	Hail Size
Polycarbonate over Acrylic	CC1CC2	≤ Class 4	2"
Polycarbonate	CC1	≤ Class 4	2"

Skylight Thermal Performance

Type	SHGC	U-Value	VLT
Single Glazed	.68	n/a	.74
Double Glazed Clear/White	.48	.72	.67

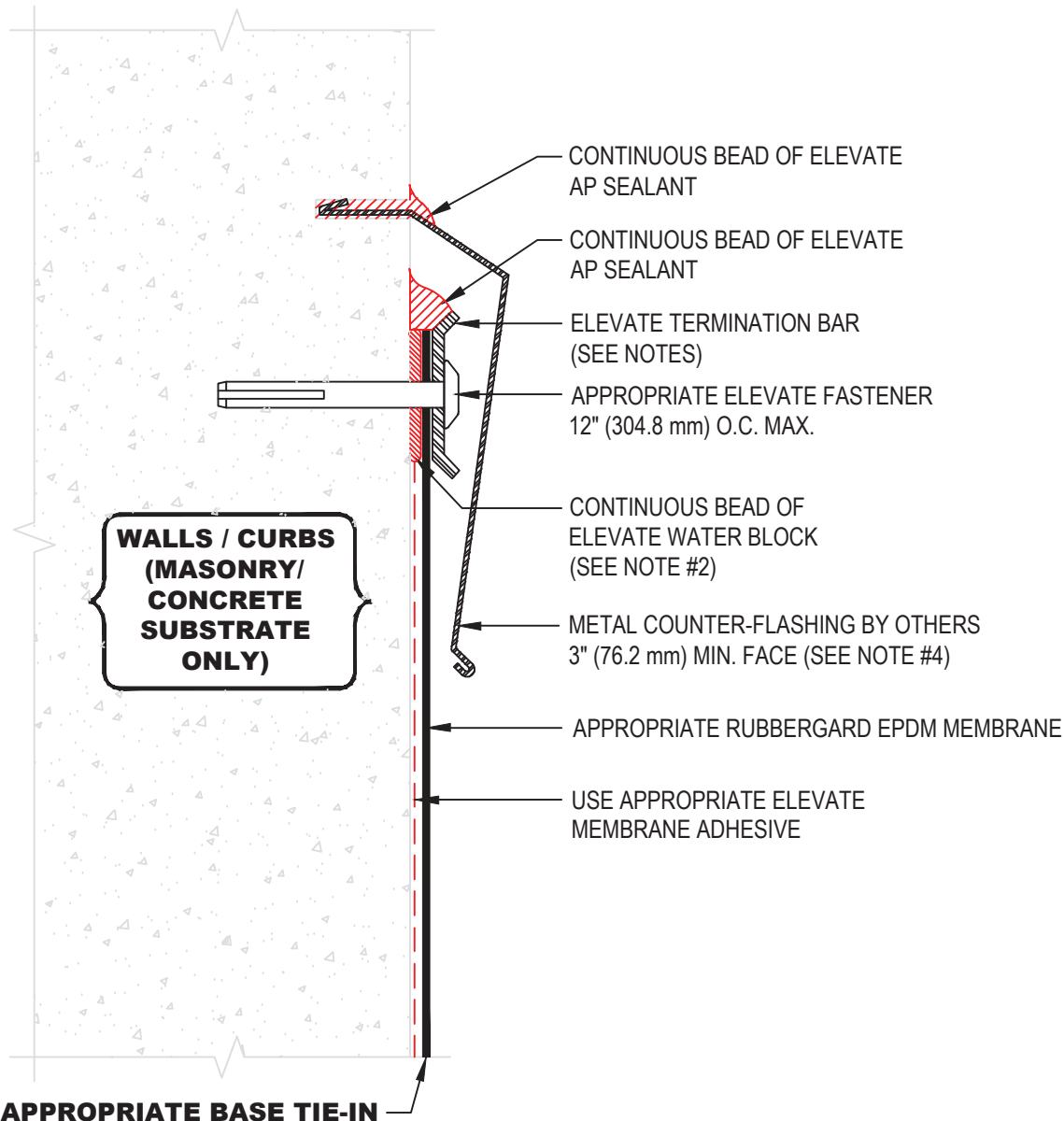
Skylight Performance Grade Ratings

Short Description	Design Pressure
Polycarbonate Skylight	40 PSF
HVHZ Skylight	60 PSF

Rates based on FGIA. See building standard AAMA/WDMA/CSA/101/1.S.2/A440

Cleaning Polycarbonate Lenses: Frequency of cleaning is determined by site conditions. When cleaning polycarbonate lenses, use only water or water with a mild soap. Use a soft rag to minimize scratching the polycarbonate. A pressure washer is acceptable to use as well. Never use ammonia, aromatic or petroleum based products to clean polycarbonate lenses. This will cause deterioration and cracking of the lens and will void the warranty.

Glazing	Lens Material	Frame Type	Lens Color
SGZ	Single Glaze CC1 Polycarbonate	800MD Standard Frame	LENSWH White (Single Glaze Default) ¹
DGZ	Double Glaze CC1CC2 Poly/Acrylic CC1P125 1/8" Polycarbonate		LENSCLWH Clear White (Double Glaze Default) ² LENSOPQ Opaque White White



NOTE:

1. REFER TO THE ELEVATE™ WEBSITE FOR MOST CURRENT INFORMATION.
2. APPLY WATER BLOCK IN A 3/8" (9.53 mm) TO 1/2" (12.7 mm) BEAD AT APPROXIMATELY 10 L.F. PER TUBE.
3. REGULAR MAINTENANCE OF COUNTER-FLASHING AND SEALANT REQUIRED. NOT INCLUDED AS PART OF THE RED SHIELD™ WARRANTY.
4. METAL COUNTER-FLASHING SHALL BE 24 GAUGE PRE-FINISHED STEEL OR .032" MIN. ALUMINUM FORMED WITH HEMMED LOWER EDGE.
5. INSTALL ELEVATE TERMINATION BAR WITH **1/4" (6.35 mm) GAP** BETWEEN ADJOINING SECTIONS.
6. TERMINATION BAR MUST BE CUT AT INSIDE AND OUTSIDE CORNERS. **DO NOT BEND AROUND CORNERS.**
7. TERMINATION BAR MUST BE FASTENED WITHIN 1" (25.4 mm) MAX. OF ALL SECTION ENDS.
8. INSTALL METAL WORK IN ACCORDANCE WITH CURRENT SMACNA RECOMMENDATIONS

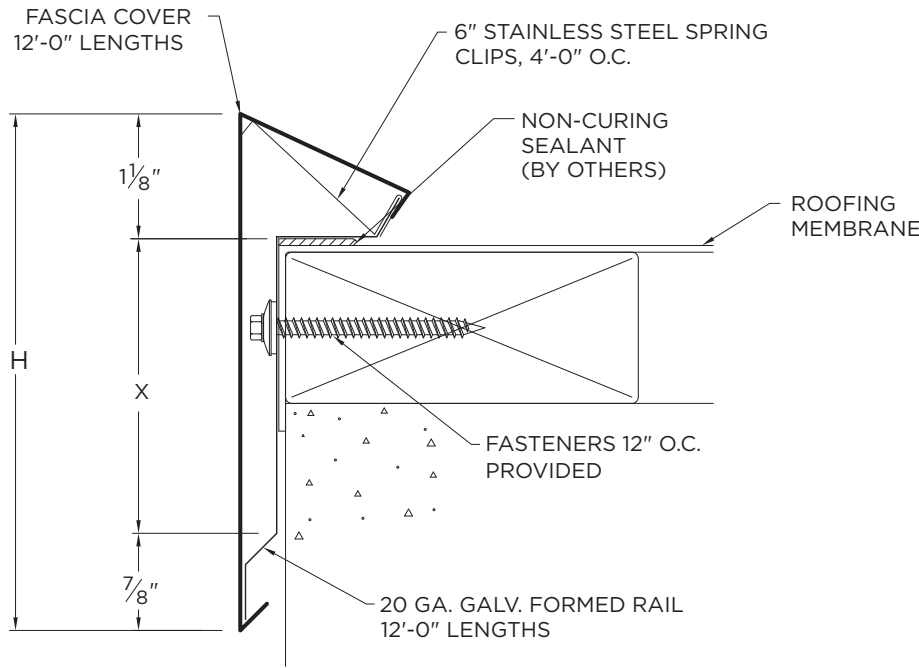
MASONRY AND CONCRETE WALLS / CURBS MUST BE WATERPROOFED AND MAINTAINED IN ORDER FOR ANY SURFACE MOUNTED TERMINATION TO BE EFFECTIVE.

WARRANTY MEMBRANE REQUIREMENTS:
UP TO 15-YEAR: 45 MIL
UP TO 25-YEAR: 60 MIL



ELEVATE SP RAIL FASCIA

FULLY ADHERED OR MECHANICALLY ATTACHED SINGLE-PLY VERSION



NOTES

- Lap joint provided with 24 ga., 22 ga., .040"
- Splice plate provided with .050" and .063"
- Rail miters are not provided (cover only)
- For non-90 miters, see separate print approval
- Product should be installed per provided installation instructions
- ANSI/SPRI/FM 4435/ES-1 Test Pressure up to 396 psf (24 ga., 22 ga., .040")

APPROVALS



ANSI/SPRI/FM 4435/ES-1
Test Pressures listed in notes

PROJECT INFO

Project Name:

Architect:

Roofing Contractor:

Project Type:

By selecting this box you have verified and confirmed that dimensions, sizes, and quantities are correct. All products will be installed in strict accordance with printed instructions.

Date:

SHT# 1 of 1

DATE: 03/20/23

DRN BY: JJC

CKD BY: MM

DWG #: 13010-3607

REV: ••

Elevate

26 Century Blvd.
Suite 205
Nashville, TN 37214
Phone: 800-872-0203

DIMENSIONS

PRODUCT ID. NO.	H DIM	X DIM	NAILER COVERAGE
<input type="checkbox"/> ESE-S40	4"	2"	1 NAILER
<input type="checkbox"/> ESE-S50	5"	3"	2 NAILERS
<input type="checkbox"/> ESE-S65	6 1/2"	4 1/2"	3 NAILERS
<input type="checkbox"/> ESE-S80	8"	6"	4 NAILERS

MATERIAL

- 24 Ga. Galv. Steel
- 22 Ga. Galv. Steel
- .040" Aluminum
- .050" Aluminum
- .063" Aluminum
- OTHER:

Color:

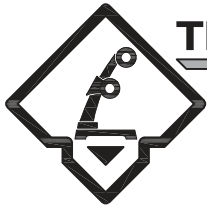
Finish:

Substrate: Wood
 Masonry
 Metal

If substrate is not given, wood fasteners will be provided.

QUANTITIES

- Lineal Feet (12'-0" Lengths)
- Outside Miter (90°) (Cover Only)
- Inside Miter (90°) (Cover Only)

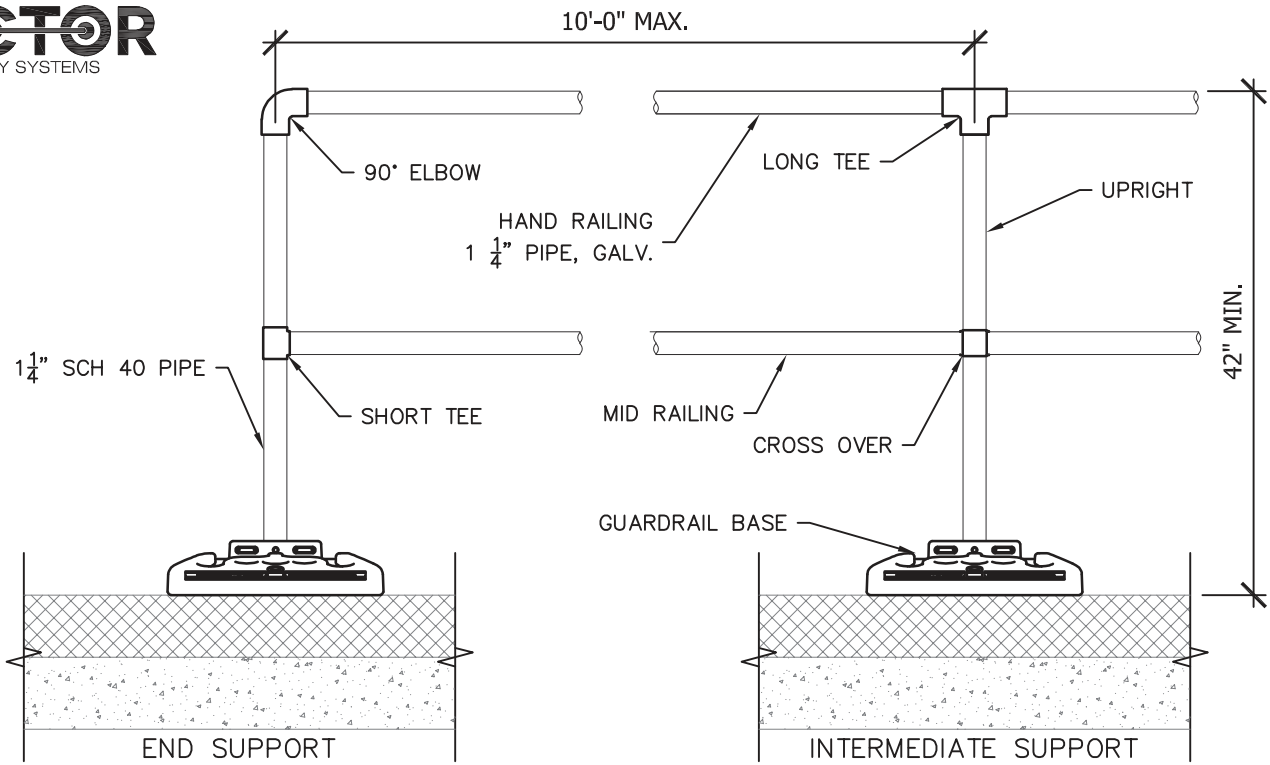


TECHNICAL DATA SHEET

MODULAR COUNTERWEIGHTED GUARDRAIL SYSTEM

GCM _ _

SECTOR
SAFETY SYSTEMS

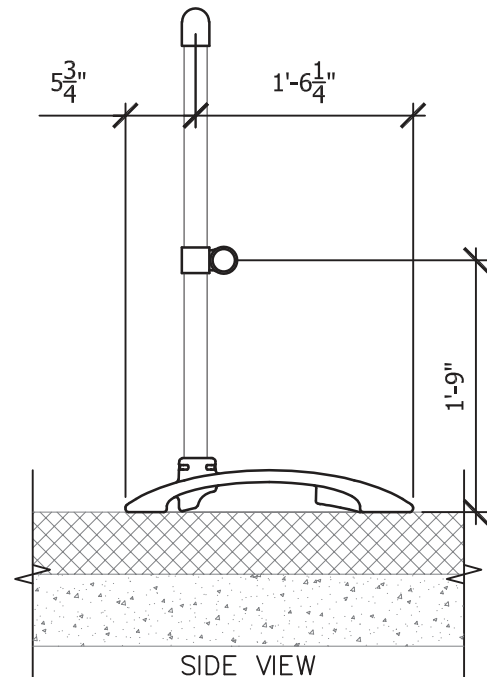


PART # GCM _ _

- G] PRODUCT TYPE (GUARDRAIL)
- C] ATTACHMENT METHOD (COUNTERWEIGHTED)
- M] GUARDRAIL STYLE (MODULAR)
- 4] VERTICAL HEIGHT: _ "(42")
- 2]
- 8] RAIL LENGTH: _ _ (10' 0")
- 0]

NOTES:

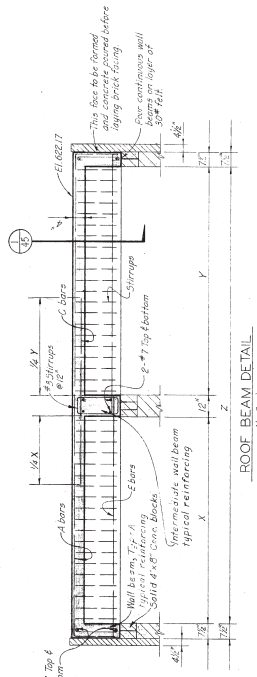
- ALL GUARDRAIL SHALL BE A PART OF AN OSHA COMPLIANT GUARDRAIL SYSTEM.
- GUARDRAIL SHALL HAVE A MINIMUM HEIGHT OF 42" ABOVE THE FINISHED WALKING SURFACE.
- PIPE RAILINGS SHALL HAVE A MINIMUM NOMINAL DIAMETER OF 1 1/2".
- POST SPACING SHALL NOT EXCEED 10'-0".
- ANCHORING OF POSTS AND FRAMING OF MEMBERS FOR RAILS SHALL BE SUCH THAT THE COMPLETED STRUCTURE SHALL BE CAPABLE OF WITHSTANDING A LOAD OF AT LEAST 200 POUNDS APPLIED IN ANY DIRECTION AT ANY POINT ON THE TOP RAIL.



DIVERSIFIED
FALL PROTECTION
PROPRIETARY AND CONFIDENTIAL
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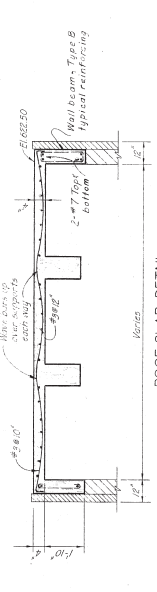
	PIPE	BRACKETS / BASES
MATERIAL	ASTM A53	CAST IRON, GALV.
QUALITY	100% VISUAL INSP.	100% VISUAL INSP.
COLOR	METALLIC	DULL METALLIC



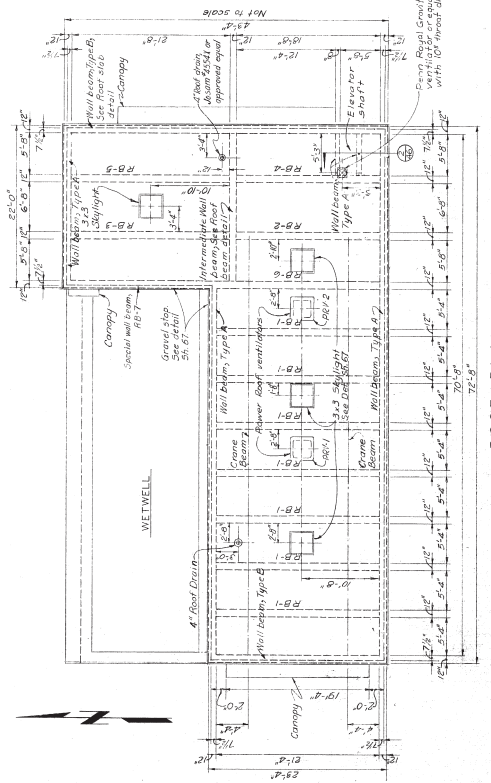


ROOF BEAM DETAIL
No Scale

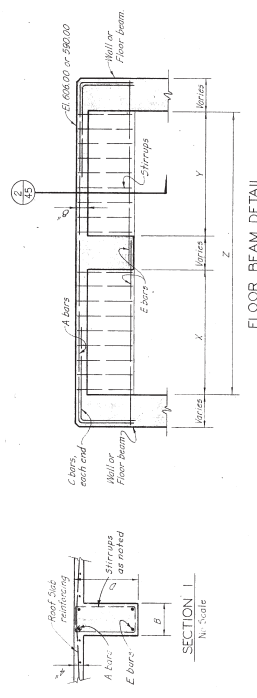
Mark	Dimensions	Reinforcing	Stirrups	Remarks
RB-1	12' x 26"	3-#5	6" Continuous #12	
RB-2	12' x 26"	2-#5	4" Continuous #12	
RB-3	12' x 26"	2-#5	4" Continuous #12	
RB-4	12' x 26"	2-#5	4" Continuous #12	
RB-5	12' x 26"	2-#5	4" Continuous #12	
RB-6	12' x 26"	2-#5	4" Continuous #12	
RB-7	12' x 26"	2-#5	4" Continuous #12	



ROOF SLAB DETAIL
No Scale

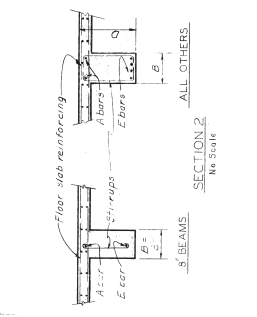


ROOF PLAN
Scale: 1/8" = 1'-0"

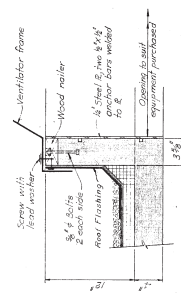


FLOOR BEAM DETAIL
No Scale

Mark	Dimensions	Reinforcing	Stirrups	Remarks
FB-1	12' x 26"	3-#5	6" Continuous #12	
FB-2	12' x 26"	2-#5	4" Continuous #12	
FB-3	12' x 26"	2-#5	4" Continuous #12	
FB-4	12' x 26"	2-#5	4" Continuous #12	
FB-5	12' x 26"	2-#5	4" Continuous #12	
FB-6	12' x 26"	2-#5	4" Continuous #12	
FB-7	12' x 26"	2-#5	4" Continuous #12	



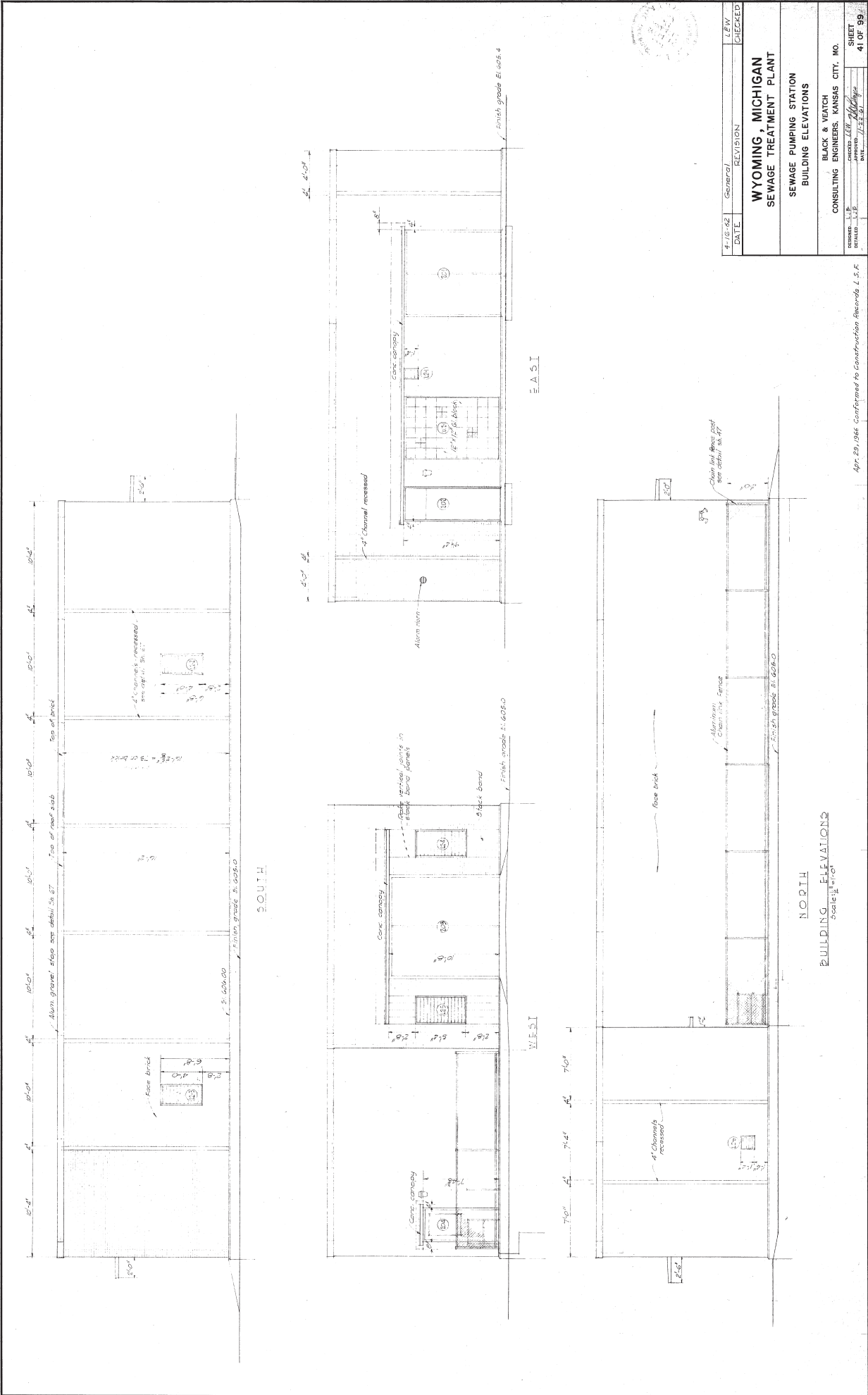
SECTION 2
No Scale



VENTILATOR CURB DETAIL
Scale: 1/4" = 1'-0"

4/10/62 General
DATE REVISION CHECKED
e. LEW
WYOMING, MICHIGAN
SEWAGE TREATMENT PLANT
ROOF PLAN, SECTION AND DETAILS
BLACK & VEATCH
CONSULTING ENGINEERS, KANSAS CITY, MO.
DRAWN BY: J. H. ...
CHECKED BY: ...
DATE: 11/25/61
SHEET 45 OF 99
PROJECT: ...

May 7, 1966 Conformed to Construction Record L.S.F.



DATE	4-16-62	REVISION	General	CHECKED	LEW
WYOMING, MICHIGAN					
SEWAGE TREATMENT PLANT					
SEWAGE PUMPING STATION					
BUILDING ELEVATIONS					
BLACK & VEATCH					
CONSULTING ENGINEERS, KANSAS CITY, MO.					
DESIGNED BY	L. S. F.	CHECKED BY	LEW	DATE	11-25-69
DRAWN BY	J. S. G.	DATE	11-25-69	PROJECT 3874	

Apr. 29, 1966 Confirmed to Construction Records L. S. F.

NORTH
BUILDING ELEVATIONS

SOUTH

WEST

EAST



PROJECT NO.: 251570
 REPORT DATE: 8/19/2025
 SHEET: 1 of 2

PROJECT City of Wyoming WWTP – Building B Roof Replacement Asbestos Survey
 CLIENT City of Wyoming

TESTING REPORT

TESTING TYPE:	ASBESTOS	
SAMPLED BY:	Tim Raymond, A53138	
GENERAL SAMPLING LOCATION(S):	City of Wyoming Waste Water Treatment Plant Building B – Roof 2350 Ivanrest Ave. SW, Wyoming, Michigan	
CODE OR STANDARD WHEN SAMPLED BY MTC:	EPA AHERA 40CFR, Subpart E, 763.86; EPA NESHAP 40 CFR 61; OSHA 29 CFR 1926.1101 (K)(S) Note: Two or more samples is required of each material tested in accordance with these standards.	
ANALYSIS BY:	EMSL Analytical, Inc.	METHOD: EPA 600/R-93/116 PLM
NO. OF MATERIALS ANALYZED:	10	

Analyzed materials, sample numbers and sample locations (when provided by client) are indicated in the enclosed Lab Test Report. ND=None Detected. Lab Test Report summarized as follows:

Homogeneous Area	Sample Numbers	Asbestos Presence	Quantity
Roof Tar Paper (Base Layer)	101-103	ND	NQ
Concrete Decking	201-203	ND	NQ
Roof Rubber Membrane (Top Layer)	301-302	ND	NQ
Skylight Caulk on Rubber (Layer 1)	401-402	ND	NQ
Skylight Caulk on Rubber (Layer 2)	401-402	ND	NQ
Flashing Paper with Tar (Layer 1)	501-502	ND	NQ
Flashing Paper with Tar (Layer 2)	501-502	18-25% Chrysotile	~640 sq. ft.
Screw and Seam Caulk, Black	601-602	ND	NQ
Roof Upper Deck Flashing	701-702	ND	NQ

REPORT BY: T. Raymond

This report is applicable only to the items and location(s) listed herein. Review of report by the Project Manager is standard practice. This report has been prepared for the exclusive use of the client and any partial or whole reproduction without the consent of the client is prohibited.



PROJECT NO.: 251570
 REPORT DATE: 8/19/2025
 SHEET: 2 of 2

PROJECT City of Wyoming WWTP – Building B Roof Replacement Asbestos Survey
 CLIENT City of Wyoming

TESTING REPORT			
Metal Flashing Caulk, Tan	801-802	ND	NQ
Skylights, Gasketing Materials	NS	Assumed	~125 sq. ft.

Recommendations: *Materials containing asbestos are regulated by MIOSHA and DEGLE. For air quality, DEGLE regulates asbestos materials with content greater than 1%. For worker protection, MIOSHA regulates asbestos materials at detectable levels, with minimum work practice requirements for materials with detectable amounts below 1% and as Asbestos Containing Materials for materials with greater than 1% asbestos content. Building Owners have obligations under MIOSHA Part 602, including but not limited to communicating this report to employees and employers working in the building; treating unidentified materials as assumed or presumed asbestos containing materials (PACM) and handling assumed and PACM as asbestos containing materials until tested for asbestos content; and communicating to employees and employers working in the building the hazards associated with the potential existence of hidden asbestos materials in cavities, vaults, pits, spaces below floor slabs and below other materials with instructions to stop work when suspect asbestos materials are encountered. Consult with Materials Testing Consultants for additional assessments and testing.*

REPORT BY: T. Raymond



674 South Wagner Road | Ann Arbor, MI 48103 | 877.220.3528

Client:	MTC	PEL Client No.:	30
Project Name:	251570	PEL Work Order No.:	22508040
Project Address:	City of Wyoming WWTP - Building B Roof Replacement	Date Received:	8/6/2025
Project No.:	City of Wyoming	Date Analyzed:	8/12/2025
Methodology:	EPA-600/M4-82-020 and EPA-600/R-93-116	Received By:	Kaylee Guzi
T/A Time:	5-day	Analyzed By:	Ryan Shannon
Project Contact :	Matthew Plummer	Sample Date:	8/4/2025

Report Version 1 (Initial)

PEL Sample No.	Client Sample No.:	Composition	Color	Description	Asbestos Presence/Absence & Type (if present)	%	Non-Asbestos Fiber Type	%	Primary Matrix Type	Location
1	101	Composite	Black	BUR	No Asbestos Detected		Cellulose	40		West end of Roof
2	102	Composite	Black	BUR	No Asbestos Detected		Cellulose	60		North Edge ? E of W
3	103	Homogeneous	Black	BUR	No Asbestos Detected		Cellulose	35		South end of higher Roof
4	201	Homogeneous	Grey	Concrete	No Asbestos Detected				Quartz	West ? Of Roof
5	202	Homogeneous	Grey	Concrete	No Asbestos Detected				Quartz	North edge of 25' E of W
6	203	Homogeneous	Grey	Concrete	No Asbestos Detected				Quartz	South end of higher Roof
7	301	Homogeneous	Black	Membrane	No Asbestos Detected					West end of Roof
8	302	Homogeneous	Black	Membrane	No Asbestos Detected					North Edge 25' E of W
9	401	Homogeneous	Black	Caulk A	No Asbestos Detected					Corner of Sky Light 10' N of S 15' W of E
9A		Homogeneous	Tan	Caulk B	No Asbestos Detected					Corner of Sky Light 10' N of S 15' W of E
10	402	Homogeneous	Black	Caulk A	No Asbestos Detected					Corner of Sky Light 10' N of S 15' W of E
10A		Homogeneous	Tan	Caulk B	No Asbestos Detected					Corner of Sky Light 10' N of S 15' W of E
11	501	Homogeneous	Black	Tar A (Shiny)	No Asbestos Detected					Vertical Wall Face North Side
11A		Homogeneous	Black	Tar B (Dull)	Chrysotile	18.00				Vertical Wall Face North Side
12	502	Homogeneous	Black	Tar A (Shiny)	No Asbestos Detected					Vertical Wall Face North Side
12A		Homogeneous	Black	Tar B (Dull)	Chrysotile	25.00	Cellulose	5		Vertical Wall Face North Side
13	601	Homogeneous	Black	Caulk	No Asbestos Detected					Corner of Skylight 10' N of S 15' W of E



674 South Wagner Road | Ann Arbor, MI 48103 | 877.220.3528

Client:	MTC	PEL Client No.:	30
Project Name:	251570	PEL Work Order No.:	22508040
Project Address:	City of Wyoming WWTP - Building B Roof Replacement	Date Received:	8/6/2025
Project No.:	City of Wyoming	Date Analyzed:	8/12/2025
Methodology:	EPA-600/M4-82-020 and EPA-600/R-93-116	Received By:	Kaylee Guzi
T/A Time:	5-day	Analyzed By:	Ryan Shannon
Project Contact :	Matthew Plummer	Sample Date:	8/4/2025

Report Version 1 (Initial)

PEL Sample No.	Client Sample No.:	Composition	Color	Description	Asbestos Presence/Absence & Type (if present)	%	Non-Asbestos Fiber Type	%	Primary Matrix Type	Location
14	602	Homogeneous	Black	Caulk	No Asbestos Detected					Vertical Wall Face North Side
15	701	Homogeneous	Black	Flashing	No Asbestos Detected					East Edge of higher Roof
16	702	Homogeneous	Black	Flashing	No Asbestos Detected					East Edge of higher Roof
17	801	Homogeneous	Grey	Caulk	No Asbestos Detected					N roof edge, center
18	802	Homogeneous	Grey	Caulk	No Asbestos Detected					NE corner roof edge

Analyst

Signature: _____

Date of Report : _____ 8/12/2025

Reviewer

Signature: _____

Date of Report : _____ 8/12/2025

PEL Laboratories is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) 600205-0, for performing polarized light microscopy (PLM) analyses under methods known as App. E to Sub. E of 40 CFR Part 762 and EPA/600/R-93/116. This report must not be used to claim product endorsement by NVLAP or any other agency of the U.S. Government. These results relate only to the samples tested and must not be reproduced, except in full, without the approval of the laboratory. Although PLM analysis is commonly performed to determine the presence or absence of asbestos in building materials, the EPA methods acknowledge that analysis by PLM is subject to limitations and for certain materials, such as vermiculite and vinyl floor tiles, a more sophisticated methodology may be necessary.

22508040



PROJECT NO., NAME, BLD.: 251570, City of Wyoming WWTP - Building B Roof Replacement
CLIENT: City of Wyoming

CHAIN OF CUSTODY

Report Emailed to: Allan Howland Ahowland@mtc-test.com
 Matthew Plummer Mplummer@mtc-test.com
 Chris Kestner Ckestner@mtc-test.com
 other: _____

QA Check by: Allan Howland
 Matthew Plummer
 Chris Kestner

Turnaround Time: 6 hour
 24 hour
 72 hour (Standard)
 1 week
 Other _____

Analysis Requested: Asbestos: PLM EPA 600/R-93/116 (RL to 1%) Positive Stop
 Paint: FAA, Lead
 Paint: FAA, Lead, Cadmium, Chromium
 Other: _____

No. of samples submitted 18
No. of pages attached 1

Sampled by: Tom Raymond

Sample Date: 8-4-25

Remarks: _____

Relinquished by: [Signature]

Date/Time: 8-4-25

Received by: KG [Signature]

Date/Time: 8/6/25; 10:00

STAFF REPORT

Date: November 5, 2025
Subject: Public Safety Tactical Headsets
From: Lieutenant Aaron Brooks
CC: Deputy Chief Kip Snyder
Captain Eric Wiler
Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended that the City Council accept the bid and authorize the purchase of seventeen (17) Otto NoizeBarrier TAC headsets and accessories from Pro-Tech Sales for a total cost of \$17,405.

ALIGNMENT WITH STRATEGIC PLAN:

- **PILLAR 2 – Safety**
 - GOAL 1 – Implement and adopt more proactive public safety initiatives
- **PILLAR 3 – Stewardship**
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services

DISCUSSION:

The Police Department is requesting approval to purchase seventeen (17) Otto NoizeBarrier TAC headsets for the Wyoming Police Department Tactical Team (TACT).

Reliable radio communication is a critical component of TACT operations, ensuring that officers can effectively coordinate during high-risk incidents. The team's current radio earpieces, purchased in 2021, have begun to experience audio feedback, diminished sound quality, and physical wear on key components. These issues create potential safety concerns when critical transmissions are not clearly heard or understood.

Since January 2025, TACT has been utilizing four Otto NoizeBarrier headsets as part of a pilot evaluation, and performance has exceeded expectations. The proposed purchase of 17 additional headsets will replace the team's outdated equipment and provide consistent, high-quality communications for all team members.

The total cost for the seventeen headsets is \$17,405.00.

TABULATION:

This project was put out to bid in October 2025, with twenty-one (21) companies downloading the bid documents. Three qualified vendors submitted bids:

Vendor	Bid Amount
Visions of Video	\$16,393.62
Pro-Tech Sales	\$17,405.00
Tiles in Style, LLC	\$20,682.00

While “Visions of Video” submitted the lowest bid, the department recommends awarding the purchase to “Pro-Tech Sales” for the following reasons:

-The City of Wyoming Police Department has an established working relationship with Pro-Tech Sales, who have consistently provided responsive service and support.

-Pro-Tech Sales supplied the teams recently purchased tactical helmets (Resolution #28551), which utilize the same connector system as the Otto headsets. Purchasing from the same vendor will ensure compatibility and provide a single point of contact for any future equipment issues.

BUDGET IMPACT:

Funds for this purchase are available and budgeted in the Police – Patrol Operating Supplies Account: 205-301-31500-740.000.

ATTACHMENTS:

Tabulation

CITY OF WYOMING

OTTO Tactical Communications Headsets and Accessories

**CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN**

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

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

"Contractor" means: Drellishak & Drellishak Inc. (DBA Pro-Tech Sales)
[Name of supplying entity]
A Ohio
[State and type of entity, e.g., corporation, limited liability company, etc.]
1313 West Bagley Road
[Supplier's street address]
Berea, OH 44017
[Supplier's city, state & zip]

Effective Date means: _____, 2025.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's 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.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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: Drellishak & Drellishak Inc. (DBA Pro-Tech Sales)

By: _____
John Shay, City Manager

By: Martin Polito Martin Polito
[Signature officer, director, or principal of Contractor]
Martin Polito, Inside Sales Director
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: October, 10th, 2025

Approved as to form:

[Signature]
Gregory T. Stremers, City Attorney

Staff Report

Date: October 28, 2025
Subject: Bid Award for Winter Mix Asphalt
From: Jodie Theis, Public Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended City Council award the bid for winter cold mix UPM asphalt to the only bidder, Black Gold Transport Inc. at a unit price of \$155.00 per ton and the permanent winter hot mix HMA asphalt to both A-1 Asphalt Inc. at a unit price of \$130.00 per ton and Superior Asphalt Inc. at a unit price of \$140.00 per ton for the 2025-2026 winter season. It is also recommended that the City Council authorize the City Manager and City Clerk to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On Tuesday, October 28, 2025, the City received one bid for winter cold mix asphalt and two bids for winter hot mix asphalt. Thirty-one invitations to bid were sent to prospective bidders. As indicated on the attached bid tabulation, Black Gold Transport Inc. was the only bidder for the winter cold mix asphalt and A-1 Asphalt Inc. was the low bidder for the winter hot mix asphalt. Due to the nature of the batching plants and availability of the product, it is in the best interest of the City to award the bid for the permanent winter hot mix asphalt to both A-1 Asphalt Inc. and Superior Asphalt Inc. The City staff will purchase the asphalt based on the lowest cost and availability.

It is anticipated that the Public Works Department will use approximately 300 tons of winter cold mix UPM asphalt and approximately 300 tons of permanent winter hot mix HMA asphalt during the 2025–2026 winter season. The cost of the cold mix asphalt will be \$155.00 per ton, at an estimated total cost of \$46,500.00 and the cost of the hot mix asphalt will be \$130.00 per ton, at

an estimated total cost of \$40,00.00. The unit prices have remained the same from last year's bid for the cold mix asphalt, and an increase of 4% from last year's bid for the hot mix asphalt.

BID TABULATIONS:

CITY OF WYOMING

TABULATION OF BIDS
FOR WINTER MIX ASPHALT - BID # 2297
OPENED BY THE CITY CLERK ON OCTOBER 28, 2025 AT 11:00 A.M. O'CLOCK

Bidder	Winter Cold Mix Asphalt (UPM) Per Ton	Permanent Winter Hot Mix Asphalt (HMA) Per Ton
A-1 Asphalt, Inc.	No Bid	\$130.00
Black Gold Transport Inc.	\$155.00	No Bid
Superior Asphalt Inc	No Bid	\$140.00

BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts.

Attachment(s):

Contract – A-1 Asphalt

Contract – Black Gold

Contract – Superior Asphalt

CITY OF WYOMING
WINTER MIX ASPHALT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

A-1 Asphalt Inc
[Name of supplying entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4634 Dmsion
[Supplier's street address]
Wayland 49348
[Supplier's city, state & zip]

Effective Date means: 10/27, 2025

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's 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.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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

Contractor: A-1 Asphalt Inc

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

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

Date signed: 10/27, 2025

CITY OF WYOMING

**WINTER MIX ASPHALT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN**

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

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

"Contractor" means: Black Gold Transport Inc.
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4237 Dorr Commerce Dr
[Supplier's street address]
Wayland, MI 49348
[Supplier's city, state & zip]

Effective Date means: 10-28, 2025

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's 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.

TERMS AND CONDITIONS

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3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

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4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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

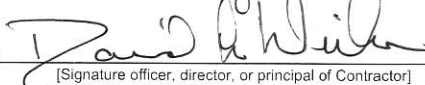
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Gregory T. Stremers, City Attorney

Contractor: Black gold transport inc.

By: 

[Signature officer, director, or principal of Contractor]
DAVID L. Wilson, Plant CFO
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 10-27, 2025

CITY of WYOMING
WINTER MIX ASPHALT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Supelior Asphalt Inc
[Name of supplying entity]
A Corporation Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
669 Century SW
[Supplier's street address]
MI 49503
[Supplier's city, state & zip]

Effective Date means: 10/27, 2025

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's 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.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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

Contractor: Supelior Asphalt Inc

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

Date signed: 10/27, 2025

Staff Report

Date: October 28, 2025
Subject: Bid Award for Waterworks Fittings
From: Jodie Theis, Public Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended City Council award the bid for waterworks fittings to Core and Main, Etna Supply Company, Ferguson Waterworks and Michigan Pipe and Valve, at the unit prices shown on the Tabulation of Bids. It is also recommended that the City Council authorize the City Manager and City Clerk to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On Tuesday, October 28, 2025, the City received five bids for waterworks fittings. Seventy invitations to bid were sent to prospective bidders. Etna submitted the low bid for imported parts and Michigan Pipe and Valve submitted the low bid for domestic parts. Due to supply chain issues, the emergency need of these items and manufacturing time frames, it is in the best interest of the City to award the bid to Core and Main, Etna Supply Company, Ferguson Waterworks and Michigan Pipe and Valve. The City staff will purchase the valves based on the lowest cost and availability.

The Public Works Department utilizes waterworks fittings to provide timely repairs to damaged water mains throughout the City without the removal of significant portions of the water main, extensive excavations and restoration. Water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement.

The Public Works Department is anticipating an estimated yearly total of \$45,000 for waterworks fittings. The total estimated price is an increase of >1% from last year's bid.

BID TABULATIONS:

CITY OF WYOMING

TABULATION OF BIDS
FOR WATERWORKS FITTINGS - BID # 2298

OPENED BY THE CITY CLERK ON OCTOBER 28, 2025 AT 11:00 A.M. O'CLOCK

Item Description	Est. Qty.	Core and Main (DOMESTIC PARTS)				Core and Main (IMPORTED PARTS)				Etna Supply Company				Ferguson Waterworks				Michigan Pipe and Valve			
		Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)	Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)	Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)	Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)	Unit Price	Total (based on est. qty.)	Tyler Union Product	Star Pipe Product (Domestic)
SLEEVES																					
20" x 15"	2	\$1,790.33	\$3,580.66	Domestic		\$1,320.51	\$2,641.02	Import		\$966.70	\$1,933.40	Import		\$2,198.87	\$4,397.74	Domestic		\$1,447.50	\$2,895.00	Domestic	
24" x 15"	2	\$2,575.91	\$5,151.82	Domestic		\$1,770.48	\$3,540.96	Import		\$1,272.00	\$2,544.00	Import		\$3,020.57	\$6,041.14	Domestic		\$1,998.00	\$3,996.00	Domestic	
6" x 12"	10	\$205.03	\$2,050.30	Domestic		\$193.73	\$1,937.30	Import		\$123.15	\$1,231.50	Import		\$245.80	\$2,458.00	Domestic		\$138.00	\$1,380.00	Domestic	
8" x 12"	10	\$254.40	\$2,544.00	Domestic		\$279.22	\$2,792.20	Import		\$197.25	\$1,972.50	Import		\$323.00	\$3,230.00	Domestic		\$185.00	\$1,850.00	Domestic	
12" x 12"	6	\$472.87	\$2,837.22	Domestic		\$439.91	\$2,639.46	Import		\$318.00	\$1,908.00	Import		\$632.75	\$3,796.50	Domestic		\$372.50	\$2,235.00	Domestic	
16" x 15"	2	\$1,102.29	\$2,204.58	Domestic		\$808.07	\$1,616.14	Import		\$607.40	\$1,214.80	Import		\$1,367.60	\$2,735.20	Domestic		\$895.00	\$1,790.00	Domestic	
6" x 12" Sleeve, oversized	0	\$528.83	\$0.00	Domestic		\$360.61	\$0.00	Import		\$287.50	\$0.00	Import		\$551.40	\$0.00	Domestic		\$400.00	\$0.00	Domestic	
8" x 12" Sleeve, oversized	0	\$696.33	\$0.00	Domestic		\$455.02	\$0.00	Import		\$404.70	\$0.00	Import		\$704.25	\$0.00	Domestic		\$519.00	\$0.00	Domestic	
12" x 12" Sleeve, oversized	0	\$1,375.43	\$0.00	Domestic		\$1,210.07	\$0.00	Import		\$1,645.00	\$0.00	Import		\$1,620.80	\$0.00	Domestic		\$1,405.00	\$0.00	Domestic	
16" x 15" Sleeve, oversized	0	\$3,573.16	\$0.00	Domestic		\$2,749.20	\$0.00	Import		\$3,689.00	\$0.00	Import		\$4,039.46	\$0.00	Domestic		\$3,650.00	\$0.00	Domestic	
20" x 15" Sleeve, oversized	0			NO BID				NO BID				NO BID				NO BID				NO BID	
24" x 15" Sleeve, oversized	0			NO BID				NO BID				NO BID				NO BID				NO BID	
CUT-IN SLEEVE																					
6"	10	\$811.72	\$8,117.20	Domestic		\$811.72	\$8,117.20	Domestic		\$361.95	\$3,619.50	Domestic		\$492.10	\$4,921.00		Domestic	\$354.75	\$3,547.50	Domestic	
8"	5	\$1,050.74	\$5,253.70	Domestic		\$1,050.74	\$5,253.70	Domestic		\$482.60	\$2,413.00	Domestic		\$653.40	\$3,267.00		Domestic	\$493.00	\$2,465.00	Domestic	
12"	5	\$1,714.79	\$8,573.95	Domestic		\$1,714.79	\$8,573.95	Domestic		\$704.35	\$3,521.75	Domestic		\$1,008.24	\$5,041.20		Domestic	\$720.00	\$3,600.00	Domestic	
ITEMS FOR "D" VALVE BOXES																					
3 Piece "D" Valve Boxes	20	\$320.62	\$6,412.40	Domestic		\$169.16	\$3,383.20	Import		\$113.80	\$2,276.00	Import		\$328.30	\$6,566.00	Domestic		\$215.85	\$4,317.00	Domestic	
6" Valve Box Extension	5	\$57.10	\$285.50	Domestic		\$57.10	\$285.50	Import		\$80.00	\$400.00	Import		\$71.73	\$358.65	Domestic				NO BID	
12" Valve Box Extension	5	\$70.16	\$350.80	Domestic		\$38.14	\$190.70	Import		\$80.00	\$400.00	Import		\$70.90	\$354.50	Domestic				NO BID	
14" Valve Box Extension	5	\$83.22	\$416.10	Domestic		\$47.95	\$239.75	Import		\$37.30	\$186.50	Import		\$84.10	\$420.50	Domestic		\$71.75	\$358.75	Domestic	
18" Valve Box Extension	5	\$84.04	\$420.20	Domestic		\$47.92	\$239.60	Import		\$46.85	\$234.25	Import		\$84.93	\$424.65	Domestic		\$85.00	\$425.00	Domestic	
Top Section	10	\$110.14	\$1,101.40	Domestic		\$62.58	\$625.80	Import		\$61.20	\$612.00	Import		\$111.31	\$1,113.10	Domestic		\$112.50	\$1,125.00	Domestic	
Mid Section	1	\$97.90	\$97.90	Domestic		\$54.76	\$54.76	Import		\$53.55	\$53.55	Import		\$98.94	\$98.94	Domestic		\$100.00	\$100.00	Domestic	
Base Section	1	\$94.64	\$94.64	Domestic		\$36.18	\$36.18	Import		\$58.36	\$58.36	Import		\$96.61	\$96.61	Domestic		\$96.75	\$96.75	Domestic	
EBAA MEGALUG SERIES 1100 (Kit to include: Gland, Nuts, Bolts and Rubber Gasket)																					
6" Megalugs Gland Kit	20	\$46.02	\$920.40	EBAA		\$46.02	\$920.40	EBAA		\$44.85	\$897.00	EBAA		\$52.40	\$1,048.00	EBAA		\$60.00	\$1,200.00	EBAA	
8" Megalugs Gland Kit	20	\$61.34	\$1,226.80	EBAA		\$61.34	\$1,226.80	EBAA		\$62.00	\$1,240.00	EBAA		\$70.00	\$1,400.00	EBAA		\$70.00	\$1,400.00	EBAA	
12" Megalugs Gland Kit	10	\$118.21	\$1,182.10	EBAA		\$118.21	\$1,182.10	EBAA		\$119.70	\$1,197.00	EBAA		\$132.10	\$1,321.00	EBAA		\$130.00	\$1,300.00	EBAA	
16" Megalugs Gland Kit	4	\$211.95	\$847.80	EBAA		\$211.95	\$847.80	EBAA		\$212.00	\$848.00	EBAA		\$222.10	\$888.40	EBAA		\$218.00	\$872.00	EBAA	
20" Megalugs Gland Kit	4	\$352.70	\$1,410.80	EBAA		\$352.70	\$1,410.80	EBAA		\$357.05	\$1,428.20	EBAA		\$360.30	\$1,441.20	EBAA		\$395.00	\$1,580.00	EBAA	
24" Megalugs Gland Kit	4	\$524.88	\$2,099.52	EBAA		\$524.88	\$2,099.52	EBAA		\$489.25	\$1,957.00	EBAA		\$490.00	\$1,960.00	EBAA		\$536.00	\$2,144.00	EBAA	
Total for estimated quantities:			\$57,179.79				\$49,854.84				\$32,146.31				\$53,379.33				\$38,677.00		
State number of days required for deliveries from date of receipt of orders:			2-14 Days				2-14 Days				7-14 Days				1-7 days, subject to manufacturer lead times					2 days in-stock 14 days non-stock	
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?			Yes				Yes				Yes				Yes					Yes	

BUDGET IMPACT:

Sufficient funds are available in the appropriate water maintenance accounts.

Attachment(s):

Bid Tabulations – 10/28/25

Contract – Core and Main – Domestic

Contract – Core and Main - Import

Contract – Etna Supply

Contract – Ferguson Waterworks

Contract – Michigan Pipe and Valve

CITY OF WYOMING
WATERWORKS FITTINGS
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: ETNA SUPPLY
[Name of supplying entity]
A WHOLE SALE MICHIGAN
[State and type of entity, e.g., corporation, limited liability company, etc.]
4401 CLAY AVE SW
[Supplier's street address]
GRAND RAPIDS MI 49548
[Supplier's city, state & zip]

Effective Date means: OCTOBER 26, 2025.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's 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.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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

Contractor: ETNA SUPPLY

By: 

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

Date signed: 10/26/, 2025

CITY OF WYOMING
WATERWORKS FITTINGS
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Ferguson Enterprises LLC DBA Ferguson Waterworks
(Name of supplying entity)
A LLC - Virginia
(State and type of entity, e.g., corporation, limited liability company, etc.)
3800 44th St. SE
(Supplier's street address)
Kentwood, MI 49502
(Supplier's city, state & zip)

Effective Date means: 11/5/25, 202.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's 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.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:
Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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

Contractor: Ferguson Enterprises LLC DBA Ferguson Waterworks

By: RANDON WEBBER
(Signature officer, director, or principal of Contractor)
Randon Webber, General Manager
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: Oct 27, 2025

CITY OF WYOMING
WATERWORKS FITTINGS
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Michigan Pipe & Valve Grand Rapids
(Name of supplying entity)
A Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
5500 36th St
(Supplier's street address)
Grand Rapids MI 49512
(Supplier's city, state & zip)

Effective Date means: Oct 28, 2025

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's 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.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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

Contractor: Michigan Pipe & Valve GR

By: _____
(Signature of officer, director, or principal of Contractor)
Sasha Ostringa Municipal Sales
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: Oct 28, 2025

STAFF REPORT

Date: November 12, 2025

Subject: Drinking Water Plant Bond Authorizing Ordinance

From: Aaron Vis, Director of Public Works
Jodi Yenchar, Director of Finance
Greg Stremers, City Attorney

CC: John Shay, City Manager

Meeting Date: November 17, 2025

RECOMMENDATION:

It is recommended that the City Council adopt an ordinance to provide for improving the existing water system of the City; to amend and supplement City Ordinances to authorize issuing and selling additional series of water system revenue bonds; to prescribe the form of the bonds; to provide for collection of revenues to pay water system operation and maintenance costs; to segregate and distribute certain water system revenues; to provide a reserve fund, for rights of the holders of the water system revenue bonds; and for other matters related to the issuance of water system revenue bonds.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship
 - Goal 3 – Improve city infrastructure and service reliability
 - Objective 1 – Complete 3rd transmission main

DISCUSSION:

In September of 2025, the Council approved a resolution of intent to issue up to \$11,500,000 in revenue bonds to pay for the City's share of the cost of the surge suppression system at the Drinking Water Plant. The 45-day notice of intent referendum period has passed and the bonds can be issued. The next step in the issuance process is for the Council to adopt the attached bond ordinance, which is necessary to pay for the City's portion of the work. Ottawa County is bonding separately for their portion of the project.

The revenue bond act, 1933 PA 94, authorizes the issuance of revenue bonds (bonds that are repaid from revenues generated by utility system or other revenue generating operation constructed or improved with the bond proceeds). The proposed ordinance would be adopted under that act which also states that it can be adopted at the meeting at which it is introduced (*i.e.*, superseding the City Charter requirement that an ordinance cannot be adopted at the meeting at which it is introduced).

The bond resolution authorizes borrowing up to \$10,000,000, which is sufficient to fund the City's portion of the surge suppression system. Additionally, this dollar amount allows the City to take advantage of its ability to designate the water bonds as qualified tax-exempt obligations. Municipalities that issue less than \$10,000,000 in any given calendar year are able to designate their bonds as qualified tax-exempt obligation. This designation, also known as bank qualification, affords certain financial institutions who purchase these bonds favorable tax treatment. In addition to tax-exempt interest, these institutions are able to deduct their associated cost of carry, i.e. the cost of their deposit base, against other ordinary income. This favorable tax treatment has historically translated to savings of approximately 15 to 20 basis points and is also expected with this issuance.

The bond will be issued yet this year and at an exact amount as determined by city staff in collaboration with the city's independent financial adviser and outside bond counsel. The amount will be very close to, but not exceed, \$10,000,000.

CITY OF WYOMING
Kent County, Michigan
Ordinance No. 16-25

Council member _____, supported by Council member _____, moved adoption of the following ordinance:

AN ORDINANCE TO PROVIDE FOR IMPROVING THE EXISTING WATER SYSTEM OF THE CITY; TO AMEND AND SUPPLEMENT CITY ORDINANCES TO AUTHORIZE ISSUING AND SELLING ADDITIONAL SERIES OF WATER SYSTEM REVENUE BONDS; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR COLLECTION OF REVENUES TO PAY WATER SYSTEM OPERATION AND MAINTENANCE COSTS; TO SEGREGATE AND DISTRIBUTE CERTAIN WATER SYSTEM REVENUES; TO PROVIDE A RESERVE FUND, FOR RIGHTS OF THE HOLDERS OF THE WATER SYSTEM REVENUE BONDS; AND FOR OTHER MATTERS RELATED TO THE ISSUANCE OF WATER SYSTEM REVENUE BONDS.

THE CITY OF WYOMING ORDAINS:

Section 1. Definitions. Except when the context clearly indicates otherwise, the following definitions shall apply to terms used in this ordinance. Terms not defined in this section shall have the definitions provided by the Prior Ordinances (defined below).

- (a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) "Authorized Officer" means any one or more of the Mayor, the City Manager, the Deputy City Manager or the Finance Director of the City.
- (c) "Bondholder" or "Bondholders" means the holder or holders of the Bonds.
- (d) "Bonds" as defined or used in Chapter 31 and the Prior Ordinances shall include the Series 2025 Bonds, the Prior Bonds, and any additional Bonds of equal standing hereafter issued.
- (e) "City" means the City of Wyoming, Kent County, Michigan.
- (f) "Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.
- (g) "Construction Fund" shall mean the 2025 Bonds Construction Fund created pursuant to Section 13 of this Ordinance.
- (h) "Paying Agent" means the paying agent designated and serving pursuant to section 8 of this ordinance.
- (i) "Prior Bonds" means the Series 2016 Refunding Bonds, the Series 2021 Bonds and the Series 2024 Bonds.
- (j) "Prior Ordinances" means Chapter 31 of the City's Code of Ordinances, as amended and City Ordinance 7-16, 21-21 and 11-24 to the extent that the Bonds authorized by such ordinance remain outstanding.
- (k) "Project" means certain improvements to the City's Water System, including without limitation, the design, acquisition and construction of a new surge suppression system, including without limitation, a new building, surge tanks, associated large diameter piping and valves, air compressors, and controls; acquisition and construction of the new large diameter water transmission main, including without limitation, transmission mains, piping, valving, and other associated materials and restoration for a pipe system from the Drinking Water Plant to, and connecting with, the existing transmission mains; and other improvements to water transmission, distribution, storage and treatment facilities including without limitation, improvements to the water treatment process at the Drinking Water Plant, including without limitation, filtration systems; the restoration of streets, rights-of-way, easements and other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements; and such other Water System improvements as the City shall determine to make.

(l) "Revenues" and "Net Revenues" mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues," the earnings derived from the investment of moneys in the various funds and accounts established by the Prior Ordinances and this Ordinance and shall include revenues from future improvements, enlargements and extensions of the System.

(m) "Sale Order" shall mean an order signed by the Authorized Officer with respect to the Series 2025 Bonds.

(n) "Series 2016 Refunding Bonds" means the City's Water Supply System Revenue Refunding Bonds, Series 2016, dated April 27, 2016.

(o) "Series 2021 Bonds" means the City's Water Supply System Revenue Bonds, Series 2021, dated October 12, 2021.

(p) "Series 2024 Bonds" means the City's Water Supply System Revenue Bonds, Series 2024, dated November 6, 2024, which were referred to as the Series 2024/25 Bonds in Ordinance 11-24.

(q) "Series 2025 Bonds" means the City's Water Supply System Revenue Bonds, Series 2025 issued pursuant to this Ordinance.

(r) "Water System" or "System" means the entire water supply system owned and operated by the City as defined in the Prior Ordinances.

Section 2. Necessity, Approval of Plans, and Specifications. It is determined to be necessary for the public health, safety, and welfare of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the City's consulting engineers, which plans and specifications are hereby approved.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be approximately \$10,000,000, including the payment of legal, engineering, financial, and other expenses, which estimate of cost is approved, and the period of usefulness of the Project is estimated to be not less than forty (40) years.

Section 4. Issuance of Bonds. Bonds of the City designated Water Supply System Revenue Bonds, with an appropriate series designation, are authorized to be issued, in one or more series, pursuant to Act 94 in the aggregate principal amount of not to exceed \$10,000,000, as finally determined by the Authorized Officer in the Sale Order, for the purpose of paying a portion of the cost of designing, acquiring, and constructing the Project, to fund additional deposits to the Bond Reserve Account and to pay legal, financial, and other expenses incidental to the issuance of the Series 2025 Bonds. Any remaining costs of the Project shall be paid from funds of the System or other available funds as shall be determined by the City.

Section 5. Bond Terms. The Series 2025 Bonds shall be issued in fully registered form as to both principal and interest, in denominations of \$5,000 or any multiple of that amount. The Bonds shall be numbered consecutively in the order of their registration, shall be dated the date of delivery or such other date as determined by the Authorized Officer, and shall mature serially or as term bonds subject to mandatory redemption as determined by the Authorized Officer at the time of sale. The Series 2025 Bonds shall bear interest at a rate or rates, shall be payable semiannually on the dates and at the rates determined by the Authorized Officer at the time of sale. The Authorized Officer may alter the Bond terms within the parameters of this Ordinance as hereafter provided.

Section 6. Payment of Bonds; Pledge of Net Revenues. Principal of and interest on the Series 2025 Bonds shall be payable in lawful money of the United States to the person appearing on the Series 2025 Bond registration books as the registered owner thereof. Payment of principal of the Series 2025 Bonds shall be made at the principal office of the Paying Agent. Payment of interest on the Series 2025 Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially, the determination date shall be the date as of the 15th day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the City to conform to market practice.

The principal of and interest on the Series 2025 Bonds, as Additional Bonds authorized by Prior Ordinances, shall be payable solely from the Net Revenues of the System and the Net Revenues of the System are pledged to the payment of the principal of and interest on the Series 2025 Bonds. To secure the payment

of the principal of and interest on the Series 2025 Bonds, there is created a statutory lien to and in favor of the Bondholders upon the Net Revenues of the System. The statutory lien on the Net Revenues securing the Series 2025 Bonds shall be a first lien of equal standing and priority with respect to the lien on the Net Revenues of the System securing such of the Prior Bonds as remain outstanding. The Net Revenues so pledged shall be and remain subject to such lien until the payment in full of the principal of and interest on the Bonds or until the Bonds are defeased.

The Series 2025 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any applicable constitutional, statutory, or charter provisions.

Section 7. Prior Redemption.

(a) Mandatory Redemption. Principal designated as a term bond maturity by the purchaser of the Series 2025 Bonds or in the Sale Order shall be subject to mandatory redemption, in whole or in part, by lot, at par plus accrued interest, on the redemption dates and in the amounts determined at the time of sale. When term bonds are purchased by the City and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Series 2025 Bonds so redeemed in the order determined by the City.

(b) Optional Redemption. The Series 2025 Bonds shall be subject to optional redemption prior to maturity as determined at the time of sale or as provided in the Sale Order.

(c) Notice of Redemption. Notice of redemption of Series 2025 Bonds shall be given by mail to the Registered Owners of the Series 2025 Bonds to be redeemed not less than 30 days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the City maintained by the Paying Agent. Series 2025 Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same.

Section 8. Paying Agent and Registration.

(a) Appointment of Paying Agent. The Authorized Officer shall, from time to time, designate and appoint a Paying Agent, which may also act as transfer agent and bond registrar. The Authorized Officer shall also have the authority to remove the Paying Agent and to appoint a successor Paying Agent. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than 60 days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Series 2025 Bonds.

(b) Book Entry Eligible: At the option of the initial purchaser of the Series 2025 Bonds, the Bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York; if this option is selected, DTC will act as securities depository for the Series 2025 Bonds, purchase of the Series 2025 Bonds will be made in book-entry only form, in denominations of \$5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in Series 2025 Bonds purchased. While the Series 2025 Bonds are held in book-entry-only form, the Series 2025 Bonds shall be transferred in accordance with the procedures established by DTC. So long as the Series 2025 Bonds are registered to DTC or another bond depository, the Paying Agent or bond registrar shall have no responsibility with respect to such transfers. The Authorized Officer shall have the authority from time to time to appoint a successor depository trustee to serve in the place of DTC. While the Series 2025 Bonds are issued in book-entry-only form the Paying Agent shall serve as paying agent only.

(c) Discontinuance of Book-Entry-Only. In the event the book-entry-only system is not selected or is discontinued, the following provisions would apply to the Bonds. Registration of the Bonds shall be recorded in the registration books of the City to be kept by the Paying Agent. Series 2025 Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner's legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the

transferee (new registered owner) in denominations of \$5,000 or any integral multiple thereof, in the same aggregate principal amount as the Series 2025 Bond submitted for transfer. No transfer of Series 2025 Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any Series 2025 Bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Series 2025 Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Series 2025 Bond to the extent of such payment. No Series 2025 Bond shall be transferred less than 15 days prior to an interest payment date nor after the Bond has been called for redemption. So long as the Series 2025 Bonds are registered to DTC or another bond depository, the Paying Agent, acting as bond registrar, shall have no responsibility with respect to such transfers.

Section 9. Bond Form. Each series of the Series 2025 Bonds shall be substantially in the form attached as Exhibit A, which is incorporated by reference, with such completions, changes, and additions as may be recommended by the City's bond counsel and approved by the officers of the City signing the Series 2025 Bonds.

Section 10. Sale of Bonds. The Series 2025 Bonds shall be sold at a competitive sale. The Authorized Officer shall set the date and time for sale of the Series 2025 Bonds, which date shall be at least seven (7) days after the publication of the official notice of sale. The Authorized Officer shall cause notice of the sale of the Series 2025 Bonds to be published in *The Bond Buyer*, which notice shall be in such form as is approved by the Authorized Officer. Following the receipt of such bids, the Authorized Officer is authorized to award the Series 2025 Bonds to the successful bidder therefor or reject all bids and negotiate the sale of the Series 2025 Bonds with a selected purchaser.

Section 11. Authorized Officer. The Authorized Officer is designated and authorized, for and on behalf of the City, without further City Council approval, to do all acts and to take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2025 Bonds. Notwithstanding any other provision of this Ordinance, the Authorized Officer is authorized within the limitations set forth below to determine the title of the Series 2025 Bonds, maximum interest rate, interest rate or rates, amount of discount or premium, amount of maturities, principal amount, amount of good faith deposit, if any, denominations, dates of issuance, dates of maturities, interest payment dates, optional and mandatory redemption rights, and term bond options. The Authorized Officer shall have the authority to determine that up to two years of interest on the Series 2025 Bonds be capitalized and to determine the amount of the deposit to the Bond Reserve Account. The Authorized Officer is further authorized to revise or adjust the provisions of Sections 16, 17, and 18 of this Ordinance prior to the issuance of the Series 2025 Bonds in an order signed by the Authorized Officer. The authority granted to the Authorized Officer by this Section, is subject to the following limitations:

- (a) The par amount of the Series 2025 Bonds shall not exceed \$10,000,000.
- (b) The Series 2025 Bonds shall not be sold at a price that would make the true interest cost of such series exceed 6%.
- (c) The final maturity date of the Series 2025 Bonds shall not be later than twenty-one (21) years from the date of issuance of such series of the Series 2025 Bonds.
- (d) The Series 2025 Bonds shall not be sold at a price that is less than 98% of the par value of such series.

The Authorized Officer is hereby authorized for and on behalf of the City, without further City Council approval, to: (a) approve the circulation of a preliminary and a final Official Statement describing the Series 2025 Bonds; (b) to award the bid for the sale of the Series 2025 Bonds or negotiate the sale of the Series 2025 Bonds and enter into a bond purchase agreement with a selected purchaser; (c) purchase municipal bond insurance, if considered necessary, as additional security for the bondholders; (d) apply to rating agencies for a rating on the Series 2025 Bonds; (e) make any designations or elections pursuant to the Code, including designating the bonds pursuant to section 265(b)(3) of the Code; and (f) do all other acts and take all other necessary procedures required to effectuate the sale, issuance, and delivery of the Series 2025 Bonds.

Approval by the City of the matters delegated in this section or any other sections may be evidenced by execution of the Sale Order or the execution or approval of such documents by the Authorized Officer. The Authorized Officer, together with the Treasurer, the Clerk, the Deputy Clerk and the Deputy Treasurer, or any one or more of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any applications, an Application for State Treasurer's Approval to Issue Long-Term Securities or any other applications or supporting documents to the Michigan Department of Treasury, applications for waivers and the submission of any supporting or related documents, any certificates, receipts, orders, agreements, instruments, security reports, a blanket letter of representations, and any certificates relating to federal or state securities laws, rules or regulations. The Authorized Officer is authorized to approve such policies as deemed necessary to comply with federal securities and tax laws, which shall be binding on the City. The Authorized Officer is authorized to select and retain on behalf of the City such professional services as the Authorized Officer deems necessary for the Series 2025 Bonds.

Section 12. Execution of Bonds. The Mayor or the Mayor Pro Tem and the Clerk or the Deputy Clerk of the City are authorized and directed to sign the Series 2025 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2025 Bonds shall be delivered by the Authorized Officer to the purchaser of the Series 2025 Bonds.

Section 13. Construction Fund. Except as otherwise determined by the Authorized Officer, the proceeds of the Series 2025 Bonds shall be deposited in the Construction Fund. Such moneys shall be used solely for the purpose for which the Series 2025 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Project may be used for such purposes as allowed by law. After completion of the Project and disposition of remaining Series 2025 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

Section 14. Bondholders' Rights; Receiver. The Bondholders representing in the aggregate not less than 20% of the entire principal amount thereof then outstanding, may, by suit, action, mandamus, or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The Bondholders shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the security therefor.

Section 15. No Free Service or Use. No free service or use of the System, or service or use of the System at less than the reasonable cost and value thereof, shall be furnished by the System to any person, firm, or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 16. Rates and Charges. Rates shall be fixed and revised from time to time by the Council so as to produce amounts that are sufficient to pay the expenses of administration and the costs of operation and maintenance of the System, to provide an amount of revenues adequate for the payment of principal of and interest on the Bonds, reserve, replacement and improvement requirements and to otherwise comply with all requirements and covenants provided herein; and such that are reasonably expected to yield annual Net Revenues of the System, in the current fiscal year equal to at least 125% of the average annual debt service on the then outstanding Bonds; and promptly upon any material change in the circumstances which were not contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each fiscal year, review the rates and charges for its services and promptly revise such rates and charges as necessary to comply with the foregoing requirement, in which case the City will be in compliance with the requirements of this Section. The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the costs and value of the System, the cost of maintaining, repairing, and operating the System, and the amounts necessary for the

retirement of all Bonds and interest accruing on all Bonds, and there shall be charged such rates and charges as shall be adequate to meet the requirement of this and the preceding sections.

Section 17. Bond Reserve Account. The Bond Reserve Account in the Bond and Interest Redemption Fund, as established by the Prior Ordinances, shall be adjusted in such amounts so that upon issuance of the Series 2025 Bonds, the Bond Reserve Account shall total a sum equal to the lesser of (a) the maximum annual principal and interest requirements on the Bonds outstanding after issuance of the additional Bonds; (b) 125% of the average annual debt service on the Bonds after issuance of the additional Bonds; or (c) an amount equal to 10% of the principal amount of the Bonds (the "Required Reserve"). If the amount in the Reserve Account is greater than the Required Reserve, such excess amount shall be transferred to the Bond and Interest Redemption Fund described herein or as otherwise determined by the Authorized Officer. If it is necessary to increase the amount in the Bond Reserve Account, the City shall deposit a sum from the moneys on hand in the System and/or Bond proceeds, so that the Bond Reserve Account is fully funded as of the delivery of the Series 2025 Bonds. The requirements of the Bond Reserve Account may be satisfied by a credit facility. Interest on the Bond Reserve Account must be transferred into the Redemption Fund once the Required Reserve has been reached. All of the other provisions relative to the use of the Bond Reserve Account, its maintenance and other details relative thereto shall remain as specifically set forth in the Prior Ordinances.

Section 18. Additional Bonds. Additional Bonds of equal standing and priority with any outstanding Bonds may be issued as provided in Section 31.22(2) of the Wyoming City Code of Ordinances, as amended, which reads as follows:

(2) For acquiring and constructing additions, extensions and improvements to the Water Supply System; provided that no additional bonds of equal standing and priority of lien for such purposes can be issued unless the average actual or augmented net revenues for the last 2 preceding fiscal years or the actual or augmented net revenues for the then last preceding fiscal year, if the same shall be lower than said average, shall be equal to at least 150% of the maximum amount of principal and interest thereafter maturing in any fiscal year on such additional bonds then being issued, the bonds of the issue authorized by this Chapter, and any other bonds of equal standing and priority of lien therewith until such time as the 1964 Bonds have been redeemed or defeased and thereafter then said average shall be maintained at no less than 125% of the average annual amount of principal and interest as hereinafter set forth. The actual net revenues shall be used in making the foregoing determination except, in the following situations where the augmented net revenues shall be used instead to wit:

(a) If the City shall raise the water rates at the time of authorizing such additional bonds, then the net revenues of the Water Supply System for each of the last two preceding fiscal years shall be augmented to an amount reflecting the effect of such increase had the City's water billings during such years been at the increased rates. As a condition precedent to the use thereof, there shall be filed with the City Clerk a statement which shows the annual net revenues for the 2 preceding completed operating years, and the additional augmented revenues reflecting the application of the increased rates, executed by a registered engineer appointed by the City Council.

(b) If the additions, extensions and improvements to be constructed with the proceeds of sale of such additional bonds will result in additional net revenues accruing to the Water Supply System, then the net revenues of the Water Supply System for each of the last two preceding fiscal years, as augmented by the application of increased rates as authorized in subparagraph (a) above, if such be the case, may be additionally augmented by the average annual net revenues estimated to accrue from such additions, extensions and improvements over the period for which said additional bonds are to be issued. A certificate duly executed by the present consulting engineers of the City, Black and Veatch, of Kansas City, Missouri (or such successor consulting engineer retained by the City), setting forth said estimate of net revenues together with sufficient detail justifying the same, shall be obtained as a condition precedent to using said additional net revenues as authorized by this Subsection.

It is the intent and purpose that the term "augmented net revenues" as used in this Section, shall mean the average actual net revenues of the Water Supply System for the last two preceding fiscal years, or for the last preceding fiscal year, whichever is lower, plus additional revenues estimated

pursuant to either Subsection (a) or (b) above, or both, as the case may be. No additional bonds of equal standing shall be issued pursuant to the authorization contained in this Section if the City shall then be in default in making its required payments to the Operation and Maintenance Fund or the Bond and Interest Redemption Fund.

Section 19. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Series 2025 Bonds, shall be deposited in trust, this ordinance shall be defeased and the owners of the Series 2025 Bonds shall have no further rights under this ordinance except to receive payment of the principal of, premium, if any, and interest on the Series 2025 Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Series 2025 Bonds as provided herein.

Section 20. Contract with Bondholders. This Ordinance shall constitute a contract between the City and the Bondholders from time to time, and after the issuance of any of such Series 2025 Bonds, no change, variation, or alteration of the provisions of this Ordinance may be made that would lessen the security for such Series 2025 Bonds. The provisions of this Ordinance shall be enforceable by appropriate proceedings taken by such Bondholder, either at law or in equity.

Section 21. Bonds Mutilated, Lost, or Destroyed. If any Bond of the Series 2025 Bonds shall become mutilated, the City, at the expense of the Bondholder, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond of the Series 2025 Bonds shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the City and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the City, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond of the Series 2025 Bonds shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

Section 22. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2025 Bonds from gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Series 2025 Bond proceeds and moneys deemed to be Series 2025 Bond proceeds.

Section 23. Qualified Tax-Exempt Obligation. The City reasonably anticipates that the amount of qualified tax-exempt obligations that will be issued by the City and on behalf of the City and all subordinate entities during the calendar year 2025 shall not exceed \$10,000,000. The City hereby designates the Series 2025 Bonds in their total principal amount as "qualified tax-exempt obligations" for purposes of Code Section 265(b)(3)(B).

Section 24. Municipal Bond Insurance. The Authorized Officer is authorized to acquire municipal bond insurance to enhance the marketability of the Series 2025 Bonds. If the City or the purchaser of the Series 2025 Bonds acquires municipal bond insurance from a municipal bond insurer, the Authorized Officer, the Clerk, and the Treasurer, or any one of them, are hereby authorized to take all actions, and to execute any documents, certificates, orders, applications, agreements, conditions, covenants, or other instruments necessary to effectuate the issuance of the policy of bond insurance, including, but not limited to the execution of an order or agreement containing such provisions as the municipal bond insurer may require with respect to the insurance and the municipal bond insurer, which shall be binding on the City in the same manner as if contained herein. The Authorized Officer is further authorized to sign such agreements or other documents and to pay such fees as are required for the City to become a member of a mutual insurance company.

Section 25. Continuing Disclosure. The City shall provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission (a) on or prior to the date determined by the Authorized Officer, commencing with the first fiscal year ending after the issuance of the Series 2025 Bonds, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year (or if audited financial statements are not available, unaudited financial statements), generally consistent with certain information that was contained or cross-referenced in the Official Statement relating to the Series 2025 Bonds, (b) timely notice of the occurrence of certain material events with respect to the Series 2025 Bonds, and (c) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (a) above.

Section 26. Official Statement. The Authorized Officer, the Clerk, the Treasurer, or any of them, are authorized and directed to approve, execute, and deliver a Preliminary Official Statement and a final Official Statement on behalf of the City in such form as they shall approve in order to assure that the statements therein are true, and that it does not contain any untrue statement or material fact and does not omit a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading.

Section 27. Bond Counsel. Dickinson Wright PLLC, Grand Rapids, Michigan, is appointed to act as bond counsel for the Series 2025 Bonds. The City acknowledges that Dickinson Wright PLLC represents a number of financial institutions in public finance matters, including financial institutions that may potentially purchase the Bonds, and consents to Dickinson Wright PLLC's representation of the City as bond counsel and, and waives any conflict of interest arising from such representation of a financial institution or underwriter that may purchase the Bonds in other matters not involving the City. The Authorized Officer is authorized to enter into an engagement letter with bond counsel in accordance with the fees shown in the financial reports of the Municipal Advisor.

Section 28. Financial Advisor. MFCl, LLC is appointed to act as financial advisor for the Series 2025 Bonds.

Section 29. Subject to Prior Ordinances. Except to the extent supplemented or otherwise provided in this Ordinance, all of the provisions and covenants provided in the Prior Ordinances shall apply to the Series 2025 Bonds.

Section 30. Publication and Recordation. This Ordinance shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and it shall be recorded in the records of the City with such recording authenticated by the signatures of the Mayor or Mayor Pro Tem and the City Clerk.

Section 31. Ordinance Subject to Michigan Law. The provisions of this Ordinance are subject to the laws of the State of Michigan.

Section 32. Section Headings. The section headings in this Ordinance are for convenience of reference only and are not a part of this Ordinance.

Section 33. Severability. If any section, paragraph, clause, or provision of this ordinance is held invalid, its invalidity shall not affect any other provisions of this Ordinance.

Section 34. Effective Date. Pursuant to Section 6 of Act 94, this ordinance shall be approved on the date of its first reading and this Ordinance shall be effective immediately upon its adoption.

YEAS: Council Members _____
NAYS: Council Members _____
ABSTAIN: Council Members _____
ABSENT: Council Members _____

ORDINANCE DECLARED ADOPTED.

Kent Vanderwood, Mayor

Kelli A. VandenBerg, City Clerk

CERTIFICATION

As the duly qualified and acting Clerk of the City of Wyoming, Michigan I certify that this is a true and complete copy of an ordinance adopted by the City Council at a meeting held on November 17, 2025, and that notice of that meeting complied with Act 267, Public Acts of Michigan, 1976, as amended.

November 17, 2025

Kelli A. Vandenberg, Clerk

Ord: 16-25

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT
CITY OF WYOMING**

**WATER SUPPLY SYSTEM REVENUE
BONDS, SERIES _____**

Interest Rate Maturity Date Date of Original Issue CUSIP

Registered Owner:

Principal Amount: _____ Dollars (\$_____)

The City of Wyoming, Kent County, Michigan (the "City"), acknowledges it is indebted and, for value received, promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Water Supply System of the City (the "System"), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the "Net Revenues"), the Principal Amount specified above, unless prepaid prior thereto as hereinafter provided, in lawful money of the United States of America, on the Date of Maturity specified above with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable on _____ 1, 20__, and semiannually thereafter on the first day of _____ and _____ of each year, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond is one of a total authorized issue of bonds of even date and like tenor, except as to date of maturity, amount and rate of interest, numbered in order of registration, aggregating the principal sum of \$[Insert amount]; issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and Chapter 31 of the City's Code of Ordinances and City Ordinance Numbers 7-16, 21-21, 11-24 and _____ (the "Ordinance"), for the purpose of paying the costs of certain improvements to the City's Water System. This Bond is a self-liquidating Bond, and is not a general obligation of the City within any constitutional, statutory or charter limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The City hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption fund, a bond reserve account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance. The Bonds of this series shall have equal standing with the City's Water Supply System Revenue Refunding Bonds, Series 2016, Water Supply System Revenue Bonds, Series 2021 and Water Supply System Revenue Bonds, Series 2024. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or subordinate standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Ordinance.

Principal of this Bond is payable at the principal office of _____, or such other paying agent as the City may hereafter designate (the "Paying Agent") by notice mailed to the Registered Owner not less than 60 days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the 15th day of the month preceding the payment date as shown on the registration books of the City maintained by the Paying Agent by check, draft, or electronic transfer delivered to the Registered Owner at the Registered Address.

Bonds maturing in the years ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity in part, by lot, on each _____, at the par value thereof plus accrued interest to the redemption date as follows:

Redemption Date

Principal Amount

Term Bonds that are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Bond subject to mandatory redemption by the amount of the Bond so redeemed, in the order determined by the City.

Bond maturing on or before _____, _____, shall not be subject to optional redemption prior to maturity. Bonds maturing on or after _____, _____, are subject to redemption prior to maturity as a whole or in part, at the option of the City, in such order as the City shall determine, on any dates, on or after _____, _____. Bonds called for redemption shall be redeemed at the par value thereof and accrued interest to the date of redemption, without a premium.

Notice of the call of any Bonds for redemption shall be given by first class mail not less than thirty (30) days prior to the date fixed for redemption, to the Registered Owner at the registered address. Bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem such Bonds. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption of Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed, a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of The Depository Trust Company, a New York corporation, only and only Cede & Co. will be deemed to be a holder of the Bonds.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by the Registered Owner's attorney duly authorized in writing, at the

office of the Paying Agent, but only in the manner, subject to the limitations and at the Registered Owner's sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the City including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Wyoming, Kent County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and its Clerk, all as of the date of original issue specified above.

Kent Vanderwood, Mayor

Kelli A. VandenBerg, Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the City of Wyoming \$_____ Water Supply System Revenue Bonds, Series _____, and has been registered in the name of the Registered Owner designated on the face thereof in the bond register maintained for the City.

Authentication Date: _____, 202_

As Paying Agent/Bond Registrar/Transfer Agent

WRONGFUL USE OF CERTIFICATE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

_____ (please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signed: _____

In the presence of: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of that person's capacity to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____