



MICHIGAN

**AGENDA  
WYOMING CITY COUNCIL MEETING  
COUNCIL CHAMBERS  
MONDAY, FEBURARY 16, 2026, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Vanessa Alvarez, Amazing 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 February 2, 2026, Regular Meeting and February 9, 2026, Work Session and Closed 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 dialogue 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.*
  - a) To Set Meeting Day and Time For the Greater Wyoming Community Resource Alliance of the City of Wyoming
- 14) Resolutions**
- 15) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
  - b) To Accept a Quote for the Purchase of an On-Premises Backup and Disaster Recovery Solution

- c) To Accept a Quote for the Purchase of Watchguard Firewalls (Budget Amendment No. 20)
- d) To Accept a Proposal for Supervisory Control and Data Acquisition (SCADA) System Controls Programming Services
- e) To Accept a Proposal for Underwater Intake Inspection
- f) To Accept a Proposal for Biosolids and Nutrient Removal Resiliency Evaluation at the Wastewater Treatment Plant (WWTP)
- g) To Award a Bid for the 2026 Boone Avenue Watermain Replacement Project
- h) To Approve and Authorize the City Manager to Sign an Amendment to the AECOM Design and Construction Administration Contract for City Center Trail 7
- i) For Award of Bid
  - 1. StairMill Fitness Equipment

**16) Ordinances**

- 2-26 To Amend Section 90-515 of the Code of the City of Wyoming by Adding Subsection (149) to Rezone 1277, 1391, 1402, and 1509 36th Street from R-2 Residential District to RO-1 Restricted Office District (Final Reading)

**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 dialogue 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**

**20) Adjournment**

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

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

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

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

RESOLUTION TO SET MEETING DAY AND TIME  
FOR THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE  
OF THE CITY OF WYOMING

WHEREAS:

1. The Greater Wyoming Community Resource Alliance currently meets on the fourth Tuesday of January, April, July, and October at 9:00 a.m.
2. The Greater Wyoming Community Resource Alliance has proposed changing its meeting schedule for 2026 to the first Tuesday of May, August, and November at 9:00 a.m.
3. Section 2.113 of the Code of Ordinances states that the days and times of regular meetings of all board and commission shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The regular day and time for 2026 for meetings of the Greater Wyoming Community Resource Alliance shall be the first Tuesday of May, August, and November at 9:00 a.m.

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 February 16, 2026.

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

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

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

RESOLUTION TO ACCEPT A QUOTE FOR THE PURCHASE OF AN  
ON-PREMISES BACKUP AND DISASTER RECOVERY SOLUTION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from StoneFly Inc. for an on-premises Enterprise backup and disaster recovery solution in the total amount of \$124,325.14.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of an on-premises Enterprise backup and disaster recovery solution from StoneFly Inc.
2. City Council waives the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 16, 2026.

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

Attachments:

Staff Report

Quote

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

## Staff Report

**Date:** February 3, 2026  
**Subject:** Backup and Disaster Recovery Solution  
**From:** Paul Gerndt, Director of Information Technology  
**Meeting Date:** February 16, 2026

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### RECOMMENDATION:

It is recommended City Council authorize acceptance of a quote from StoneFly Inc. for an On-Premises Enterprise backup and disaster recovery (BDR) solution, in the amount of \$124,325.14.

### ALIGNMENT WITH STRATEGIC PLAN:

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

### DISCUSSION:

Data protection is a primary responsibility of the Information Technology department and backup servers are a key component of the IT department's 3-2-1 backup strategy: keep three copies of data, on two types of media, with one stored offsite.



*6-Year-Old Backup Server*

The current backup solution employs servers like the one shown here to capture and protect copies of the many terabytes of data used by departments citywide. These servers, now six years old and scheduled for replacement in the current fiscal year, only support data backup – there is no capacity for disaster recovery.

Staff researched possible replacements to improve capacity, performance, security, and overall utility of the data protection program. Solutions from well-respected companies were evaluated – the result of that research is shown in the table below:

<b>Provider</b>	<b>Solution Summary</b>	<b>Benefits</b>	<b>3-Year Cost</b>
Assured Data Protection / Rubrik	Fully managed, hybrid Rubrik tiered storage and disaster recovery solution.	Fully managed, advanced disaster recovery features	\$306,360
Sentinel Technologies / Object First Storage Solutions	Distributed, on premises storage-only solution.	Purpose-built zero-trust architecture, high input/output operations per second (IOPS) rating. Immutable, BDR optimized.	\$215,670
Dell / PowerProtect Data Domain	Distributed, on-premises storage only solution. No disaster recovery features.	Flexible storage solution, high IOPS	~\$400,000
StoneFly / StoneFly	Unified Storage & Server Hyper-converged infrastructure. Distributed, on-premises storage, backup and disaster recovery (BDR) platform.	Veem support provided by the vendor. Immutable, BDR optimized. Supports hybrid / cloud integration. 5-year warranty and vendor assisted implementation included.	\$124,326

StoneFly, a leader in enterprise storage and disaster recovery, offers this all-in-one BDR solution that combines backup, replication, and recovery to minimize downtime and data loss. The recommended solution increases capacity and adds critical disaster recovery features not available in the current system.

Key benefits of the StoneFly solution include:

- **Comprehensive Protection:** Supports physical and virtual environments, including VMware, Hyper-V, and cloud workloads.
- **Ransomware Resilience:** Immutable and air-gapped storage to protect against ransomware attacks.\*
- **Rapid Recovery:** Enables near-instant recovery of critical systems, minimizing operational disruption.\*
- **Scalability:** Expandable to accommodate future data growth.
- **Compliance:** Meets industry standards for data security and retention, supporting regulatory requirements, such as CJIS, SOC 2, HIPAA, and ISO.\*
- **Cost Efficiency:** Consolidates backup, disaster recovery, and storage into a single platform, reducing complexity and long-term costs.\*

\* Features not included in the current backup system.

The proposed solution will replace the City's existing backup system, which is six years old and no longer adequate for current operational and security needs.

**BUDGET IMPACT:**

The project is approved in the FY2026 Capital Improvement Plan and budgeted in the Capital Projects Revolving Fund, account 805-000-57300-984.017 - Capital Outlay Computer Equipment.

Attachment(s):

StoneFly Quote



01/20/26

Quote # **AAAQ11601-02**

Expires 2/27/2026

**StoneFly, Inc.**  
**Raymond Richards**  
**(510) 962-5011**  
**Fax: 510.265.1565**  
**RRichards@StoneFly.com**

**Sold To:** City of Wyoming Michigan  
 Mark Milliron  
 1155 28th St SW  
 Wyoming, MI 49509

**Phone:** (616) 530-7317

**Email:** Mark.Milliron+StoneFly@WyomingMI.gov

**Ship To:** City of Wyoming Michigan  
 Mark Milliron  
 1155 28th St SW  
 Wyoming, MI 49509

**Phone:** (616) 530-7317

**Email:** Mark.Milliron+StoneFly@WyomingMI.gov

Qty	Part No.	Description	List Price	Unit Price	Ext. Price
2	DR365V	<b>On-Prem Enterprise Certified All-in-One Backup and Disaster Recovery Solution</b> StoneFly XD-Series DR365V 36-Bay Unified Storage, Server & Backup Hyperconverged Disaster Recovery Appliance for Veeam, 13x16TB SAS + 2x3.8TB SSD, Includes: SFY-XD11-36BA XD-Series 36-Bay Enterprise 4U Appliance, Gen 11 Rev B SFY-XD11-U-XEON20C23 Upgrade   Dual 20-Core Xeon Processors SFY-XD11-U-768GB Upgrade   768GB System Memory SFY-XD11-U-DOS1024 Upgrade   Dual 1TB NVMe Mirrored for OS SFY-NET04-A-10GbSFP4 Upgrade   Quad 10Gb SFP+ Ports SFY-NET04-A-CABSFPSP5M (4) Upgrade   5-Meter 10GBASE-CR SFP+ to SFP+ Twinax Copper Cable SFY-NET04-A-12GbSAS Upgrade   12Gb SAS Connection for Tape Library Support SFY-12GS-A-16TB (13) 16TB Enterprise 12Gb SAS Drive Pack SFY-22GSX-A-3840GBSSD1X (2) 3.8TB Enterprise 22.5Gb SSD Drive Pack SFY-D-BYOLHV-VM Customer-Supplied VMware vSphere ESXi 8.0 Hypervisor License SFY-DRV-11 DR365V Virtual Storage Appliance License Package SF8X-NAS-SC NAS (CIFS/NFS) License SFY-A-WSVR2022C16 Microsoft Windows Server 2022 Standard 16-Core License for Backup Management VM SFY-A-WSVR2022-ADD4C (6) 4-Core License Add-On for Microsoft Windows Server 2022 Standard	\$65,233.08	\$45,797.40	\$91,594.80
1	SRV-5YR-SLVR	<b>Service Upgrade</b> 5-Year Warranty and 24x7 Technical Support	\$41,769.65	\$29,310.34	\$29,310.34

Sales tax may apply unless resale or exemption certificate is provided. All prices are in U.S. Dollars (USD). This quotation is valid through the expiration date listed above. 1TB = 1 trillion bytes; actual formatted capacity is less. Price includes 1 Year Parts & Labor Warranty unless otherwise stated above. All StoneFly products are custom-built to the customer's requirements; orders cannot be canceled or withdrawn by the customer after StoneFly begins order processing. Neither StoneFly nor its affiliates are responsible for any misprints. All prices are subject to change. We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. For more information, contact your StoneFly Representative.

**StoneFly, Inc. 2865 Grove Way, Castro Valley, CA 94546**

Qty	Part No.	Description	List Price	Unit Price	Ext. Price
		<b>Professional Services</b>			
1	SRV-RMT-INST-10HR	Remote Installation, Configuration, Testing and/or System Upgrades along with detailed training/orientation (for Customer's Technical/Systems Engineers) of the complete solution (both on-Prem Appliance and Cloud Integration) - Up to 10 Hours	\$4,000.00	\$1,500.00	\$1,500.00
				<b>Shipping</b>	\$1,920.00
				<b>Total</b>	<b>\$124,325.14</b>

Drive Configuration

- Tier 1: RAID 1 (2 x 1TB NVMe) For VMware, Windows, Veeam and StoneFly OS
- Tier 2: RAID 1 (2 x 3.8TB SSD) For S3 Metadata
- Tier 3: RAID 6 + Hot Spare (13 x 16TB 12Gb SAS) For Veeam Backup Storage Repository
- Tier 4: Secondary On-Prem StoneFly Solution
- Tier 5 (Optional – Not Included): Cloud Storage
- Approximate Usable Capacity = 160TB SAS and 3.8TB SSD

Delivery Includes Liftgate Service (Contiguous USA-Lower 48 Only).

Approved as to form:

  
 Greg Stremers, City Attorney

Sales tax may apply unless resale or exemption certificate is provided. All prices are in U.S. Dollars (USD). This quotation is valid through the expiration date listed above. 1TB = 1 trillion bytes; actual formatted capacity is less. Price includes 1 Year Parts & Labor Warranty unless otherwise stated above. All StoneFly products are custom-built to the customer's requirements; orders cannot be canceled or withdrawn by the customer after StoneFly begins order processing. Neither StoneFly nor its affiliates are responsible for any misprints. All prices are subject to change. We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. For more information, contact your StoneFly Representative.

**StoneFly, Inc. 2865 Grove Way, Castro Valley, CA 94546**

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

RESOLUTION TO ACCEPT A QUOTE FOR THE  
PURCHASE OF WATCHGUARD FIREWALLS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Zones, Inc. for the purchase of WatchGuard firewalls in the amount of \$43,360.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of WatchGuard firewalls from Zones, Inc.
2. City Council approves the attached budget amendment.
3. City Council waives the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 16, 2026.

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

Attachments:

Staff Report

Quote

Budget Amendment

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

## Staff Report

**Date:** February 2, 2025  
**Subject:** Authorization to Accept Quote for WatchGuard Firewalls  
**From:** Paul Gerndt, Director of Information Technology  
**CC:** Jaime Fleming, Drinking Water Plant Superintendent  
Jon Burke, Wastewater Treatment Plant Superintendent  
Aaron Vis, Director of Public Works  
**Meeting Date:** February 16, 2026

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### RECOMMENDATION:

It is recommended that City Council authorize acceptance of a quote from Zones, Inc. for WatchGuard firewalls in the amount of \$43,360.

### ALIGNMENT WITH STRATEGIC PLAN:

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

### DISCUSSION:

The City's utility operations use firewalls throughout the distribution and collection networks to protect critical infrastructure and data from hackers, viruses, and other online threats.



A firewall is a network security device that sits at the boundary where different networks meet - like a security guard for your computer network. It monitors incoming and outgoing traffic and determines what is allowed based on established rules. If something does not meet those rules, the firewall blocks it.

This project will replace 19 existing units currently in service and reaching their planned end-of-life and improve security for 13 additional locations.

Firewalls require routine management and updates to protect against persistent and emerging threats. The purchase includes a three-year security subscription for technical support, security patches, and updates.

Staff received quotes from trusted vendors for 32 WatchGuard® firewalls. The quotes are as follows:

<u>Vendor</u>	<u>Unit Price</u>	<u>Total Purchase</u>
CDWG	\$1,436.03	\$45,952.96
People Driven Technology	\$1,448.28	46,334.96
Zones, Inc.	\$1,355.00	\$43,360.00

Staff recommends acceptance of the quote from Zones, Inc., as it is the lowest quote.

**BUDGET IMPACT:**

The project is partially planned in the current budget and requires the attached budget amendment. The purchase will be made from the following accounts:

- 590-536-54300-740.200 (Sewer Fund – Trtmnt - Computer Equipment)
- 591-537-55800-850.000 (Water Fund – T & D 44th, Brlgm, Hook - Communications)
- 591-537-55300-850.000 (Water Fund – Pumping & Trtmnt - Communications)
- 591-537-56400-850.000 (Water Fund – T & D – Pipeline - Communications)

Attachment(s):

Vendor Quote  
Budget Amendment

# ZONES™

02/02/2026

Bill To :  
CITY OF WYOMING  
1155 28TH ST SW  
WYOMING, MI 49509  
Phone : (616) 530-7225

Ship To:  
MICHELLE SMITH  
MICHELLE SMITH  
1155 28TH ST SW  
ATTN: INFO TECH  
WYOMING, MI, 49509, USA

Account#0071012388  
Quote :K3265898  
PO# :

Software prices subject to change

This Hardware quote is valid till March 31st 2026

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:  
ZONES LLC  
PO Box 737040  
DALLAS TX 75373-7040

PLEASE SEND PURCHASE  
ORDERS DIRECTLY TO YOUR  
ZONES LLC ACCOUNT MANAGER  
VIA FAX OR EMAIL

Phone (800) 570-2410  
Fax:(253) 205-3862

Email:

Item #	Qty.	Mfr.Name	Description	Manufacturers Part #	Unit Price	Total
301921546-NEW	19	WATCHGUARD TECHNOLOGIES	TRADE UP TO T145 WITH 3Y BSS	WGT145413	USD 1,355.00	USD 25,745.00
301921680-NEW	13	WATCHGUARD TECHNOLOGIES	T145 WITH 3Y BSS	WGT145033	USD 1,355.00	USD 17,615.00

ASK US ABOUT  
Installation Services  
On-site Technical Services and Hourly Service Rates  
Remote Help Desk and Remote Network OS Support

Sub-Total: USD 43,360.00  
Estimated Sales Tax: USD 0.00  
Shipping: USD 0.00  
Grand Total: USD 43,360.00

Visit us on the web:<http://www.zones.com>

Numerous Financing & Leasing Options Available

ZONES LLC  
1102 15th Street S.W., Suite 102  
Auburn, USA 98001  
Phone: (800) 419-9663

Approved as to form:

  
Greg Stremers, City Attorney



IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT [WWW.ZONES.COM/TERMSOFSALE](http://WWW.ZONES.COM/TERMSOFSALE) ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!



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

RESOLUTION TO ACCEPT A PROPOSAL FOR  
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)  
SYSTEM CONTROLS PROGRAMMING SERVICES

WHEREAS:

1. As outlined in the attached staff report, it is recommended City Council approve a proposal from Tetra Tech of Michigan, P.C. to provide as-needed controls programming services for the Drinking Water Plant and Wastewater Treatment Plant SCADA system during the 2026 calendar year, in an amount not to exceed \$50,000.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Tetra Tech of Michigan, P.C. to provide as-needed controls programming services.
2. City Council authorizes the City Manager to sign the contract.
3. City Council authorizes the City Manager to accept future agreements 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: February 16, 2026.

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

ATTACHMENTS:

Staff Report

Contract/Proposal

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

## **STAFF REPORT**

Date: February 4, 2026  
Subject: Controls Programming – As Needed Services  
From: Jaime Fleming, Drinking Water Plant Superintendent  
CC: Aaron Vis, Director of Public Works  
Meeting Date: February 16, 2026

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### **RECOMMENDATION:**

It is recommended that the City Council authorize as-needed controls programming services for the Drinking Water Plant and Wastewater Treatment Plant Supervisory Control and Data Acquisition (SCADA) systems from Tetra Tech of Michigan, P.C. at the hourly rates as noted in the attached contract for a not to exceed amount of \$50,000 for the 2026 calendar year.

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

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

### **DISCUSSION:**

The SCADA system is the software program that allows the Drinking Water and Wastewater Treatment Plant operators to monitor, control, and regulate their treatment plant processes, water towers, remote pumping sites, lift stations, and connections to the wholesale customer communities. Tetra Tech of Michigan, P.C. designed and configured the SCADA systems for both facilities and has provided upgrades, updates, and maintenance of the systems for over fifteen years.

It is important to have the flexibility to engage their services to quickly address any functionality or security issues that may arise and avoid interruption of treatment plant process controls. It is anticipated that an amount not to exceed \$50,000 is sufficient to address any needed ad hoc provision of services for the remaining calendar year.

### **BUDGET IMPACT:**

Sufficient funding is available in the Drinking Water and Wastewater Treatment Plant professional services accounts.

## SCADA System Components

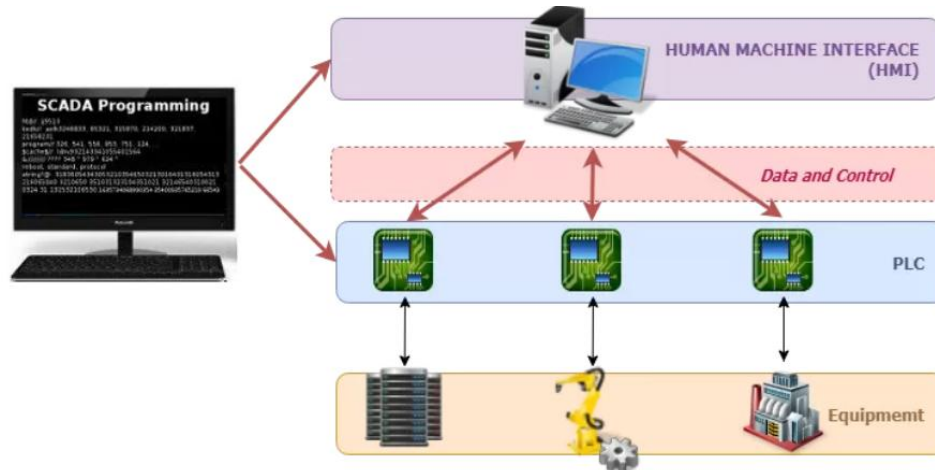


Image Credit: <https://www.dpstele.com/scada/how-systems-work.php>

## Example Drinking Water Plant SCADA Software



Image Credit: <https://www.tiga.us/blog/what-is-scada-and-how-it-increases-efficiency>

# CITY OF WYOMING

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

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

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

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

*Effective Date* means: February 17, 2026.

*Professional* means:

Tetra Tech of Michigan, PC  
\_\_\_\_\_  
[Name of contracting entity]  
A Delaware Corporation  
\_\_\_\_\_  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
1136 Oak Valley Drive, Suite 100  
\_\_\_\_\_  
[Professional's street address]  
Ann Arbor, MI 48108  
\_\_\_\_\_  
[Professional's city, state & zip]

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

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

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

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

## TERMS AND CONDITIONS

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

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal's rates, up to \$50,000 per calendar year 2026.
3. Professional represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Waived, modified and added conditions are as follows:

Section 15 Insurance modification: Coverage is required for environmental consultant services. Amount required \$2,000,000 unless City's attorney otherwise approves.

Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor Professional, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the City and Professional shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Force Majeure. Professional shall not be liable for any damages caused by any delay that is beyond Professional's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Strikes by or lockouts of Professional's staff are not force majeure events.

Documents. City will, upon paying fees owed under this contract, own the plans, specifications, reports and other documents produced by Professional pursuant to this contract. City will be wholly responsible for and indemnify Professional for any use of the documents except for the project and purpose for which they were produced by Professional and for any changes in these documents.

Suspension of Work. The City may suspend services performed by Professional upon (7) days written notice. Professional shall submit an invoice for services performed up to the effective date of the work suspension and the City shall pay Professional all outstanding invoices within (30) days. If the work suspension exceeds (30) days from the effective work suspension date, Professional shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination. The City or Professional may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Professional shall submit an invoice for services performed up to the effective date of termination and the City shall pay Professional all outstanding invoices, together with all costs arising out of such termination, within (30) days. The City may withhold an amount for services that may be in dispute provided that the City furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

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

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

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

**City of Wyoming**

**Tetra Tech of Michigan, P.C.**

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

By: Michael Jones  
[Signature officer, director or principal of Professional]  
Senior Project Manager  
[Typed/Printed Name & Title of Person Signing for Professional]

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

Date signed: February 5, 2026

Approved as to form: Heather Chapman  
\_\_\_\_\_  
Heather Chapman, Deputy City Attorney

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

These Terms and Conditions apply to this contract. 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. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.

3. Qualifications. Professional represents and promises that:

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

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

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

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

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

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Professional will use language assistance services in communications.

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

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

E. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision.

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

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

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

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

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

7. Payment to Professional.

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

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

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

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



# Schedule of Hourly Rates

Hourly Billing Rates for: City of Wyoming  
 Rates Effective Starting: 1/1/26 - 12/31/26

Personnel	Hourly Rate
<b>Management</b>	
<b>Operations Management</b>	
Principal in Charge	\$395.00
<b>Project and Program Management</b>	
Project Manager 1	\$230.00
Project Manager 2	\$260.00
Sr Project Manager	\$310.00
<b>A/E Services</b>	
<b>Engineers</b>	
Engineer 1	\$125.00
Engineer 2	\$140.00
Engineer 3	\$160.00
Project Engineer 1	\$200.00
Project Engineer 2	\$215.00
Sr Engineer 1	\$255.00
Sr Engineer 2	\$290.00
Sr Engineer 3	\$310.00
<b>Engineering Designers</b>	
Engineering Technician	\$90.00
Engineering Designer 1	\$110.00
Engineering Designer 2	\$130.00
Engineering Designer 3	\$150.00
Sr Eng Designer 1	\$185.00
Sr Eng Designer 2	\$195.00
Sr Eng Designer 3	\$210.00
<b>Information Technology</b>	
Jr Sys Analyst / Programmer	\$130.00
Sys Analyst / Programmer 1	\$150.00
Sys Analyst / Programmer 2	\$195.00
Sys Analyst / Programmer 3	\$215.00
Sr Sys Analyst / Programmer 1	\$255.00
Sr Sys Analyst / Programmer 2	\$280.00
Sr Sys Analyst / Programmer 3	\$310.00
<b>Sci Svcs</b>	
<b>Scientists</b>	
Scientist 1	\$95.00
Scientist 2	\$115.00
Scientist 3	\$140.00
Sr Scientist 1	\$165.00
Sr Scientist 2	\$195.00
Sr Scientist 3	\$250.00



# Schedule of Hourly Rates

Hourly Billing Rates for: City of Wyoming  
 Rates Effective Starting: 1/1/26 - 12/31/26

Personnel	Hourly Rate
<b>Field Services</b>	
<b>Construction Observation</b>	
Construction Project Rep 1	\$130.00
Construction Project Rep 2	\$140.00
Sr Constr Project Rep 1	\$175.00
Sr Constr Project Rep 2	\$230.00
<b>Construction Administration</b>	
Construction Administrator	\$115.00
Sr Construction Administrator	\$140.00
<b>Construction Management</b>	
Construction Manager 1	\$225.00
Construction Manager 2	\$255.00
Sr Construction Manager	\$275.00
<b>Surveying</b>	
Survey Tech 1	\$90.00
Survey Tech 2	\$120.00
Survey Tech 3	\$130.00
Survey Crew Chief	\$145.00
Surveying Specialist	\$165.00
Land Surveyor	\$170.00
Sr Land Surveyor	\$195.00
<b>Technical Services</b>	
<b>Technicians</b>	
Technician 1	\$90.00
Technician 2	\$105.00
Technician 3	\$120.00
Sr Technician 1	\$165.00
Sr Technician 2	\$170.00
Sr Technician 3	\$175.00
<b>Project Support</b>	
<b>Computer Aided Design (CAD)</b>	
CAD Technician 1	\$90.00
CAD Technician 2	\$105.00
CAD Technician 3	\$120.00
CAD Designer	\$135.00
Sr CAD Designer 1	\$170.00
Sr CAD Designer 2	\$190.00
<b>Geographic Information Systems (GIS)</b>	
GIS Analyst 1	\$90.00
GIS Analyst 2	\$120.00
Sr GIS Analyst	\$150.00
GIS Application Developer	\$165.00
Sr GIS Application Developer	\$210.00



# Schedule of Hourly Rates

Hourly Billing Rates for: City of Wyoming  
Rates Effective Starting: 1/1/26 - 12/31/26

Personnel	Hourly Rate
<b>Business Support</b>	
<b>Project Administration</b>	
Project Assistant 1	\$80.00
Project Assistant 2	\$90.00
Project Administrator	\$125.00
Sr Project Administrator	\$140.00
<b>Contracts / Legal</b>	
Contract Administrator	\$110.00
Sr Contract Administrator	\$160.00
<b>Finance / Accounting</b>	
Project Analyst 1	\$110.00
Project Analyst 2	\$140.00
Sr Project Analyst	\$185.00
<b>Graphics</b>	
Graphic Artist	\$165.00
<b>Consulting</b>	
Consultant 1	\$110.00
Consultant 2	\$150.00
Sr Consultant 1	\$190.00
Sr Consultant 2	\$235.00
Sr Consultant 3	\$265.00

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

RESOLUTION TO ACCEPT A PROPOSAL FOR  
UNDERWATER INTAKE INSPECTION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Solomon Diving, Inc. for inspection of the Drinking Water Plant's 66-inch intake pipe, terminal structures, wet wells, and zebra mussel control chemical line in the total amount of \$34,265.50.
2. It is further recommended the City Council authorize a \$10,000.00 contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Solomon Diving, Inc. for underwater intake inspection.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.
4. City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

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: February 16, 2026.

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

ATTACHMENTS:

Staff Report  
Contract/Proposal

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

## **STAFF REPORT**

Date: January 29, 2026  
Subject: Intake Inspection  
From: Dan Kleinheksel, Utility Maintenance Manager  
CC: Aaron Vis, Director of Public Works  
Meeting Date: February 16, 2026

---

### **RECOMMENDATION:**

It is recommended that the City Council accept the proposal from Solomon Diving, Inc. for inspection of the Drinking Water Plant's 66-inch intake pipe, terminal structures, wet wells, and the zebra mussel control chemical line in the amount of \$34,265.50 with a \$10,000 weather delay and minor repair contingency for a total amount not to exceed \$44,265.00.

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

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

### **DISCUSSION:**

The Wyoming Drinking Water Plant relies on water supplied from Lake Michigan through an intake pipeline that extends nearly a mile into the lake, resting on the lakebed approximately 50 feet below the surface. To assess the overall condition of the intake system, annual inspections are conducted on key components including the intake pipeline, two terminal structures, two wet wells and the zebra mussel control chemical line.

Since there is currently no redundant intake pipeline, these annual inspections are critical to maintaining uninterrupted operation. Therefore, the two regional companies qualified to perform such specialized work, Solomon Diving and Underwater Construction, were contacted to submit proposals. Both companies were provided with the same scope of work to ensure a fair and competitive bidding process. Solomon Diving and Underwater Construction both submitted a proposal, and costs are summarized in the following tabulation.

After a thorough review, Solomon Diving's proposal was found to meet the requirements outlined in the scope of work and is the lowest cost. Considering the company successfully conducted previous annual inspections, it is recommended that the City Council accept the proposal from Solomon Diving in the amount of \$34,265.50 with a \$10,000 weather delay and minor repair contingency for a total amount not to exceed \$44,265.00.

**TABULATION:**

<b>Bidder Name</b>	<b>Bid Amount</b>
Solomon Diving, Inc.	\$34,265.50
Underwater Construction	\$34,560.00

**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)**  
**(WITH RFP)**

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

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

Contractor means: Solomon Diving, Inc.  
[Name of contracting entity]  
A Michigan corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
6450 Stadler Rd  
[Contractor's street address]  
Monroe, MI 48162  
[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: January 20, 2026. 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 RFP as modified by the Proposal.

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

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

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

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


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

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

Approved as to form: 

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

### Solomon Diving, Inc.

By:   
[Signature officer, director, or principal of Contractor]  
Bret A. Solomon President  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: JANUARY 16, 2026

**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 RFP or 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 the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this Contract. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.

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>. It is updated at least annually.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

B. Payments to Contractor will be made in accordance with the RFP. 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 §17. 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 RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

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

B. Specifications in RFP 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 RFP or 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 RFP 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. Unless otherwise provided in the RFP, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

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

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

**19. General Terms.**

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

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

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

**20. Signage Prohibited.**

City resources are not used to promote persons, products, non-city services, political candidates or propositions, religious views, non-city events, or matters. While Contractor is acting as an agent for City under this Contract, Contractor may display Contractor's name, logo and other information identifying Contractor and subcontractors and providing contact information on vehicles, equipment, and materials on the jobsite. However, Contractor shall not display advertising signage, for sale signage, advertisements for others, promotional materials, political signage, or other messaging of any kind while on any city property, working within city right-of-way, or engaged in other activities for City under this contract. A sign with the name of the project and/or the names and/or logos of the contractor(s), subcontractor(s), design professional(s), funding sources, expected completion date, and other project information is permitted.

**EXHIBIT B**  
**RFP**

## City of Wyoming - Diving Services Request for Proposal

### Drinking Water Plant Intake Inspection 2026

The City of Wyoming is requesting proposals for the 2026 inspection and assessment of the overall condition of the Low Service 66" intake system including two cribs, chemical feed line, two chemical diffusers, wet wells, pumps, and sluice gates. Proposals are to be submitted to [Dan.Kleinheksel@WyomingMI.gov](mailto:Dan.Kleinheksel@WyomingMI.gov) no later than Tuesday, January 13, 2026.

#### General Requirements

1. All operations must comply with:
  - OSHA Commercial Diving Rules and Regulations (29 CFR 1910 Subpart T)
  - Association of Diving Contractors International (ADCI) Consensus Standards for Commercial Diving and Underwater Operations
2. A Remotely Operated Vehicle (ROV) may be used for tunnel inspection. All other inspections must be conducted by a qualified diver using an Outland Technologies Underwater Camera system to provide color video documentation.
3. Upon completion, the contractor shall provide the City of Wyoming Drinking Water Plant with:
  - A comprehensive written report
  - Digital video recordings of all inspections
4. The project must be completed (weather dependent) prior to May 15, 2026. Work is preferred to be scheduled Monday through Thursday.
5. GPS coordinates for the Lake Michigan intake structures will be provided to the awarded contractor upon request.

#### Scope of Work

##### Lake Inspections

1. Diver inspection of the interior and exterior of both the North and South intake cribs.
2. Diver inspection of the lateral connection between the North and South intake cribs.

3. Diver inspection and verification that crib access hatches are securely closed upon completion.
4. General condition assessment of the 3" chemical feed line, including:
  - Piping
  - Hardware
  - Brackets
  - Diffusers
5. Documentation of zebra mussel growth and accumulation on all relevant structures and components.

#### Shore Inspections

1. Interior Tunnel Inspection
  - Full inspection of the 4,400-foot, 66" diameter pipeline.
  - General condition assessment including:
    1. Pipeline construction joints
    2. Debris accumulation
    3. Chemical feed line orientation and mounting hardware.
  - Measurement of joint locations up to 100 feet from the Low Service Pump Station to support planning for a future second intake project.
  - North and South Wet Wells
    1. Inspection of both wet wells within the Low Service Pump Station.
    2. Inspection of sluice gates, guides, stems, and associated hardware.
    3. Cleaning and inspection of sluice gate tracks.
    4. Evaluation of the exterior condition and coatings of six pumps and pump baskets.
    5. Documentation of debris accumulation.
  - Center Wet Well
    1. Inspection of the center wet well and intake pipe.
    2. Inspection of north and south basket screen guiderails, plate steel, and associated hardware.
    3. Documentation of debris accumulation.

**EXHIBIT C  
PROPOSAL**



*Complete Underwater Service/Specialists*

City of Wyoming WTP  
16700 New Holland Ave.  
Holland, MI 48424

January 12, 2026

Page 1 of 2

Attn: Dan Kleinheksel

This is a proposal for the services of Solomon Diving, Inc. to Dan Kleinheksel of the City of Wyoming WTP for underwater inspection and service with video documentation to the raw water intake system located in Holland, MI as requested in the RFP received on 12-17-25.

Solomon Diving, Inc. will provide a multi-member dive team and all necessary dive equipment utilizing surface supplied air systems with voice communications in compliance with OSHA, MIOSHA, ADICI, and Solomon Diving, Inc. standards to perform this project.

Per this proposal, Solomon Diving, Inc. will inspect the interior and exterior of the North and South offshore intake cribs including the lateral between them, inspect and assess the chemical feed line and diffuser system along with Zebra Mussel growth and accumulation in the aforementioned locations, will inspect the interior of the 4,400 ft. of the raw water intake conduit utilizing an ROV provided by others, will inspect the North and South sluice gates, guides stems, and associated hardware in the wet well, will clean and inspect the North and South sluice gate tracks in the wet well, inspect the exterior of the pumps and pump baskets for condition, and inspect the north and south wet wells in the low service pump station.

The inspection and cleaning within the wet well will be performed simultaneously with the ROV inspection.

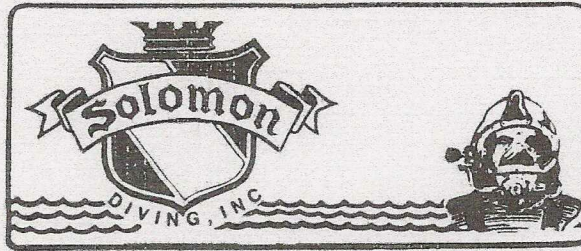
**Performance Criteria:** Should this proposal be approved and to meet the completion date deadline of May 15, 2026, this project will be scheduled to commence on May 1, 2026. A standby / blowday charge of \$3,150.00 per day will be incurred if work cannot be performed due to circumstances beyond the control of Solomon Diving, Inc.

This work as proposed is to be performed concurrently so as to utilize one (1) Mob/Demob.

Solomon Diving, Inc. will request of the owner and/or their representatives to provide the necessary lockout/tagout as needed.

(Continued on Page 2)

**ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.**



*Complete Underwater Service/Specialists*

City of Wyoming WTP  
16700 New Holland Ave.  
Holland, MI 48424

January 12, 2026

Page 2 of 2

Attn: Dan Kleinheksel

(Continued from Page 1)

This is a proposal for the services of Solomon Diving, Inc. to Dan Kleinheksel of the City of Wyoming WTP for underwater inspection and service with video documentation to the raw water intake system located in Holland, MI as requested in the RFP received on 12-17-25.

Amount as Proposed including Per Diem for the shore well  
Inspection and ROV inspection \$24,375.50

ROV Standby Rate @ \$5,135.00 per day = Cost + 10%  
(\$5,135.00 + \$513.50) If Needed

ROV Additional Operations Rate @ \$7,600.00 per day = Cost + 10%  
(\$7,600.00 + \$760.00) If Needed

Amount as Proposed per 8-hour workday, Monday thru Friday,  
including Per Diem for the offshore inspection of the interior and  
exterior of the north and south intake cribs including the  
interconnecting lateral \$ 6,550.00

Mobilization / Demobilization per occurrence \$ 3,340.00

Thank You.

Sincerely,

Bret A. Solomon, President  
Solomon Diving, Inc.  
6450 Stadler Road  
Monroe, MI 48162  
734-242-4777

[www.solomondiving.com](http://www.solomondiving.com)

\*Prevailing wage rates are not represented in this proposal.

\*\*This proposal is valid for 30 calendar days from this date.

\*\*\*Payment Due Upon Invoice Receipt.

\*\*\*\*Accounts not paid within 30 calendar days of the invoice date will be charged a \$25.00 fee and 1 ½% interest compounded monthly.

**ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND  
WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.**

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

RESOLUTION TO ACCEPT A PROPOSAL FOR  
BIOSOLIDS AND NUTRIENT REMOVAL RESILIENCY EVALUATION  
AT THE WASTEWATER TREATMENT PLANT (WWTP)

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Donohue & Associates to evaluate various sludge and nutrient processing strategies at the WWTP in the total amount of \$171,040.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Donohue & Associates for biosolids and nutrient removal resiliency evaluation at the WWTP.
2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 16, 2026.

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

ATTACHMENTS:

Staff Report  
Contract/Proposal

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

## **STAFF REPORT**

Date: January 15, 2026

Subject: Biosolids and Nutrient Removal Resiliency Evaluation

From: Jon Burke, WWTP Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: February 16, 2026

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### **RECOMMENDATION:**

It is recommended that the City approve a contract with Donohue & Associates to evaluate various sludge and nutrient processing strategies at the WWTP, as detailed in the attached proposal at a cost of \$171,040.00.

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

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

### **DISCUSSION:**

The recent completion of the digester/dryer feasibility study concluded that further partnership with the City of Grand Rapids, through the Grand Valley Regional Biosolids Authority (GVRBA), was the most cost-effective long-term strategy for managing the City's biosolids. The City recently implemented a sludge processing arrangement with the City of Grand Rapids on a trial basis to determine if the existing digestion process at the City of Grand Rapids could effectively handle the City's sludge and further the GVRBA partnership. Given this, it is now prudent to investigate the next steps to efficiently and cost effectively process sludge at the WWTP itself in preparation for the future. This investigation is formally laid out in the attached proposal from Donohue & Associates (Donohue) and provided in summary below.

Recently, the WWTP initiated an effort to replace the screening mechanisms in the headworks building. This effort protects WWTP equipment and processes, but it does not (nor was it intended to) screen to a level that is needed to protect sensitive digestion or sludge drying equipment that is likely to follow in a future project either at the WWTP or the City of Grand Rapids. As part of the attached contract, Donohue will evaluate sludge screening options and provide cost estimates.

In 2017, a new centrifuge for thickening waste activated sludge was installed. Purchase of a second unit was delayed until a long-term sludge processing plan was determined. With that now clearer, the second part of the attached contract will include Donohue evaluating this waste activated sludge thickening process to determine what type of thickening will be needed in the future.

Since the reliance on the sludge pumping pipeline to the City of Grand Rapids and the GVRBA is likely to be much higher in the future, it is important to assess the current state of the pumping equipment as well as the pipeline itself to make sure that everything is in good condition and can handle increased flows. The third component of the Donohue proposal includes evaluating this pipeline to ensure that it has the necessary capacity and provides redundancy.

The final piece to the proposal involves an investigation into nutrient management. The current process of intentionally fermenting primary sludge to assist with biological phosphorus removal can not only have an impact on the amount of sludge produced but also impacts the efficiency and capacity needs of digestion and future drying equipment. The proposal from Donohue involves modeling alternative methods to produce the needed volatile fatty acid content without using the current fermentation option. It will also consider treating nutrients that may be returned to the WWTP because of continuously pumping sludge to the City of Grand Rapids. The overall goal of this aspect of the proposal is to determine if better nutrient management can reduce the amount of overall sludge produced, which will in turn reduce biosolids disposal costs and capital investments.

As a whole, the proposal will provide additional direction and cost estimates for future biosolids capital projects as they relate to a continued partnership with the City of Grand Rapids and the GVRBA. Donohue was asked for a proposal on this project because they completed the dryer study for the GVRBA as well as the digester/dryer feasibility study for Wyoming. They were also the engineers for the WWTP centrifuge project in 2017. Because of this historical work, they already have most of the needed information for this evaluation, which will result in a shorter and more efficient project completion. Their proposal is broken down into four phases with an overall total of \$171,040.00.

**BUDGET IMPACT:**

Funding for this is available in the FY26 annual budget, capital outlay account 590-536-54400-986.444.



ENGINEERING SERVICES AGREEMENT

City of Wyoming
Biosolids and Nutrient Removal Resiliency Evaluation (Project)

This Agreement is by and between:

City of Wyoming (Owner)
Wastewater Treatment Plant
2350 Ivanrest Avenue SW
Wyoming, MI, 49418

and

Donohue & Associates, Inc. (Donohue)
3033 Orchard Vista Drive SE, Suite 105
Grand Rapids, Mi, Zip 49546

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Greg Stremers, City Attorney

APPROVED FOR DONOHUE

By: \_\_\_\_\_ [Signature] \_\_\_\_\_

Printed Name: Mike W. Gerbitz

Title: Senior Vice President

Date: \_\_\_\_\_

Michael W. Gerbitz
2026.01.27 16:27:45-06'00'

PART I  
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Owner operates the Wyoming Wastewater Treatment Plant (WWTP), which generates primary sludge (PSD) from primary clarification and waste activated sludge (WAS) from an enhanced biological phosphorus removal (EBPR) activated sludge system. The Owner intends to transition its current biosolids handling and disposal approach to a new strategy in which all PSD and WAS produced at the WWTP are pumped to the City of Grand Rapids for digestion and final disposal or reuse.

The purpose of this Project is to evaluate potential WWTP modifications that would either (1) strengthen the reliability and resiliency of this new biosolids management strategy, or (2) improve WWTP performance and operational efficiency once the strategy is in place. The evaluation will consider modifications within the four categories listed below.

1. Sludge Screening – This Project will evaluate alternatives to screen and remove debris from either the PSD stream alone or the combined PSD + WAS stream. The evaluation will include flow schematics, preliminary layout drawings, capital and annual cost opinions, and an assessment of non-economic factors, including key advantages and disadvantages. Donohue intends to provide up to three alternative evaluations based on initial conversations with the Owner.
2. WAS Thickening – The WWTP thickens WAS by centrifuge. Only one of the two centrifuges is reliable. Because of the specialized maintenance to repair centrifuges, they can be prone to extended unanticipated downtime. This Project will evaluate WAS thickening technologies and strategies to either supplement or replace the existing WAS thickening centrifuge(s). The evaluation will include flow schematics, preliminary layout drawings, capital and annual cost opinions, and an assessment of non-economic factors, including key advantages and disadvantages. Donohue intends to provide up to two alternative evaluations, one of which will be installation of a second centrifuge.
3. PSD+WAS Pumping to Grand Rapids – The WCWP currently pumps PSD to the Grand Rapids using a dedicated pumping station and two forcemains designed for that purpose. These forcemains operate in an alternating mode, carrying PSD and then “flushing” water. This Project will evaluate the capacity and redundancy of the existing pumping station and forcemains when conveying all PSD and WAS from the WWTP to Grand Rapids. If either capacity or redundancy is found to be insufficient, this Project will evaluate strategies to provide the necessary capacity and desired redundancy. The evaluation will include flow schematics, preliminary layout drawings, capital and annual cost opinions, and an assessment of non-economic factors, including key advantages and disadvantages.

4. Nutrient Management and Effluent Quality – The WWTP employs an EBPR activated sludge process; however, EBPR performance has been inconsistent and generally underwhelming. To bolster performance, the Owner has intentionally maintained thick PSD blankets in the primary clarifiers to promote volatile fatty acid (VFA) production. Although this practice can improve EBPR, it also creates several drawbacks: (1) increased odor generation in the primary clarifiers; (2) reduced primary clarifier BOD removal, resulting in higher BOD loading and energy use in the activated sludge system; and (3) decreased PSD volatile solids content, which reduces biogas production in anaerobic digestion. Even with these measures, the facility still relies on significant metal salt addition to consistently achieve effluent phosphorus limits. This Project will identify and develop strategies to more effectively use the available activated sludge volume to improve both phosphorus removal and mixed liquor settleability within the EBPR system. The evaluation will include nutrient-removal modeling of the activated sludge process. Strategies that modeling identifies as promising will be refined further with flow schematics, preliminary layout drawings, capital and annual cost opinions, and an assessment of non-economic factors, including key advantages and disadvantages. Donohue plans to review up to three strategies.

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

105	<b>Project Initiation Meeting</b>
	<p>Prepare for, conduct, and document a Project initiating meeting with the Owner. Review and discuss project execution and administration protocols as well as Owner experiences, requirements, preferences, and curiosities relevant to the subsequent evaluations.</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>• Workplan</li> <li>• Meeting Notes</li> </ul>
110	<b>Request for Information</b>
	<p>Prepare and submit to the Owner a request for information (RFI). The RFI will request historical wastewater, sludge, and operating data. It may also request other information relevant to the subsequent evaluations, like record drawings, chemical costs, and utility costs.</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>• RFI</li> </ul>
115	<b>Preliminary Analysis</b>
	<p>Conduct an initial, high-level evaluation to identify alternatives that may warrant more detailed analysis. This screening-level assessment will be framed by the Owner's requirements and preferences established during the project initiation meeting. Perform preliminary, high-level nutrient removal modeling. Prepare a presentation slide deck that describes and illustrates each alternative and summarizes its initially perceived advantages and disadvantages. The slide deck will serve as the basis for review and discussion during the subsequent Workshop.</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>• Analysis Slide Deck</li> </ul>

120	Alternative Screening Workshop
	<p>Prepare for, conduct, and document a collaborative workshop to review and discuss candidate alternatives. The purpose of this workshop is to determine which alternatives merit detailed evaluation.</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>• Workshop Materials</li> <li>• Meeting Notes</li> </ul>
125	Detailed Analysis
	<p>Conduct a detailed analysis of the alternatives advanced from the preceding Workshop. Produce schematics, preliminary layout drawings, capital and annual cost opinions, and a summary of the key advantages and disadvantages associated for each alternative. Where warranted, perform more extensive nutrient-removal modeling. Prepare a presentation slide deck summarizing the analysis. The slide deck will serve as the basis for review and discussion during the subsequent Workshop.</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>• Analysis Slide Deck</li> </ul>
130	Detailed Alternatives Analysis Workshop
	<p>Prepare for, conduct, and document a collaborative workshop to review and discuss the findings from the detailed alternatives analysis. The purpose of this workshop is to identify the Owner-preferred alternatives.</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>• Workshop Materials</li> <li>• Meeting Notes</li> </ul>
135	Report
	<p>Prepare and submit to the Owner a draft report documenting the analysis. The report will describe each alternative and present schematics, preliminary layout drawings, capital and annual cost opinions, and a summary of the key advantages and disadvantages. Produce a final report that addresses Owner comments.</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>• Draft Report</li> <li>• Final Report</li> </ul>

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon receiving an executed Agreement.
2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to Owner the final report.

PART II  
OWNER RESPONSIBILITIES

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
  2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
  3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
  4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
  5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
  6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III  
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be a lump sum of \$ 171,040.00.
- B. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

## PART IV - STANDARD TERMS AND CONDITIONS CITY OF WYOMING, MICHIGAN

**1. STANDARD OF CARE.** Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

**2. CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

**3. HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

**4. SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

**5. DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

**6. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days' written notice to the other party. Owner shall pay Donohue for all Services based on Donohue's standard hourly rates and pay for expenses incurred in accordance with Donohue's standard practice for billing for expenses. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving 7 days' written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance under this Agreement if the defaulting party commences to cure such default within the 7-day notice period and completes such cure within a reasonable period of time.

**7. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

**8. RELATIONSHIP TO CONTRACTORS.** Donohue shall serve as Owner's professional representative for the Services and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

**9. CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

**10. BETTERMENT.** If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**11. INSURANCE.** Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Workers' Disability Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue will provide Owner with copies of certificates of insurance and policies of insurance upon request. For projects involving construction, Owner will contractually require contractor to obtain and maintain builder's risk and other insurance relating to the project as is customarily provided by contractors on similar projects which insurance shall name Owner and Donohue as insureds or additional insureds and certificate holders. Donohue's coverage provided in the first sentence of this paragraph shall be excess over the contractor's primary coverage.

**INDEMNIFICATION.** To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments

are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

**12. LIMITATIONS OF LIABILITY.** No owner, shareholder, principal, employee, or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by law, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

**13. NONDISCRIMINATION AND RESPECT.** Owner is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all its programs, benefits, and actions, including Owner professional service contracts. Accordingly:

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

B. Donohue will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, and all rules, regulations and orders issued pursuant to those statutes.

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

D. Donohue will include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this section is a material breach of contract that can result in (i) withholding payments to Donohue, (ii) termination, or suspension of this Agreement, in whole or in part, and (iii) Donohue's ineligibility for future Owner contracts.

**14. ETHICAL STANDARDS.** Donohue and its personnel have not engaged in and will refrain from: (i) attempting or appearing to influence Owner's elected or appointed officers or employees by a direct or indirect offer of anything of value; or (ii) paying or agreeing to pay a person, other than Donohue personnel, any consideration contingent upon award of this Agreement. To the best of Donohue's knowledge, none of Donohue's personnel is a spouse, parent, child, grandchild, or sibling of Owner's mayor, a city council member, or other Owner officer or board/commission member except as already disclosed in writing to Owner. Donohue will promptly inform Owner of any change in this circumstance.

**15. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** Upon payment to Donohue as provided by this Agreement, all documents and other deliverables, whether in paper or electronic form, prepared by Donohue in connection services provided pursuant to this Agreement shall be the property of Owner. Owner shall hold Donohue and Donohue's principals, directors, officers, and employees harmless from, indemnify them for and defend them against any demands, claims, lawsuits, investigations, administrative proceedings, judgments, or awards arising from (i) any modification of those documents or deliverables by Owner or Owner's officers, employees or agents, without Donohue's prior written consent or (ii) any use of such documents and deliverables for any project other than the project that is the subject of this Agreement.

**16. ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

**17. RECORDS RETENTION.** Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

**18. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**19. SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement

cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

**20. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

**21. STATUTE OF LIMITATION.** The statute of limitations applicable to any cause of action under this Agreement shall be the statute of limitations in effect in the state of Michigan for such cause of action without applying any conflict of laws or provisions.

**22. DISPUTE RESOLUTION.** Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

**23. CONTROLLING LAW.** This Agreement is governed by the laws of Michigan.

**24. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**25. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**26. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**27. SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

*Rev. August 2023*

Labor Fee Summary by Phase

Project Roles Team Members	PM	Process	Process	QC	Civil	Modeling	Modeling
	Bates	Heisel	Stephens	Montemayor	Styf	Sheehan	Marten
Sludge Screening	\$7,480	\$19,380	\$19,800	\$1,640	\$0	\$0	\$0
WAS Thickening	\$3,520	\$6,120	\$7,920	\$1,640	\$0	\$0	\$0
PSD+WAS Pumping to Grand Rapids	\$5,280	\$10,200	\$10,230	\$1,640	\$11,100	\$0	\$0
Nutrient Management and Effluent Quality	\$6,160	\$14,280	\$0	\$0	\$0	\$29,700	\$13,750
<b>Totals</b>	<b>\$22,440</b>	<b>\$49,980</b>	<b>\$37,950</b>	<b>\$4,920</b>	<b>\$11,100</b>	<b>\$29,700</b>	<b>\$13,750</b>

Total Labor Hours and Fee Summary

Labor Hours	Labor Fee	Total Fee
238	\$48,300	\$49,500
96	\$19,200	\$19,200
194	\$38,450	\$38,450
314	\$63,890	\$63,890
<b>842</b>	<b>\$169,840</b>	<b>\$171,040</b>

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

RESOLUTION TO AWARD A BID FOR THE  
2026 BOONE AVENUE WATERMAIN REPLACEMENT PROJECT

WHEREAS:

1. As detailed in the attached staff report, the City accepted bids for the 2026 Boone Avenue (36<sup>th</sup> Street to Lacrosse Street) Watermain Replacement Project.
2. It is recommended City Council accept the bid from Wyoming Excavators, Inc. in the total estimated amount of \$1,564,459.00.
3. It is also recommended City Council authorize a contingency in the amount of \$65,541.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the bid from Wyoming Excavators, Inc.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager and City Clerk 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: February 16, 2026.

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

ATTACHMENTS:

Staff Report  
Contract

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

**STAFF REPORT**

Date: February 3, 2026  
 Subject: 2026 Boone Avenue Watermain Replacement – Award of Bid  
 From: Jeffrey Oonk, City Engineer  
 CC: Aaron Vis, Director of Public Works  
 Meeting Date: February 16, 2026

---

**RECOMMENDATION:**

It is recommended the City Council award the 2026 Boone Avenue (36<sup>th</sup> Street to Lacrosse Street) Watermain Replacement Project to Wyoming Excavators, Inc. in the amount of \$1,564,459.00 and approve a contingency of \$65,541.00 for a total of \$1,630,000.00.

**ALIGNMENT WITH STRATEGIC PLAN:**

- Pillar 3 – Stewardship  
     Goal 3 – Improve city infrastructure and service reliability

**DISCUSSION:**

The City received four (4) bids for the 2026 Boone Avenue (36<sup>th</sup> Street to Lacrosse Street) Watermain Replacement Project. The low bid was submitted by Wyoming Excavators, Inc. in the amount of \$1,564,459.00, which is 9.4% above the engineer’s estimate of \$1,430,157.75.

The existing watermain in Boone Avenue was constructed in the 1960s and has reached the end of its useful life. This project also includes replacement of the watermain in Oakcrest Street, which is a short cul-de-sac off Boone Avenue with an aging watermain.

**TABULATION:**

Rank	Vendor	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$1,430,157.75	-8.58%	0.00%
1	(01393) Wyoming Excavators, Inc.	\$1,564,459.00	0.00%	9.39%
2	(07852) Georgetown Construction Company	\$1,699,409.00	8.62%	18.82%
3	(02499) Schippers Excavating, Inc.	\$1,725,828.50	10.31%	20.67%
4	(_00220) MONTGOMERY EXCAVATING	\$1,738,990.50	11.15%	21.59%

**BUDGET IMPACT:**

Sufficient funds are available in the Water Fund Account No. 591-441-57300-972.573

Construction Contract	\$1,564,459.00
Engineering and Testing	75,000.00
Contingency	<u>65,541.00</u>
Total Project Cost	\$1,705,000.00



# CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance, and other required documents, the City Mayor, Clerk and City Attorney will sign this contract form. A copy will be provided to Contractor.

## City Standard Contract for Boone 2026 Water Main

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

"Contractor" means:

LEGAL NAME OF COMPANY		
<u>Wyoming Excavators, Inc</u>		
BUSINESS NAME /D.B.A., IF DIFFERENT FROM ABOVE		
FORM OF BUSINESS & STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation & the state in which it was formed		
<u>Corporation, Michigan</u>		
ADDRESS		
<u>1500 S Mile Rd NE</u>		
CITY	STATE	ZIP CODE
<u>Ada</u>	<u>Mi</u>	<u>49301</u>

"Effective Date" means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

### Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:  
None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.


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

### City of Wyoming

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

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

Date signed: \_\_\_\_\_, 202\_

Approved as to form:   
\_\_\_\_\_  
Gregory T. Stremers, City Attorney

### Contractor:

Wyoming Excavators  
\_\_\_\_\_  
[Type or print Contractor's name]

By:   
\_\_\_\_\_  
Signature for bidder

Nathan R Post  
\_\_\_\_\_  
Printed name of person signing for bidder

Vice President  
\_\_\_\_\_  
Title of person signing for bidder

Date signed: 2/3/, 2026

# CITY OF WYOMING

## REQUEST FOR BIDS

The City of Wyoming, Michigan is requesting bids for the services or project generally referred to as:

### **2026 Boone Watermain**

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

Specifications and Bidding Documents shall be issued only to Bidders who have been qualified by the City of Wyoming. A Bidder who has not been pre-qualified shall submit the required pre-qualification information at least seven (7) days prior to the date bids are due. The Engineering Department will have the bid specifications available to only pre-qualified bidders on January 13, 2026.

#### **Due Date and Time**

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

Due date and time: Tuesday, February 3, 2026, 11:00 A.M., local time

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

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

All bids must include the fully signed Bid Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: **"2026 Boone Watermain"**

Bidders are solely responsible for ensuring delivery by the required date and time. Any bid, even if in route by U.S. mail or by courier service, or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the above specified due date and time, will not be opened and will be returned to the bidder.

**Bids will not be accepted by e-mail or other form of electronic delivery.**

Bids received will be publicly opened and read immediately following the receiving date/time specified above.

#### **Pre-Bid Meeting**

**A pre-bid meeting will be held.**

Location of pre-bid meeting will be: Online via Microsoft Teams, or in person at City of Wyoming Engineering, 2660 Burlingame, Wyoming, MI 49509.

**Date and time of pre-bid meeting is:** January 15, 2026 at 1:00 PM.

#### **Questions, Interpretations and Addenda**

Questions about or requests for interpretation of this request for bids, any of the plans and specifications, or any bid requirements may be directed via e-mail to [eng\\_info@wyomingmi.gov](mailto:eng_info@wyomingmi.gov). No questions or interpretations will be issued later than January 29, 2026. Questions will not be answered by phone or in other oral communication. Addendums, answers to questions or interpretations that may be of general interest to all Bidders will be emailed to all that received the bid. Information on all changes, addendums, answers to questions or interpretations will also be available at the City's Engineering Department, 2660 Burlingame Ave SW, Wyoming, MI 49509.

It is the Bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the specifications and all Bidders shall be bound by such changes or addenda.

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## GENERAL BID INFORMATION

Bidders shall familiarize themselves with this bid document, standard terms and conditions, plans, specifications (including any issued addenda and interpretations), the work required, and site conditions prior to submitting its bid to ensure the fulfillment of the intent of the bid and contract documents.

### **Bid Requirements**

All bids shall remain valid for at least 90 days after submission.

Any bidder may withdraw his/her bid at any time prior to the scheduled time for the bid opening.

All bidders are responsible for the following in preparing and submitting a bid:

1. Reviewing and being familiar with this request for bid and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids will be posted on the City's website when issued. No addenda or interpretations will be issued later than 24 hours before the due date for bids.
2. Reviewing the plans and specifications to determine if due to funding requirements, Davis-Bacon Act or other prevailing wage requirements, low- and moderate-income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid, the bidder accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred in this bid document are for reference only and need not be returned with the bid. They will, however, be part of the contract documents.

### **Bid Opening and Tabulation**

Bids will be publicly opened and read immediately following the due date and time stated on page 1 of this bid document. Bids will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

Results of the bid openings are generally available on the City's website [www.wyomingmi.gov](http://www.wyomingmi.gov) within 2-3 business days after scheduled bid opening.

### **City's Reservation of Rights**

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the bidder/contractor to comply with the specifications,
2. Reject any or all bids,
3. Waive any irregularities, nonconformities or technicalities of any bid,
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved using quoted unit prices,
5. Review the experience, qualifications, and other information about any bidder and any identified subcontractor(s) and consultant(s) submitted as part of the bid,

6. Make inquiries of others about, or investigate any bidder, any identified subcontractor(s) or consultant(s), and any of their personnel,
7. Require background checks of the personnel of any bidder or identified subcontractor or consultant of any bidder to be undertaken at the expense of the bidder,
8. Negotiate with one or more selected bidder(s), and
9. Award the contract in a manner and to such bidder as deemed to be in the best interest of the City.

### **General Description of Consideration Process**

Consideration of bids typically involves (i) review and tabulation of the bids and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom bidders have previously worked, (v) recommendation by the City Manager or the City Manager's designee (often a department director) to the City Council, (vi) finalization of contract documents with and the signature(s) of the recommended bidder, and (vii) City Council award of the contract. The City is not obligated to follow and may deviate from this typical process as deemed in the best interest of the City.

### **Consideration Factors**

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

## CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to any contract awarded pursuant to this request for bids. By submitting a signed bid, the bidder is attesting it complies with and promises it will comply with these Standard Terms and Conditions, except to the extent the contractor's bid identifies any specification, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified and proposes specific modifications.

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

1. Legal Compliance. Contractor, all Contractor's subcontractors, all Contractor's suppliers, all Contractor's consultants, and all of their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules and regulations.
2. Permits and Inspections. Unless the plans and specifications or the submitted bid state otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the Work under the contract and shall furnish copies of those licenses and permits to the City prior to commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed or is otherwise familiar with the grant requirements and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract. **NO GRANT FUNDS ARE USED IN THIS CONTRACT.**
4. Qualifications. Contractor represents and promises that:
  - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and must maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply the materials required by this contract.
  - B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracts by any federal department or agency; (ii) have within the last 3-years been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or criminally charged by a governmental entity with committing any of the offenses listed in this certification; or (iv) has within the last 3-years had one or more public contracts terminated for cause or default.
  - C. If the contract is for a Community Development Block Grant (CDBG) or other federal and/or state funded project, Contractor and subcontractors are not listed on the United States Department of Housing and Urban Development (HUD) listing of debarred and suspended participants. **NO CDBG FUNDS ARE USED IN THIS CONTRACT.**
  - D. Contractor and any subcontractor will register on the Federal SAM Registry available at: <https://usfcr.com>.
  - E. Contractor and any subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

- F. Neither Contractor nor any subcontractor is an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.
  - G. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.
5. 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) any act that creates an appearance of impropriety with respect to the award or performance of this contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.
  - B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its bid.
  - C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made except in accordance with the City Manager’s prior written approval.

8. Payment to Contractor.
  - A. Contractor and all its subcontractors, suppliers and consultants shall, before beginning the Work, complete and return by email to the Engineering Department at [eng\\_info@wyomingmi.gov](mailto:eng_info@wyomingmi.gov) an IRS W-9 form (available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>).
  - B. Payments to Contractor will be made bi-weekly in accordance with the contract and specifications. A retainer of 5% will be held from each bi-weekly payment and will be paid out at contract completion.
  - C. Payment disputes will be resolved as provided in the contract. If no other provisions apply, the City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any such action.
10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications or contract for call for the use, installation or acquisition for City use of materials, equipment, supplies or other items:
  - A. Unless otherwise stated in the plans, specifications or proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
  - B. Specifications in this request for bids are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.
  - C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.
  - D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer, or any items provided or installed under the contract and shall ensure any warranties for such items are held by or assigned to the City.
  - E. If quantities are listed in this request for bids, the quantities are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.
  - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
  - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the Work and cleanup and remove of all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state otherwise, Contractor shall restore, without expense to the City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, the City may, after 48-hours' notice

to Contractor, make such restoration, and deduct the cost the City incurs to do so from any amounts due Contractor.

12. Access to Work. City personnel, the City's design professional(s), and City representatives must always have access to all parts of the work and will be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. Taxes. The City is generally exempt from federal and state taxes, including state sales and use taxes, and a copy of its certificate of tax exemption can be requested by contacting the City Finance Department.
  - A. Quotations must be separated to show the amount to be added for taxes of any kind if applicable.
  - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
  - C. On construction projects state sales taxes are applicable on materials only.
14. Records. Because the City is a public entity and because it receives funds from other governmental agencies: (i) the City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that the City disclose to those requesting them copies of all requested documents relating to the bid and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all Work under the contract for at least 6 years after completion of this contract. Contractor shall, within 2 City business days of any City request, allow inspection, auditing and copying of all retained records.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
  - A. No right or duty of Contractor under this contract may be assigned or delegated without the City's prior written consent.
  - B. The contract will be binding on Contractor's successors and permitted assigns.
  - C. No other individuals or entities are intended to be beneficiaries of the contract.
16. Independent Contractor. Contractor and all Contractor's subcontractors and consultants are wholly independent of the City and none of any of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel and is also responsible for the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, the City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract documents otherwise provide, the following applies to any dispute about the bid, contract award, or this contract:
  - A. In case of Contractor's default, the City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances the City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.
  - B. Before filing any lawsuit, a party shall first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
  - C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.

- D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. By submitting a bid a bidder is agreeing to this jurisdiction and venue.
- E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

18. General Terms.

- A. These terms and conditions may not be amended or modified except in writing signed by Contractor and the City. These terms and conditions shall not be affected by any course of dealing.
- B. The captions are for reference and will not affect the interpretation of these terms and conditions.
- C. The contract is made in Kent County, Michigan.
- D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- E. Reference to any City officer includes that City officer's designee(s).

## **SURETIES, BONDS, LETTERS OF CREDIT AND LIENS**

### **Bid Surety**

All proposals greater than \$100,000 must be accompanied by the bid bond, deposit of cash, certified check, bank cashier's or bank official's check, drawn on a solvent bank payable to the Treasurer of the City of Wyoming, as a guarantee that if the bid is accepted, a contract will be entered into. Bid surety to equal 5% of the amount of the Bid.

The bid bond should be executed by an authorized surety, guaranty, or trust company.

If corporate surety is given, the surety or guaranty company should indicate the bond in the State in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond, should accompany the Bid Document unless the certificate is on file in the City Purchasing Department.

The surety signature should be witnessed.

### **Performance Bond**

For proposals greater than \$50,000, the successful bidder shall furnish a performance bond or other surety in a form acceptable to the City Attorney. If not using performance bond, surety shall be provided by an irrevocable standby letter of credit or a check payable to the "City of Wyoming". All must be in the full amount of the contract price as stated in the bid. If a certified check is used, it will be deposited in a non-interest bearing account and will be held until the project is fully complete as provided in the Contract. If bond forms are provided in the request for bids, plans or specifications, those bid forms are to be used. If none is provided, AIA or EJCDC forms may be used.

### **Payment Bond**

For proposals greater than \$50,000, the successful bidder shall furnish a payment bond. In lieu of a payment bond, bidder may provide a certified check payable to the "City of Wyoming" equaling the amount of the bid price. If a certified check is used, it will be deposited in a non-interest bearing account and will be held until the project is fully complete as provided in the Contract. If bond forms are provided in the request for bids, plans or specifications, those bid forms are to be used. If none is provided, AIA or EJCDC forms may be used.

### **Letter of Credit**

A letter of credit is not required for this project.

### **No Liens**

Under Michigan law, construction liens may not be placed on public projects or the property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If any subcontractor, supplier or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take any steps needed to secure the release of that lien and Contractor will indemnify the City for any costs the City incurs to secure the release of that lien.

## RISK ALLOCATION AND INSURANCE

### Risk Allocation

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

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

### Insurance

Contractors performing work on City property or public right-of-way for the City shall provide the City with copies of all certificates of insurance, policies and endorsements evidencing the coverage and coverage provisions identified below.

1. Contractors shall also provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
2. All insurance carriers shall be "A" rated by the A.M. Best Company.
3. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.
4. The Contractor shall, as part of the insurance coverage to be furnished, include specific coverage, by endorsement in the aforesaid amount for the so-called Explosion, Collapse, and Underground Hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to building or adjacent structures arising from excavation or tunneling, and damage sustained by wires, conduits, mains and the like, occasioned by the Contractor's subsurface operation.
5. All policies shall provide the following notification of cancellation or material change:  
It is understood and agreed that 30-days, 10-days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Wyoming - Engineering, 2660 Burlingame Ave SW, Wyoming, MI 49509.
6. If any of the insurance is canceled, the Contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
7. If the following chart states that additional insureds have to be named for any of the listed types of insurance, certificates of insurance and all needed endorsements for that insurance shall provide the following are covered:
  - A. City of Wyoming,
  - B. Authorities created by the City of Wyoming,
  - C. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
8. If additional insureds have to be named, the following shall apply:
  - A. Coverage afforded to the required insureds or additional insured shall be primary and non-contributory and any other insurance or coverage of the City's that may be in effect shall be secondary and/or excess.
  - B. A waiver of subrogation shall be included in favor of the Additional Insureds.

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

Required Limits	Additional Requirements
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Shall include an endorsement, including ongoing and products-completed operations (CG 2010 and CG 2037 or equivalent) <u><b>Additional Insureds are required.</b></u>
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence \$2,000,000 per accident, <u>or</u> \$2,000,000 Combined Single Limit, ea. accident	<u><b>Additional Insureds are required.</b></u>
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE</b>	
Minimal Limits: \$500,000 each accident \$500,000 Disease, each employee \$500,000 Disease – policy limit	Coverage shall be in accordance with all applicable Michigan statutes. Except where prohibited by law, waiver of subrogation is required covering the following: A. City of Wyoming B. Authorities created by the City of Wyoming, G. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
<b>EXCESS/UMBRELLA INSURANCE</b>	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). <u><b>Additional Insureds are required.</b></u>
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$ <u>  0  </u> .	The City of Wyoming shall be "Named Insured" on said coverage. A 30-day, 10-day for non-payment of premium, notice of cancellation shall be endorsed onto this policy.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$1,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. <u><b>Additional Insureds are required.</b></u>
<b>PROFESSIONAL LIABILITY</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$ <u>  0  </u> .	If this policy is claims made form, then Contractor keep the policy in force, or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
Full project 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER  ABC Insurance Agency 123 Main Street City, State, Zip	CONTACT NAME: John Smith	PHONE (A/C, No, Ext): 555-555-1234	FAX (A/C, No): 555-555-5678
	E-MAIL ADDRESS: johnsmith@johnsmith.com		
INSURED  XYZ Construction Company 456 Main Street City, State, Zip	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ABC Insurance Company		00000
	INSURER B: DEF Insurance Company		00000
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR XCU Included  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	00-00-00-00			EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	00-00-00-00			COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	00-00-00-00		<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Insert Project Name \_\_\_\_\_  
 The following are additional insureds: (i) City of Wyoming, (ii) all authorities, boards and bodies created by the City of Wyoming, (iii) all directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of those entities. For additional insureds this coverage will be primary and any other insurance the covering them will be secondary. Subrogation is waived for all additional insureds. Additional Insured - See Endorsement; Cancellation Notice - See Endorsement; Primary & Non-Contributory - See Endorsement

**CERTIFICATE HOLDER****CANCELLATION**

City of Wyoming Engineering Department 2660 Burlingame Ave., SW Wyoming, MI 49509	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE AGENT SIGNATURE
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ACORD 25 (2016/03)

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## CITY OF WYOMING STANDARD SPECIFICATIONS FOR CONSTRUCTION

The City of Wyoming Engineering Division maintains standard construction specifications that may be referenced throughout this Request for Bids document. These specifications are available online at:

<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>

**These Specifications were updated in early 2026 and should be reviewed prior to bidding.**

# TECHNICAL BID SPECIFICATIONS

## Progress Schedule and Completion Date

Following the award of the Contract by the City, the Contractor shall prepare a detailed Schedule of Operations that shall indicate the sequence of work. The schedule will be submitted to the City for approval.

Start date:	Spring 2026 (OR AS APPROVED BY THE ENGINEER)
Work hours:	Generally, 7:00 a.m. to 5:30 p.m. or as approved by the Engineer. (Noise ordinance restricts work between 10:00 p.m. and 7:00 a.m.)
No work on:	SUNDAYS OR CITY HOLIDAYS, Saturday work will only be approved 2 weeks in advance or if Engineer's approved Contractor's schedule included Saturday work.
Completion date:	Completion including punch list by September 15, 2026
Progress:	Once started, work on site shall progress without pauses in the schedule without Engineer's approval

## Coordination

The Contractor shall perform all work in coordination with other contractors, utility companies or City crews working in the area.

## Timing and Phasing

1. Work in 36<sup>th</sup> St shall be limited. Due to nearby projects 36<sup>th</sup> St will need to be open to traffic as much as possible. A full road closure with additional detour will only be allowed for installing the watermain to a standpipe and for watermain tie in and paving. Traffic shall be restored between those work steps with gravel and the gravel maintained. Payment for the traffic control for work in 36<sup>th</sup> is to be included in Minor Traffic Control Devices pay item.
2. Contractor will be responsible to maintain temporary roadway surface until final paving. The contractor shall maintain access to all properties and businesses at all times. The Engineer will have final authority and approval over all scheduling changes. Contractor is to be aware of school dates and provide appropriate access to schools and school buses accordingly. Once work begins it must be continuous until the project is completed.
3. **The contractor shall present a phasing plan or schedule for watermain construction showing interruptions for connections where necessary, and tie-ins to any existing watermain. Said phasing plan shall be approved by Engineer before construction begins and shall be presented at the preconstruction meeting. Any changes made to this schedule will require approval by the Engineer.**

## Safety

1. The Contractor shall carry out his/her operations in strict accordance with all MI-OSHA and manufacturer's safety requirements.

## Watermain

1. All labor and materials shall conform to the newly published 2026 Edition of the City of Wyoming Construction Specifications.

2. The contractor shall verify the depth of the existing mains to be connected to prior to construction. If necessary, adjust grade of proposed watermain per Engineer's approval. Bends shall not be used at the connection to the existing watermain unless otherwise approved by the Engineer. The contractor should note the variations in depth of the watermain and use a trench box as necessary.
3. Payment for the laying of watermain shall include all costs associated with vertical or horizontal deflection of watermain around storm or sanitary sewer manholes or other obstructions unless otherwise called for in the plans. If the Engineer determines that bends are necessary for relocation, they will be paid for at the contract unit price. Payment for watermain shall also include necessary bracing or holding of utility poles on the project during construction.
4. All watermain and water services shall be bedded in Class II Sand.
5. Watermain testing shall be done in accordance with the current City of Wyoming procedure for pressure testing and chlorination of watermains. All testing shall be performed by City of Wyoming crews. If initial testing fails, Contractor is responsible for costs associated with retesting and chlorination per Appendix A of Division 15.

### **Traffic Control**

1. The Contractor shall maintain good access to each residence or business at all times to the satisfaction of the Engineer. The contractor shall also make sure that access is maintained to all residences and businesses outside of work hours. Temporary gravel roads and drives shall be placed as needed to maintain traffic. The cost of labor, equipment and materials for maintaining traffic shall be included in the Minor Traffic Control item.
2. Traffic control devices that are no longer needed shall be immediately removed from the roadway. Temporary signs that are no longer applicable shall be immediately covered or laid down. At the completion of the project, or a segment of the project, traffic control items shall be removed from the right-of-way within 72 hours. Items that remain after 72 hours will be removed by the City with costs billed to the contractor.
3. The contractor shall also maintain pedestrian traffic throughout the project. Sidewalks may be closed on only one side of a street at a time. Appropriate signs and barricades shall be placed to prevent pedestrians from entering closed sidewalk segments. Pedestrian detours shall be as short as practical and shall utilize designated crosswalk locations. If the contractor's construction methods do not allow for an acceptable pedestrian detour, the contractor shall provide a temporary pedestrian pathway. All signs, barricades, temporary pathways, etc. shall comply with current ADA standards as outlined in the MMUTCD and MDOT's Previously Approved Special Provisions 12DS812(J800), 12DS812(J820), 12DS812(J825), 12DS800(J810), 12DS800(J815) and 12DS800(J805). All labor, material and equipment costs for maintaining pedestrian traffic shall be included in the Minor Traffic Control item.

### **Certification of Materials**

Only materials conforming to the current City of Wyoming Standard Specifications and the Michigan Department of Transportation Standard Specifications shall be used in performing the work.

### **Embankment and Earth Excavation**

All such work will be included in the Major Items.

### **Soil Erosion and Sedimentation Control**

1. This work shall consist of providing maintenance on temporary erosion and sediment control devices, including but not limited to silt fences, sediment basins, check dams, silt retention barriers, etc. This work shall also consist of removing sediment that has accumulated at both temporary and permanent erosion and sediment control devices. All erosion control BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.
2. The Inspector and contractor shall inspect all control devices weekly and daily during runoff producing rain events. All temporary erosion control devices installed on this project shall, as a minimum, be cleaned of sediment when one half the capacity has been reached.

3. Maintenance activities shall be completed within 24 hours of inspection. Sediment excavated from any erosion or sediment control device shall be removed from the immediate area and immediately stabilized such that the material will not refill any erosion or sediment control device.
4. Any damage to any erosion or sediment control device associated with this operation either through negligence, abuse, or other improperly functioning equipment, shall be repaired or replaced at no expense to the City.
5. Clear dewatering water may be discharged directly to the nearest existing pond or storm inlet. Clean water should not be mixed with turbid water.
6. Turbid dewatering water shall be discharged into a sediment pond prior to discharge from the site. The project Inspector shall determine whether dewatering water is clear enough to be discharged to either site.
7. Additional erosion and sedimentation control facilities will be installed as needed throughout construction. The project Engineer will have final authority over scheduling and implementation of both temporary and permanent erosion BMPs.
8. Erosion control placement, maintenance, and removal shall be in accordance with the construction plans and the City of Wyoming Standard Specifications or the Michigan Department of Transportation Standard Specifications. All labor and materials to control erosion shall be included in all other items. If a Soil Erosion Permit is required, it will be the responsibility of the contractor.

### **Restoration Items**

1. Payment for restoration is based only on established growth over the course of the warranty period. Payment shall include reseeding and replanting in those areas that have failed to green over the course of the year.
2. In cases where the Engineer finds unacceptable growth, even after the contract is completed, the contractor shall be required to place more seed or topsoil, or replant trees, whichever is necessary, with the understanding that they have already been paid for such work. This shall continue through the warranty period for the project.
3. Seed mix shall be as described in Division 18 of the City of Wyoming Standard Specification.:

### **HMA Paving**

1. Joints between courses shall be staggered at least 6 inches.
2. All cold joints shall be tacked.
3. See Special Specification for Acceptance of Hot Mixed Asphalt (HMA) Mixture included in this request for bids.
4. Casting adjustment shall be completed after the top course is placed. Adjust casting item includes mudding up the interior of the entire chimney.

### **Miscellaneous**

1. All saw cutting done for any removals on the project shall be included in other items. Saw cutting is required for any removal of asphalt or concrete or pavement.
2. Unless otherwise approved, hoe packing should be used to compact the sand in areas where water connections are made and in areas around drainage structures. Hoe packing is included in all other items of the project.
3. The Contractor shall be responsible for the removal and disposal of all equipment and cleanup and removal of all debris resulting from the installation work. This includes all signage and relevant Traffic Control Devices.
4. All bond coat between paving layers shall be "trackless tack".

**Subcontractors**

Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the bidder will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants.

**Warranties**

The Contractor shall Warrant all work to be free of defects in workmanship and materials for a period of one (1) year from the date of final acceptance of all construction.

**Liquidated Damages**

1. Liquidated Damages shall be accrue and be imposed by the amount indicated in the table below. Liquidated Damages shall be assessed per workday as identified in the section on Progress Schedule.
2. Progress Schedule. Liquidated Damages shall accrue and be imposed the first workday after the completion date as identified in the table below.

Original Contract Amount			Liquidated Damages per Work Day
\$0	to	\$49,999	\$ 200
50,000	to	99,999	400
100,000	to	499,999	600
500,000	to	999,999	900
1,000,000	to	1,999,999	1,300
2,000,000	to	4,999,999	1,550
5,000,000	to	9,999,999	2,650
10,000,000	to	19,999,999	3,000
20,000,000	to	49,999,999	3,800
50,000,000	and above		4,500

**Discrepancies in Plans and Specifications**

1. Discrepancies in the Plans and Specifications must be immediately reported to the City's Engineering Department, who will correct such discrepancies, errors, or omissions in writing.
2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:

Contract/Purchase Order  
Bid Proposal on the City's Form - without any additions or changes  
Technical Bid Specifications  
Instructions to Bidders  
General Bid Information

3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

### **Special Item Specifications of the Project**

Pay Item 1012 – Exploratory Investigation – This item includes all labor, materials and equipment necessary to complete the work, including all costs associated with repair or replacement of damaged underground items resulting from the Contractor’s activities. Exploratory Digging shall be done as directed by the engineer to locate underground utilities and objects. Routine utility location is included in the major items of work and will not be paid separately.

Pay Item 1168 - Remove Hydrant. This item shall include all labor and materials necessary to remove hydrants. The work shall include the removal of all watermain and specials associated with the removal of the hydrant. All main line watermain removed shall be paid for in the Watermain Removal item. Hydrants shall remain in operation until a new hydrant is installed and in operation. All removed hydrants shall be delivered to the Public Works yard, unless directed by the Engineer.

Pay Item 5076 and 5077 – Valve 6”, 8”. Included in this item is the final adjustment to grade after top course paving. Final adjustment to be coring of the pavement and concrete used to make final adjustment.

Pay Item 5605, 5606, 5607 and 5608 - " Water Service \_\_\_\_\_. This item includes any required work that will result in a properly connected, working water service to the property. This includes furnishing and placing all pipe couplings, unions, reducers and other fittings. The item shall also include removal and disposal of existing water services including stop boxes and meter pits that have been decommissioned unless specifically called out in plans. All existing water services shall remain in service until proposed services are connected.

**Unless specifically called out on the plans, long side water services may be installed by open cut or trenchless method. If contractor elects to install by trenchless method, they shall propose an appropriate trenchless method based on site conditions for approval by the Engineer. If trenchless installation fails or cannot be attempted contractor shall complete the installation by open cut. All excavation, backfill and surface restoration associated with open cut will be considered included in the bid price for long side water services and will not be paid separately.**

Pay Item 6114 - Street Grading. This item covers all work involved in preparing the road for paving and all work involved in preparing disturbed areas for restoration.

Bracing and holding of all utility poles within the construction area will also be included in this item. The Contractor is expected to hold all poles on the project that may be destabilized during construction. Please contact Consumers Energy for approved methods.

The item shall also include:

- Removal of any trees within the Right-of-Way with diameters less than eight inches (8”) that conflict with the proposed work.
- **Removal and replacement or relocation of any disturbed landscaping including fences, guardrail and boulders in the construction area.**
- Mailbox removal and replacement. The contractor shall be responsible for all communication with the post office and any damage to property owners’ mailboxes.

- Materials and labor necessary to reconnect service drains and sanitary laterals that are affected or damaged during construction, or whose grade may need to be adjusted for the watermain construction.
- Placement of 6-inch sleeves in concrete areas for sign placement. Engineer will mark out sleeve locations.
- Completion of the final Punchlist.

Pay Item 8010 - Minor Traffic Control Devices. The cost for maintaining traffic shall also be included in the cost for minor traffic control devices. All construction signing including detour and flagging shall also be paid for under this item.

Pay Item 9500 – GPS Watermain Record Plan Data – This item includes all labor, materials and equipment necessary to obtain GPS coordinates for all watermain and water service features:

- Coordinates shall be obtained for all new bends, tees, reducers, sleeves, valves, hydrants, stop boxes, corporation stops and unions. Coordinates shall also be obtained at any changes in watermain or water service alignment that are achieved by deflecting the watermain or water service. Coordinates shall be obtained on existing watermain fittings that are exposed during the course of the watermain work.
- Coordinates shall be collected in the coordinate system established by the City's Surveyor. The City's Surveyor will establish benchmark(s) on the project for this purpose.
- Coordinate accuracy shall be sub-foot for X and Y and shall be within 0.1' for Z. Contractor is responsible to ensure equipment is used properly to obtain the required level of accuracy.
- Data shall be delivered to the City in either one of the following formats: ASCII comma separated value file, ESRI shape file or AutoCAD Point file.

Pay Item 9998 – DR Structure Temp Lowering. This pay item is being added to City projects to follow the MDOT Standard Specifications Section 403. Work to follow MDOT Specifications. Removal and disposal of the existing casting is included in this pay item. Removal of structure castings without temp lowering of the casting shall be paid for as DR Structure Temp Lowering at each location.

Pay Item 9998 – DR Structure Adjust Case 1 Modified – This pay item is being added to City Projects to follow the MDOT Standard Specifications Section 403. Work to follow recently published City of Wyoming Standard Specifications Division 16 requirements for adjusting castings after the top course of paving by coring and adjusting the casting to grade.

## INSTRUCTIONS TO BIDDERS

### ALL BIDS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder.
3. Include the bid form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid.
4. Be free of unsolicited alternate bids. Unsolicited alternate bids will not be considered and if submitted may cause the bid to be rejected.
5. Be received by the date and time specified on page 1 of this bid document.
6. Be in a sealed envelope labeled as required on page 1 of this bid document.
7. Include a cover letter that lists all enclosures.
8. Include the original signature(s) of one or more individuals authorized to bind the proponent as required on the Bid Form and Contract:
  - 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., a corporation, a partnership, a limited liability company, a limited partnership, or other business form.
  - C. Both the bid and contract must be signed by an individual with the authority to bind the bidder. For corporations, this is usually an officer such as the president, vice president or secretary. For a partnership, this is usually a general partner. For a limited liability company, this is usually a managing member. If there is a question about signing authority, the city may seek verification of that authority.
9. Include any required bid bond or other security required by the specifications.
  - A. The bid bond (if required) must be signed by the bidder/surety with the complete, usual signature of the individual(s) authorized to bind the bidder/surety.
  - B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
10. Include prices meeting the following requirements:
  - A. Prices for all items. Proposals that do not include prices for all items will be deemed incomplete and may be rejected.
  - B. Prices should be stated in units of quantity specified in the plans, specifications and request for bid. In case of any discrepancy in determining the amount of the bid, the quoted unit price will govern.
  - C. Nothing shall remain to be purchased or supplied other than such items as are indicated in the plans and specifications. If any items, accessories or groups of items require to perform the work specified

are not specifically indicated in the plans and specifications, it shall be the bidder's responsibility to furnish those items, accessories or groups of items, and include them in the lump sum bid price submitted.

D. Bid prices for equipment, goods or other items must include all delivery charges.

11. 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.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified. If modifications are requested, the bid must include the language for the requested modification.

13. Bidder must include all items as requested within this document, including but not limited to:

- Cover letter
- Schedule
- Deviations or variations to the bid specifications
- Signed Bid Form
- Subcontractor provision, if necessary
- Signed Contract Form, if necessary

## APPENDIX

### PROJECT SPECIFIC SPECIFICATIONS

1. Acceptance of Hot Mixed Asphalt Mixture

***City of Wyoming***  
**January 21, 2026**  
**Addendum No. 1 to Bid for the**  
**2026 Boone Water Main**

This **Addendum No. 1** covers the following:

The original bid documents did not include a detail for raising castings to grade for the Adjustment Case 1 Modified. A detail is attached to this addendum.

A pre-bid meeting was held. The following items were discussed:

The water main connection in 36<sup>th</sup> Street will have a limited duration in the schedule with the road being reopened to traffic with full depth gravel during testing of placed pipe. A lane may remain closed to allow for standpipes. Following the water main tie in the road way shall be repaved as quickly as possible. All traffic control related to closing 36<sup>th</sup> St shall be included in the Minor Traffic Control pay item.

Adjustment of the new valve boxes to final grade shall be by Case 1 Modified, per the attached detail. Work to complete the adjustment, to be included in the pay item for Valve 6" or Valve 8".

Bids are still due on the originally published due date of February 3<sup>rd</sup> at 11:00AM at Wyoming City Hall.

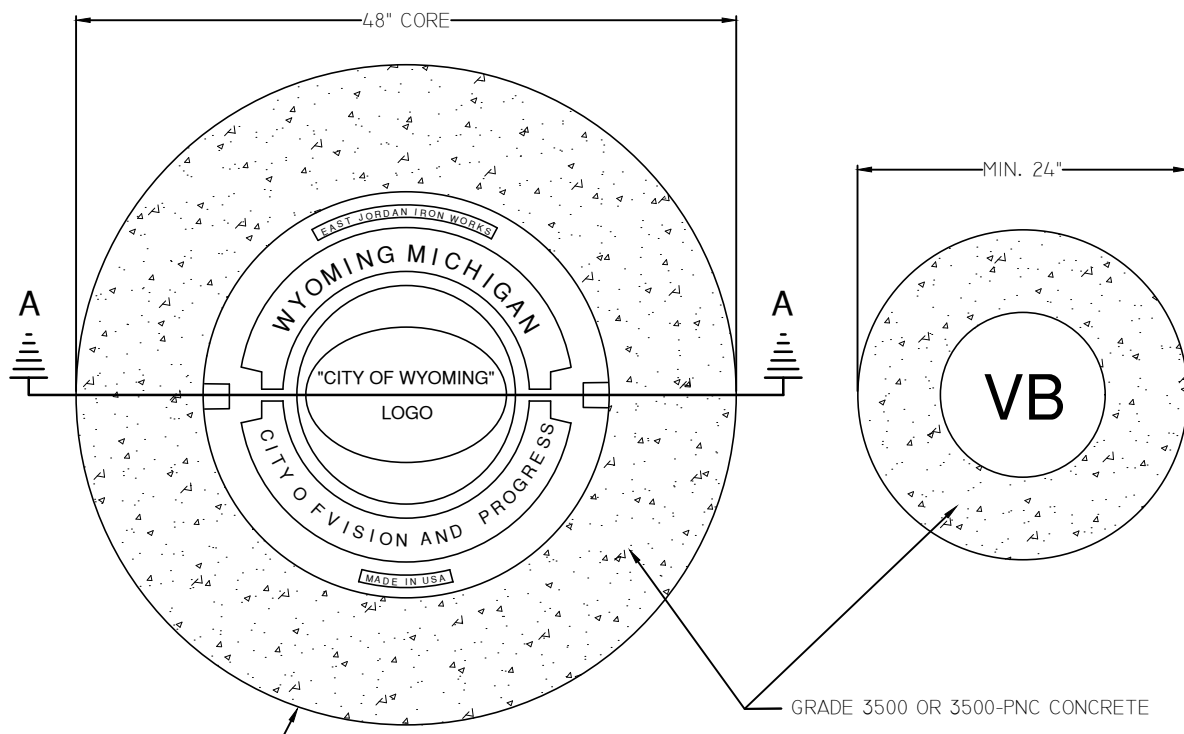
**Please submit this addendum with your bid**

The undersigned acknowledges receipt of this Addendum No. 1 and the bid submitted herewith is in accordance with the information, instructions, and stipulations set forth herein.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Company Name

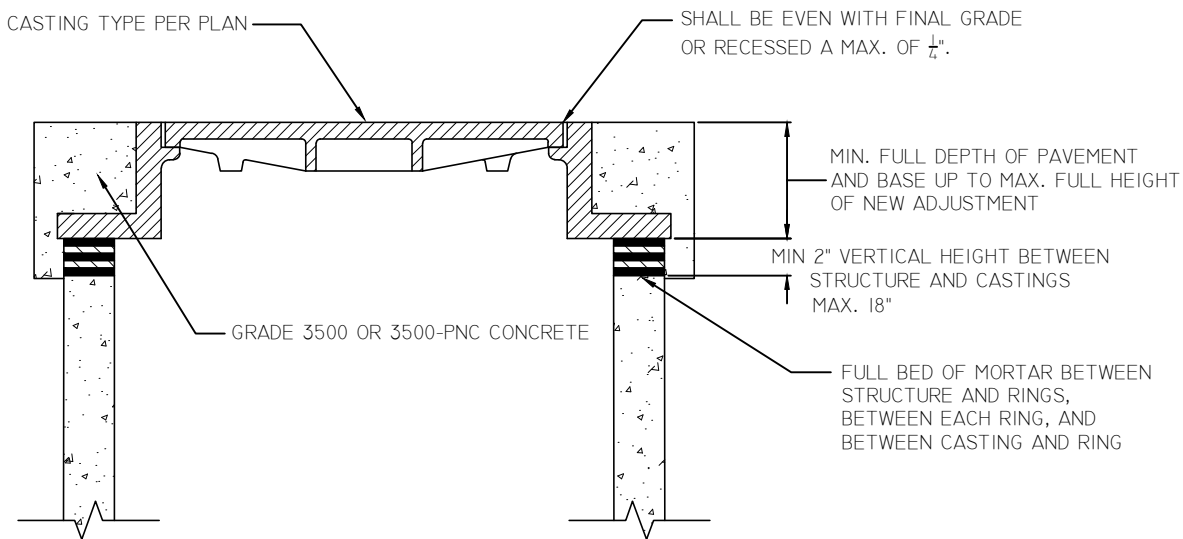
**Please fax this page upon receiving addendum to (616) 249-3487 or email to [eng\\_info@wyomingmi.gov](mailto:eng_info@wyomingmi.gov).**



SEAL CORE EDGE WITH HOT RUBBER CRACK SEAL OR APPROVED ALTERNATIVE

GRADE 3500 OR 3500-PNC CONCRETE

**STANDARD CASTING & VALVE BOX  
PLAN VIEW**



**SECTION A-A**

NOTES:

- 1.) ALL CASTINGS BEING SET SHALL BE IN A FULL MORTAR BED.
- 2.) NO FOREIGN OBJECTS SHALL BE USED TO SHIM CASTING TO FINAL GRADE.
- 3.) SQUARE CUT ONLY WITH CITY APPROVAL.
- 4.) OVERSIZED CORE REQUIRED FOR TRANSMISSION MAIN VALVE CHAMBER.
- 5.) NO REBAR OR LANE TIES.

**WYOMING CASTING ADJUSTMENT, CASE 1, MODIFIED**

<b>CITY OF WYOMING ENGINEERING DEPARTMENT</b>	
<b>CASTING ADJUST. CASE 1, MODIFIED</b>	
DRAWN BY - JMR	<b>S-6D</b>
CHECKED BY - MG	
DATE DRAWN - 1-2026	
DATE REVISED - X-XXXX	

# BID FORM

Page 1 of 3

## Bid for 2026 Boone Water Main

The bidder identified below submits the attached bid materials, including the price(s) stated on the **Itemized Bid Sheet attached.**

Bid Form.

By signing this Bid Form, the bidder identified below represents, attests and promises, the bidder:

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 form, including, without limitation, all 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 the City due to unanticipated difficulties encountered in performing the actual work.

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

Is the bidder a:

Woman Owned Company?

YES

NO

Minority Owned Company?

Section 3 Certified Contractor?

If yes, Dunns #:

020886975

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

If yes, list name and relationship:

\_\_\_\_\_

## BID FORM, CONTINUED

Page 2 of 3

### 2026 Boone Watermain

		<u>Pay Item</u>	<u>Units</u>	<u>Bid Unit</u>	<u>UNIT Bid Price</u>	<u>TOTAL</u>
1	1000	MOBILIZATION	LSUM	1	74200 <sup>-</sup>	74200 <sup>-</sup>
2	1008	REMOVE CURB AND GUTTER	Ft	2750	15.2 <sup>-</sup>	41250 <sup>-</sup> <del>24750<sup>-</sup></del>
3	1012	EXPLORATORY INVESTIGATION	Ea	1	750 <sup>-</sup>	750 <sup>-</sup>
4	1035	REMOVE SIDEWALK	Syd	1555	16 <sup>-</sup>	24880 <sup>-</sup>
5	1045	REMOVE HMA PAVEMENT	Syd	561	13 <sup>-</sup>	7293 <sup>-</sup>
6	1142	REMOVE EX COVER AND CASTINGS	Ea	5	250 <sup>-</sup>	1250 <sup>-</sup>
7	1143	REMOVE EX VALVE AND BOX	Ea	6	250 <sup>-</sup>	1500 <sup>-</sup>
8	1168	REMOVE EX HYDRANT	Ea	6	625 <sup>-</sup>	3750 <sup>-</sup>
9	1170	REMOVE EX WATERMAIN	Ft	60	16 <sup>-</sup>	960 <sup>-</sup>
10	1216	COLD MILL - 3.5	Syd	7740	1 <sup>-</sup>	7740 <sup>-</sup>
11	1550	REMOVE CONCRETE	Syd	635	16 <sup>-</sup>	10160 <sup>-</sup>
12	4030	CATCH BASIN COVER - ADA	Ea	2	680 <sup>-</sup>	1360 <sup>-</sup>
13	4031	COVER AND CASTING	Ea	18	540 <sup>-</sup>	9720 <sup>-</sup>
14	4032	CATCH BASIN COVER AND CASTING	Ea	3	670 <sup>-</sup>	2010 <sup>-</sup>
15	5040	HYDRANT	Ea	9	4480 <sup>-</sup>	40320 <sup>-</sup>
16	5050	HYDRANT EXTENSION	Ea	2	800 <sup>-</sup>	1600 <sup>-</sup>
17	5076	VALVE 6	Ea	9	2225 <sup>-</sup>	20025 <sup>-</sup>
18	5077	VALVE 8	Ea	7	3480 <sup>-</sup>	24360 <sup>-</sup>
19	5101	D.I. CL 53 WATERMAIN 6	Ft	110	178 <sup>-</sup>	19580 <sup>-</sup>
20	5102	D.I. CL 53 WATERMAIN 8	Ft	2906	<del>167</del> 167 <sup>-</sup>	485302 <sup>-</sup> 456242 <sup>-</sup>
21	5201	6 D.I. WATERMAIN FITTING	Ea	19	901 <sup>-</sup>	17119 <sup>-</sup>
22	5202	8 D.I. WATERMAIN FITTING	Ea	23	1420 <sup>-</sup>	32660 <sup>-</sup>
23	5605	1 WATER SERVICE, LONG SIDE	Ea	31	3010 <sup>-</sup>	93310 <sup>-</sup>
24	5606	1 WATER SERVICE, SHORT SIDE	Ea	29	1650 <sup>-</sup>	47850 <sup>-</sup>

					UNIT Price	TOTAL
25	5723	8 X 16" TAPPING SLEEVE AND VALVE	Ea	1	7854.-	7854.-
26	6105	MISCELLANEOUS GRAVEL	Cyd	149	64.-	9536.-
27	6114	STREET GRADE	Ft	2850	27.-	76950.-
28	6143	6 AGGREGATE BASE (CIP)	Syd	630	23.-	14490.-
29	6215	SIDEWALK RAMP, ADA	Sft	1300	6.50	8450.-
30	6217	DETECTABLE WARNING PLATES	Ft	60	80.-	4800.-
31	6240	CONCRETE CURB AND GUTTER, 30	Ft	2750	22.-	60500.-
32	6270	CONCRETE SIDEWALK, 4	Sft	10140	4.-	40560.-
33	6271	CONCRETE SIDEWALK, 6	Sft	2560	6.-	15360.-
34	6282	CONCRETE PAVEMENT NON REINFORCED, 6	Syd	635	48.-	30480.-
35	6296	REBUILD DRAINAGE STRUCTURE	Ea	4	930.-	3720.-
36	6305	HAND PATCHING	Ton	20	160.-	3200.-
37	6347	HMA MIXTURE - 4EML	Ton	1088	86.-	93568.-
38	6348	HMA MIXTURE - 5EML	Ton	753	88.-	66264.-
39	7005	TOP SOIL 4 SCREENED	Syd	3155	9.-	28395.-
40	7015	CLASS A SEED HYDRO-MULCH	Syd	3155	4.-	12620.-
41	7023	EROSION CONTROL INLET SEDIMENT TRAP	Ea	17	160.-	2720.-
42	7126	LANDSCAPE RETAINING WALL	Sft	225	30.-	6750.-
43	8010	MINOR TRAFFIC CONTROL DEVICES	LSUM	1	51250.-	51250.-
44	8110	BARRICADE TYPE III LIGHTED - FURNISHED	Ea	6	175.-	1050.-
45	8111	BARRICADE TYPE III LIGHTED - OPERATED	Ea	6	1.-	6.-
46	8115	42 INCH CHANNELIZING DEVICE - FURNISHED	Ea	200	29.-	5800.-
47	8116	42 INCH CHANNELIZING DEVICE - OPERATED	Ea	200	1.-	200.-
48	8120	LIGHTED ARROW TYPE A - FURNISHED	Ea	2	750.-	1500.-
49	8121	LIGHTED ARROW TYPE A - OPERATED	Ea	2	100.-	200.-
50	9500	GPS WATERMAIN RECORD PLAN DATA	LSUM	1	15000.-	15000.-
51	9997	REMOVE LANDSCAPE WALL	Ft	75	25.-	1875.-

					UNIT PRICE	TOTAL
52	9999	REMOVE AND SALVAGE FENCE	LSUM	1	5625.-	5625.-
53	9998	DR STRUCTURE TEMP LOWERING	Ea	18	250.-	4500.-
54	9998	DR STRUCTURE ADJUST, CASE 1 MODIFIED	Ea	23	969.-	22287.-

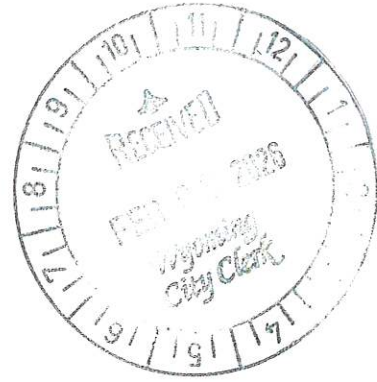
Total Bid

\$1,564,459.-

A full schedule will be required of the winning bidder prior to contract award.

Estimated Start Date: 5/15/26

Estimated Completion Date: 9/15/26



BID FORM, CONTINUED

Page 3 of 3

Wyoming Excavators, Inc  
LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation, Michigan  
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

9580 S Mile Rd NE  
STREET ADDRESS

Ada  
CITY

Michigan  
STATE

49301  
ZIP CODE

Nathan R Post  
BID CONTACT NAME (PLEASE PRINT)

616 691 7368  
BUSINESS PHONE

(616) 243-3424  
CELL PHONE

npost@wyomingexcavators.com  
EMAIL ADDRESS

FAX NUMBER

  
SIGNATURE FOR BIDDER

2/3/26  
DATE

Nathan R Post, Vice President  
PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER

2/3/26  
DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

## SUBCONTRACTOR PROVISION

Wyoming Excavators Dated February 3 20 26

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with its own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM
<u>Duran</u>	<u>Concrete</u>
<u>Black Gold</u>	<u>Asphalt</u>
<u>Give em a Brake</u>	<u>Traffic Control</u>

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above (JEFF SAID TO REMOVE THIS SECTION EACH TIME).

Signed \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Signed \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Signed \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Signed \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

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

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER  
TO SIGN AN AMENDMENT TO THE AECOM DESIGN AND CONSTRUCTION  
ADMINISTRATION CONTRACT FOR CITY CENTER TRAIL 7

WHEREAS:

1. On March 4, 2024, Council approved a contract with AECOM to design and perform construction administration for the City Center Trail 7 project in the amount of \$336,872.93.
2. As detailed in the attached Staff Report, additional effort and involvement is required of AECOM beyond the original scope.
3. AECOM has submitted a contract amendment for increased expenses for design and construction administration costs for the project.
4. The proposed contract amendment will increase the not-to-exceed contract by \$41,790 for a total cost of \$378,662.93.
5. It is recommended that the City Council approve the contract amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the amended contract with AECOM for the design and construction administration of the City Center Trail 7 project.
2. The City Council does hereby authorize the City Manager to execute the amended contract in the amount of \$378,662.93.

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 February 16, 2026.

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

ATTACHMENTS:        Staff Report  
                                  Contract Amendment

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

## **STAFF REPORT**

**Date:** February 5, 2026  
**Subject:** AECOM Contract Amendment – City Center Trail 7  
**From:** Jeff Oonk, City Engineer  
**CC:** Nicole Hofert, Deputy City Manager  
**Meeting Date:** February 16, 2026

---

### **RECOMMENDATION:**

It is recommended that City Council approve and authorize the City Manager to execute a contract amendment with AECOM for the design and construction administration of the City Center Trail 7 project for a total of \$378,662.93.

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

- Pillar 1 – Community  
Goal 1 – Complete City Center Public Improvements

### **DISCUSSION:**

The City of Wyoming approved a contract with AECOM to complete the design and perform the construction management for the City Center Trail 7 project in March of 2024. AECOM was asked to perform additional design work beyond the scope of the original contract. The additional design effort allowed portions of the trail to be built as an off-street bike path rather than on-street bike lane. An off-street bike path is preferred by many trail users, specifically families with small children. AECOM was also asked to perform additional construction administration work. This included additional testing of materials for the off-street bike path and additional inspection effort.

### **BUDGET IMPACT:**

There is no impact. The City Center fund has funds available.

# CITY of WYOMING

## CONTRACT AMENDMENT #1 AECOM Great Lakes, Inc.

This Contract Amendment is to the City Center Phase 2 – Trail Segment 7 contract (Exhibit B) made as of March 5, 2024 (Effective Date) between the City of Wyoming (City) and AECOM Great Lakes, Inc. (Professional)

### RECITALS

- A. City wishes to add additional design services to the City Center Phase 2 – Trail Segment 7 project. (Added Services).
- B. Professional submitted a proposal dated December 16, 2025, for the additional services, copy of which is attached as Exhibit A (Proposal):

### TERMS AND CONDITIONS

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

- 1. Professional will perform the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Professional Services Contract remain in full effect.

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

#### **City of Wyoming**

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

Date signed: \_\_\_\_\_, 2026

Approved as to form:



\_\_\_\_\_  
Heather Chapman, Deputy City Attorney

#### **AECOM Great Lakes, Inc.**

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

Date signed: \_\_\_\_\_, 2026

EXHIBIT A  
PROPOSAL

Nicole Hofert, AICP  
Director of Community & Economic Development  
City of Wyoming  
[nicole.hofert@wyomingmi.gov](mailto:nicole.hofert@wyomingmi.gov)

**Wyoming Trail Segment 7  
Contract Modification #1 – Additional Services**

Dear Ms. Hofert,

As of late October 2025, AECOM exceeded our budgeted fee cap due to scope adjustments made during the design and construction phases. This request represents a 12.4% increase over the original budget, covering additional services for both AECOM and our material testing subconsultant, MTC. A breakdown of these costs is provided below for City review and approval.

**AECOM Additional Services**

**Task 1 Change in Belfield Typical Section:** AECOM performed additional design services to change 800 feet of Belfield St (from the Clyde Park intersection westward) from on-street bike lanes to an off-street non-motorized path. Following the route study, the city approved on-street bike lanes as the base design. Per our contract, all base design items were to be finalized in the pre-preliminary submittal. However, the city requested this change after the pre-preliminary design submittal, the MDOT NEPA submittal, and the first public engagement meeting. This significant shift in design required AECOM to have additional design hours to update the 80% preliminary plans, revise and resubmit NEPA documentation, and prepare additional public engagement materials.

**Task 2 Additional ROW:** Our contract included ROW document preparation for up to 6 properties; however, the project eventually required documentation for 28 properties. The additional 22 exhibits are billed at the contract rate of \$250 per property.

**Task 3 Additional Construction Engineering and Inspection:** The original contract was based on 12 weeks of construction at 55 hours per week. While the contractor completed the majority of work between 8/25/25 and 11/12/25 (12 weeks), they worked 12-hour days throughout the duration. Furthermore, pavement markings and punch list items extended beyond the 12th week, requiring extra inspection hours. Additionally, at the City's request, we performed extra survey hours to re-stake the Pinery Park slope from the approved 1:3 design to a 1:4 slope.

## Subconsultant Additional Services

**Task 4 Additional Subconsultant Material Testing:** MTC's proposal estimated 36 site visits at 4 hours per trip. The project required 53 site visits—an overage of 17 trips. Total hours reached 162 versus the estimated 144. This 18-hour overage was largely due to shorter trips for cylinder pickups and two weather-related cancellations where staff arrived on-site but could not perform testing.

Work Item	Actual Trips	Typical Hours per Trip	Proposed Trips	Proposed Hours per Trip
Soil/Aggregate Density	4	4	x	4
HMA Density/Sampling	2	8	x	4
Concrete Testing	27	4	x	4
Cylinder Pickups	18	1	x	4
Mandatory Show, No	2	2	x	4
Total	53	162	36	144

## Additional Fee Breakdown

AECOM requests additional fee in the amount of **\$41,790.00**, a 12.4% increase from the original budget to cover additional services that were performed for the project.

Original Fee Budget: \$336,872.93

Additional Fee Requested: \$41,790.00

Amended Fee Budget: \$378,662.93

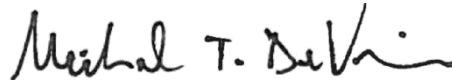
Task	Qty	Unit	Unit Rate	Additional Fee
Task 1 Change in Belfield Typical Section	127	Hours	\$150	\$19,050.00
Task 2 Additional ROW	22	Each	\$250	\$5,500.00
Task 3 Additional CEI	98	Hours	\$150	\$14,700.00
Task 4 Additional Material Testing	1	Lsum	\$2,539.50	\$2,540.00
		Total		\$41,790.00

We appreciate your consideration and approval of this request so we can maintain momentum on project close out. Please let us know if you need additional information.

Yours sincerely,



Chad Van Soelen  
 Project Manager  
 AECOM Great Lakes, Inc  
 M: 616-460-0745  
 E: chad.vansoelen@aecom.com



Mike DeVries, PE  
 Vice President  
 AECOM Great lakes, Inc

City of Wyoming  
 Approval Signature:

---

Date

EXHIBIT B  
CONTRACT

03/04/2024  
CED/NH

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

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK TO  
SIGN A TRAIL DESIGN CONTRACT WITH AECOM

WHEREAS:

1. The city center project includes phase 1 and phase 2 trails and segment 7 of the phase 2 trails runs from Pinery Park to a Grand Rapids trail along Clyde Park Avenue.
2. Design and construction engineering is needed for that trail segment, a portion of the cost of which is to be paid by a grant administered by the Michigan Department of Transportation.
3. AECOM provided a proposal for those engineering services for an estimated cost not-to-exceed \$336,872.93.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The professional services agreement with AECOM to provide those services is approved in the form accompanying this resolution.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried    Yes  
                              No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on March 4, 2024.

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

ATTACHMENTS:

Staff Report

Contract

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

**STAFF REPORT**

Date: February 27, 2024  
Subject: Approval of AECOM City Center Trail Design Contract  
From: Nicole Hofert, Director of Community & Economic Development  
Meeting Date: March 4, 2024

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**RECOMMENDATION:**

Adopt the resolution approving and directing the Mayor and City Clerk to sign a contract with AECOM for the design and construction administration of the city center trail connection to Plaster Creek.

**COMMUNITY, SAFETY, STEWARDSHIP:**

The community will be improved with the creation and addition of new pedestrian and cycling access to key community assets including the City Center and Plaster Creek trail network.

**DISCUSSION:**

The city has been awarded \$746,592 in Carbon Reduction Program (CRP) funds by GVMC. The CRP funds were allocated to "Trail Segment 7" a city center trail connection to Plaster Creek. The funding is for FY25 and must be bid according to the MDOT bidding schedule with obligation and award by early summer 2025. If the city fails to meet the award deadline, the funding will be lost. It is estimated that this trail will have a construction cost of \$2.0 million.

The design of Trail Segment 7 could not begin until substantial design completion of the trails leading directly to the city center.

Due to the timelines required for the design and construction of this project, the city solicited two proposals from firms that have experience in this field and strong working relationships with MDOT: AECOM and Fishbeck. The city evaluated both proposals and interviewed both firms with an emphasis on having a schedule that would complete the project without jeopardizing the CRP funding.

After a review of the proposals and to meet the necessary timelines to utilize the \$746,592 CRP funding, the city is recommending that council approve a contract with AECOM to complete the design and perform construction administration for Trail 7 for \$336,872.93. AECOM's proposal was not the low contract however the contract included additional items not scoped or fully accounted for in the Fishbeck proposal including for community engagement (\$9,085.65); Material Testing by MTC (\$5,400); and 12 weeks of construction administration (\$58,427.55). Importantly, the proposed schedule also has the project sent to MDOT for bidding in April 2025, several months ahead of the required mid-summer deadline. AECOM is a large, nationally recognized firm with a Grand Rapids office, that has the capacity to meet the required timelines for this project.

**BUDGET IMPACT:**

The city's ARPA funds, the county ARPA fund grant, and the state appropriation will pay for the project.

	AECOM	Fishbeck
2024 March	(1) Project Kick-off (03/01/24)	(1) Project Kick-off (03/04/24)
	(2) Start Utility Coordination (03/04/24)	
	(3) Start Trail Route Study (03/04/24)	
	(4) Start Survey Field Work (03/08/24)	(4) Start Survey Field Work (03/04/24)
April		
May	(5) Complete Trail Route Study (05/01/24)	(7) Pre-Preliminary Plans Submittal (05/01/24)
	(6) Community Engagement Meeting #1 (05/15/24)	
June	(7) Pre-Preliminary Plans Submittal (06/30/24)	
July	(8) ROW Drawings Submittal (07/30/24)	
August		
September	(9) Preliminary Plans Submittal (09/30/24)	
October	(10) NEPA Classification Submittal (10/04/24)	(10) NEPA Classification Submittal (10/01/24)
November	(11) MDOT GI Submittal (11/06/24)	
	(12) Community Engagement Meeting #2 (11/20/24)	
December	(13) MDOT GI Meeting (12/06/24)	
	(14) Final Plans City Submittal (12/20/24)	
2025 January	(15) Final Plans City Meeting (01/05/25)	
	(16) Final Property Acquisition Cert to MDOT LAP (01/05/25)	
	(17) Final Bid package to MDOT LAP (01/19/25)	
February		(11) MDOT GI Submittal (02/01/25)
March	(18) Project Funding Obligation (07/01/25)	
April	(19) MDOT LAP Letting Date (04/05/25)	(17) Final Bid package to MDOT LAP (04/01/25)
May	(20) CAD Deliverable for Construction (05/05/25)	
June		(18) Project Funding Obligation (06/01/25)
July		(19) MDOT LAP Letting Date (07/01/25)
August	(21) Construction (08/01/25)	
September		
October	(22) Project Completion (10/31/25)	

	AECOM	Fishbeck
Design Phase	\$ 187,318	\$ 79,270
Construction Phase	\$ 149,555	\$ 100,970
<b>TOTAL</b>	<b>\$ 336,873</b>	<b>\$ 180,240</b>

# CITY OF WYOMING

**PROFESSIONAL SERVICES CONTRACT**  
CITY OF WYOMING, MICHIGAN  
CITY CENTER PHASE 2 -- TRAIL SEGMENT 7

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

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

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

*Effective Date* means March 5, 2024.

*Professional* means AECOM Great Lakes, Inc., a Michigan corporation, with an office at 4219 Woodward Ave, Detroit, MI 48201, and a local office at 3950 Sparks Dr SE, Grand Rapids, MI 49546.

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

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

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

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

## TERMS AND CONDITIONS

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

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and confirms, Professional is complying with and will comply with the Standard Terms, which have been modified with input from Professional.
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**

**AECOM Great Lakes, Inc.**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: **Michael T. DeVries** Digitally signed by Michael T. DeVries  
Date: 2024.02.28 16:14:10 -05'00'  
Michael T. DeVries, P.E., Vice President

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

Date signed: March \_\_, 2024

Date signed: March \_\_, 2024

Approved as to form:   
\_\_\_\_\_  
Scott G. Smith, City Attorney

# CITY OF WYOMING

## EXHIBIT A

### CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. Qualifications. Professional represents and promises that:

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

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

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

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

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

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Professional engages with others on City's behalf, Professional must (i) treat all persons with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (*i.e.*,

speaking English less than very well), Professional will use language assistance services in communications.

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

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

E. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision.

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

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

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

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

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

7. Payment to Professional.

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

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

C. Payment disputes will be resolved as provided in §12. 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 represents and agrees 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 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 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.

9. Records. Professional will retain copies of all records related to the contract, for 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 §12.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. Each party shall be responsible for its own 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. Consistent with the standard of professional care, Professional shall be entitled to rely upon the accuracy of data and information provided by the City without independent review or evaluation.

C. 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 employs 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 extent 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 stated under the professional liability insurance provisions of this Contract.

D. 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 claims made by persons other than City or City's officers (third party claims) to the extent they 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 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.

D. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT.

E. City acknowledges that the Professional's documents are not intended for use in connection with any project or purpose other than the project and purpose for which such documents were prepared without prior written consent and adaptation by the Professional. Any reuse of such documents shall be at City's sole risk, and Professional shall have no responsibility or liability therefor.

18. Insurance.

A. Professional shall provide the following insurance:

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

19. 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).

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

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
StairMill Fitness Equipment	Fitness Things	\$17,321.56

2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:  
Seconded by Councilmember:  
Motion Carried      Yes  
                                    No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: February 16, 2026.

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

ATTACHMENTS  
Staff Report  
Contract

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

## STAFF REPORT

Date: February 10, 2026  
Subject: Wellness and Fitness Equipment  
From: Dennis Van Tassell, Fire Chief  
CC: Kip Snyder, Public Safety Chief

Meeting Date: February 16, 2026

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### RECOMMENDATION:

It is recommended City Council accept the bid for (4) Stairmill Exercise machines from Fitness Things for \$17,321.56.

### ALIGNMENT WITH STRATEGIC PLAN:

- Safety
- Stewardship
  - Objective 1

### DISCUSSION:

The Wyoming Fire Department received a grant through the Federal Emergency Management Association's (FEMA) Assistance to Firefighter Grant (AFG) in the amount of \$150,149.86. The grant acceptance was approved by Council October 6, 2025. A portion of the grant funding will be used to purchase wellness and fitness equipment needed to create a formal fitness and injury prevention program. Stairmills are excellent for fitness, providing a powerful cardio and strength workout that targets glutes, quads, and calves while improving heart health, endurance, and coordination with lower impact than running. They burn significant calories, strengthen the lower body, and enhance balance, making them a highly efficient, full-body workout tool for most fitness levels. All of the areas of improvement are necessary for firefighters operating at a high level on an emergency scene.

Bidder	Each Price	Total Cost for Four	Setup/Delivery	Total
TJF Ventures LLC dba Fitness Superstore	\$3,694.24	\$14,776.96	\$0.00	\$14,776.96
Fitness Things	\$4,330.39	\$17,321.56	\$0.00	\$17,321.56
American Home Fitness	\$4,625.00	\$18,500.00	\$400.00	\$18,900.00
Design2Wellness LLC	\$4,200.00	\$16,800.00	\$2,100.00	\$18,900.00

The City had 15 of 28 registered bidders download the bid. It then received four bids for the equipment. The Stairmills that were specifically requested were those that could be operational in rooms with eight feet ceiling height. The least expensive bid that was submitted required nine-foot ceilings, which are not present within the fire stations. The next lowest bid from Fitness Things was the exact model of Stairmill that was bid, and operational in rooms with eight-foot ceilings. The cost includes shipping, set-up, and on-site training.

### **BUDGET IMPACT**

The department will utilize funds from accounts: 205-336-33900-984.000.

Attachments: Bid, Contract

**CITY OF WYOMING**  
**STAIRMILL FITNESS EQUIPMENT**  
**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 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Contractor" means:

Fitness Things  
[Name of supplying entity]  
A Michigan - Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
2668 Edward St. Jenison  
[Supplier's street address]  
Jenison, MI 49428  
[Supplier's city, state & zip]

Effective Date means: 2/10, 2026.

"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 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: Fitness Things

By: \_\_\_\_\_  
[Signature officer, director, or principal of Contractor]  
Benny Metcher Sales Manager  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 2/5, 2026

## **REQUEST FOR BIDS/PROPOSALS**

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

### **StairMill Fitness Equipment**

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, February 10, 2026, 11:00 a.m., local time

**Place:** Wyoming City Clerk's Office  
Wyoming City Hall  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509-0905

If using United States Post Office 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 StairMill Fitness Equipment."

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 not be held.

### **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 [dennis.vantassell@wyomingmi.gov](mailto:dennis.vantassell@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 28<sup>th</sup> 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.

**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](http://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. If grant funds are withdrawn or cancelled for any reason this Contract is nullified.
  - 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](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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.IRS.gov](http://www.IRS.gov)).
  - B. Payments to Contractor will be made in accordance with the 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 providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage suffered by Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this 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 actions, errors, or omission of Contractor or Contractor's officers, employees, subcontractors and consultants while providing the items under this Contract.

2. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included.  Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE</b>	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes.  Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).  Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials..  Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the 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 afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

- 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 – 28<sup>th</sup> 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**  
**STAIRMILL FITNESS EQUIPMENT**

The City of Wyoming Fire Department is seeking bids to purchase (4) StairMaster 4 Series 4G Gauntlet step-mill machines.

**1. Equipment Description**

Furnish and install (4) StairMaster 4 Series 4G Gauntlet, a commercial-grade step-mill machine designed for high-impact stair-climb workouts. The unit shall include a 10-inch non-touch LCD console and shall meet the performance, safety and durability requirements described below.

**2. Scope of Work**

The Contractor shall supply, deliver, install, test and commission the equipment at each specified location. The scope includes:

- A. Delivery to site, off-loading, unpacking and positioning in the designated location(s).
  - 1500 Burton Street SW, Wyoming MI 49509
  - 1250 36<sup>th</sup> Street SW, Wyoming MI 49509
  - 4517 S. Division Avenue, Wyoming MI 49548
  - 2300 Gezon Parkway SW, Wyoming MI 49519
- B. Installation of all required utilities (12 V/5 Amp power supply) and connection to power.
- C. Leveling, anchoring (if required), and making ready for operation.
- D. Demonstration of function and training for staff on use and maintenance.
- E. Provision of manufacturer's documentation, warranty information and service manuals.
- F. Disposal of packaging and removal of debris related to installation.

**3. Technical Specifications**

The Equipment shall comply with or exceed the following minimum technical parameters:

**A. Dimensions & User Clearance**

- Overall footprint: approx. 54 in (137 cm) length × 29 in (74 cm) width.
- Height: approx. 64 in (163 cm) from floor.
- Recommended minimum ceiling height: 8 ft (2.44 m).
- Shipping dimension reference: 49 in × 30 in × 43 in (125 cm × 76 cm × 109 cm) – for delivery planning.

**B. Step / Climb Characteristics**

- Step surface dimension: approximately 10 in × 18 in (25 cm × 46 cm).
- Step height: approximately 7 in (18 cm).
- Step-up height to first flat step: approx. 14 in (36 cm).
- Step rate: 20 levels ranging from 24 to 162 steps per minute.

**C. Display / Console & Connectivity**

- Console: 10" non-touch LCD display.

- Handrail controls: integrated speed controls and stop button on handrails; contact heart rate grips included.
- Heart rate monitoring: telemetry (wireless chest strap compatible) and contact HR grips. Bluetooth connectivity for data tracking when equipped with embedded display.
- Additional features: USB charging port, bottle/accessory holder, personal cooling fans and service panel access for maintenance.

#### **4. Compliance & Quality**

- A. The Equipment shall meet applicable commercial fitness equipment safety standards and be designed for heavy-use environments.
- B. Manufacturer shall be ISO certified (or equivalent) and provide documentation of quality control.
- C. Contractor shall verify site electrical and spatial requirements are satisfied and confirm clearances and structural integrity for installation.
- D. Equipment shall be new, unused, of latest production model, and include all manufacturer accessories and documentation.

#### **5. Delivery, Installation & Commissioning**

- A. Delivery to site within 90 calendar days after contract award.
- B. Installation to be completed within 7 days of delivery.
- C. Contractor to coordinate with fire staff for placement, floor protection, anchor requirements, power supply connection and any other site preparation.
- D. Contractor to perform functional testing of step rate, controls, display, handrail controls, heart rate grips/telemetry and ensure unit is level and stable.
- E. Provide on-site orientation/training for facility staff (minimum 1 hour) covering safe usage, basic maintenance, controls and connectivity features.
- F. Provide documentation including owner's manual, service manual, wiring diagram, parts list, and warranty registration instructions.

#### **6. Warranty & Service**

- A. Minimum warranty: 10 years on frame; 5years on parts (excluding wear items).
- B. Contractor shall provide first year of service/maintenance visit.
- C. Manufacturer shall provide technical support, replacement parts availability for a minimum of 10 years from installation.
- D. Warranty shall cover defects in materials and workmanship; wear items (e.g., handrails, grips) to be excluded or have reduced coverage as per manufacturer's policy.

#### **7. Training & Documentation**

- A. Contractor to provide on-site training for up to 5 facility staff, including safe operation, program usage, console operation, heart rate monitoring, and basic troubleshooting.
- B. Documentation shall include: owner's manual, parts list, wiring schematic, service manual, manufacturer product sheet, warranty certificate, and connectivity instructions (Bluetooth/telemetry).
- C. Contractor to provide one (1) set of spare parts kit (e.g., fuses, handrail grip covers, step-belt if applicable) or quote separately.

#### **8. Acceptance Criteria**

- A. Equipment installed, levelled, safely anchored (if required), and powered on.
- B. All supplied features functioning: console display, handrail controls, step rate adjustments, heart rate grips and telemetry, USB port, accessory holders, personal fans.

- C. Step rate performance verified: ability to operate through full range (24-162 steps/min) without irregular noise, vibration or malfunction.
- D. Inspections for structural integrity, correct electrical connection, no damage, and safe operation.
- E. Facility staff sign-off of training and acceptance.

**9. Bid Submission Requirements**

- A. Bidders shall provide the following information:
- B. Manufacturer and model number (StairMaster 4 Series 4G Gauntlet).
- C. Detailed compliance sheet referencing each specification item listed above, indicating any deviations or exceptions.
- D. Installation schedule and estimated lead time.
- E. Delivery/installation cost breakdown (unit cost, delivery, installation labor).
- F. Warranty terms and full-service support offering.
- G. Any exclusion or cost items not included (e.g., floor preparation, anchoring, site power modifications).

**10. Evaluation Criteria**

- A. Bid proposals will be evaluated based on:
- B. Compliance with the technical specification and quality of equipment.
- C. Total cost (purchase, delivery, installation, training).
- D. Warranty coverage and after-sales service network.
- E. Lead time and installation scheduling.
- F. Future upgradeability and optional features.

**11. Terms & Conditions**

- A. The Contractor shall comply with all applicable local, state and federal codes, regulations and safety standards.
- B. Any substitutions must be equal or superior in specification to the referenced model; all deviations must be clearly identified and approved in writing.
- C. The Equipment shall be fully operational and ready for use before final acceptance and payment.
- D. Final payment will be withheld until the acceptance criteria have been fulfilled.
- E. The Contractor shall provide manufacturer warranty registration and ensure start of warranty period at time of installation commissioning.
- F. Any defects or deficiencies discovered within the warranty period must be remedied at no additional cost to the Owner.

**BID/PROPOSAL FORM**  
**STAIRMILL FITNESS EQUIPMENT**

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.

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Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, DUNS #: _____		

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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):	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

\_\_\_\_\_ *Fitness Things* \_\_\_\_\_

**BID/PROPOSAL FORM CONTINUED**

State bid prices as per the specifications contained herein:

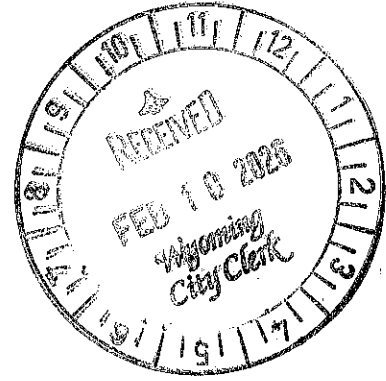
State the brand/model (required): Stairmaster 46 StepMill Escalator

Price per StairMill: \$ 4,330.39 Each

Total Price for Four (4) StairMills \$ 17,321.56

State total cost for delivery of four StairMills: \$ Included

Reminder: All warranties must be included with bid/proposal



Fitness Things

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature]  
[Signature for proponent]

[Signature]  
[2nd signature for proponent]

Bunny Mitchem Sales Manager  
[Printed name and title of person signing]

Elise M. Walley - President  
[Printed name and title of 2nd person signing]

Date signed: 2/5/26

2668 Edward St  
[Proponent's street address]

616-243-6900  
[Proponent's business phone]

Jenison MI 49429  
[City] [State] [Zip]

810-560-0853  
[Cell phone number(s) of person(s) signing for proponent]

Bmitchem@fitnessthings.com  
[E-mail address(s) of person(s) signing for proponent]

Corporation 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.

## Fitness Things

### Wyoming Fire RFQ

#### Introduction of Bidder:

This is a very exciting project and we are pleased to have the opportunity to be involved. Fitness Things is a Michigan based company based in Livonia MI that started in 1984. Fitness Things started as a small retail location in Plymouth MI. Fitness Things' first customers for commercial fitness centers were Ford Motor Company, Detroit Athletic Club and Wayne State University. They are still our customers to this day.

Fitness Things vision is to make the world a healthy place using exercise equipment as our primary tool. Our mission is to do this by providing quality equipment and service with over 40 years of knowledge and experience. Our core values are: Trust and Respect, Knowledge and Experience, Innovative and Entrepreneurial.

In this RFP, we will provide the equipment on the bid. Stairmaster 4g Stepmill Gauntlet.

#### Items in Packet-

- 1- Bid Packet
- 2- Quote for 4 – Stairmaster 4g Stepmills Total - \$17,321.56
- 3- Sell Sheet for Stairmaster 4g Stepmill
- 4- Warranty Info for Unit

Experience: Fitness Things averages roughly 7 million dollars annually in commercial sales and has been providing full fitness center's for over 42 Years. We have completed installations and service for major Universities, Clubs, and Recreation Centers with projects ranging from just a few pieces to full facilities. Keeping it really close to home, we handle all equipment delivery and service out of Jenison location.

Work Plan and Timeline. If awarded the contract, we will have installed within 2- 4 weeks of award notice.

Warranty: 10 years on frame, 5 years parts and 2 years labor



Fitness Things  
 35539 Schoolcraft Rd.  
 Livonia MI 48150  
 United States

734.455.8790

The Single Source Solution for  
 Fitness Equipment, Delivery,  
 Installation, and Service

**Invoicing Address:**  
 WYOMING FIRE, MATT FRAZEE  
 1250 36TH ST SW  
 WYOMING MI 49509  
 United States  
 ☎ 616-249-3433

WYOMING FIRE  
 1250 36TH ST SW  
 WYOMING MI 49509  
 United States

**Shipping Address:**  
 WYOMING FIRE, Wyoming Fire  
 1250 36TH ST SW  
 WYOMING MI 49509  
 United States  
 ☎ 616-530-7250

## Quotation # 37166

**Quotation Date:**  
 10/23/2025

**Expiration:**  
 02/28/2026

**Salesperson:**  
 Burny Mitchem

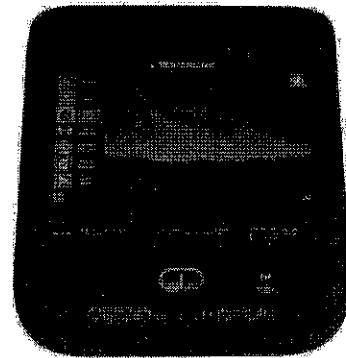
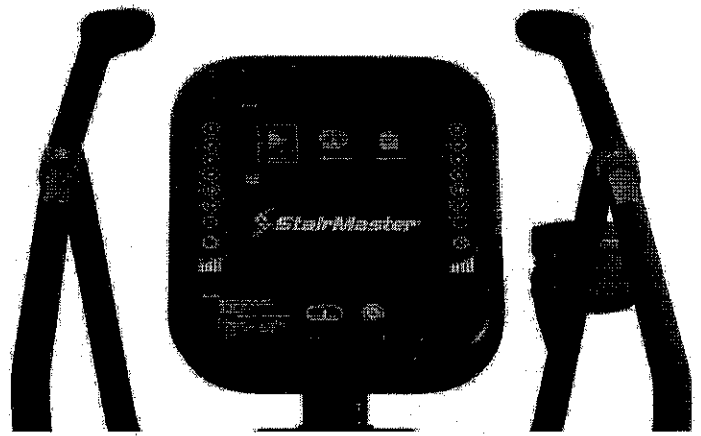
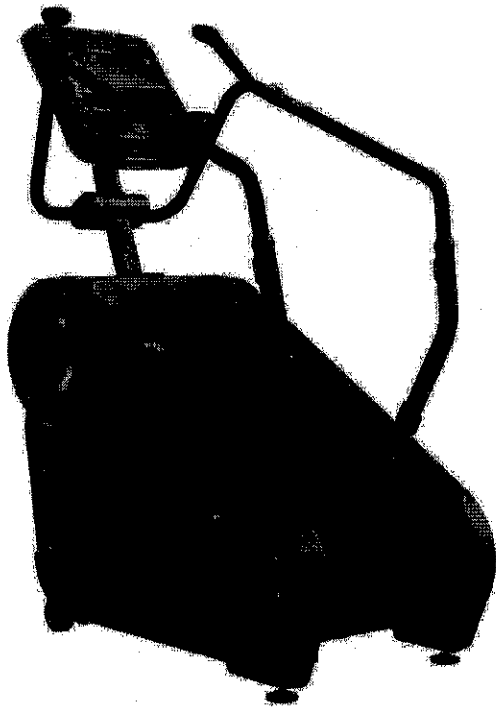
Description	Quantity	Unit Price	Disc.%	Taxes	Amount
[9-3415-4G-10IN-60BLK] StairMaster 4 Series 4G Gauntlet Stepmill- w/LCD Display Including freight and install	4.000 Unit(s)	7,099.00	39.00	Government	\$ 17,321.56
[SHIPPING] Shipping-Equipment Included	4.000 Unit(s)	0.00	0.00	Government	\$ 0.00
[Commercial Installation] Commercial Installation (2 man/hr) included	4.000 Hour(s)	0.00	0.00	Government	\$ 0.00

Can delivery within 2 - 4 weeks of notice

Warranty  
 10 years Frame  
 5 years Parts  
 2 years Labor

Untaxed Amount	\$ 17,321.56
Taxes	\$ 0.00
<b>Total</b>	<b>\$ 17,321.56</b>

By receiving this invoice, the customer agrees the product and labor is completed to their satisfaction. The customer also agrees no damages at the installation site occurred. Following a 14 day grace period, past-due invoices will be assessed a 2% finance charge per month, including any additional collection fees associated in collecting the agreed amount. All credit cards may be subject to a 3% fee. Terms are available with the completion of a credit application and approved credit terms. Change orders or returns may result in a restocking fee of up to 25%.



BASE FEATURES	
LENGTH	54in (137cm)
WIDTH	29in (74cm)
HEIGHT	64in (163cm)
STEP SURFACE	10in x 18in (25cm x 46cm)
STEP HEIGHT	6in (15cm)
STEP RATE	20 Levels ranging from 24-162 steps per minute
STEP-UP HEIGHT	14in (36cm) to first flat step
RECOMMENDED CEILING HEIGHT	8ft (244cm)
HEART RATE MEASUREMENT SYSTEM	Telemetry and contact HR (Bluetooth with embedded display)
CONTROLS	Handrail design features Integrated speed controls, stop button and contact heart rate grips
DISPLAY	Choose from 10" non-touch, 10" touch or 15" OpenHub display options
ACCESSORIES	Convenient bottle and/or accessory holder, console pre-wired for PVS entertainment
MAX USER WEIGHT	350lb (159kg)
DRIVE SYSTEM	Generator
ELECTRICAL REQUIREMENTS	12 V/5 Amp power supply
ADDITIONAL FEATURES	Landmark Challenge
FRAME	
MATERIAL	Powder Coated Steel Frame
CUSTOMIZABLE	Paint color options approval required
STANDARD COLOR OPTIONS	Matte Black (-60)
PRODUCT WEIGHT	348 lbs (158kg)
SHIPPING DIMENSIONS	49in x 30in x 43in (125cm x 76cm x 109cm)
SHIPPING WEIGHT	434 lbs (197kg)
SKUS	

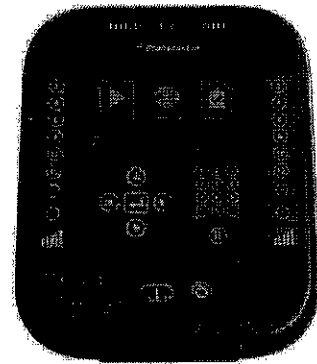
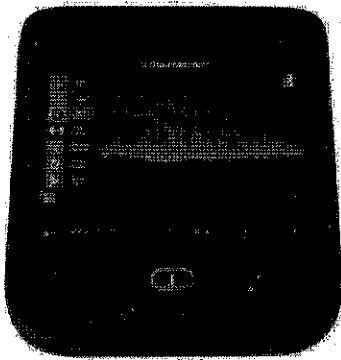
9-3415-4G-10IN-60BLK

9-3415-4G-10-TS-60BLK

9-3415-4G-15-ATSC-60BLK

9-3415-4G-15-PAL-60BLK

## 4G - Consoles



DISPLAY	4 Series 15" Touchscreen	4 Series 10" Touchscreen	4 Series 10"
DISPLAY TYPE	Capacitive Touchscreen	Capacitive Touchscreen	Full Color LCD Display, non-touch
MULTI-LANGUAGE OPTIONS	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Finnish, Danish, Chinese, Japanese, Turkish, Polish, Russian, Hebrew, Czech, Slovak	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Chinese, Japanese, Polish	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Chinese, Japanese, Polish
PRE-PROGRAMMABLE WORK OUTS	Yes, 20+	Yes, 20+	Yes, 20+
QUICK START OPTIONS	Yes, single button start options	Yes, single button start options	Yes, single button start options
TV TUNER ENABLED	Yes (Global TV tuner options)	No	No
ETHERNET AND WIFI ENABLED	Yes	No	No
BLUETOOTH DATA TRACKING/APP CONNECTIVITY	Yes	No	No
BLUETOOTH HEADPHONES	Yes	No	No
BLUETOOTH HEART RATE	Yes	No	No
APPLE GYMKIT/SAMSUNG GALAXY WATCH CONNECTIVITY	Yes	No	No
RUNTV INTEGRATED WORKOUT VIDEOS	Yes	No	No
INTEGRATED WEB-BASED APPS	Yes	No	No
CUSTOMIZABLE HOME SCREEN	Yes	No	No
HDMI STREAMING	Yes; cables not included	No	No
USB	USB port for software updates and device charging; cables not included	USB port for software updates and device charging; cables not included	USB port for software updates and device charging; cables not included
RFID	Optional	No	No
IPTV/SET TOP BOX COMPATIBLE	Yes, add-on accessories required	No	No
ANT+ FOR GROUP DISPLAY	Yes	No	No
PERSONAL FAN	Yes, programmable auto start	Yes, programmable auto start	Yes, programmable auto start
ASSET MANAGEMENT	Ecofit Optional	Ecofit Optional	Ecofit Optional
TABLET HOLDER	Integrated front	Integrated front	Integrated front
PVS	No	No	Optional
800/900 MHZ RECEIVER	No	No	No

# CORE PRODUCT WARRANTY MATRIX

Each Core Health & Fitness product will carry its own limited warranty as set forth on the Official Core Health & Fitness website. Such warranty will be buyer's sole and exclusive remedy for any breach of warranty. Core Health & Fitness disclaims all other warranties expressed or implied or statutory, including any warranty of merchantability, any warranty of fitness for a particular purpose and any implied warranties arising from a course of dealing or usage of trade. This warranty supersedes all other warranties, including any warranties based on oral representations. This warranty extends only to the original end user customer and is not transferable. This warranty does not cover defects caused by negligence, improper maintenance, improper storage, misuse, installation not in accordance with Core Health & Fitness printed instructions, abuse, normal wear and tear, contact with liquids, application of unapproved third party products. Core Health & Fitness sole liability under this or any other warranty expressed or implied is limited to repair or replacement or refund as determined solely by Core Health & Fitness. Repair, replacement or refund as determined solely by Core Health & Fitness will be the sole and exclusive remedies for breach of warranty or any other legal theory including theories for the recovery of consequential or incidental damages. Some states do not allow the exclusion or limitation of consequential and consequential damages, so the above limitation may not apply. Warranty returnable items are required to be returned to Core Health & Fitness within 21 days of the parts arriving or service completion. Any items not returned within 21 days may be subject to a core charge.

## UNITED STATES / CANADA - WARRANTY STATEMENT

	<b>COMMERCIAL</b> Facilities that charge dues and/or > 8 hours/ day usage	<b>LIGHT COMMERCIAL/VERTICAL</b> Non-dues paying facility and < 8 hours/day usage	<b>CONSUMER</b> Home setting, equipment used by home occupants only.	<b>UK / GERMANY / SPAIN / BRAZIL</b> INTERNATIONAL COMMERCIAL	<b>ALL OTHER GLOBAL MARKETS</b> INTERNATIONAL DISTRIBUTION
<b>STAR TRAC 10TRX FREEMOVER™ STARMASTER 10G</b>	Limited 10 year warranty on structural frame not including coatings, all other components 5 years parts and labor.	Limited 10 year warranty on structural frame not including coatings, all other components 5 years parts and labor.	Limited 10 year warranty on structural frame not including coatings, all other components 10 years parts and 5 years labor.	Limited 10 year warranty on structural frame not including coatings, all other components 5 years parts and labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 5 years parts.
<b>STAR TRAC 6 &amp; 8 SERIES STAR TRAC 6 SERIES TRICALMILLS, STAR TRAC 8 SERIES TRICALMILLS</b>	Limited 10 year warranty on structural frame not including coatings, motor and MCB 5 years parts and labor, all other components warranted for 2 years parts and 1 year labor, wear items* 1 year parts and labor.	Limited 10 year warranty on structural frame not including coatings, motor and MCB 5 years parts and labor, all other components warranted for 3 years parts and 3 years labor, wear items* 1 year parts and labor.	Limited 10 year warranty on structural frame not including coatings, motor and MCB 5 years parts and labor, all other components warranted for 10 years parts and 3 years labor, wear items* 1 year parts and labor.	Limited 10 year warranty on structural frame not including coatings, motor and MCB 5 years parts and labor, all other components warranted for 2 years parts and 2 years labor, wear items* 2 year parts and labor.	Limited 10 year warranty on structural frame not including coatings, motor and MCB 5 years parts, all other components warranted for 2 years parts, wear items* 1 year parts.
<b>STAR TRAC 6 &amp; 8 SERIES ELLIPTICALS, UPRIGHT/RECLINING BIKE, &amp; STAR TRAC VERTICAL BIKE</b>	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts and 1 year labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 3 years parts and 3 years labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 10 years parts and 3 years labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts and 2 years labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts.
<b>STARMASTER BOX, FREESPINNER, JACOBS LADDER (L, XL &amp; STARWAY OTU)</b>	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts and 1 year labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 3 years parts and 3 years labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 10 years parts and 3 years labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts and 2 years labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts.
<b>STARMASTER JACOBS LADDER 2</b>	Not intended for commercial use.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 3 years parts and 3 years labor. LCD Other Cardio: 3/3/0	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 3 years parts and 3 years labor.	Not intended for commercial use.	Light Commercial* Only -- Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts.
<b>STAR TRAC 4 SERIES TRICALMILL</b>	Not intended for commercial use.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 5 years parts and 2 years labor, wear items* 1 year parts and labor.	Limited 10 year warranty on structural frame not including coatings, motor & MCB 5 years parts and labor, all other components warranted for 10 years parts and 3 years labor, wear items* 1 year parts and labor.	Not intended for commercial use.	Light Commercial* Only -- Limited 10 year warranty on structural frame not including coatings, 5 years parts, 1 year wear items*.
<b>STAR TRAC 4 SERIES CROSS TRAINER, UPRIGHT BIKE, RECLINING BIKE, &amp; 4G</b>	Not intended for commercial use.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 5 years parts and 2 years labor.	Limited 10 year warranty on structural frame not including coatings, motor & MCB 5 years parts and labor, all other components warranted for 10 years parts and 3 years labor.	Not intended for commercial use.	Light Commercial* Only -- Limited 10 year warranty on structural frame not including coatings, 5 years parts, 1 year wear items*.
<b>STAR TRAC 5-TRC</b>	Limited 10 year warranty on structural frame not including coatings, motor and MCB 5 years parts and labor, all other components warranted for 2 years parts and 1 year labor.	Limited 10 year warranty on structural frame not including coatings, motor & MCB 5 years parts and labor, all other components warranted for 3 years parts and labor, wear items* 1 year parts and labor.	Limited 10 year warranty on structural frame not including coatings, motor & MCB 5 years parts and labor, all other components warranted for 10 years parts and 3 years labor, wear items* 1 year parts and labor.	Limited 10 year warranty on structural frame not including coatings, motor & MCB 5 years parts and labor, all other components warranted for 2 years parts and 2 years labor, wear items* 2 years parts and labor.	Limited 10 year warranty on structural frame not including coatings, motor & MCB 5 years parts, all other components warranted for 2 years parts, wear items* 1 year parts.
<b>STAR TRAC 5-TRX</b>	Not intended for commercial use.	Limited 10 year warranty on structural frame not including coatings, motor & MCB 5 years parts and labor, all other components warranted for 3 years parts and labor, wear items* 1 year parts and labor.	Limited 10 year warranty on structural frame not including coatings, motor & MCB 5 years parts and labor, all other components warranted for 10 years parts and 3 years labor, wear items* 1 year parts and labor.	Not intended for commercial use.	Light Commercial* Only -- Limited 10 year warranty on structural frame not including coatings, motor & MCB 5 years parts, all other components warranted for 2 years parts, wear items* 1 year parts.
<b>STAR TRAC 5 SERIES CROSS TRAINER, UPRIGHT BIKE, &amp; RECLINING BIKE</b>	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts and 1 year labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 3 years parts and 3 years labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 10 years parts and 3 years labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 10 years parts and 3 years labor.	Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts.

\*Wear items include treadmill belts and decks. Contact your Core Health & Fitness sales representative for full commercial, light commercial and consumer warranty detail. Additional restrictions may apply, see your sales representative for detailed warranty information. Warranty is subject to change, warranties vary in different countries. Warranty period begins on the date that product is installed, determined by registration with Core at time of install. Registration is required, and registration effective date can be no later than 1 year after initial ship date from Core. Updated 1/2026



ORDINANCE NO. 2-26

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (149) TO REZONE 1277, 1391, 1402, AND 1509 36<sup>th</sup> STREET SW FROM R-2 RESIDENTIAL DISTRICT TO RO-1 RESTRICTED OFFICE DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (149) to read as follows:

- (149) (a) To rezone the following described property at 1509 36<sup>th</sup> St SW (parcel number 41-17-14-351-025) from R-2 Residential District to RO-1 Resitricted Office District:

PART SW 1/4 COM 460.46 FT E OF SW COR OF SEC TH N PARL WITH W SEC LINE 217 FT TH E PARL WITH S SEC LINE 200 FT M/L TO E LINE OF W 1/2 SW 1/4 SW 1/4 TH S ALONG SD E LINE 217 FT TO S SEC LINE TH W TO BEG \* SEC 14 T6N R12W 1.00 A.

- (b) To rezone the following described property at 1402 36<sup>th</sup> St SW (parcel number 41-17-23-101-027) from R-2 Residential District to RO-1 Resitricted Office District:

LOTS 1 & 2 BLK 1 \* MC COLLUM PLAT

- (c) To rezone the following described property at 1391 36<sup>th</sup> St SW (parcel number 41-17-14-381-021) from R-2 Residential District to RO-1 Resitricted Office District:

LOTS 347 & 348 \* SUNSET PARK

- (d) To rezone the following described property at 1277 36<sup>th</sup> St SW (parcel number 41-17-14-383-024) from R-2 Residential District to RO-1 Resitricted Office District:

LOT 299 & E 25 FT OF LOT 300 \* SUNSET PARK SPLIT/COMBINED ON 06/09/2015 FROM 41-17-14-383-020, 41-17-14-383-022

Section 2. That this ordinance shall take effect fifteen days after enactment nor before notification by publication of adoption as provided by the City of Wyoming Charter or State of Michigan law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2026.

Ordinance No. 2-26  
Introduced: 01.20.2026  
Adopted: \_\_\_\_\_

# CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509  
616.530.7259 | wyomingmi.gov

January 14, 2026

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request for a rezoning from R-2 Residential District to RO-1 Restricted Office District at 1509, 1402, 1391, and 1277 36<sup>th</sup> Street SW (Sections 14 and 23)(Wyoming Planning Staff)

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on December 16, 2025. At the meeting, staff recommended approval of the rezoning request and a motion was made by Randall, supported by Zapata, to recommend that City Council approve the proposed rezoning. The motion to approve this rezoning request passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

The subject parcels are all zoned as R-2 residential, yet operating as commercial businesses. These discrepancies between zoning and land use are the result of a series of narrowly-tailored variances. Each variance was unique to the property and the applicant's business. For example, one of the properties has a variance to operate a dental office. These narrowly-tailored variances may have been granted with the best of intentions and allow for the properties to return to residential uses. However, over decades since the variances were granted, improvements to the properties have made them both more and more suitable for office uses and less and less suitable for residential uses. As property owners and business owners look to retire or convey these properties to new ownership, they are struggling to find tenants or buyers that satisfy the narrow constraints of these variances. Staff worked to identify the properties along this corridor with these specific variances and recommends rezoning them to RO-1 Restricted Office to allow for a wider variety of users that still respect the intent of the variances and the current conditions of the properties.

No members of the public offered comment. Commissioner Hall asked whether any other nearby properties had similar variances and staff informed him that these were all of the properties with these narrowly-tailored use variances along 36<sup>th</sup> Street.

If approved for the proposed rezoning, the property owner would not be required to make any changes to their properties and would still need site plan approval for redevelopment of their properties.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end of the name.

Nicole Hofert, Director of Community and Economic Development  
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 2

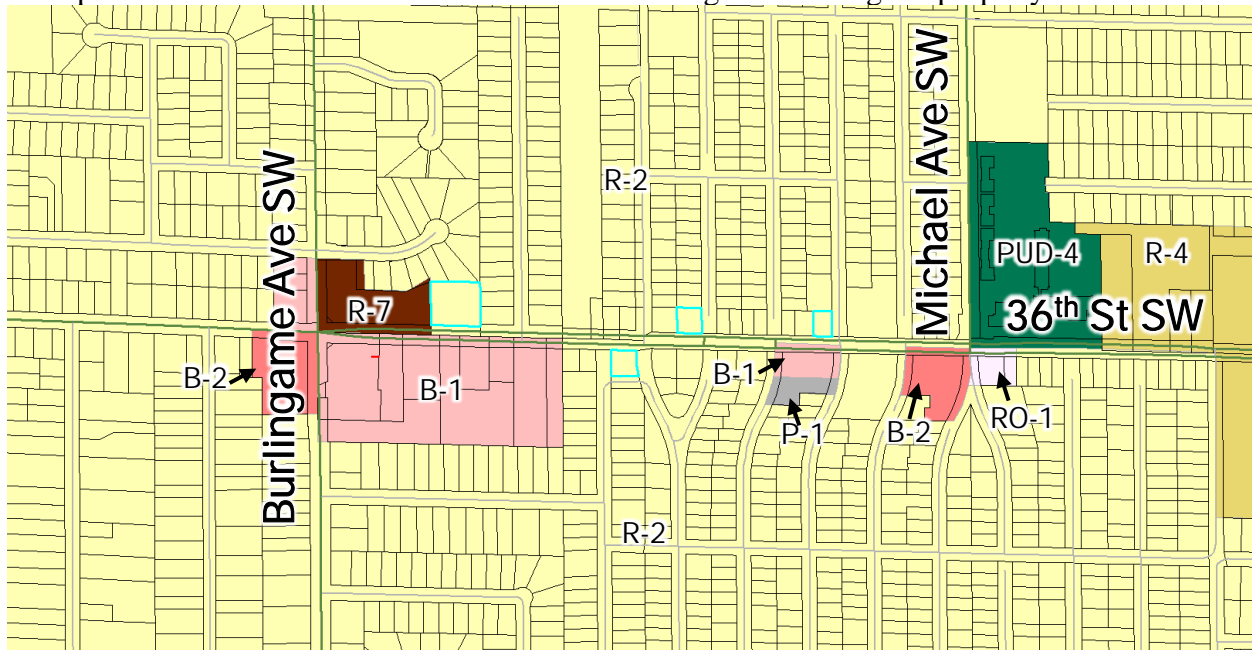
**DATE DISTRIBUTED:** December 9, 2025  
**PLANNING COMMISSION DATE:** December 16, 2025  
**ACTION REQUESTED:** Request for Rezoning from R-2 Residential District to RO-1 Restricted Office District  
**REQUESTED BY:** Wyoming Planning Staff  
**REPORT PREPARED BY:** Paul Smith, Assistant Director of Community & Economic Development

**GENERAL LOCATION DESCRIPTION:**

The properties are located at 1277, 1391, 1402, and 1509 36<sup>th</sup> Street SW. The properties are situated along 36<sup>th</sup> Street Corridor between Burlingame Avenue SW and Michael Avenue SW, ranging in size from approximately 0.17 to 0.81 acres.

**EXISTING ZONING CHARACTERISTICS:**

These parcels are zoned R-2 Residential District. Zoning surrounding the property follows:



North: R-2 Residential District

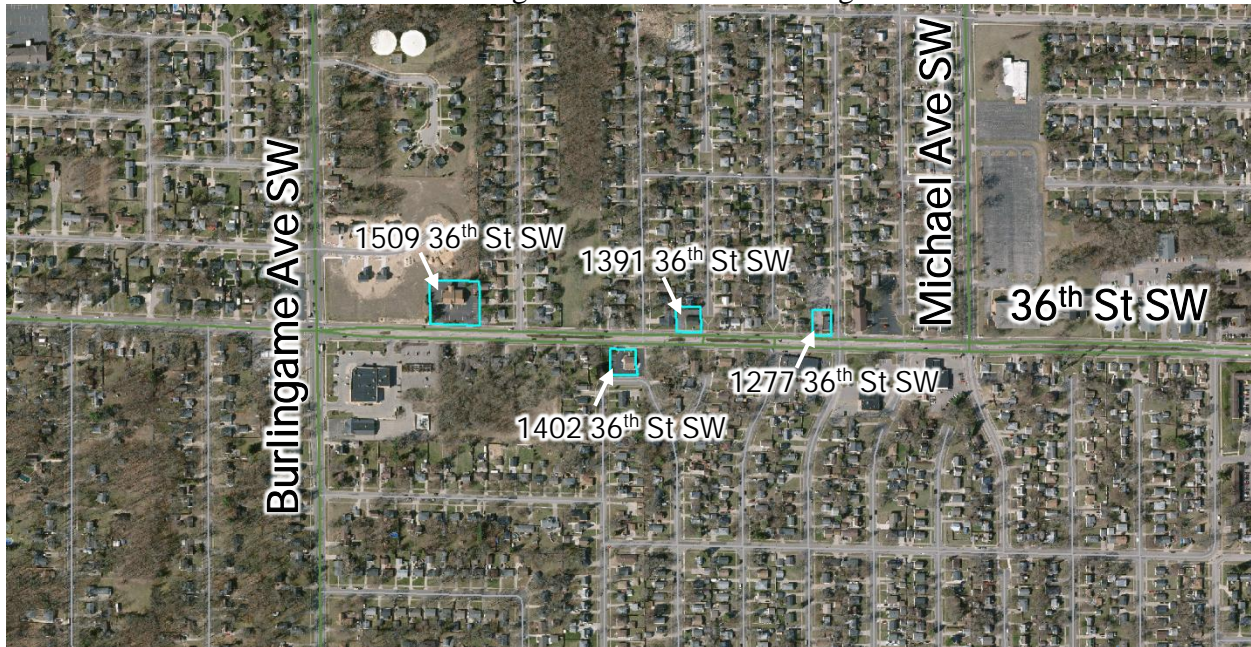
South: R-2 Residential District, B-1 Local Business District, B-2 General Business District, P-1 Vehicular Parking District

East: R-2 Residential District, B-1 Local Business District, P-1 Vehicular Parking District, RO-1 Restricted Office District, B-2 General Business District, PUD-4 General Planned District, R-4 Residential District

West: R-2 Residential District, B-1 Local Business District, R-7 Residential District, B-2 General Business District

**EXISTING LAND USE:**

Across the four parcels, each site has an existing building relating to office, financial institution, or medical office uses. Uses surrounding the site are the following:



North: Residential – Single Family, Daycare

South: Residential – Single Family, Commercial – Restaurant, Retail

East: Residential – Single Family, Place of Worship, Fire Station #4, Multi-Family

West: Residential – Single Family, Commercial – Gasoline Station, Car Wash, Restaurant, Florist, Professional Services

**PROJECT INFORMATION:**

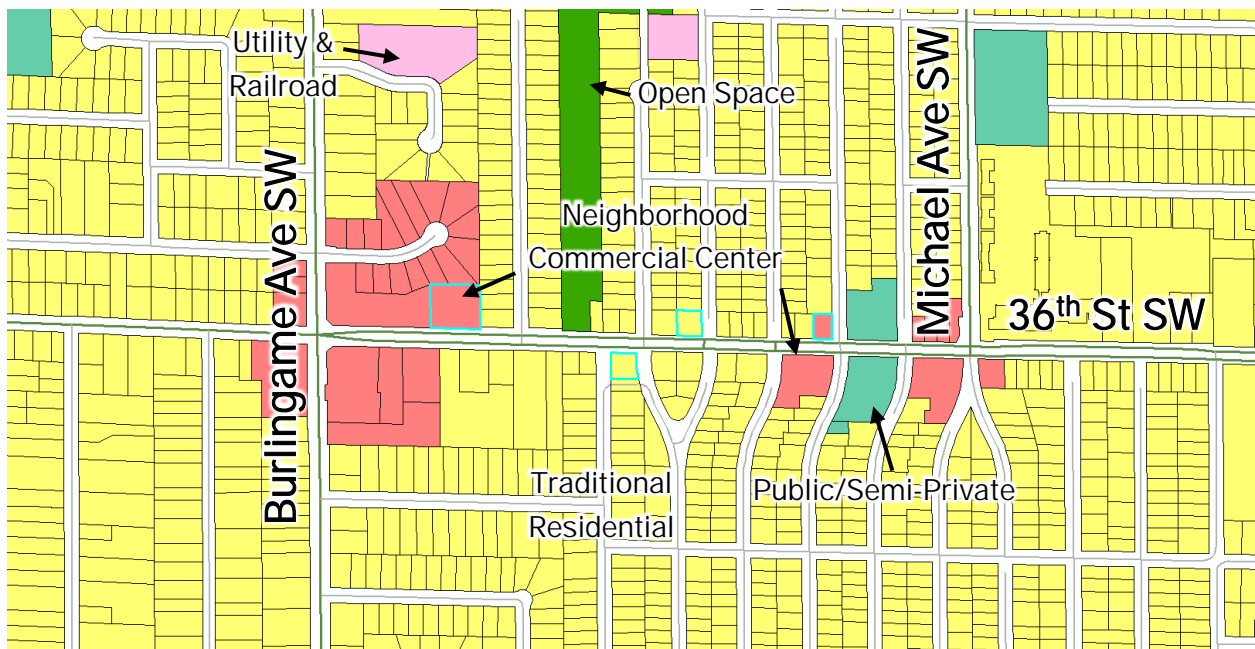
The subject parcels are all zoned as R-2 residential, yet operating as commercial businesses. These discrepancies between zoning and land use are the result of a series of narrowly-tailored variances. Each variance was unique to the property and the applicant’s business. For example, one of the properties has a variance to operate a dental office. These narrowly-tailored variances may have been granted with the best of intentions and allow for the properties to return to residential uses. However, over decades since the variances were granted, improvements to the properties have made them both more and more suitable for office uses and less and less suitable for residential uses. As property owners and business owners look to retire or convey these properties to new ownership, they are struggling to find tenants or buyers that satisfy the narrow constraints of these variances. Staff worked to identify the properties along this corridor with these specific variances and recommends rezoning them to RO-1 Restricted Office to allow for a wider variety of users that still respect the intent of the variances and the current conditions of the properties.

**CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:**

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City’s Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as either Traditional Residential or Local Neighborhood Commercial Center. The Master Plan contemplates commercial development along this corridor and encourages areas of transition between neighborhood commercial centers and traditional residential to “support businesses, create community identity, and activate the area.” These rezonings satisfy this standard by legitimizing commercial properties that are “sensitive to surrounding residential areas and reflect local scale and character.”



(b) *Compatibility of the allowed uses with existing and future land uses;*

These properties are already being used for a variety of commercial office uses, which are compatible with the proposed RO-1 Restricted Office zoning and required a use variance to be permitted in their current R-2 Residential zoning. Expanding the permitted uses to include a broader group of commercial office uses will not have an adverse effect on neighboring properties.

(c) *Capability of the property to be served by public services;*

The subject properties are already served by public services and the proposed zoning would not impact their ability to be so.

(d) *Ability of the property to be used as currently zoned; and*

The subject properties are already developed as commercial offices. A number of the

structures were originally built as single family homes and converted for office use, but those conversions have made them unsuitable for residential use and converting them back to residential use would be prohibitively expensive.

- (e) *Appropriateness of all uses allowed within the proposed district at the property location.* The RO-1 Restricted Office district allows for a variety of commercial office uses, and up to 25% of the ground floor can be used for the retail and services uses allowed in the B-1 Local Business district. These small-scale commercial uses are appropriate for properties fronting a commercial corridor and abutting a residential neighborhood.

## **STAFF COMMENTS**

### *(A) Dimensional Standards*

The dimensional standards for RO-1 Restricted Office are less restrictive than R-2 Residential. The minimum lot area is 1,900 square feet smaller and the front yard set back is 5 ft narrower. Some of the subject parcels do not meet the minimum dimensional standards for their current R-2 Residential zoning districts, but all of the subject parcels meet the minimum dimensional standards for the proposed RO-1 Restricted Office zoning district. The differences in dimensional standards are unlikely to result in any parcel splits.

### *(B) Location*

The subject properties are all located along the 36<sup>th</sup> commercial corridor and their primary ingress and egress are onto that thoroughfare.

### *(C) Process*

The Planning Commission is only considering the rezoning of these parcels. The rezoning will receive two readings at City Council.

- December 16 – Planning Commission considers rezoning request.
- January 5 – City Council hears the first reading of the rezoning request.
- February 2 – City Council hears the second reading of the rezoning request.

## **CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:**

**Sustainability:** The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

These properties are currently limited by their mismatched zoning and land use. Allowing these properties to be leased and sold for a variety of commercial office uses will increase their property values and the economic strength of the City of Wyoming.

## **PLANNING COMMISSION ACTION:**

The Development Review Team recommends the Planning Commission grant the RO-1 rezoning

request at 1277, 1391, 1402, and 1509 36<sup>th</sup> Street SW and recommend the same to City Council.

**DEVELOPMENT REVIEW TEAM:**

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Deputy City Manager

US-131 (Section 36) (Lakewood Architecture, Ed Rietman)

Hyble explained that 56<sup>th</sup> Street west of Clay Avenue is currently an asphalt road that primarily serves two adjacent properties and terminates just east of US-131. Street vacations reduce the City's maintenance responsibilities, positively impact the surrounding parcels, and improve the function of adjacent uses.

The portion of 56<sup>th</sup> Street proposed to be vacated does not need to be public ROW since adjacent properties are all owned by the same owner; therefore no adjacent property owners will lose access to their properties as a result of the vacation. The vacation would benefit the City since the roadway vacated would no longer need to be maintained by the City.

The section of 56<sup>th</sup> Street proposed to be vacated has been used on several occasions as an emergency egress route for vehicles trapped on Clay Avenue as a result of Buck Creek flooding the road, following an intense rainfall. Trapped vehicles have used 56<sup>th</sup> Street, 505 56<sup>th</sup> Street, and the US-131 northbound exit ramp to access 56<sup>th</sup> Street during flooding events that closed Clay Avenue. An agreement for emergency egress access will be finalized between Wyoming Engineering and the owner of 505 56<sup>th</sup> Street before 56<sup>th</sup> Street is vacated to guarantee vehicles the ability to exit Clay Avenue even when the road is flooded.

Micele opened the public hearing at 7:05PM.

There was no public comment and the hearing was closed.

A motion was made by Weller, supported by Lamer to approve the proposed right-of-way vacation and recommend the same to City Council.

Hall asked who would be responsible for maintaining the emergency route after the vacation.

Hyble said it would be said it would be the responsibility of the property owner.

A vote on the motion passed unanimously.

#### AGENDA ITEM NO. 2

Request for a special land use for a rezoning from R-2 Residential District to RO-1 Restricted Office District at 1277, 1391, 1402, and 1509 36<sup>th</sup> St SW (Section 14 & 23) (Wyoming Planning Staff)

Smith explained that the sites are all zoned R-2 Residential District and outlined the various uses of the surrounding land.

Smith said that the subject parcels are all zoned as R-2 residential, yet operating as commercial businesses. These discrepancies between zoning and land use are the result of a series of narrowly-tailored variances. Each variance was unique to the property and the applicant's business. For example, one of the properties has a variance to operate a dental office.

These narrowly-tailored variances may have been granted with the best of intentions and allow for the properties to return to residential uses. However, over decades since the variances were granted, improvements to the properties have made them both more and more suitable for office uses and less and less suitable for residential uses.

As property owners and business owners look to retire or convey these properties to new ownership, they are struggling to find tenants or buyers that satisfy the narrow constraints of these variances. Staff worked to identify the properties along this corridor with these specific variances and recommends rezoning them to RO-1 Restricted Office to allow for a wider variety of users that still respect the intent of the variances and the current conditions of the properties.

Conformance with ordinance standards and findings of fact:

Section 90-516(6) establishes general review standards for rezonings:

(A) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as either Traditional Residential or Local Neighborhood Commercial Center. The Master Plan contemplates commercial development along this corridor and encourages areas of transition between neighborhood commercial centers and traditional residential to "support businesses, create community identity, and activate the area." These rezonings satisfy this standard by legitimizing commercial properties that are "sensitive to surrounding residential areas and reflect local scale and character."

(B) *Compatibility of the allowed uses with existing and future land uses;*

These properties are already being used for a variety of commercial office uses, which are compatible with the proposed RO-1 Restricted Office zoning and required a use variance to be permitted in their current R-2 Residential zoning. Expanding the permitted uses to include a broader group of commercial office uses will not have an adverse effect on neighboring properties.

(C) *Capability of the property to be served by public services;*

The subject properties are already served by public services and the proposed zoning would not impact their ability to be so.

(D) *Ability of the property to be used as currently zoned; and*

The subject properties are already developed as commercial offices. A number of the structures were originally built as single family homes and converted for office use, but

those conversions have made them unsuitable for residential use and converting them back to residential use would be prohibitively expensive.

(D) *Appropriateness of all uses allowed within the proposed district at the property location.*  
The RO-1 Restricted Office district allows for a variety of commercial office uses, and up to 25% of the ground floor can be used for the retail and services uses allowed in the B-1 Local Business district. These small-scale commercial uses are appropriate for properties fronting a commercial corridor and abutting a residential neighborhood.

Staff comments

(A) *Dimensional Standards*

The dimensional standards for RO-1 Restricted Office are less restrictive than R-2 Residential. The minimum lot area is 1,900 square feet smaller and the front yard set back is 5 ft narrower. Some of the subject parcels do not meet the minimum dimensional standards for their current R-2 Residential zoning districts, but all of the subject parcels meet the minimum dimensional standards for the proposed RO-1 Restricted Office zoning district. The differences in dimensional standards are unlikely to result in any parcel splits.

(B) *Location*

The subject properties are all located along the 36<sup>th</sup> commercial corridor and their primary ingress and egress are onto that thoroughfare.

(C) *Process*

The Planning Commission is only considering the rezoning of these parcels. The rezoning will receive two readings at City Council.

- December 16 – Planning Commission considers rezoning request.
- January 5 – City Council hears the first reading of the rezoning request.
- February 2 – City Council hears the second reading of the rezoning request.

Smith said that the Development Review Team recommends the Planning Commission grant the RO-1 rezoning request at 1277, 1391, 1402, and 1509 36<sup>th</sup> Street SW and recommend the same to City Council.

Micele opened the public hearing at 7:11PM.

There was no public comment, and the hearing was closed.

A motion was made by Randall, supported by Zapata to grant the RO-1 rezoning request at 1277, 1391, 1402, and 1509 36<sup>th</sup> ST SW and recommend the same to City Council.

Hall asked if there were more properties like these along 36th Street.

Smith replied that this request had captured all of the relevant parcels.

A vote on the motion passed unanimously.

### AGENDA ITEM NO. 3

Request for a special land use for a drive-through restaurant at 5640 Wilson Ave SW (Section 32) (Matt Vanwoerkom)

Blair explained that the site is zoned PUD-1 Low Density Planned Unit Development and outlined the various uses of the surrounding land.

Blair said that the applicant is proposing two buildings (10,000 sq ft and 7,480 sq ft) on the site, with the larger of the two buildings being broken down as a multi-tenant building. This building is proposed to have the drive-through use that is the subject of the Special Use request. Both of these buildings will house B-1 uses, which are allowed as part of the PUD-1 development plan. The applicant is also proposing landscaping to replace elements of natural areas that will be cleared for the development. The site will be accessed indirectly from both Wilson Avenue SW and 56<sup>th</sup> Street SW, and provide adequate parking for the expected retail, commercial, medical, and office space proposed.

Conformance with ordinance standards and findings of fact:

Section 90-507(3) establishes general review standards for special approval uses:

- (a) *The possible substantial and permanent adverse effect on neighboring property.*  
The proposed use is not expected to have any adverse effect on the neighboring property. The applicant has proposed a design for the drive-through window that will place the pickup area behind the building, with stacking spaces independent of required drive aisles.
- (b) *The consistency with the spirit, purpose and intent of this chapter.*  
The proposed use aligns with the spirit, purpose, and intent of the zoning code to regulate proper land use and provide adequate services to the residents of Wyoming.
- (c) *The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.*  
The applicant's proposal provides adequate parking for the proposed use, and the City's Engineering Office is comfortable with the ingress/egress and circulation plans provided. It is unlikely that the proposed use will have an adverse effect on traffic.
- (d) *The tendency of the proposed use to create any type of blight within the immediate area.*