



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

- 1) Call to Order**
- 2) Invocation – Rick Pilienci - Grace Christian University**
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 March 2, 2026, Regular Meeting and Closed Session, and March 9, 2026, Work Session
- 6) Approval of Agenda**
- 7) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. 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. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
 - 7:01 p.m. To Determine the Necessity of and Specially Assessing the Costs for a Spongy Moth Suppression Project, Special Assessment Roll 26-823
 - 7:02 p.m. To Determine the Necessity of and Specially Assessing the Costs for a Spongy Moth Suppression Project, Special Assessment Roll 26-824
 - 7:03 p.m. To Consider Approval of an Application for Two Industrial Facilities Exemption Certifications for Leedy Manufacturing Company in Industrial Development District and Plant Rehabilitation District No. 134
- 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

- a) Budget Amendment No. 22 – To Appropriate an Additional \$10,152,888 of Budgetary Authority Related to Water and Sewer Bond Issuances and Recognize the Associated Proceeds

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 Schedule a Public Hearing on the Proposed Special Assessment Roll #26-823 for the Spongy Moth Suppression Project (April 6, 2026, at 7:01 p.m.)
- b) To Schedule a Public Hearing on the Proposed Special Assessment Roll #26-824 for the Spongy Moth Suppression Project (April 6, 2026, at 7:02 p.m.)

14) Resolutions

- c) To Declare the Necessity of the 2026 Spongy Moth Suppression Project and Establish Special Assessment District #26-823 to Defray Project Costs
- d) To Declare the Necessity of the 2026 Spongy Moth Suppression Project and Establish Special Assessment District #26-824 to Defray Project Costs
- e) To Approve the Application for Two Industrial Facilities Exemption Certifications for Leedy Manufacturing Company in Industrial Development District and Plant Rehabilitation District No. 134
- f) To Appoint Carly Bacon Attorney Magistrate for the 62-A District Court

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

- g) To Accept a Proposal for Communications Support
- h) To Authorize the City Manager and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company
- i) To Accept a Proposal for Drinking Water Plant Basket Screen Repairs
- j) To Accept a Contract Amendment for Janitorial Services
- k) To Concur with Engine Replacement and Repairs to Dump Trucks (Budget Amendment No. 21)
- l) To Accept Contract Amendments for the Purchase of Bituminous Paving Materials
- m) To Accept a Contract Amendment for the Purchase of Ready Mix Concrete
- n) To Accept a Contract Amendment for the Purchase of Topsoil
- o) For Award of Bids
 - 1. Plumbing Supplies
 - 2. Fertilizer
 - 3. Shredded Bark and Wood Chips

16) Ordinances

17) Informational Material

18) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for 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 or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

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

CITY OF WYOMING BUDGET AMENDMENT

Date: March 16, 2026

Budget Amendment No. 022

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$10,152,888 of budgetary authority related to water and sewer bond issuances and recognize the associated proceeds.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Fund</u>				
Bond Payments Series 2024 3rd TransmissionMain				
591-537-92500-991.224	\$ 260,000.00	\$ 137,500.00	\$ -	\$ 397,500.00
Bond Payments Series 2025 - Surge Suppression				
591-537-92500-991.125	\$ -	\$ 132,500.00	\$ -	\$ 132,500.00
Interest Expense 2025 Bonds-Surge Suppression				
591-537-92500-993.125	\$ -	\$ 187,387.00	\$ -	\$ 187,387.00
Bond Payments Series 2011 - SRF Holland				
591-537-92500-991.111	\$ 152,128.00	\$ 25,751.00	\$ -	\$ 177,879.00
Interest Expense Bond Series 2011 - SRF Holland				
591-537-92500-993.111	\$ 28,567.00	\$ 4,127.00	\$ -	\$ 32,694.00
Professional Services 2025 Bonds-Surge Suppression				
591-537-92500-994.125	\$ -	\$ 197,850.00	\$ -	\$ 197,850.00
Capital Outlay Surge Suppression-Bond Only				
591-537-57300-986.125	\$ -	\$ 9,163,180.00	\$ -	\$ 9,163,180.00
Bond Proceeds 2025 Bonds Revenue-Surge Suppr				
591-696.125	\$ -	\$ 9,163,180.00	\$ -	\$ 9,163,180.00
Fund Balance/Working Capital (Fund 591)			\$ 685,115.00	
<u>Sewer Fund</u>				
Professional Services 2024 Bonds-Blowers				
590-536-92500-994.124	\$ 100.00	\$ 400.00	\$ -	\$ 500.00
Bond Payments Series 2026-Headworks Project				
590-536-92500-991.126	\$ -	\$ 52,500.00	\$ -	\$ 52,500.00
Interest Expense 2026 Bonds-Headworks Project				
590-536-92500-993.126	\$ -	\$ 81,213.00	\$ -	\$ 81,213.00
Professional Services 2026 Bonds-Headworks Project				
590-536-92500-994.126	\$ -	\$ 153,433.00	\$ -	\$ 153,433.00
Amortize Bond 2018 Refunding				
590-536-92500-969.118	\$ -	\$ 4,983.00	\$ -	\$ 4,983.00
Amortize Bond 2021 Refunding				
590-536-92500-969.121	\$ -	\$ 12,064.00	\$ -	\$ 12,064.00
Bond Proceeds 2026 Bonds Revenue-Headworks				
590-696.126	\$ -	\$ 4,800,000.00	\$ -	\$ 4,800,000.00
Fund Balance/Working Capital (Fund 590)		\$ 4,495,407.00		

Recommended: _____
Senior Accountant City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE PROPOSED SPECIAL
ASSESSMENT ROLL #26-823 FOR THE SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. The City Council has previously determined spongy moths can cause significant damage to property.
2. The City Assessor prepared proposed special assessment roll #26-823 to specially assess specially benefitted parcels (those depicted on the drawing attached as Exhibit A and listed on Exhibit B) for costs of the 2026 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria called *Bacillus Thuringiensis (Bt)* (under the brand name Foray 76B or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$38.00 per parcel.
3. A public hearing is required to provide all those with property interests that may be subject to the proposed special assessment to offer objections to and comments on the proposed special assessment roll.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #26-823 shall be filed in the Office of the City Clerk for public examination.
2. The City Council will hold a public hearing during its regular meeting of Monday, **April 6, 2026, at 7:01 p.m.**, for the purpose of hearing owners of parcels to be assessed on special assessment roll #26-823 and others interested in the proposed special assessment and the Project.
3. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
 - a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
 - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
4. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

Resolution No. _____

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing (2nd Letter)

Resolution No. _____

March 19, 2026

Re: Notice of Public Hearing Before Finalizing Spongy Moth Suppression Project Charges

Dear Property owner/occupant:

Introduction: The Wyoming City Council decided it will apply an aerial biological insecticide spray for spongy moth suppression in certain areas of the city and to charge property owners within those areas for the cost of that project. The City Council will next consider how much to charge against the properties in that area. Your property is within the project area. It is proposed that the City Council approve an assessment of **\$38.00** per residential lot (one-half acre or less). This amount would be added on the 2026 summer property tax bill.

Legal Notice: The City Council intends to defray all costs of a project consisting of the 2026 aerial insecticide spray for spongy moth suppression against the parcels in special assessment district #26-823. Property you own will be specially assessed. The amount of the proposed special assessment is **\$38.00** per standard residential lot. A map and list of affected properties is on the City's website at www.wyomingmi.gov, via email at clerk_info@wyomingmi.gov or by calling (616)530-7296.

At its meeting on Monday, April 6, 2026, at 7:00 p.m., the City Council will hold a public hearing to take comments from interested persons about the proposed special assessments. This meeting will take place in the Council Chambers in City Hall, 1155 28th Street SW, Wyoming, Michigan. Property owners may appeal the special assessment to the Michigan Tax Tribunal (MTT) within 30 days after confirmation of the assessment roll (which may occur at this same April 6, 2026 meeting). Protest in writing before or during the public hearing or verbally during the public hearing is required to appeal to the MTT.

Those wishing to comment on this proposed spongy moth suppression project may do so by sending written comments to clerk_info@wyomingmi.gov or to City Hall by first class mail or in person at the meeting. Persons with impairments or disabilities needing accommodations or who need language assistance services may contact the City Clerk at least 36 hours before the meeting to make accommodation arrangements.

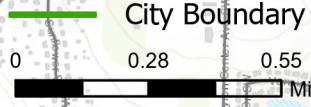
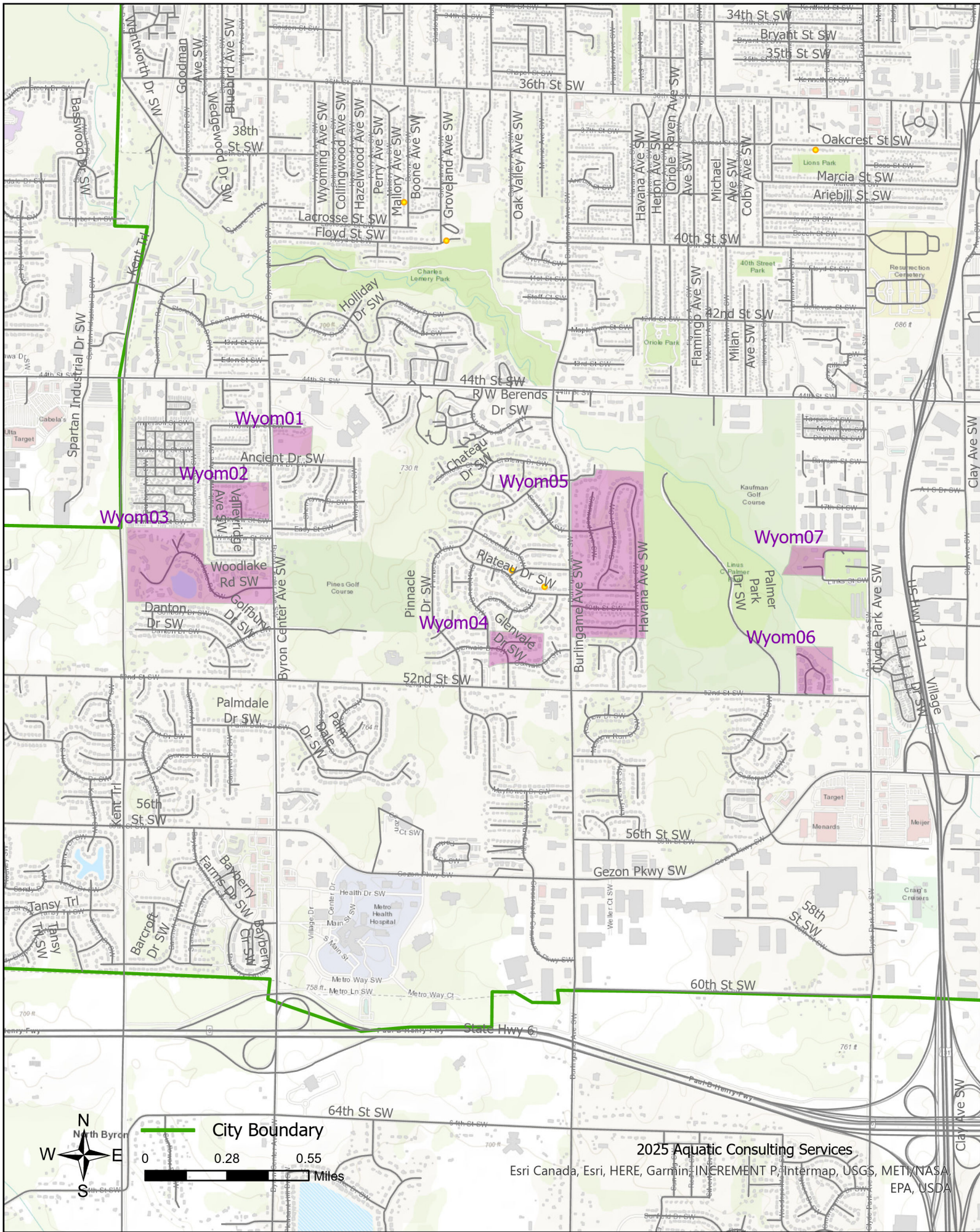
If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk

City of Wyoming Spongy Moth Report Map 2026



Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-26-276-028	862	47TH ST SW	41-17-26-303-007	2450	CHASSELL ST SW
41-17-26-156-015	1430	50TH ST SW	41-17-26-302-022	2460	CHASSELL ST SW
41-17-26-303-014	1431	50TH ST SW	41-17-26-303-006	2470	CHASSELL ST SW
41-17-26-302-014	1436	50TH ST SW	41-17-26-302-006	2500	CHASSELL ST SW
41-17-26-303-013	1437	50TH ST SW	41-17-26-352-018	2510	CHASSELL ST SW
41-17-26-302-013	1442	50TH ST SW	41-17-26-352-006	2520	CHASSELL ST SW
41-17-26-305-020	1443	50TH ST SW	41-17-26-302-021	2530	CHASSELL ST SW
41-17-26-305-019	1450	50TH ST SW	41-17-26-303-005	2550	CHASSELL ST SW
41-17-26-305-018	1451	50TH ST SW	41-17-26-302-005	2540	CHASSELL ST SW
41-17-26-303-012	1456	50TH ST SW	41-17-26-151-019	4669	CRANWOOD AVE SW
41-17-26-302-012	1457	50TH ST SW	41-17-26-352-017	4670	CRANWOOD AVE SW
41-17-26-303-011	1464	50TH ST SW	41-17-26-352-007	4681	CRANWOOD AVE SW
41-17-26-302-011	1465	50TH ST SW	41-17-26-303-004	4682	CRANWOOD AVE SW
41-17-26-302-027	1504	50TH ST SW	41-17-26-302-004	4693	CRANWOOD AVE SW
41-17-26-305-017	1505	50TH ST SW	41-17-26-302-020	4694	CRANWOOD AVE SW
41-17-26-303-010	1511	50TH ST SW	41-17-26-303-003	4701	CRANWOOD AVE SW
41-17-26-302-010	1512	50TH ST SW	41-17-26-151-018	4702	CRANWOOD AVE SW
41-17-26-305-028	1518	50TH ST SW	41-17-26-352-016	4713	CRANWOOD AVE SW
41-17-26-303-009	1519	50TH ST SW	41-17-26-302-003	4714	CRANWOOD AVE SW
41-17-26-305-021	1526	50TH ST SW	41-17-26-352-008	4725	CRANWOOD AVE SW
41-17-26-302-026	1527	50TH ST SW	41-17-26-153-003	4726	CRANWOOD AVE SW
41-17-26-302-009	1532	50TH ST SW	41-17-26-303-002	4737	CRANWOOD AVE SW
41-17-26-305-016	1533	50TH ST SW	41-17-26-302-002	4738	CRANWOOD AVE SW
41-17-26-352-023	1540	50TH ST SW	41-17-26-302-019	4749	CRANWOOD AVE SW
41-17-26-352-001	1541	50TH ST SW	41-17-26-151-017	4746	CRANWOOD AVE SW
41-17-26-305-027	1546	50TH ST SW	41-17-26-352-026	4754	CRANWOOD AVE SW
41-17-26-302-025	1547	50TH ST SW	41-17-26-302-018	4755	CRANWOOD AVE SW
41-17-26-352-022	4680	BURLINGAME AVE SW	41-17-26-301-019	4786	CRANWOOD AVE SW
41-17-26-352-002	4690	BURLINGAME AVE SW	41-17-26-151-016	4798	CRANWOOD AVE SW
41-17-26-305-026	4696	BURLINGAME AVE SW	41-17-26-352-014	4801	CRANWOOD AVE SW
41-17-26-302-024	4700	BURLINGAME AVE SW	41-17-26-352-027	4802	CRANWOOD AVE SW
41-17-26-352-021	4726	BURLINGAME AVE SW	41-17-26-302-017	4813	CRANWOOD AVE SW
41-17-26-352-003	4790	BURLINGAME AVE SW	41-17-26-153-002	4814	CRANWOOD AVE SW
41-17-26-305-025	4794	BURLINGAME AVE SW	41-17-26-151-015	4825	CRANWOOD AVE SW
41-17-26-302-023	4798	BURLINGAME AVE SW	41-17-26-352-024	4826	CRANWOOD AVE SW
41-17-26-352-020	4948	BURLINGAME AVE SW	41-17-26-352-011	4837	CRANWOOD AVE SW
41-17-26-305-024	4990	BURLINGAME AVE SW	41-17-26-151-014	4838	CRANWOOD AVE SW
41-17-26-352-004	4677	BYRON CENTER AVE SW	41-17-26-352-012	4849	CRANWOOD AVE SW
41-17-26-303-008	4753	BYRON CENTER AVE SW	41-17-26-151-013	4850	CRANWOOD AVE SW
41-17-26-302-008	5076	CHABLEAU DR SW	41-17-27-474-023	1690	GLENVALE CT SW
41-17-26-352-028	5088	CHABLEAU DR SW	41-17-27-474-010	1691	GLENVALE CT SW
41-17-26-302-007	5100	CHABLEAU DR SW	41-17-27-474-009	1702	GLENVALE CT SW
41-17-26-352-005	2440	CHASSELL ST SW	41-17-27-474-022	1703	GLENVALE CT SW

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-27-474-011	1714	GLENVALE CT SW	41-17-28-288-011	4776	GRENADIER DR SW
41-17-27-474-008	1715	GLENVALE CT SW	41-17-28-279-004	4787	GRENADIER DR SW
41-17-27-474-021	1726	GLENVALE CT SW	41-17-28-288-010	4788	GRENADIER DR SW
41-17-27-474-012	1727	GLENVALE CT SW	41-17-28-279-003	4800	GRENADIER DR SW
41-17-27-474-007	1732	GLENVALE CT SW	41-17-28-288-009	4801	GRENADIER DR SW
41-17-27-474-020	1739	GLENVALE CT SW	41-17-28-288-008	4812	GRENADIER DR SW
41-17-27-474-013	1746	GLENVALE CT SW	41-17-28-279-001	4813	GRENADIER DR SW
41-17-27-474-006	1751	GLENVALE CT SW	41-17-28-279-029	4824	GRENADIER DR SW
41-17-27-474-014	1763	GLENVALE CT SW	41-17-28-288-006	4825	GRENADIER DR SW
41-17-27-474-033	1780	GLENVALE CT SW	41-17-26-154-009	4836	GRENADIER DR SW
41-17-27-474-015	1787	GLENVALE CT SW	41-17-26-156-012	4837	GRENADIER DR SW
41-17-27-474-004	1778	GLENVALE DR SW	41-17-26-154-014	4848	GRENADIER DR SW
41-17-27-474-003	1790	GLENVALE DR SW	41-17-26-154-013	4849	GRENADIER DR SW
41-17-27-472-002	1818	GLENVALE DR SW	41-17-26-156-024	4855	GRENADIER DR SW
41-17-27-474-016	1830	GLENVALE DR SW	41-17-26-156-025	4867	GRENADIER DR SW
41-17-27-474-001	1452	GRENADIER CT SW	41-17-26-154-019	4876	GRENADIER DR SW
41-17-27-472-001	1440	GRENADIER CT SW	41-17-26-156-013	4879	GRENADIER DR SW
41-17-27-461-007	1441	GRENADIER CT SW	41-17-26-152-010	4882	GRENADIER DR SW
41-17-27-461-006	1453	GRENADIER CT SW	41-17-26-154-028	4883	GRENADIER DR SW
41-17-26-352-015	1464	GRENADIER CT SW	41-17-26-154-003	4897	GRENADIER DR SW
41-17-26-156-008	1465	GRENADIER CT SW	41-17-26-156-014	4699	HAVANA AVE SW
41-17-27-110-010	4748	GRENADIER DR SW	41-17-26-157-011	4664	HAVANA AVE SW
41-17-27-110-011	4737	GRENADIER DR SW	41-17-26-151-010	4665	HAVANA AVE SW
41-17-27-110-012	4622	GRENADIER DR SW	41-17-26-152-009	4677	HAVANA AVE SW
41-17-27-110-013	4623	GRENADIER DR SW	41-17-26-154-027	4678	HAVANA AVE SW
41-17-27-110-014	4635	GRENADIER DR SW	41-17-26-157-002	4682	HAVANA AVE SW
41-17-27-110-015	4646	GRENADIER DR SW	41-17-26-154-004	4706	HAVANA AVE SW
41-17-27-110-016	4664	GRENADIER DR SW	41-17-26-156-003	4725	HAVANA AVE SW
41-17-27-110-017	4675	GRENADIER DR SW	41-17-26-151-011	4728	HAVANA AVE SW
41-17-27-110-018	4687	GRENADIER DR SW	41-17-26-152-008	4731	HAVANA AVE SW
41-17-28-288-033	4688	GRENADIER DR SW	41-17-26-154-005	4734	HAVANA AVE SW
41-17-28-288-030	4693	GRENADIER DR SW	41-17-26-154-026	4737	HAVANA AVE SW
41-17-28-288-029	4701	GRENADIER DR SW	41-17-26-151-021	4746	HAVANA AVE SW
41-17-28-279-028	4704	GRENADIER DR SW	41-17-26-151-022	4749	HAVANA AVE SW
41-17-28-288-028	4712	GRENADIER DR SW	41-17-26-152-007	4765	HAVANA AVE SW
41-17-28-279-009	4713	GRENADIER DR SW	41-17-26-154-017	4779	HAVANA AVE SW
41-17-28-288-027	4724	GRENADIER DR SW	41-17-26-154-025	4786	HAVANA AVE SW
41-17-28-279-008	4725	GRENADIER DR SW	41-17-28-288-001	4795	HAVANA AVE SW
41-17-28-288-026	4736	GRENADIER DR SW	41-17-26-156-004	4798	HAVANA AVE SW
41-17-28-279-007	4749	GRENADIER DR SW	41-17-26-157-003	4801	HAVANA AVE SW
41-17-28-279-006	4752	GRENADIER DR SW	41-17-26-156-005	4806	HAVANA AVE SW
41-17-28-288-012	4764	GRENADIER DR SW	41-17-26-152-006	4813	HAVANA AVE SW
41-17-28-279-005	4771	GRENADIER DR SW	41-17-26-154-018	4818	HAVANA AVE SW

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-26-154-024	4822	HAVANA AVE SW	41-17-26-155-002	4742	KAREL-JEAN CT SW
41-17-28-288-002	4825	HAVANA AVE SW	41-17-26-156-011	4746	KAREL-JEAN CT SW
41-17-28-288-016	4834	HAVANA AVE SW	41-17-26-156-021	4754	KAREL-JEAN CT SW
41-17-28-288-017	4837	HAVANA AVE SW	41-17-26-155-001	4758	KAREL-JEAN CT SW
41-17-28-288-015	4845	HAVANA AVE SW	41-17-26-157-012	4762	KAREL-JEAN CT SW
41-17-26-156-006	4846	HAVANA AVE SW	41-17-26-155-005	2310	KNOLLVIEW ST SW
41-17-26-152-005	4857	HAVANA AVE SW	41-17-26-156-032	2322	KNOLLVIEW ST SW
41-17-26-154-008	4858	HAVANA AVE SW	41-17-26-151-007	2334	KNOLLVIEW ST SW
41-17-26-156-016	4869	HAVANA AVE SW	41-17-26-152-001	2346	KNOLLVIEW ST SW
41-17-26-151-006	4870	HAVANA AVE SW	41-17-26-156-030	2358	KNOLLVIEW ST SW
41-17-26-154-023	4881	HAVANA AVE SW	41-17-26-153-001	2362	KNOLLVIEW ST SW
41-17-28-288-018	4882	HAVANA AVE SW	41-17-26-301-028	2374	KNOLLVIEW ST SW
41-17-28-288-003	4893	HAVANA AVE SW	41-17-26-157-013	2386	KNOLLVIEW ST SW
41-17-26-157-004	4894	HAVANA AVE SW	41-17-26-305-011	2398	KNOLLVIEW ST SW
41-17-26-156-028	4905	HAVANA AVE SW	41-17-26-301-022	1687	OAKVALE DR SW
41-17-28-288-014	4906	HAVANA AVE SW	41-17-26-301-008	1699	OAKVALE DR SW
41-17-26-157-005	4911	HAVANA AVE SW	41-17-26-156-031	1711	OAKVALE DR SW
41-17-28-288-019	4928	HAVANA AVE SW	41-17-26-301-029	1723	OAKVALE DR SW
41-17-26-156-007	4934	HAVANA AVE SW	41-17-26-157-014	5172	OLEN CT SW
41-17-26-152-004	4941	HAVANA AVE SW	41-17-26-305-012	2415	PARKVIEW ST SW
41-17-26-156-029	4956	HAVANA AVE SW	41-17-26-301-023	2425	PARKVIEW ST SW
41-17-28-288-013	4959	HAVANA AVE SW	41-17-26-301-009	2437	PARKVIEW ST SW
41-17-26-154-022	4960	HAVANA AVE SW	41-17-26-305-001	2449	PARKVIEW ST SW
41-17-28-288-020	4976	HAVANA AVE SW	41-17-26-301-030	2453	PARKVIEW ST SW
41-17-28-288-004	4991	HAVANA AVE SW	41-17-26-304-018	2465	PARKVIEW ST SW
41-17-28-288-021	4994	HAVANA AVE SW	41-17-26-304-019	2503	PARKVIEW ST SW
41-17-26-157-006	5002	HAVANA AVE SW	41-17-26-305-013	2515	PARKVIEW ST SW
41-17-28-288-022	5003	HAVANA AVE SW	41-17-26-301-024	2527	PARKVIEW ST SW
41-17-28-288-005	5012	HAVANA AVE SW	41-17-26-301-010	2539	PARKVIEW ST SW
41-17-26-152-003	5022	HAVANA AVE SW	41-17-26-305-002	2543	PARKVIEW ST SW
41-17-26-154-010	5023	HAVANA AVE SW	41-17-26-301-031	1530	PINNACLE EAST SW
41-17-26-156-023	5032	HAVANA AVE SW	41-17-26-304-008	1540	PINNACLE EAST SW
41-17-26-156-026	5033	HAVANA AVE SW	41-17-26-305-014	1550	PINNACLE EAST SW
41-17-28-288-034	5042	HAVANA AVE SW	41-17-26-301-025	1560	PINNACLE EAST SW
41-17-26-154-030	5043	HAVANA AVE SW	41-17-26-301-011	1570	PINNACLE EAST SW
41-17-26-154-031	4721	KAREL-JEAN CT SW	41-17-26-305-003	1580	PINNACLE EAST SW
41-17-28-288-023	4722	KAREL-JEAN CT SW	41-17-26-301-032	1590	PINNACLE EAST SW
41-17-26-152-002	4723	KAREL-JEAN CT SW	41-17-26-305-004	1542	SENTINAL ST SW
41-17-28-288-035	4726	KAREL-JEAN CT SW	41-17-26-304-009	1564	SENTINAL ST SW
41-17-28-288-036	4733	KAREL-JEAN CT SW	41-17-26-305-015	1452	TRENTWOOD ST SW
41-17-26-156-027	4734	KAREL-JEAN CT SW	41-17-26-301-026	1461	TRENTWOOD ST SW
41-17-28-288-007	4737	KAREL-JEAN CT SW	41-17-26-301-012	1464	TRENTWOOD ST SW
41-17-26-156-020	4738	KAREL-JEAN CT SW	41-17-26-301-033	1473	TRENTWOOD ST SW

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-26-301-013	1476	TRENTWOOD ST SW	41-17-26-301-018	1550	WOODHILL CT SW
41-17-26-305-005	1485	TRENTWOOD ST SW			
41-17-26-304-010	1488	TRENTWOOD ST SW			
41-17-26-301-014	1497	TRENTWOOD ST SW			
41-17-26-305-006	1500	TRENTWOOD ST SW			
41-17-26-304-011	1501	TRENTWOOD ST SW			
41-17-26-305-022	1512	TRENTWOOD ST SW			
41-17-26-301-015	1524	TRENTWOOD ST SW			
41-17-26-305-007	1536	TRENTWOOD ST SW			
41-17-26-305-023	1548	TRENTWOOD ST SW			
41-17-26-304-012	1556	TRENTWOOD ST SW			
41-17-26-301-016	1557	TRENTWOOD ST SW			
41-17-26-305-008	1562	TRENTWOOD ST SW			
41-17-26-304-013	1549	TRENTWOOD ST SW			
41-17-26-301-017	4752	VALLEYRIDGE AVE SW			
41-17-26-305-009	4702	VALLEYRIDGE AVE SW			
41-17-26-304-020	4714	VALLEYRIDGE AVE SW			
41-17-26-305-010	4726	VALLEYRIDGE AVE SW			
41-17-26-304-022	4738	VALLEYRIDGE AVE SW			
41-17-26-304-016	4748	VALLEYRIDGE AVE SW			
41-17-26-302-016	4764	VALLEYRIDGE AVE SW			
41-17-26-302-001	1470	WOODHILL CT SW			
41-17-26-304-017	1471	WOODHILL CT SW			
41-17-26-302-015	1480	WOODHILL CT SW			
41-17-26-304-001	1481	WOODHILL CT SW			
41-17-26-304-002	1490	WOODHILL CT SW			
41-17-26-303-001	1491	WOODHILL CT SW			
41-17-26-303-015	1500	WOODHILL CT SW			
41-17-26-304-003	1501	WOODHILL CT SW			
41-17-26-370-001	1510	WOODHILL CT SW			
41-17-26-303-016	1511	WOODHILL CT SW			
41-17-26-370-002	1520	WOODHILL CT SW			
41-17-26-370-003	1521	WOODHILL CT SW			
41-17-26-360-001	1530	WOODHILL CT SW			
41-17-26-370-004	1531	WOODHILL CT SW			
41-17-26-360-002	1540	WOODHILL CT SW			
41-17-26-370-005	1541	WOODHILL CT SW			
41-17-26-360-003	1551	WOODHILL CT SW			
41-17-27-456-004	1560	WOODHILL CT SW			
41-17-27-456-005	1561	WOODHILL CT SW			
41-17-27-456-006	1570	WOODHILL CT SW			
41-17-27-470-021	1571	WOODHILL CT SW			
41-17-28-279-002	1581	WOODHILL CT SW			

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE PROPOSED SPECIAL
ASSESSMENT ROLL #26-824 FOR THE SPONGY MOTH SUPPRESSION PROJECT

WHEREAS:

1. The City Council has previously determined spongy moths can cause significant damage to property.
2. The City Assessor prepared proposed special assessment roll #26-824 to specially assess specially benefitted parcels (those depicted on the drawing attached as Exhibit A and listed on Exhibit B) for costs of the 2026 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria called *Bacillus Thuringiensis (Bt)* (under the brand name Foray 76B or equivalent), that is also used by organic gardeners (the "Project"), at the amount of \$117.00 per treated acre.
3. A public hearing is required to provide all those with property interests that may be subject to the proposed special assessment to offer objections to and comments on the proposed special assessment roll.

NOW, THEREFORE, BE IT RESOLVED:

1. That special assessment roll #26-824 shall be filed in the Office of the City Clerk for public examination.
2. The City Council will hold a public hearing during its regular meeting of Monday, **April 6, 2026, at 7:02 p.m.**, for the purpose of hearing owners of parcels to be assessed on special assessment roll #26-824 and others interested in the proposed special assessment and the Project.
3. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
 - a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
 - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
4. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

Resolution No. _____

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing (2nd Letter)

Resolution No. _____

March 19, 2026

Re: Notice of Public Hearing Before Finalizing Spongy Moth Suppression Project Charges

Dear Property owner/occupant:

Introduction: The Wyoming City Council decided it will apply an aerial biological insecticide spray for spongy moth suppression in certain areas of the city and to charge property owners within those areas for the cost of that project. The City Council will next consider how much to charge against the properties in that area. Your property is within the project area. It is proposed that the City Council approve an assessment of **\$117.00** per treated acre (for properties larger than one-half acre). This amount would be added on the 2026 summer property tax bill.

Legal Notice: The City Council intends to defray all costs of a project consisting of the 2026 aerial insecticide spray for spongy moth suppression against the parcels in special assessment district #26-824. Property you own will be specially assessed. The amount of the proposed special assessment is **\$117.00** per treated acre. A map and list of affected properties is on the City's website at www.wyomingmi.gov, via email at clerk_info@wyomingmi.gov or by calling (616)530-7296.

At its meeting on Monday, April 6, 2026, at 7:00 p.m., the City Council will hold a public hearing to take comments from interested persons about the proposed special assessments. This meeting will take place in the Council Chambers in City Hall, 1155 28th Street SW, Wyoming, Michigan. Property owners may appeal the special assessment to the Michigan Tax Tribunal (MTT) within 30 days after confirmation of the assessment roll (which may occur at this same April 6, 2026 meeting). Protest in writing before or during the public hearing or verbally during the public hearing is required to appeal to the MTT.

Those wishing to comment on this proposed spongy moth suppression project may do so by sending written comments to clerk_info@wyomingmi.gov or to City Hall by first class mail or in person at the meeting. Persons with impairments or disabilities needing accommodations or who need language assistance services may contact the City Clerk at least 36 hours before the meeting to make accommodation arrangements.

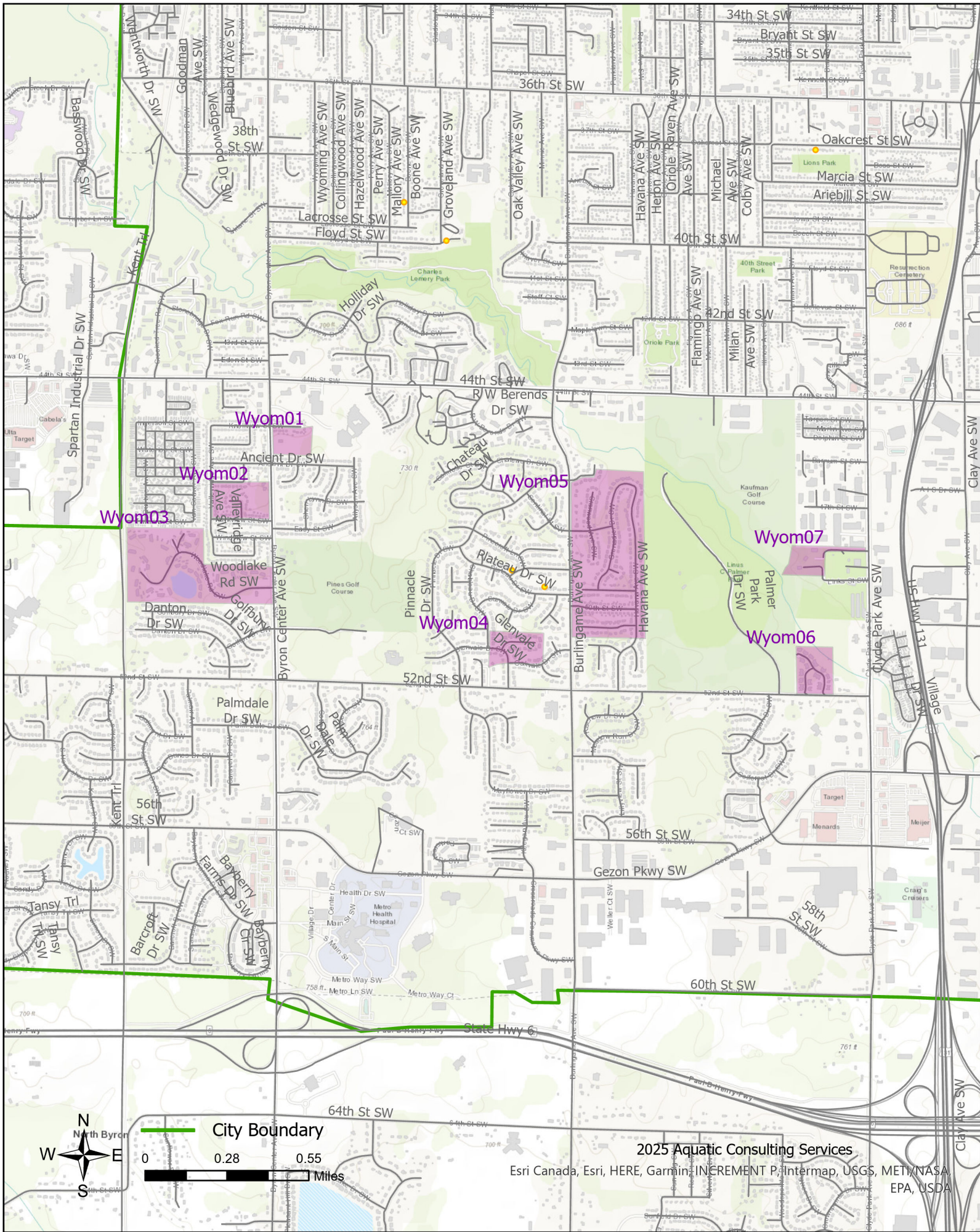
If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk

City of Wyoming Spongy Moth Report Map 2026



Wyom03

Wyom01

Wyom02

Wyom05

Wyom04

Wyom07

Wyom06

City Boundary

2025 Aquatic Consulting Services

Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-824

41-17-26-101-079	2100	44TH ST SW
41-17-26-154-002	4850	BURLINGAME AVE SW
41-17-26-154-012	4832	BURLINGAME AVE SW
41-17-26-154-015	4860	BURLINGAME AVE SW
41-17-26-157-015	4880	BURLINGAME AVE SW
41-17-26-301-001	4804	BURLINGAME AVE SW
41-17-26-301-020	4693	BYRON CENTER AVE SW
41-17-26-301-027	5001	BYRON CENTER AVE SW
41-17-26-301-036	4550	BYRON CENTER AVE SW
41-17-26-301-037	4715	BYRON CENTER AVE SW
41-17-26-301-038	4807	CLYDE PARK AVE SW
41-17-26-301-039	4861	CRANWOOD AVE SW
41-17-26-401-001	1775	GLENVALE CT SW
41-17-26-478-001	4661	GRENADIER DR SW
41-17-27-101-022	4647	GRENADIER DR SW
41-17-27-126-012	4653	GRENADIER DR SW
41-17-27-474-002	4601	GRENADIER DR SW
41-17-27-477-001	4764	HAVANA AVE SW
41-17-28-279-024	5194	KAUFMAN GREENS LN SW
41-17-28-288-032	1759	OAKVALE DR SW
41-17-28-401-008	1563	TRENTWOOD ST SW

RESOLUTION NO. _____

RESOLUTION TO DECLARE THE NECESSITY OF THE 2026 SPONGY MOTH
SUPPRESSION PROJECT AND ESTABLISH SPECIAL ASSESSMENT DISTRICT
#26-823 TO DEFRAY PROJECT COSTS

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (e.g., cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Council, after proper notice, held a public hearing at its meeting of March 16, 2026, to hear from all persons affected by, interested in, or owning or occupying property proposed to be specially assessed for the city proposed 2026 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria called *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project").
3. The City Council has considered all comments from persons owning property to be assessed for the proposed project and comments from others made at the public hearing and deems it advisable to proceed with the proposed project and to specially assess the costs of it against the properties depicted on the map attached as Exhibit A and listed on Exhibit B (SA District #26-823).

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council determines to proceed with the Project and to defray all costs by special assessment against the property in SA District #26-823, including any city-owned parcels.
2. That the City Council approves the Project plans and specifications and its estimated cost of approximately \$24,100.00.
3. That the City Assessor and City Clerk shall prepare a special assessment roll for SA District #26-823 to specially assess the amount of \$38.00 per parcel with all additional related costs to be the obligation of the City at large because of the benefit to each and file the special assessment with the City Clerk.
4. That the special assessment against each parcel shall be paid in one installment to be billed on the Summer 2026 real property tax bill for that parcel so that the single payment will be due and payable on August 31, 2026 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

Resolution 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 March 16, 2026.

Kelli A. Vandenberg, Wyoming City Clerk

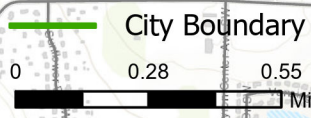
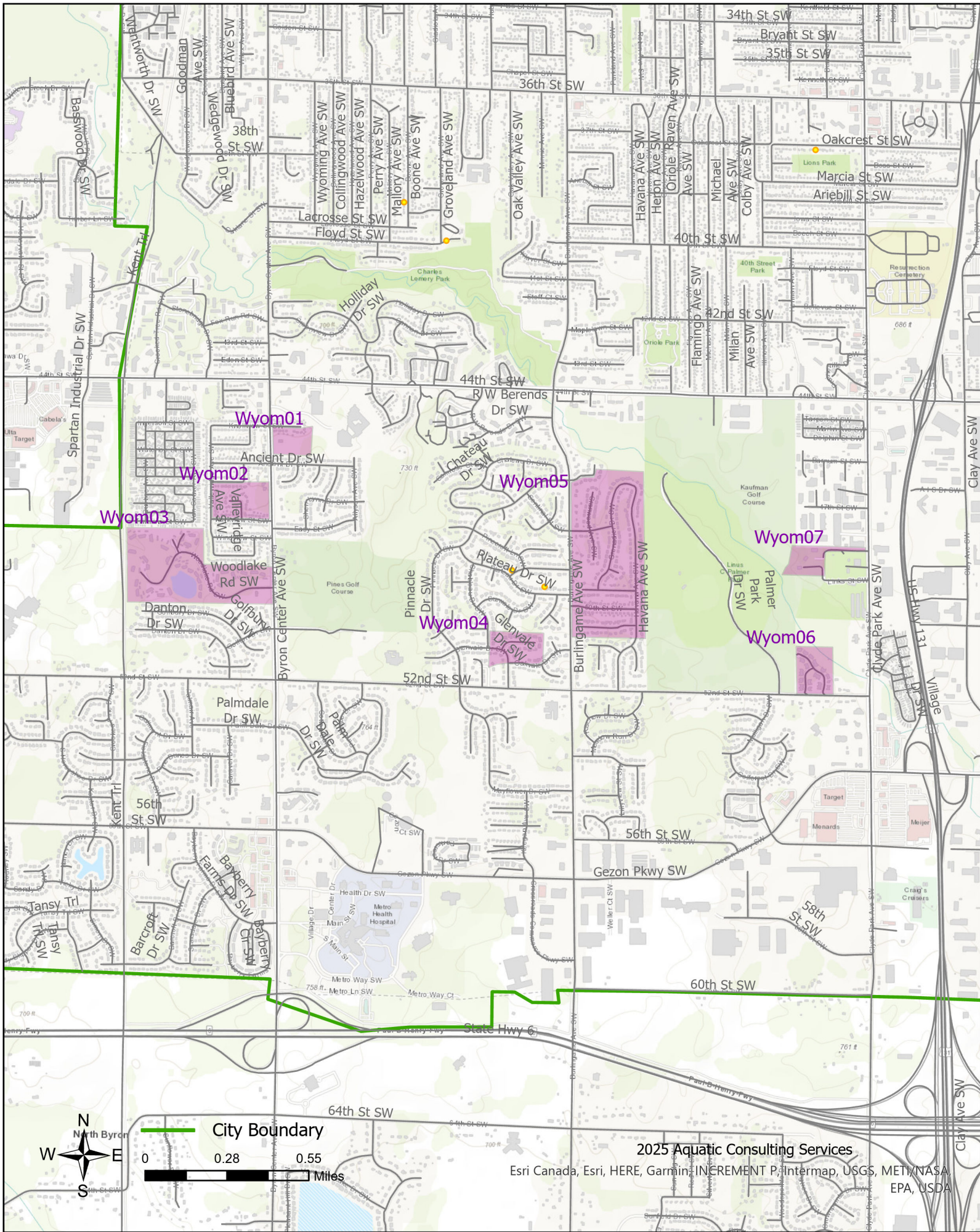
ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B – List of Parcels in SA#26-823

Resolution No. _____

City of Wyoming Spongy Moth Report Map 2026



Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-26-276-028	862	47TH ST SW	41-17-26-303-007	2450	CHASSELL ST SW
41-17-26-156-015	1430	50TH ST SW	41-17-26-302-022	2460	CHASSELL ST SW
41-17-26-303-014	1431	50TH ST SW	41-17-26-303-006	2470	CHASSELL ST SW
41-17-26-302-014	1436	50TH ST SW	41-17-26-302-006	2500	CHASSELL ST SW
41-17-26-303-013	1437	50TH ST SW	41-17-26-352-018	2510	CHASSELL ST SW
41-17-26-302-013	1442	50TH ST SW	41-17-26-352-006	2520	CHASSELL ST SW
41-17-26-305-020	1443	50TH ST SW	41-17-26-302-021	2530	CHASSELL ST SW
41-17-26-305-019	1450	50TH ST SW	41-17-26-303-005	2550	CHASSELL ST SW
41-17-26-305-018	1451	50TH ST SW	41-17-26-302-005	2540	CHASSELL ST SW
41-17-26-303-012	1456	50TH ST SW	41-17-26-151-019	4669	CRANWOOD AVE SW
41-17-26-302-012	1457	50TH ST SW	41-17-26-352-017	4670	CRANWOOD AVE SW
41-17-26-303-011	1464	50TH ST SW	41-17-26-352-007	4681	CRANWOOD AVE SW
41-17-26-302-011	1465	50TH ST SW	41-17-26-303-004	4682	CRANWOOD AVE SW
41-17-26-302-027	1504	50TH ST SW	41-17-26-302-004	4693	CRANWOOD AVE SW
41-17-26-305-017	1505	50TH ST SW	41-17-26-302-020	4694	CRANWOOD AVE SW
41-17-26-303-010	1511	50TH ST SW	41-17-26-303-003	4701	CRANWOOD AVE SW
41-17-26-302-010	1512	50TH ST SW	41-17-26-151-018	4702	CRANWOOD AVE SW
41-17-26-305-028	1518	50TH ST SW	41-17-26-352-016	4713	CRANWOOD AVE SW
41-17-26-303-009	1519	50TH ST SW	41-17-26-302-003	4714	CRANWOOD AVE SW
41-17-26-305-021	1526	50TH ST SW	41-17-26-352-008	4725	CRANWOOD AVE SW
41-17-26-302-026	1527	50TH ST SW	41-17-26-153-003	4726	CRANWOOD AVE SW
41-17-26-302-009	1532	50TH ST SW	41-17-26-303-002	4737	CRANWOOD AVE SW
41-17-26-305-016	1533	50TH ST SW	41-17-26-302-002	4738	CRANWOOD AVE SW
41-17-26-352-023	1540	50TH ST SW	41-17-26-302-019	4749	CRANWOOD AVE SW
41-17-26-352-001	1541	50TH ST SW	41-17-26-151-017	4746	CRANWOOD AVE SW
41-17-26-305-027	1546	50TH ST SW	41-17-26-352-026	4754	CRANWOOD AVE SW
41-17-26-302-025	1547	50TH ST SW	41-17-26-302-018	4755	CRANWOOD AVE SW
41-17-26-352-022	4680	BURLINGAME AVE SW	41-17-26-301-019	4786	CRANWOOD AVE SW
41-17-26-352-002	4690	BURLINGAME AVE SW	41-17-26-151-016	4798	CRANWOOD AVE SW
41-17-26-305-026	4696	BURLINGAME AVE SW	41-17-26-352-014	4801	CRANWOOD AVE SW
41-17-26-302-024	4700	BURLINGAME AVE SW	41-17-26-352-027	4802	CRANWOOD AVE SW
41-17-26-352-021	4726	BURLINGAME AVE SW	41-17-26-302-017	4813	CRANWOOD AVE SW
41-17-26-352-003	4790	BURLINGAME AVE SW	41-17-26-153-002	4814	CRANWOOD AVE SW
41-17-26-305-025	4794	BURLINGAME AVE SW	41-17-26-151-015	4825	CRANWOOD AVE SW
41-17-26-302-023	4798	BURLINGAME AVE SW	41-17-26-352-024	4826	CRANWOOD AVE SW
41-17-26-352-020	4948	BURLINGAME AVE SW	41-17-26-352-011	4837	CRANWOOD AVE SW
41-17-26-305-024	4990	BURLINGAME AVE SW	41-17-26-151-014	4838	CRANWOOD AVE SW
41-17-26-352-004	4677	BYRON CENTER AVE SW	41-17-26-352-012	4849	CRANWOOD AVE SW
41-17-26-303-008	4753	BYRON CENTER AVE SW	41-17-26-151-013	4850	CRANWOOD AVE SW
41-17-26-302-008	5076	CHABLEAU DR SW	41-17-27-474-023	1690	GLENVALE CT SW
41-17-26-352-028	5088	CHABLEAU DR SW	41-17-27-474-010	1691	GLENVALE CT SW
41-17-26-302-007	5100	CHABLEAU DR SW	41-17-27-474-009	1702	GLENVALE CT SW
41-17-26-352-005	2440	CHASSELL ST SW	41-17-27-474-022	1703	GLENVALE CT SW

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-27-474-011	1714	GLENVALE CT SW	41-17-28-288-011	4776	GRENADIER DR SW
41-17-27-474-008	1715	GLENVALE CT SW	41-17-28-279-004	4787	GRENADIER DR SW
41-17-27-474-021	1726	GLENVALE CT SW	41-17-28-288-010	4788	GRENADIER DR SW
41-17-27-474-012	1727	GLENVALE CT SW	41-17-28-279-003	4800	GRENADIER DR SW
41-17-27-474-007	1732	GLENVALE CT SW	41-17-28-288-009	4801	GRENADIER DR SW
41-17-27-474-020	1739	GLENVALE CT SW	41-17-28-288-008	4812	GRENADIER DR SW
41-17-27-474-013	1746	GLENVALE CT SW	41-17-28-279-001	4813	GRENADIER DR SW
41-17-27-474-006	1751	GLENVALE CT SW	41-17-28-279-029	4824	GRENADIER DR SW
41-17-27-474-014	1763	GLENVALE CT SW	41-17-28-288-006	4825	GRENADIER DR SW
41-17-27-474-033	1780	GLENVALE CT SW	41-17-26-154-009	4836	GRENADIER DR SW
41-17-27-474-015	1787	GLENVALE CT SW	41-17-26-156-012	4837	GRENADIER DR SW
41-17-27-474-004	1778	GLENVALE DR SW	41-17-26-154-014	4848	GRENADIER DR SW
41-17-27-474-003	1790	GLENVALE DR SW	41-17-26-154-013	4849	GRENADIER DR SW
41-17-27-472-002	1818	GLENVALE DR SW	41-17-26-156-024	4855	GRENADIER DR SW
41-17-27-474-016	1830	GLENVALE DR SW	41-17-26-156-025	4867	GRENADIER DR SW
41-17-27-474-001	1452	GRENADIER CT SW	41-17-26-154-019	4876	GRENADIER DR SW
41-17-27-472-001	1440	GRENADIER CT SW	41-17-26-156-013	4879	GRENADIER DR SW
41-17-27-461-007	1441	GRENADIER CT SW	41-17-26-152-010	4882	GRENADIER DR SW
41-17-27-461-006	1453	GRENADIER CT SW	41-17-26-154-028	4883	GRENADIER DR SW
41-17-26-352-015	1464	GRENADIER CT SW	41-17-26-154-003	4897	GRENADIER DR SW
41-17-26-156-008	1465	GRENADIER CT SW	41-17-26-156-014	4699	HAVANA AVE SW
41-17-27-110-010	4748	GRENADIER DR SW	41-17-26-157-011	4664	HAVANA AVE SW
41-17-27-110-011	4737	GRENADIER DR SW	41-17-26-151-010	4665	HAVANA AVE SW
41-17-27-110-012	4622	GRENADIER DR SW	41-17-26-152-009	4677	HAVANA AVE SW
41-17-27-110-013	4623	GRENADIER DR SW	41-17-26-154-027	4678	HAVANA AVE SW
41-17-27-110-014	4635	GRENADIER DR SW	41-17-26-157-002	4682	HAVANA AVE SW
41-17-27-110-015	4646	GRENADIER DR SW	41-17-26-154-004	4706	HAVANA AVE SW
41-17-27-110-016	4664	GRENADIER DR SW	41-17-26-156-003	4725	HAVANA AVE SW
41-17-27-110-017	4675	GRENADIER DR SW	41-17-26-151-011	4728	HAVANA AVE SW
41-17-27-110-018	4687	GRENADIER DR SW	41-17-26-152-008	4731	HAVANA AVE SW
41-17-28-288-033	4688	GRENADIER DR SW	41-17-26-154-005	4734	HAVANA AVE SW
41-17-28-288-030	4693	GRENADIER DR SW	41-17-26-154-026	4737	HAVANA AVE SW
41-17-28-288-029	4701	GRENADIER DR SW	41-17-26-151-021	4746	HAVANA AVE SW
41-17-28-279-028	4704	GRENADIER DR SW	41-17-26-151-022	4749	HAVANA AVE SW
41-17-28-288-028	4712	GRENADIER DR SW	41-17-26-152-007	4765	HAVANA AVE SW
41-17-28-279-009	4713	GRENADIER DR SW	41-17-26-154-017	4779	HAVANA AVE SW
41-17-28-288-027	4724	GRENADIER DR SW	41-17-26-154-025	4786	HAVANA AVE SW
41-17-28-279-008	4725	GRENADIER DR SW	41-17-28-288-001	4795	HAVANA AVE SW
41-17-28-288-026	4736	GRENADIER DR SW	41-17-26-156-004	4798	HAVANA AVE SW
41-17-28-279-007	4749	GRENADIER DR SW	41-17-26-157-003	4801	HAVANA AVE SW
41-17-28-279-006	4752	GRENADIER DR SW	41-17-26-156-005	4806	HAVANA AVE SW
41-17-28-288-012	4764	GRENADIER DR SW	41-17-26-152-006	4813	HAVANA AVE SW
41-17-28-279-005	4771	GRENADIER DR SW	41-17-26-154-018	4818	HAVANA AVE SW

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-26-154-024	4822	HAVANA AVE SW	41-17-26-155-002	4742	KAREL-JEAN CT SW
41-17-28-288-002	4825	HAVANA AVE SW	41-17-26-156-011	4746	KAREL-JEAN CT SW
41-17-28-288-016	4834	HAVANA AVE SW	41-17-26-156-021	4754	KAREL-JEAN CT SW
41-17-28-288-017	4837	HAVANA AVE SW	41-17-26-155-001	4758	KAREL-JEAN CT SW
41-17-28-288-015	4845	HAVANA AVE SW	41-17-26-157-012	4762	KAREL-JEAN CT SW
41-17-26-156-006	4846	HAVANA AVE SW	41-17-26-155-005	2310	KNOLLVIEW ST SW
41-17-26-152-005	4857	HAVANA AVE SW	41-17-26-156-032	2322	KNOLLVIEW ST SW
41-17-26-154-008	4858	HAVANA AVE SW	41-17-26-151-007	2334	KNOLLVIEW ST SW
41-17-26-156-016	4869	HAVANA AVE SW	41-17-26-152-001	2346	KNOLLVIEW ST SW
41-17-26-151-006	4870	HAVANA AVE SW	41-17-26-156-030	2358	KNOLLVIEW ST SW
41-17-26-154-023	4881	HAVANA AVE SW	41-17-26-153-001	2362	KNOLLVIEW ST SW
41-17-28-288-018	4882	HAVANA AVE SW	41-17-26-301-028	2374	KNOLLVIEW ST SW
41-17-28-288-003	4893	HAVANA AVE SW	41-17-26-157-013	2386	KNOLLVIEW ST SW
41-17-26-157-004	4894	HAVANA AVE SW	41-17-26-305-011	2398	KNOLLVIEW ST SW
41-17-26-156-028	4905	HAVANA AVE SW	41-17-26-301-022	1687	OAKVALE DR SW
41-17-28-288-014	4906	HAVANA AVE SW	41-17-26-301-008	1699	OAKVALE DR SW
41-17-26-157-005	4911	HAVANA AVE SW	41-17-26-156-031	1711	OAKVALE DR SW
41-17-28-288-019	4928	HAVANA AVE SW	41-17-26-301-029	1723	OAKVALE DR SW
41-17-26-156-007	4934	HAVANA AVE SW	41-17-26-157-014	5172	OLEN CT SW
41-17-26-152-004	4941	HAVANA AVE SW	41-17-26-305-012	2415	PARKVIEW ST SW
41-17-26-156-029	4956	HAVANA AVE SW	41-17-26-301-023	2425	PARKVIEW ST SW
41-17-28-288-013	4959	HAVANA AVE SW	41-17-26-301-009	2437	PARKVIEW ST SW
41-17-26-154-022	4960	HAVANA AVE SW	41-17-26-305-001	2449	PARKVIEW ST SW
41-17-28-288-020	4976	HAVANA AVE SW	41-17-26-301-030	2453	PARKVIEW ST SW
41-17-28-288-004	4991	HAVANA AVE SW	41-17-26-304-018	2465	PARKVIEW ST SW
41-17-28-288-021	4994	HAVANA AVE SW	41-17-26-304-019	2503	PARKVIEW ST SW
41-17-26-157-006	5002	HAVANA AVE SW	41-17-26-305-013	2515	PARKVIEW ST SW
41-17-28-288-022	5003	HAVANA AVE SW	41-17-26-301-024	2527	PARKVIEW ST SW
41-17-28-288-005	5012	HAVANA AVE SW	41-17-26-301-010	2539	PARKVIEW ST SW
41-17-26-152-003	5022	HAVANA AVE SW	41-17-26-305-002	2543	PARKVIEW ST SW
41-17-26-154-010	5023	HAVANA AVE SW	41-17-26-301-031	1530	PINNACLE EAST SW
41-17-26-156-023	5032	HAVANA AVE SW	41-17-26-304-008	1540	PINNACLE EAST SW
41-17-26-156-026	5033	HAVANA AVE SW	41-17-26-305-014	1550	PINNACLE EAST SW
41-17-28-288-034	5042	HAVANA AVE SW	41-17-26-301-025	1560	PINNACLE EAST SW
41-17-26-154-030	5043	HAVANA AVE SW	41-17-26-301-011	1570	PINNACLE EAST SW
41-17-26-154-031	4721	KAREL-JEAN CT SW	41-17-26-305-003	1580	PINNACLE EAST SW
41-17-28-288-023	4722	KAREL-JEAN CT SW	41-17-26-301-032	1590	PINNACLE EAST SW
41-17-26-152-002	4723	KAREL-JEAN CT SW	41-17-26-305-004	1542	SENTINAL ST SW
41-17-28-288-035	4726	KAREL-JEAN CT SW	41-17-26-304-009	1564	SENTINAL ST SW
41-17-28-288-036	4733	KAREL-JEAN CT SW	41-17-26-305-015	1452	TRENTWOOD ST SW
41-17-26-156-027	4734	KAREL-JEAN CT SW	41-17-26-301-026	1461	TRENTWOOD ST SW
41-17-28-288-007	4737	KAREL-JEAN CT SW	41-17-26-301-012	1464	TRENTWOOD ST SW
41-17-26-156-020	4738	KAREL-JEAN CT SW	41-17-26-301-033	1473	TRENTWOOD ST SW

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-823

41-17-26-301-013	1476	TRENTWOOD ST SW	41-17-26-301-018	1550	WOODHILL CT SW
41-17-26-305-005	1485	TRENTWOOD ST SW			
41-17-26-304-010	1488	TRENTWOOD ST SW			
41-17-26-301-014	1497	TRENTWOOD ST SW			
41-17-26-305-006	1500	TRENTWOOD ST SW			
41-17-26-304-011	1501	TRENTWOOD ST SW			
41-17-26-305-022	1512	TRENTWOOD ST SW			
41-17-26-301-015	1524	TRENTWOOD ST SW			
41-17-26-305-007	1536	TRENTWOOD ST SW			
41-17-26-305-023	1548	TRENTWOOD ST SW			
41-17-26-304-012	1556	TRENTWOOD ST SW			
41-17-26-301-016	1557	TRENTWOOD ST SW			
41-17-26-305-008	1562	TRENTWOOD ST SW			
41-17-26-304-013	1549	TRENTWOOD ST SW			
41-17-26-301-017	4752	VALLEYRIDGE AVE SW			
41-17-26-305-009	4702	VALLEYRIDGE AVE SW			
41-17-26-304-020	4714	VALLEYRIDGE AVE SW			
41-17-26-305-010	4726	VALLEYRIDGE AVE SW			
41-17-26-304-022	4738	VALLEYRIDGE AVE SW			
41-17-26-304-016	4748	VALLEYRIDGE AVE SW			
41-17-26-302-016	4764	VALLEYRIDGE AVE SW			
41-17-26-302-001	1470	WOODHILL CT SW			
41-17-26-304-017	1471	WOODHILL CT SW			
41-17-26-302-015	1480	WOODHILL CT SW			
41-17-26-304-001	1481	WOODHILL CT SW			
41-17-26-304-002	1490	WOODHILL CT SW			
41-17-26-303-001	1491	WOODHILL CT SW			
41-17-26-303-015	1500	WOODHILL CT SW			
41-17-26-304-003	1501	WOODHILL CT SW			
41-17-26-370-001	1510	WOODHILL CT SW			
41-17-26-303-016	1511	WOODHILL CT SW			
41-17-26-370-002	1520	WOODHILL CT SW			
41-17-26-370-003	1521	WOODHILL CT SW			
41-17-26-360-001	1530	WOODHILL CT SW			
41-17-26-370-004	1531	WOODHILL CT SW			
41-17-26-360-002	1540	WOODHILL CT SW			
41-17-26-370-005	1541	WOODHILL CT SW			
41-17-26-360-003	1551	WOODHILL CT SW			
41-17-27-456-004	1560	WOODHILL CT SW			
41-17-27-456-005	1561	WOODHILL CT SW			
41-17-27-456-006	1570	WOODHILL CT SW			
41-17-27-470-021	1571	WOODHILL CT SW			
41-17-28-279-002	1581	WOODHILL CT SW			

RESOLUTION NO. _____

RESOLUTION TO DECLARE THE NECESSITY OF THE 2026 SPONGY MOTH
SUPPRESSION PROJECT AND ESTABLISH SPECIAL ASSESSMENT DISTRICT
#26-824 TO DEFRAY PROJECT COSTS

WHEREAS:

1. Spongy moths can cause damage such as plant defoliation, plant stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (e.g., cars, roofs, siding, windows, patios, decks, and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings, and potentially, reduced property values.
2. The City Council, after proper notice, held a public hearing at its meeting of March 16, 2026, to hear from all persons affected by, interested in, or owning or occupying property proposed to be specially assessed for the city proposed 2026 spongy moth suppression project consisting of the aerial application of naturally occurring bacteria call *Bacillus thuringiensis (Bt)* (under the brand name Foray 76 or equivalent), that is also used by organic gardeners (the "Project").
3. The City Council has considered all comments from persons owning property to be assessed for the proposed project and comments from others made at the public hearing and deems it advisable to proceed with the proposed project and to specially assess the costs of it against the properties depicted on the map attached as Exhibit A and listed on Exhibit B (SA District #26-824)

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council determines to proceed with the Project and to defray all costs by special assessment against the property in SA District #26-824, including any city-owned parcels.
2. That the City Council approves the Project plans and specifications and its estimated cost of approximately \$24,100.00.
3. That the City Assessor and City Clerk shall prepare a special assessment roll for SA District #26-824 to specially assess the amount of \$93.00 per treated acre with all additional related costs to be the obligation of the City at large because of the benefit to each and file the special assessment with the City Clerk.
4. That the special assessment against each parcel shall be paid in one installment to be billed on the Summer 2026 real property tax bill for that parcel so that the single payment will be due and payable on August 31, 2026 and, after that, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

Resolution 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 March 16, 2026.

Kelli A. Vandenberg, Wyoming City Clerk

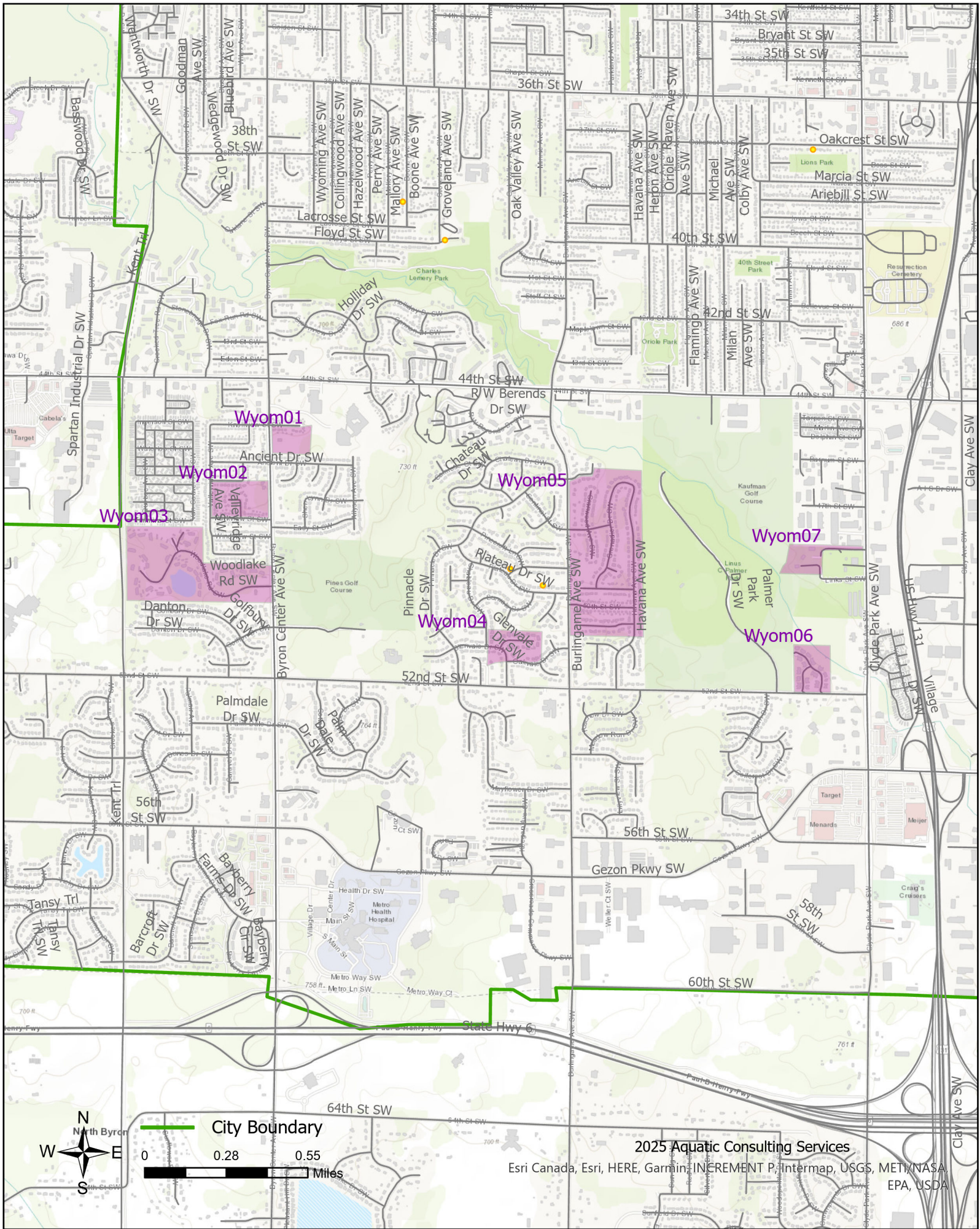
ATTACHMENTS:

Exhibit A - Aerial Spray Map

Exhibit B – List of Parcels in SA District #26-824

Resolution No. _____

City of Wyoming Spongy Moth Report Map 2026



2025 Aquatic Consulting Services

Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

Parcel Numbers and Addresses for Spongy Moth Suppression Project, Special Assessment 26-824

41-17-26-101-079	2100	44TH ST SW
41-17-26-154-002	4850	BURLINGAME AVE SW
41-17-26-154-012	4832	BURLINGAME AVE SW
41-17-26-154-015	4860	BURLINGAME AVE SW
41-17-26-157-015	4880	BURLINGAME AVE SW
41-17-26-301-001	4804	BURLINGAME AVE SW
41-17-26-301-020	4693	BYRON CENTER AVE SW
41-17-26-301-027	5001	BYRON CENTER AVE SW
41-17-26-301-036	4550	BYRON CENTER AVE SW
41-17-26-301-037	4715	BYRON CENTER AVE SW
41-17-26-301-038	4807	CLYDE PARK AVE SW
41-17-26-301-039	4861	CRANWOOD AVE SW
41-17-26-401-001	1775	GLENVALE CT SW
41-17-26-478-001	4661	GRENADIER DR SW
41-17-27-101-022	4647	GRENADIER DR SW
41-17-27-126-012	4653	GRENADIER DR SW
41-17-27-474-002	4601	GRENADIER DR SW
41-17-27-477-001	4764	HAVANA AVE SW
41-17-28-279-024	5194	KAUFMAN GREENS LN SW
41-17-28-288-032	1759	OAKVALE DR SW
41-17-28-401-008	1563	TRENTWOOD ST SW

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION FOR TWO INDUSTRIAL FACILITIES EXEMPTION CERTIFICATIONS FOR LEEDY MANUFACTURING COMPANY IN INDUSTRIAL DEVELOPMENT DISTRICT AND PLANT REHABILITATION DISTRICT NO. 134

WHEREAS:

1. The City established Industrial Development District and Plant Rehabilitation District 134, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 12657 on September 6, 1988. Leedy Manufacturing Company has filed an application to receive two Industrial Facilities Exemption Certifications under Act 198, with respect to modifying and expanding their facility located within Industrial Development District and Plant Rehabilitation District 134.
2. Leedy Manufacturing seeks to rehabilitate the existing facility with an estimated cost of \$4,500,000.00 for real property to be located at 1957 Beverly Avenue SW, Wyoming, Michigan.
3. Leedy Manufacturing seeks to expand the facility with an estimated cost of \$3,500,000.00 for real property to be located at 1957 Beverly Avenue SW, Wyoming, Michigan.
4. Before acting on this application, the City Council held a public hearing on March 16, 2026, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
5. Construction had not begun earlier than six (6) months before January 12, 2026, the date of acceptance of the applications for the Industrial Facilities Exemption Certificates.
6. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificates considered under PA 198 of 1974, as amended, shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The Industrial Facilities Exemption Certificates, pending an IFT Agreement as accepted by the City Attorney and City Manager, and State Approval, when issued, shall remain in force for a period of 12 years.

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 March 16, 2026

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT(s): Staff Report
 Exhibit A – Legal Description

Resolution No. _____

STAFF REPORT

Date: March 12, 2026
Subject: Leedy Manufacturing, 1957 Beverly Ave SW
From: Julian Edouard, Economic Development Specialist
CC: Nicole Hofert, Deputy City Manager
Meeting Date: March 16, 2026

RECOMMENDATION

Staff recommends that a twelve (12) year PRD certificate and twelve (12) year IDD certificate be granted to Leedy Manufacturing, based on the City of Wyoming's IFT Policy.

ALIGNMENT WITH STRATEGIC PLAN

This supports the City's stewardship goals and goals related to encouraging business growth in the community.

DISCUSSION

Leedy Manufacturing has conducted business in Grand Rapids since 1947 and is moving to Wyoming to accommodate their steady growth. Leedy Manufacturing is requesting an IDD certificate for proposed expansion of 30,000 square feet of manufacturing space at their current 172,909 square foot facility at 1957 Beverly. Additionally, Leedy Manufacturing is requesting a PRD certificate for a proposed rehabilitation of the existing obsolete facility. Staff have reviewed the PRD and IDD applications, which are summarized below:

Address of Project: 1957 Beverly Ave SW
Wyoming, MI 49519

Personal Property: \$4,500,000
Real Property: \$8,000,000

Estimated Jobs: 66 total jobs
6 new jobs
60 relocated jobs

Starting date of project: 03/01/2026
End date of project: 09/30/2027

Project Summary:

The 172,909 square foot building at 1957 Beverly Ave SW was constructed in 1925 for industrial use. The project will include selective interior demolition and allow for renovation in phases to make way for a new use and occupancy by Leedy Manufacturing Company (“Leedy”). Leedy is a manufacturing company that has grown beyond the capacity of its existing building in the City of Grand Rapids and plans to relocate the entire operation to this location following the renovation. The project will include environmental and non-environmental activities to bring the site up to today’s standards, including excavation and disposal of contaminated soil, interior demolition, lead/asbestos/mold abatement, and the construction of an urban stormwater management system. Other building improvements include: new 8” thick reinforced concrete floor, new overhead dock door, replacing sections of the roof, installing new fire protection system, new shop lighting, electrical system upgrades, new walls and drywall for a 9,000 square foot office buildout, new warehouse bathrooms, breakroom and upper-level locker rooms and restrooms.

Staff is also working with Leedy on a 30-year brownfield plan to cover eligible expenses due to the site being contaminated. The developer initially asked for 100% reimbursement, however staff have negotiated a 70/30 split whereby the taxing jurisdictions will receive 30% of the property tax revenue annually to support services. The duration of the brownfield plan is 30 years since the amount of tax capture is significantly less in the first 12 years that the tax abatements are in place. Thus, it will take longer to capture the tax revenue needed to repay the eligible costs. Staff is continuing to work with Leedy on this plan and anticipates presenting it to the Wyoming Brownfield Authority and Council in the next month or so. Additionally, the parcel is being rezoned from I-1 to I-2 with first reading anticipated at an April meeting.

BUDGET IMPACT

If the IFTs and brownfield plan are approved, it is estimated that the City will receive \$1,262,353 in property tax revenue over the next 30 years while some or all of these incentives are in place compared to the \$1,219,7553 it is estimated the City would receive in property tax revenue over the next 30 years if no development occurred on the site. In tax year 2026, the City received approximately \$22,300 in property tax revenue for this property. It is estimated that with the investment in and rehabilitation of this property, the City will receive \$137,000 in property tax revenue in 2058, which is the first year following the conclusion of the brownfield plan.

ATTACHMENTS:

Resolution

Legal Description

EXHIBIT A

Legal Description – Leedy Manufacturing

Address: 1957 Beverly Ave SW, Wyoming, MI

Tax Parcel No.: 41-17-10-226-002

Legal Description:

A tract of land in the Northeast quarter, Section 10, Town 6 North, Range 12 West, Michigan, described as follows: Commencing at a point on the North line of said section, being also the center line of Burton Street, at a point one hundred sixty-eight and fifty-seven hundredths (168.57) feet West of the Northeast corner of said section, thence thirty-three (33.0) feet south to the point of beginning, thence South forty-two degrees (42 degrees) fifty-four minutes (54') West, one thousand fifty-seven and sixty-one hundredths (1,057.61) feet, thence South forty-eight degrees (48 degrees) thirty-four minutes (34') West, two hundred forty-four and forty-six hundredths (244.46) feet thence North sixty degrees (60 degrees) four minutes (04') West, three hundred fourteen and forty hundredths (314.40) feet, thence South fifty-five degrees (55 degrees) twenty-five minutes (25') thirty seconds (30") West, seventy and fifty-eight hundredths (70.58) feet to the northerly line of the Chesapeake and Ohio Railroad Right of Way, one hundred (100.0) feet wide, thence North forty-five degrees (45 degrees) thirty-four minutes (34') West along said right-of-way three hundred fifteen and forty-one hundredths (315.41) feet to a point on a curve of the Southerly line of the right-of-way (50 feet) of the Pere Marquette District of the Chesapeake and Ohio Railway Company, thence running in an easterly direction on a curve to the left five hundred fourteen and ten hundredths (514.10) feet (along the arc of said curve) to a point, the above curve having a radius of five hundred ninety-eight and seventy hundredths (598.70) feet, thence North fifty-five degrees (55 degrees) eleven minutes (11') East, eleven and nine-tenths (11.9) feet, thence North thirty-four degrees (34 degrees) forty nine minutes (49') West, two hundred seventy-one (271.0) feet, thence North fifty-five degrees (55 degrees) eleven minutes (11') East, five hundred seventy-one and six hundredths (571.06) feet to a point thirty- three feet South of the North. Section Line, thence North eight-nine degrees (89 degrees) fifty minutes (50') East, six hundred seventy-six (676.0) feet to the point of beginning.

RESOLUTION NO. _____

RESOLUTION TO APPOINT CARLY BACON ATTORNEY MAGISTRATE
FOR THE 62-A DISTRICT COURT

WHEREAS:

1. A Local Administrative Order signed by Pablo Cortes, Chief Judge of the 62A District Court appoints Carly Bacon as Magistrate for the City of Wyoming, 62A District Court, and
2. State of Michigan law provides that all Magistrates shall be appointed by the judges of the district, and the appointment shall be subject to the approval of the governing body of the courts funding unit.

NOW, THEREFORE, BE IT RESOLVED:

1. That Carly Bacon is hereby approved by the City Council of the City of Wyoming to serve as Attorney Magistrate for the City of Wyoming, 62A District Court.

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: March 16, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

LAO – 2026-01

Staff Report

Resolution No. _____

Staff Report

Date: March 11, 2026
Subject: Attorney Magistrate
From: Christopher Kittmann, Court Administrator
Meeting Date: March 16th, 2026

RECOMMENDATION:

It is recommended City Council approve the appointment of Carly Bacon as an authorized Magistrate for the 62A District Court, City of Wyoming.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 – Safety
 - Goal 2 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

Attached is the appropriate paperwork to authorize Carly Bacon as Attorney Magistrate for the 62-A District Court.

The purpose for this appointment is to enhance overall court availability/efficiency to law enforcement to authorize criminal complaints, warrants, summons as well as search warrants. The appointment also provides an opportunity for Ms. Bacon to enroll in and complete a Magistrate Certification Program offered annually by the State of Michigan. Only individuals authorized as a Magistrate may take this program.

By completing this program Ms. Bacon will enhance her knowledge of the Michigan Criminal and Vehicle Law. This program will augment Ms. Bacon's expertise as an Attorney Magistrate. It will make her more efficient as an employee of the city and will aid the daily efficiencies in protecting the citizens of the City of Wyoming.

BUDGET IMPACT:

This authorization will have no increased fiscal impact for the court or the City of Wyoming.

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

COURTNY CARDOSA
DEPUTY COURT ADMINISTRATOR

Local Administrative Order 2026-01

In accordance with Administrative Order 2009-6, effective January 1, 2010, and MCL 600.8501 and 600.8503, and upon approval of the State Court Administrative Office (SCAO),

APPOINTMENT OF ATTORNEY MAGISTRATE

In accordance with Administrative Order 2009-6, effective January 1, 2010, and MCL 600.8501 and 600.8503, and upon approval of the State Court Administrative Office (SCAO),

IT IS ORDERED:

1. The judges of the 62-A District Court appoint Carly Bacon as attorney magistrate with the approval of the City of Wyoming.
2. Carly Bacon:
 - a. Is a registered elector in the City of Wyoming.
 - b. Will serve at the pleasure of the judges of the district court.
 - c. Will take the constitutional oath of office.
 - d. Will file a performance bond in the amount of \$50,000 with the City of Wyoming treasurer and chief judge.
 - e. Will complete a training course in traffic law adjudication and sanctions given by SCAO.
 - f. Is licensed to practice law in Michigan.
3. Magistrate Carly Bacon is authorized to perform the following duties:
 - a. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the following acts or parts of acts, or local ordinances substantially corresponding to the following acts or parts of acts, if the maximum permissible punishment does not exceed 90 days in jail, a fine, or both [MCL 600.8511(a)]:
 - 1) SPORT FISHING, part 487 of the natural resources and environmental protection act, MCL 324.48701 to 324.48740;

Administrative Order 2026-01

APPOINTMENT OF ATTORNEY MAGISTRATE

- 2) WILDLIFE CONSERVATION, part 401 of the natural resources and environmental protection act, MCL 324.40101 to 324.40120;
 - 3) MARINE SAFETY, part 801 of the natural resources and environmental protection act, MCL 324.80101 to 324.80199;
 - 4) MOTOR CARRIER ACT, MCL 475.1 to 479.43;
 - 5) MOTOR CARRIER SAFETY ACT, MCL 480.11 to 480.25;
 - 6) DOG LAW OF 1919, MCL 287.261 to 287.290;
 - 7) MICHIGAN LIQUOR CONTROL CODE, MCL 436.1703 and 436.1915;
 - 8) GENERAL POWERS AND DUTIES, part 5 of the natural resources and environmental protection act, MCL 324.501 to 324.513;
 - 9) LITTERING, part 89 of the natural resources and environmental protection act, MCL 324.8901 to 324.8907;
 - 10) HUNTING AND FISHING LICENSES, part 435 of the natural resources and environmental protection act, MCL 324.43501 to 324.43561;
 - 11) RECREATIONAL TRESPASS, part 731 of the natural resources and environmental protection act, MCL 324.73101 to 324.73111; and
 - 12) TRESPASS, MCL 750.546 to 750.552c.
- b. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the Michigan vehicle code, MCL 257.1 to 257.923, or local ordinances substantially corresponding to provisions of the Michigan vehicle code, if the maximum permissible punishment does not exceed 93 days in jail, a fine, or both, except for violations of MCL 257.625 and 257.625m or local ordinances substantially corresponding to these provisions. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 257.625 and 257.625m or local ordinances substantially corresponding to these provisions. [MCL 600.8511(b)]
- c. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the following acts, if the maximum permissible punishment does not exceed 93 days in jail, a fine, or both [MCL 600.8511(c)]:

Administrative Order 2026-01

APPOINTMENT OF ATTORNEY MAGISTRATE

- 1) OFF-ROAD RECREATION VEHICLES, part 811 of the natural resources and environmental protection act, MCL 324.81101 to 324.81150 or local ordinances substantially corresponding to these provisions, except for violations of MCL 324.81134 and 324.81135. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 324.81134 and 324.81135; and
 - 2) SNOWMOBILE, part 821 of the natural resources and environmental protection act, MCL 324.82101 to 324.82160 or local ordinances substantially corresponding to these provisions, except for violations of MCL 324.82128 and 324.82129. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 324.82128 and 324.82129.
- d. Accept pleas of guilty or nolo contendere and impose sentence for misdemeanor or ordinance violations punishable by fines and that are not punishable by imprisonment by the terms of the statutes or ordinances creating the offenses. [MCL 600.8512a(b)]
 - e. Issue search warrants under general authorization. [MCL 600.8511(g); MCL 780.651(4)]
 - f. Issue warrants for the arrest of persons or summons to appear in court upon written authorization of the prosecuting or municipal attorney and set pre-arraignment bonds. Written authorization is not required for vehicle law or ordinance violations within the jurisdiction of the magistrate, if a police officer issued a traffic citation in accordance with MCL 257.728 and the defendant failed to appear. [MCL 600.8511(e); MCL 764.1(1)]
 - g. Fix bail and accept bond in all criminal cases. [MCL 600.8511(f)] Set bond and order the defendant to appear before the circuit court in the county for a hearing when the person has been arrested for violation of a personal protection order and the circuit court judge will not be present or available within 24 hours after an arrest. [MCL 764.15b(3)]
 - h. Conduct first appearances of defendants before the court in all criminal and ordinance violation cases, including acceptance of any written demand or waiver of preliminary examination and acceptance of any written demand or waiver of jury trial. However, the magistrate may only accept pleas of guilty or nolo contendere expressly authorized under MCL 600.8511 or MCL 600.8512a. [MCL 600.8513(1)]
 - i. Conduct arraignments for a contempt of court violation or a probation violation, if the violation arises directly out of a criminal case for which the magistrate has authority to conduct the first appearance and involves the same defendant, and if the maximum

Administrative Order 2026-01

APPOINTMENT OF ATTORNEY MAGISTRATE

permissible penalty for the offense does not exceed one year in jail, a fine, or both. The magistrate may accept a plea and set bond, but may not conduct a contempt or probation violation hearing or sentencing. [MCL 600.8511(d)]

- j. Hear and preside over civil infraction admissions, admissions with explanation, motions to set aside default or withdraw admissions, and conduct informal hearings in civil infraction actions, and impose all sanctions allowed by statute, under the authority of MCL 600.8512a(a), MCL 600.8512 (traffic, parking, recreational marihuana, and medical marihuana civil infractions), 600.8719 (municipal civil infractions), MCL 600.8819 (state civil infractions), and other applicable sections of these acts. Informal hearings involving traffic or parking violations shall not be conducted until the magistrate has successfully completed the SCAO training course in traffic law adjudication and sanctions.
- k. Approve and grant petitions for the appointment of attorneys to represent indigent defendants accused of misdemeanor offenses punishable by imprisonment for not more than one year or ordinance violations punishable by imprisonment. [MCL 600.8513(2)(a)]
- l. Suspend payment of court fees by indigent parties in civil, small claims, or summary proceedings actions, until after judgment has been entered. [MCL 600.8513(2)(b)]
- m. Upon written authorization of the prosecuting or city attorney, sign nolle prosequis, dismissing any criminal or ordinance violation cases over which the district court has jurisdiction and release any bail bonds or bail bond deposits to the persons entitled to them, unless the preliminary examination or trial has commenced or a plea of guilty or nolo contendere has been accepted by a district court judge. [MCL 600.8513(2)(c)]
- n. Execute and issue process to effectuate authority expressly granted by law to district court magistrates. [MCL 600.8513(2)(d)]
- o. Administer oaths and affirmations and take acknowledgments in writing. [MCL 600.8317]
- p. Perform marriages and charge a fee of \$10 which shall be deposited with the court for transmission to the funding unit at the end of each month. [MCL 600.8316]

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APPOINTMENT OF ATTORNEY MAGISTRATE

- q. Issue summonses to appear and show cause why the animal should not be destroyed, issue other preliminary orders, conduct hearings, and make necessary dispositive orders, regarding animals alleged to be dangerous and to have caused serious injury or death to a person or a dog. [MCL 287.322]
- r. Hear cases in the small claims division of the district court. [MCL 600.8401, MCL 600.8427, MCL 600.8514]
- s. Conduct probable cause conferences and all matters allowed at the probable cause conference, except for the taking of pleas and sentencings, under MCL 766.4. [MCL 600.8511(h)]
- t. Issue a suppression order for a search warrant affidavit. [MCL 780.651(9)]
- u. Issue a suppression order for a search warrant tabulation until the final disposition of the case unless otherwise ordered. [MCL 780.655(2)]
- v. Hear, preside over, and issue orders regarding abandoned vehicles filed under MCL 257.252a, 257.252b, and MCL 257.252d. [MCL 257.252f]

Effective Date: 3.23.2026

Date: 3.11.2026 Chief Judge Signature:

A handwritten signature in blue ink, appearing to read "Pam W", is written over the "Chief Judge Signature:" label.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR COMMUNICATIONS SUPPORT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Sabo PR to provide communications support.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Sabo PR to provide communication support.
2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: February 12, 2026
Subject: Communications Support
From: Nicole Hofert, Deputy City Manager and Brianna Pena-Wojtanek, Senior Communications Specialist

Meeting Date: March 16, 2026

RECOMMENDATION:

It is recommended by staff to approve this professional services contract.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
 - Goal 1: Strengthen community relations and Wyoming’s sense of identity.
 - Objective 1: Implement new branding initiatives.
 - Objective 2: Explore ideas to establish neighborhood identity
- Pillar 2 – Safety
 - Goal 1: Implement and adopt more proactive public safety initiatives.
 - Objective 4: Create staffing/hiring plan for Public Safety.
- Pillar 3 – Stewardship
 - Goal 2: Enhance the efficiency and effectiveness of City operations and services.
 - Objective 6: Develop and communicate value proposition for taxes and services received.

DISCUSSION:

Sabo PR provides communications support on an as needed basis to the City’s communications team as well as other City departments such as Parks and Recreation and Public Safety. This support allows the City to maintain its identity and brand with consistent and clear messaging, which is a key component of creating a cohesive, engaged community. This support also helps us effectively message critical information to our stakeholders.

Sabo PR has provided communications support to the City for nearly 20 years including multiple millage campaigns, media training, media relations, writing support, crisis management and photography and videography.

BUDGET IMPACT:

Funding for communications support is allocated in the communications and department budgets.

Attachment: Contract

CITY OF WYOMING

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

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

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

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

Effective Date means March 17, 2026.

Professional means Allen-Droog Holdings, LLC, a Michigan limited liability company of 44 Cesar Chavez Ave SW, Suite 300, Grand Rapids, MI 49503, d/b/a Sabo Public Relations, LLC and Sabo PR.

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

Proposal means Professional's proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

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

None.


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

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

City of Wyoming


By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Gregory T. Stremers, City Attorney

Allen Droog Holdings, LLC dba Sabo PR

By: 
Cynthia Droog, Owner

Cynthia L. Droog, Owner
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: March 4, 2026__

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 affirms they are 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 shall remain eligible for federal or state contracts.

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

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

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

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

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

Professional must use language assistance services in communications.

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

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

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

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

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

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

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

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

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

7. Payment to Professional.

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

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

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

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

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

10. Records. 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.

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

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

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

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

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

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

liability, but only to the extent covered by Professional's commercial general liability insurance.

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

15. Insurance.

A. Professional shall provide the following insurance:

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

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

To: Peña-Wojtanek, Brianna <Brianna.Pena-Wojtanek@wyomingmi.gov>

Subject: SPR rates

Below are our 2026 rates by the hour. Please let me know if you have any questions or need anything else — thanks.

	<i>Regular</i>	<i>Travel</i>	<i>Crisis</i>	<i>Crisis Travel</i>
Principal	245	100	390	195
Sr. Director	220	90	345	170
Director	195	80	290	150
Associate	155	65	240	120

Amy

Amy Snow-Buckner

616.560.1655 • sabo-pr.com



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have CE install (4) LED cobra head streetlight along Buchanan Ave and Holtwood Ct.
3. CE will place streetlight and necessary appurtenances at a cost of \$11,716.55, to be paid by the developer.
4. CE has submitted the attached modification to the streetlighting contract to address this change.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the City Manager and City Clerk to execute the attached Authorization for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolution.

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 March 16, 2026:

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Authorization for Change in Standard Lighting Contract
Consumers Energy Resolution
Vicinity Map

Resolution No. _____



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

February 20, 2026

NOTIFICATION #:
1075469543

CITY OF WYOMING
PO BOX 905
GRAND RAPIDS, MI 49509-0905

REFERENCE: BUCHANAN AVE AND HOLTWOOD DR , WYOMING

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$ -
Installation Charge:	\$ 11,716.55
Additional Costs	
Total Estimated Cost:	\$ 11,716.55
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	<u>\$11,716.55</u>

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Tanya Martin-walker at 616-251-0574 .



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Tanya Martin-walker at 616-251-0574

Customer Site Readiness Photo Instructions Electric Overhead and Underground Service



Before Consumers Energy can install your service, your site must pass the Company's site readiness check. To prepare for this milestone, you must return a signed and completed **GO-READY Checklist** (attached to your invoice) along with site readiness photos.

Submit the checklist and photos to email address: <mailto:poboxservicerequest@cmsenergy.com> or to your assigned project coordinator. In the subject line, include the site address and the Consumers Energy assigned notification number.

Site readiness photo submission is a regulatory requirement. When submitting, follow the requirements in this document.

Requirements for Site Readiness

For electric metering requirements, refer to [Electric Service and Metering Information and Requirements, Section 10-12](#).

New Business Electric Service

- Meter socket inspection and approval is required. Acceptable approval methods are a sticker on the meter socket, or an email or verbal approval from your inspector.
- Electrical metering equipment shall not be adjacent to gas pipes or closer than 3 feet to a gas meter and/or fuel source.
- If there are multiple meters, the meter sockets must be labeled with the address or unit number using address stickers or Consumers Energy aluminum meter tags.
- Site must be (at a minimum) to rough grade. Meter must be installed 3 feet 6 inches to 5 feet above final grade.
- Permanent services must be installed securely on the residence and temporary power will be removed.
- The customer shall furnish suitable support for CE service drop attachment and in no case will CE be responsible for the damage to any building or structure to which a service drop attachment is made.
- Meter location must maintain 5 feet of horizontal and 3 feet of vertical clearance to decks, fire escapes, or other similar installations.
- Meter and mast location must maintain 3 feet of clearance to windows in any direction for overhead electric service.
- Meter base is to be securely installed at a Consumers Energy approved location on the customer's premise.
- A 12-foot-wide clear proposed service pathway is required from the meter location to the source for direct-buried underground service. If a 12-foot clearance is not possible due to lot size/constraints, identify the maximum width of the clear path and discuss alternate installation methods with your Project Coordinator.
- Customer supplied pedestal must be installed for mobile homes, basement homes and well houses. Pedestal must conform to CE requirements. Contact your Project Coordinator for Consumers Energy's electric meter pedestal requirements.
- Multi-meter/brackets are not to be mounted on customers' switchboards, cubicles, or metal frames without obtaining the Company's approval.
- Meters and customer service equipment for two or more customers occupying apartments or offices in the same building are to be grouped in one location.
- Meters and customer service equipment for two or more customers occupying apartments or offices in the same building are to be grouped in one location.
- The service equipment must be readily accessible and shall not be located in areas where the only entrance is through a trap door, by ladder, or in any location difficult to enter in an emergency, nor in wet, dirty, or cramped areas.
- The customer shall install the metering equipment and pedestal to meet the minimum clearance requirements below unless Consumers Energy requires a greater clearance.
 - 3 feet minimum around the metering pedestal.
 - 5 feet minimum in front of the metering equipment.
- Private utilities must be marked.

Electric Meter/Service Relocate

Follow the requirements for New Business.

- Meter will not be installed in a new location unless the customer's meter socket is visible in submitted photos. Otherwise, if the Project Coordinator releases the work to be completed by our distribution crews, then only the new service line will be installed.
 - The customer will be without a meter and electric supply to their property until the customer's meter socket is installed and the Project Coordinator is notified of the installation.
- If the meter is not being relocated or coordination is for the same day, communication to be facilitated with Project Coordinator.

Electric Meter Upgrade

- Meter location to show current meter/meter bracket.
- Photo must be taken at least 5 feet back to show a clear view of the meter location from ground to meter or overhead service to meter depending on the type of service installed at said location.
- If the service wire needs to be upgraded, a 12-foot-wide clear proposed service pathway is required from the meter location to the source for direct-buried underground service. If a 12-foot clearance is not possible due to lot size/constraints, identify the maximum width of the clear path and discuss alternate installation methods with your Project Coordinator.

Electric Meter Set

Follow the requirements for Meter Upgrade.

- The customer must inform Consumers Energy specifically which meter(s) need(s) to be set for the initial request.
- Customer supplied pedestal must be installed for mobile homes, basement homes and well houses. Pedestal must conform to CE requirements. Contact your Project Coordinator for Consumers Energy's electric meter pedestal requirements.
- Multi-meter/brackets are not to be mounted on customer's switchboards, cubicles, or metal frames without obtaining the Company's approval.
 - All newly constructed private families (i.e., single-family homes) and multifamily (i.e. apartments) shall have separately metered households.
 - Multiple meters, the meter socket must be labeled with the address or unit number.
 - The meter bank area is clear of debris.

Retire/Renew Electric Service

Follow the requirements for New Business.

- The meter area and service path must be clear of debris to retire the service. Crews must be able to access the service/meter.

Temporary Electric Service

Follow the requirements for New Business.

- See requirements in [Electric Service and Metering Information and Requirements](#), Section 10-4-3, Temporary Service.

Photo Instructions – Electric

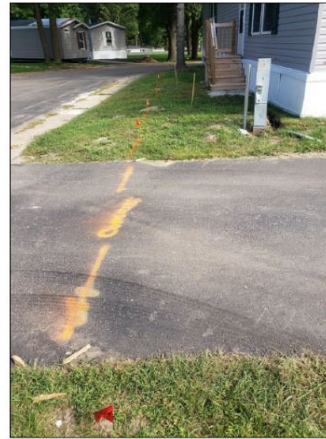
Site readiness photo submission is a regulatory requirement.



Rough grade.



Clear pathway from meter location to street.



Private utilities marked or flagged.



Meter location marked.



Meter installed 3 feet 6 inches to 5 feet above final grade.



Multiple meter labelling. Meters must be labelled with address or unit number.



Approved overhead service, meter set only.



Approved overhead permanent service and clear path.



Approved overhead temporary service and a clear path.



Meter socket inspection sticker.

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input checked="" type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK) EMAIL STREETLIGHT CONTRACTS TO: street_lighting@cmsenergy.com
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	OTHER:
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1075469543



**CITY OF WYOMING
PO BOX 905
GRAND RAPIDS MI 49509-0905**

Amount Due: \$11,716.55
Please pay by: March 06, 2026

Invoice Number	9328791216
PO Number	
PO Date	
Bill Date	02/20/26

Account: 3000 2574 0675

BUCHANAN AVE AND HOLTWOOD DR WYOMING - STREETLIGHTING - NOTIFICATION NUMBER (s): 1075469543 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Boring Charges	462.0 EA	\$13.90	\$6,421.80
Electric Streetlights-Trench	1.0 EA	\$850.00	\$850.00
Electric Streetlights-Trench	315.0 EA	\$2.25	\$708.75
Electric Streetlights-CIAC	4.0 EA	\$230.00	\$920.00
Electric Streetlights-Fiberglass Pole	4.0 EA	\$704.00	\$2,816.00
TOTAL DUE:			\$11,716.55

See Page 2 for Payment Options.
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Tanya Martin-walker -616-251-0574 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2574 0675

Amount Due: \$11,716.55
Please pay by: March 06, 2026
Enclosed:

6 330039134968 000011716552 0000 2056 8 300025740675 H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com

Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593

Discover® MasterCard®
Visa® or eCheck



By mail

Check, money order

Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person

Cash, check, card
or money order

Varies by authorized payment location

Fee may apply



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 103016902985

Consumers Energy Company is authorized as of _____ by the City of WYOMING CITY, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING CITY, dated 2/1/2013.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/2013 shall remain in full force and effect.

Notification Number(s): 1075469543

Comments:

City of WYOMING CITY

By: _____
(Signature)

(Printed)

Its: _____
(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING CITY, dated 2/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF KENT

I, _____, clerk of the City of WYOMING CITY do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City


GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (4) 30 watt LED White Cobrahead NA to Install at location BUCHANAN AVE AND HOLTWOOD DR;

GENERAL CONSTRUCTION NOTES:

- EXISTING WATER MAIN 2' FROM EDGE OF SIDEWALK.
- NEW STLT CABLE WILL BE PLACED 4' FROM EDGE OF CURB.

MISS DIG System, Inc.
1-800-482-7171



UNDERGROUND LEGEND

- Single-phase primary
- Split eye primary
- Three-phase primary
- Single-phase secondary
- Combination light and power secondary
- Three-phase power secondary
- Single-phase service
- Combination lighting and power service
- Three-phase power service
- Strengthening conductor (2"/C-10 CU)
- Strengthening conductor (2"/C-18 AL)
- Covered neutral conductor for ducts
- Strengthening conductor (3"/C-1/2 AL)

CONDUIT

2" Plastic [P2] 3" Plastic [P3] 4" Plastic [P4] 6" Plastic [P6]

2" Steel [S2] 3" Steel [S3] 4" Steel [S4] 5" Steel [S5] 6" Steel [S6]

Red 3" HDPE [R3] Red 4" HDPE [R4] Red 6" HDPE [R6]

CABLE MATERIAL AND SIZE

A. No 2 AL cable, 175 mils, 25KV, or secondary.

B. No 1/0 AL cable, 175 mils, 25KV, or secondary.

C. No 3/0 AL cable, 175 mils, 25KV, or secondary.

D. 350 kcmil AL cable, 175 mils, 25KV, or secondary.

E. 500 kcmil copper cable, 175 mils, 25KV, or secondary.

F. 750 kcmil AL cable, 175 mils, 25KV, or secondary.

FF. 1000 kcmil AL cable (175 mils tree-retardant INS, jacketed)

G. No 1/0 stranded AL cable, 280 mils, 28KV.

H. No 3/0 stranded AL cable, 280 mils, 28KV.

I. 750 kcmil AL cable, 280 mils, 28KV.

J. Cable joint.

K. 350 kcmil AL cable, 280 mils, 28KV.

M. Marker to locate cable

N. Refer to Note on Drawing, N1 for Note L, etc.

O. No 1/0 AL solid, 280 mils, 28KV.

T. No 1/0 AL stranded, 280 mils, 28KV, jacketed

TT. No 1/0 AL stranded cable, 280 mils tree-retardant INS, 25KV, jacketed.

V. 350 kcmil AL stranded, 280 mils, 23KV, jacketed.

VT. 350 kcmil AL cable, 280 mils tree-retardant INS, 25KV, jacketed.

W. 750 kcmil AL stranded, 280 mils, 28KV, jacketed.

WT. 750 kcmil AL cable, 280 mils tree-retardant INS, 25KV, jacketed.

(1) INSTALL

3" SEC RISER
FIGURE 63-20-1 DETAIL A

(3) INSTALL

30' FG
FIGURE 42-212-2
6" STLT BRACKET
FIGURE 41-104-1
30W LED COBRAHEAD
FIGURE 42-102-1
6 TAP SEC PEDESTAL
FIGURE 64-40-1

NOTE

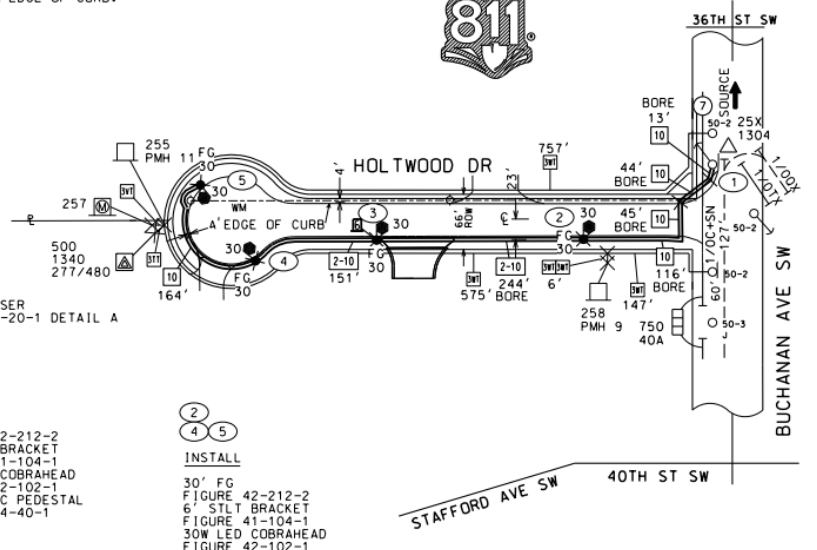
PLACE PEDESTAL RIGHT NEXT TO POLE

(2)

(4) (5)

INSTALL

30' FG
FIGURE 42-212-2
6" STLT BRACKET
FIGURE 41-104-1
30W LED COBRAHEAD
FIGURE 42-102-1



SUBSTATION	WD NO.	METER ORDER NUMBER	METER NUMBER	READ	METER LOCATION
BEALS ROAD	0235				
CIRCUIT	CKT NO.	TLM NUMBER	# OF RODS	OHMS	BUCHANAN AVE AND HOLTWOOD DR ECNC STL
GODWIN HEIGHTS	08	0612241304			CM NO. 100008117210
		ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER
		ECNC	STL	1075469543	11841231

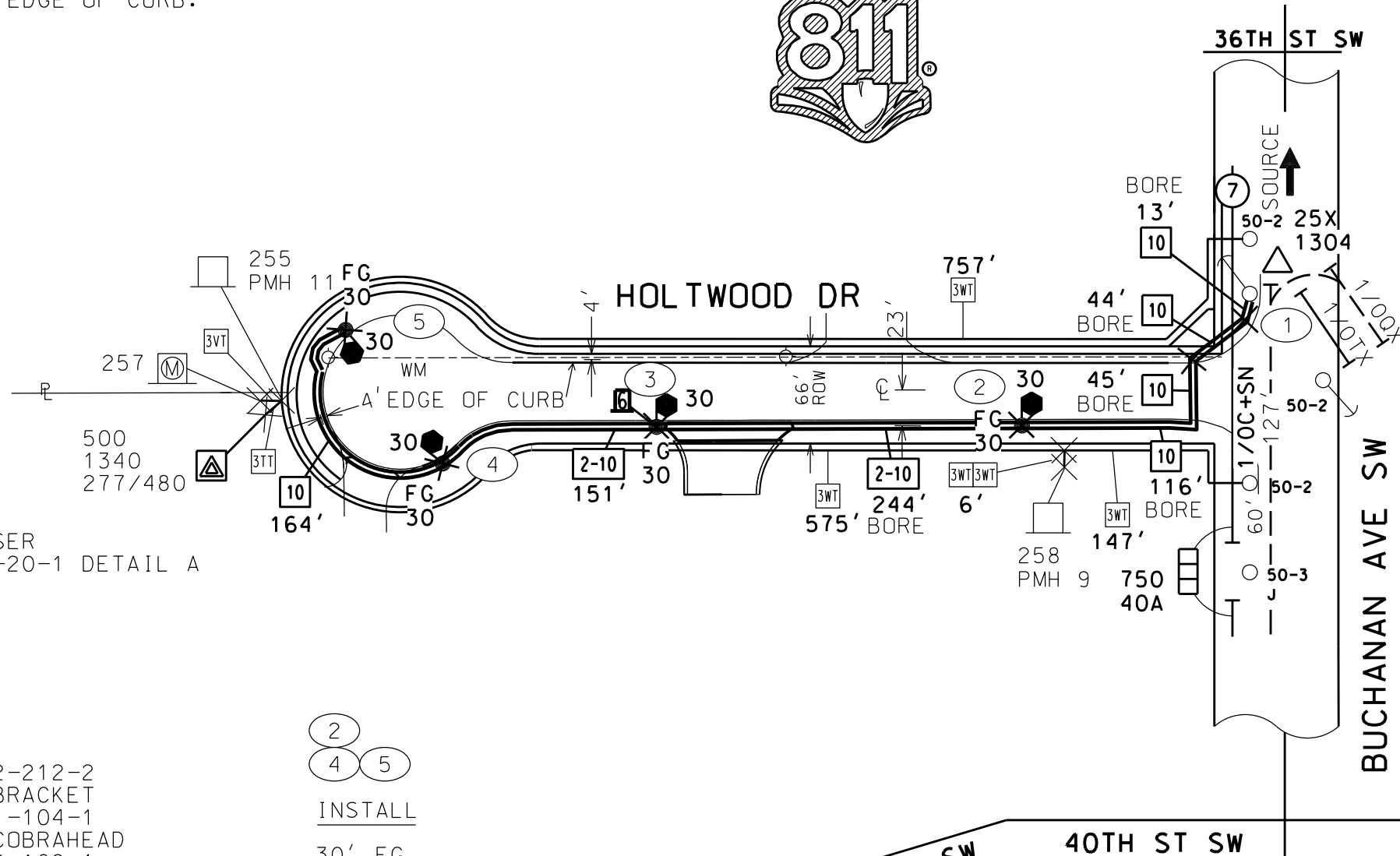
UPSTREAM SECTIONALIZING DEVICE: TLM 1304/25KVA LOCATION: SEE PRINT		CONSUMERS ENERGY CONTACTS	
DEPARTMENT	NAME	NUMBER	
COORDINATOR	TANYA MARTIN-WALKER	616-530-4365	
DESIGNER	MATTHEW KNEPFLER	989-670-8304	

GENERAL CONSTRUCTION NOTES:

- EXISTING WATER MAIN 2' FROM EDGE OF SIDEWALK.
- NEW STLT CABLE WILL BE PLACED 4' FROM EDGE OF CURB.

MISS DIG System, Inc.

1-800-482-7171



1
INSTALL
3" SEC RISER
FIGURE 63-20-1 DETAIL A

3
INSTALL
30' FG
FIGURE 42-212-2
6' STLT BRACKET
FIGURE 41-104-1
30W LED COBRAHEAD
FIGURE 42-102-1
6 TAP SEC PEDESTAL
FIGURE 64-40-1

2
4 5
INSTALL
30' FG
FIGURE 42-212-2
6' STLT BRACKET
FIGURE 41-104-1
30W LED COBRAHEAD
FIGURE 42-102-1

NOTE
PLACE PEDESTAL RIGHT
NEXT TO POLE

UNDERGROUND LEGEND

- Single-phase primary
- Open wye primary
- Three-phase primary
- Single-phase secondary
- Combination light and power secondary
- Three-phase power secondary
- Single-phase service
- Combination lighting and power service
- Three-phase power service
- Streetlighting conductor (2/C-10 CU)
- Streetlighting conductor (2/C-8 AL)
- Covered neutral conductor for ducts
- Streetlighting conductor (3/C-1/0 AL)

CONDUIT
 P2 2" Plastic P3 3" Plastic P4 4" Plastic P6 6" Plastic
 S2 2" Steel S3 3" Steel S4 4" Steel S5 5" Steel S6 6" Steel
 BR3 Red 3" HDPE BR4 Red 4" HDPE BR6 Red 6" HDPE

CABLE MATERIAL AND SIZE
 A. No 2 AL cable, 175 mils, 15KV, or secondary.
 B. No 1/0 AL cable, 175 mils, 15KV, or secondary.
 C. No 3/0 AL cable, 175 mils, 15KV, or secondary.
 D. 350 kcmil AL cable, 175 mils, 15KV, or secondary.
 E. 500 kcmil copper cable, 175 mils, 15KV, or secondary.
 F. 750 kcmil AL cable, 175 mils, 15KV, or secondary.
 FF. 1000 kcmil AL cable (175 mils tree-retardant INS, Jacketed)
 G. No 1/0 stranded AL cable, 280 mils, 28KV.
 H. No 3/0 stranded AL cable, 280 mils, 28KV.
 I. 750 kcmil AL cable, 280 mils, 28KV.
 J. Cable joint.
 K. 350 kcmil AL cable, 260 mils, 25KV.
 M. Marker to locate cable
 N. Refer to Note on Drawing, N1 for Note 1, etc.
 R. No 1/0 AL, solid, 280 mils, 28KV.
 T. No 1/0 AL stranded, 280 mils, 28KV, jacketed
 TT. No 1/0 AL stranded cable, 260 mils tree-retardant INS, 25KV, Jacketed.
 V. 350 kcmil AL stranded, 260 mils, 25KV, jacketed.
 VT. 350 kcmil AL cable, 260 mils tree-retardant INS, 25KV, Jacketed.
 W. 750 kcmil AL stranded, 280 mils, 28KV, jacketed.
 WT. 750 kcmil AL cable, 260 mils tree-retardant INS, 25KV, Jacketed.

PROF. ELEC. CONDUCTORS ONLY
 PROP. ELEC. AND GAS LINES ONLY
 PROP. GAS LINE ONLY
 PROP. ELEC., GAS AND TELECOMMUNICATIONS
 EXIST. ELEC. CONDUCTORS ONLY
 EXIST. GAS LINE ONLY
 FUTURE ELECTRIC TRENCH

EX: **3R** - No. 1/0 solid AL cable for three-phase primary
3G40 - No. 1/0 AL cable for 3-phase primary and 350 AL cable for 1-phase secondary
 X CONDUCTOR CHANGE

SUBSTATION	WD NO.	METER ORDER NUMBER	METER NUMBER	READ	METER LOCATION
BEALS ROAD	0235				
CIRCUIT	CKT NO.	TLM NUMBER	# OF RODS	OHMS	BUCHANAN AVE AND HOLTWOOD DR ECNC STL
GODWIN HEIGHTS	08	0612241304			CM NO.100008117210
		CE STAKING REO'D	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ORDER TYPE	MAT. TYPE
		FORESTRY REO'D	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NOTIFICATION NUMBER	DESIGN NUMBER
				1075469543	11841231

JOB PURPOSE:
INSTALLING 4 NEW STREETLIGHTS

UPSTREAM SECTIONALIZING DEVICE:
TLM 1304/25KVA
LOCATION:
SEE PRINT

CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR	TANYA MARTIN-WALKER	616-530-4365
DESIGNER	MATTHEW KNEPFLER	989-670-8304

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
DRINKING WATER PLANT (DWP) BASKET SCREEN REPAIRS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Allied Mechanical Services, Inc. for basket screen repairs in the total estimated amount of \$23,610.00.
2. It is also recommended City Council authorize a 10% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Allied Mechanical Services, Inc. for DWP basket screen repairs.
2. City Council authorizes a 10% contingency.
3. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: February 24, 2026
Subject: DWP Basket Screen Repair
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Aaron Vis, Director of Public Works
Meeting Date: March 16, 2026

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Allied Mechanical Services for basket screen repairs in the amount of \$23,610.00, plus a 10% contingency for a total amount of \$26,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant's Low Service Pump Station utilizes six pumps to convey raw water from Lake Michigan to the plant for treatment. Located within the pump station approximately 20 feet below the lake's surface are two large intake screens designed to prevent debris such as zebra mussels, fish, wood, and other objects from entering the wet wells and damaging the pumps. These 6'6" square screens are manually pulled and cleaned weekly by plant staff.

On November 17, 2025, via Resolution No. 28571, the City Council approved the repair of the south basket guide rails. Divers from Underwater Construction Corporation recently completed this work, successfully replacing the worn rails for the south basket. In addition to the worn guide rail, both the north and south basket screens are worn and require repair.

Therefore, a request for proposal (RFP) was developed for the replacement of the worn basket screen hoops, guide brackets, and the hatch opening system. The RFP was provided to five qualified companies with experience and capabilities to perform these specialized repairs. Three companies conducted site visits to review the work and submitted proposals. The costs are summarized in the tabulation below.

After a review of the proposals, Allied Mechanical Services offered the lowest bid while meeting the project requirements. They have successfully completed many projects for the utility plants, and we are confident in their ability to perform this work. Therefore, it is recommended that the City Council accept the proposal from Allied Mechanical Services for basket screen repairs.

TABULATION:

Bidder	Bid Amount
Allied Mechanical Services	\$23,610.00
Accurate Engineering & Manufacturing	\$26,075.00
Emerald Tool	\$33,460.00

BUDGET IMPACT:

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

SOUTH BASKET SCREEN PHOTO:



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 28th St SW, Wyoming, MI 49509.

Contractor means: Allied Mechanical Services, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5688 East ML Ave
[Contractor's street address]
Kalamazoo, MI 49048
[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: March 17, 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:

- Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
- City will pay the Contractor in accordance with the RFP as modified by the Proposal.
- 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."]

- 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.
- 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

Allied Mechanical Services, Inc.

By: **M Butler** _____
Digitally signed by M Butler
DN: C=US,
E=mbutler@alliedmechanical.com,
[Signature, first date, time, and IP of Contractor]
Date: 2026.02.24 08:45:08-05'00'

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

Date signed: _____, 20__

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. **Permits and Inspections.** Unless the 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). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

19. General Terms.

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

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

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

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.

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

EXHIBIT B
RFP

City of Wyoming – Drinking Water Plant

Request for Proposal: Basket Screen System Redesign and Rebuild

The City of Wyoming Drinking Water Plant is seeking proposals for the redesign and rebuild of components of two basket screens and design improvements to the opening covers at the Low Service Pump Station located in Holland, MI. The selected contractor will be responsible for design, engineering, drawings, fabrication, and installation of all components.

Proposal Submission Deadline:

Submit proposals via email to Dan.Kleinheksel@WyomingMI.gov no later than Tuesday, February 17, 2026.

General Requirements

- 1. Site Examination:**
All bidders must review the work site and the Scope of Work outlined in this RFP to ensure a clear understanding of the project requirements.
- 2. Site Visit Scheduling:**
A site visit may be scheduled with Dan Kleinheksel, Utility Maintenance Manager, by emailing Dan.Kleinheksel@WyomingMI.gov. Site visits must occur no later than Tuesday, February 10, 2026.
- 3. Drawings:**
Provided drawings are for reference only.
- 4. Responsibility for Conditions:**
By submitting a proposal, the contractor acknowledges full responsibility for understanding the nature and potential challenges of the work. No additional compensation will be provided for unforeseen difficulties.
- 5. Experience Requirement:**
Proposer must have a minimum of five (5) years of experience performing similar work under comparable conditions.
- 6. Pricing:**
Submit a lump sum turnkey proposal for all work specified. Any necessary items or accessories not explicitly listed must be included in the lump sum price.
- 7. Project Completion:**
The project must be 100% completed by June 4, 2026.
Liquidated damages: \$250 per day will be assessed for delays beyond this date.

8. **Warranty:**

All work shall be guaranteed against defective materials and workmanship for one (1) year following completion. The contractor shall promptly repair or replace any defective work during this period.

Scope of Work

Two basket screens and opening covers located in the Low Service Pump Station have worn components that require redesign, rebuild, and improvements. Work includes:

1. Basket Screen Hoops
 - Redesign and rebuild as needed for the cover opening system.
2. Side Guide Brackets:
 - Redesign and rebuild upper and lower guide brackets.
 - Include bracket extensions and flares to improve alignment and prevent jamming.
3. Screen Cover Opening Systems:
 - Design and incorporate roller guide assemblies or equivalent to reduce wear and improve the cover opening system.
4. Design Approval
 - Submit all design drawings for approval prior to fabrication.
5. Materials
 - All fasteners: Stainless steel
 - Steel components: Stainless steel or galvanized
6. Operational Requirements
 - Modifications to be performed onsite.
 - Only one basket screen may be out of service at a time. The pump station must remain operational throughout the project.

**EXHIBIT C
PROPOSAL**



February 15, 2026

City of Wyoming

Re: Basket Screen Repairs
Quote: MB261192

Dan,
Allied Mechanical Services is pleased to offer this Lump Sum proposal for the following scope items listed below.

Project Grand Total _____ \$23,610.00

Scope:

- Remove and replace existing top guide hoop and angles
- New angles to be 3"x 3" x 1/2"
- New guide hoop to be 3"x 3" x 1/2" angle with 3" flat bar welded to the top side to create large surface for new door guides
- Plates to be added to lower guides to bring them back to original design specifications
- Three 6" long round UHMW rollers to be added to each door section
- Shop Drawing for approval prior to fabrication
- All material to be Hot Dip Galvanized after shop welding
- Field welds to receive a minimum of two coats of Zinc Rich Galvanized Paint

Clarifications/Exclusions:

- Each basket will be out of service for 2-3 days.
- No allowance for weekends, overtime, or off shift hours.

Due to extreme market volatility, all pricing and availability are subject to change without notice. All quotes are to be confirmed at the time of order placement.

Thank you for allowing Allied Mechanical the opportunity to provide this quote. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Matt Butler

Project Manager / Estimator
269.998.9123 C.

mbutler@alliedmechanical.com

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A CONTRACT AMENDMENT
FOR JANITORIAL SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a contract amendment with West Michigan Janitorial for an additional three-years to the current janitorial services contract in the amounts as listed on the attached staff report.
2. Funds are budgeted in various departmental accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council approves a contract amendment for janitorial services with West Michigan Janitorial.
2. City Council authorizes the City Manager to approve the contract amendment.

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: March 16, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Amendment

Resolution No. _____

STAFF REPORT

Date: February 24, 2026
Subject: Janitorial Services Contract
From: Jennifer Brunsink, Administrative Specialist
CC: Aaron Vis, Director of Public Works
Meeting Date: March 16, 2026

RECOMMENDATION:

It is recommended that City Council approve a three-year extension of the Janitorial Services Contract with West Michigan Janitorial (WMJ) from March 22, 2026, through March 21, 2029, for services at City facilities.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The City relies on West Michigan Janitorial (WMJ) for janitorial services to maintain cleanliness and sanitation at various City facilities, including 62A District Court, City Hall, Public Works, Library, Public Safety, Godwin Mercado, and Wyoming Senior Center buildings.

The City contracted janitorial services with WMJ again in late 2021 after terminating the lowest bidder's contract due to poor performance. WMJ, the second-lowest bidder, was awarded the contract because of their reliable and proven performance. The current contract is set to expire on March 22, 2026.

WMJ proposes a 3% increase for 2026–2027, a 5.25% increase for 2027–2028, and a 3% increase for 2028–2029, reflecting rising supply and labor costs. Additional services at the Public Works building will add \$225 per month, with the same hourly model available for additionally requested services at other locations if other needs arise during the contract term.

WMJ consistently delivers reliable service, responds quickly to issues, and supports City needs. To ensure continuity of quality janitorial services at competitive costs, it is recommended that the contract be extended for three years as outlined in the proposal.

BUDGET IMPACT:

Sufficient funds have been budgeted in the appropriate departmental accounts for the projected annual costs listed below:

BUILDING	03/22/25-03/21/26	03/22/26-03/21/27	03/22/27-03/21/28	03/22/28-03/29/29
62A District Court	\$59,081.16	\$60,853.56	\$64,048.32	\$65,969.38
City Hall	\$47,315.04	\$48,734.52	\$51,293.04	\$52,831.80
Public Works	\$42,111.72	\$44,811.72	\$47,164.32	\$48,579.24
Library	\$73,507.68	\$75,712.92	\$79,687.80	\$82,078.44
Public Safety-Police	\$53,692.20	\$55,302.96	\$58,206.36	\$59,952.60
Senior Center	\$15,904.68	\$16,381.80	\$17,241.84	\$17,759.04
Godwin Mercado	\$15,000.00	\$15,450.00	\$16,261.08	\$16,749.00
Projected Annual Cost	\$306,612.48	\$317,247.48	\$333,902.76	\$343,919.50

Attachments:
 WMJ Letter
 Contract

CITY OF WYOMING

CONTRACT AMENDMENT West Michigan Janitorial

This Contract Amendment is to the Janitorial Services Contract made as of March 15, 2022 (Effective Date) between the City of Wyoming (City) and West Michigan Janitorial (Contractor).

RECITALS

- A. City wishes to add an additional three years of services to the Janitorial Services Contract (Added Services).
- B. Contractor submitted a proposal 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. Contractor will perform the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Contractor Services Contract remain in full effect.

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

City of Wyoming


By: _____
John Shay, City Manager

Date signed: _____, 2026

Approved as to form: 

Gregory T. Stremers, City Attorney

West Michigan Janitorial

By: 

[Signature officer, director, or principal of Professional]
Greg Brouwer

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

Date signed: February 25th, 2026

EXHIBIT A



February 17th, 2025
City of Wyoming
Attn: Jennifer Brunsink
1155 28th St SW,
Wyoming MI 49509

Dear Jennifer,

Thank you for your continued partnership with West Michigan Janitorial. We have appreciated the opportunity to work with the City of Wyoming since March 2022 and are grateful for the trust you place in us to maintain the City's facilities.

As we approach the renewal of our current agreement, we propose a 3% increase from the original agreement and an updated scope of work that includes \$225 per month for cleaning the Public Works space two days per week, along with a three-year contract extension, per the table below.

The following price per month for each year is as follows:

Building	2025- 2026 Contract Price	2026-2027 Proposed Price (3% Increase)	2027-2028 Proposed Price (5.25% increase)	2028-2029 Proposed Price (3% increase)
62A District Court	\$4,923.43	\$5,071.13	\$5,337.36	\$5,497.48
City Hall	\$3,942.92	\$4,061.21	\$4,274.42	\$4,402.65
Public Works Building	\$3,509.31	\$3,734.31	\$3,930.36	\$4,048.27
Library	\$6,125.64	\$6,309.41	\$6,640.65	\$6,839.87
Department of Public Safety – Police Bldg	\$4,474.35	\$4,608.58	\$4,850.53	\$4,996.05
Wyoming Senior Center	\$1,325.39	\$1,365.15	\$1,436.82	\$1,479.92
Godwin Mercado	\$1250.00	\$1287.50	\$1355.09	\$1395.75

Thank you again for the opportunity to serve the City of Wyoming. We look forward to continuing our partnership and welcome any questions or discussions regarding this proposal. Please feel free to reach out to me directly at 616-558-9552 or via email at gbrouwer@wmjanitorial.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Brouwer', is written over a light blue horizontal line.

Greg Brouwer
President
West Michigan Janitorial

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH
ENGINE REPLACEMENT AND REPAIRS TO DUMP TRUCKS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the engine replacement and repairs to dump truck 538-000 and authorize payment to Michigan CAT (dba MacAllister) in the total amount of \$35,843.56.
2. It is also recommended City Council concur with the major exhaust repairs to dump truck 528-001 and authorize payment to West Michigan International LLC. in the amount of \$9,305.03.
3. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council concurs with the repairs to dump truck 538-000.
2. City Council concurs with the repairs to dump truck 528-001.
3. City Council authorizes payment to Michigan CAT (dba MacAllister) in the amount of \$35,843.56.
4. City Council authorizes payment to West Michigan International LLC in the amount of \$9,305.03.
5. City Council approves the attached budget amendment.
6. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoice(s)
Budget Amendment

Staff Report

Date: March 2, 2026

Subject: Authorize Payment for Dump Truck Repairs

From: Jay VanDyke, Assistant Director of PW - Maintenance

CC: Aaron Vis, Director of Public Works

Meeting Date: March 16, 2026

RECOMMENDATION:

It is recommended that the City Council authorize payment of \$35,843.56.11 to Michigan CAT (dba MacAllister) for engine replacement and repairs completed on dump truck 538-000 and authorize payment of \$9,305.03 to West Michigan International LLC for major exhaust repairs completed on dump truck 528-001.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City Infrastructure and Service Reliability

DISCUSSION:

In January of this year, dump truck 538-000 experienced major engine issues. The full extent of the repairs needed was initially unknown and a diagnosis from a shop that specializes in these engines was needed. MacAllister, a local vendor that services Sterling brand dump trucks with CAT engines, was selected to perform the work. It was determined that the engine had damaged cylinders and replacing it with a remanufactured engine was the most effective solution. In addition to the engine replacement, coolant lines, fittings, clamps, and O-rings were also replaced. MacAllister completed the repairs in a timely manner, and the dump truck was returned to service in February.

In February of this year, dump truck 528-001 experienced major exhaust issues related to the emissions system. West Michigan International LLC, a local Wyoming vendor that specializes in this type of work, was selected to perform the repairs. The replacement of emissions parts and other repairs were made in a timely manner and 528-001 is back in service.

These trucks are important pieces of equipment that are used for snow plowing as well as water, sewer, and street maintenance.

BUDGET IMPACT:

Pending approval of the attached budget amendment, sufficient funds exist in the appropriate motor pool account.

Attachments:

Invoices

Budget Amendment



INTERNATIONAL

West Michigan

930-000

575 56TH STREET SW
 GRAND RAPIDS, MI 49548
 P (616) 241-4656
 F (616) 241-0813
 Facility Lic F163699

BILL TO
 CITY OF WYOMING - 10783
 1155 28TH STREET SW
 PO BOX 905
 WYOMING MI 49509
 P (616) 558-6659
 F

DELIVER TO
 CITY OF WYOMING - 10783
 1155 28TH STREET SW
 PO BOX 905
 WYOMING MI 49509
 P (616) 558-6659
 F

SERVICE INVOICE: R101045395:01

DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE				
2/4/2026 5 42 22PM	2/20/2026	SRET	Michael Hill	AR	528-001				
YEAR	MAKE	MODEL	VIN	UNIT ID	CUST UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOMETER
2015	INTERNATIONAL	7000 SERIES	1HTWCAZR5FH720061	158978	528-001	4,187	11/20/2014		41878

Sold Operations

JOB #1 HR ***GET HEALTH REPORT - INCLUDED IN DIAGNOSTIC TIME!!!!**
COMPLAINT ***GET HEALTH REPORT - INCLUDED IN DIAGNOSTIC TIME!!!!**
CAUSE
CORRECTION

WEST MICHIGAN INTERNAT \$9,305 03

Batch # 2026-00001754
 Inv # R101045395 01



679773

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE

Propay Parts Labor Misc Sublet

JOB #2 12 ENGINE

COMPLAINT UNIT HAS NO BOOST- NO CODES
CAUSE EBPV FAILURE

CORRECTION checked and found the TC1TOP went up to 25psi the exhaust is restricted will need to pull the exhaust down pipe and aftertreatment for inspection pulled the DPF and DOC found the DPF has failed test drove with the aftertreatment off and found the exhaust back pressure is still high found the exhaust back pressure valve is stuck shut and will need to be replaced Drained coolant, replaced the exhaust back pressure valve, installed new sensors into DPF/DOC, reinstalled all aftertreatment with new clamps and gaskets, took extra time to get it all lined up correctly Installed aftertreatment and plugged in new sensors Truck passed air management test Ran a regen, truck is now up for test drive, Completed

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	101N/1817852C1	Bolt, Flange M12 X 1 75 Mm X40	3 31	3 31
1	101N/1893794C1	Clamp, Exhaust	19 92	19 92
1	101N/1893799C1	Locknut, Hex, 1/4-28	12 80	12 80
1	101N/2015983C1	Gasket, Exhaust Pipe Flange	36 88	36 88
1	101N/2593754C92	Sensor Exhaust Gas Temperature	173 68	173 68
1	101N/2593756C92	Sensor Exhaust Gas Temperature	147 00	147 00
1	101N/2594437C91	Tube Assembly, Pressure Line F	166 90	166 90
1	101N/3018016C2	Gasket, Injector, Hc	41 20	41 20
1	101N/3805267C2	Clamp, Turbo	52 43	52 43
1	101N/3869530C1	Clamp, V-band, Exhaust, W/ Qui	49 98	49 98
1	101N/3900706C1	Gasket, Exhaust Pipe Flange, 4	33 84	33 84
1	101N/5012095R91	Remanufactured Doc Assembly- I	909 99	909 99



Sold Operations (Cont)

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
-1	101N/5012095R91-COI	Remanufactured Doc Assembly- I	660 00	-660 00
1	101N/5012095R91-COI	Remanufactured Doc Assembly- I	660 00	660 00
1	101N/6117238C1	Gasket, Exhaust Pipe Flange, 3	22 18	22 18
1	101N/7078617C1	Tube, Injector Cooler, Inlet	115 90	115 90
1	101N/7078618C1	Tube, Injector Cooler, Outlet	139 17	139 17
1	101N/7095683C92	Exhaust Brake, Brake, Assy Exh	1,445 64	1,445 64
1	101N/7096184C1	Plug, M20	4 56	4 56
1	101X/540-13186	AFTER MARKET DPF	1,228 57	1,228 57
1	COMP	COMPUTER TECHNOLOGY FEE	110 00	110 00
1 50	LABOR REGEN	REGEN ANALYZER TEST		292 50
	828 - Galle Ethan - M293447			
1 00	LABOR WMI05-MISC	REPAIR VERIFICATION 0-60		195 00
	828 - Galle Ethan - M293447			
0 60	LABOR WMI12-MISC	AIR HANDLING TEST		117 00
	828 - Galle, Ethan - M293447			
3 50	LABOR WMI18-DPFD	DPF/DOC VERTICAL/HORIZONTAL - R&R		682 50
	828 - Galle Ethan - M293447			
1 00	LABOR WMI18-MISC	R&R FENDER EXTENSION FOR ACCESS		195 00
	828 - Galle, Ethan - M293447			
0 80	LABOR WMI18-MISC	REPLACE EXH PRESSURE TUBE		156 00
	828 - Galle, Ethan - M293447			
6 00	LABOR WMI18-MISC	REPLACE EXHAUST BACK PRESSURE VALVE		1,170 00
	828 - Galle, Ethan - M293447			
1 60	LABOR WMI18-MISC	REPLACE EXHAUST GAS TEMP SENSORS		312 00
	828 - Galle Ethan - M293447			
0 60	LABOR WMI18-MISC	REPLACE INJECTOR COOLER LINES		117 00
	828 - Galle, Ethan - M293447			
1 00	LABOR WMI18-MISC	RESEAL EXHAUST WITH NEW CLAMPS AND GASKETS		195 00
	828 - Galle, Ethan - M293447			
4 00	LABOR WMI20-DIAG	MAJOR - DIAGNOSTICS - DIAG BOOST COMPLAINT		780 00
	212 - Lenon, Todd - M233532			

Prepay 0 00 Parts \$4,603 95 Labor \$4,212 00 Misc \$110 00 Sublet \$0 \$8,925 95

JOB #3 INFO INFORMATION ONLY:

COMPLAINT INFORMATION ONLY PARKED IN SPOT 32 , CONTACT IS DON ROEST @ 616-530-7273
 CAUSE
 CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE

Prepay Parts Labor Misc Sublet

Sold Operations Totals

Prepay 0 00 Parts \$4,603 95 Labor \$4,212 00 Misc \$110 00 Sublet \$0 00

\$8,925 95



528.001
w/o 2026-710

Printed Name _____ Signature _____

Customer acknowledges that lug nuts must be re-torqued after 50-100 miles of operation

<p>CUSTOMER APPROVAL FOR REPAIRS NOT COVERED BY WARRANTY, POLICY, OR FIELD CHANGES FINANCE CHARGES WILL APPLY IF THE NEW BALANCE IS UNPAID ONE MONTH FROM CLOSING DATE OF STATEMENT. FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% APPLIED TO THE PREVIOUS</p>	<p>STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.</p>	<table border="1"> <thead> <tr> <th></th> <th>ESTIMATED</th> <th>BILLED</th> </tr> </thead> <tbody> <tr> <td>LABOR</td> <td></td> <td>\$4,212.00</td> </tr> <tr> <td>PARTS</td> <td></td> <td>\$4,603.95</td> </tr> <tr> <td>MISC</td> <td></td> <td>\$110.00</td> </tr> <tr> <td>SUBLET</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>PREPAY</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>SUBTOTAL</td> <td></td> <td>\$8,925.95</td> </tr> <tr> <td>SHOP SUPPLIES</td> <td></td> <td>\$379.08</td> </tr> <tr> <td>DISP FEES</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>TAX</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>TOTAL</td> <td></td> <td>\$9,305.03</td> </tr> </tbody> </table>		ESTIMATED	BILLED	LABOR		\$4,212.00	PARTS		\$4,603.95	MISC		\$110.00	SUBLET		\$0.00	PREPAY		\$0.00	SUBTOTAL		\$8,925.95	SHOP SUPPLIES		\$379.08	DISP FEES		\$0.00	TAX		\$0.00	TOTAL		\$9,305.03
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TAX		\$0.00																																	
TOTAL		\$9,305.03																																	
<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE</p> <p>I HEREBY AUTHORIZE THE REPAIR WORK HERIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIALS AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSE BY UNAVAILABILITY OF PARTS OR DELAY IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HERIN DESCRIBED ON THE STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AN/OR INSPECTION. AN EXPRESS GARAGE KEEPER'S LIEN IS HEREBY ACKNOWLEDGED ON THIS VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I UNDERSTAND THAT PURSUANT TO SAID EXPRESS GARAGE KEEPER'S LIEN I HAVE NO RIGHT OF POSSESSION TO THE ABOVE VEHICLE UNTIL THE REPAIRS THERETO HAVE BEEN PAID IN FULL OR UNTIL YOU AND/OR YOUR EMPLOYEES HAVE RELEASED THE VEHICLE TO ME.</p> <p>ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE</p>	<p>PLEASE REMIT PAYMENT TO: WEST MICHIGAN INTERNATIONAL LLC 575 56TH STREET SW GRAND RAPIDS, MI 49548</p>																																		

-CERTIFICATION
All repairs and parts listed were furnished in compliance with Michigan Auto Repair Act (P.A. 300)

Company Authorized Representative

AUTHORIZED BY _____
DATE _____



Service Dept.
7700 Caterpillar Drive SW
Grand Rapids, Michigan 49548

REMIT TO: Michigan CAT
Dept.# 77576
P.O. BOX 7700
Detroit, Michigan 48277-0576

To view and pay invoices online, go to:
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Account Number: 15452
CUSTOMER INVOICE

Service Dept.
7700 Caterpillar Drive SW
Grand Rapids, Michigan 49548
Phone: 616 827 8000 Fax 616 827 7700

CITY OF WYOMING FLEET SERVICES
2660 BURLINGAME AVE SW
WYOMING, MI 49509

SHIP TO
CITY OF WYOMING FLEET SERVICES
2660 BURLINGAME AVE SW
WYOMING MI 49509

INVOICE NUMBER	INVOICE DATE	ORDER NUMBER	DOCUMENT DATE	CUSTOMER PO NUMBER	PAGE	
SD18354481	02/24/2026	GR-WO-18230062	01/20/2026	538-000	1 OF 6	
MAKE	MODEL	EQUIPMENT NUMBER	SERIAL NUMBER	METER READING	SHIP VIA	TAX
CATERPILLAR	C7 TRK	538	KAL44423	94440		MI
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION		

**If wheel fasteners were removed, it is the responsibility of the owner/driver to have them re-torqued within the next 30-60 miles of operation **

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act. Repairs properly completed and checked by: Eric J Morren M264647
Michigan repair facility registration number: F109936

SEG. 1 / TROUBLESHOOT / ENGINE

COMPLAINT: ENGINE IS RUNNING VERY POORLY

CAUSE: SCORED CYLINDERS

CORRECTION: PULLED TRUCK IN AND PULLED A DOWNLOAD, FOUND ONE INACTIVE CODE FOR LOW ECM VOLTAGE FROM A LITTLE BIT AGO. HOOKED FUEL PRESSURE UP AND VERIFIED THAT INJECTOR 5 AND 6 WERE WEAK, TESTED INJECTION PRESSURE TO VERIFY THAT THE INJECTION PRESSURE WAS OKAY AND TESTED WITHIN A 100 PSI BETWEEN DESIRED PSI. REMOVED DOG HOUSE AND REMOVED VALVE COVER AND AIR INTAKE, PULLED INJECTORS 6 AND 5 AND FOUND HEAVY AMOUNT OF GLITTER IN THE OIL AND BORE SCOPED THE BORES AND FOUND A LOT OF SCORING ON THE CYLINDER WALLS IN CYLINDERS 5 AND 6.

Service tech(s): Jaxson Riley Chestnut , John Deboer M276983

LABOR	4.00	Regular hours	Shop	182.00	728.00
			SEGMENT 1	TOTAL LABOR	728.00
				SEGMENT TOTAL	728.00

SEG. 2 / REMOVE & INSTALL / ENGINE

COMPLAINT: ENGINE IS RUNNING VERY POORLY

CAUSE: SCORED CYLINDERS

CORRECTION: DISASSEMBLED TRUCK TO REMOVE ENGINE. REMOVED HOOD, COOLING PACK, DISCONNECTED FLEX PLATE AND TRANSMISSION, DISCONNECTED ALL FUEL AND COOLANT LINES TO ENGINE, AND REMOVED ALL ELECTRICAL. REMOVED MOTOR MOUNTS, PULLED THE DAMPENOR OFF AND OIL PAN, PULLED ENGINE FROM



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QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	

CHASSIS, SWAPPED COMPONENTS AND REINSTALLED ENGINE, INSTALLED OIL PAN IN CHASSIS ALONG WITH THE DAMPENER, REINSTALLED COOLANT LINES, FUEL LINES, ELECTRICAL HARNESSSES, AIR LINES, TRANSMISSION AND FLEX PLATE BRACKETS ETC. FOR THE LINES AND HOSES. REINSTALLED COOLING PACK, HOOD AND DOG HOUSE. STARTED ENGINE UP TO VERIFY IT RAN AND EVERYTHING WORKS AS SHOULD.

Service tech(s): Luke A Geurink M284867, Jaxson Riley Chestnut , Broc Brown

PARTS

1	20R3664	ENG AR COMP	26,262.41	26,262.41
1.00		Core charge	5,838.49	5,838.49
1.00		Full core credit	-5,838.49	-5,838.49
10	5426490	COOLANT-ELC	19.27	192.70
27	103373Q	BULK - CAT DEO ULS 15W-40	3.45	93.15
		SEGMENT 2	TOTAL PARTS	26,548.26
			TOTAL LABOR (FLAT-RATE)	4,750.00
			SEGMENT TOTAL	31,298.26

SEG. 3 / TFR COMPONENTS TO/FROM / ENGINE

COMPLAINT: ENGINE RUNS POORLY

CAUSE: SCORED CYLINDERS

CORRECTION: REMOVED FRONT BRACKET, ALTERNATOR BRACKET, OIL PAN, FUEL FILTER BASE, WATER PUMP, COOLANT FILTER BASE, FRONT AND REAR ENGINE MOUNT, FLYWHEEL, AIR COMPRESSOR, AIR INLET ELBOW, SEVERAL FITTINGS ALL FROM THE OLD ENGINE. CLEANED AND WASHED ALL PARTS, SAND BLASTED, PRIMED AND PAINTED ALL COMPONENTS AND REMOVED THE SAME FROM THE NEW ENGINE AND REPLACED WITH THE REFURBISHED COMPONENTS. ALL COMPONENTS TORQUED TO SPEC, INSTALLED NEW COOLANT LINES AND SEVERAL FITTINGS. ALL COMPONENTS WERE RESEALED WITH NEW O-RINGS AND GASKETS.

Service tech(s): Jaxson Riley Chestnut

PARTS

1	5353/PMP	DEXRON 3/ MERCON AUTOMATIC TRANS FLUID	5.93	5.93
1	1P0436	GASKET	1.74	1.74



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SD18354481	02/24/2026	GR-WO-18230062	01/20/2026	538-000	3 OF 6
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	
1	1S2563	PLUG	5.22	5.22	
1	6D1004	GASKET	2.35	2.35	
1	7W5340	GASKET	1.38	1.38	
2	8T0154	CLAMP	3.98	7.96	
2	8T4984	CLAMP	18.25	36.50	
1	10R5406	PUMP GP WTR	294.99	294.99	
1.00		Core charge	170.15	170.15	
1.00		Full core credit	-170.15	-170.15	
1	1321448	KIT-REPAIR	47.15	47.15	
1	1418650	TUBE AS	73.45	73.45	
2	1591503	CLAMP	11.13	22.26	
1	2222880	TIGHTENER	282.68	282.68	
1	2225915	GASKET	2.60	2.60	
1	5793313	GASKET	3.70	3.70	
1	P550901	FF/WS SPIN	27.75	27.75	
1	234609	59830 LOCTITE SI 598 BK 9612	13.57	13.57	
LABOR					
8.00	Regular hours	Shop	182.00	1,456.00	
		SEGMENT 3	TOTAL PARTS	829.23	
			TOTAL LABOR	1,456.00	
			SEGMENT TOTAL	2,285.23	

SEG. 4 / ADJUST / ENG ELECTRONIC CONT MOD

COMPLAINT: ENGINE RUNS POORLY

CAUSE: SCORED CYLINDER

CORRECTION: TOOK A DOWNLOAD FROM OLD ECM AND COPIED ALL CONFIGURATIONS FROM OLD ENGINE AND TRANSFERRED THEM TO THE NEW ECM

Service tech(s): Jaxson Riley Chestnut , Eric J Morren M264647

LABOR				
1.00	Regular hours	Shop	182.00	182.00
		SEGMENT 4	TOTAL LABOR	182.00



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SD18354481	02/24/2026	GR-WO-18230062	01/20/2026	538-000	4 OF 6
QUANTITY	ITEM	DESCRIPTION		UNIT PRICE	EXTENSION

SEGMENT TOTAL 182.00

SEG. 5 / ITEMS NOT INCLUDED / MISCELLANEOUS

MISC ADDITIONAL ITEMS

PARTS

1	33274/WAL	4" STAINLESS STEEL STEP BAND CLAMP	20.29	20.29
2	1A8651	CAPSCREW	5.64	11.28
2	2J3506	NUT	1.66	3.32
1	3J7354	SEAL O RING	1.19	1.19
1	5P3415	ADAPTER	27.23	27.23
5	5P7970	NUT-HEX	0.25	1.25
2	5P8247	WASHER	1.29	2.58
2	6K1330	BOLT	10.23	20.46
1	6V5050	SEAL-O RING	8.14	8.14
2	7X0448	NUT	1.36	2.72
5	9M1974	WASHER	0.37	1.85
1	0617538	O RING	4.28	4.28
4	0951386	CLAMP	2.36	9.44
1	1359819	SEAL	22.85	22.85
1	1463449	COUPLING-PER	10.51	10.51
1	1463449	COUPLING-PER	10.51	10.51
1	2001196	HOSE AS.	43.23	43.23
4	2006345	MOUNT-SWIVEL	6.65	26.60
5	2147568	SEAL-O RING	5.22	26.10
1	2166947	CLAMP T-BOLT	12.95	12.95
1	2178925	HOSE AS	66.03	66.03
1	4355142	FILTER-COOLA	19.67	19.67
42	4568511	HOSE BK	0.34	14.28
1	4589582	PAINT-PRIMER	15.16	15.16
1	4589584	PAINT-BLACK	15.16	15.16
131	5417082	HOSE BK	0.43	56.33
1	5900196	PAINT-YELLOW	15.16	15.16
4	FLX5526-038	3/8" Silicone Hose sold by foot	3.04	12.16
2	01-15047-002	SLEEVE	16.83	33.66
2	01-33243-001	Isolator	41.13	82.26
2	01-33244-000	Isolator	17.70	35.40



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SD18354481	02/24/2026	GR-WO-18230062	01/20/2026	538-000	5 OF 6
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	

1	05-21646-001	HOSE-CLNT,UPR,C7,LC	169.84	169.84	
1	05-32501-000	HOSE	106.80	106.80	
4	23-09114-004	WASHER	1.88	7.52	
2	23-09446-525	SCREW-CAP,HEX3/4-10X	13.76	27.52	
2	23-12955-100	BOLT	14.42	28.84	
2	23-12965-000	NUT	5.49	10.98	
2	23-13179-112	NUT	3.46	6.92	
6	LOR CB1120 3	ISOLATOR	6.76	40.56	
2	TLB 13371 45	Isolator-btm	12.65	25.30	
2	TLB 13371 55	ISOLATOR-BTM OR TOP	12.58	25.16	
1	CHE 379502	pressure switch	81.36	81.36	

MISCELLANEOUS

1	Freight - Vendor Inbound		10.68	10.68	
1	Freight - Vendor Inbound		0.00	0.00	
1	Freight - Vendor Inbound		16.98	16.98	
1	Hose labor		25.00	25.00	
1	Freight - Vendor Inbound		19.95	19.95	
1	Freight - Vendor Inbound		8.14	8.14	

SEGMENT 5	TOTAL PARTS			1,162.85
	TOTAL MISC. CHARGES			80.75
	TOTAL TAX EXEMPT MISC. CHARGES	80.75		
	SEGMENT TOTAL			1,243.60

SUBTOTAL BEFORE TAXES 35,737.09

Environmental charge 106.47
Michigan Non-tax Sales to Government and Non-profit Groups 0.00



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SD18354481	02/24/2026	GR-WO-18230062	01/20/2026	538-000	6 OF 6
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	

The terms and conditions found at www.macallister.com/serviceterms ("Service Terms") are incorporated herein by this reference and apply to the provision of Services by MacAllister (as defined in the Service Terms). Please read carefully. This agreement includes an indemnification clause, a jury waiver, warranty disclaimers, and limitations of liability. By approving the Work Order orally, in writing, or otherwise, accepting or using the Equipment after the Services are performed, or making payment(s) to MacAllister for or related to the Services, Customer agrees to be bound by the Service Terms, even if this form has not been fully executed.

PAYMENT TERMS

Full payment due 30 days from invoice date. A monthly Finance Charge of 1.00% (12% APR) will be added on all past due amounts.

For payment questions about this invoice please contact
James Wilson
Voice 3178032483
Email jameswilson@macallister.com

CREDIT AMOUNT	0.00
DO NOT PAY	
PAY THIS AMOUNT	35,843.56

CITY OF WYOMING BUDGET AMENDMENT

Date: March 16, 2026

Budget Amendment No. 021

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$45,149 of budgetary authority for the repair of two dump trucks.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Motor Pool Fund</u>				
Public Works - Equipment Operations - Repairs and Maintenance				
661-441-58200-930.000	\$ 295,000.00	\$ 45,149.00		\$ 340,149.00
Fund Balance/Working Capital (Fund 661)		<u>\$ -</u>	<u>\$ 45,149.00</u>	

Recommended: _____
Senior Accountant City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO ACCEPT CONTRACT AMENDMENTS FOR
THE PURCHASE OF BITUMINOUS PAVING MATERIALS

WHEREAS:

1. On April 7, 2025, City Council adopted Resolution #28367 awarding the bid for bituminous paving materials to Black Gold Transport and Rieth-Riley Construction Co.
2. As detailed in the attached staff report both companies have agreed to contract extensions through March 31, 2027.
3. It is recommended City Council accept Contract Amendment #1 with Black Gold Transport dba Black Gold Holdings.
4. It is recommended City Council accept Contract Amendment #1 with Rieth-Riley Construction Co.
5. It is estimated the City will spend approximately \$152,000 for the bituminous paving materials.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts Contract Amendment #1 with Black Gold Holdings.
2. City Council accepts Contract Amendment #1 with Reith-Riley Construction Co.
3. City Council authorizes the City Manager to sign Contract Amendment #1 with Black Gold Holdings.
4. City Council authorizes the City Manager to sign Contract Amendment #1 with Rieth-Riley Construction Co.
5. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHEMENTS:

Staff Report

Contract Amendments (2)

Resolution No. _____

STAFF REPORT

Date: March 2, 2026
Subject: Bid Extension for Bituminous Paving Materials
From: Jodie Theis, Public Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: March 16, 2026

RECOMMENDATION:

The Public Works Department recommends that the City Council extend the bid for bituminous paving materials to both Black Gold Transport and Rieth-Riley Construction Co., for the prices as shown in the attached contract amendments.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On April 7, 2025, the City awarded the bid for bituminous paving materials to Black Gold Transport and Rieth-Riley Construction Co. as referenced with Resolution #28367. Both Black Gold Transport and Rieth-Riley Construction Co. have agreed to a Contract Extension through March 31, 2027. The unit pricing shall remain unchanged.

The Public Works Department uses approximately 1,400 tons of asphalt top mix for an estimated yearly cost of \$89,000 and approximately 1,000 tons of asphalt base mix for an estimated yearly total cost of \$63,000.

BUDGET IMPACT:

Sufficient funds are available in the appropriate accounts.

Attachment(s):

Proposal Letters - Black Gold Transport and Rieth-Riley Construction Co.
Contract Amendments - Black Gold Transport and Rieth-Riley Construction Co.

CITY OF WYOMING

CONTRACT AMENDMENT #1

Black Gold Holdings

This Contract Amendment is to the Bituminous Paving Materials Project Contract made as of March 31, 2025 (Effective Date) between the City of Wyoming (City) and Black Gold Holdings. (Contractor)

RECITALS

- A. City wishes to add an additional year of services to the Bituminous Paving Materials Project Contract. (Added Services).
- B. Contractor submitted a proposal 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. Contractor will perform the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Contractor Services Contract remain in full effect.

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

City of Wyoming

By: _____
John Shay, City Manager


Date signed: _____, 2026

Approved as to form:



Gregory T. Stremers, City Attorney

Black Gold Holdings

By: 

[Signature officer, director or principal of Professional]
DAVID L. WILSON, CFO

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

Date signed: 2-27, 2026

EXHIBIT A
PROPOSAL



February 26th, 2026

City of Wyoming

Public Works Department

Wyoming, MI 49509

Attn: Jodie Theis

Re: Bituminous Hot Mix pricing

Black Gold Holdings, Inc. will extend our current prices to you for Bituminous Hot mix through March 31st, 2027.

The current Prices we are extending are:

36A Bituminous Top Mix \$63.00/ton

13A Bituminous Base mix \$63.00/ton

Sincerely,

A handwritten signature in blue ink, appearing to read "David L. Wilson", is written over the typed name.

David L. Wilson

Plant CFO

CITY OF
WYOMING

BITUMINOUS PAVING MATERIALS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Black Gold Holdings
(Name of supplying entity)
A MI CORP.
(State and type of entity, e.g., corporation, limited liability company, etc.)
4237 Dart Commerce Dr
(Supplier's street address)
Wayland, MI 49348
(Supplier's city, state & zip)

Effective Date means: 3-31, 2025

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

City of Wyoming

By: John Shay
John Shay, City Manager

Date signed: 4/8, 2025

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

Contractor: Black Gold Holdings Inc.

By: Austin Richardson
(Signature officer, director, or principal of Contractor)

Austin Richardson Plant Mgr
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 3-24, 2025

CITY OF WYOMING

CONTRACT AMENDMENT #1 Rieth-Riley Construction

This Contract Amendment is to the Bituminous Paving Materials Project Contract made as of March 27, 2025 (Effective Date) between the City of Wyoming (City) and Rieth-Riley Construction. (Contractor)

RECITALS

- A. City wishes to add an additional year of services to the Bituminous Paving Materials Project Contract. (Added Services).
- B. Contractor submitted a proposal 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. Contractor will perform the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Contractor Services Contract remain in full effect.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 2026

Approved as to form:



Gregory T. Stremers, City Attorney

Rieth-Riley Construction

By: Ryan Craven
[Signature officer, director or principal of Professional]
Ryan Craven, Area Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: Feb 27th, 2026

EXHIBIT A
PROPOSAL

RIETH-RILEY CONSTRUCTION Co., INC.

100% Quality • 100% Employee Owned • Over 100 Years

February 17, 2026

City of Wyoming

2026 FOB Pricing

Jodie,

Rieth Riley would like to extend our pricing to March 2027. Please see pricing below

TIER 2 COMMERCIAL MIXES:

HMA, 36A Top Mix PG 64-22 \$68.00

HMA, 13A Base Mix PG 64-22 \$65.00

Please contact Rick Willison for all ordering rwillison@rieth-riley.com (616) 248-0920

Thank You,

Ryan Craven

Ryan Craven, Area Manger
Rieth-Riley Construction Co.



CITY OF
WYOMING

BITUMINOUS PAVING MATERIALS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

_____ Rieth-Riley Construction
A _____
[Name of supplying entity]
Corporation
_____ [State and type of entity, e.g., corporation, limited liability company, etc.]
2100 Chicago Dr SW
_____ [Supplier's street address]
Wyoming, MI 49519
_____ [Supplier's city, state & zip]

Effective Date means: March 27, 2025

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

City of Wyoming

By: John Shay
John Shay, City Manager

Date signed: 4/8, 2025

Approved as to form: Heather Chapman

Heather Chapman, Deputy City Attorney

Contractor: RIETH-RILEY CONSTRUCTION

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

Kirk Breukink, Area Manager

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

Date signed: 3/25, 2025

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A CONTRACT AMENDMENT FOR
THE PURCHASE OF READY MIX CONCRETE

WHEREAS:

1. On April 7, 2025, City Council adopted Resolution #28367 awarding the bid for ready mix concrete to Consumers Concrete Corporation.
2. As detailed in the attached staff report, Consumers Concrete Corporation has agreed to a contract extension through December 31, 2027.
3. It is recommended City Council accept Contract Amendment #1 with Consumers Concrete Corporation.
4. It is estimated the City will spend approximately \$35,000 per year for ready mix concrete.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts Contract Amendment #1 with Consumers Concrete Corporation.
2. City Council authorizes the City Manager to sign Contract Amendment #1.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Amendment

Resolution No. _____

STAFF REPORT

Date: March 2, 2026
Subject: Bid Extension for Ready Mix Concrete
From: Jodie Theis, Public Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: March 16, 2026

RECOMMENDATION:

The Public Works Department recommends that the City Council extend the bid for Ready Mix Concrete to Consumers Concrete Corporation, for the prices as shown in the attached contract amendment.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On April 7, 2025, the City awarded the bid for ready mix concrete to Consumers Concrete Corporation as referenced with Resolution #28367. Consumers Concrete agreed to a Contract Extension through December 31, 2027. The unit pricing shall remain unchanged until the end of the 2026 calendar year. Starting January 1, 2027 there will be a price increase of \$4.00 per yard which is a 2% increase in cost.

The Public Works Department is anticipating a yearly cost of \$35,000 for Ready Mix Concrete.

BUDGET IMPACT:

Sufficient funds are available in the appropriate accounts.

Attachment(s):
Proposal Letter – Consumers Concrete
Contract Amendment – Consumers Concrete

CITY OF WYOMING

CONTRACT AMENDMENT #1 Consumers Concrete Corporation

This Contract Amendment is to the Ready Mix Concrete Project Contract (Exhibit B) as of March 25, 2025 (Effective Date) between the City of Wyoming (City) and Consumers Concrete Corporation. (Contractor)

RECITALS

- A. City wishes to add two additional years of services to the Ready Mix Concrete Project Contract. (Added Services).
- B. Contractor submitted a proposal 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. Contractor will perform the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Contractor Services Contract remain in full effect.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 2026

Approved as to form:



Gregory T. Stremers, City Attorney

Consumers Concrete Corporation

By: Brennan R Heidema

[Signature officer, director or principal of Professional]
Brennan Heidema

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

Date signed: March 03, 2026

EXHIBIT A
PROPOSAL



Consumers Concrete Corporation
3506 Lovers Lane
Kalamazoo MI, 49001

02/26/2026

Hello Jodie,

Greg Bytwork let me know that you requested I send you a pricing notice on our official letterhead, so that is the reason for me writing you today.

After our internal discussions, we have agreed that we would honor the concrete pricing we provided you in 2025 for the entire 2026 calendar year. At the end of the 2026 calendar year, there will be a \$4/yard price escalator that would go into effect on 1/1/2027, and that pricing would be honored through 12/31/2027.

If there is anything else you need from us at this time, please do not hesitate to reach out to Greg or myself, and we would be happy to help.

Thank you,

Brennan Heidema

Ready Mix Sales Manager
Consumers Concrete Corporation
brheidema@consumersconcrete.com
(269) 569-4843



EXHIBIT B
CONTRACT

CITY OF
WYOMING

READY MIX CONCRETE PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Consumers Concrete
(Name of supplying entity)
A Michigan Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
3506 Coopers Lane
(Supplier's street address)
Kalamazoo, MI 49001
(Supplier's city, state & zip)

Effective Date means: 3/25, 2025.

"Items" means the parts, equipment, or other Items the City is purchasing from the Supplier as Itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

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

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

City of Wyoming

By: John Shay
John Shay, City Manager

Date signed: 4/8, 2025

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

Contractor: Consumers Concrete Corporation

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

Date signed: 3/24, 2025

REQUEST FOR BIDS/PROPOSALS

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

READY MIX CONCRETE

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, March 25, 2025, 11:00 a.m., local time

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

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

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for Ready Mix Concrete."

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

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

BID/PROPOSAL REQUIREMENTS

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

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

If it is an annual contract, pricing must be good for 1 year after the date the contract is approved and signed by City. If the contract term is longer than 1 year, the pricing must be good for the entire contract term. IF ANNUAL OR MORE FREQUENT PRICE ADJUSTMENTS ARE PROPOSED, THEY MUST BE INCLUDED IN THE BID/PROPOSAL.

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

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

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

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
 - A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
 - B. Businesses must also provide the state in which they were organized, e.g., Michigan, Delaware, etc. and the type of entity, e.g., corporation, partnership, limited liability company, limited partnership, or other business form.
 - C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, City may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
 - A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.
 - B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
 - A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
 - B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories, or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.
 - C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If professional or other services are to be

provided on an hourly basis, the hourly rate(s) should be specified, and billing must be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that must be stated.

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

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

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

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

CITY'S RESERVATION OF RIGHTS

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

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/contractor to comply with the specifications.
2. Reject any or all bids.
3. Waive any irregularities, nonconformities, or technicalities of any bid.
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices.
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Inquire of others about any bidder/proponent, identified subcontractor(s) or consultant(s), and their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in City's best interests.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

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

CONSIDERATION FACTORS

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

1. **Legal Compliance.** Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. **Permits and Inspections.** Unless the plans and specifications or the submitted bid/proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.
 - A. If some or all of the funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:
 1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision Number MI20240088 dated 01/19/2024, <https://sam.gov/wage-determination/MI20240088/1>. It is updated 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-11/part-200>.
 3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).
 - B. If the Request for Bids/Proposals indicates they are applicable, Contractor shall fully comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.
4. Qualifications. Contractor represents and promises that:
 - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.
 - B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.
 - C. If the contract is for a HUD Community Development Block Grant (**CDBG**) or other federal and/or state funded project, neither Contractor nor any of its subcontractors on the HUD listing of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - D. Neither Contractor nor any of its subcontractors is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. Nondiscrimination and Respect. City is committed to equity, 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, 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. Contractor 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 Contractor will engage with others on City's behalf, Contractor must (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), Contractor must use language assistance services in communications.
 - C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - D. 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.
 - E. Contractor 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 that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
- A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.
 - B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.
 - C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
8. Payment to Contractor.
- A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
 - C. Payment disputes will be resolved as provided in the contract. Unless other provisions apply, City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.
10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:

- A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.
 - C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for any items provided or installed under the contract, and ensure all related warranties are held by or assigned to City.
 - E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules and regulations applicable to such disposal. Contractor will retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.
12. Access to Work. City personnel, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department.
- A. Invoices must be separated to show the amount added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
14. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
- A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.
 - B. This contract will be binding on Contractor's successors and permitted assigns.
 - C. No other individuals or entities are intended to be beneficiaries of this contract.
16. Independent Contractor. Contractor and Contractor's subcontractors and consultants are wholly independent of City. None of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions, and statements of Contractor's personnel and the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided

Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.

17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
- A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonable determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.
 - B. Before filing any lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
 - C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.
 - D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. All parties agree to this jurisdiction and venue.
 - E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
 - F. Discrepancies in Plans and Specifications
 - 1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids/Proposals document, who will correct such discrepancies, errors, or omissions in writing.
 - 2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - Contract
 - Bid Proposal on City's Form - without any additions or changes
 - Technical Bid Specifications
 - Instructions to Bidders
 - General Bid Information
 - Drawings
 - City of Wyoming Standard Specifications for Construction\Prequalification Documents
<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>.
 - 3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.
18. General Terms.
- A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing.
 - B. The captions are for reference and will not affect the interpretation of these terms and conditions.
 - C. The contract is made in Kent County, Michigan.
 - D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
 - E. Reference by office to any City officer includes that City officer's designee(s).

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of 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.

1. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include 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.
AUTOMOBILE LIABILITY INSURANCE	
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.
WORKERS’ COMPENSATION/ EMPLOYERS’ LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials.. Amount required \$0.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase “tail” coverage, for a minimum of 3 years after the termination of this contract. 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 – 28th Street SW, Wyoming, MI 49509-0905.” Upon the City’s request, Contractor will provide to the City’s Purchasing Department copies of all certificates of insurance, policies, and endorsements.
- C. Upon the City’s request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor’s policy.

- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.

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

2. Payment Bond.

- A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond.

- A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

- 4. No Liens. Under Michigan law, construction liens cannot be placed on public projects or property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If a subcontractor, supplier, or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take all steps needed to secure the lien's release and must indemnify City for any costs City incurs to secure release of the lien.

SPECIFIC REQUIREMENTS

1. By submitting a "Bid Proposal," bidder certifies that the materials furnished under this bid will meet the specifications as stated in the "Specific Requirements" and "Bid Proposal" section of this bid document. Materials which are found to not meet said specifications shall promptly be removed and replaced by the successful bidder at his own expense upon request by the City.
2. Bid will be awarded within 90 days of bid opening date. Orders will be placed against the contract by the City on an as needed basis. All bid prices submitted are to be firm for orders placed within one year from date of award of bid.
3. The estimated annual quantities to be purchased as shown in the "Bid Proposal" section of this bid document represent the best estimates available at this time; however, the City reserves the right to purchase more or less than the estimated quantities shown.
4. Bidders are required to submit bid prices for items where zero estimated quantities may be shown, as well as for those items with positive estimated quantities, as the City's needs may change during the bid period.

Ready Mixed Concrete Specifications

1. All concrete bid shall meet the City of Wyoming Standards Specifications for Construction, Division 7, Sections 7.01 – 7.04.04
 - A. <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>
2. The City will perform periodic tests on the concrete.
3. Orders for ready mixed concrete shall be placed against the contract purchase order by the City on an "as needed" basis.
4. Delivery
 - A. Whenever possible, the City will give at least a 24-hour, advanced notice of a concrete order, stating the date, time, quantity, mix design and location for delivery.
 - B. For orders placed at least 24 hours in advanced, the supplier shall be required to deliver the order within one hour of the scheduled pour. Failure to do so will result in the City penalizing the supplier at the rate of \$300.00 per hour, including the first hour of the missed scheduled time.

BID/PROPOSAL FORM

Bid/Proposal for Ready Mix Concrete

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

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

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

If yes, DUNS #:

381 282 031 TAXID#

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

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

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

Is the bidder a:

YES

NO

Woman Owned Company?

Minority Owned Company?

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

BID/PROPOSAL FORM, CONTINUED

All bid prices submitted are to be firm for orders placed within one year from date of award of bid.

State bid price as per the specifications included herein:

Item Description	Unit Price F.O.B. to Any Job Site Within the City of Wyoming	
6.0 Sack, A/E Concrete	157.00	Per Cu. Yd.
6.0 Sack, 100% Limestone Aggregate, MDOT P1, 3,500 PSI Mix Concrete	159.00	Per Cu. Yd.
9.0 Sack, Hi-Early Strength Concrete	188.50	Per Cu. Yd.

ADDITIONAL CHARGES:

1% Calcium Chloride 3.00 per cu. yd.

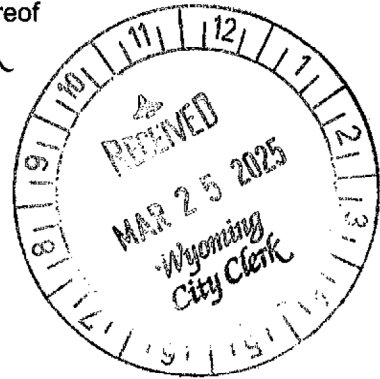
Deliveries under 4-5.75 cu. yds. are \$ 100 per delivery 2-3.75 150.00/delivery, 2 or less 200/delivery

Unloading time in excess of one hour \$ 150.00 per hour, or fraction thereof

Truck batched after 4:00 p.m. \$ 100 per truck after 5 PM

Fuel or Delivery Surcharge \$ 12.50/load

Concrete Retarder \$ 3.00 per cu. yd. of concrete



CONTACTS:

Ordering/Scheduling Contact:

Name: Aaron Shook Title: Dispatcher

Email: ajshook@consumersconcrete.com Phone: 606.827-0804

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

Consumers Concrete Corporation

BID/PROPOSAL FORM, CONTINUED

Consumers Concrete Corp.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[Signature for proponent]

[2nd signature for proponent]

[2nd signature for proponent]

Greg Bytwork

[Printed name and title of person signing]

Rob Ralston

[Printed name and title of 2nd person signing]

Date signed: 3/24/25

9255 Kraft Ave

[Proponent's street address]

[Proponent's business phone]

Caledonia MI 49316

[City]

[State]

[Zip]

269.760.3805

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

gt bytwork@consumersconcrete.com

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

NW Acct. Manager for Consumers Concrete

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



Quotation: MQ0027212_

Date: Mar 07, 2025

PO Box 2229 Kalamazoo , MI 49003	Greg Bytwork gtbytwork@consumersconcrete.com
Customer: CITY OF WYOMING	
Address: PO BOX 905 WYOMING, MI 49509	
Project: Wyoming Ready Mix Concrete 1155 28th Street Southwest Wyoming, MI 49509	
Contact: John .	Phone:
Mobile:	Fax:
Email:	

Consumers Concrete as Seller is pleased to sell and deliver to you as Purchaser the total requirements of Ready Mixed Concrete for the project referred to above at the following prices. Prices are subject to verification that job specifications are consistent with our regular approved mixes for classes indicated below:

DUE TO FEDERAL HOURS OF SERVICE REGULATIONS AND FOR THE SAFETY OF OUR DRIVERS, YOUR WORK CREWS AND THE GENERAL PUBLIC, CONSUMERS CONCRETE MUST RESTRICT POUR TIMES TO START NO EARLIER THAN 2AM AND CONCLUDE NO LATER THAN 8PM, MONDAY THROUGH FRIDAY.

PRODUCTS

6.0 Sack L/S AE	4"Slump 1'LS/AE	Exterior	\$157.00	CUBIC YARD
9.0 sack Limestone A/E	4"Slump 1'LS/AE	Exterior Concrete	\$188.50	CUBIC YARD
Grade 3500	4"Slump 1'LS/AE	Paving	\$159.00	CUBIC YARD

SURCHARGES

2ND Stop Drop Charge	\$50.00	EACH
Calcium Chloride @ Ea. 1%	\$3.00	CUBIC YARD
Chilled Water	\$10.00	CUBIC YARD
Demurrage Charge (45 min. allowed)	\$150.00	HOUR
Environmental Surcharge	\$0.00	CUBIC YARD
Fuel Surcharge per CCC Fuel Chart, Currently	\$12.50	LOAD
Heated Concrete (December through March)	\$13.00	CUBIC YARD
Heated Concrete (October 15 - November and April)	\$6.50	CUBIC YARD
High Range Water Reducer	\$6.50	CUBIC YARD
Midrange Water Reducer	\$5.00	CUBIC YARD
Night Casting Plant Charge	\$1,250.00	EACH
Non-Chloride Accelerator @ Ea. 1%	\$6.00	CUBIC YARD
Saturday Order Charge (Apr. 1 - Nov. 14) NO DELIVERIES AFTER 11:00 AM	\$500.00	EACH
Saturday Per Load Charge	\$100.00	LOAD
Seasonal Weight Restricted Loads	\$60.00	LOAD
Small Load Charge (2.0 - 3.75 cuyd)	\$150.00	LOAD
Small Load Charge (4.0 - 5.75 cuyd)	\$100.00	LOAD
Small Load Charge (Less Than 2.0 CUYD)	\$200.00	LOAD
Sunday/Holiday Order Charge	\$1,250.00	EACH
Sunday/Holiday Per Load Charge	\$250.00	LOAD

Prices are net, due the 20th of the month following purchase and are subject to all applicable state and local sales taxes.

The terms and conditions of this proposal are only those expressly written and appearing herein and in the 'General Terms and Conditions of Sale' stated on the reverse side hereof. There are no oral conditions or terms in connection with this proposal or with any contract or agreement resulting therefrom and therefore, no modification, amendments or change will be recognized, acknowledged or will be in any way effective or binding in connection therewith unless stated in writing and duly signed and approved by authorized representative of Consumers Concrete.

This proposal shall become void if not accepted within thirty (30) days of the proposal date stated above. Acceptance shall be through purchase order, sales agreement, or authorization to submit mix designs for approval.

Prices Firm Until Dec 31, 2025

Notes: Please note fuel surcharge and pricing good through 2025.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A CONTRACT AMENDMENT
FOR THE PURCHASE OF TOPSOIL

WHEREAS:

1. As detailed in the attached staff report on February 19, 2024, City Council adopted Resolution #27973 awarding the bid for topsoil to Bultsma Construction Co. dba Dave Bultsma & Associates, Inc.
2. Bultsma Construction Co. dba Dave Bultsma & Associates has agreed to a contract extension through March 31, 2027.
3. It is recommended City Council accept Contract Amendment #2
4. It is estimated the City will spend approximately \$15,000 per year for the purchase of topsoil.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts Contract Amendment #2 with Bultsma Construction Co. dba Dave Bultsma & Associates, Inc.
2. City Council authorizes the City Manager to sign Contract Amendment #2.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Amendment

Resolution No. _____

STAFF REPORT

Date: March 2, 2026
Subject: Bid Extension for Topsoil
From: Jodie Theis, Public Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: March 16, 2026

RECOMMENDATION:

The Public Works Department recommends that the City Council extend the bid for topsoil to Bultsma Construction Co. at a unit price of \$12.50 per ton of screened topsoil.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On February 19, 2024, the City Council awarded the bid for Topsoil to Bultsma Construction Co. as referenced with Resolution #27973. The bid was extended through February 28, 2026. Bultsma Construction Co. has agreed to another Contract Extension through March 31, 2027. The unit pricing shall remain unchanged.

The Public Works Department uses approximately 1,200 tons of screened topsoil each year. The unit price of screened topsoil will be \$12.50 per ton, for an estimated yearly total cost of approximately \$15,000. The material is delivered to the Public Works Department, where a stockpile of topsoil is maintained.

BUDGET IMPACT:

Sufficient funds are available in the appropriate accounts.

Attachment(s):
Proposal Letter – Bultsma Construction Co.
Contract Amendment #2 – Bultsma Construction Co.

Bultsma Construction Co.

10615 Burlingame SW ~ Byron Center, MI 49315
Phone 616-878-3603 ~ Fax 616-878-0204

February 18, 2026
City of Wyoming
Public Works Department
Wyoming, MI 49509

Attn : Jodie Theis
Public Services Supervisor

This letter is to inform the City of Wyoming that Bultsma Construction will extend our current prices for Screened Topsoil through March 31, 2027.

The current unit price that we will extend for **Screened Topsoil is \$12.50 per ton.**

We appreciate your business and the opportunity to continue doing business with the City of Wyoming.

Any questions please feel free to reach out.
Thank you,

Justin Bultsma
Vice President
(616) 813-1013

CITY OF WYOMING

CONTRACT AMENDMENT #2 Dave Bultsma & Associates, Inc.

This Contract Amendment is to the Topsoil Project Contract (Exhibit B) made as of February 20, 2024 (Effective Date) between the City of Wyoming (City) and Dave Bultsma & Associates, Inc. d/b/a Bultsma Construction Co. (Contractor)

RECITALS

- A. City wishes to add an additional year of services to the Topsoil Project Contract. (Added Services).
- B. Contractor submitted a proposal 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. Contractor will perform the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Contractor Services Contract remain in full effect.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 2026

Approved as to form:



Gregory T. Stremers, City Attorney

Dave Bultsma & Associates, Inc.

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

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

Date signed: _____, 2026

EXHIBIT A
PROPOSAL

Bultsma Construction Co.

10615 Burlingame SW ~ Byron Center, MI 49315
Phone 616-878-3603 ~ Fax 616-878-0204

February 18, 2026
City of Wyoming
Public Works Department
Wyoming, MI 49509

Attn : Jodie Theis
Public Services Supervisor

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We appreciate your business and the opportunity to continue doing business with the City of Wyoming.

Any questions please feel free to reach out.
Thank you,

Justin Bultsma
Vice President
(616) 813-1013

EXHIBIT B
CONTRACT

CITY OF
Wyoming
MICHIGAN

TOPSOIL PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Dave Bultsma & Associates
(Name of supplying entity)
A Corporation - Michigan
(State and type of entity, e.g., corporation, limited liability company, etc.)
10615 Burlingame Ave
(Supplier's street address)
Byron Center, MI 49315
(Supplier's city, state & zip)

Effective Date means: Feb. 20, 2024

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

City of Wyoming

By: [Signature]
For Kent Vanderwood, Mayor

By: [Signature]
Kelli A. VanderBerg, City Clerk

Date signed: February 19, 2024

Approved as to form: [Signature]

Contractor: Bultsma construction

By: [Signature]
(Signature officer, director, or principal of Contractor)
Austin Bultsma - vice president
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: JAN 30, 2024

REQUEST FOR BIDS/PROPOSALS

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

TOPSOIL

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, January 30, 2024, 11:00 a.m., local time

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

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

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

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

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

BID/PROPOSAL REQUIREMENTS

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

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

If it is an annual contract, pricing must be good for 1 year after the date the contract is approved and signed by City. If the contract term is longer than 1 year, the pricing must be good for the entire contract term. IF ANNUAL OR MORE FREQUENT PRICE ADJUSTMENTS ARE PROPOSED, THEY MUST BE INCLUDED IN THE BID/PROPOSAL.

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

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

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

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
 - A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
 - B. Businesses must also provide the state in which they were organized, e.g., Michigan, Delaware, etc. and the type of entity, e.g., corporation, partnership, limited liability company, limited partnership, or other business form.
 - C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, City may seek verification of that authority.

8. Include any bid bond or other security required by the specifications.
 - A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.
 - B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
 - A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
 - B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories, or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.
 - C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified, and billing must be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that must be stated.
 - D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation must be clearly stated.
 - E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups, must be clearly listed.
 - F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.
 - G. Bid prices for equipment, goods or other items must include all delivery charges.
10. If required by the specifications, include:
 - A. The manufacturer and/or model number(s) of specified equipment.
 - B. The warranties or guarantees provided for any work, equipment, and other items.
 - C. The number of calendar days required for delivery of any equipment, goods, or other items.
11. Include a proposed schedule for beginning and completing all Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time must be provided as stated in 10.C above.
12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.
13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.
14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.
15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:
 - A. The name(s) of the proponent's client(s) or customer(s),
 - B. A description of the work performed,
 - C. A description of the overall project,
 - D. The date(s) the proponent performed the work, and

- E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.
- 16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.
- 17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

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

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

CITY'S RESERVATION OF RIGHTS

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

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/contractor to comply with the specifications.
2. Reject any or all bids.
3. Waive any irregularities, nonconformities, or technicalities of any bid.
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices.
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Inquire of others about any bidder/proponent, identified subcontractor(s) or consultant(s), and their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in City's best interests.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

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

CONSIDERATION FACTORS

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

1. Legal Compliance. Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. Permits and Inspections. Unless the plans and specifications or the submitted bid/proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.
 - A. If some or all of the funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:
 1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023, that is General Decision Number MI20230088 dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>. It is updated 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 Request for Bids/Proposals indicates they are applicable, Contractor shall fully comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example and not for limitation, all employment, recordkeeping, purchasing, sourcing, and other compliance.
4. Qualifications. Contractor represents and promises that:
 - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.
 - B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen

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

- C. If the contract is for a HUD Community Development Block Grant (**CDBG**) or other federal and/or state funded project, neither Contractor nor any of its subcontractors on the HUD listing of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - D. Neither Contractor nor any of its subcontractors is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. Nondiscrimination and Respect. City is committed to equity, 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, 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. Contractor 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 Contractor will engage with others on City's behalf, Contractor must (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), Contractor must use language assistance services in communications.
 - C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - D. 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.
 - E. Contractor 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 that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
- A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.
 - B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.
 - C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.
- A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
 - C. Payment disputes will be resolved as provided in the contract. Unless other provisions apply, City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.
10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:
- A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.
 - C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for any items provided or installed under the contract, and ensure all related warranties are held by or assigned to City.
 - E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules and regulations applicable to such disposal. Contractor will retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.
12. Access to Work. City personnel, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department.
- A. Invoices must be separated to show the amount added for taxes of any kind if applicable.

- B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
14. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
- A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.
 - B. This contract will be binding on Contractor's successors and permitted assigns.
 - C. No other individuals or entities are intended to be beneficiaries of this contract.
16. Independent Contractor. Contractor and Contractor's subcontractors and consultants are wholly independent of City. None of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions, and statements of Contractor's personnel and the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
- A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonable determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.
 - B. Before filing any lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
 - C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.
 - D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. All parties agree to this jurisdiction and venue.
 - E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
 - F. Discrepancies in Plans and Specifications
 - 1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids/Proposals document, who will correct such discrepancies, errors, or omissions in writing.
 - 2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - Contract
 - Bid Proposal on City's Form - without any additions or changes

- Technical Bid Specifications
- Instructions to Bidders
- General Bid Information
- Drawings
- City of Wyoming Standard Specifications for Construction\Prequalification Documents
<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>.

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

18. General Terms.

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

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of 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
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include 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.
AUTOMOBILE LIABILITY INSURANCE	
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.
WORKERS’ COMPENSATION/ EMPLOYERS’ LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if 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 – 28th Street SW, Wyoming, MI 49509-0905.” Upon the City’s request, Contractor will provide to the City’s Purchasing Department copies of all certificates of insurance, policies, and endorsements.

- C. Upon the City's request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor's policy.
- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.

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

2. Payment Bond.

- A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond.

- A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

4. No Liens.

- A. 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

1. By submitting a "Bid Proposal," bidder certifies that the materials furnished under this bid will meet the specifications as stated in the "Specific Requirements" and "Bid Proposal" section of this bid document. Materials which are found to not meet said specifications shall promptly be removed and replaced by the successful bidder at his own expense upon request by the City.
2. Bid will be awarded within 90 days of bid opening date. Orders will be placed against the contract by the City on an as needed basis. All bid prices submitted are to be firm for orders placed within one year from date of award of bid.
3. The estimated annual quantities to be purchased as shown in the "Bid Proposal" section of this bid document represent the best estimates available at this time; however, the City reserves the right to purchase more or less than the estimated quantities shown.
4. Bidders are required to submit bid prices for items where zero estimated quantities may be shown, as well as for those items with positive estimated quantities, as the City's needs may change during the bid period.

Topsoil Specifications

1. It is the City's intent to maintain stockpiles of the topsoil at its Public Service Building. However, topsoil may also be requested to be delivered to various park sites located within the City of Wyoming.
 - A. The soil shall be of natural loam topsoil and shall be of uniform quality, free from hard clods, stones, roots and other undesirable materials.
 - B. The soil shall contain not less than three percent (3%) organic matter.
 - C. The acidity range shall be between pH 5.0 and pH 8.0. The City shall conduct all necessary tests from the stockpile prior to authorizing delivery.
2. Orders for topsoil shall be placed against the contract purchase order by the City on an "as needed" basis throughout the coming year.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Plumbing Supplies	ETNA Supply	Bid prices as shown on the attached tabulation sheet.
Fertilizer	Advanced Turf Solutions	Bid prices as shown on the attached staff report.
Shredded Bark and Wood Chips	Brink Wood Products, Inc. and Superior Groundcover, Inc.	Bid prices as shown in the attached staff report.

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

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

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Tabulation Sheet
Contracts

Resolution No. _____

STAFF REPORT

Date: February 24, 2026
Subject: Plumbing Supplies
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Aaron Vis, Director of Public Works
Meeting Date: March 16, 2026

RECOMMENDATION:

It is recommended that the City Council award the bid for as-needed plumbing supplies for the Drinking Water Plant and Wastewater Treatment Plant to ETNA Supply.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant and Wastewater Treatment Plant require a significant amount of consumable plumbing and pipe supplies to perform in-house pump replacements, repair leaks, and replace common items such as pipes, valves, and fittings. Installing new plumbing parts is a critical component of maintaining reliable operations at both utility plants.

To meet these needs, the City solicited bids for plumbing supplies, which included a list of more than 60 commonly used parts and materials. On Tuesday, February 17, 2026, bids were received from ETNA Supply and Ferguson Waterworks. The aggregate totals are shown in the following tabulation.

Upon review, ETNA Supply submitted the lowest aggregate cost and agreed to hold most pricing for one year. With locations in both Wyoming and Holland, ETNA Supply offers convenient access for efficient repairs and ensures parts availability for emergency purchases.

Therefore, it is recommended that the City Council award the bid to ETNA Supply for the purchase of as-needed plumbing supplies.

TABULATION:

Bidder Name	Aggregate Bid Amount
ETNA Supply	\$18,597.55
Ferguson Waterworks	\$19,722.07

BUDGET IMPACT:

Annual expenditures for plumbing supplies are estimated at approximately \$60,000 for the utility plants. Adequate funds are available and have been budgeted across various Drinking Water Plant and Wastewater Treatment Plant accounts, including:

- 591-537-55300-775.000
- 591-537-55900-775.000
- 591-537-55800-775.000
- 591-537-56100-775.000
- 590-536-54300-775.000
- 590-536-54800-775.000
- 590-536-54801-775.000

CITY OF WYOMING

TABULATION OF BIDS
FOR PLUMBING SUPPLIES - BID # 2322

OPENED BY THE CITY CLERK ON FEBRUARY 17, 2026 AT 11:00 A.M. O'CLOCK

BIDDER:			Ferguson Enterprises LLC DBA Ferguson Waterworks			Etna Supply		
ITEM DESCRIPTION	QUANTITY		FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL	FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL
CPVC SCHEDULE 80								
1/2"	100	Feet	No	\$ 1.16	\$ 116.05	Yes	\$ 1.19	\$ 119.00
3/4"	100	Feet	No	\$ 1.58	\$ 158.21	Yes	\$ 1.63	\$ 163.00
1"	100	Feet	No	\$ 2.33	\$ 232.65	Yes	\$ 2.31	\$ 231.00
2"	50	Feet	No	\$ 5.43	\$ 271.50	Yes	\$ 5.33	\$ 266.50
3"	50	Feet	No	\$ 10.20	\$ 510.00	Yes	\$ 10.90	\$ 545.00
1" COUPLING	10		No	\$ 3.15	\$ 31.50	Yes	\$ 3.20	\$ 32.00
1" 90 ELBOW	10		No	\$ 3.22	\$ 32.20	Yes	\$ 3.30	\$ 33.00
1" UNION	10		No	\$ 8.91	\$ 89.10	Yes	\$ 9.00	\$ 90.00
1" TEE	10		No	\$ 4.66	\$ 46.60	Yes	\$ 4.70	\$ 47.00
1" BALL VALVE TRUE UNION	5		No	\$ 66.04	\$ 330.20	Yes	\$ 50.35	\$ 251.75
2" BALL VALVE TRUE UNION	5		No	\$ 163.32	\$ 816.60	Yes	\$ 113.10	\$ 565.50
Y STRAINER 1"	2		No	\$ 53.62	\$ 107.24	Yes	\$ 352.80	\$ 705.60
Y STRAINER 2"	2		No	\$ 181.00	\$ 362.00	Yes	\$ 778.90	\$ 1,557.80
WELD-ON 724 SOLVENT CEMENT	2		No	\$ 44.59	\$ 89.18	Yes	\$ 42.00	\$ 84.00
WELD-ON P-70 PRIMER	2		No	\$ 34.49	\$ 68.98	Yes	\$ 8.95	\$ 17.90
CPVC TRUE UNION DIAPHRAGM VALVE								
3/4"	2		No	\$ 306.27	\$ 612.54	Yes	\$ 296.25	\$ 592.50
1"	2		No	\$ 353.47	\$ 706.94	Yes	\$ 341.90	\$ 683.80
2"	2		No	\$ 582.24	\$ 1,164.48	Yes	\$ 416.50	\$ 833.00
PVC SCHEDULE 80								
3/4"	50	Feet	No	\$ 0.66	\$ 33.00	Yes	\$ 0.68	\$ 34.00
1"	50	Feet	No	\$ 0.97	\$ 48.50	Yes	\$ 1.01	\$ 50.50
2"	50	Feet	No	\$ 2.15	\$ 107.50	Yes	\$ 2.24	\$ 112.00
2" COUPLING	10		No	\$ 4.70	\$ 47.00	Yes	\$ 4.15	\$ 41.50

BIDDER:			Ferguson Enterprises LLC DBA Ferguson Waterworks			Etna Supply		
ITEM DESCRIPTION	QUANTITY		FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL	FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL
2" 90 ELBOW	10		No	\$ 3.89	\$ 38.90	Yes	\$ 3.35	\$ 33.50
2" TEE	10		No	\$ 14.08	\$ 140.80	Yes	\$ 11.90	\$ 119.00
PVC TRUE UNION BALL VALVE								
3/4"	5		No	\$ 19.72	\$ 98.60	Yes	\$ 32.00	\$ 160.00
1"	5		No	\$ 27.00	\$ 135.00	Yes	\$ 38.15	\$ 190.75
2"	5		No	\$ 73.25	\$ 366.25	Yes	\$ 83.85	\$ 419.25
STAINLESS BALL VALVE								
3/8"	5		No	\$ 31.72	\$ 158.60	Yes	\$ 28.20	\$ 141.00
1/2"	5		No	\$ 40.25	\$ 201.25	Yes	\$ 21.75	\$ 108.75
3/4"	5		No	\$ 37.50	\$ 187.50	Yes	\$ 30.10	\$ 150.50
1"	5		No	\$ 51.79	\$ 258.95	Yes	\$ 43.25	\$ 216.25
2"	5		No	\$ 178.00	\$ 890.00	Yes	\$ 112.90	\$ 564.50
COPPER TUBING								
1/2"	50	Feet	No	\$ 5.79	\$ 289.50	No	\$ 2.77	\$ 138.50
3/4"	50	Feet	No	\$ 10.29	\$ 514.50	No	\$ 4.53	\$ 226.50
1"	50	Feet	No	\$ 13.64	\$ 682.00	No	\$ 6.66	\$ 333.00
GALVANIZED STEEL NIPPLE								
2" X 2"	5		No	\$ 10.00	\$ 50.00	Yes	\$ 1.65	\$ 8.25
1" X 4"	5		No	\$ 7.00	\$ 35.00	Yes	\$ 1.55	\$ 7.75
1/2" X 6"	5		No	\$ 5.70	\$ 28.50	Yes	\$ 1.25	\$ 6.25
LEAD FREE BRASS BALL VALVE								
1/2" PRESS	10		No	\$ 14.18	\$ 141.80	Yes	\$ 16.70	\$ 167.00
3/4" PRESS	10		No	\$ 20.65	\$ 206.50	Yes	\$ 21.45	\$ 214.50
1" PRESS	10		No	\$ 29.84	\$ 298.40	Yes	\$ 28.85	\$ 288.50
1/2" THREADED	10		No	\$ 9.40	\$ 94.00	Yes	\$ 6.85	\$ 68.50
3/4" THREADED	10		No	\$ 14.33	\$ 143.30	Yes	\$ 10.95	\$ 109.50
1" THREADED	10		No	\$ 20.78	\$ 207.80	Yes	\$ 16.45	\$ 164.50
1/2" SWEAT	10		No	\$ 9.27	\$ 92.70	Yes	\$ 6.35	\$ 63.50
3/4" SWEAT	10		No	\$ 14.22	\$ 142.20	Yes	\$ 10.15	\$ 101.50
STAINLESS STEEL PIPE REPAIR CLAMP								
4"	1		No	\$ 161.00	\$ 161.00	Yes	\$ 9.20	\$ 9.20
6"	1		No	\$ 193.00	\$ 193.00	Yes	\$ 110.95	\$ 110.95
8"	1		No	\$ 227.00	\$ 227.00	Yes	\$ 130.10	\$ 130.10

BIDDER:			Ferguson Enterprises LLC DBA Ferguson Waterworks			Etna Supply		
ITEM DESCRIPTION	QUANTITY		FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL	FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL
MEGALUG 1100 JOINT RESTRAINT								
6"	1		No	\$ 30.82	\$ 30.82	Yes	\$ 30.40	\$ 30.40
8"	1		No	\$ 47.02	\$ 47.02	Yes	\$ 46.40	\$ 46.40
MEGAFLANGE 2100 FLANGE ADAPTER								
6"	1		No	\$ 146.00	\$ 146.00	Yes	\$ 154.00	\$ 154.00
8"	1		No	\$ 232.00	\$ 232.00	Yes	\$ 243.00	\$ 243.00
VICTAULIC 341 FLANGE ADAPTER								
4"	1		No	\$ 415.22	\$ 415.22	No	\$ 402.10	\$ 402.10
6"	1		No	\$ 306.24	\$ 306.24	No	\$ 526.85	\$ 526.85
VICTAULIC STYLE 31 COUPLING								
4"	1		No	\$ 125.58	\$ 125.58	Yes	\$ 402.15	\$ 402.15
6"	1		No	\$ 352.17	\$ 352.17	Yes	\$ 508.65	\$ 508.65
VICTAULIC GROOVED PIPE								
4" X 8'	1		No	\$ 661.00	\$ 661.00	Yes	\$ 165.00	\$ 165.00
6" X 8'	1		No	\$ 789.00	\$ 789.00	Yes	\$ 155.00	\$ 155.00
FLANGED DUCTILE IRON PIPE								
4" X 8'	1		No	\$ 749.00	\$ 749.00	Yes	\$ 748.45	\$ 748.45
6" X 8'	1		No	\$ 914.00	\$ 914.00	Yes	\$ 914.70	\$ 914.70
8" X 8'	1		No	\$ 1,300.00	\$ 1,300.00	Yes	\$ 1,303.00	\$ 1,303.00
10" X 8'	1		No	\$ 1,689.00	\$ 1,689.00	Yes	\$ 1,690.00	\$ 1,690.00
TOTAL					\$ 19,722.07			\$ 18,597.55
Location within 15 miles of the City Limits					Yes			Yes
Number of days required for deliveries from date of receipt of orders:					3-10 (Subject to manufacturer lead-times)			3-7 (If in stock)
Minimum Order per delivery (No Charge)					\$ -			\$ -

CITY OF WYOMING
PLUMBING SUPPLIES
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

ETNA SUPPLY
[Name of supplying entity]
A WHOLESALE LLL of Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
4901 CLAY AVE SW
[Supplier's street address]
GRAND RAPIDS MI 49548
[Supplier's city, state & zip]

Effective Date means: ~~2-1-24~~, 2026. 3/17/26

"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,

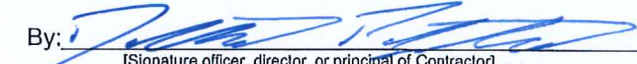
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Enta Supply Co.

By: _____
John Shay, City Manager

By: 
[Signature officer, director, or principal of Contractor]
DALTON POTTHETER CSR
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: FEB 23, 2026

Approved as to form:



Gregory T. Stremers, City Attorney

REQUEST FOR BIDS/PROPOSALS

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

PLUMBING SUPPLIES

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 17, 2026, 11:00 a.m., local time

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

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

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for PLUMBING SUPPLIES."

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

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

BID/PROPOSAL REQUIREMENTS

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

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

If it is an annual contract, pricing must be good for 1 year after the date the contract is approved and signed by City. If the contract term is longer than 1 year, the pricing must be good for the entire contract term. IF ANNUAL OR MORE FREQUENT PRICE ADJUSTMENTS ARE PROPOSED, THEY MUST BE INCLUDED IN THE BID/PROPOSAL.

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

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

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

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
 - A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
 - B. Businesses must also provide the state in which they were organized, *e.g.*, Michigan, Delaware, etc. and the type of entity, *e.g.*, corporation, partnership, limited liability company, limited partnership, or other business form.
 - C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, City may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
 - A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.
 - B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
 - A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
 - B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories, or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.

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

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

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

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

CITY'S RESERVATION OF RIGHTS

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

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/contractor to comply with the specifications.
2. Reject any or all bids.
3. Waive any irregularities, nonconformities, or technicalities of any bid.
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices.
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Inquire of others about any bidder/proponent, identified subcontractor(s) or consultant(s), and their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in City's best interests.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

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

CONSIDERATION FACTORS

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

1. **Legal Compliance.** Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. **Permits and Inspections.** Unless the plans and specifications or the submitted bid/proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract. 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). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - D. Neither Contractor nor any of its subcontractors is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. Nondiscrimination and Respect. City is committed to fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City, Accordingly:
 - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability,

genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

- B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.
 - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.
 - D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.
 - E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
- A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.
 - B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.
 - C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
8. Payment to Contractor.
- A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
 - C. Payment disputes will be resolved as provided in the contract. Unless other provisions apply, City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or

City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:
 - A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.
 - C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for any items provided or installed under the contract, and ensure all related warranties are held by or assigned to City.
 - E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules and regulations applicable to such disposal. Contractor will retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. Restoration. Unless the plans and specifications state otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.
12. Access to Work. City personnel, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department.
 - A. Invoices must be separated to show the amount added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
14. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
 - A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.
 - B. This contract will be binding on Contractor's successors and permitted assigns.

- C. No other individuals or entities are intended to be beneficiaries of this contract.
16. Independent Contractor. Contractor and Contractor's subcontractors and consultants are wholly independent of City. None of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions, and statements of Contractor's personnel and the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
- A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonable determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.
- B. Before filing any lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
- C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.
- D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. All parties agree to this jurisdiction and venue.
- E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
- F. Discrepancies in Plans and Specifications
1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids/Proposals document, who will correct such discrepancies, errors, or omissions in writing.
2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
- Contract
 - Bid Proposal on City's Form - without any additions or changes
 - Technical Bid Specifications
 - Instructions to Bidders
 - General Bid Information
 - Drawings
 - City of Wyoming Standard Specifications for Construction\Prequalification Documents
<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>.
3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.
18. General Terms.
- A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing.
- B. The captions are for reference and will not affect the interpretation of these terms and conditions.

- C. The contract is made in Kent County, Michigan.
- D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- E. Reference by office to any City officer includes that City officer's designee(s).

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of 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
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include 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.
AUTOMOBILE LIABILITY INSURANCE	
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.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if 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 – 28th Street SW, Wyoming, MI 49509-0905." Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies, and endorsements.
- C. Upon the City's request, Contractor must prove that all subcontractors performing Work have the same types and amounts of coverage required of Contractor or that subcontractors are included under Contractor's policy.
- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond.

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

2. Payment Bond.

- A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond.

- A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

- 4. No Liens. Under Michigan law, construction liens cannot be placed on public projects or property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If a subcontractor, supplier, or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take all steps needed to secure the lien's release and must indemnify City for any costs City incurs to secure release of the lien.

SPECIFIC REQUIREMENTS

PLUMBING SUPPLIES

1. By submitting a "Bid Proposal," bidder certifies that the materials furnished under this bid will meet the specifications as stated in the "Plumbing Supplies" and "Bid Proposal" section of this bid document. Materials delivered which are found to not meet said specifications shall promptly be removed and replaced by the successful bidder at his own expense upon request by the City.
2. All plumbing supplies shall be bid with all required accessories.
3. All items bid shall be new, the best of their respective kind and free from defects.
4. Orders for plumbing supplies shall be placed against the contract purchase order by the City on an "as needed" basis.
5. Bidder shall have a location within 15 miles of the Wyoming Wastewater Treatment Plant located at 2350 Ivanrest Avenue, Wyoming, MI 49418 and/or within 15 miles of the Wyoming Drinking Water Plant located at 16700 New Holland Street, Holland, MI 49424 for 24/7 emergency purchases. Bid may be awarded to more than one bidder.
6. Upon request, the City may request orders to be delivered. All bidders must submit the number of days required for deliveries from date of receipt of orders on the bid proposal form.

BID/PROPOSAL FORM

PLUMBING SUPPLIES

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

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

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

If yes, DUNS #: _____

Are you, or the business owner related to an elected official or employee of the City?
If yes, list individuals' name(s) and relationship(s):

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

Is the bidder a:

YES

NO

Woman Owned Company?

Minority Owned Company?

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

ETNA SUPPLY

PLUMBING SUPPLIES
PRICING SHEETS

State the bid price as per the specifications herein.

ITEM DESCRIPTION	QUANTITY	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	UNIT COST	TOTAL
CPVC SCHEDULE 80					
1/2"	100'		YES	\$1.19	\$119.00
3/4"	100'		YES	\$1.63	\$163.00
1"	100'		YES	\$2.31	\$231.00
2"	50'		YES	\$5.33	\$266.63
3"	50'		YES	\$10.90	\$545.00
1" COUPLING	10	829-010C	YES	\$3.20	\$32.00
1" 90 ELBOW	10	806-010C	YES	\$3.30	\$33.00
1" UNION	10	8097-010C	YES	\$9.00	\$90.00
1" TEE	10	817-010C	YES	\$4.70	\$47.00
1" BALL VALVE TRUE UNION	5	3629-010C	YES	\$50.35	\$251.75
2" BALL VALVE TRUE UNION	5	3629-020C	YES	\$113.10	\$565.50
Y STRAINER 1"	2	YS22C8-010C	YES	\$352.80	\$705.60
Y STRAINER 2"	2	YS22C8-020C	YES	\$778.90	\$1557.80
WELD-ON 724 SOLVENT CEMENT	2	782	YES	\$42.00	\$84.00
WELD-ON P-70 PRIMER	2	P-70	YES	\$8.95	\$17.90
CPVC TRUE UNION DIAPHRAGM VALVE					
3/4"	2	2729-007C	YES	\$296.25	\$592.50
1"	2	2729-010C	YES	\$341.90	\$683.80
2"	2	2729-020C	YES	\$416.50	\$833.00
PVC SCHEDULE 80					
3/4"	50'		YES	\$.68	\$33.83

1"	50'		YES	\$1.01	\$50.68
2"	50'		YES	\$2.24	\$112.00
2" COUPLING	10	829-020	YES	\$4.15	\$41.50
2" 90 ELBOW	10	806-020	YES	\$3.35	\$33.50
2" TEE	10	801-020	YES	\$11.90	\$119.00
PVC TRUE UNION BALL VALVE					
3/4"	5	3629-007	YES	\$32.00	\$160.00
1"	5	3629-010	YES	\$38.15	\$190.75
2"	5	3629-020	YES	\$83.85	\$419.25
STAINLESS BALL VALVE					
3/8"	5	100-962	YES	\$28.20	\$141.00
1/2"	5	100-903	YES	\$21.75	\$108.75
3/4"	5	100-904	YES	\$30.10	\$150.50
1"	5	100-905	YES	\$43.25	\$216.25
2"	5	100-908	YES	\$112.90	\$564.50
COPPER TUBING					
1/2"	50'		NO	\$2.77	\$138.50
3/4"	50'		NO	\$4.53	\$226.50
1"	50'		NO	\$6.66	\$333.00
GALVANIZED STEEL NIPPLE					
2" X 2"	5		YES	\$1.65	\$8.25
1" X 4"	5		YES	\$1.55	\$7.75
1/2" X 6"	5		YES	\$1.25	\$6.25
LEAD FREE BRASS BALL VALVE					
1/2" PRESS	10	100-203G	YES	\$16.70	\$167.00
3/4" PRESS	10	100-024G	YES	\$21.45	\$214.50
1" PRESS	10	100-205G	YES	\$28.85	\$288.50
1/2" THREADED	10	94ALF-103-01A	YES	\$6.85	\$68.50
3/4" THREADED	10	94ALF-104-01A	YES	\$10.95	\$109.50
1" THREADED	10	94ALF-105-01A	YES	\$16.45	\$164.50

1/2" SWEAT	10	94ALF-203-01A	YES	\$6.35	\$63.50
3/4" SWEAT	10	94ALF-204-01A	YES	\$10.15	\$101.50
STAINLESS STEEL PIPE REPAIR CLAMP					
4"	1	FS1-514-75	YES	\$92.20	\$92.20
6"	1	FS1-724-75	YES	\$110.95	\$110.95
8"	1	FS1-939-75	YES	\$130.10	\$130.10
MEGALUG 1100 JOINT RESTRAINT					
6"	1	SERIES 1100	YES	\$30.40	\$30.40
8"	1	SERIES 1100	YES	\$46.40	\$46.40
MEGAFLANGE 2100 FLANGE ADAPTER					
6"	1	SERIES 2100	YES	\$154.00	\$154.00
8"	1	SERIES 2100	YES	\$243.00	\$243.00
VICTAULIC 341 FLANGE ADAPTER					
4"	1	VIC 31	NO	\$402.10	\$402.10
6"	1	VIC 31	NO	\$526.85	\$526.85
VICTAULIC STYLE 31 COUPLING					
4"	1		YES	\$402.15	\$402.15
6"	1		YES	\$508.65	\$508.65
VICTAULIC GROOVED PIPE					
4" X 8'	1		YES	\$165.00	\$165.00
6" X 8'	1		YES	\$155.00	\$155.00
FLANGED DUCTILE IRON PIPE					
4" X 8'	1		YES	\$748.45	\$748.45
6" X 8'	1		YES	\$914.70	\$914.70
8" X 8'	1		YES	\$1303.00	\$1303.00
10" X 8'	1		YES	\$1690.00	\$1690.00
TOTAL					

Is there a location within 15 miles of the City limits available for 24/7 emergency purchases? Yes No

Delivery: State number of days required for deliveries from date of receipt of orders: 3-7 days. (IF IN STOCK)

Minimum order per delivery (no charge): \$ 0

Address of Location within 15 miles of the Wastewater Treatment Plant: 2350 Ivanrest Avenue, Wyoming, MI 49418:

4901 CLAY AVE SW

STREET ADDRESS

GRAND RAPIDS

CITY

MI

STATE

49548

ZIP CODE

(616) 514-5295

PHONE NUMBER

Address of Location within 15 miles of the Drinking Water Plant; 16700 New Holland Street, Holland, MI 49424:

783 CHILAGO DR

STREET ADDRESS

HOLLAND

CITY

MI

STATE

49423

ZIP CODE

(616) 396-1717

PHONE NUMBER



Bid/Proposal Form Continued

ETNA SUPPLY

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]



[2nd signature for proponent]

DALTON POTGETER

[Printed name and title of person signing]

Zechariah Potgeter

[Printed name and title of 2nd person signing]

Date signed: 1/29/26

4901 CLAY AVE SW

[Proponent's street address]

(616) 514-5295

[Proponent's business phone]

GRAND RAPIDS MI

[City]

[State]

49548

[Zip]

(616) 265-6513

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

DALTON.POTGETER@

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

LLC

[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.

Staff Report

Date: February 25, 2026
Subject: Fertilizer
From: Tim Montgomery, Parks Maintenance Supervisor
 Troy Rinks, Facilities Maintenance Foreman

Meeting Date: March 16, 2026

RECOMMENDATION:

It is recommended City Council authorize the purchase of fertilizer from Advanced Turf Solutions at the bid prices shown below.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Improve City infrastructure and service reliability

DISCUSSION:

On February 24, 2026, the city received one bid for fertilizer for the City’s parks and facilities. Eighty prospective bidders downloaded the bid specifications.

In order to accommodate individual department needs for types of fertilizer and deliveries, it is recommended the bid be awarded to the sole bidder, Advanced Turf Solutions.

BUDGET IMPACT:

It is estimated the annual expenditure for fertilizer will total approximately \$20,000.00. Funds for purchase are available in various department accounts with the appropriate account being charged at the time of purchase.

Tabulation:

Advanced Turf Solutions						
Manufacturer and Description	Weight (per bag)	Sq. Ft. (per Bag)	Bid Price (per bag)	Days for Delivery	Minimum Order	Below Minimum Order Charge
Anderson's 18-0-0 .125% Dimensin+25% Fortify-N	50 Lb.	12,500	\$20.41	2 to 7	40 Bags	\$0.00
ATS 30-0-6 50% XCU+Armament	50 Lb.	15,000	\$22.68	2 to 7	40 Bags	\$0.00
Anderson's 16-0-8 1.14% Escalade 25% N5-54	40 Lb.	10,000	\$23.40	2 to 7	40 Bags	\$0.00

CITY OF WYOMING

**FERTILIZER PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN**

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

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

Contractor means: Advanced Turf Solutions
[Name of contracting entity]
A Indiana - Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
12955 Ford Drive
[Contractor's street address]
Fishers, IN 46038
[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: February 12th, 2026.

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

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

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

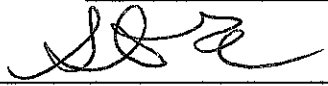
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed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

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

City of Wyoming


By: _____
John Shay, City Manager

Contractor: Advanced Turf Solutions

By: 
[Signature officer, director, or principal of Contractor]
Stephen Lord - Sales Rep
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 2-12, 2026

Approved as to form: 

Gregory T. Stremers, City Attorney

RFP
Exhibit A

REQUEST FOR BIDS/PROPOSALS

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

Fertilizer

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 24, 2026, 11:00 a.m., local time

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

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

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

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

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

BID/PROPOSAL REQUIREMENTS

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

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

If it is an annual contract, pricing must be good for 1 year after the date the contract is approved and signed by City. If the contract term is longer than 1 year, the pricing must be good for the entire contract term. IF ANNUAL OR MORE FREQUENT PRICE ADJUSTMENTS ARE PROPOSED, THEY MUST BE INCLUDED IN THE BID/PROPOSAL.

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

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

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

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
 - A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
 - B. Businesses must also provide the state in which they were organized, e.g., Michigan, Delaware, etc. and the type of entity, e.g., corporation, partnership, limited liability company, limited partnership, or other business form.
 - C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, City may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
 - A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.

- B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
- A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
 - B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories, or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, the successful bidder/proponent must furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.
 - C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If professional or other services are to be provided on an hourly basis, the hourly rate(s) should be specified, and billing must be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that must be stated.
 - D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation must be clearly stated.
 - E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups, must be clearly listed.
 - F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.
 - G. Bid prices for equipment, goods or other items must include all delivery charges.
10. If required by the specifications, include:
- A. The manufacturer and/or model number(s) of specified equipment.
 - B. The warranties or guarantees provided for any work, equipment, and other items.
 - C. The number of calendar days required for delivery of any equipment, goods, or other items.
11. Include a proposed schedule for beginning and completing all Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time must be provided as stated in 10.C above.
12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.
13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.
14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.
15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:
- A. The name(s) of the proponent's client(s) or customer(s),
 - B. A description of the work performed,
 - C. A description of the overall project,
 - D. The date(s) the proponent performed the work, and
 - E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.

16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.
17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

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

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

CITY'S RESERVATION OF RIGHTS

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

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/contractor to comply with the specifications.
2. Reject any or all bids.
3. Waive any irregularities, nonconformities, or technicalities of any bid.
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices.
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Inquire of others about any bidder/proponent, identified subcontractor(s) or consultant(s), and their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in City's best interests.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

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

CONSIDERATION FACTORS

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to any contract awarded pursuant to the request for bids/proposals. By submitting a signed bid/proposal, the proponent attests it complies with and promises it will comply with these Terms and

Conditions, except to the extent the proponent's bid/proposal identifies any contract term(s) the proponent is unable to meet or the proponent wishes to see modified and for which it proposes specific modifications.

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

1. Legal Compliance. Contractor, all Contractor's subcontractors and suppliers, all Contractor's consultants, and all their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules, and regulations.
2. Permits and Inspections. Unless the plans and specifications or the submitted bid/proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.
3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract. 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). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
- D. Neither Contractor nor any of its subcontractors is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. **Nondiscrimination and Respect.** City is committed to fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City, Accordingly:
- A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.
- B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.
- C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.
- D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.
- E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
- F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
- G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:
- A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.
- B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.
- C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.
7. **Media Releases.** Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

- A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).
- B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
- C. Payment disputes will be resolved as provided in the contract. Unless other provisions apply, City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications, or contract call for the use, installation, or acquisition for City use of any materials, equipment, supplies or other items:

- A. Unless otherwise stated in the plans, specifications, or bid/proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
- B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a desired design, type of construction, quality, functional capability, and/or performance level. When alternates are bid, they must be identified by manufacturer, stock number, and other information necessary to establish equivalency. City will be the sole judge of equivalency.
- C. City reserves the right to request samples. Contractor shall provide requested samples to City at Contractor's expense within 10 days of bid opening. Samples will not be returned.
- D. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for any items provided or installed under the contract, and ensure all related warranties are held by or assigned to City.
- E. If quantities are listed in the request for bids/proposals, the quantities are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.
- F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
- G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules and regulations applicable to such disposal. Contractor will retain and, upon request, provide the City copies of any required manifest or other disposal documentation.

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

12. Access to Work. City personnel, City's design professional(s), and City representatives will always have access to all parts of the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.

13. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department.

- A. Invoices must be separated to show the amount added for taxes of any kind if applicable.

- B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
- C. On construction projects state sales taxes are applicable on materials only.
14. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
- A. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent.
- B. This contract will be binding on Contractor's successors and permitted assigns.
- C. No other individuals or entities are intended to be beneficiaries of this contract.
16. Independent Contractor. Contractor and Contractor's subcontractors and consultants are wholly independent of City. None of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions, and statements of Contractor's personnel and the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
- A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonable determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.
- B. Before filing any lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
- C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.
- D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. All parties agree to this jurisdiction and venue.
- E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
- F. Discrepancies in Plans and Specifications
1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids/Proposals document, who will correct such discrepancies, errors, or omissions in writing.
 2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - Contract

- Bid Proposal on City's Form - without any additions or changes
- Technical Bid Specifications
- Instructions to Bidders
- General Bid Information
- Drawings
- City of Wyoming Standard Specifications for Construction\Prequalification Documents
<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>.

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

18. General Terms.

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

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.
- B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.
- C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991.

2. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$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; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

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

BONDS AND LIENS

1. Bid Bond.
 - A. A bid bond is not required for this project.
 - B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, City will accept a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.
2. Payment Bond.
 - A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
 - B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.
3. Performance Bond.

- A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.
 - B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.
4. No Liens. Under Michigan law, construction liens cannot be placed on public projects or property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If a subcontractor, supplier, or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take all steps needed to secure the lien's release and must indemnify City for any costs City incurs to secure release of the lien.

SPECIFIC REQUIREMENTS

FERTILIZER

1. Bidders are invited to bid on all of the items as listed in the bid/proposal Form of this bid document.
2. Commercial (agricultural) bulk blended fertilizer or blends which do not contain slow release nitrogen are not acceptable.
3. When applied to the ground and after irrigation or rain, shall be of low odor.

Proposal
Exhibit B

BID/PROPOSAL FORM, CONTINUED

FERTILIZER

State bid Price for the following fertilizer delivered to any City building, facility, property and job site in the City of Wyoming and the Wyoming Drinking Water Plant located at 16700 New Holland, Holland, Michigan, as per the bid Specifications contained herein:

	Weight (per bag)	Sq. Ft. (Per bag)	Bid Price (Per Bag)	*If bidding "or equal"			
				Manufacturer and Description	Weight (per bag)	Sq. Ft. (per Bag)	Bid Price (per bag)
18-0-4 25% U-Plus w/.10% Dimension Pre-Emergent	50 Lbs.	No Bid	No Bid	Andersons 18-0-0 .125% Dimension 25% Fortify-N	50LB	12,500	\$20.41
30-0-6 50% PCU (regular fertilizer)	50 Lbs.	No Bid	No Bid	ATS 30-0-6 50% XCU + Armanent	50LB	15,000	\$22.68
18-0-4 30% Polyplus w/Lockup extra 2 weed and feed	50 Lbs.	No Bid	No Bid	Anderson's 16-0-8 1.14% Escalade 2 25% NS-54	40LB	10,000	\$23.40

State number of days required for deliveries from date of receipt of orders: 2 to 7 days.

State minimum truckload quantity deliveries required: 40 bags per delivery.

Additional delivery charge for deliveries that fall below the minimum requirements: \$ 0.⁰⁰

18-0-0 .125% Dimension + 25% Fortify-N

Manufacturer

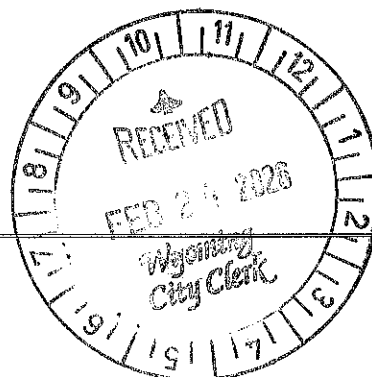
The Andersons

30-0-6 50% XCU + Armanent

Morrall Companies

16-0-8 1.14% Escalade 2 + 25% NS-54

The Andersons



Bid/Proposal Form Continued

Advanced Turf Solutions

[Proponent's Complete Business Name]

N/A

[If Proponent is DBA include Full Proponent DBA Here]

[Signature for proponent]

[Signature for proponent]

Stephen Lord - Sales Rep

[Printed name and title of person signing]

[2nd signature for proponent]

[2nd signature for proponent]

Kevin Breker - Sales Manager

[Printed name and title of 2nd person signing]

Date signed: 2-12-26

12955 Ford Drive

[Proponent's street address]

(317) 842-1088

[Proponent's business phone]

Fishers IN 46038

[City]

[State]

[Zip]

Mobile Phone For Stephen Lord: (214) 763-4869

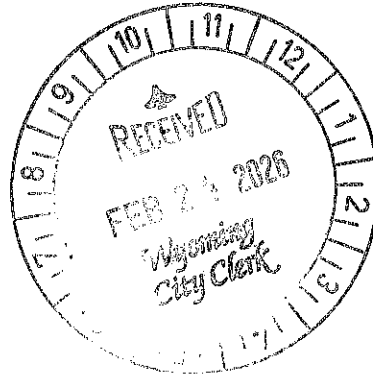
[Cell phone number(s) of person(s) signing for proponent]

Email for Stephen Lord: SLord@advancedturf.com

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

Corporation - Private & Employee Owned - Indiana

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



BID/PROPOSAL FORM

FERTILIZER

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

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

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

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

Are you, or the business owner related to an elected official or employee of the City? If yes, list individuals' name(s) and relationship(s):	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	-------------------------------------

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):

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.

STAFF REPORT

Date: February 25, 2026

Subject: Shredded Bark and Wood Chips

From: Dan Kleinheksel, Utility Maintenance Manager
Tim Montgomery, Parks Maintenance Foreman
Troy Rinks, Facilities Maintenance Foreman

Meeting Date: March 16, 2026

RECOMMENDATION:

It is recommended City Council award the bid for hardwood (brown) shredded bark and ADA approved playground wood chips to Brink Wood Products, Inc. and Superior Groundcover at the bid prices as shown on the tabulation below.

COMMUNITY, SAFETY, STEWARDSHIP:

The City uses shredded bark as mulch to retain soil moisture and help prevent weed growth around trees and shrubs in parks and other City facilities. It is applied throughout various landscaped areas to support healthy plantings and maintain an attractive appearance.

The City also uses engineered wood fiber—commonly known as ADA-compliant playground chips—as safety surfacing for playgrounds to meet Americans with Disabilities Act requirements and National Playground Safety Standards. Using shredded bark in our landscaped areas and ADA-compliant chips in our playgrounds helps us maintain safe, accessible, and visually appealing public spaces.

Attractive, well-maintained public areas contribute to vibrant communities and have a positive impact on surrounding property values.

DISCUSSION:

On February 24, 2026, the City received three bids for hardwood (brown) shredded bark and ADA-approved playground wood chips. A total of twenty-four prospective bidders downloaded the bid specifications.

As shown on the bid tabulation, Brink Wood Products, Inc. submitted the lowest bid for both hardwood (brown) shredded bark and ADA-approved playground wood chips

(engineered wood fiber). However, they did not submit pricing for blowing the materials into place. Superior Groundcover, Inc. submitted the only bid for blowing the bark and wood chips into location.

To meet the needs of individual departments, it is recommended that the bid be awarded to both Brink Wood Products, Inc. and Superior Groundcover, Inc.

BUDGET IMPACT:

The annual expenditure for shredded bark and ADA-approved playground wood chips is estimated to total approximately \$24,000.00. Funds for these purchases are available in various departmental accounts, with the appropriate account charged at the time of purchase.

TAB SHEET:

Company Name	Bark Description	Bid Price (cu. yd.)	Bid price to blow wood chips into location (cu. yd.)	Minimum Truckload per delivery (no delivery charge)	Delivery charge for deliveries under the minimum truckload	Number of days required for deliveries
Delivery to any City building, facility, property and job site in the City of Wyoming:						
Brink Wood Products, Inc.	Hardwood (Brown) Shredded Bark	\$18.30		30 Yards	\$55.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$16.35		30 Yards	\$55.00	4
Superior Groundcover Inc.	Hardwood (Brown) Shredded Bark	\$22.00	\$47.00	20 Yards	\$59.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$17.50	\$23.95			
Three Oaks Ground Cover	Hardwood (Brown) Shredded Bark	\$46.75				4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$25.00				4
Delivery to the City of Wyoming Drinking Water Plant, 16700 New Holland, Holland, Michigan						
Brink Wood Products, Inc.	Hardwood (Brown) Shredded Bark	\$18.30		30 Yards	\$75.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$16.35		30 Yards	\$75.00	4
Superior Groundcover Inc.	Hardwood (Brown) Shredded Bark	\$22.00	\$47.00	20 Yards	\$59.00	4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$17.50	\$23.95			
Three Oaks Ground Cover	Hardwood (Brown) Shredded Bark	\$46.75				4
	ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$25.00				4



February 18, 2026

City of Wyoming
Attention: Purchasing Department

Shredded Bark & Wood Chips Bid Cover Letter

Enclosed are the following documents pertaining to the Shredded Bark & Wood chip bid:

- Bid/Proposal Form including the pricing sheet
- Certificate of Insurance
- ASTM Certifications
- W-9

Terry Dykstra
Superior Groundcover Inc.
Cell – 616-293-3156
Fax – 616-643-8077
Email – terry.sgc@gmail.com

BID/PROPOSAL FORM

Shredded Bark and Wood Chips

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

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

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

If yes, DUNS #: _____

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

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

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

Is the bidder a:

YES

NO

Woman Owned Company?

Minority Owned Company?

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

Superior Groundcover Inc.

BID/PROPOSAL FORM, CONTINUED

State bid price for the following shredded bark and wood chips delivered in minimum truckload quantities, to any **City building, facility, property and job site in the City of Wyoming**, as per the bid specifications included herein:

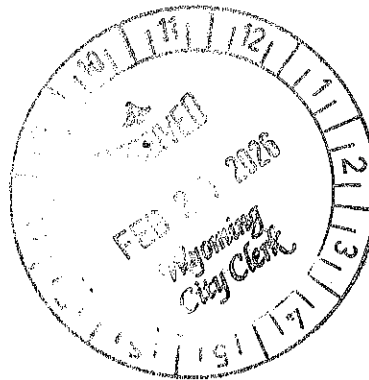
Bark Description	Bid Price (cu. yd.)	Bid price to blow wood chips into location (cu. yd.)	Minimum Truckload Per Delivery (no delivery charges)	Delivery Charge for Deliveries Under the Minimum Truckload
Hardwood (Brown) Shredded Bark	\$22.00	\$47.00	20 cubic yards	\$59.00
ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$17.50	\$23.95	NA	NA

State number of days require for deliveries from date of receipt of orders: 4 days

State bid price for the following shredded bark and wood chips delivered in minimum truckload quantities, to the **City of Wyoming Drinking Water Plant, 16700 New Holland, Holland, Michigan**, as per the bid specifications included herein:

Bark Description	Bid Price (cu. yd.)	Bid price to blow wood chips into location (cu. yd.)	Minimum Truckload Per Delivery (no delivery charges)	Delivery Charge for Deliveries Under the Minimum Truckload
Hardwood (Brown) Shredded Bark	\$22.00	\$47.00	20 cubic yards	\$59.00
ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$17.50	\$23.95	NA	NA

State number of days require for deliveries from date of receipt of orders: 4 days

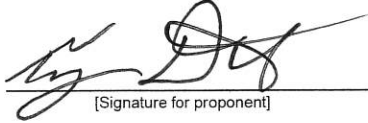


Bid Proposal Form Continued

Superior Groundcover Inc.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

Terry Dykstra, Sales Manager

[Printed name and title of person signing]



[2nd signature for proponent]

Tyler Doezema, Controller

[Printed name and title of 2nd person signing]

Date signed: 2/18/2026

10588 Linden Dr. NW

[Proponent's street address]

616-669-7479

[Proponent's business phone]

Grrand Rapids, MI 49534

[City]

[State]

[Zip]

616-293-3156

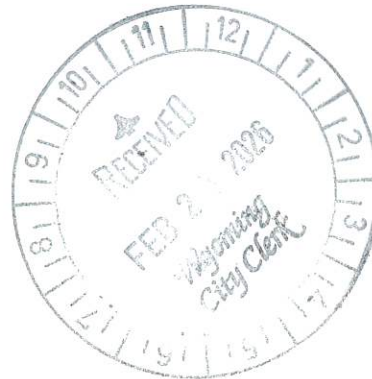
[Cell phone number(s) of person(s) signing for proponent]

terry.sgc@gmail.com

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

Corporation-Michigan

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





PURPOSE

The purpose of this test report is to present the test results obtained during the performance of a test program. This report includes a brief description of the samples presented for test, a list of the documents presented as test instructions, and a summary of the testing performed, and the results obtained. Applicable requirements and conclusions are based on the criteria provided by our client, or as specified in the reference document(s).

WORK REQUESTED / REFERENCE DOCUMENT(s)

Perform testing in accordance with ASTM F1951-14, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

TEST SEQUENCE

1. Wheelchair work measurement method – straight propulsion with no material on a flat surface with a grade of 7.1%.
2. Wheelchair work measurement method – straight propulsion with material and no grade.
3. Wheelchair work measurement method – turning 90° with no material on a flat surface with a grade of 7.1%.
4. Wheelchair work measurement method – turning 90° with material and no grade.

Testing was performed March 23, 2021.

SAMPLE DESCRIPTION

Superior Groundcover, Inc. submitted approximately sixty (60) cubic feet of Engineered Wood Fiber playground surfacing material, identified as Featherwood.



TESTING PERFORMED

ACCESSIBILITY OF SURFACE SYSTEMS

Procedure

Sample material, Featherwood, was installed in four-inch layers, and tamped using a 10 inch X 10 inch hand tamper until a depth of twelve inches was achieved. The sample material was tested, propelling the wheelchair with four even propulsion strokes, per trial, across the material 6.56 feet, within eight seconds. This process was repeated five times for each test, (straight and 90° turn).

Per ASTM F1951-14, section 5.1, no additional modification occurred between propulsion trials. Installation instructions were provided by the manufacturer.

Results

The average work force over one foot, in pound force-inch values, for straight propulsion and for turning with material surface in place, shall be less than the average work per foot values for straight propulsion and for turning, respectively, on a hard, smooth, surface with a grade of $7.1\% \pm 2\%$ (1:14).

Discard the high and low work per foot values and average the remaining three trials to determine the average work per foot required to negotiate the test surface and the hard, smooth surface with a grade of $7.1\% \pm 2\%$ (1:14).

Conclusion

The average work force over one foot, in pound force-inch values, measured **less** when propelling the wheelchair over the Featherwood than when propelling the wheelchair over a flat surface with a grade of 7.1%.

The material **met** the requirements of ASTM F1951-14.

Sample Disposition

The sample material will be retained by TÜV SÜD America, Inc., for fifteen (15) days, then disposed of at the discretion of TÜV SÜD America, Inc., unless otherwise requested by Superior Groundcover, Inc.



TEST EQUIPMENT

TÜV SÜD America, Inc.'s calibration system meets the requirements of ISO 17025.

TÜV ID	Description	Manufacturer	Model	Calibration Due
PLYP00043	Signal Conditioner	Daytronics	3370	05/21
PLYP00047	Reaction Torque Sensor	Lebow	2110220500	05/21
AE-210	Digital Protractor	Mitutoyo	Pro 360	04/21
PLYP00151	Wheelchair	Quickie	Q2	NCR
PLYP00199	Penetration Thermocouple	Cooper-Atkins	Type K	01/22
PLYP00143	Digital Thermometer	Fluke	51-II	01/22
PLYP00152	Accessibility Fixture	DTL	N/A	NCR
AE326	Digital Scale	AND	HW-100KVWP	08/21
PLYP00145	Air Pressure Gauge	Westward	2HKX9	05/21
PLYP00071	Hygro-thermometer	Extech Instruments	445702	04/21
PLYP00195	Tape Measure	Stanley	33-725	08/21

NCR – No Calibration Required

REMARKS

- Per ASTM F1951-14, section 7.1.2 Test Wheelchair Rider; a 165 + 11, -4.4lbs., test wheelchair rider shall propel the wheelchair during testing. The rider's weight was measured at 185lbs prior to testing.
 - The wheelchair rider weight was 185lbs, which combined with the wheelchair for a total of 233.7lbs.
 - The wheelchair rider weight of 185lbs deviates from the standard, however, the total system weight falls within parameters.
- Per section 7.1.3 Weight of Total System - The total weight of the wheelchair Rider System, including any distance measurement or data acquisition equipment residing on the wheelchair shall be a minimum of 187.2lbs and a maximum of 255lbs.



Appendix A – Test Data



Wheelchair Accessibility Data Sheet
ASTM F1951

TUV SUD America, Inc.
1755 Atlantic Blvd.
Auburn Hills, MI 48326
Ph: (616) 546-4600

Test Date: 3/23/2021

Surface Temperature 22.1°C

Project No.: 72166701-1

Ambient Temperature 22.1°C

Customer: Superior Groundcover, Inc.

Ambient Humidity 19%

Commercial Name of Product: Featherwood

Run =	No Material (work per foot) (lbf-in)	With Material (work per foot) (lbf-in)
Straight Run 1:	127.267	131.849
Straight Run 2:	122.516	127.688
Straight Run 3:	124.437	116.762
Straight Run 4:	124.309	115.058
Straight Run 5:	122.43	122.847
Average:	123.754	122.847
Turn Run 1:	163.43	157.064
Turn Run 2:	172.353	143.983
Turn Run 3:	166.11	137.938
Turn Run 4:	159.86	132.474
Turn Run 5:	163.735	138.057
Average:	164.425	139.993

Wheelchair Rider Weight: 185 lbs.

Wheelchair tire pressures checked/confirmed:

Results are specific to the samples described above.



TUV SUD America Inc.
 Product Safety Services
 1866 New Energy Way
 Auburn Hills, MI 48326
 Phone: (616) 546-4600

SURFACING MATERIAL REPORT – ASTM F1292-22

Client: <u>Superior Groundcover, Inc.</u>	Project No.: <u>72198949-3</u>
Manufacturer: <u>Superior Groundcover, Inc.</u>	Report Date: <u>5/10/2024</u>
Manufacturing Location: <u>Grand Rapids, MI</u>	Test Date: <u>5/10/2024</u>
Phone: <u>616-669-7479</u>	Initial Test: <input checked="" type="checkbox"/>
Commercial Name of product: <u>Featherwood</u>	Follow up Test: <input type="checkbox"/> Ref Job:
Date of Manufacture: <u>Unknown</u>	Sample Receipt Date: <u>4/16/2024</u>
No. of samples submitted: <u>Three (3) cu. yds.</u>	Ambient Air Temperature: <u>21.6°C</u>
	Humidity: <u>21.0%</u>

Test Equipment:

Alpha Automation, Triax, TUV System 5: <input checked="" type="checkbox"/>	Environmental Chamber ID: <u>PLYP00069</u>
Alpha Automation, Triax, TUV System 7: <input type="checkbox"/>	Calibration Due Date: <u>8/18/2024</u>
Accelerometer ID: <u>PLYP00193</u>	Environmental Chamber ID: <u>AE-029</u>
Accelerometer Calibration Date: <u>1/10/2024</u>	Calibration Due Date: <u>8/18/2024</u>

Loose Fill Material Sample Description:

Engineered Wood Fiber: <input checked="" type="checkbox"/>	Un-compacted Depth: <u>15</u> Inches
Loose Fill Wood: <input type="checkbox"/>	
Rubber: <input type="checkbox"/>	
Sand: <input type="checkbox"/>	Compacted Depth: <u>12</u> Inches
Gravel: <input type="checkbox"/>	
Other: <input type="checkbox"/>	

Unitary Sample Description:

Tiles: <input type="checkbox"/>	Total Thickness: _____
Poured in Place: <input type="checkbox"/>	Top Layer: _____
Other: <input type="checkbox"/>	Base Layer: _____

Comments:

The maximum critical fall height of the above described 18 Ft. sample was determined to be:

The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results. Compliance with this Standard does not constitute product certification.

Sample in compliance with ASTM F1292-22 at the temperature and rating specified? Yes No

Signature: Patrick Ashley Title: Project Engineering Technician Date: 5/10/2024

Reviewed by: David Splane Title: Regional Manager Date: 5/13/2024

Client: **Superior Groundcover, Inc.**

Project No.: **72198949-3**

Manufacturer: **Superior Groundcover, Inc.**

Test Date: **5/10/2024**

Drop	Critical Fall Height (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1	18	75	340	34.0	17.971	82	392	34.1	18.077	75	354	34.0	17.971
2	18	106	673	34.2	18.183	117	770	34.3	18.289	111	725	34.2	18.183
3	18	116	850	34.3	18.289	137	977	34.3	18.289	127	898	34.2	18.183
Average		111	761.5			127	873.5			119	811.5		
Measured Surface Temperature		(-2)°C	Max. Change from reference + 5°C, (5°F)			21°C	Max. Change from reference ± 3°C, (5°F)			(46)°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:		DRY				DRY				DRY			

Drop	One foot over (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1	19	81	397	35.0	19.044	90	481	35.0	19.044	79	380	34.9	18.935
2	19	121	833	35.1	19.153	138	1027	35.2	19.262	115	767	35.1	19.153
3	19	138	1002	35.1	19.153	155	1221	35.2	19.262	135	1019	35.1	19.153
Average		129.5	917.5			146.5	1124			125	893		
Measured Surface Temperature		(-2)°C	Max. Change from reference + 5°C, (5°F)			21°C	Max. Change from reference ± 3°C, (5°F)			(46)°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:		DRY				DRY				DRY			

Drop	One foot under (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1	17	65	355	33.1	17.032	84	478	33.1	17.032	58	341	33.0	16.929
2	17	93	574	33.2	17.135	103	633	33.2	17.135	88	516	33.2	17.135
3	17	103	731	33.3	17.239	119	793	33.3	17.239	110	714	33.2	17.135
Average		98	652.5			111	713			99	615		
Measured Surface Temperature		(-3)°C	Max. Change from reference + 5°C, (5°F)			20°C	Max. Change from reference ± 3°C, (5°F)			(47)°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:		DRY				DRY				DRY			





**Sieve Analysis Data Collection Form
ASTM F2075-20 per Section 4.4 and Section 7**

TÜV SÜD America, Inc.
1866 New Energy Way
Auburn Hills, MI 48326
Ph: (616) 546-4600

Customer/Participant: <u>Superior Groundcover, Inc.</u>	Test Date: <u>4/22/2024</u>
Main Office Address: <u>10588 Linden Rd.</u>	Project No.: <u>72198949-2</u>
City, State, Zip: <u>Grand Rapids, MI 49535</u>	Ambient Air Temp.: <u>21.8°C</u>
Location ID: <u>Grand Rapids, MI 49535</u>	Relative Humidity: <u>27 %</u>
Commercial Name of Product: <u>Wood Fiber Playground Surfacing</u>	Follow-up: <input type="checkbox"/> Ref. Job: <u>n/a</u>

Test Equipment Used

TUV Asset No.:	Equipment Type	Manufacturer	Model	
PLYP00234	Environmental Chamber	Russells	GD-16-105-AC	
PLYP00163	Data Logger	Omega	OM-CP-RHTEMP101A	
PLYP00232	Hygro-thermometer	Extech Instruments	445815	<input checked="" type="checkbox"/>
PLYP00211	Hygro-thermometer	Extech Instruments	445702	<input type="checkbox"/>
PLYP00055	Test Sieve	W.S. Tyler	No. 16 (1.19 mm)	
PLYP00056	Test Sieve	W.S. Tyler	3/8" (9.53 mm)	
PLYP00057	Test Sieve	W.S. Tyler	3/4" (19.05 mm)	
PLYP00059	Sieve Shaker	W.S. Tyler	RX 812	
PLYP00083	Balance	Denver Instruments	18453642	

Data

Initial Sample and Container Weight	<u>1004.9</u>
Tare weight of Container	<u>160.2</u>
Initial Sample Dry Weight (g)	<u>844.7</u>
Sample and Container Weight for 3/4in. Sieve	<u>177.1</u>
Tare weight of Container	<u>177.1</u>
Sample Remaining on 3/4in. Sieve (g)	<u>0.0</u>
Sample and Container Weight for 3/8in. Sieve	<u>344.0</u>
Tare weight of Container	<u>178.6</u>
Sample Remaining on 3/8in. Sieve (g)	<u>165.4</u>
Sample and Container Weight for #16 Sieve	<u>765.0</u>
Tare weight of Container	<u>178.1</u>
Material Remaining on #16 Sieve (g)	<u>586.9</u>

Sieve Size	Min / Max Requirements	% Passing
3/4" (19.05 mm)	99 - 100%	100.0
3/8" (9.53 mm)	78 - 100%	80.4
No. 16 (0.0469 in.)	0 -15%	10.9

Sample in compliance with ASTM F2075-20 for Sieve Analysis Section 4.4 per 7.4: Yes No

Tare weights of containers verified prior to testing.
Note: Testing performed at TÜV SÜD America in Auburn Hills, MI.
Comments:

Performed By: *Tim Lockstein* Title: Project Engineering Technician Date: 4/22/2024
Reviewed By: *[Signature]* Title: Regional Manager Date: 5/13/2024

The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results.



TUV SUD America, Inc., Product Safety Services

1866 New Energy Way, Auburn Hills, MI 48326

Phone: (616) 546-4600

Tramp Metals Test Results

ASTM F2075

Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment, Section 4.6 and Section 9

Customer/Participant: Superior Groundcover, Inc. Report Date: 4/17/2024

Main Office Address: 10588 Linden Dr., Grand Rapids, MI 49534 Test Date: 4/16/2024

All testing performed at location ID: Grand Rapids, MI Project No.: 72198949-1

Commercial Name of Product: Featherwood Follow-up: [] Ref. Job: []

4.6.1 Per 9.4 Tramp Metals

Level - 0in. - 15in.

Table with 4 columns (Quadrant 1-4) and 2 rows (Pass/Fail). All Pass boxes are checked.

Level - 15in. - 30in.

Table with 4 columns (Quadrant 1-4) and 2 rows (Pass/Fail). All Pass boxes are checked.

Level - 30in. - 45in.

Table with 4 columns (Quadrant 1-4) and 2 rows (Pass/Fail). All Pass boxes are checked.

Level - 45in. - 60in.

Table with 4 columns (Quadrant 1-4) and 2 rows (Pass/Fail). All Pass boxes are checked.

Pass [x] Fail []

Comments:

The results reported herein reflect the performance of the above described samples at the time of testing. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. This data sheet provides an accurate representation of the test results.

Performed By: Timothy Fouchia

Reviewed By: [Signature]

Title: Project Engineering Technician

Title: Regional Manager

Date: 4/17/2024

Date: 5/13/2024

TÜV America Inc.
1866 New Energy Way
Auburn Hills, MI 48326

Phone: (616) 546-4600



Hazardous Metals Test ASTM F2075, Section 4.5.2 per 8.0

Manufacturer: Superior Groundcover, Inc.

Main Office Address: 10588 Linden Dr., Grand Rapids, MI 49534

Manufacturing Location ID: Grand Rapids, MI

Commercial Name of Product: Featherwood

PURCHASE ORDER: # 2000058432

PROJECT NO.: 72198949-4

The following ISO 17025-accredited Laboratory performed testing:

Enviro Lab Services, Inc.
4150 Arrow St.
Oscoda, MI 48750
Enviro Lab Services, Inc., report attached (1 page).

Test Result: Pass

Fail

Prepared By:

Timothy Fouchia

4/30/2024

Date

Project Engineering Technician

Title

Reviewed and Approved By:

[Signature]

5/13/2024

Date

Regional Manager

Title

The results reported herein reflect the performance of the above described samples at the time of testing. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. This data sheet provides an accurate representation of the test results.



USEPA Lab ID: M19885

Michigan EGLE Lab ID: 9115

Report Date: 4/29/2024

Laboratory Report

Order ID:	24042601	Client:	TUV SUD
Sample ID:	24042601-9	Client PO#:	2000058432
Sample Matrix:	Engineered Wood Fiber	Project Name:	Soluble Heavy Metals Analysis by ASTM F2075
Customer Sample ID:	72198949-4	Contact:	David Splane
Sample Date:		Reporting To:	david.splane@tuvsud.com
Sample Time:			patrick.ashley@tuvsud.com
Sample Collected By:		Analyst:	tim.fouchia@tuvsud.com
Analysis Date:	2/19/2024		Travis Kirin

TEST: Hazardous Metals Analysis ASTM F2075

Analyte	CAS #	Method	Result	Units	Reporting Limit (ppm)
Soluble Antimony	7440-36-0	ASTM F-2075	<5	ppm	5
Soluble Arsenic	7440-38-2	ASTM F-2075	<5	ppm	5
Soluble Barium	7440-39-3	ASTM F-2075	8	ppm	5
Soluble Cadmium	7440-43-9	ASTM F-2075	<5	ppm	5
Soluble Chromium	7440-47-3	ASTM F-2075	<5	ppm	5
Soluble Lead	7439-92-1	ASTM F-2075	<5	ppm	5
Soluble Mercury	7439-97-6	ASTM F-2075	<5	ppm	5
Soluble Selenium	7782-49-2	ASTM F-2075	<5	ppm	5

The soluble heavy metal content of the tested product is in compliance with the requirements of ASTM F2075.

FINAL APPROVAL

APPROVED BY:	<i>Travis Kirin</i>	Lab Manager
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The results herein relate only to the items/batch tested, calibrated, or sampled in this report. "ND" indicates that the analyte was not detected nor present in the sample tested at levels at or below the limit of quantitation. Results only pertain to sample as received or those sampled by Enviro Lab Services Inc.

This document is intended only for the use of the party to whom it is addressed and may contain information that is privileged, confidential or protected from disclosure. Under applicable law. If you have received this document in error, please immediately notify us and return it to the address listed below.

This report may not be reproduced except in full without approval from Enviro Lab Services Inc.



Enviro Lab Services, Inc - ISO 17025 ACCREDITED LABORATORY

Accreditation Number: 108439
Certificate Number: L29-315



Enviro Lab Services, Inc.
4150 Arrow Street, Oscoda, MI 48750
Phone: (248)882-1245
www.envirolabusa.com

CITY OF WYOMING

SHREDDED BARK AND WOOD CHIPS CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Brink Wood Products, Inc.
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1175 - 76th Street SW
[Contractor's street address]
Byron Center, MI 49315
[Contractor's city, state & zip]

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

Effective Date means: Feb 13, 2025. 6

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

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

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

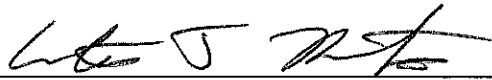
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed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

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

City of Wyoming

Contractor: Brink Wood Products, Inc

By: _____
John Shay, City Manager

By: 
[Signature officer, director, or principal of Contractor]
Curtis J. Brink, President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 2/11, 2025. 6

Approved as to form: 

Gregory T. Stremers, City Attorney



1175 76th St. SW, Byron Center, MI 49315
Phone (616) 878-9190
Fax (616) 878-0012
www.brinkwoodproducts.net

February 13, 2026

RE: City of Wyoming Bid Contents

Bid/Proposal Form

Contract Form

ASTM F1951 Testing Report

Samples of Shredded Bark and Playground Mulch

BID/PROPOSAL FORM

Shredded Bark and Wood Chips

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

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

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

If yes, DUNS #: 092948546

Are you, or the business owner related to an elected official or employee of the City?
If yes, list individuals' name(s) and relationship(s):

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

Is the bidder a:

YES

NO

Woman Owned Company?

Minority Owned Company?

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

Brink Wood Products, Inc.

BID/PROPOSAL FORM, CONTINUED

State bid price for the following shredded bark and wood chips delivered in minimum truckload quantities, to **any City building, facility, property and job site in the City of Wyoming**, as per the bid specifications included herein:

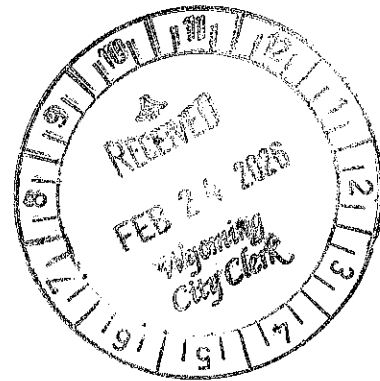
Bark Description	Bid Price (cu. yd.)	Bid price to blow wood chips into location (cu. yd.)	Minimum Truckload Per Delivery (no delivery charges)	Delivery Charge for Deliveries Under the Minimum Truckload
Hardwood (Brown) Shredded Bark	\$18.30		30 yards	\$55.00
ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$16.35		30 yards	\$55.00

State number of days require for deliveries from date of receipt of orders: 4 days

State bid price for the following shredded bark and wood chips delivered in minimum truckload quantities, to the **City of Wyoming Drinking Water Plant, 16700 New Holland, Holland, Michigan**, as per the bid specifications included herein:

Bark Description	Bid Price (cu. yd.)	Bid price to blow wood chips into location (cu. yd.)	Minimum Truckload Per Delivery (no delivery charges)	Delivery Charge for Deliveries Under the Minimum Truckload
Hardwood (Brown) Shredded Bark	\$18.30		30 yards	\$75.00
ADA Approved Playground Wood Chips (Engineered Wood Fiber)	\$16.35		30 yards	\$75.00

State number of days require for deliveries from date of receipt of orders: 4 days



Bid Proposal Form Continued

Brink Wood Products, Inc.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

Jill Bosma
[Signature for proponent]

Jill Bosma, Administrative Assistant

[Printed name and title of person signing]

Curt Brink
[2nd signature for proponent]

Curt Brink, Owner

[Printed name and title of 2nd person signing]

Date signed: 2/11/26

1175 - 76th Street, SW

[Proponent's street address]

616-878-9190

[Proponent's business phone]

Byron Center, MI 49315

[City]

[State]

[Zip]

Jill - 616-648-5726

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

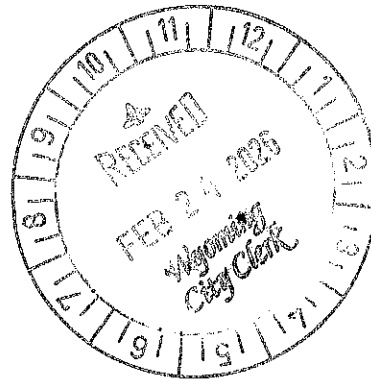
Curt - 616-293-2286

jill@brinkwoodproducts.net

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

Corporation - Michigan

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



**Beneficial
Designs
Inc.**

5858 Empire Grade
Santa Cruz CA 95060
831.429.8447
831.423.8450 fax

Surface Testing Report - ASTM F 1951 - 99

Standard Specification for Determination of Accessibility of
Surface Systems Under and Around Playground Equipment

SUMMARY OF RESULTS

Beneficial Designs, Inc. received a surfacing sample from Brink Wood Products, Inc. classified as wood chips with the brand name Brinkwood. This sample of Brinkwood met the maneuverability performance requirements of ASTM F 1951-99.

Report prepared by:


Denise Chesney, Director of Research

21 September 1999

Date

TEST SPECIMEN

Manufacturer Brink Wood Products, Inc.

Name Brinkwood

Type wood chips

Source unknown

Mfr's lot no. unknown

Date of manufacture 7/22/99

Thickness 12 in.

TEST DATE

24 August 1999

TESTING CONDITIONS

Surface water content 10.4 %

Surface temperature 80 deg F

Atmospheric temperature 82 deg F

Relative humidity 36 %

INSTALLATION, LEVELING & COMPACTION

Four inches of Brinkwood was installed over geotextile fabric and 2-inch drain rock, then wetted and compacted. A second 4-inch layer of Brinkwood was added, wetted and compacted using a vibrating plate compactor to a total depth of 6 inches. A third 4-inch layer of Brinkwood was added, wetted and compacted to a total depth of 9 inches. A final 4-inch layer of Brinkwood was added, wetted and compacted for a total depth of 12 inches.

Prior to testing, the surface was leveled by placing a large piece of plywood down on the surface and having a person jump systematically across the entire area.

Prior to each test trial, the surface was leveled using a 1 ft. by 1 ft. square tamper.

TEST WHEELCHAIR & RIDER

Manufacturer Sunrise Medical/Quickie

ID no. none

Model Quickie II

Weight 33.2 lb.

Weight of test wheelchair rider 165 lb.

Front-to-rear weight distribution
of wheelchair-rider system 41 % - 59 %

WHEELCHAIR WORK MEASUREMENT METHOD RESULTS

Straight Propulsion on Brinkwood

	Work per meter (N*m)	Trial Time (sec)
Trial 1	73.7	6.1
Trial 2	52.2	7.3
Trial 3	49.6	7.1
Trial 4	64.3	7.0
Trial 5	68.6	7.1

Average work per meter (n=3) = 61.7 N*m

Turning on Brinkwood

	Work per meter (N*m)	Trial Time (sec)
Trial 1	38.6	7.7
Trial 2	34.1	7.4
Trial 3	38.8	7.4
Trial 4	35.5	7.5
Trial 5	43.1	7.2

Average work per meter (n=3) 37.6 N*m

Straight Propulsion on 7.1% Ramp*

	Work per meter (N*m)	Trial Time (sec)
Trial 1	69.6	7.4
Trial 2	70.9	8.0
Trial 3	69.7	7.7
Trial 4	69.2	7.3
Trial 5	67.4	7.6

Average work per meter (n=3) 69.5 N*m

* Hard smooth surface with grade of 7.1+/-0.2% (1:14)

Turning on 7.1% Ramp*

	Work per meter (N*m)	Trial Time (sec)
Trial 1	52.8	6.6
Trial 2	50.8	6.6
Trial 3	51.6	6.6
Trial 4	50.6	6.5
Trial 5	52.7	7.1

Average work per meter (n=3) 51.7 N*m

Straight Propulsion Work Ratio 0.888

Turning Work Ratio 0.728

Work ratio = Avg. work on surface / Avg work on 7.1% ramp. If both the straight propulsion and turning work ratios are less than 1.00, the surface system meets the performance requirements of F 1951-99.