CITY OF WYOMING

WY | MI

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AGENDA
WYOMING CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, APRIL 20, 2026, 7:00 P.M.

1) **Call to Order**
2) **Invocation –** Vanessa Alvarez, Amazing Church Michigan
   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 April 6, 2026, Regular Meeting and April 13, 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 Consider a Brownfield Plan for Leedy Manufacturing Company
   7:02 p.m. To Consider the Necessity of Special Assessment #26-825 for the Kent Industrial Center Median Irrigation System and Maintenance Costs
   7:03 p.m. To Consider Use of the 2025 Edward Byrne Memorial Justice Grant Funds for Program Activities
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
      1. 2026 Arbor Day
10) **Petitions and Communications**
   a) Petitions
   b) Communications
11) **Reports from City Officers**
   a) From City Council
   b) From City Manager
12) **Budget Amendments**
   a) Budget Amendment No. 25 – To Appropriate an Additional $38,437 of Budgetary Authority for Act 302 Police Training and Recognize the Associated Revenue from the State of Michigan

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 Appoint and Reappoint Members to Boards, Commissions, and Committees for the City of Wyoming
b) To Appoint Julian Edouard as a Member of the Economic Development Corporation/Brownfield Redevelopment Authority for the City of Wyoming
c) Of Appreciation to Krashawn Martin for Her Service as a Member of the Greater Wyoming Community Resource Alliance of the City of Wyoming
d) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certification for LOK Grips in Industrial Development District No. 269
e) To Set a Public Hearing on the Proposed Special Assessment Costs for the Kent Industrial Center Median Irrigation System and Maintenance Costs, Special Assessment Roll #26-825

14) Resolutions

f) To Approve City Employment for a Relative of a Council Member
g) To Approve the 2025 Edward Byrne Memorial Justice Assistance Grant Application
h) To Declare the Necessity of Special Assessment District #26-825 and Direct the City Treasurer to Prepare a Special Assessment Roll
i) To Approve Tax Sharing Agreement Between Kent County, the City of Wyoming Downtown Development Authority, and the City of Wyoming
j) To Approve an Amended Overall Development Plan of the Reserve at Rivertown Valley

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

k) To Award a Bid for Parks and Municipal Signs and Approve a Contract for Construction Oversight and Administration Services
l) To Accept a Proposal for Illuminated Sign Faces
m) To Approve and Authorize the City Manager to Sign an Amendment to the Land and Resource Engineering Contract for MDOT Certified Office Technical Services for the Burlingame Avenue Resurfacing Project
n) To Award a Bid for the 2026 Burton Street Reconstruction Project (Budget Amendment No. 26)
o) To Award a Bid for Wastewater Treatment Plant Primary Clarifier Improvements
p) To Accept a Proposal for Final Design and Engineering Services for a Second Raw Water Intake
q) To Award a Bid for the Drinking Water Plant Transfer Pumps 3 & 4 Replacement Project
r) For the Purchase of Miscellaneous Repair and Operating Supplies
s) For Award of Bids
    1. Stainless Steel Clamp Couplings
    2. Gate Valves
    3. Brass Water Service and Meter Installation Materials & Water Meter Mountings
    4. Heating Boiler Replacement Project
    5. Uniform Clothing, Cold Weather Gear, and Service Award Items
    6. Power Distribution Units

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 Cuidad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horasantes de la reunion para hacer arreglos para el alojamiento apropiado.

PROCLAMATION

CELEBRATION OF ARBOR DAY 2026

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planning of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, the City of Wyoming, does hereby proclaim May 2 as Arbor Day 2026 in the City of Wyoming, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, the City of Wyoming urges all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

_____

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan

CITY OF WYOMING BUDGET AMENDMENT

Date: April 20, 2026 **Budget Amendment No. 025**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional $38,437 of budgetary authority for Act 302 police training and recognize the associated revenue from the State of Michigan.

Description/Account Code	Current	Increase	Decrease	Amended
Public Safety Fund				
State Grants - Public Safety Act 302				
205-543.100	$ 19,011.00	$ 38,437.00	$ -	$ 57,448.00
Police - Act 302 Training - Travel and Training				
205-301-32100-860.000	$ 19,011.00	$ 38,437.00	$ -	$ 57,448.00
Fund Balance/Working Capital (Fund 205)		$ -	$ -	

Recommended: Jodi Yenchar
Finance Director

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

04/20/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION TO APPOINT AND REAPPOINT MEMBERS TO BOARDS, COMMISSIONS, AND COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. It is the desire of the City Council that members are appointed, and reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to appoint Deputy Finance Director Carrie VanderVeen to replace City Manager John Shay as the City Manager Designee on the Greater Wyoming Community Resource Alliance.
2. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the terms so stated.

BOARD, COMMISSION OR COMMITTEE	TERM ENDING
Greater Wyoming Community Resource Alliance	
Jeff Koeze	01/01/2029

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 April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

04/20/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION TO APPOINT JULIAN EDOUARD AS A MEMBER OF THE ECONOMIC DEVELOPMENT CORPORATION/BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in an unexpired term ending February 13, 2027, on the Economic Development Corporation/Brownfield Redevelopment Authority.
2. Mayor Vanderwood has recommended that Julian Edouard be appointed as a member of the Economic Development Corporation/Brownfield Redevelopment Authority for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Julian Edouard to the Economic Development Corporation/Brownfield Redevelopment Authority for the unexpired term ending February 13, 2027.

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 April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

04/20/26
Clerk/DC

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO KRASHAWN MARTIN FOR HER SERVICE AS A MEMBER OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE OF THE CITY OF WYOMING

WHEREAS:

1. Krashawn Martin has served faithfully and effectively as a member of the Greater Wyoming Community Resource Alliance since 2022.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and residents of the City of Wyoming wish to express their deep appreciation to Krashawn Martin for her dedicated service as a member of the Greater Wyoming Community Resource Alliance.

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 April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

04.20.26
CED/JE

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATION FOR LOK GRIPS IN INDUSTRIAL DEVELOPMENT DISTRICT NO. 269

WHEREAS:

1. The City established Industrial Development District 269, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 21235 on November 17, 2003.
2. Lok Grips has filed an application to receive an Industrial Facilities Exemption Certification under Act 198 with respect to expanding their facility located within Industrial Development District 269.
3. Lok Grips seeks to rehabilitate the existing facility with an estimated cost of $4,629,286.00 for real property to be located at 1355 Gezon Parkway, Wyoming, Michigan.
4. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Lok Grips for an Industrial Facilities Exemption Certifications shall be held at 7:02 p.m. on Monday, May 4, 2026 in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

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 April 20, 2026

_____
Kelli A. VandenBerg, Wyoming City Clerk

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

Resolution No. _____

STAFF REPORT

Date: April 6, 2026

Subject: Lok Grips, 1355 Gezon Parkway

From: Julian Edouard, Economic Development Specialist

CC: Nicole Hofert, Deputy City Manager

Meeting Date: April 20, 2026

RECOMMENDATION

Staff recommend that a twelve (12) year IDD certificate be granted Lok Grips, 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

Lok Grips is a is a precision manufacturing company that designs and produces CNC-machined firearm components and accessories. The company was founded in 2014 and has conducted business in Wyoming since 2024. Lok Grips has proposed an expansion of 18,000 square feet of manufacturing space at their current 14,000 square foot facility at 1355 Gezon. Staff have reviewed the IFT application, which is summarized below:

Address of Project:	1355 Gezon Parkway SW Wyoming, MI 49519
Personal Property:	$3,693,332
Real Property:	$935,954
Estimated Jobs:	34 current jobs 12 new jobs
Starting date of project:	06/01/2026
End date of project:	04/15/2027

PROJECT SUMMARY:

Lok Grips' facility operates advanced CNC machining centers, robotics, and automated manufacturing systems to produce high-quality metal and composite products. The proposed project includes construction of an approximately 18,000 square foot expansion and investment in additional CNC machining equipment and automation systems to increase production capacity and create additional manufacturing and support jobs.

ATTACHMENTS:
Resolution
Legal Description

EXHIBIT A

Legal Description – Lok Grips

Address: 1355 Gezon Parkway, Wyoming, MI

Tax Parcel No.: 41-17-35-300-041

Legal Description:

PART OF SW 1/4 COM AT W 1/4 COR TH S 89D 36M 50S E ALONG E&W 1/4 LINE 1531.49 FT TO E LINE OF W 205 FT OF NE 1/4 SW 1/4 TH S 1D 26M 30S E ALONG SD E LINE 200.0 FT TO BEG OF THIS DESC - TH S 89D 36M 50S E 261.0 FT TH S 1D 26M 30S E 422.47 FT TO NLY LINE OF GEZON PKWY TH WLY ALONG NLY LINE OF SD PKWY 12.95 FT ON A 760 FT RAD CURVE TO RT /LONG CHORD BEARS S 89D 54M 48S W 12.95 FT/ TH N 89D 35M 55S W ALONG NLY LINE OF SD PKWY 248.05 FT TO E LINE OF W 205 FT OF NE 1/4 SW 1/4 TH N 1D 26M 30S W ALONG SD E LINE 422.51 FT TO BEG * SEC 35 T6N R12W 2.53 A

04/20/2026
TS

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING ON THE PROPOSED SPECIAL ASSESSMENT COSTS FOR THE KENT INDUSTRIAL CENTER MEDIAN IRRIGATION SYSTEM AND MAINTENANCE COSTS, SPECIAL ASSESSMENT ROLL #26-825

WHEREAS:

1. The City Council previously established Special Assessment District #23-816 to defray the costs of median maintenance within the Kent Industrial Center Plats and adopted special assessment amounts for the years 2023–2027.
2. Resolution 27681 accepted the original special assessment roll based on cost estimates and apportionment formulas provided by the Kent Industrial Center Association of Property Owners and incorporated into the City's resolutions.
3. The Association has notified the City that actual maintenance and irrigation system costs have significantly increased.
4. The Association has reviewed updated cost estimates and recommends a supplemental one-year assessment in the total amount of $102,000.00 for the 2026 tax year.
5. All other terms of the special assessment, including district boundaries and parcel apportionment formulas, remain in accordance with the original assessment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The proposed assessment roll #26-825 shall be filed with the City Treasurer for public examination.
2. The City Council will hold a public hearing during its regular meeting on May 4, 2026, at 7:03 p.m., to hear from owners of parcels to be assessed on the proposed revised roll.
3. Staff are directed to provide notice of the time and place of the hearing:
    a. Published once in the Grand Rapids Press, not less than 5 days prior to the hearing; and
    b. Sent by first-class mail to each property owner subject to the assessment at least 10 days prior to the hearing.

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 April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report

CITY OF WYOMING | TREASURER

1155 28th Street SW, Wyoming, MI 49509
616.530.7278 | Fax 616.530.3177 | wyomingmi.gov

Date:	April 14, 2026
Subject:	Kent Industrial Center Special Assessment
From:	Traci Shaffer, Treasurer
CC:	John Shay, City Manager
Meeting Date:	April 20, 2026

RECOMMENDATION:

It is recommended that the City Council approve the resolution to schedule a public hearing for the proposed special assessment costs for the Kent Industrial Center median irrigation system and maintenance costs for Roger B Chaffee Memorial Boulevard medians.

ALIGNMENT WITH STRATEGIC PLAN:

- Maintaining the landscaped medians within the Kent Industrial Center supports the appearance and functionality of one of the City's primary industrial areas.
- Reallocating the increased costs to benefiting properties ensures fairness and compliance with the governing documents.

DISCUSSION:

The City Council previously approved multi-year special assessments for maintenance within the Kent Industrial Center. The Association has informed the City that existing amounts adopted under Resolution 27681 are insufficient due to increased costs. The Association Treasurer has reviewed the updated estimates with the Association members and determined that a supplemental one-year assessment of $102,000.00 is necessary to complete maintenance projects for the Roger B. Chaffee median. All other terms of the original special assessment will remain in place through August 31, 2027. The attached resolution initiates the statutory process to establish special assessments and confirm the roll.

BUDGET IMPACT:

The one-year special assessment remains budget-neutral. Postage and mailing costs will be billed directly to the Kent Industrial District Association.

04/20/2026
Human Resources /LAV

RESOLUTION NO._____

RESOLUTION TO APPROVE CITY EMPLOYMENT
FOR A RELATIVE OF A COUNCIL MEMBER

WHEREAS:

1. The City of Wyoming received an application from Vayda Vanderwood to serve in a Seasonal Parks Maintenance position for Parks and Recreation, and Ms. Vanderwood has met the requirements and qualifications for this position.
2. Vayda Vanderwood's grandfather, Kent Vanderwood, serves as the Mayor, an elected official of the City of Wyoming.
3. Under Section 5.13 of the City Charter, relatives of elective or appointive officers may hold an appointive office or employment during the terms of office of those elective or appointive officers only if the City Council unanimously determines it is in the best interests of the City for them to do so.

NOW, THEREFORE, BE IT RESOLVED:

1. It is in the best interest of the City for Vayda Vanderwood to serve in a Seasonal Parks Maintenance position for Parks and Recreation.

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

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
City Charter Sec. 5.13

Sec. 5.13. - Antinepotism.

Unless the Commission shall, by unanimous vote, which vote shall be recorded as part of its official proceedings, determine that the best interests of the city shall be served, the following relatives of any elective or appointive officer are disqualified from holding any appointive office or employment during the term for which said elective or appointive officer was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouses of any of them. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election of any elective official.

04/20/2026
Police/TEP

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION

WHEREAS:

1. The application for the Edward Byrne Memorial Justice Assistance Grant in the amount of $33,574 has been reviewed.
2. Grant funds would be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
3. A public hearing has been held on this matter.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the 2025 Edward Byrne Memorial Justice Grant Application for program activities.

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

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
2025 Edward Byrne Memorial Justice Assistance Grant Application

CITY OF WYOMING | POLICE DEPARTMENT

2300 DeHoop Ave. SW, Wyoming, MI 49509
616.530.7309 | wyomingmi.gov

STAFF REPORT

Date: April 7, 2026

Subject: 2025 Edward Byrne Memorial Justice Assistance Grant

From: Captain Timothy Pols

CC: Chief Kip Snyder

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended City Council authorize submission of the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) application in the amount of $33,574.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
  - GOAL 1 – Implement and adopt more proactive public safety initiatives.
- PILLAR 3 – Stewardship
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Edward Byrne Memorial Justice Assistance Grant—commonly referred to as the Byrne Grant—is a federal program designed to assist law enforcement agencies with funding for equipment, technology, and initiatives that would otherwise be difficult to support within existing budgets. The Police Department has successfully utilized this grant for many years to enhance operations and ensure the delivery of effective and modern public safety services.

For FY25, the Police Department is eligible to receive $33,574 in Byrne Grant funding. There is no local match requirement, and the funds allow us to implement strategies and acquire equipment that directly support safety, mobility, and accessibility at trail systems and large-scale community events.

This year, the Police Department proposes to use Byrne Grant funding to acquire and upfit a street-legal Utility Task Vehicle (UTV) to enhance patrol operations and emergency response capabilities on the City's expanding non-motorized trail network. Wyoming recently added 4.6 miles of new trails, and at times officers are called upon to respond to incidents along existing trail systems, parks, and special event venues where traditional patrol vehicles cannot safely or quickly access due to bollards, narrow features, and terrain constraints.

UTV Acquisition and Upfitting:
The proposed UTV would provide rapid mobility in areas that are otherwise difficult to reach, improving officer response times to medical emergencies, disturbances, and service calls along trails and in parks. It would also serve as an operational platform during large community events—including Metro Cruise, National Night Out, parades, cleanup events, and various Parks and Recreation activities—where pedestrian volume and space limitations reduce the effectiveness and safety of standard patrol vehicles.

Additionally, specialized units including the Drone Team, K-9, Tactical Team, Tactical Bike Team, Community Services Unit, and Forensic/Crime Scene personnel would benefit from the ability to move equipment and personnel efficiently across large or restricted-access areas. The UTV's enclosed cab, street-legal features, lighting, and storage options ensure year-round usability.

This equipment purchase represents a cost-effective, multi-purpose tool that supports public safety operations, strengthens community engagement, and increases operational reach across the City's growing trail and park assets.

As required under Byrne Grant guidelines—and consistent with our longstanding practice—the City will provide the public with an opportunity to review the proposed grant application and offer comments prior to submission.

BUDGET IMPACT:

There is no immediate budget impact associated with authorizing the submission of the FY25 Byrne Grant application. If awarded, the Police Department anticipates the following expenditures:

Item	**Estimated Cost**
Street-Legal UTV	$32,747–$34,108
Police Livery	$2,500
Emergency Lighting & Siren Package	$2,500
First Aid & Patrol Equipment	$1,000
Estimated Total Project Cost	**$38,747-$40,108**
Less FY25 Byrne Grant Funds	$33,574
Total Anticipated Cost to the City	**$5,273-$6,534**

The above estimates are based on quotes provided by reputable vendors.
Future staff reports will be submitted subsequent to public comment and if the grant is awarded.

Attachments:

2025 Edward Byrne Memorial Justice Assistance Grant Application

City of Wyoming (MI) Police Department
Captain Timothy Pols tim.pols@wyomingmi.gov

PROJECT NARRATIVE: O-BJA-2025-172542 (2025 BYRNE JAG GRANT)

Proposal Abstract:
The City of Wyoming intends to utilize the 2025 Edward Byrne Memorial Justice Assistance Grant to purchase and upfit a street-legal utility task vehicle (UTV) for public safety patrols on 4.6 miles of newly developed non-motorized trails and the broader trail/park network, and to support operations at large community events where standard patrol vehicles cannot safely or efficiently operate. The project equips the UTV with full law enforcement lighting, siren, and livery, plus storage for first aid and patrol gear, enabling rapid response to medical incidents, improved mobility for supervisors and specialized units, and enhanced engagement with trail users and event attendees. The UTV's narrow width and agile handling allow access past bollards and tight trail features that impede standard vehicles, while an enclosed cab and seasonal equipment support year-round operations. Expected outcomes include reduced response times on trails, increased high-visibility patrol hours in parks and at events, and safer movement of personnel, equipment, and injured persons from hard-to-reach locations. No subawards are anticipated.

DESCRIPTION OF THE ISSUE:

The City of Wyoming has expanded its non-motorized trail system by 4.6 miles, increasing foot and bicycle traffic on corridors that are physically constrained by bollards, narrow bridges, and tight turns that impede standard patrol vehicles. This environment complicates incident access, equipment transport, and the safe removal of injured or detained individuals. Current options—foot response from trailheads or attempting access with patrol SUVs—are inefficient, limit the movement of personnel and equipment, and can delay care or enforcement. Neighboring agencies (Grand Rapids Police Department and Kent County Sheriff's Office) have adopted UTVs for similar needs, underscoring regional operational demand.

PROJECT DESIGN AND IMPLEMENTATION:

Procurement & Upfitting: Acquire one street-legal UTV (e.g., Can-Am Defender Max or Polaris Ranger Crew XP 1000), install law-enforcement lighting and siren, full police livery, and secured storage for first aid and patrol gear. The City of Wyoming is committed to fiscal responsibility and transparency. All purchases will adhere to the City's stringent procurement policies, including competitive bidding and a multi-step approval process that concludes with a vote by the City Council. For more detailed financial information, please refer to the budget worksheet and narrative.

Deployment: Patrol new and existing trails (Kent Trails System, Indian Mounds), parks, and large community events (e.g., Metro Cruise, National Night Out, parades), focusing on high-foot-traffic areas inaccessible to standard vehicles.

Operations: Support specialized units—Supervisors (event mobility), Drone/UAS team (equipment transport/charging), K-9 (training/tracks), Tactical (perimeter movement), Tactical Bike Team (support/supervision), CSU/FSU (scene access).

City of Wyoming (MI) Police Department
Captain Timothy Pols tim.pols@wyomingmi.gov

Training: Provide familiarization and safety training for operators (internal curriculum and/or MI DNR ORV courses); maintain seasonal operations with cab heater/defrost.

Coordination: Engage internal stakeholders (Patrol, Community Services, Public Works) and coordinate with city partners to deconflict event routes and trail operations.

CAPABILITIES AND COMPETENCIES

The Wyoming Police Department has the administrative capacity to manage procurement, asset tracking, and grant reporting. The Administrative and Investigative Services Bureau Captain will oversee implementation and PMT data; Fiscal staff will manage quarterly financials; Public Works will assist upfitting and maintenance; unit supervisors will coordinate deployments. The agency will collect and report required performance measures per JAG guidance (PMT + performance reports), adhering to civil rights and financial management standards. (Performance measures & compliance specified by NOFO.)

PLAN FOR COLLECTING THE DATA REQUIRED FOR THIS SOLICITATION'S PERFORMANCE MEASURES

We will document each phase of the project, including product selection, procurement method (bidding or sole sourcing), implementation, and deployment timeline. We will track patrols on trails, number of events supported, and overall deployments.

April 20, 2026
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RESOLUTION NO. _____

RESOLUTION TO DECLARE THE NECESSITY OF SPECIAL ASSESSMENT DISTRICT #26-825 AND DIRECT THE CITY TREASURER TO PREPARE A SPECIAL ASSESSMENT ROLL

WHEREAS:

1. The City Council previously established Special Assessment District #23-816 to defray the costs of median maintenance within the Kent Industrial Center Plats and adopted special assessment amounts for the years 2023–2027.
2. Resolution 27681 accepted the original special assessment roll based on cost estimates and apportionment formulas provided by the Association and incorporated into the City's resolutions.
3. The Association has notified the City that actual and projected maintenance and irrigation system costs have significantly increased.
4. The Association has reviewed updated cost estimates and recommends an additional one-year special assessment amount of $102,000 for the 2026 tax year.
5. The district boundaries and parcel apportionment formulas remain in accordance with the original assessment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council recognizes that the Association has requested a one-time supplemental special assessment due to increased maintenance and repair expenses.
2. The Treasurer is directed to prepare an Assessment Roll #26-825, reflecting one annual assessment totaling $102,000.00 for the 2026 tax years.
3. The proposed revised roll shall be filed with the City Clerk for public examination.
4. The City Council will hold a public hearing during its regular meeting on May 4, 2026, at 7:03 p.m., to confirm Special Assessment #26-825.
5. The City Treasurer is directed to provide notice of the time and place of the hearing:
    a. Published once in the Grand Rapids Press, not less than 5 days prior to the hearing; and
    b. Sent by first-class mail to each property owner subject to the assessment at least 10 days prior to the hearing.

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: April 20, 2026.

_____
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:
Exhibit A - Kent Industrial Association Letter of Request
Exhibit B - Proposed Assessment Roll
Exhibit C - Resolution 27681

CITY OF WYOMING | TREASURER

1155 28th Street SW, Wyoming, MI 49509
616.530.7278 | Fax 616.530.3177 | wyomingmi.gov

Date: April 8, 2026

Subject: Resolution Confirming Necessity of Special Assessment Roll #26-825

From: Traci Shaffer, Treasurer

CC: John Shay, City Manager

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended that the City Council approve the resolution to determine the necessity of the Special Assessment #26-825 for the Kent Industrial Center District.

ALIGNMENT WITH STRATEGIC PLAN:

- Maintaining the landscaped medians within the Kent Industrial Center supports the appearance and functionality of one of the City's primary industrial areas.
- Reallocating the increased costs to benefiting properties ensures fairness and compliance with the governing documents.

DISCUSSION:

The City Council previously approved multi-year special assessments for maintenance within the Kent Industrial Center. The Association has informed the City that existing amounts adopted under Resolution 27681 are insufficient due to increased costs. The Association Treasurer has reviewed the updated estimates with the Association members and determined that a supplemental one-year assessment of $102,000.00 is necessary to complete maintenance projects for the Roger B. Chaffee median. All other terms of the original special assessment will remain in place through August 31, 2027.

BUDGET IMPACT:

The one-year special assessment remains budget-neutral. Postage and mailing costs will be billed directly to the Kent Industrial District Association.

CITY OF WYOMING

City Clerk | 1155 28th St. SW, Wyoming, MI 49509
616.530.7296 | Fax 616.530.7200 | wyomingmi.gov

Tuesday, April 7, 2026

Re: Notice of Public Hearing To Determine Necessity of a One-Time Special Assessment for Maintenance and Repair of the Roger B Chaffee Median in the Kent Industrial District

Dear Property owner/occupant:

Introduction: The City Council previously approved multi-year special assessments for maintenance within the Kent Industrial Center. The Association has informed the City that existing amounts adopted under Resolution 27681 are insufficient due to increased costs. The Association Treasurer has reviewed the updated estimates with the Association members and determined that a one-year assessment of $102,000.00 is necessary to complete maintenance projects for the Roger B. Chaffee median.

Legal Notice: The City Council intends to hold a public hearing to confirm a one-time annual assessment #26-825. The property you own will be specially assessed. A map and list of affected properties and associated assessments are available on the City's website at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Assessors-Office/Special-Assessment-Rolls , via email at treas_info@wyomingmi.gov or by calling (616)530-7280.

At its meeting on Monday, April 20, 2026, at 7:00 p.m., the City Council will hold a public hearing to determine the necessity of the proposed special assessment. 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. 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 assessment 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 Treasurer's Office at (616) 530-7280.

Sincerely,

Traci L. Shaffer, City Treasurer

CITY OF WYOMING
PUBLIC HEARING CONFIRM
SPECIAL ASSESSMENT ROLL #26-825

TO THE OWNERS OF THE LOTS AND PARCELS OF LAND INCLUDED WITHIN THE FOLLOWING PUBLIC IMPROVEMENT:

REPAIR AND MAINTENANCE OF THE ROGER B CHAFFEE MEDIAN WITHIN THE KENT INDUSTRIAL DISTRICT.

The Association of Kent Industrial District Property Owners has requested a one-time assessment to address the repair and maintenance of the Roger B Chaffee Boulevard median within the Kent Industrial District.

The City Council has caused plans and specifications and an estimate of the cost of the above-described project, together with certain recommendations, to be prepared and made by the City Manager and the same is on file with the City Treasurer for public examination.

During its meeting on Monday, **April 20, 2026** at **7:00 p.m**., the City Council will hold a public hearing to take public comments from interested persons affected by the proposed project. (A list of affected properties is available through the City Treasurer's Office or at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Assessors-Office/Special-Assessment-Rolls)

Those wishing to comment on this proposed 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 accommodations.

Traci L Shaffer, Wyoming City Treasurer

Kent Industrial Center Association of Property Owners

March 23, 2026

Ms. Traci Shaffer
City Treasurer
City of Wyoming, Michigan
Traci.Shaffer@wyomingmi.gov

Good morning, Traci,

I am writing this letter to confirm the discussion and thoughts of the property owners regarding the funding and completion of the projects in progress on the boulevard within the Kent Industrial Center.

The two primary projects that are currently on hold due to insufficient cash flow for 2026 are the underground landscape sprinkling system upgrade and the tree and shrub pruning. Both projects were expected to take approximately three to four years to complete but it has become apparent due to multiple factors such as cost increases to equipment yet to be purchased, that it will take much longer without an increase in association member funding.

At the annual meeting of members on March 5th 2026, various funding options were discussed which would allow a faster completion of the projects and reduce the overall cost by avoiding future project cost inflation. After discussion of the options the majority of members in attendance supported doing a special one-time dues assessment in 2026 that would be equal to each member's current annual assessment. This would generate a one-time receipt of funds of approximately $102,000. Combined with our projected annual cash surplus of approximately $15,000 to $20,000 generated from regular dues revenue, the Association would be able to complete between 80% to 90% of the two projects this year and we would finish the remainder utilizing surplus revenue in 2027.

Please let me know if you have any further questions.

Sincerely,

Daniel DeRyke

Treasurer / Interim President

Kent Industrial Center Association of Property Owners

Parcel Number	Property Address	Owner Name	Acreage	% of Total	Cost
41-18-18-326-001	200 32ND ST SE	TLW BUILDING ONE LLC	1.312	0.40%	409.22
41-18-18-326-010	3370 JEFFERSON AVE SE 3380	VERHOFF HOLDINGS LLC	1.377	0.42%	429.49
41-18-18-326-012	3420 JEFFERSON AVE SE	2002 GONZALEZ FAMILY TRUST	1.377	0.42%	429.49
41-18-18-326-016	3540 JEFFERSON AVE SE	SMV GROUP LLC	0.689	0.21%	214.90
41-18-18-326-017	3560 JEFFERSON AVE SE	JND WAREHOUSE LLC	1.377	0.42%	429.49
41-18-18-326-018	201 36TH ST SE	WEST MICHIGAN CREDIT UNION	1.722	0.53%	537.10
41-18-18-326-022	357 36TH ST SE	MING-YEN PROPERTY LLC	2.066	0.63%	644.40
41-18-18-326-023	230 32ND ST SE	GANO ENTERPRISES LLC	0.689	0.21%	214.90
41-18-18-326-024	240 32ND ST SE	KENT COMMERCE CENTER INC	0.689	0.21%	214.90
41-18-18-326-028	3303 LOUSMA DR SE	GOODALE FAMILY LLC	1.033	0.32%	322.20
41-18-18-326-029	3313 LOUSMA DR SE	STITCH LLC	1.105	0.34%	344.65
41-18-18-326-030	3323 LOUSMA DR SE	113 W MICHIGAN LLC	1.109	0.34%	345.90
41-18-18-326-032	3343 LOUSMA DR SE	WILLIAM L ZIMDAR TRUST	1.379	0.42%	430.12
41-18-18-326-033	3353 LOUSMA DR SE	3353 LOUSMA DR LLC	1.377	0.42%	429.49
41-18-18-326-034	3403 LOUSMA DR SE	FISK REEDS RE LLC	1.377	0.42%	429.49
41-18-18-326-035	3413 LOUSMA DR SE	CADILLAC NEW LMTD PRTNRSH	1.377	0.42%	429.49
41-18-18-326-036	3423 LOUSMA DR SE	3423 LOUSMA LCC	1.485	0.45%	463.18
41-18-18-326-039	3513 LOUSMA DR SE	3513 YAT SAT LLC	1.822	0.56%	568.29
41-18-18-326-041	3522 LOUSMA DR SE	TIGHT LINE LLC	3.622	1.11%	1129.72
41-18-18-326-042	3422 LOUSMA DR SE	INSURANCE RESOURCE GROUP	1.561	0.48%	486.88
41-18-18-326-043	3412 LOUSMA DR SE	KENT COMMERCE CENTER INC	1.561	0.48%	486.88
41-18-18-326-044	3417 ROGER B CHAFFEE SE	KENT COMMERCE CENTER INC	2.342	0.72%	730.48
41-18-18-326-045	3322 LOUSMA DR SE	KENT COMMERCE CENTER INC	1.404	0.43%	437.91
41-18-18-326-046	3312 LOUSMA DR SE	OAK STREET INVESTMENT GRADE NET	1.346	0.41%	419.82
41-18-18-326-047	3363 ROGER B CHAFFEE SE	GSI GRAND RAPIDS LLC	1.916	0.59%	597.61
41-18-18-326-048	3413 ROGER B CHAFFEE SE	KENT COMMERCE CENTER INC	4.016	1.23%	1252.61
41-18-18-326-049	3300 JEFFERSON AVE SE	COFFMAN LIVING TRUST, RICHARD & MAR	2.755	0.84%	859.30
41-18-18-326-054	3520 JEFFERSON AVE SE	QJ PROPERTIES LLC	1.377	0.42%	429.49
41-18-18-326-055	3433 LOUSMA DR SE	G & K SERVICES CO	2.443	0.75%	761.98
41-18-18-326-056	3503 LOUSMA DR SE	GOODALE FAMILY LLC	1.813	0.55%	565.48
41-18-18-326-060	3400 JEFFERSON AVE SE	BLACK'S ENTERPRISES LLC	0.585	0.18%	182.46
41-18-18-326-061	3410 JEFFERSON AVE SE	WIKOFF COLOR CORP OF S.C.	0.792	0.24%	247.03
41-18-18-326-065	3331 LOUSMA DR SE	ROOTED INVESTMENTS LLC	1.056	0.32%	329.37
41-18-18-326-066	3333 LOUSMA DR SE	ZIMDAR PROPERTIES INC	1.01	0.31%	315.02
41-18-18-326-068	3281 ROGER B CHAFFEE SE	GOODALE FAMILY LLC	9.243	2.83%	2882.93
41-18-18-326-069	3480 JEFFERSON AVE SE	PB & JB PROPERTIES LLC	2.066	0.63%	644.40
41-18-18-326-070	255 36TH ST SE	255 36TH ST LLC	4.149	1.27%	1294.09
41-18-18-326-071	330 32ND ST SE	VAN KOEVERING FAMILY LIM	4.132	1.26%	1288.79
41-18-18-390-001	3523 LOUSMA DR SE	AIRTECH PROPERIES I LLC	1.376	0.42%	429.18
41-18-18-390-002	3525 LOUSMA DR SE	BROWNING PROPERTIES LLC	1.376	0.42%	429.18
41-18-18-390-003	3529 LOUSMA DR SE	CSA PROPERTY HOLDINGS LLC	1.376	0.42%	429.18
41-18-18-451-003	405 36TH ST SE 425	H & M LEASING LLC	1.43	0.44%	446.02
41-18-18-451-005	507 36TH ST SE	GREEN CANE PROPERTY LLC	1.664	0.51%	519.01
41-18-18-451-006	459 36TH ST SE	TNT KALAMAZOO ENTERPRISES LLC	0.895	0.27%	279.15
41-18-18-451-007	475 36TH ST SE	NOBLE HEIGHTS REAL ESTATE VENTURES	0.895	0.27%	279.15
41-18-18-451-009	3535 ROGER B CHAFFEE SE	NOBLE HEIGHTS REAL ESTATE VENTURES	2.787	0.85%	869.28
41-18-18-451-011	3457 ROGER B CHAFFEE SE	3457 ROGER B CHAFFEE LLC	4.882	1.49%	1522.72
41-18-18-451-012	3513 ROGER B CHAFFEE SE	JFH PROPERTIES LLC	2	0.61%	623.81
41-18-18-476-006	3516 ROGER B CHAFFEE SE 3594	BLUEWATER CORPORATE CENTER LLC	9.324	2.85%	2908.20
41-18-18-476-007	551 36TH ST SE	SUSAN SIPHRON TRUST	1.399	0.43%	436.35
41-18-18-476-008	609 36TH ST SE	BAPTIST MID-MISSIONS	1.377	0.42%	429.49
41-18-18-476-012	799 36TH ST SE	CONSUMERS ENERGY	1.289	0.39%	402.05
41-18-18-476-013	3400 ROGER B CHAFFEE SE	STEPHENS PIPE & STEEL LLC	10.474	3.20%	3266.89
41-18-18-476-014	3470 ROGER B CHAFFEE SE	TIC INVESTORS CHAFFEE LLC	9.363	2.86%	2920.36
41-18-18-476-015	755 36TH ST SE	HOPE NETWORK WEST MICHIGAN	6.418	1.96%	2001.80
41-18-18-476-019	795 36TH ST SE	HOPE NETWORK WEST MICHIGAN	3.33	1.02%	1038.64

41-18-18-476-020	775 36TH ST SE 781	HOPE NETWORK WEST MICHIGAN	3.322	1.02%	1036.15
41-18-18-476-021	653 36TH ST SE	MORRISON INDUSTRIAL EQUIP	1.346	0.41%	419.82
41-18-18-476-022	701 36TH ST SE	701 36TH STREET LLC	0.564	0.17%	175.91
41-18-18-476-024	400 32ND ST SE	SRC SCHULTZ HOLDINGS LLC	1.708	0.52%	532.73
41-18-18-476-025	3300 ROGER B CHAFFEE SE	KELLANOVA MANUFACTURING LLC	11.522	3.52%	3593.77
41-18-19-126-011	370 36TH ST SE	MARTIN NANCY J	1.377	0.42%	429.49
41-18-19-126-012	400 36TH ST SE	FIDLER ENTERPRISES LLC	1.38	0.42%	430.43
41-18-19-126-013	3680 HAGEN DR SE	TEAM RENTAL LLC	1.809	0.55%	564.24
41-18-19-126-014	3720 HAGEN DR SE	GRAND RAPIDS INVESTMENTS LLC	1.227	0.38%	382.71
41-18-19-126-015	3770 HAGEN DR SE	PJR VENTURES LLC	2.114	0.65%	659.37
41-18-19-126-043	3714 JEFFERSON AVE SE	KENNEDY'S STORAGE DELIVERY LLC	1.033	0.32%	322.20
41-18-19-126-044	3760 JEFFERSON AVE SE	BTLM HOLDINGS LLC	1.724	0.53%	537.72
41-18-19-126-051	3685 HAGEN DR SE 3687	WOLFPACK PROPERTIES LLC	1.037	0.32%	323.45
41-18-19-126-052	260 36TH ST SE	260-JFH LLC	5.65	1.73%	1762.26
41-18-19-126-055	3650 JEFFERSON AVE SE	LUTZ ALICIA A	0.895	0.27%	279.15
41-18-19-126-057	3670 JEFFERSON AVE SE	CHILDS, KATIE	0.93	0.28%	290.07
41-18-19-126-058	3690 JEFFERSON AVE SE	HAYSEED PARTNERS LLC	0.93	0.28%	290.07
41-18-19-126-059	3721 HAGEN DR SE	BENTELER AUTOMOTIVE CORPORATION	15.161	4.64%	4728.79
41-18-19-126-060	290 36TH ST SE	260-JFH LLC	0.689	0.21%	214.90
41-18-19-126-061	300 36TH ST SE 320	WDM PROPERTIES LLC	1.477	0.45%	460.68
41-18-19-201-002	3707 ROGER B CHAFFEE SE	PREFERRED BEAR LLC	4.31	1.32%	1344.31
41-18-19-201-003	3741 ROGER B CHAFFEE SE	JFH PROPERTIES LLC	4.511	1.38%	1407.00
41-18-19-201-007	3903 ROGER B CHAFFEE SE	3903 ROGER B CHAFFEE LLC	3.905	1.19%	1217.99
41-18-19-201-010	440 36TH ST SE	STEINDLER & BECK LLC	0.877	0.27%	273.54
41-18-19-201-012	3685 ROGER B CHAFFEE SE	STEINDLER & BECK LLC	0.985	0.30%	307.23
41-18-19-201-014	3803 ROGER B CHAFFEE SE	W W GRAINGER INC	3.275	1.00%	1021.49
41-18-19-201-015	3829 ROGER B CHAFFEE SE	3829 ROGER B CHAFFEE LLC	2.306	0.71%	719.25
41-18-19-201-016	3859 ROGER B CHAFFEE SE	3859 ROGER B CHAFFEE LLC	2.798	0.86%	872.71
41-18-19-201-017	420 36TH ST SE	MANUAL BEAR LLC	1.573	0.48%	490.63
41-18-19-201-018	424 36TH ST SE	36 LLC	1.473	0.45%	459.44
41-18-19-201-019	3961 ROGER B CHAFFEE SE	3691 RBC LLC	2.273	0.70%	708.96
41-18-19-201-020	3993 ROGER B CHAFFEE SE	3993 ROGER CHAFFEE LLC	1.781	0.54%	555.50
41-18-19-204-002	3660 ROGER B CHAFFEE SE	SCHUPAN HOLDINGS-WYOMING LLC	1.687	0.52%	526.18
41-18-19-204-005	3750 ROGER B CHAFFEE SE	KELLANOVA MANUFACTURING LLC	5.359	1.64%	1671.50
41-18-19-204-006	3810 ROGER B CHAFFEE SE	DISTRIBUTION PROPERTIES II LLC	5.18	1.58%	1615.67
41-18-19-204-012	3910 ROGER B CHAFFEE SE	ABIATHAR MANAGEMENT LLC	3.77	1.15%	1175.88
41-18-19-204-015	3860 ROGER B CHAFFEE SE	RBC REALTY LLC	3.939	1.20%	1228.59
41-18-19-204-016	3870 ROGER B CHAFFEE SE	MICHIGAN POSTAL HOLDINGS LLC	2.366	0.72%	737.97
41-18-19-204-019	550 36TH ST SE	550 36TH ST SE LLC	0.689	0.21%	214.90
41-18-19-204-020	574 36TH ST SE	PAINTERS SUPPLY AND EQUIPMENT CO	0.964	0.29%	300.68
41-18-19-204-021	3970 ROGER B CHAFFEE SE 4010	SUSPA INC	10.541	3.22%	3287.79
41-18-19-204-022	3710 ROGER B CHAFFEE SE	SCHUPAN HOLDINGS-WYOMING LLC	3.244	0.99%	1011.82
41-18-19-204-023	650 36TH ST SE	500 GRANDVILLE LLC	7.152	2.19%	2230.74
41-18-19-226-010	700 36TH ST SE	VHL ENTERPRISES LLC	1.202	0.37%	374.91
41-18-19-226-015	3627 LINDEN AVE SE	CHRISTIANSEN FUNERAL HOME &	0.822	0.25%	256.39
41-18-19-226-016	3631 LINDEN AVE SE	MICHIGAN CREMATION COMPANY	0.376	0.11%	117.28
41-18-19-403-004	4203 ROGER B CHAFFEE SE	JLAN LLC	5.256	1.61%	1639.37
41-18-19-403-005	4245 ROGER B CHAFFEE SE	CHAFFEE INDUSTRIAL LLC	4.387	1.34%	1368.33
41-18-19-403-008	509 44TH ST SE	QUICK TIME 44TH LLC	1.24	0.38%	386.76
41-18-19-403-009	4005 ROGER B CHAFFEE SE	C & Z INVESTMENTS I LLC	3.096	0.95%	965.66
41-18-19-403-011	4309 ROGER B CHAFFEE SE	SROA 4309 ROGER B CHAFFEE MI LLC	5.401	1.65%	1684.60
41-18-19-403-012	485 44TH ST SE	ELLIOT MCKONE LLC	1.379	0.42%	430.12
41-18-19-403-013	4037 ROGER B CHAFFEE SE	POTTER DISTRIBUTING INC	3.199	0.98%	997.78
41-18-19-403-015	4101 ROGER B CHAFFEE SE	THE BOUMA CORPORATION	3.424	1.05%	1067.96
41-18-19-403-016	4131 ROGER B CHAFFEE SE	4131 PROPERTY LLC	2.851	0.87%	889.24
41-18-19-403-017	4181 ROGER B CHAFFEE SE	DEVROU LIMITED LLC	2.91	0.89%	907.64
41-18-19-406-007	4398 ROGER B CHAFFEE SE	LS MANAGEMENT GROUP LLC	1.206	0.37%	376.16

41-18-19-406-010	4220 ROGER B CHAFFEE SE	M & J LEGACY HOLDINGS LLC	3.847	1.18%	1199.90
41-18-19-406-011	4240 ROGER B CHAFFEE SE	4240 ROGER B LLC	3.179	0.97%	991.54
41-18-19-406-012	4200 ROGER B CHAFFEE SE	GOTTLIEB INVESTMENT CO	7.806	2.39%	2434.73
41-18-19-406-014	4050 ROGER B CHAFFEE SE	4050 ROGER B CHAFFEE	2.751	0.84%	858.05
41-18-19-406-015	4080 ROGER B CHAFFEE SE	JEFRIK PROPERTIES LLC	2.567	0.78%	800.66
41-18-19-406-016	4350 ROGER B CHAFFEE SE	BELROSE REAL ESTATE LLC	1.02	0.31%	318.14
41-18-19-406-017	4310 ROGER B CHAFFEE SE	THE HOME CITY ICE COMPANY	1.314	0.40%	409.84
41-18-19-451-019	441 44TH ST SE	44 MADISON LLC	1.17	0.36%	364.93
41-18-19-451-024	451 44TH ST SE	44 MADISON LLC	0.234	0.07%	72.99
41-18-19-451-025	463 44TH ST SE	44 MADISON LLC	1.327	0.41%	413.90
			327.023		$ 102,000.00

05.15.23
JS/City Manager

RESOLUTION NO. 27695

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #23-816 FOR ANNUAL MAINTENANCE COSTS FOR ROGER B CHAFFEE MEMORIAL BLVD MEDIANS

WHEREAS:

1. In 1969, Kent County incorporated the Kent Industrial Association of Property Owners (the **Association**) the members of which were owners of the parcels within the Kent Industrial Center Plat and the Kent Industrial Center Plat No. 2 (the **Plats**).
2. The Association's articles of incorporation provided for a governmental unit to specially assess apportioned maintenance costs for medians in Roger B. Chaffee Memorial Blvd. to the owners of parcels in the Plats as an alternative to the Association's billing and collection of those costs.
3. The Association requested that the city specially assess the apportioned maintenance costs as provided in its articles of incorporation.
4. The City Assessor prepared proposed Special Assessment Roll #23-816, a copy of which is attached as Exhibit A, to specially assess annual Roger B. Chaffee Memorial Blvd median maintenance costs for 5 years totaling $102,500.65 in 2023 and $102,004.65 in subsequent years to be apportioned using the following formula:

   For each parcel fronting on Roger B. Chaffee Drive to a depth from the front lot line of 400 feet – 3 units per acre, and

   For other property in the Plats – 1 unit per acre,

   Showing assessable costs of $165.00 per unit.
5. Earlier in this meeting, the City Council held a public hearing on proposed Special Assessment Roll #23-816, notice of which was given by mail and publication in accordance with applicable law and as directed by the City Council in Resolution No. 27681 adopted May 1, 2023, and considered all comments made at the public hearing or submitted in writing before its end.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Special Assessment Roll #23-816 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one annual installment on the Summer 2023 through 2027 real property tax bills for each parcel so that the single payment will be due and payable on August 31, 2023 and each August 31 thereafter to and including August 31, 2027 and, after each August 31, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolution and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

Moved by Councilmember: Arnoys
Seconded by Councilmember: DeKryger
Motion Carried Yes 7
No 0

I certify that this Resolution was adopted by the Wyoming, Michigan City Council at a regular meeting held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Exhibit A – Special Assessment Roll #23-816

STAFF REPORT

Date: May 8, 2023

Subject: Kent Industrial Center Special Assessment Roll #23-816 Public Hearing & Confirmation

From: Jennifer Stowell, City Manager's Office
Scott Smith, City Attorney

Meeting Date: May 15, 2023 City Council Meeting

RECOMMENDATIONS:

Adopt the Resolution Confirming Special Assessment Roll #23-816 for Annual Maintenance Costs for Roger B Chaffee Memorial Blvd Medians.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is advanced by providing for the maintenance of special amenities in segments of the community, such as the medians in Roger B. Chaffee Memorial Blvd. in a manner consistent with what is has historically been billed and collected by the Kent Industrial Center Association of Property Owners (the "Association").

Safety – The medians enhance traffic safety, especially with the volume of truck traffic in the Kent Industrial Center.

Stewardship – Those specially benefitting from the maintenance of the medians as declared in plat requirements for each parcel in the Kent Industrial Center Plats should pay for maintenance costs in accordance with the apportionment formula provided in those documents.

BUDGET IMPACT:

The special assessments will be budget neutral, especially with the costs of providing the special assessment notices being included in the assessed amount.

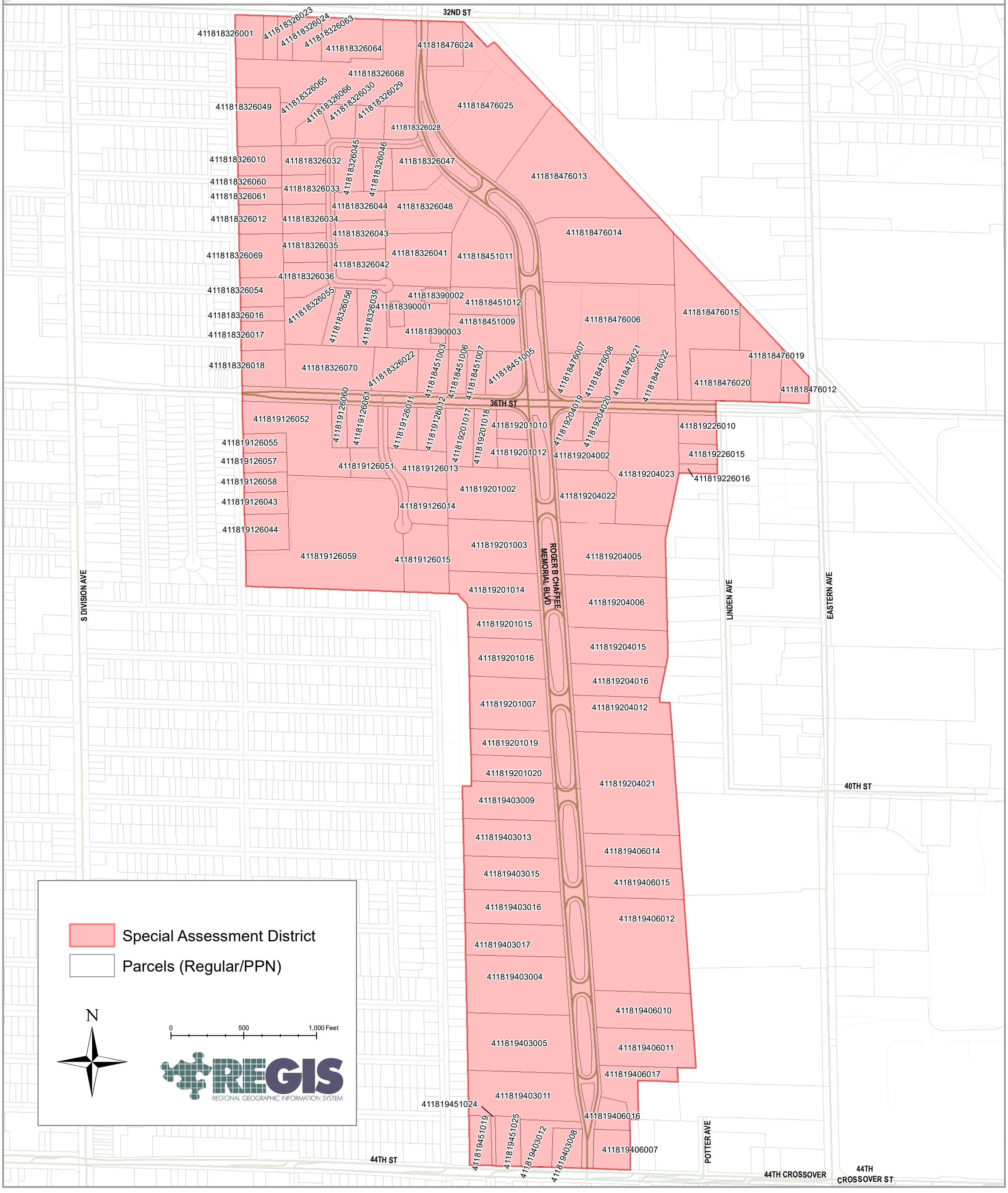
DISCUSSION:

What is now Roger B. Chaffee Memorial Blvd. was once the main runway for Kent County's airport that operated from 1919 until the mid-1960's. Beginning in 1966, Kent County platted that property as two Kent Industrial Center Plats. Soil was placed over parts of the runway to form the medians in Roger B. Chaffee Memorial Drive. At some points, holes were excavated and/or drilled in the runway under those islands for planting trees. An irrigation system was installed, and grass and other vegetation was planted. Annual median maintenance is labor intensive because the original irrigation system requires manually turning valves on and off and that system is beyond its anticipated useful life so replacement will be needed.

A recorded amendment to the covenants and restrictions covering Kent Industrial Center and Kent Industrial Center No. 2 requires payments by owners of property within the plats to pay costs determined by the Association's board of directors "to be necessary for the maintenance of landscaped buffer strips, medians, and entrances" allocated by a formula based on the number of units assigned each parcel. Therefore, the recorded records give all persons buying property in the plats notice of this obligation. Those recorded plat documents and the Association's articles of incorporation and bylaws, enable Association leaders to ask the city to specially assess the maintenance costs and they have done so.

The City Council established the special assessment district at its May 1, 2023 meeting. At that same meeting it accepted a proposed special assessment roll prepared by the City Assessor and scheduled a public hearing on that proposed special assessment roll for its May 15, 2023 meeting. After considering any comments made at or submitted in writing before the end of that public hearing, the Council will consider a resolution to confirm that special assessment roll.

City of Wyoming
Kent Industrial Center Special Assessment District



04.20.26
CED / JE

RESOLUTION NO. _____

RESOLUTION TO APPROVE TAX SHARING AGREEMENT AMONG KENT COUNTY, THE CITY OF WYOMING DOWNTOWN DEVELOPMENT AUTHORITY, AND THE CITY OF WYOMING

WHEREAS:

1. The City established the Downtown Development Authority (DDA) pursuant to Public Act 197 of 1975, as amended, MCL 125.1651 et seq.
2. The DDA has adopted a tax increment financing plan to capture ad valorem real and personal property taxes and specific taxes.
3. Public Act 57 of 2018, specifically MCL 125.4214, authorizes the DDA to enter into agreements with the City and other jurisdictions to share a portion of the captured asset value.
4. The City and Kent County have agreed to terms of a Tax Sharing Agreement (Agreement) for the DDA.
5. The DDA approved the Agreement at a regular meeting held on April 14, 2026.

NOW, THEREFORE, BE IT RESOLVED:

6. The DDA shall exempt from capture all tax-increment revenues generated from the levy of the Senior Services, Kent County Correctional Facility, Veterans Services, Zoo and Museum, and Ready by Five Early Childhood millages.
7. The Agreement shall remain in effect for ten (10) years from the effective date, so long as the DDA remains as an authority under Michigan law. The parties may renew for subsequent ten (10) year terms upon written agreement of the parties.
8. The Wyoming City Council authorizes the City Manager to sign the Agreement.

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 April 20, 2026

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT(s):
Wyoming DDA Tax Sharing Agreement with Kent County

Resolution No. _____

CITY OF WYOMING | CITY MANAGER

1155 28th Street SW, Wyoming, MI 49509
616.530.7272 | wyomingmi.gov

STAFF REPORT

Date: April 8, 2026

Subject: Tax Sharing Agreement with Kent County

From: John Shay, City Manager

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended City Council approve the Tax Sharing Agreement with Kent County and the Wyoming Downtown Development Authority.

ALIGNMENT WITH STRATEGIC PLAN:

Pillar: Stewardship

Goal 1: Strengthen and maintain the strong financial position of the City

DISCUSSION:

Kent County has a long-standing position that countywide special millages should not be captured by tax-increment financing authorities like the Wyoming Downtown Development Authority (DDA) since the voters approved these special millages for specific purposes unrelated to DDA activities. The DDA had previously captured tax revenues from Kent County's 1) general operating, 2) Correctional, 3) Senior Citizens, 4) Veterans, 5) Zoo/Museum, and 6) Ready by Five millages. In 1999, the City and County reached an agreement to exclude from capture by the DDA of the Correctional and Senior Citizen millages. In 2014, the City and County reached a similar agreement to exclude from capture by the DDA of the Veterans millage.

The DDA has continued to collect tax revenues from the Zoo/Museum (about $9,800 per year) and Ready by Five (about $5,500 per year) special millages in addition to capturing tax revenues from the County's general operating millage (about $92,000 per year). The City, County and the Wyoming DDA have drafted the attached Tax Sharing Agreement that would exclude from capture by the DDA of the two remaining special millages in return for the County agreeing to extend for an additional 10 years the DDA's ability to capture the County's general operating millage. Currently, the County could stop allowing its general operating millage to be captured when the DDA Plan

expires in 2029. The County has similar agreements with other municipalities. The proposed agreement will be presented to the DDA Board on April 14th and the Kent County Board of Commissioners on April 23rd.

BUDGET IMPACT:

This agreement will continue to allow the DDA to capture funds from Kent County's general operating millage to pay for improvements, such as new streetlights, in the DDA district.

TAX SHARING AGREEMENT

This Tax Sharing Agreement is made as among the City of Wyoming, a Michigan home rule city with offices at 1155 28th Street SW, Wyoming, MI 49509 (the "City"), the Downtown Development Authority of the City of Wyoming, a Michigan public body corporate with offices at 1155 28th St SW, Wyoming, MI 49509 (the "DDA"), and the County of Kent, a Michigan county with offices at 300 Monroe Avenue NW, Grand Rapids, MI 49503 (the "County").

RECITALS

A. The City established the DDA pursuant to Public Act 197 of 1975, as amended, MCL 125.1651 *et seq.* ("Act 197").
B. The DDA has adopted a tax increment financing plan to capture ad valorem real and personal property taxes and specific taxes.
C. Public Act 57 of 2018, specifically MCL 125.4214, authorizes the DDA to enter into agreements with the City and other taxing jurisdictions to share a portion of the captured asset value.
D. Because the DDA determines it to be in the best interests of the citizens of the City, the DDA wishes to share a portion of the captured asset value with the County as provided in this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Tax Sharing. Notwithstanding any provision to the contrary in the DDA's tax increment financing plan, the City and the DDA shall exempt from capture all tax increment revenues generated from the levy of the following voter-approved *ad valorem* taxes which the DDA would otherwise capture:
    a. The millage for senior services first approved by the County's electors on November 3, 1998, as may be renewed or replaced from time to time by a vote of the County's electors;
    b. The millage for the Kent County Correctional Facility first approved by the electors of the County on August 7, 1990, as may be renewed or replaced from time to time by a vote of the County's electors;
    c. The millage dedicated to Veteran's services first approved by the County's electors on November 4, 2014, as it may be renewed or replaced from time to time by a vote of the County's electors;
    d. The Zoo and Museum millage first approved by the County's electors November 1, 2016, as it may be renewed or replaced from time to time by a vote of the County's electors; and

e. The Ready by Five Early Childhood millage first approved by the County's electors on November 6, 2018, as it may be renewed or replaced from time to time by a vote of the County's electors.

2. Acknowledgments.
    a. Neither the City nor the DDA will seek reimbursement from the County for any tax-increment revenue not covered by any preceding Tax Sharing Agreement but nonetheless paid to the County.
    b. Other than as expressed in this Agreement, the County has no objection to the DDA's current downtown development and tax increment financing plan amended by Ordinance No. 21-13 adopted by the Wyoming City Council on January 6, 2014.
    c. In exchange for the City and DDA agreeing to the provisions of paragraph 1 above, the County agrees to allow the DDA to capture the general operating millage of the County in an amount equal to but not exceeding the amount of the City's operating millage captured by the DDA.
    d. The provision in paragraph (c) above applies even if the DDA's boundaries change, as long as such boundary revisions do not result in an increase in the number of DDA parcels subject to capture of the County's general operating millage.
    e. Any future tax-increment districts or authorities the City establishes will be reviewed by the County, which will act on each future district or authority in accordance with the County's then-current Economic Development Policy.
3. Effective Date. This Agreement shall take effect on the date all the parties approve this Agreement.
4. Term. This Agreement shall remain in effect for ten (10) years from the effective date, so long as the DDA remains as an authority under Michigan law. The parties may renew for subsequent ten (10) year terms upon written agreement of the parties.
5. Miscellaneous. This is the entire agreement between the parties regarding its subject matter. The Agreement between the parties dated July 7, 2014 is specifically superseded. This Agreement may not be modified or amended except in writing signed by the parties. The captions are for reference only and shall not affect its interpretation. The recitals are an integral part of the Agreement.

The parties have signed this Agreement as of the date first written above.

Signature appear on next page.

CITY OF WYOMING

By: _____

Its: _____

Date: _____

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF WYOMING

By: _____

Its: _____

Date: _____

COUNTY OF KENT

By: _____
Alan Vanderberg
Kent County Administrator / Controller

Date: _____

04/20/26
CM / CLZ

RESOLUTION NO._____

RESOLUTION TO APPROVE AN AMENDED OVERALL DEVELOPMENT PLAN OF THE RESERVE AT RIVERTOWN VALLEY

WHEREAS:

1. As detailed in the attached staff report, Granger Group submitted a written request dated March 19, 2026, to amend the Overall Development Plan of The Reserve at Rivertown Valley.
2. At the City Council Work Session on April 13, 2026, Granger Group presented the proposed amendments to the Overall Development Plan to the City Council.
3. It was the consensus of Council to approve Granger Group's request to amend the Overall Development Plan of The Reserve at Rivertown Valley as outlined in Granger Group's letter dated March 19, 2026, with the exception of converting the single-family owner-occupied houses in Phases 8 and 9 to a "pocket neighborhood" concept of 40 compact single-family rental homes.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council approves Granger Group's request to amend the Overall Development Plan of The Reserve at Rivertown Valley as follows:

   A. Non-motorized pathways: Reducing the extent of the trail pathways in wetland areas. All other pathways will be constructed using an asphalt finish to AASHTO standards. Construction of the remaining pathways to align with the construction of Phases 8 and 9.

   B. Pond cleanout: Granger will have the pond cleaned out by June 30, 2026. They will coordinate this work with the City's Engineering Department.

   C. Reserve Flats façade and landscaping improvements: Granger will complete these requirements for the Reserve Flats by June 30, 2026, as stipulated to in the site plan detailing required vinyl, veneer, and landscape upgrades at specific unit locations, titled "Proposed Exterior Revision – Sketch -002" dated 12/7/2022.

   D. Dog park: Granger will complete this work this spring.

   E. Tennis/pickleball courts: Granger will install courts that will be painted for both tennis and pickleball by May 31, 2026.

   F. Granger will install a playground and pavilion rather than a clubhouse by July 31, 2026. Granger will provide updated drawings to the City's Planning Department for review and approval. A building permit will be required for this work.

   G. Granger will convert the Reserve Flats apartments to site condominiums. Granger will submit this item to the Wyoming Planning Commission for their review and approval.

2. City Council authorizes the City Manager to sign that agreement and City staff are authorized and directed to implement it in accordance with its terms.

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: April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report

Resolution No._____

CITY OF WYOMING | CITY MANAGER

1155 28th Street SW, Wyoming, MI 49509
616.530.7272 | wyomingmi.gov

STAFF REPORT

Date: April 14, 2026

Subject: The Reserve at Rivertown Valley – Amendment to ODP

From: John Shay, City Manager

CC: Nicole Hofert, Deputy City Manager

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended City Council approve Granger Group's request to amend the Overall Development Plan of The Reserve at Rivertown Valley as outlined in Granger Group's letter dated March 19, 2026 with the exception of replacing the single-family owner-occupied homes in Phases 8 and 9 with a "pocket neighborhood" of 40 compact single-family house rental units.

ALIGNMENT WITH STRATEGIC PLAN:

Pillar: Community

Goal 4: Encourage more affordable housing in the City

DISCUSSION:

At the work session on April 13, 2026, Granger Group presented its request to amend the Overall Development Plan (ODP) as outlined in its letter dated March 19, 2026. It was the consensus of Council to approve Granger's request as follows:

1. Non-motorized pathways: Reducing the extent of the trail pathways in wetland areas. All other paths will be constructed using an asphalt finish to AASHTO standards. Construction of the remaining pathways to align with the construction of Phases 8 and 9.

2. Pond cleanout: Granger will have the pond cleaned out by June 30, 2026. They will coordinate this work with the City's Engineering Department.

3. Reserve Flats façade and landscaping improvements: Granger will complete these requirements for the Reserve Flats by June 30, 2026, as stipulated to in

the site plan detailing required vinyl, veneer, and landscape upgrades at specific unit locations, titled “Proposed Exterior Revision – Sketch -002” dated 12/7/2022.

4. Dog park: Granger will complete this work this spring.

5. Tennis/pickleball courts: Granger will install courts that will be painted for both tennis and pickleball by May 31, 2026.

6. Granger will install a playground and pavilion rather than a clubhouse by July 31, 2026. Granger will provide updated drawings to the City’s Planning Department for review and approval. A building permit will be required for this work.

7. Granger will convert the Reserve Flats apartments to site condominiums. Granger will submit this item to the Wyoming Planning Commission for their review and approval.

The Council did not agree to the proposed changes to Phases 8 and 9 in which the single-family houses would be replaced with a “pocket neighborhood” concept of 40 compact single-family home rental units. The Council would like to see Granger notify the surrounding residents of this proposed change and provide the opportunity for them to appear before Council at a public hearing to express their views on this proposed change. Based on the outcome of the public hearing, the Council would then either approve or reject this specific request. Granger will review this and notify the City of its position at a later date.

BUDGET IMPACT:

None.

Attachment(s): Granger Group’s letter dated March 19, 2026

GRANGER
INVESTMENT | MANAGEMENT | DEVELOPMENT

March 19, 2026

City of Wyoming, Michigan
Community and Economic Development
1155 28th Street SW
Wyoming, MI 49509
Attn: Nicole Hofert

Re: TMGB Wilson, The Reserve Amenities Package - Response Letter

Dear Nicole and Paul,
Thank you for your patience in our response to your letter dated February 18, 2025. Luckily, we have been busy with numerous projects, including preparing for the Amenities project detailed below. Thank you for being willing to come to the table and get creative on alternate options for the residential amenities at The Reserve at Rivertown Valley residential development. In summary, we are happy to agree to your conditions outlined in the letter dated February 18, 2025. We have missed some deadlines outlined in your letter and have provided updated deadlines for your use that are obtainable.

We are also exploring alternative options for the remainder of the development. This letter will serve as a holistic update on the plans and future intentions within the development.

Amenities Update:

1. Non-Motorized Trail Pathways
   Granger Group commits to building the reduced non-motorized trail pathways per AASHTO standards, using an asphalt finish, as required by the city and consent judgment. Since the trails are impacted by wetlands, we request that the city allow the construction to align with the construction of Phases 8 and 9. An EGLE permit will be required, with the possibility of wetland credits being purchased. Per guidance from EGLE, these projects should run together.

2. Pond Cleanout
   Schippers Excavating will be performing the pond cleanout as required by the city. While the deadline was June 30, 2025, we commit to having this completed by June 30, 2026. Please see a copy of the signed contract and timeline provided by the contractor (Schippers Excavating).

3. Reserve Flats Façade & Landscaping Improvements
   Granger Group commits to replacing the façade and meeting landscaping requirements for the Reserve Flats by June 30, 2026.

4. Dog Park
   The dog park will be completed by March 31, 2026. Please see the signed contract attached and the start date per the contractor (Superior Fence and Rail).

Other general updates to the amenities and timelines:

5. Tennis Courts
   There are various vendors constructing tennis/pickleball courts:
   - Schippers Excavating – Work Complete
   - Spartan Sports Services – We have signed a contract with Spartan Sports Services. Spartan Sports Services cannot paint until the weather is consistently 40 degrees. The Reserve is first on their list of projects to complete next spring. Completion is expected by May 31, 2026
   - Superior Fence and Rail – Partially installed – installation scheduled to be completed by April 10th 2026.
6. Clubhouse
   - Per our November 19th, 2025, meeting, TMGB Wilson (Granger Group) would like to substitute the clubhouse for a playground and pavilion.
   - A letter was issued to the HOA members dated December 1, 2025, detailing the proposed changes and requesting feedback via an online survey. Please see the letter and updated plan attached to this letter.
   - Feedback has been supportive. Please see the attached survey results and comments.
   - If accepted by the City, the playground, swing set, and pavilion be completed by July 31, 2026.

Phase 8/9:
As discussed in our November 19th, 2025 meeting TMGB Wilson, LLC would like to amend the ODP and change the use for phases 8 and 9. Both phases are significantly impacted by water and are now classified as wetlands per EGLE. With the limited buildable area, we are exploring other residential concepts to allow for the density currently planned. We propose introducing "Pocket Neighborhoods" to these two phases.

A Pocket Neighborhood is a form of planned, human-scaled community that clusters a small group of homes around a shared common open space such as a courtyard, garden, or pedestrian lane. This design intentionally fosters neighbor interaction and social connection while still preserving individual household privacy.

Both of these phases are isolated from the development as a whole, lending support to the Pocket Neighborhood concept. We are proposing 40 compact single-family home rentals geared towards a 55+ community.

GRANGER
INVESTMENT | MANAGEMENT | DEVELOPMENT

Reserve Flats:
Lastly, we propose converting the Reserve Flats apartment complex to a site condominium. All units will be sold as individual condo units. This will be a phased process. We anticipate the full conversion/sales to take approximately 24-36 months. Given the strong interest in purchasing the units rather than renting, we will be meeting market demand. The Condominium Master Deed is expected to be completed by the end of June, with pre-sales commencing as early as July.

We are excited about the changes proposed to the development. These changes will enhance the experience of our current residents and broaden the residential options for future residents to the City of Wyoming. We appreciate your willingness to work with us on the development. If you have any questions regarding this response and any item/date/etc., please feel free to reach out.

Sincerely,

Gary Granger
CEO, Granger Group

Granger Group
www.grangergroup.us | 616.248.3566
2380 Health Dr. SW Ste 210, Wyoming, MI 49519

04/20/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO AWARD A BID FOR PARKS AND MUNICIPAL SIGNS AND APPROVE A CONTRACT FOR CONSTRUCTION OVERSIGHT AND ADMINISTRATION SERVICES

WHEREAS:

1. As detailed in the attached staff report, the City accepted bids for parks and municipal signs.
2. It is recommended City Council accept the bid from Freedom Construction and Consulting, Inc. in the amount of $222,523.00.
3. It is also recommended City Council approve a 10% contingency.
4. It is further recommended, City Council accept a contract with MCSA Group, Inc. to provide construction oversight and administration services for the project in the total estimated amount of $7,700.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the bid from Freedom Construction and Consulting Inc.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract with Freedom Construction and Consulting, Inc.
4. City Council authorizes the City Manager to sign the contract with MCSA Group, Inc.

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: April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Recommendation Letter
Contracts (2)

CITY OF WYOMING

Public Works | 2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3487 | wyomingmi.gov

Date: March 16, 2026

Subject: Parks and Municipal Signs Bid Award

From: Aaron Vis, Director of Public Works
Krashawn Martin, Director of Parks and Recreation

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended that the City Council award the bid for Parks and Municipal Signs to the low bidder, Freedom Construction and Consulting, Inc. for an amount of $222,523.00; approve a contingency of 10% of the contract cost or $22,252.00; and approve a contract with MCSA Group, Inc. to provide construction oversight and administration for the project in an amount of $7,700.00.

ALIGNMENT WITH STRATEGIC PLAN:

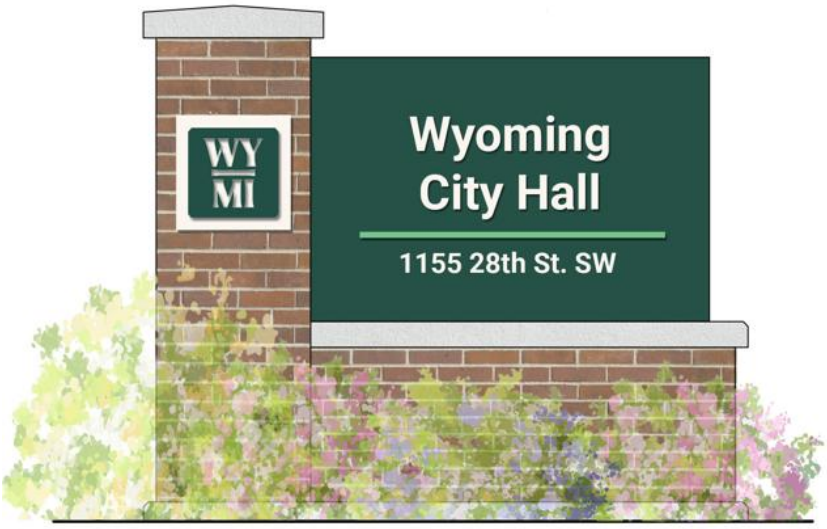
- Pillar 1 – Community
    - Objective 1 – Implement the new branding initiative

DISCUSSION:

In 2021, the City launched a rebranding campaign aimed at establishing a unified identity to foster a cohesive and engaged community. The new branding was officially introduced in November 2023. To support the implementation of this initiative, the development of consistent and visually aligned park and city entry signs became the next step, and in December of 2024, MCSA Group, Inc. (MCSA) was retained by the City to assist in this endeavor.

Specifically, MSCA was tasked with: designing a consistent signage system to unify park facilities and city buildings under the new branding; integrating the signs into the surrounding environment for aesthetic and functional purposes; and collaborating with a sign committee, including stakeholders and relevant city departments, to ensure the signs align with the city's vision and operational needs.

Throughout 2025, MSCA worked with a sign committee to complete their tasks. Various sign designs were presented and vetted by the sign committee and City leadership. Input from the City Council was also requested and received. The final sign design, as agreed to by the sign committee and City Council, includes a traditional brick masonry monument sign with the building name and address, and new branding logo, in the updated City color scheme. A rendering of the new sign and picture of the existing sign for City Hall is shown on the following page.





Following final sign design consensus, MCSA prepared a bid packet that included specifications for removing the existing signage, installing new signs, and providing a small amount of perennial landscaping around each sign. While the bid packet contained specifications for each location, the bid was released for the replacement of signs specifically located at City Hall, 62A District Court, Public Works, Wastewater Treatment Plant, Drinking Water Treatment Plant, and Lemery Park. A replacement sign for the library will be bid and installed in fiscal year 2027 and the remaining park signage will be bid and installed in fiscal years 2028 and 2029, consistent with the CIP. Bids were received by the City Clerk on March 3, 2026. Although 41 registered bidders downloaded the specifications, only 4 submitted a proposal as presented below.

Contractor	**Base Bid**
Freedom Construction and Consulting	$222,523.00
Valley City Sign	$268,756.75
Postema Signs	$311,015.00
Katerberg VerHage	$325,609.00

As is noted in the attached recommendation letter from MCSA, it is recommended that the bid be awarded to the low bidder in the amount of $222,523.00, with an approximate 10% contingency. MCSA has reviewed the bid for completeness, is familiar with the contractor, and contacted references of the low bidder's subcontractor. Staff concur with this recommendation.

MCSA was also asked to provide a proposal to provide construction oversight for this work, since City staff have no familiarity with signs or sign replacement. The attached contract amendment with MCSA includes their performing pre-construction meetings, reviewing and approving submittals, performing site visits during construction, and closing out the projects. The total amount for this work is not to exceed $7,700.00.

BUDGET IMPACT:

The signs were bid on an individual (site) basis, with a lump sum amount for overall general conditions. Costs will be apportioned on an individual basis plus a percentage of the general conditions and MSCA oversight costs relative to that location's percentage cost of the overall project cost. Sufficient funding exists in all of the appropriate accounts.

Sign Location	GL Account(s)	Base Sign Bid	General Conditions	MCSA	Total
Public Works (1)	661-441-58500-977.000	$ 28,536.00	$ 2,728.51	$1,081.85	$ 32,346.36
WWTP (1)	590-536-54400-986.444	$ 29,325.00	$ 2,803.95	$1,111.76	$ 33,240.72
DWP (1)	591-537-57300-986.444	$ 30,208.00	$ 2,888.38	$1,145.24	$ 34,241.62
Courts (1)	805-000-57300-975.000	$ 28,560.00	$ 2,730.81	$1,082.76	$ 32,373.57
City Hall (3)	805-000-57300-975.000	$ 61,906.00	$ 5,919.24	$2,346.97	$ 70,172.20
Lemery Park (1)	208-751-75600-975.112 101-101-10300-801.000	$ 24,568.00	$ 2,349.11	$ 931.42	$ 27,848.52
TOTAL		$ 203,103.00	$ 19,420.00	$7,700.00	$230,223.00

Attachments:
Freedom Construction Contract
MSCA Recommendation Letter
MCSA Contract

PARKS AND MUNICIPAL SIGNS 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:

Freedom Construction and Consulting, Inc.
[Name of contracting entity]

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

7120 Division Ave S
[Contractor's street address]

Grand Rapids, MI 49548
[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: April 7, 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

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor: Freedom Construction and Consulting, Inc.

By: Matthew Wilson
Digitally signed by Matthew Wilson
DN: C=US, E=mwilson@freedomconstructionandconsulting.com, O="Freedom Construction and Consulting, Inc.", CN=Matthew Wilson
Date: 2026.03.31 13:33:46-04'00'
[Signature officer, director, or principal of Contractor]

Matt Wilson Director of Operations
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: March 31st, 2026

REQUEST FOR BIDS/PROPOSALS

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

PARKS AND MUNICIPAL SIGNS

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 Parks and Municipal Signs."

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 **mwhitten@mcsagroup.com**. 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 love-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 *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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	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) 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 Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	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) 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.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $__0____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. 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 $__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. 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) 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.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No___X__ 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. 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

PARKS AND MUNICIPAL SIGNS

1. The project generally includes the furnishment and installation of 6 municipal and park signs with varying materials and associated utilities and landscaping.
2. All signs shall be installed, operational, and complete by September 1, 2026.

CITY OF WYOMING | FINANCE

1155 28th Street SW, Wyoming, MI 49509
616.530.7225 | Fax 616.249.3486 | wyomingmi.gov

ADDENDUM - BID/PROPOSAL FOR PARKS AND MUNICIPAL SIGNS

BID DUE: 11:00 AM; Tuesday, March 3, 2026 (NOTE REVISED DATE)

ADDENDUM #1

The Addendum shall be part of and be incorporated into this bid/proposal.

Bidders/Proposers must complete this addendum and attach to your bid/proposal. If your bid/proposal has already been submitted, return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal and your company name written on the outside of the envelope.

1. All fasteners shall be hidden, no fasteners shall be on face of sign. Access for the inside of the sign shall be provided from side and/or top.
2. Concrete stem wall below the sign may be reinforced CMU Block. The 3" base and below grade structure shall be concrete with reinforcement as shown in detail. Please note which wall design you are utilizing on the bid form.
3. Signs A,B,C,D, and E all have irrigation that shall be adjusted, as necessary. Sign F does not have irrigation therefore no irrigation adjustments are necessary.
4. Prevailing wages are not required for this project.
5. City will extend power to the new sign locations at Sign D (Wastewater Treatment Plant) and Sign E (Drinking Water Plant)
6. The bid due date is extended by one additional week to Tuesday, March 3, 2026.

Freedom Construction and Consulting, Inc.
COMPANY NAME

616-256-0669	504-784-8504	ben@freedom-gc.com
BUSINESS PHONE	CELL PHONE	EMAIL ADDRESS (REQUIRED)

Ben Brenneke		03-03-26
NAME (PLEASE PRINT)	SIGNATURE (REQUIRED)	DATE

BID/PROPOSAL FORM

PARK AND MUNICIPAL SIGNS

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?	[ ]	[X]
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):	[ ]	[X]

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

Is the bidder a:	YES	NO
Woman Owned Company?	[X]	[ ]
Minority Owned Company?	[ ]	[X]

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

Freedom Construction and Consulting, Inc.

PARK AND MUNICIPAL SIGNS

PROPOSAL FORM

Municipal Building and Park Entrance Signage

The undersigned bidder has carefully examined the plans and specifications for the construction of Municipal Building and Park Entrance Signage in Wyoming, Michigan, as prepared by M. C. Smith Associates and Architectural Group, Inc. and, having carefully examined the sites and completely familiarized themselves with local conditions affecting the cost of the work; hereby states that they will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specifications and drawings; and will accept as full and complete payment therefore the Lump Sum Bid Amount Which Is The Summation Of The Cost Of The Items Of Work And Must Be Equal To The Summation Of The Extension Of The Unit Prices in the amount of :

two hundred twenty two thousand five hundred twenty three Dollars

and zero Cents ($ 222,523.00)

This is not a unit price contract. The following unit prices will be utilized to assess bids, revise contract amounts, and develop change orders. Bidders must provide unit prices for every bid item at the time the bid is submitted. The Lump Sum Bid amount must be equal to the summation of the extension of all unit prices; Items 1 through 16. Bids which are incomplete or inaccurate will be subject to disqualification.

Bidders shall immediately notify mwhitten@mcsagroup.com of any perceived errors, omissions or discrepancy in the bid. The Lump Sum Bid as submitted is for complete construction as shown by the plans, details and specifications.

The bidder agrees to reduce or add to the amount of the Lump Sum Bid under this proposal for any items deleted or added in accordance with the following unit prices. These unit prices shall include overhead and profit for each associated work item.

In addition to this bid/proposal form, the bidder must also include, with their bid submittal, a completed qualification statement, progress schedule, and subcontractor list as provided at the conclusion of this bid specification package.

GENERAL CONDITIONS AND REMOVALS

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
1.	Mobilization, traffic control, bonds, insurance, layout and staking and temporary signs for all locations.	1	LS	$ 5,905.00	$5,905.00
2.	General conditions: management, overhead and profit. Unit price shall be equal to 5% of the total base bid.	1	LS	$ 8,965.00	$ 8,965.00
3.	Remove all existing signs complete.	1	LS	$ 4,550.00	$4,550.00

GENERAL CONDITIONS AND REMOVALS TOTAL	$19,420.00

A. PUBLIC WORKS SIGN

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
4.	Furnish and install Illuminated Monument Sign, including connections, as per sheets 2 and 3 and per plan and specifications.	1	EA	$ 25,521.00	$25,521.00
5.	Furnish and install all landscaping as required as per details on sheet 6 and per plan and specifications.	32	LF	$ 94.2188	$3,015.00

PUBLIC WORKS SIGN TOTAL	$28,536.00

B. CITY HALL SIGNS

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
6.	Furnish and install Illuminated Monument Sign, including connections, as per sheets 2 and 3 and per plan and specifications.	2	EA	$ 23,099.00	$46,198.00
7.	Furnish and install Illuminated Payment Sign, including connections, as per detail 1 on sheet B-2 and per plan and specifications.	1	EA	$ 8,235.00	$8,235.00
8.	Furnish and install all landscaping as required as per details on sheet 6 and per plan and specifications.	1	LS	$ 7,473.00	$7,473.00

CITY HALL SIGNS TOTAL	$61,906.00

C. DISTRICT COURT SIGN

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
9.	Furnish and install Illuminated Monument Sign, including connections, as per sheets 2 and 3 and per plan and specifications.	1	EA	$ 24,836.00	$24,836.00
10.	Furnish and install all landscaping as required as per details on sheet 6 and per plan and specifications.	1	LS	$ 3,724.00	$3,724.00

DISTRICT COURT SIGN TOTAL	$28,560.00

D. WASTEWATER TREATMENT PLANT SIGN

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
11.	Furnish and install Illuminated Monument Sign, including connections, as per sheets 2 and 3 and per plan and specifications.	1	EA	$ 26,007.00	$26,007.00
12.	Furnish and install all landscaping as required as per details on sheet 6 and per plan and specifications.	1	LS	$ 3,318.00	$3,318.00

WASTEWATER TREATMENT PLANT SIGN TOTAL	$29,325.00

E. DRINKING WATER PLANT SIGN

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
13.	Furnish and install Illuminated Monument Sign, including connections, as per sheets 2 and 3 and per plan and specifications.	1	EA	$ 26,952.00	$26,952.00
14.	Furnish and install all landscaping as required as per details on sheet 6 and per plan and specifications.	1	LS	$ 3,256.00	$3,256.00

DRINKING WATER PLANT SIGN TOTAL	$30,208.00

F. LEMERY PARK SIGN

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
15.	Furnish and install Non-Illuminated Monument Sign, including connections, as per sheets 4 and 5 and per plan and specifications.	1	EA	$ 20,939.00	$20,939.00
16.	Furnish and install all landscaping as required as per details on sheet 6 and per plan and specifications.	1	LS	$ 3,629.00	$3,629.00

LEMERY PARK SIGN TOTAL	$24,568.00

TOTAL BASE BID	$222,523.00

***Unit Descriptions**

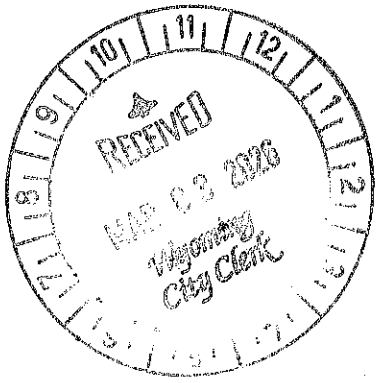
LS = Lump Sum

LF = Lineal Feet

SF = Square Feet

SY = Square Yard

CY = Cubic Yard



Freedom Construction and Consulting, Inc.
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Matthew Wilson
[Printed name and title of person signing]

Ben Brenneke
[Printed name and title of 2nd person signing]

Date signed: 03/03/2026

7120 Division Ave S
[Proponent's street address]

616-256-0669
[Proponent's business phone]

Grand Rapids Mi 49548
[City] [State] [Zip]

504-784-8504
[Cell phone number(s) of person(s) signing for proponent]

ben@freedom-gc.com
[E-mail address(s) of person(s) signing for proponent]

S Corporation
[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 City Manager and Clerk and approved as to form by the City Attorney. The Contractor will be provided a copy of the fully signed contract.

BID PROPOSAL
AND SPECIFICATIONS

FOR

PARKS AND MUNICIPAL SIGNS

FOR THE

CITY OF WYOMING, MICHIGAN

February 3, 2026

Prepared By:

MCSA GROUP, Inc.
Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN

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INFORMATION FOR BIDDERS

1.00 **RIGHT OF REJECTION**:

The City reserves the right to reject any or all bids or parts thereof or waive any informality in any bid and to accept any proposal considered to be in their best interest.

2.00 **ADDITIONAL INFORMATION**:

Additional information about the project is available from MCSA Group, Inc., (M.C. Smith Associates, Inc.) 529 Greenwood Avenue, S.E., East Grand Rapids, Michigan 49506. Phone: (616) 451-3346 / Fax: (616) 451-1935.

3.00 **INSPECTION NOTIFICATION**:

The Landscape Architect is available within forty-eight hours (48) after notice for on-site inspections.

4.00 **ERRORS AND OMISSIONS**:

Bidders shall immediately notify the Landscape Architect of any errors, omissions or discrepancy in the bid documents so they and other bidders can be advised of an acceptable bid procedure.

5.00 **QUALIFICATION STATEMENT**:

Each bidder may be asked to complete the qualification statement included in the forms and statements section. This statement requires identification of all subcontractors who must also complete a copy of this form to be submitted with bid proposals.

6.00 **PLANS FOR CONSTRUCTION**:

Prior to construction the successful contractor will be provided two complete sets of construction plans and specifications. Additional sets of plans may be purchased from the landscape architect at their current schedule of rates for printing and binding of these plans and specifications.

GENERAL CONDITIONS

1.00 **TERMS DEFINED**:

Wherever in the bid or contract documents the term "LANDSCAPE ARCHITECT" appears, it shall refer to MCSA GROUP, INC. (M. C. Smith Associates and Architectural Group, Inc.), Landscape Architects and Architects, or his/her authorized representative. Wherever the term "CITY" is used, it shall refer to City of Wyoming as "Party of the First Part" in the Proposal Agreement and Contract. The term "CONTRACTOR" shall refer to the "Party of the Second Part" in the Proposal Agreement and Contract.

2.00 **SUBSTITUTIONS**:

Each bid or proposal shall be based upon the materials and equipment described in the bidding documents. Whenever a material, article or piece of equipment is identified on the Drawings or in these specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform comprehensively the duties imposed by the general design will be considered equivalent provided the material, article, or piece of equipment so proposed is, in the opinion of the Landscape Architect, equivalent in substance, appearance and function.

No substitution will be considered unless written request has been submitted to the Landscape Architect for approval at least seven (7) days prior to the date of receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation. A bidder requesting approval of a substitute shall also promptly submit additional data requested by the Landscape Architect. Only approvals embodied in a written Addendum shall be binding.

Substitutions submitted after bid date will be reviewed for compliance with Construction Documents for a Review Fee (to be charged to the Prime Contractor) as follows:

A. A minimum review fee of $250.00 for reviewing and processing non-specified items will be charged to Prime Contractor. Request must be submitted in writing to the Landscape Architect with fee attached.

B. If review time exceeds $250.00 minimum charge, the additional time will be billed at an hourly rate of $100.00 per hour to be paid before Landscape Architect renders decision.

3.00 **APPROVED EQUAL**:

References to the term "equal" or "approved equal" shall mean that alternate or substitute items shall be equal to or greater in every respect than the item specified. All such substitutions shall be proposed to the Landscape Architect in writing prior to bidding. The Contractor shall receive written notice of approval prior to committing himself/herself in any way to the item. The Contractor will be proceeding at his/her own risk in the absence of a written approval and shall be fully responsible for all removal, replacement and restoration necessary to conform to the Contract and shall incur all costs directly or indirectly related to such activities.

4.00 **PROTECTION**:

Whenever the local conditions, circumstances, laws or ordinances require, the Contractor shall furnish and maintain, at his/her own expense and cost, necessary passageways, barriers, lights and such facilities and means of protection as may be required to provide safe conditions at all times.

5.00 **RIGHTS OF VARIOUS INTERESTS**:

Whenever work being done by City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Landscape Architect to secure the completion of the various portions of the work in general harmony.

8.00 **TIMELY DEMAND FOR INSTRUCTIONS**:

The Contractor shall provide reasonable and necessary opportunities and facilities for review. The Contractor shall not proceed until the Contractor has made timely demand upon the Landscape Architect for, and received from him/her, such instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such instruction. The Contractor shall furnish the Landscape Architect, from his/her force, sufficient and competent help for any field work in connection with the project which the Landscape Architect may require. The Contractor shall employ diligence and care in protecting all points and stakes approved by the Landscape Architect. The Contractor shall be responsible also for the failure to follow stakes given him/her by the Landscape Architect as well as failure to conform to other directions or instructions of the Landscape Architect, and shall rectify any work which does not conform to the Landscape Architect's directions, at his/her own expense.

9.00 **REPORT ERRORS AND DISCREPANCIES**:

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality or any errors or omissions in

plans or in the layout as given by said instructions, it shall be his/her duty to immediately inform the Landscape Architect, in writing, and the Landscape Architect shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

10.00 **COMPLIANCE:**

All construction shall conform to all aspects of the State of Michigan Building Code (MBC), Uniform Federal Accessibility Standards (UFAS), the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) and the Americans with Disabilities Act (ADA). All work by the Contractor for complete execution of this project shall meet or exceed laws, guidelines, and statutes in every situation. In the event the Contractor believes that any portion of the work is inconsistent with the MBC, UFAS, ADAAG, and ADA they must immediately inform the Landscape Architect.

11.00 **INSPECTIONS**:

All work and materials shall be open to the inspection, acceptance and rejection of the Landscape Architect or his/her duly authorized representative at all times. The Contractor shall give the Landscape Architect reasonable and necessary facilities for inspection, even to the extent of taking out portions of finished work, if the work is found satisfactory, the cost of taking out and replacement will be paid by the City.

12.00 **DEFECTIVE WORK OR MATERIALS**:

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill his/her contract as herein prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the City and accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the Landscape Architect as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove them from the site. If the Contractor shall fail to replace any defective work or materials after reasonable notice, the Landscape Architect may cause such defective work or materials to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor. It is further expressly agreed that the granting of any progress certificate, the signing of any periodic estimate, or the payment of any money hereunder shall not be considered an acceptance of all or part of the work and shall in no way lessen the liability of the Contractor to replace defective work, though the same may not have been detected prior to the time that such money was paid. All periodic estimates are to be made merely on approximate quantities and shall be subject to correction at the time or before final estimate or final payment is made. However, nothing in this Contract shall

be construed to mean that the City or its Landscape Architect waivers or forfeits any right it or he has or had to later complain about defective materials or workmanship.

15.00 **RISK**:

The Contractor shall take all responsibility of the work and shall bear all losses resulting to him/her on account of the amount and character of the work, because the nature of the land in or upon which the work is done is different from what is assumed or expected or on account of the weather, floods, or other causes.

16.00 **ORDER AND DISCIPLINE**:

The Contractor shall at all times enforce strict discipline and good order among his/her employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to him/her, or whom the Landscape Architect may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the Landscape Architect, and shall not again be employed on the work without the Landscape Architect's written consent.

17.00 **CLEANUP**:

The Contractor, on completion of the work, or significant parts thereof, shall put the site in a clean, orderly, usable manner free of construction debris, temporary structures, unnecessary materials or equipment, irregularities in ground grades or other project related conditions. The cost of such clean-up and removal shall be part of the Contract and shall in no way entitle the Contractor to additional fees or payments. Final or partial payments and execution of the Certificate of Substantial Completion will be withheld until such items are completed to the satisfaction of the Landscape Architect.

18.00 **AUTHORITY OF LANDSCAPE ARCHITECT**:

The Landscape Architect shall have the authority to reject or condemn all work or materials which does not conform to his/her contract; to direct application of forces to any portion of the work, which, in his/her judgement requires it; to order forces increased or diminished, and to decide questions which arise between the parties relative to the execution of the work. All questions or controversies which may arise between the Contractor and City under or in reference to this Contract shall be directed to the Landscape Architect for recommendation to the City if the Contractor is not satisfied, the Contractor seek remedies under this agreement.

19.00 **AUTHORITY OF CITY**:

The City may delegate to the Landscape Architect certain oversight but always will be subject to City Approval.

20.00 **UNCLASSIFIED WORK**:

In case any work shall be required to be furnished whether specified herein or indicated on the plans or not, or whether or not such work is typical work listed in the proposal which is in the opinion of the Landscape Architect, not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will, if ordered by the City, do and perform such work and furnish such materials as may be required. If possible, an agreement as to the cost and payment for said additional work will be reached and agreed upon by the City and Contractor. In the event of failure to reach such satisfactory agreement, the Contractor may be ordered by the City to proceed with such work and furnish such materials on a cost plus basis, on which basis the contractor shall receive the cost of any materials which he may be required to purchase plus ten percent (10%) and the cost of any labor which may be required to supply plus fifteen percent (15%). The ten percent (10%) and fifteen percent (15%) of such net cost are for profit, the use of the plant, tools, superintendence, overhead costs, and all other expenses incidental to the performance of such work and the furnishing of such materials, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any materials which, in part or in whole, is in the opinion of the Landscape Architect, susceptible of classification under such schedule which work or material shall be paid for in part or in whole as the case may be, at the Unit Price given in such schedule, except as herein otherwise expressly provided.

In case any work or material is required to be done or furnished under the provisions of this article for cost plus ten percent (10%) and fifteen percent (15%) as stipulated above, the Contractor shall at the end of each day, during the progress thereof, furnish to the Landscape Architect daily time slips showing the name and/or number of each workman employed thereon, the character of work his/her workmen are doing the wage paid or to be paid to therefore. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials actually paid for the actual prices therefore. Such daily time slips and memoranda shall not, however, be binding upon the City and if any question or dispute shall arise as to the correct cost of such work or material, the determination of the Landscape Architect upon such question or dispute shall be final and conclusive.

21.00 **CHANGES**:

The City shall have the right to increase or diminish all or any contract amount or items without impairing the volume or scope of this contract so long as these alterations do not change the amount of the contract price more than 35%.

Decreases in the quantity of work by more than 35% does not constitute a claim for damage or for loss of profits on the work to be dispensed with. Such alterations shall not in any way release or impair the bond or the sureties nor will any payments be made for items of work not actually constructed, regardless of the quantities shown in the bid and contract documents.

22.00 **UNAVOIDABLE DELAYS - EXTENSION OF TIME**:

If the Contractor shall be delayed in the performance of the work from any natural or unavoidable cause or for which the City or his/her authorized representative is responsible, he shall, upon written application to the Landscape Architect at the time of such delay, be granted such extension of time as the Landscape Architect shall deem equitable and just.

23.00 **SUSPENSION OF WORK**:

Should the Landscape Architect deem it necessary to suspend operations on the work due to severity of the weather, after consultation with the City, the Landscape Architect may notify the Contractor in writing to suspend operations on the entire project or any part thereof, and in the event of such right being exercised, the City shall grant to the Contractor an extension of the work. The Contractor shall on not less than ten (10) days notice, again resume the work if ordered to do so by the Landscape Architect. The City shall also reserve the right to suspend operations for any reason that it may deem necessary for a period not longer than ten (10) days, at any one time in which event the Contractor will be allowed an extension of time equivalent to the time that the work has been suspended. Should such a suspension be deemed necessary by the City, the Contractor shall have no claim for damage due to such suspension.

24.00 **EXPEDITING WORK**:

(A) **Correcting Imperfections**: If the Landscape Architect or the City shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfections in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the contract, or is otherwise violating any of the provisions of this contract, said Landscape Architect, on behalf of the City, shall have the power, and it shall be his/her duty to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this contract.

(B) **Annulment**: In such case the City may give the Contractor ten (10) days written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due the Contractor under this agreement and may terminate the employment of the Contractor under this agreement and take possession of the premises and of all materials, tools, and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor

shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to the Contractor; but if such cost exceeds such unpaid balance, the Contractor shall pay the difference to the City.

(C) **City May Do Part Of Work**: Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the City shall have the alternative right, instead of assuming charge of the entire work, to place additional forces, tools, equipment, and materials on parts of the work for the purpose of carrying on such parts of the work and the costs incurred by the City in carrying on such parts of the work shall be payable by the Contractor and such work shall be deemed to be carried on by the City on account of the Contractor, and the Contractor shall be allowed therefore, the contract price. The City may retain the amount of the cost of such work, with seven percent (7%) added for any such sum or sums due or to become due the Contractor under this agreement.

25.00 **PAYMENT TO CONTRACTOR**:

At the end of each thirty (30) days following the agreed upon starting date for the work under this agreement, the Contractor shall estimate the quantities of work completed and have the quantities invoiced verified by the Landscape Architect. The Landscape Architect will certify whether the Contractor has performed the work stated within 5 working days after receipt. If the City is satisfied with the work completed, the City shall pay the Contractor up to ninety percent (90%) of the amount of the approved invoice within thirty (30) days after receipt.

All partial and final payment requests shall be submitted in duplicate on AIA Documents G 702 and G 703, Application and Certificate for Payment, and shall completely describe and account for all items in accordance with the provisions of the forms. No other forms of payment requests will be accepted.

Upon completion of the work and certification of acceptance by the City and its representatives, the ten percent (10%) retained during construction shall be paid to the Contractor.

At the time of issuance of the Certificate of Completion, the Contractor shall be paid the full amount due him/her within forty-five (45) days. All prior estimates upon which partial payments have been made being merely estimates, shall be subject to adjustment in the final certification. Before final payment is made, the Contractor shall show to the City satisfactory evidence that all just liens, claims and demands of his/her employees or from parties from whom material used in the construction of the work may have been purchased or procured as duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands.

26.00 **ACCEPTANCE**:

The Landscape Architect shall inspect the work for acceptance within ten (10) days of receipt of written notice from the Contractor that he is ready for such inspection. The listing of items to be completed on a "Certificate of Substantial Completion" or "Punch List" does not constitute a final acceptance of the work and the Contractor shall not submit a final billing on that basis.

27.00 **TIME AND RESPONSIBILITIES**:

The work under this agreement shall be inspected by the firm of MCSA Group, Inc. (M. C. Smith Associates and Architectural Group, Inc.), Landscape Architects and Architects, 529 Greenwood Avenue S.E., East Grand Rapids, Michigan 49506, herein called the Landscape Architects. The Contractor shall be responsible to said firm as agents of the City, as well as the City for proper execution of said agreement. The Contractor shall notify the Landscape Architect, in writing, of concerns about their ability to conform to work progress schedules outlined at the pre-construction of any other work related items in ample time to avoid unnecessary delays or alterations to the Contract.

28.00 **DAMAGES FOR NONCOMPLETION**:

The City shall withhold the amount of $500.00 per day for each day of suitable working weather, except for Sundays and legal holidays, that the Contractor exceeded the specified date for completion of the work as compensation for liquidated damages and additional costs suffered by the City due to the Contractors failure to complete the work as specified.

29.00 **GUARANTEE**:

The Contractor shall guarantee all materials, equipment, and workmanship against defects for a period of one (1) year from the date of final acceptance. Any failure of materials during this period shall be removed and completely replaced and guaranteed for one year at no additional cost to the City.

30.00 **MAINTENANCE**:

The Contractor shall provide maintenance, as specified, on all landscape materials during and after construction through the one (1) year guarantee period, which begins on the date of certification of final acceptance or as herein specified. Note this is fore the replacement of plant materials only.

31.00 **SHOP DRAWINGS**:

The Contractor shall submit six (6) copies of all shop drawings for any manufactured or fabricated item of work for review and approval prior to commencement of that work. Subcontractor shop drawings shall be submitted

through the prime Contractor and shall be checked and approved by the Contractor prior to submission to the Landscape Architect.

Shop drawings shall clearly and accurately illustrate every aspect of the item of work and include dimensions, types of materials, fasteners, finishes, space requirements, performance and quality ratings and approvals and all other relevant information.

Shop drawings shall be required for all work items that are not totally described in the plans and specifications or for items that require unusual or specialized fabrication, whether or not it is so stated.

Submit shop drawings with a duplicate transmittal indicating the date of submission, project title, contractor identification, number and title of each item submitted, deviations from contract and statement of action required. Approved shop drawings shall be signed by the Contractor and the Landscape Architect. The Landscape Architect will retain two (2) copies and return the rest to the Contractor for subcontractor distribution in a timely manner.

32.00 **PRODUCT DATA AND SAMPLES**:

Product data and samples shall be submitted for all items specified or requiring further clarification, for purposes of modifying or substituting a specified material or to determine acceptability of a given product. Submissions should include the name of the source, specific product characteristics and capabilities, product cost and all other relevant information in sufficient size and description to make a realistic evaluation of the material.

33.00 **MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS:**

All product materials, equipment and site furnishings of any kind shall be installed as specified and recommended by the manufacturer. The Contractor shall obtain from each manufacturer their comprehensive specifications and recommendations for utilization of their product. All assembly, installation and utilization shall be in conformance with the manufacturer's specifications and recommendations. In the event that any portion of these specifications and related plans and details vary from the manufacturer's specifications and recommendations, it shall be the Contractors' responsibility to immediately notify the Landscape Architect prior to any construction for clarification and directions on product utilization and installation.

34.00 **RECORD DOCUMENTS**: (AS-BUILTS)

Record documents are defined to include those documents or copies relating directly to performance of the work, which Contractor is required to prepare or maintain for City's records, recording work as actually performed. In particular, record copies show changes in work in relation to work in which shown or specified by original contract documents; and show additional information of

value of City's records, which was not indicated in original contract documents. Record copies include marked-up product data submittals, record samples, field reports for variable miscellaneous record information on work which is otherwise recorded only schematically or not at all.

a. At the time of substantial completion, submit record drawings to Architect for City's records. Organize into sets, bind and label sets for City's continued use.

35.00 **OPERATING AND MAINTENANCE DATA**: (MANUALS)

"Operating and Maintenance Manuals" are to be prepared for the City and the City's personnel. These manuals contain information necessary for the safe and efficient operation and maintenance of equipment and operating systems, and information relative to the inspection, care and maintenance or repair of products and finishes.

Each manual shall include the following to the extent applicable:

General system or equipment description.
Copies of applicable shop drawings and product data.
System equipment identification, including name of manufacturer, model number and serial number of each component.
Operating instructions.
Emergency instructions.
Wiring diagrams.
Inspection and test procedures.
Maintenance instructions and procedures.
Precautions against improper use and maintenance.
Copies of Warranties.
Repair instructions including spare parts listing.
Names and addresses of sources of required maintenance materials and related services.

36.00 **CONTRACTOR COORDINATION**:

The Contractor shall make every effort to coordinate every aspect of his/her work with that of other contractors on the site to assure an efficiently managed and proper installation. Special attention shall be given to the coordination of pump station replacement which will occur concurrently with this construction.

TECHNICAL SPECIFICATIONS

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

The contractor shall provide all water, electrical, mechanical and toilet services and facilities as may be required to properly execute the contract and provide proper maintenance throughout the guarantee period.

1.3 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation.

C. Temporary Signs: Provide temporary Park Signs at each location where the old sign has been removed and the new sign has not been installed yet. Please note that payment applications will not be approved unless signage is present at each site. Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

D. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the DOJ's "2010 ADA Standards for Accessible Design".

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - EXECUTION

2.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

2.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

2.3 TEMPORARY UTILITY INSTALLATION

A. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.

B. Electric Power Service:

1. Connect to Owner's existing electric power service or to new services as necessary. Maintain equipment in a condition acceptable to Owner.
2. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

a. Install electric power service as indicated.

b. Connect temporary service to Owner's existing power source, as directed by Owner.

2.4 SUPPORT FACILITIES INSTALLATION

A. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

2.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control:

1. Comply with requirements specified in Section 311000 "Site Clearing."

2. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings.

a. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
b. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
c. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
d. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection:

1. Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Site Enclosure Fence: Contractor shall install temporary fencing as required in active construction areas that are vulnerable to vandalism or unauthorized public access.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

2.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor.

END OF SECTION 015000

SECTION 04 2200 - UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Concrete masonry units.
   2. Face brick.
   3. Mortar and grout.
   4. Steel reinforcing bars.
   5. Masonry joint reinforcement.
   6. Ties and anchors.
   7. Embedded flashing.
   8. Miscellaneous masonry accessories.
   9. Cavity-wall insulation.
   10. Water repellent application.

B. Related Sections:
   1. Section 05 5000 "Metal Fabrications" for furnishing steel lintels and shelf angles for unit masonry.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For the following:
   1. Reinforcing Steel: Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."

C. Samples for Initial Selection: Mortar color, when indicated.

D. Samples for Verification: For each type and color of the following:
   1. Face brick, in the form of straps of five or more bricks.
   2. Pigmented mortar. Make Samples using same sand and mortar ingredients to be used on Project.
   3. Weep holes.
   4. Accessories embedded in masonry.

E. Material Certificates: For each type and size of the following:
   1. Masonry units.
      a. Include data on material properties.

b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances.
c. For exposed brick, include test report for efflorescence according to ASTM C 67.

2. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
3. Grout mixes. Include description of type and proportions of ingredients.
4. Reinforcing bars.
5. Joint reinforcement.
6. Anchors, ties, and metal accessories.

F. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

G. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for testing indicated.

B. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

C. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Build mockups for each type of exposed unit masonry construction in sizes approximately 48 inches long by 48 inches high by full thickness, including face and backup wythes and accessories.
a. Include a sealant-filled joint at least 16 inches long in each mockup.
b. Include through-wall flashing installed for a 24-inch length in corner of exterior wall mockup approximately 16 inches down from top of mockup, with a 12-inch length of flashing left exposed to view (omit masonry above half of flashing).
c. Include veneer anchors, flashing, cavity drainage material, and weep holes in exterior masonry-veneer wall mockup.
2. Clean exposed faces of mockups with masonry cleaner as indicated.
3. Protect accepted mockups from the elements with weather-resistant membrane.
4. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.

b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect in writing.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.

B. Deliver preblended, dry mortar mix in moisture-resistant containers designed for use with dispensing silos. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in covered weatherproof dispensing silos.

C. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.6 PROJECT CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.

C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

2.2 CONCRETE MASONRY UNITS

A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
   1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
   2. Provide bullnose units for outside corners unless otherwise indicated.

B. CMUs: ASTM C 90.
   1. Density Classification: Normal weight.
   2. Size (Width): As indicated on Drawings. Manufactured to dimensions 3/8 inch less than nominal dimensions.

2.3 BRICK

A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:
   1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
   2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
   3. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.
   4. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.

B. Face Brick: Facing brick complying with ASTM C 216.
   1. Products: Subject to compliance with requirements, see plan for specified brick.
   2. Grade: SW.
   3. Type: FBS, rough.
   4. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested per ASTM C 67.
   5. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
   6. Size (Actual Dimensions): 3-5/8 inches wide by 2-1/4 inches high by 7-5/8 inches long.
   7. Application: Use where brick is exposed unless otherwise indicated.
   8. Color and Texture: Match Architect's samples.

2.4 REINFORCEMENT

A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.

B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
   1. Interior Walls: Hot-dip galvanized, carbon steel.
   2. Exterior Walls: Hot-dip galvanized, carbon steel.

3. Wire Size for Side Rods: 0.187-inch diameter.
4. Wire Size for Cross Rods: 0.187-inch diameter.
5. Wire Size for Veneer Ties: 0.187-inch diameter.
6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
7. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

C. Masonry Joint Reinforcement for Single-Wythe Masonry: Ladder type with single pair of side rods.

D. Masonry Joint Reinforcement for Multi-wythe Masonry:
1. Adjustable (two-piece) type, ladder design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum adjustment of 1-1/4 inches. Size ties to extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face.

2.5 TIES AND ANCHORS

A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.
1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
2. Galvanized-Steel Sheet: ASTM A 653/A 653M, Commercial Steel, G60 (Z180) zinc coating.
3. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.

B. Adjustable Masonry-Veneer Anchors:
1. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to wood or metal studs, and as follows:
a. Structural Performance Characteristics: Capable of withstanding a 100-lbf load in both tension and compression without deforming or developing play in excess of 0.05 inch.
2. Fabricate sheet metal anchor sections and other sheet metal parts from 0.109-inch- thick Hot-Dip galvanized sheet.
3. Wire Ties: Triangular-, rectangular-, or T-shaped wire ties fabricated from 0.25-inch diameter, Hot-Dip galvanized wire unless otherwise indicated.
a. C.Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal anchor section.
b. 1.
Anchor Section: Sheet metal plate, 1-1/4 inches wide by 9 inches long or to suit cavity
wall width requirements, with screw holes top and bottom and with raised rib-stiffened
strap, 5/8 inch wide by 5-1/2 inches long, stamped into center to provide a slot between
strap and plate for inserting wire tie.

2.6 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
   1. Stainless Steel: ASTM A 240/A 240M, Type 304, 0.016 inch thick.
   2. Fabricate continuous flashings in sections 96 inches long minimum, but not exceeding 12 feet. Provide splice plates at joints of formed, smooth metal flashing.
   3. Metal Drip Edge: Fabricate from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.

B. Flexible Flashing: Use the following unless otherwise indicated:
   1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.
      a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
         1) Dayton Superior Corporation, Dur-O-Wal Division; Dur-O-Barrier Thru-Wall Flashing.
         2) Grace Construction Products, W. R. Grace & Co. - Conn.; Perm-A-Barrier Wall Flashing.
         3) W. R. Meadows, Inc.; Air-Shield Thru-Wall Flashing.
         4) Or approved equal.
      b. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.

C. Application: Unless otherwise indicated, use the following:
   1. Where flashing is partly exposed and is indicated to terminate at wall face, use flexible flashing with a metal drip edge.

D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.7 MISCELLANEOUS MASONRY ACCESSORIES

A. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

B. Weep/Vent Products: Use the following unless otherwise indicated:
   1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch less than depth of outer wythe, in color selected from manufacturer's standard.
      a. Products: Subject to compliance with requirements, provide one of the following:
         1) Advanced Building Products Inc.; Mortar Maze Cell Vent.
         2) Heckmann Building Products, Inc.; No. 85 Cell Vent.
         3) Hohmann & Barnard, Inc; QV Quadro-Vent.
         4) Or approved equal.

C. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Archovations, Inc.; CavClear Masonry Mat.
      b. Dayton Superior Corporation, Dur-O-Wal Division; Polytite MortarStop.
      c. Mortar Net USA, Ltd.; Mortar Net.
      d. Or approved equal.
   2. Provide one of the following configurations:
      a. Sheets or strips not less than 1 inch thick and installed to full height of cavity with additional strips 4 inches high at weep holes and thick enough to fill entire depth of cavity and prevent weep holes from clogging with mortar.

D. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Dayton Superior Corporation, Dur-O-Wal Division; D/A 810, D/A 812 or D/A 817.
      b. Heckmann Building Products Inc.; No. 376 Rebar Positioner.
      c. Hohmann & Barnard, Inc.; #RB or #RB-Twin Rebar Positioner.
      d. Wire-Bond; O-Ring or Double O-Ring Rebar Positioner.
      e. Or approved equal.

2.8 CAVITY-WALL INSULATION

A. Polyisocyanurate Board Insulation: ASTM C 1289, Type I (aluminum-foil-faced), Class 2 (glass-fiber-reinforced) with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Atlas Roofing Corporation
   2. Dow Chemical Company
   3. Hunter Panels
   4. Or approved equal.

C. Adhesive: Type recommended by insulation board manufacturer for application indicated.

2.9 MASONRY CLEANERS

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly

approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. Diedrich Technologies, Inc.
   b. EaCo Chem, Inc.
   c. ProSoCo, Inc.
   d. Or approved equal.

2.10 WATER REPELLENTS

A. Surface Water Repellent treatment shall consist of two(2) coats application of following products:

B. 1. Hydrozo Enviro-Seal Double 7

C. 2. PROSOCO Graffiti Control WB

D. 3. Or approved equal.

2.11 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
   1. Do not use calcium chloride in mortar or grout.
   2. Use masonry cement mortar unless otherwise indicated.
   3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
   1. For masonry below grade or in contact with earth, use Type M.
   2. For reinforced masonry, use Type S.
   3. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.

D. Pigmented Mortar for Brick Veneer masonry: Use colored cement product.
   1. Pigments shall not exceed 5 percent of masonry cement by weight.
   2. Selected by Architect from manufacturer's standard colors.

E. Grout for Unit Masonry: Comply with ASTM C 476.

1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
2. Proportion grout in accordance with ASTM C 476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi.
3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143/C 143M.

2.12 MASONRY LINTELS

A. Provide masonry lintels where openings are shown without structural steel lintels. Provide formed-in-place masonry lintels using special formed U-shaped units with reinforcing bars and filled with type M mortar. Provide minimum 4" bearing for openings less than 6'-0" wide, and 8" for wider.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.

B. Build chases and recesses to accommodate items specified in this and other Sections.

C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.

D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.

F. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

3.2 TOLERANCES

A. Dimensions and Locations of Elements:
   1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch or minus 1/4 inch.

2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:
1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.

C. Joints:
1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch.
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.

3.3 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in one-third running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 4-inches. Bond and interlock each course of each wythe at corners. Do

not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

D. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below and rod mortar or grout into core.

H. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

I. Build non-load-bearing interior partitions full height of story to underside of roof structure above unless otherwise indicated.
   1. Install compressible filler in joint between top of partition and underside of structure above.
   2. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Fire-Resistive Joint Systems practices.

3.4 MORTAR BEDDING AND JOINTING

A. Lay hollow CMUs as follows:
   1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
   2. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
   3. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.

B. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

3.5 CAVITY WALLS

A. Bond wythes of cavity walls together using one of the following methods:
   1. Masonry Joint Reinforcement: Installed in horizontal mortar joints.
      a. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable (two-piece) type reinforcement with continuous horizontal wire in facing wythe attached to ties to allow for differential movement regardless of whether bed joints align.

2. Masonry Veneer Anchors: Comply with requirements for anchoring masonry veneers.

B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.

C. Installing Cavity-Wall Insulation: Place small dabs of adhesive, spaced approximately 12 inches o.c. both ways, on inside face of insulation boards, or attach with plastic fasteners designed for this purpose. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown.
1. Fill cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.

3.6 MASONRY JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
1. Space reinforcement not more than 16 inches o.c.
2. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.

B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

C. Provide continuity at wall intersections by using prefabricated T-shaped units.

D. Provide continuity at corners by using prefabricated L-shaped units.

3.7 ANCHORED MASONRY VENEERS

A. Anchor masonry veneers to concrete masonry backup with masonry-veneer anchors to comply with the following requirements:
1. Fasten to concrete masonry backup with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
2. Embed connector sections and continuous wire in masonry joints.
3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
4. Space anchors as indicated, but not more than 16 inches o.c. vertically and 25 inches o.c. horizontally, with not less than one anchor for each 2.67 sq. ft. of wall area. Install additional anchors within 12 inches openings and at intervals, not exceeding 36 inches around perimeter.

B. Provide not less than 1 inch of airspace between back of masonry veneer and face of insulation.
1. Keep airspace clean of mortar droppings and other materials during construction. Bevel beds away from airspace, to minimize mortar protrusions into airspace. Do not attempt to trowel or remove mortar fins protruding into airspace.

3.8 MASONRY-CELL FILL

A. Where indicated on Drawings to install within masonry, pour loose-fill insulation into cavities to fill void spaces. Maintain inspection ports to show presence of fill at extremities of each pour area. Close the ports after filling has been confirmed. Limit the fall of fill to one story high, but not more than 20 feet.

3.9 CONTROL AND EXPANSION JOINTS

A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.

B. Form control joints in concrete masonry as follows:
   1. Install preformed control-joint gaskets designed to fit standard sash block.

C. Form expansion joints in brick as follows:
   1. Form open joint full depth of brick wythe and of width indicated, but not less than 3/8 inch for installation of sealant and backer rod specified in Division 07 Section "Joint Sealants."

3.10 LINTELS

A. Install steel lintels where indicated.

B. Provide minimum bearing of 8 inches at each jamb unless otherwise indicated.

C. Grout all lintels solid.

3.11 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

B. Install flashing as follows unless otherwise indicated:
   1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
   2. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and 1-1/2 inches into the inner wythe.
   3. At masonry-veneer walls, extend flashing through veneer, across air space behind veneer, and up face of sheathing at least 8 inches; with upper edge tucked under building paper or building wrap, lapping at least 4 inches.
   4. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.

5. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall and adhere flexible flashing to top of metal drip edge.

C. Install weep vents in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
   1. Use specified weep/vent products to form weep openings..
   2. Space weep holes 24 inches o.c. unless otherwise indicated.

D. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

3.12 REINFORCED UNIT MASONRY INSTALLATION

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
   1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
   2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
   1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
   2. Limit height of vertical grout pours to not more than 60 inches.

3.13 FIELD QUALITY CONTROL

A. Testing and Inspecting: Contractor shall engage special inspectors to perform tests and inspections and prepare reports.

B. Inspections: Level 1 special inspections according to Section 1704 - Special Inspection of the 2012 Michigan Building Code or latest edition.

C. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for mortar air content and compressive strength.

D. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

3.14 REPAIRING, POINTING, AND CLEANING

A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.

C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
   1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
   2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
   3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
   4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
   5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
   6. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

3.15 MASONRY WASTE DISPOSAL

A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.

END OF SECTION 04 2200

SECTION 047200 - CAST STONE MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Trim units.
   2. Decorative elements.
   3. Mortar materials.
   4. Accessories.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

   1. For cast stone units, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Show fabrication and installation details for cast stone units. Include dimensions, details of reinforcement and anchorages if any, and indication of finished faces.

   1. Include building elevations showing layout of units and locations of joints and anchors.

C. Samples for Verification:

   1. For each color and texture of cast stone required, 4 inches square in size.
   2. For each trim shape required, 4 inches in length.
   3. For colored mortar, make Samples using same sand and mortar ingredients to be used on Project.

D. Qualification Data: For manufacturer and testing agency.

1.3 QUA LITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer of cast stone units similar to those indicated for this Project, that has sufficient production capacity to manufacture required units, and is a plant certified by CSI.

B. Furnish cast stone for installation in mockups specified in Section 042000 "Unit Masonry."

C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and to set quality standards for materials and execution.

1. Build mockup for cap installation

    a. Size: As indicated on Drawings.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Coordinate delivery of cast stone with unit masonry work to avoid delaying the Work and to minimize the need for on-site storage.

B. Pack, handle, and ship cast stone units in suitable packs or pallets.

1. Lift with wide-belt slings; do not use wire rope or ropes that might cause staining. Move cast stone units if required, using dollies with wood supports.
2. Store cast stone units on wood skids or pallets with nonstaining, waterproof covers, securely tied. Arrange to distribute weight evenly and to prevent damage to units. Ventilate under covers to prevent condensation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations for Cast Stone: Obtain cast stone units from single source from single manufacturer.

B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color, from one manufacturer for each cementitious component and from one source or producer for each aggregate.

2.2 CAST STONE MATERIALS

A. General: Comply with ASTM C1364.

B. Portland Cement: ASTM C150/C150M, Type I or Type III, containing not more than 0.60 percent total alkali when tested according to ASTM C114. Provide natural color or white cement as required to produce cast stone color indicated.

C. Coarse Aggregates: Granite, quartz, or limestone complying with ASTM C33/C33M; gradation and colors as needed to produce required cast stone textures and colors.

D. Fine Aggregates: Natural sand or crushed stone complying with ASTM C33/C33M, gradation and colors as needed to produce required cast stone textures and colors.

E. Color Pigment: ASTM C979/C979M, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

F. Admixtures: Use only admixtures specified or approved in writing by Architect.

1. Do not use admixtures that contain more than 0.1 percent water-soluble chloride ions by mass of cementitious materials. Do not use admixtures containing calcium chloride.
2. Use only admixtures that are certified by manufacturer to be compatible with cement and other admixtures used.
3. Air-Entraining Admixture: ASTM C260/C260M.Add to mixes for units exposed to the exterior at manufacturer's prescribed rate to result in an air content of 4 to 6 percent, except do not add to zero-slump concrete mixes.
4. Water-Reducing Admixture: ASTM C494/C494M, Type A.
5. Water-Reducing, Retarding Admixture: ASTM C494/C494M, Type D.
6. Water-Reducing, Accelerating Admixture: ASTM C494/C494M, Type E.

G. Reinforcement:

1. Deformed steel bars complying with ASTM A615/A615M, Grade 40. Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches of cast stone material.

    a. Epoxy Coating: ASTM A775/A775M.
    b. Galvanized Coating: ASTM A767/A767M.

2. Plain-Steel, Welded-Wire Reinforcement: ASTM A1064/A1064M, plain, fabricated from as-drawn steel wire into flat sheets.
3. Galvanized-Steel, Welded-Wire Reinforcement: ASTM A1064/A1064M, plain, fabricated from galvanized-steel wire into flat sheets.
4. Fiber Reinforcement: ASTM C1116/C1116M.

H. Embedded Anchors and Other Inserts: Fabricated from stainless steel complying with ASTM A666, Type 304.

2.3 CAST STONE UNITS

A. Cast Stone Units: Comply with ASTM C1364.

1. Units are manufactured using the manufacturer's selected method.

2. Trim units including wall caps as indicated on Drawings.
3. Decorative elements including column covers items as indicated on Drawings].

B. Fabricate units with sharp arris and accurately reproduced details, with indicated texture on all exposed surfaces unless otherwise indicated.

1. Slope exposed horizontal surfaces 1:12 to drain unless otherwise indicated.
2. Provide raised fillets at backs of sills and at ends indicated to be built into jambs.
3. Provide drips on projecting elements unless otherwise indicated.

C. Fabrication Tolerances:

1. Variation in Cross Section: Do not vary from indicated dimensions by more than 1/8 inch.
2. Variation in Length: Do not vary from indicated dimensions by more than 1/360 of the length of unit or 1/8 inch, whichever is greater, but in no case by more than 1/4 inch.
3. Warp, Bow, and Twist: Not to exceed 1/360 of the length of unit or 1/8 inch, whichever is greater.
4. Location of Grooves, False Joints, Holes, Anchorages, and Similar Features: Do not vary from indicated position by more than 1/8 inch on formed surfaces of units and 3/8 inch on unformed surfaces.

D. Cure Units as Follows:

1. Cure units in enclosed, moist curing room at 95 percent relative humidity and temperature of 100 deg F for 12 hours or 70 deg F for 16 hours.
2. Keep units damp and continue curing to comply with one of the following:

    a. No fewer than five days at mean daily temperature of 70 deg F or above.
    b. No fewer than seven days at mean daily temperature of 50 deg F or above.

E. Acid etch units after curing to remove cement film from surfaces to be exposed to view.

F. Colors and Textures: As selected by Architect from manufacturer's full range.

2.4 MORTAR MATERIALS

A. Provide mortar materials that comply with Section 042000 "Unit Masonry."

B. Portland Cement: ASTM C150/C150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

C. Hydrated Lime: ASTM C207, Type S.

D. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

E. Masonry Cement: ASTM C91/C91M.

F. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C979/C979M. Use only pigments with a record of satisfactory performance in masonry mortar.

G. Colored Cement Products: Packaged blend made from portland cement and hydrated lime and mortar pigments, all complying with specified requirements, and containing no other ingredients.

1. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
2. Pigments do not exceed 10 percent of portland cement by weight.

H. Preblended Dry Mortar Mix: Packaged blend made from portland cement and hydrated lime and admixtures and complying with ASTM C1714/C1714M.

I. Aggregate for Mortar: ASTM C144.

1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
2. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
3. White-Mortar Aggregates: Natural white sand or crushed white stone.
4. Colored Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.

J. Water: Potable.

2.5 ACCESSORIES

A. Anchors: Type and size indicated, fabricated from ASTM A666.

B. Dowels: 1/2-inch-diameter round bars, fabricated from ASTM A666.

C. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cast stone manufacturer and expressly approved by cleaner manufacturer for use on cast stone and adjacent masonry materials.

2.6 MORTAR MIXES

A. Comply with requirements in Section 042000 "Unit Masonry"

B. Comply with ASTM C270, Proportion Specification.

1. For setting mortar, use Type N.
2. For pointing mortar, use Type N

C. Preblended dry mortar mix complying with ASTM C1714/C1714M and capable of producing mortar strength as indicated in ASTM C270.

D. Pigmented Mortar: Use colored cement product

1. Pigments do not exceed 10 percent of portland cement by weight.
2. Mix to match Architect's sample.
3. Application: Use pigmented mortar for exposed mortar joints.

E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.

1. Mix to match Architect's sample.
2. Application: Use colored-aggregate mortar for exposed mortar joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SETTING CAST STONE IN MORTAR

A. Set cast stone as indicated in TMS 604.

B. Set cast stone as indicated on Drawings. Set units accurately in locations indicated, with edges and faces aligned according to established relationships and indicated tolerances.

1. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place.
2. Coordinate installation of cast stone with installation of flashing specified in other Sections.

C. Wet joint surfaces thoroughly before applying mortar or setting in mortar.

D. Set units in full bed of mortar with full head joints unless otherwise indicated.

1. Set units with joints 3/8 inch wide unless otherwise indicated.
2. Build anchors and ties into mortar joints as units are set.
3. Fill dowel holes and anchor slots with mortar.
4. Fill collar joints solid as units are set.
5. Build concealed flashing into mortar joints as units are set.
6. Keep head joints in copings and between other units with exposed horizontal surfaces open to receive sealant.
7. Keep joints at shelf angles open to receive sealant.

E. Rake out joints for pointing with mortar to depths of not less than 3/4 inch. Rake joints to uniform depths with square bottoms and clean sides. Scrub faces of units to remove excess mortar as joints are raked.

F. Point mortar joints by placing and compacting mortar in layers not greater than 3/8 inch. Compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.

G. Tool exposed joints slightly concave when thumbprint hard. Use a smooth plastic jointer larger than joint thickness.

H. Rake out joints for pointing with sealant to depths of not less than 3/4 inch. Scrub faces of units to remove excess mortar as joints are raked.

I. Point joints with sealant to comply with applicable requirements in Section 079200 "Joint Sealants."

1. Prime cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant unless otherwise indicated.

J. Provide sealant joints at head joints of copings and other horizontal surfaces; at expansion, control, and pressure-relieving joints; and at locations indicated.

1. Keep joints free of mortar and other rigid materials.
2. Build in compressible foam-plastic joint fillers where indicated.
3. Form joint of width indicated, but not less than [3/8 inch] [1/2 inch] <Insert dimension>.
4. Prime cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant unless otherwise indicated.
5. Prepare and apply sealant of type and at locations indicated to comply with applicable requirements in Section 079200 "Joint Sealants."

3.3 SETTING ANCHORED CAST STONE WITH SEALANT-FILLED JOINTS

A. Set cast stone as indicated in TMS 604.

B. Set cast stone as indicated on Drawings. Set units accurately in locations indicated, with edges and faces aligned according to established relationships and indicated tolerances.

1. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place.
2. Shim and adjust anchors, supports, and accessories to set cast stone in locations indicated with uniform joints.

C. Keep cavities open where unfilled space is indicated between back of cast stone units and backup wall; do not fill cavities with mortar or grout.

D. Fill anchor holes with sealant.

1. Where dowel holes occur at pressure-relieving joints, provide compressible material at ends of dowels.

E. Set cast stone supported on clip or continuous angles on resilient setting shims. Use material of thickness required to maintain uniform joint widths. Hold shims back from face of cast stone a distance at least equal to width of joint.

F. Keep joints free of mortar and other rigid materials. Remove temporary shims and spacers from joints after anchors and supports are secured in place and cast stone units are anchored. Do not begin sealant installation until temporary shims and spacers are removed.

1. Form open joint of width indicated, but not less than [3/8 inch] [1/2 inch] <Insert dimension>.

G. Prime cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant unless otherwise indicated.

H. Prepare and apply sealant of type and at locations indicated to comply with applicable requirements in Section 079200 "Joint Sealants."

3.4 INSTALLATION TOLERANCES

A. Variation from Plumb: Do not exceed 1/8 inch in 5ft. or 1/2 inch maximum.

B. Variation from Level: Do not exceed 1/8 inch in 10 ft. or 1/2 inch maximum.

C. Variation in Joint Width: Do not vary joint thickness more than 1/8 inch in 36 inches or one-fourth of nominal joint width, whichever is less.

D. Variation in Plane between Adjacent Surfaces (Lipping): Do not vary from flush alignment with adjacent units or adjacent surfaces indicated to be flush with units by more than 1/16 inch, except where variation is due to warpage of units within tolerances specified.

3.5 ADJUSTING AND CLEANING

A. Remove and replace stained and otherwise damaged units and units not matching approved Samples. Cast stone may be repaired if methods and results are approved by Architect.

B. Replace units in a manner that results in cast stone matching approved Samples, complying with other requirements, and showing no evidence of replacement.

C. Final Cleaning: After mortar is thoroughly set and cured, clean exposed cast stone as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample; leave one sample uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of cast stone.

3. Protect adjacent surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
4. Wet surfaces with water before applying cleaners; remove cleaners promptly by rinsing thoroughly with clear water.
5. Clean cast stone by methods described in Cast Stone Institute Technical Bulletin #39.

END OF SECTION 047200

SECTION 055000 - METAL FABRICATIONS

PART I - GENERAL

1.01 Description

The work in this division consists of furnishing all labor, material, accessories, tools, transportation, etc., necessary to furnish, fabricate, and erect all the miscellaneous metals on this project.

1.02 Standards

Comply with applicable provisions of latest editions...

AA – The Aluminum Associations
ASTM - American Society for Testing Materials
AISC - American Institute of Steel Construction
AISI - American Iron & Steel Institute
AWS - American Welding Society

1.03 Shop Drawings

Detail drawings of all members and their connections. Follow standard practice of AISC manual of steel detailings. Show welding, using standard AWS welding symbols. Indicate paint for shop coat.

Steel shop drawings will not be approved by Architect unless accompanied by erection drawings which locate and identify the members. Reproduction of Architect's drawings and details for shop drawing purposes will not be permitted.

1.04 Quality Assurance

Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do no delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.

Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

PART II - PRODUCTS

2.01 Materials

All rolled shapes - conform to ASTM A36.

Cold rolled sheets - conform to ASTM A245.

Hot rolled sheets - conform to ASTM A303.

All lintels, tube columns, and miscellaneous structural steel - conform to ASTM A36.

Tube Sections - Conform to ASTM A500.

Bolts - conform to ASTM A325.

Welding electrodes - conform to AWS, class E70 series.

Welding - conform to AISC specification section 1.5.3 and AWS "Structural Welding Code".

All Welders shall have been certified within the past twelve months.

Pipe (for railings): Standard weight, sound, weldable, seamless steel pipe. Size: as indicated on drawings.

2.02 Paint

Shop coat paint - approved rust inhibitive type. The following shall be considered approved.

Matthews acrylic with polyurethane UV satin clear coat.

2.03 Accessories

Provide all accessories required for fabrication, assembly and installation of all Miscellaneous Metal work, including, but not limited to anchors, bolts,nuts, expansion bolts, hangers, clip angles, rods, washers, gaskets and similar items, whether specially mentioned herein or not.

PART III - EXECUTION

3.01 Fabrication and Workmanship

Welding shall conform to American Welding Society's "Code for Arc and Gas Welding in Building Construction", current edition.

For handrails, form rail to end post connections and all changes in direction by radius elbows whenever possible and as shown on the drawings.

Assemble Miscellaneous Metal items by bolting, welding, and/or screws, as conditions require.

Provide all required holes for attachment of work of other trades. Where job conditions require, holes shall be slotted.

Use materials of size and thickness indicated or, if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for various components of work.

Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise shown.

Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.

3.02 Shop Painting

Before application, clean steel free of oil, dirt, rust, grease, scale, accessible weld slag or other miscellaneous deleterious material.

Give all ferrous items one shop coat on all surfaces except those which are enclosed in concrete or within 2 in. of welded areas. Surfaces not accessible after assembly shall be painted before assembly. Work paint into all joints. Shop coat shall be thoroughly dry before shipment. Touch up all bare, rusted, and abraded areas at job, with same material used for shop coat. Shop coat shall be smooth, even, free from skips and runs, and suitable to receive field painting.

Exposed steel shall be painted in accordance with AISC specification for architecturally exposed structural steel, current issue.

3.03 **Erection of Steel**

Ship, unload, and handle all items in such manner as shall not distort or damage same. Damaged or distorted materials shall be replaced without additional cost to owner.

Provide all bracing, temporary bracing and accessories required for complete erection. Safety and adequacy of bracing and temporary bracing are the responsibility of this Contractor.

Drifting to enlarge unfair holes is prohibited.

Burning of holes is prohibited.

Gas cutting is prohibited on major members. On minor members, not stressed, such cutting not permitted except by Architect's approval.

Field Connections: Machine bolted, or welded.

SECTION 07 9200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Silicone joint sealants.
   2. Urethane joint sealants.
   3. Latex joint sealants.

1.3 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:
   1. Joint-sealant application, joint location, and designation.
   2. Joint-sealant manufacturer and product name.
   3. Joint-sealant formulation.
   4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Field-Adhesion Test Reports: For each sealant application tested.

B. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
   2. When joint substrates are wet.
   3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
   4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: 20 years from date of Substantial Completion for weatherseal and non-staining of silicone sealants.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
   1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
   2. Disintegration of joint substrates from natural causes exceeding design specifications.
   3. Mechanical damage caused by individuals, tools, or other outside agents.
   4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
   1. Architectural Sealants: 250 g/L.
   2. Sealant Primers for Nonporous Substrates: 250 g/L.
   3. Sealant Primers for Porous Substrates: 775 g/L.

C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Dow Corning Corporation; 790.
      b. Sika Corporation, Construction Products Division; SikaSil-C990.
      c. Tremco Incorporated; Spectrem 1.
      d. Or approved equal.

B. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    a. Dow Corning Corporation; 786 Mildew Resistant.
    b. GE Advanced Materials - Silicones; Sanitary SCS1700.
    c. Tremco Incorporated; Tremsil 200 Sanitary.
    d. Or approved equal.

2.3 URETHANE JOINT SEALANTS

A. Multicomponent, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use T.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    a. BASF Building Systems; Sonolastic NP 2.
    b. Pecora Corporation; Dynatred.
    c. Sika Corporation, Construction Products Division; Sikaflex - 2c EZ Mix.
    d. Tremco Incorporated; Vulkem 227.
    e. Or approved equal.

B. Single-Component, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use T.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    a. BASF Building Systems; Sonolastic NP1.
    b. Sika Corporation, Construction Products Division; Sikaflex - 1a.
    c. Tremco Incorporated; Vulkem 116.
    d. Or approved equal.

2.4 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    a. BASF Building Systems; Sonolac.
    b. Pecora Corporation; AC-20+.
    c. Tremco Incorporated; Tremflex 834.
    d. Or approved equal.

2.5 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

2.6 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
   2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
      a. Concrete.
      b. Masonry.
   3. Remove laitance and form-release agents from concrete.
   4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
      a. Metal.
      b. Glass.
      c. Porcelain enamel.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Do not leave gaps between ends of sealant backings.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Place sealants so they directly contact and fully wet joint substrates.
   2. Completely fill recesses in each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   1. Remove excess sealant from surfaces adjacent to joints.
   2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
   3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
      a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
   1. Extent of Testing: Test completed and cured sealant joints as follows:
      a. Perform 10 tests for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate.
      b. Perform 1 test for each 1000 feet (300 m) of joint length thereafter or 1 test per each floor per elevation.
   2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
      a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
   3. Inspect tested joints and report on the following:
      a. Whether sealants filled joint cavities and are free of voids.
      b. Whether sealant dimensions and configurations comply with specified requirements.
      c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
   4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were

primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.

5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces JS-1.
   1. Joint Locations:
      a. Isolation and contraction joints in cast-in-place concrete slabs.

   2. Urethane Joint Sealant: Single component, nonsag, traffic grade.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces JS-2.
   1. Joint Locations:
      a. Joints between plant-precast architectural concrete units.
      b. Control and expansion joints in unit masonry.
      c. Joints between different materials listed above.
      d. Perimeter joints between materials listed above and frames of doors, windows and louvers.
   2. Urethane Joint Sealant: Multicomponent, nonsag, Class 25.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces JS-3.
   1. Joint Locations:
      a. Control and expansion joints on exposed interior surfaces of exterior walls.
      b. Perimeter joints of exterior openings where indicated.
      c. Vertical joints on exposed surfaces of concrete.
      d. Isolation joints in cast-in-place concrete slabs.
   2. Urethane Joint Sealant: Single component, nonsag, traffic grade Class 25.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces JS-4.
   1. Joint Locations:
      a. Vertical joints on exposed surfaces of gypsum board.
      b. Perimeter joints between interior gypsum board surfaces and frames of interior doors, and windows.
   2. Joint Sealant: Latex.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal non-traffic surfaces JS-5.
   1. Joint Sealant Location:
      a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
   2. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 07 9200

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SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing, and removing site utilities.
7. Temporary erosion- and sedimentation-control measures.

1.2 DEFINITIONS

A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction as indicated on Drawings.

E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain on Owner's property, excess cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Provide documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or videotape.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

B. Record Drawings: Identify and accurately show locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.5 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Utility Locator Service: Notify Miss Dig for area where Project is located before site clearing.

C. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place. Contractor is responsible for securing all required SESC Permits prior to construction.

D. The following practices are prohibited within the drip line of existing trees:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Erection of sheds or structures.
4. Impoundment of water.
5. Excavation or other digging unless otherwise indicated.
6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

E. Do not direct vehicle or equipment exhaust towards protection zones.

F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

G. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly identify trees, shrubs, and other vegetation to remain. Wrap a 1-inch blue vinyl tie tape flag around each tree trunk at 54 inches above the ground.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

B. Take measures to prevent tracking of mud and debris onto adjacent roadways and sweep daily as required to remove any such materials.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. General: Protect trees and plants remaining on-site

B. Damage inflicted to any trees or plant materials by the Contractor shall be compensated for at a rate established by the American Society of Consulting Arborists, Inc.

3.4 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed

1. Arrange with utility companies to shut off indicated utilities.

B. Locate, identify, and disconnect utilities indicated to be abandoned in place.

C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's written permission.

D. Excavate for and remove underground utilities indicated to be removed.

E. Removal of underground utilities is included in earthwork sections and with applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security and utilities section and Section 024116 "Structure Demolition" and Section 024119 "Selective Demolition."

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Trees under future building footprint must be removed complete.
4. Use only hand methods for grubbing within protection zones.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to density specified in Section 312000

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 1 inch in diameter; trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Limit height of topsoil stockpiles to 72 inches.
2. Do not stockpile topsoil within protection zones.
3. Dispose of surplus topsoil off Owner’s property. Surplus topsoil is that which exceeds quantity indicated to be reused.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing to remain before removing adjacent existing material. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 1000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparing subgrades for walks; pavements; turf, and grasses; and plants.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Subbase course for concrete walks and pavements.
5. Subbase course and base course for asphalt paving.
6. Subsurface drainage backfill for walls and trenches.
7. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Sections:

1. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
2. Section 329200 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Owner. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Owner. Unauthorized excavation, as well as remedial work directed by Owner, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

J. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.
2. Controlled low-strength material, including design mixture.
3. Warning tapes.

B. Samples for Verification: For the following products, in sizes indicated below:

1. Geotextile: 12 by 12 inches.
2. Warning Tape: 12 inches long; of each color.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D 2487.
2. Laboratory compaction curve according to ASTM D 698 ASTM D 1557.

C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.5 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Utility Locator Service: Notify Miss Dig for area where Project is located before beginning earth moving operations. Add Employ the services of a private utility locator firm to locate all existing utilities (for work inside the meters).

C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Section 311000 "Site Clearing," are in place.

D. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Erection of sheds or structures.
4. Impoundment of water.
5. Excavation or other digging unless otherwise indicated.
6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

E. Do not direct vehicle or equipment exhaust towards protection zones.

F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Unsatisfactory Soils: Soil Classification Groups OL, CH, MH, OH, and PT according to ASTM D 2487 and Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

C. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve, unless otherwise specified on the plans.

D. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent

passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve, unless otherwise specified on the plans.

E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve, unless otherwise specified on the plans.

F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve, unless otherwise specified on the plans.

G. Drainage Course: Narrowly graded mixture of washed, crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve, unless otherwise specified on the plans.

H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve, unless otherwise specified on the plans.

I. Sand: ASTM C 33; fine aggregate.

J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

K. Rock: Material that cannot be removed by a Caterpillar 316 Excavator or equal without splitting or blasting.

2.2 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
4. Tear Strength: 56 lbf; ASTM D 4533.
5. Puncture Strength: 56 lbf; ASTM D 4833.
6. Apparent Opening Size: No. 40 No. 60 No. 70 sieve, maximum; ASTM D 4751.
7. Permittivity: 0.5 0.2 0.1 per second, minimum; ASTM D 4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
4. Tear Strength: 90 lbf; ASTM D 4533.
5. Puncture Strength: 90 lbf; ASTM D 4833.
6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

B. Protect and maintain erosion and sedimentation controls during earth moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. All excavation shall be unclassified. Rock excavation will be treated as a differing site condition.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

3.3 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.4 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 12 inches each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.5 SUBGRADE INSPECTION

A. Notify Owner when excavations have reached required subgrade.
B. If Owner determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed by the Owner.

C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.

2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Owner, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as identified by Owner, without additional compensation.

3.6 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Owner.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Owner.

3.7 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 UTILITY TRENCH BACKFILL

A. Pipe bedding, initial backfill and trench backfill shall meet the current MDOT requirements.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings.

D. Trenches under Roadways: Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course.

E. Backfill voids with satisfactory soil while removing shoring and bracing.

F. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

G. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing.

H. Place and compact final backfill of satisfactory soil to final subgrade elevation.

I. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.

J. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use engineered fill.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.11 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

D. All earthwork grading shall be within one inch (1" or 0.083') of the elevations called for on the plans. All pavement and surface grading; and curb and gutter elevations shall be within one eighth inch (1/8" or 0.125”) of the elevations called for in the plans. All grading shall drain uniformly to designated low points and all changes in elevation and transition areas shall be with gentle, rounded gradients.

E. No horizontal walk grades will exceed 5% (1 in 20) with the exception of curb ramps which may be up to 8.33% (1 in 12) for a distance of not over 6 feet. No walk cross slopes shall exceed 2% (1 in 50). No barrier free parking spaces and/or loading aprons shall exceed 2% (1 in 50) in any direction.

F. The Owner may check finished grades to ensure compliance with the plans, and the requirements stated above. All paving not meeting these requirements shall be removed and replaced by the Contractor at no cost to the Owner.

3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:

1. Place base course material over subbase course under hot-mix asphalt pavement.
2. Shape subbase course and base course to required crown elevations and cross-slope grades.
3. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
4. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
5. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698 and ASTM D 1557.

C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.15 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place drainage course 6 inches or less in compacted thickness in a single layer.
3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:

1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
2. Determine that fill material and maximum lift thickness comply with requirements.
3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.

B. Testing Agency: Engage a qualified geotechnical engineering testing agency to perform tests and inspections.

C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Owner.

E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.

F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Owner; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Seeding.
2. Hydroseeding.

B. Related Sections:

1. Section 311000 "Site Clearing" for topsoil stripping and stockpiling.
2. Section 312000 "Earth Moving" for excavation, filling and backfilling, and rough grading.

1.2 DEFINITIONS

A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.

B. Finish Grade: Elevation of finished surface of planting soil.

C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

G. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.

H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

I. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.3 ACTION SUBMITTALS

A. Product Data: Foreach type of product indicated.

1. Pesticides and Herbicides: Include product label and manufacturer’s application instructions and specific to this Project

1.4 INFORMATIONAL SUBMITTALS

A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

B. Qualification Data: For qualified landscape Installer.

C. Product Certificates: For soil amendments and fertilizers, from manufacturer.

D. Material Test Reports: For standardized ASTM D 5268 topsoil existing native surface topsoil existing in-place surface soil and imported or manufactured topsoil.

E. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required initial maintenance periods.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.

1. Professional Membership: Installer shall be a member in good standing of the Michigan Nursery and Landscape Association.

2. Experience: Five Years Experience in Turf Installation
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

4. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
5. Pesticide Applicator: State licensed, commercial.

B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.

1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
3. Report suitability of tested soil for turf growth.

    a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
    b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

1.7 PROJECT CONDITIONS

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion

1. Spring Planting: April 15 through May 25
2. Fall Planting: August 20 through October 10

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.8 MAINTENANCE SERVICE

B. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods: Seeded Turf: 60 days from date of Substantial Completion.

a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species: State-certified Class A seed of grass species as follows:

Grass seed shall be applied at the rate of six pounds (6#) per thousand square feet in the following mixture.

SEED	PERCENT/ WEIGHT	MINIMUM PERCENT GERMINATION
Cannon Kentucky Bluegrass	10%	85%
Goldrush Kentucky Bluegrass	10%	85%
Ronde Kentucky Bluegrass	20%	85%
SR5100 Chewing Fescue	20%	85%
SR5200 Creeping Red Fescue	20%	85%
SR4400 Perennial Ryegrass	10%	85%
SR4500 Perennial Ryegrass	10%	85%
	100%	

Seed rate shall be 4 to 6 lbs. per 1000 square feet.

2.2 FERTILIZERS

A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 10 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.3 PLANTING SOILS

A. Planting Soil ASTM D 5268 topsoil, with pH range of 5.5 to 7, not less than 3 percent nor more than 20% organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth. Topsoil shall be classified as a loam, silt loam, silty clay loam, or clay loam as determined from the Bureau of Plant Industry, Soils and Agricultural Engineering, USDA Triangular Soil Texture Chart. Mix ASTM D 5268 topsoil with the following fertilizers in the following quantities to produce planting soil:

1. Weight of Slow-Release Fertilizer per Acre.: 400 pounds.

B. Planting Soil: Existing, in-place surface soil. Verify suitability of existing surface soil to produce viable planting soil. In the top 4”, remove stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.

C. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

D. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant- growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

E. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

2.4 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.5 EROSION-CONTROL MATERIALS

A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.

B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

C. Erosion-Control Mats: Cellular, non-biodegradable slope-stabilization mats designed to isolate and contain small areas of soil over steeply sloped surface, of 3-inch nominal mat thickness. Include manufacturer's recommended anchorage system for slope conditions.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Invisible Structures, Inc.; Slopetame 2.
    b. Presto Products Company, a business of Alcoa; Geoweb.
    c. North American Green: SC150BN
    d. OR APPROVED EQUAL

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
2. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

A. Limit turf subgrade preparation to areas to be planted.

B. Hardpan Areas: Existing subsoil in hardpan areas shall be brought to a friable condition to a depth of 18 inches minimum by scarifying, disc, or harrowing.

1. A meeting to determine hardpan areas shall be held not more than 40 days and not less than 20 days prior to seeding operations between the Contractor and Landscape Architect.

C. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply superphosphate fertilizer directly to subgrade before loosening.
2. Thoroughly blend planting soil off-site before spreading

a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
b. Mix lime with dry soil before mixing fertilizer.

3. Spread planting soil to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

a. Spread approximately 1/2 the thickness of planting soil over loosened subgrade. Mix thoroughly into top 4 inches] of subgrade. Spread remainder of planting soil.

D. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:

1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches of soil. Till soil to a homogeneous mixture of fine texture.

    a. Apply superphosphate fertilizer directly to surface soil before loosening.

3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

E. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

F. The Landscape Architect shall approve the subsoil conditions 2 days (minimum) prior to commencement of seeding operations.

G. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

H. Before planting, obtain Owner's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

A. Prepare area as specified in "Turf Area Preparation" Article.

B. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.

C. Fill cells of erosion-control mat with planting soil and compact before planting.

D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.

E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 SEEDING

A. The Contractor shall till; fine grade; remove all sticks, stones, debris, clay lumps, sod clods and other undesirable materials in the top four (4") inches of soil and have the Landscape Architect approve the seed bed before seeding.
B. After the seedbed has been prepared and approved by the Landscape Architect, the Contractor shall sow the specified seed mixture with a Brillion, or equal, mechanical seeder.
C. The Contractor shall incorporate an equal ratio, complete fertilizer such as 10-10-10 or 12-12-12 in the top two inches (2") of soil or in the hydro-slurry mix at a rate of four hundred pounds per acre (400#/acre).
D. After the seed is installed the entire seedbed area shall be hydro-mulched as specified. All seed areas must be completely and uniformly covered. Light and uneven areas will not be accepted. Care should be taken to prevent overspray of mulch on curbs, walks, pavement, etc. All overspray must be cleaned off.
E. On all seeded areas, the contractor shall incorporate a hydraulically applied erosion control product (HECP), in combination with hydroseeding at a rate of 2000 lbs per acre.
F. For slopes of 4 on 1 (25%) or greater and all drainage swales, the contractor shall cover the entire area with the straw/coconut combination blanket in accordance with the manufacturer’s recommendations.

3.6 TURF MAINTENANCE

A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

    1. All seeded lawn areas shall be maintained by the Contractor for a period of sixty (60) days following germination and for at least three (3) complete mowings.
    2. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
    3. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
    4. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

    1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
    2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

3. If an irrigation system is available, the contractor shall be responsible for its complete operation during the maintenance period. Every effort shall be made to water from early morning to approximately one (1) hour before mid-day. Watering during the mid-day period or during very high winds shall not be permitted without expressed approval by the Owner.
4. The Contractor shall furnish and/or arrange for with the Owner, all equipment and materials necessary to properly conduct all watering operations in a timely, efficient and orderly manner.
5. The Contractor shall utilize all existing water services and irrigation systems; in the manner they were intended, to uniformly and thoroughly water all lawn areas. Spray from watering devices shall not be directed across walks, drives or parking areas or against buildings, except by expressed approval from the Owner.
6. Rotation of watering areas shall be in an organized, orderly manner with every effort made to completely water physically contiguous areas.
7. All watering shall be by spray application at rates that permit continuous absorption without puddling or flowing off-site or into other areas. Flood watering will not be permitted.

C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

1. Mow to a height of 1-1/2 to 2 inches.

D. Turf Postfertilization: Apply slow-release fertilizer after initial mowing and when grass is dry.

1. Use fertilizer that provides actual nitrogen of at least 1 lb/1000 sq. ft**.** to turf area.

3.7 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Owner:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
2. Contractor shall provide as stockpile of seed to the owner following seeding for patching.

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.6 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.7 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 32 9200

SECTION 329300 – PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Plants.
2. Tree stabilization.
3. Tree-watering devices.
4. Landscape edgings.

B. Related Requirements:

1. Section 329200 "Turf and Grasses" for turf (lawn), hydroseeding, and erosion-control materials.

1.3 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than sizes indicated; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than sizes indicated.

D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than the minimum root spread according to ANSI Z60.1 for type and size of plant required.

E. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

F. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.

G. Finish Grade: Elevation of finished surface of planting soil.

H. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.

I. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

J. Planting Area: Areas to be planted.

K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See drawing designations for planting soils.

L. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

M. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

N. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

O. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 COORDINATION

A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

B. Samples for Verification: For each of the following:

1. Trees and Shrubs: Three Samples of each variety and size delivered to site for review. Maintain approved Samples on-site as a standard for comparison.
2. Organic Mulch: 1-quart volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
3. Mineral Mulch: 5 lb of each mineral mulch required, in sealed plastic bags labeled with source of mulch. Sample shall be typical of the lot of material to be delivered and installed on-site; provide an accurate indication of color, texture, and makeup of the material.
4. Weed Control Barrier: 12 by 12 inches.
5. Proprietary Root-Ball-Stabilization Device: One unit.
6. Edging Materials and Accessories: Manufacturer's standard size, to verify color selected.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:

1. Manufacturer's certified analysis of standard products.
2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

D. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.

1. Professional Membership: Installer shall be a member in good standing of the Michigan Nursery and Landscape Association.
2. Experience: Five years' experience in landscape installation.

3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
4. Pesticide Applicator: State licensed, commercial.

B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

D. Plant Material Observation: Owner may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Owner may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Owner of sources of planting materials seven days in advance of delivery to site.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

C. Deliver bare-root stock plants within 24 hours of digging. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.

D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

E. Handle planting stock by root ball.

F. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

G. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

H. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
3. Do not remove container-grown stock from containers before time of planting.
4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.10 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

Deciduous Trees and Shrubs shall be planted during the period September 15 to June 10
Evergreen Trees and Shrubs shall be planted during the period September 15 to June 10
Ground Cover Plants shall be planted during the period of September 15 to October 15 or April 1 to June 10.

C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
   b. Structural failures including plantings falling or blowing over.
   c. Faulty performance of edgings.
   d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
2. Warranty Periods: From date of Substantial Completion.
   a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
3. Include the following remedial actions as a minimum:
   a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
   b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
   c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
   d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Owner, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

D. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name,

including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.

E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 FERTILIZERS

A. Fertilizer Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.

1. Size: 5-20 gram tablets.
2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.3 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

1. Type: Shredded hardwood.
2. Size Range: 3 inches maximum, 1/2 inch minimum].
3. Color: Natural & Red (match existing color at various locations).

B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through a 1-inch sieve; soluble-salt content of 2 to 5 dS/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

2.4 PESTICIDES

A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.5 TREE-STABILIZATION MATERIALS

A. Trunk-Stabilization Materials:

1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
2. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles.
3. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch in diameter.
4. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.
5. Guy Cables: Five-strand, 3/16-inch- diameter, galvanized-steel cable, with zinc-coated turnbuckles, a minimum of 3 inches long, with two 3/8-inch galvanized eyebolts.
6. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.

2.6 LANDSCAPE EDGINGS

A. Aluminum Edging: Standard-profile extruded-aluminum edging, ASTM B 221, Alloy 6063-T6, fabricated in standard lengths with interlocking sections with loops stamped from face of sections to receive stakes.

B. Furnish and install aluminum metal edging as described in this Special Provision in accordance with the Standard Specifications for Construction and as shown on the plans.

C. Furnish 3/16 inch x 5-1/2 inch aluminum edging with black anodized finish. Secure with 12 inch aluminum stakes in accordance with the manufacturer’s recommendations.

D. Submit product literature and sample for approval a minimum of 14 days prior to installation.

E. Paint Color: Black.

2.7 MISCELLANEOUS PRODUCTS

A. Wood Pressure-Preservative Treatment: AWPA U1, Use Category UC4a; acceptable to authorities having jurisdiction, and containing no arsenic or chromium.

B. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

C. Burlap: Non-synthetic, biodegradable.

D. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Owner and replace with new planting soil.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Owner's acceptance of layout before excavating or planting. Make minor adjustments as required.

D. Lay out plants at locations directed by Owner. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits.

1. Excavate planting pits with sides sloping inward at a 45-degree angle. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
2. Excavate approximately three times as wide as ball diameter for balled and burlapped stock.
3. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.

6. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
7. Maintain supervision of excavations during working hours.
8. Keep excavations covered or otherwise protected overnight.

B. Backfill Soil: Subsoil and topsoil removed from excavations may not be used as backfill soil unless otherwise indicated.

C. Obstructions: Notify Owner if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
1. Hardpan Layer: Drill 6-inch- diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.

D. Drainage: Notify Owner if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.4 TREE, SHRUB, AND VINE PLANTING

A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches above adjacent finish grades.

1. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
2. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
3. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
   a. Quantity: As indicated on Drawings.
4. Continue backfilling process. Water again after placing and tamping final layer of soil.
5. Carefully remove root ball from container without damaging root ball or plant.
6. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly

before placing remainder of backfill. Repeat watering until no more water is absorbed.

7. Place planting tablets equally distributed around each planting pit when pit is approximately two-thirds filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
   a. Quantity: As indicated on Drawings.
8. Continue backfilling process. Water again after placing and tamping final layer of soil.

3.5 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.

B. Prune, thin, and shape trees, shrubs, and vines as directed by Owner.

C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Owner, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

D. Do not apply pruning paint to wounds.

3.6 TREE STABILIZATION

A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:

1. Upright Staking and Tying: Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of three stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend to the dimension indicated on Drawings above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.
2. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
   a. Support trees with bands of flexible ties at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.
   b. Support trees with guy cable, connected to the brass grommets of tree-tie webbing at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.
   c. Attach flags to each guy wire, 30 inches above finish grade.
3. Proprietary Staking and Guying Device: Install staking and guying system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.
4. Do not stake evergreens.

3.7 EDGING INSTALLATION

A. Aluminum Edging: Install aluminum edging where indicated according to manufacturer's written instructions. Anchor with aluminum stakes spaced approximately 36 inches apart, driven below top elevation of edging.

3.8 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.9 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.

C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.10 REPAIR AND REPLACEMENT

A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Owner.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Owner.

B. Remove and replace trees that are more than 33 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Owner determines are incapable of restoring to normal growth pattern.

1. Provide new trees of same size as those being replaced for each tree of 6 inches or smaller in caliper size.

2. Provide two new tree(s) of 6-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
3. Species of Replacement Trees: Same species being replaced.

3.11 CLEANING AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.12 MAINTENANCE SERVICE

A. Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1. Maintenance Period: 12 months from date of Substantial Completion.

END OF SECTION 329300

FORMS / STATEMENTS

QUALIFICATION STATEMENT

Each bidder **MUST** complete this form in full. Failure to do so will result in disqualification. All questions must be answered clearly and completely. Bidders may include additional information if desired.

A. Experience Requirements

The bidder must have experience with municipal sign projects of similar size. Provide at least three (3) references from the past five (5) years of similar size and scope. There should include signs constructed concurrently in the State of Michigan. List references below:

1. _____
2. _____
3. _____
4. _____
5. _____

B. Provide a brief company history, including the date established.

C. Provide a list of current projects.

D. A completed subcontractors' sheet must be included.

E. All signs **MUST** be completed by September 4, 2026. Construction of all signs is expected to occur concurrently.

PROGRESS SCHEDULE

Schedule to be provided upon notification of contract award.

Project Name: Parks and Municipal Building Signs

OUTLINE OF PROPOSED ORDER OF WORK FOR MAJOR ITEMS INCLUDED IN PROPOSAL -

If approved, this outline will become part of the contract.

Item of Work	Proposed Starting Date	Proposed Completion Date

CONTRACTOR: **BY:** **DATE:**

Bidder Company Name_____

LIST OF SUBCONTRACTORS

LIST ALL SUBCONTRACTORS: To be completed as part of Bid Proposal.

Name of Subcontractor Type of Work Amount

CONSTRUCTION PLANS
MUNICIPAL BUILDING AND PARK SIGNS
CITY OF WYOMING, MICHIGAN
BID PACKAGE #1 - 02.03.2026

SHEET INDEX

1	Sign Location Maps	A	Public Works Sign
2	Typical Illuminated Monument Sign Plan and Elevations	B	City Hall Signs
3	Typical Illuminated Monument Sign Sections	C	District Court Sign
4	Typical Monument (Non-Illuminated) Sign Plan and Elevations	D	Wastewater Treatment Plant Sign
5	Typical Monument (Non-Illuminated) Sign Sections	E	Drinking Water Plant Sign
6	Typical Landscape Details	F	Lemery Park Sign

MCSA GROUP, INC.

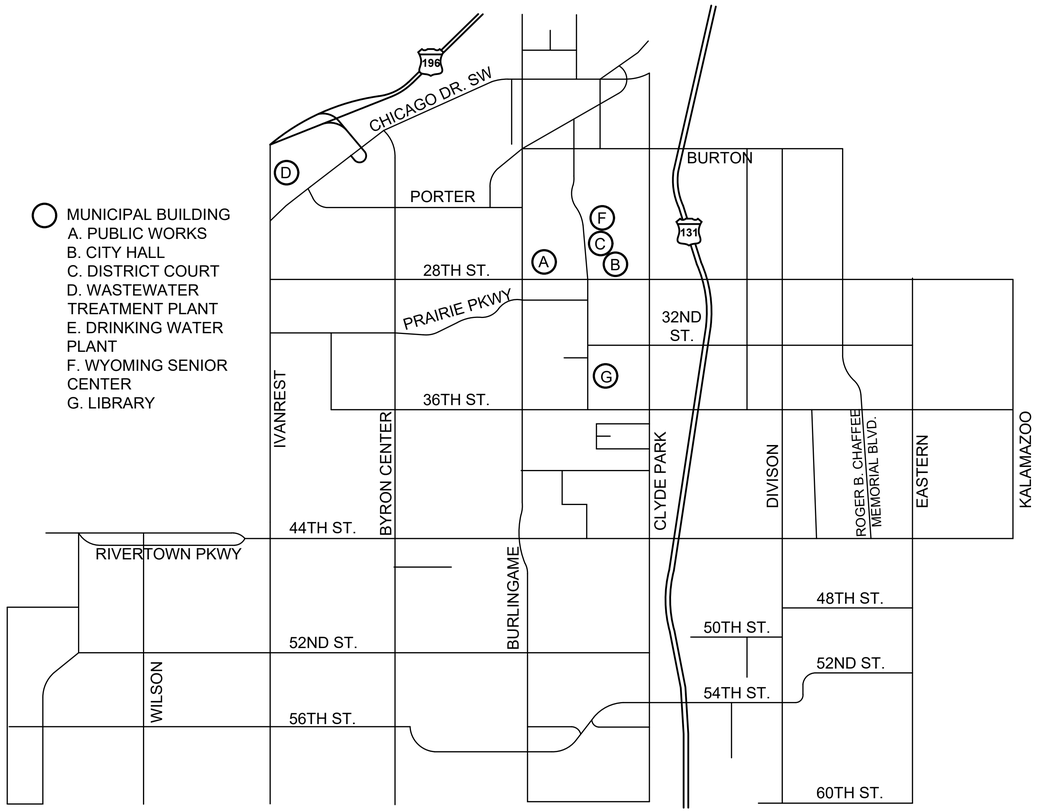
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PARK AND MUNICIPAL BUILDING SIGNS - PROJECT NO. 2242

MCSA GROUP, INC.

MUNICIPAL BUILDING
A. PUBLIC WORKS
B. CITY HALL
C. DISTRICT COURT
D. WASTEWATER TREATMENT PLANT
E. DRINKING WATER PLANT
F. WYOMING SENIOR CENTER
G. LIBRARY

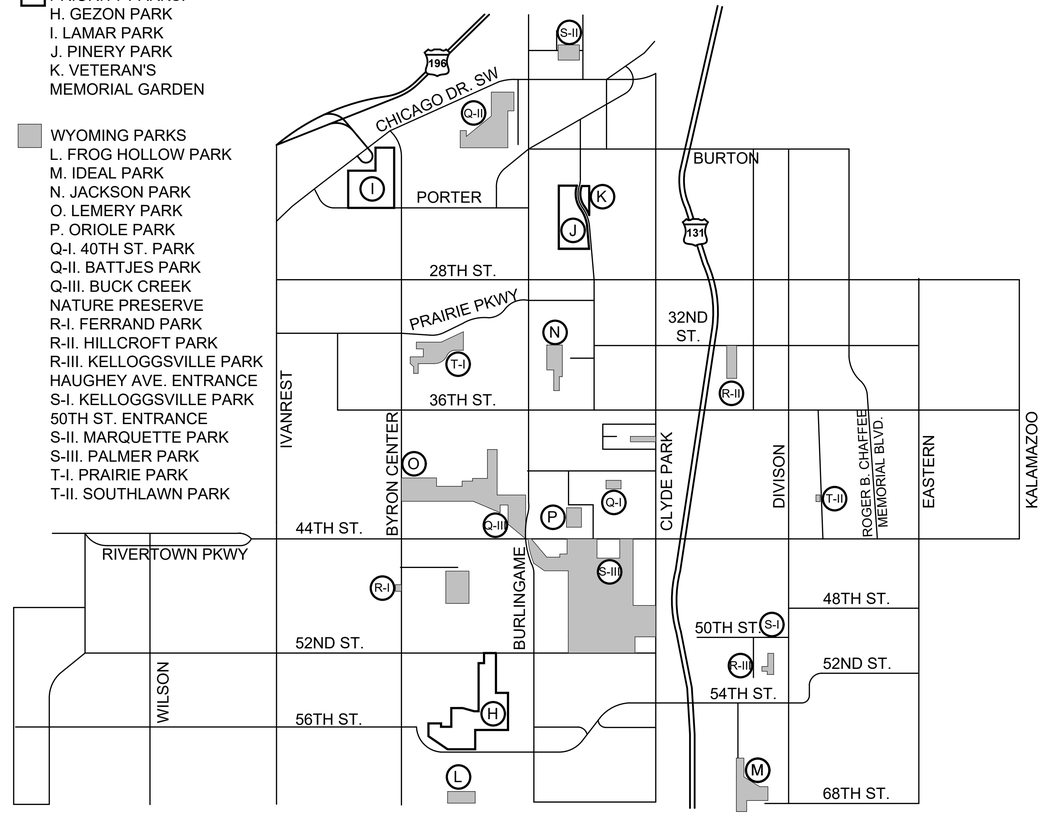


MUNICIPAL SIGN LOCATION MAP

NORTH

PRIORITY PARKS:
H. GEZON PARK
I. LAMAR PARK
J. PINERY PARK
K. VETERAN'S MEMORIAL GARDEN

WYOMING PARKS
L. FROG HOLLOW PARK
M. IDEAL PARK
N. JACKSON PARK
O. LEMERY PARK
P. ORIOLE PARK
Q-I. 40TH ST. PARK
Q-II. BATTJES PARK
Q-III. BUCK CREEK NATURE PRESERVE
R-I. FERRAND PARK
R-II. HILLCROFT PARK
R-III. KELLOGGSVILLE PARK
HAUGHEY AVE. ENTRANCE
S-I. KELLOGGSVILLE PARK
50TH ST. ENTRANCE
S-II. MARQUETTE PARK
S-III. PALMER PARK
T-I. PRAIRIE PARK
T-II. SOUTHLAWN PARK



PARK SIGN LOCATION MAP

NORTH

PARKS AND MUNICIPAL BUILDING SIGNS

CITY OF WYOMING, MICHIGAN

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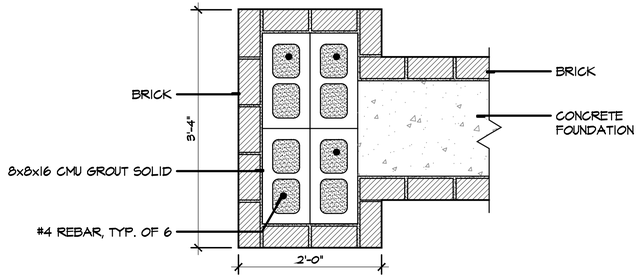
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Sign Location Maps

DATE 02.03.2026
REVISIONS

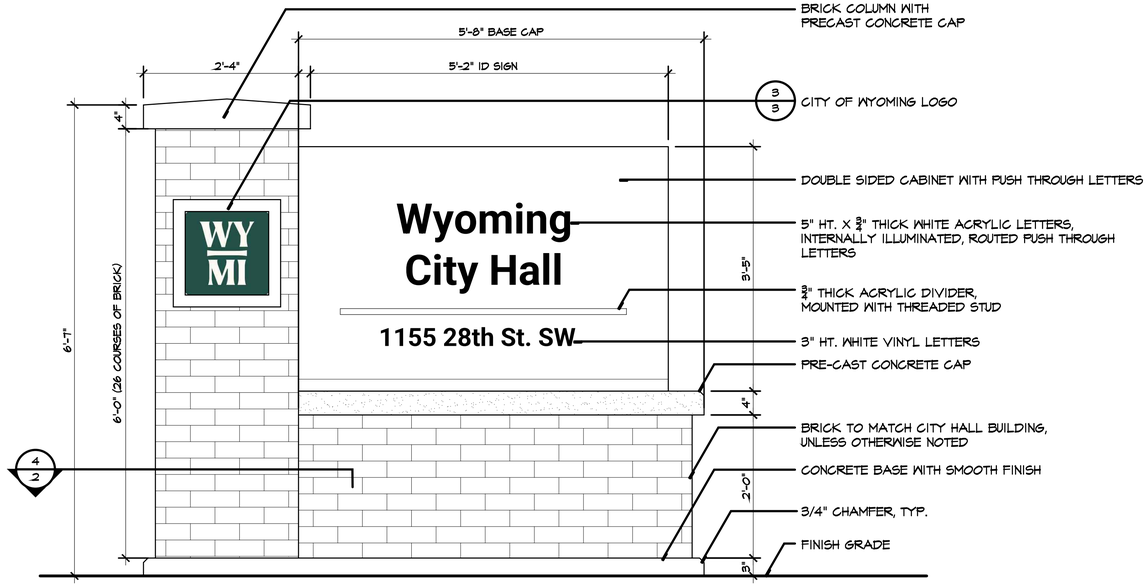
PROJECT NO. 2242
SHEET NO. 1

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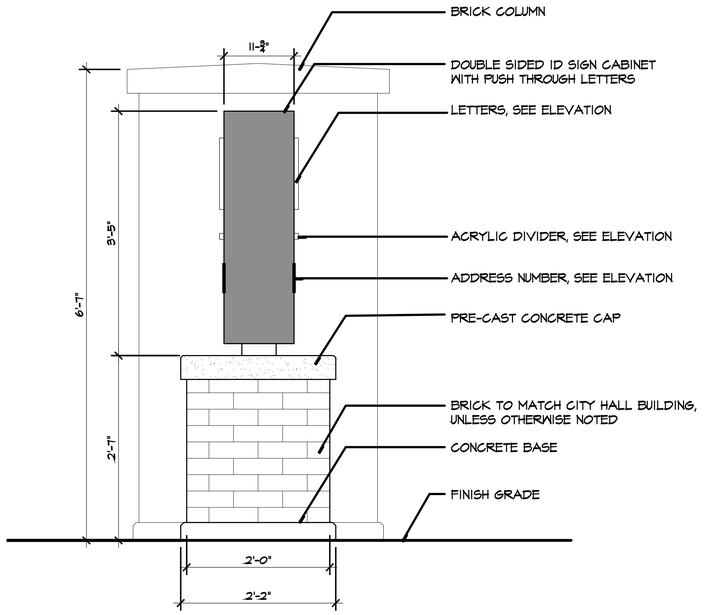
4/2 Brick Column Plan Section

Scale: 1"=1'-0"



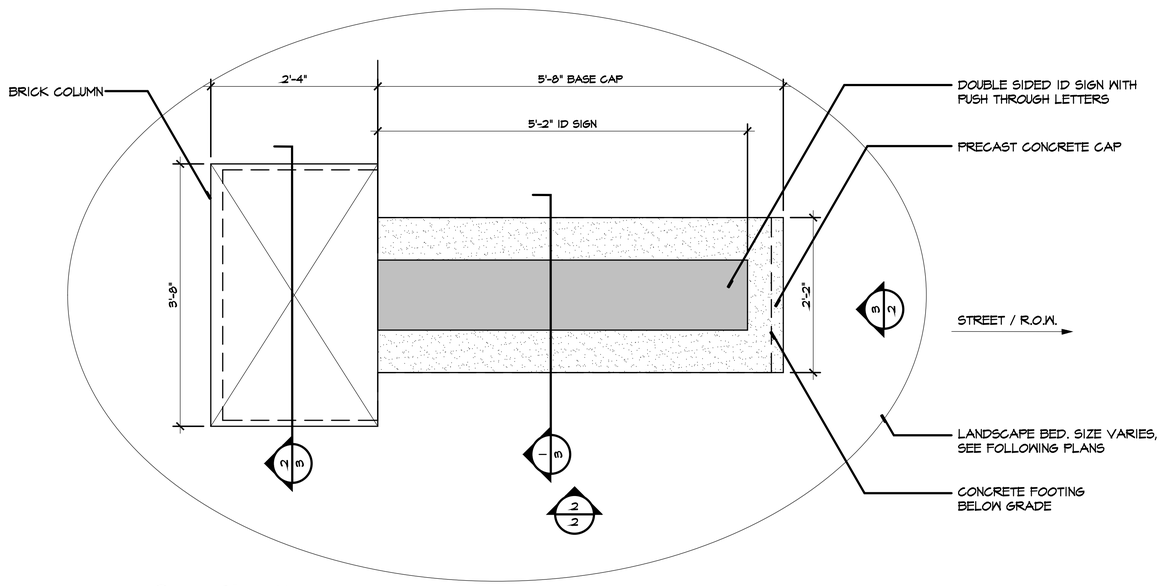
2/2 Front Elevation

Scale: 1"=1'-0" PROVIDE SUBMITTALS



3/2 Side Elevation

Scale: 1"=1'-0" PROVIDE SUBMITTALS



1/2 Sign Plan View

Scale: 1"=1'-0"

GENERAL NOTES:

1. SIGN FONT, LOGO, AND COLORS TO MATCH CITY BRANDING GUIDE. BRANDING GUIDE WILL BE PROVIDED TO THE CONTRACTOR.
2. ID SIGN CABINET TO BE PAINTED FOREST GREEN (PMS 175-15C) AS PER CITY BRANDING GUIDELINES.
3. ACRYLIC DIVIDER TO BE PAINTED PARK GREEN (PMS 142-5C) AS PER CITY BRANDING GUIDELINES.
4. SIGN MANUFACTURE TO PROVIDE SHOP DRAWINGS FOR REVIEW.
5. CONTRACTOR TO PROVIDE BRICK SAMPLE FOR VERIFICATION PRIOR TO INSTALLATION.

PRE-CAST CONCRETE CAP GENERAL NOTES:

1. PRE-CAST CAP TO BE STANDARD LIMESTONE COLOR.
2. CAP TO HAVE CHAMFER AND DRIP EDGE.
3. CAP TO BE SEALED WITH HIGH PERFORMANCE WEATHER SEALER.
4. CAP SHALL BE ANCHORED WITH STAINLESS STEEL DOWELS AND GROUTED IN PLACE.
5. PROVIDE SHOP DRAWINGS.

ID SIGN CABINET NOTES:

1. DOUBLE SIDED MONUMENT SIGN ON MASONRY BASE, UNLESS OTHERWISE NOTED.
2. 1.5" ALUMINUM ANGLE FRAME WITH WELDED CONSTRUCTION.
3. INTERNAL TUBULAR STEEL SET IN FOUNDATION BY MASON.
4. ALUMINUM GRID WORK FOR LED LIGHTING ATTACHMENT.
5. ACCESS PANELS IN THE SIDES OF THE STRUCTURE FOR SERVICE TO BE PROVIDED.
6. FACES TO BE .100" ALUMINUM SHEET.
7. PAINTED FINISH - MATTHEWS ACRYLIC POLYURETHANE SATIN UV CLEAR COAT.

INTERNAL LIGHTING NOTES:

1. UL LISTED AND LABELED WITH DISCONNECT OF CIRCUIT AT POINT OF ENTRY.
2. WHITE LED ILLUMINATION TO BE PRINCIPAL QWIKMOD 2-7100K TRUE WHITE MODULES.
3. LED DRIVERS TO BE PRINCIPAL, 12 VDC CLASS 2 POWER SUPPLIES.
4. INTEGRATED 120 VOLT BUTTON MOUNT PHOTO CONTROL.

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PARKS AND MUNICIPAL BUILDING SIGNS
CITY OF WYOMING, MICHIGAN

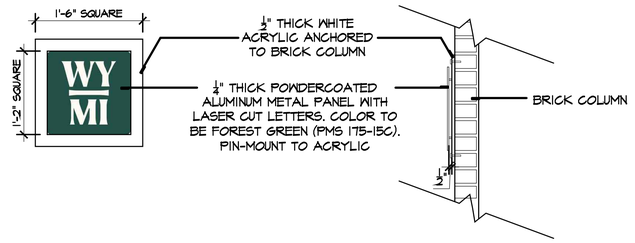
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Typical Illuminated Monument Sign Plan and Elevations

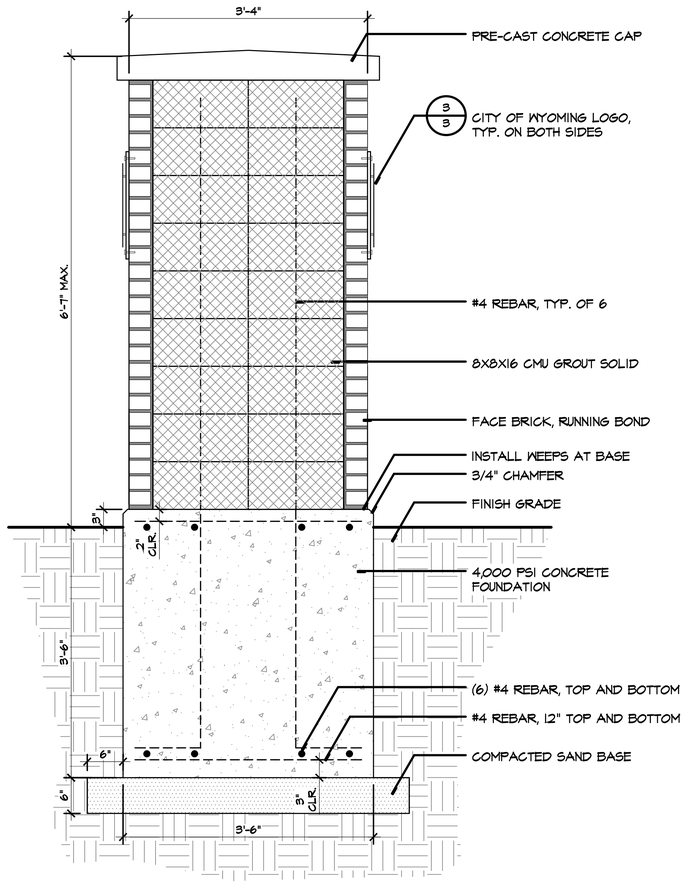
DATE 02.03.2026
REVISIONS

PROJECT NO. 2242
SHEET NO. 2



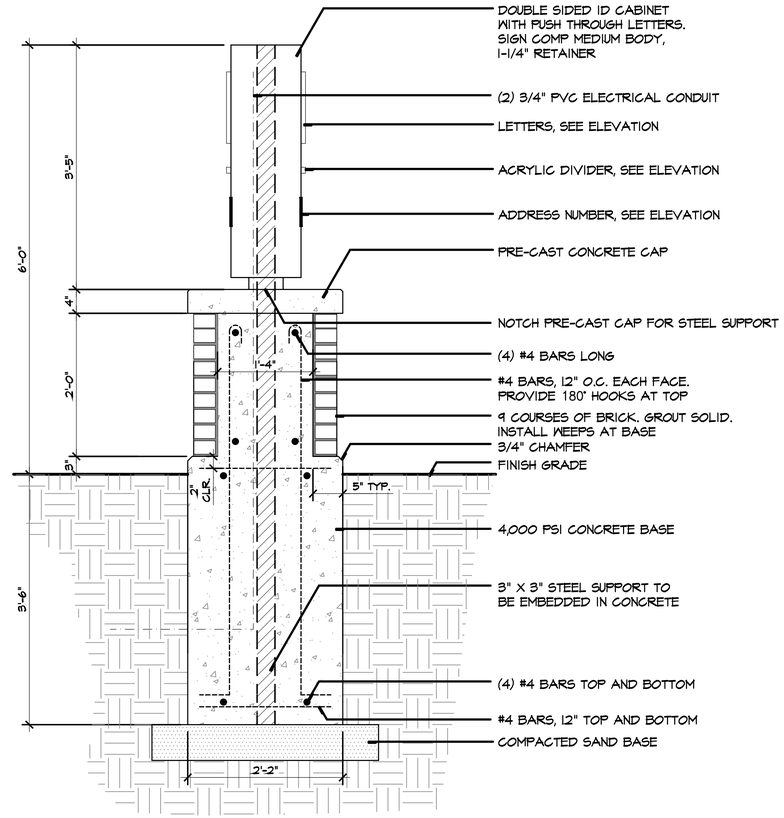
3/3 Logo Section & Elevation

Scale: 1"=1'-0" **PROVIDE SUBMITTALS**



3/2 Brick Column Section

Scale: 1"=1'-0" **PROVIDE SUBMITTALS**



1/3 Sign Section

Scale: 1"=1'-0" **PROVIDE SUBMITTALS**

PARKS AND MUNICIPAL BUILDING SIGNS
CITY OF WYOMING, MICHIGAN

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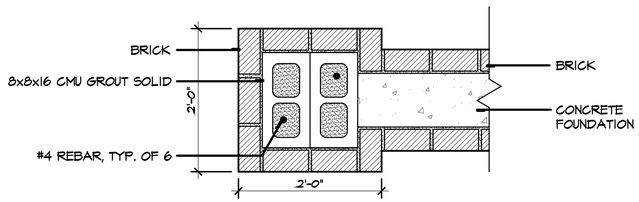
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Typical Illuminated Monument Sign Sections

DATE 02.03.2026
REVISIONS

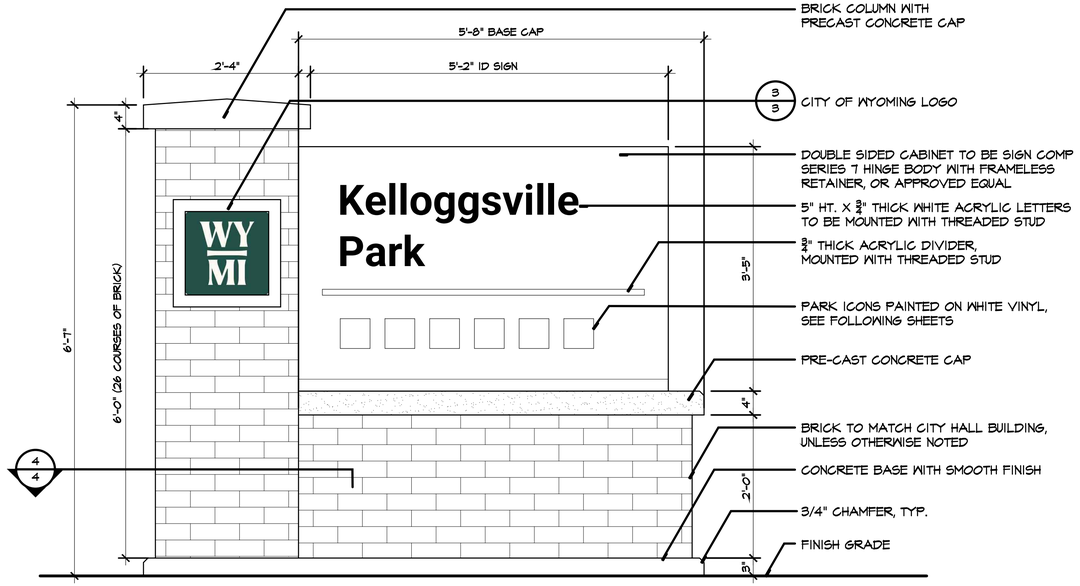
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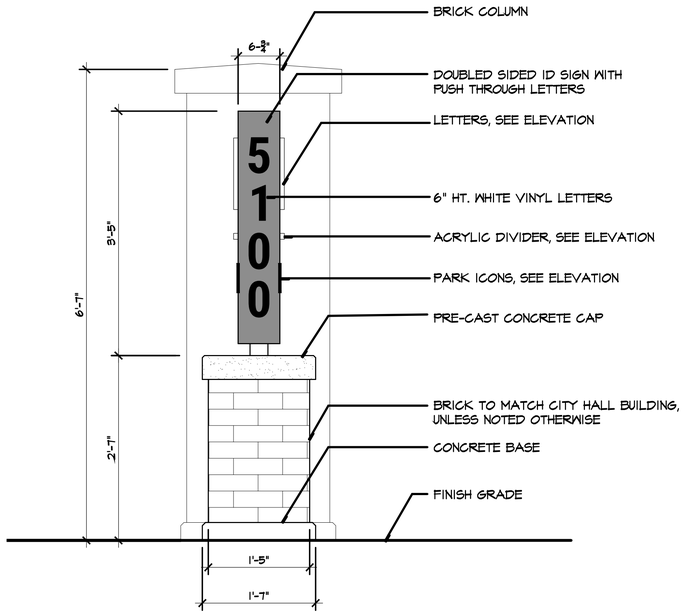
4/4 Brick Column Plan Section

Scale: 1"=1'-0"



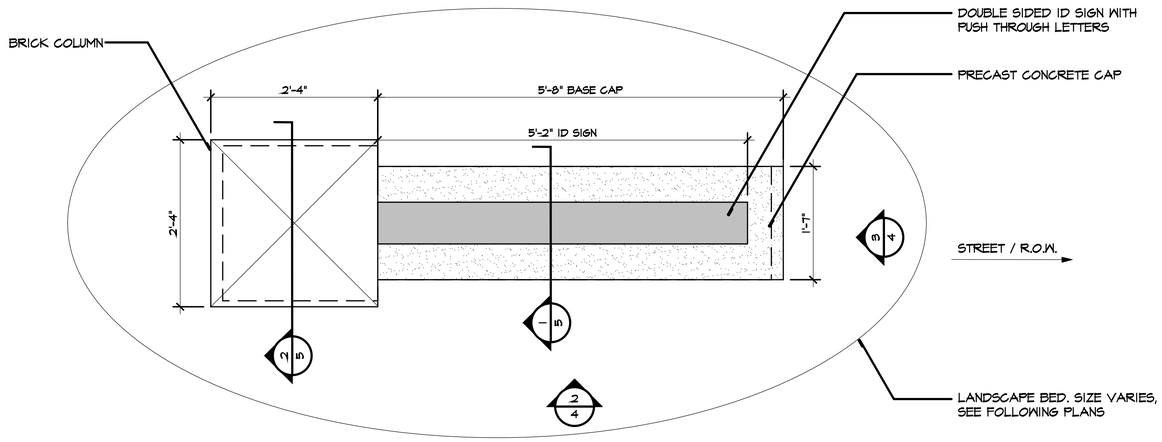
2/4 Front Elevation

Scale: 1"=1'-0" PROVIDE SUBMITTALS



3/4 Side Elevation

Scale: 1"=1'-0" PROVIDE SUBMITTALS



1/4 Sign Plan View

Scale: 1"=1'-0"

GENERAL NOTES:

1. SIGN FONT, LOGO, AND COLORS TO MATCH CITY BRANDING GUIDE. BRANDING GUIDE WILL BE PROVIDED TO THE CONTRACTOR.
2. ID SIGN CABINET TO BE PAINTED FOREST GREEN (PMS 175-15C) AS PER CITY BRANDING GUIDELINES.
3. ACRYLIC DIVIDER TO BE PAINTED PARK GREEN (PMS 142-5C) AS PER CITY BRANDING GUIDELINES.
4. SIGN MANUFACTURE TO PROVIDE SHOP DRAWINGS FOR REVIEW.
5. CONTRACTOR TO PROVIDE BRICK SAMPLE FOR VERIFICATION PRIOR TO INSTALLATION.

PRE-CAST CONCRETE CAP GENERAL NOTES:

1. PRE-CAST CAP TO BE STANDARD LIMESTONE COLOR.
2. CAP TO HAVE CHAMFER AND DRIP EDGE.
3. CAP TO BE SEALED WITH HIGH PERFORMANCE WEATHER SEALER.
4. CAP SHALL BE ANCHORED WITH STAINLESS STEEL DOWELS AND GROUTED IN PLACE.
5. PROVIDE SHOP DRAWINGS.

ID SIGN CABINET NOTES:

1. DOUBLE SIDED MONUMENT SIGN ON MASONRY BASE, UNLESS OTHERWISE NOTED.
2. INTERNAL TUBULAR STEEL SET IN FOUNDATION BY MASON.
3. FACES TO BE .100" ALUMINUM SHEET.
4. PAINTED FINISH - MATTHEWS ACRYLIC POLYURETHANE SATIN UV CLEAR COAT.

PARKS AND MUNICIPAL BUILDING SIGNS
CITY OF WYOMING, MICHIGAN

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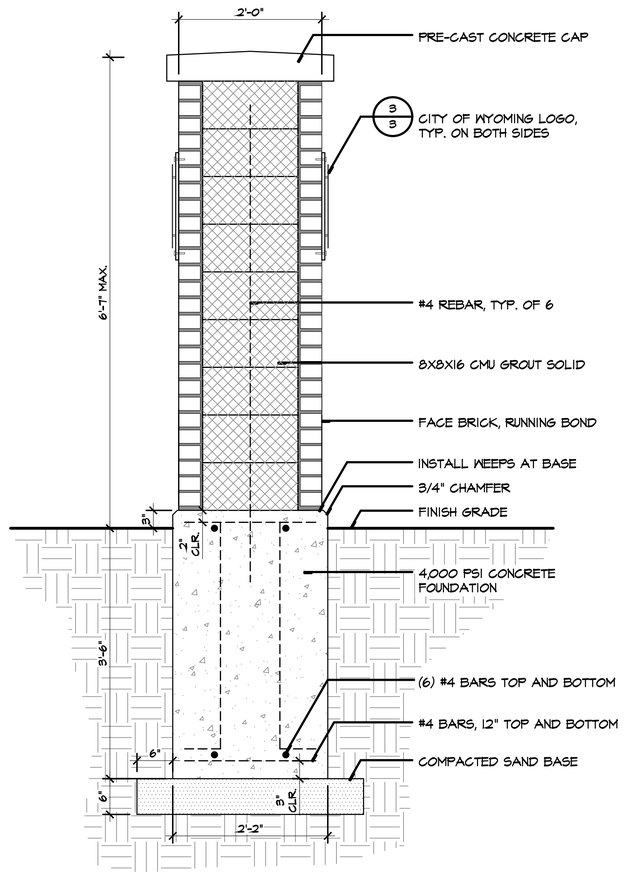
SCALE: As Shown

Typical Monument (Non-Illuminated) Sign Plan and Elevations

DATE 02.03.2026
REVISIONS

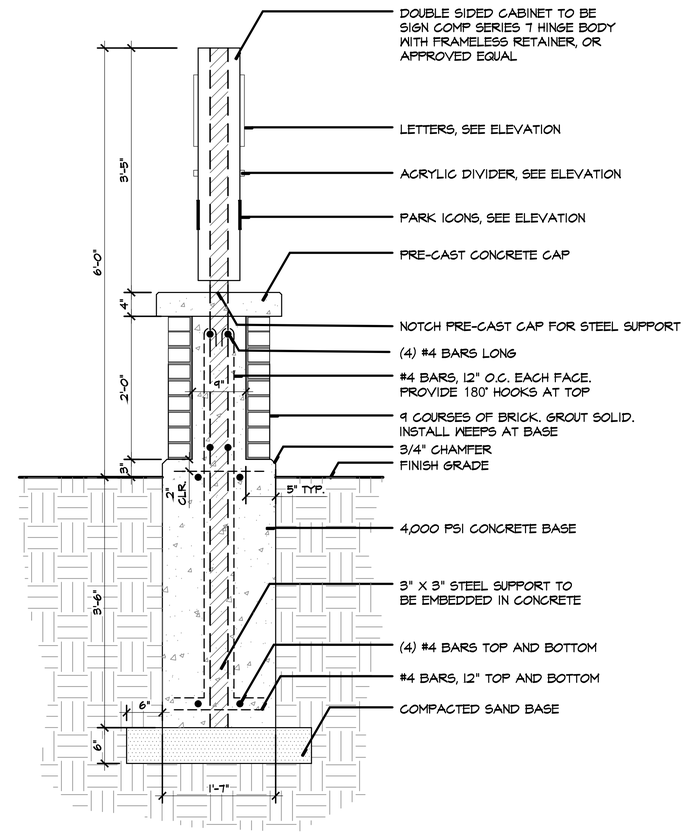
PROJECT NO. 2242
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2/5 Brick Column Section

Scale: 1"=1'-0" PROVIDE SUBMITTALS



1/5 Sign Section

Scale: 1"=1'-0" PROVIDE SUBMITTALS

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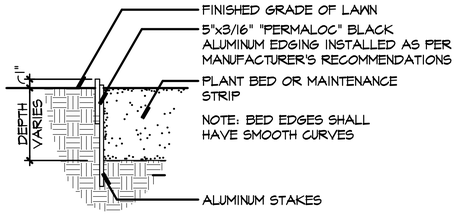
SCALE: As Shown

Typical Monument (Non-Illuminated) Sign Sections

DATE 02.03.2026
REVISIONS

PROJECT NO. 2242
SHEET NO. 5

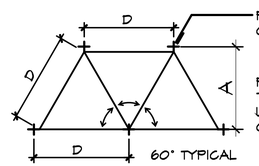
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3/6 Landscape Edger

Scale: 1-1/2"=1'-0"

PLANTING LOCATIONS AS SHOWN ON PLANS

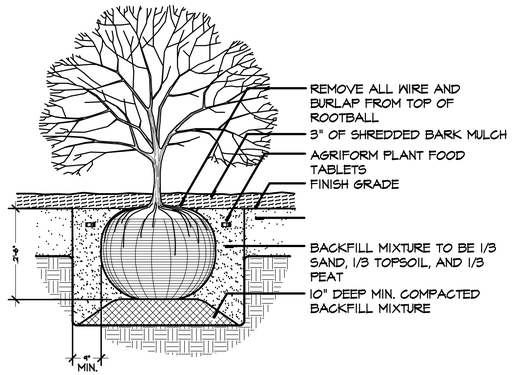


SPACING CHART

SPACING	D	A
12" O.C.	12"	10.4"
18" O.C.	18"	15.6"
24" O.C.	24"	20.8"

2/6 Plant Spacing Diagram

Scale: Not To Scale



1/6 Shrub Installation

Scale: 1/2"=1'-0"

LANDSCAPE NOTES

1. PLANTING SOIL AND MULCH FOR ALL SHRUBS AND PERENNIALS SHALL BE AS PER APPROPRIATE DETAIL..

2. ALL DISTURBED AREAS SHALL BE SEEDED AND RESTORED, UNLESS OTHERWISE NOTED.

3. SEE SPECIFICATION FOR SEED MIX.

4. CONTRACTOR TO FURNISH AND INSTALL 4" MINIMUM OF SCREENED TOPSOIL ON ALL AREAS TO RECEIVED SEED. EXISTING ON SITE TOP SOIL MAY BE USED. IT MUST BE TESTED AND AMENDED PER SPECIFICATIONS. IF THERE IS NOT ENOUGH TOPSOIL TO ACHIEVE A MINIMUM OF 4" DEPTH, THEN TOP SOIL SHALL BE IMPORTED.

5. FINISH SURFACE OF SEEDED LAWN SHALL BE 1" BELOW TOP FINISH SURFACE OF WALK TO ALLOW FOR GROWTH OF TURF.

6. SEE FOLLOWING SHEETS FOR PLANT LIST AND QUANTITIES AT EACH SIGN LOCATION.

PARKS AND MUNICIPAL BUILDING SIGNS

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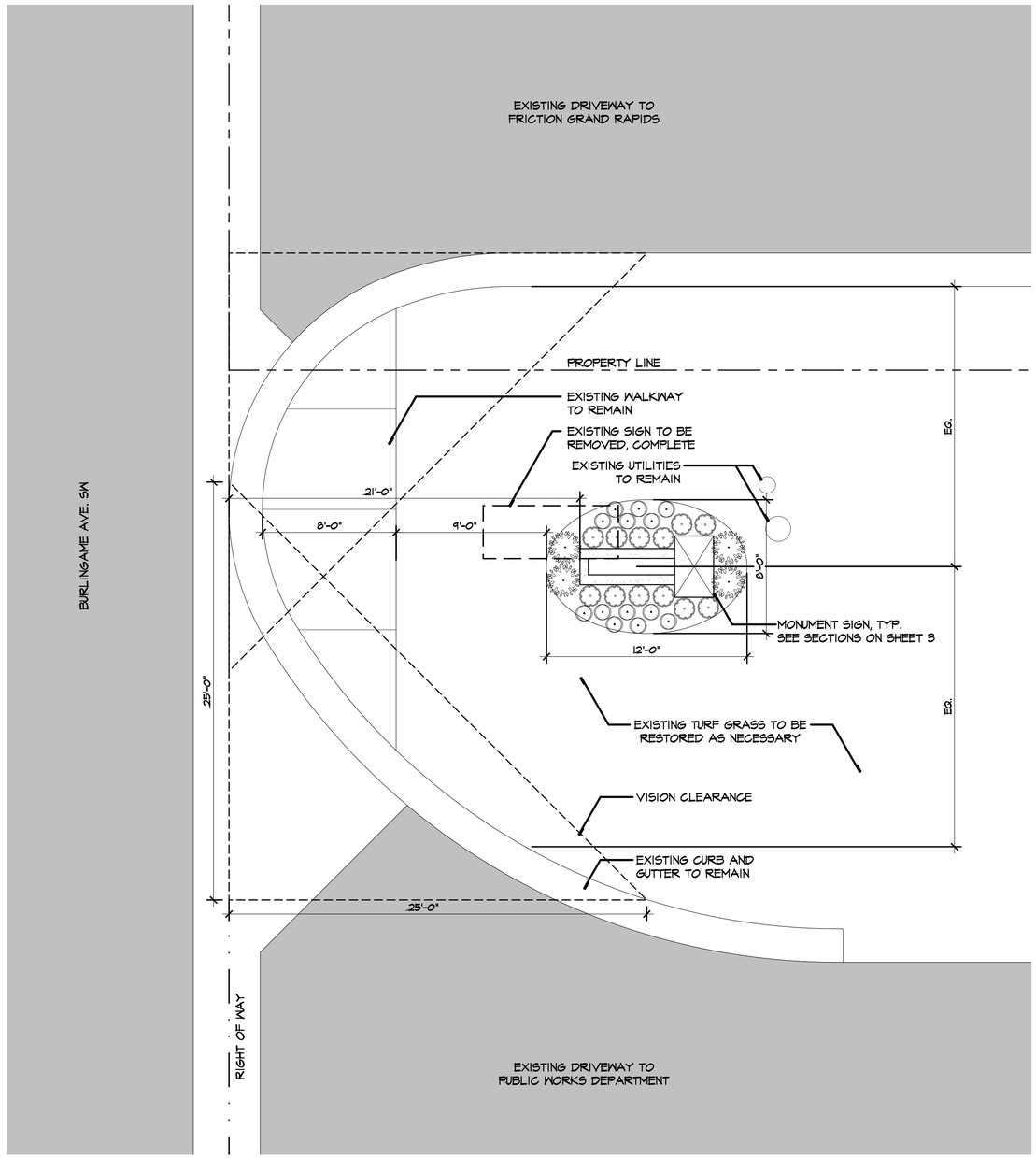
SCALE: As Shown

Typical Landscape Details

DATE 02.03.2026
REVISIONS

PROJECT NO. 2242
SHEET NO. 6

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2/A **Sign Plan View**
Scale: 1/4"=1'-0"

PLANT MATERIAL LIST

PLANT KEY	TOTAL QUANTITY	SIZE	COMMON NAME / BOTANICAL NAME
DECIDUOUS SHRUBS:			
	4	5 GAL.	ST. JOHN'S WORT Hypericum kalmianum 'Blues Festival'
PERENNIALS			
	12	1 GAL.	BUTTERFLY MILKWEED Asclepias tuberosa
	13	1 GAL.	TICKSEED Coreopsis 'Candy Stripes'



1/A **Front Elevation**
Scale: 1"=1'-0" PROVIDE SUBMITTALS

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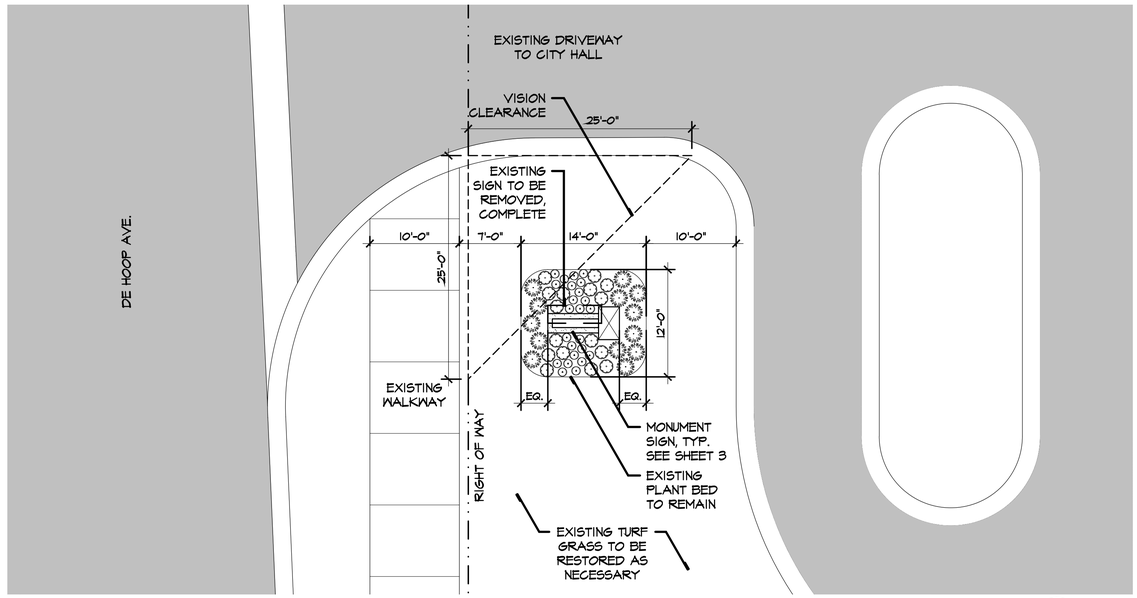
SCALE: As Shown

Public Works Sign Plan and Elevations

DATE 02.03.2026
REVISIONS

PROJECT NO. 2242
SHEET NO. A

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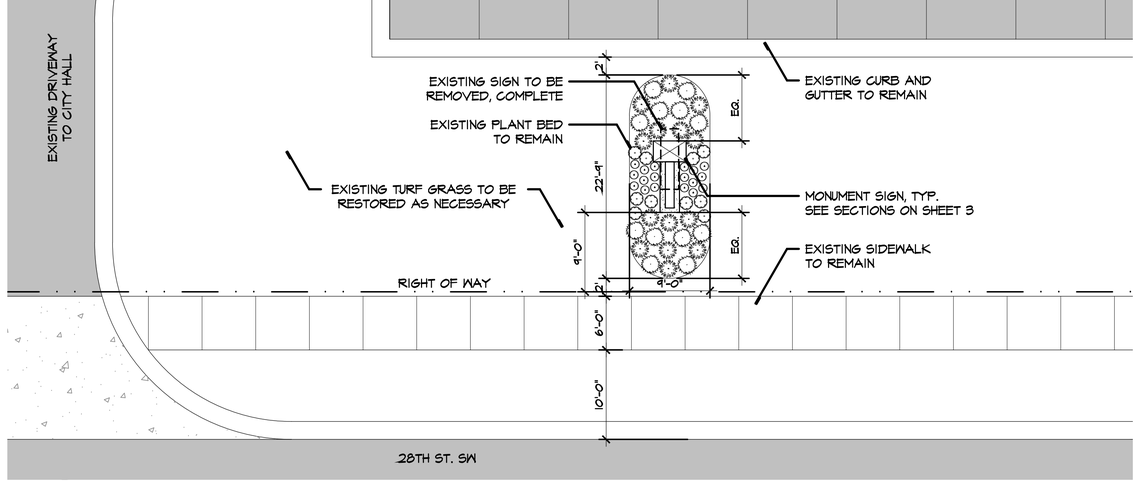


3/B-1 De Hoop Ave. Entrance - Sign Plan View

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

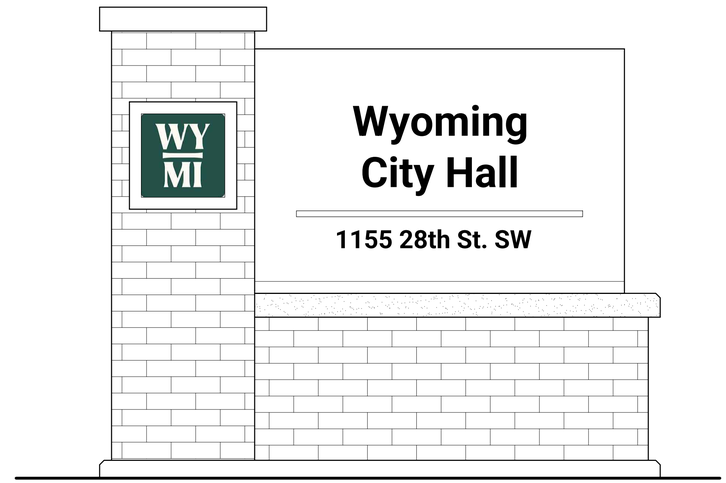
PLANT MATERIAL LIST

PLANT KEY	TOTAL QUANTITY	SIZE	COMMON NAME / BOTANICAL NAME
DECIDUOUS SHRUBS:			
	27	5 GAL.	SHRUBBY CINQUEFOIL Potentilla fruticosa 'Pink Beauty'
	12	5 GAL.	DWARF CRANBERRY BUSH Viburnum opulus 'Nanum'
PERENNIALS			
	26	1 GAL.	BLAZING STAR Liatris 'Kobold'
	42	1 GAL.	BLACK-EYED SUSAN Rudbeckia hirta 'Little Goldstar'



2/B-1 28th St. Entrance - Sign Plan View

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



1/B-1 Front Elevation

Scale: 1"=1'-0" PROVIDE SUBMITTALS

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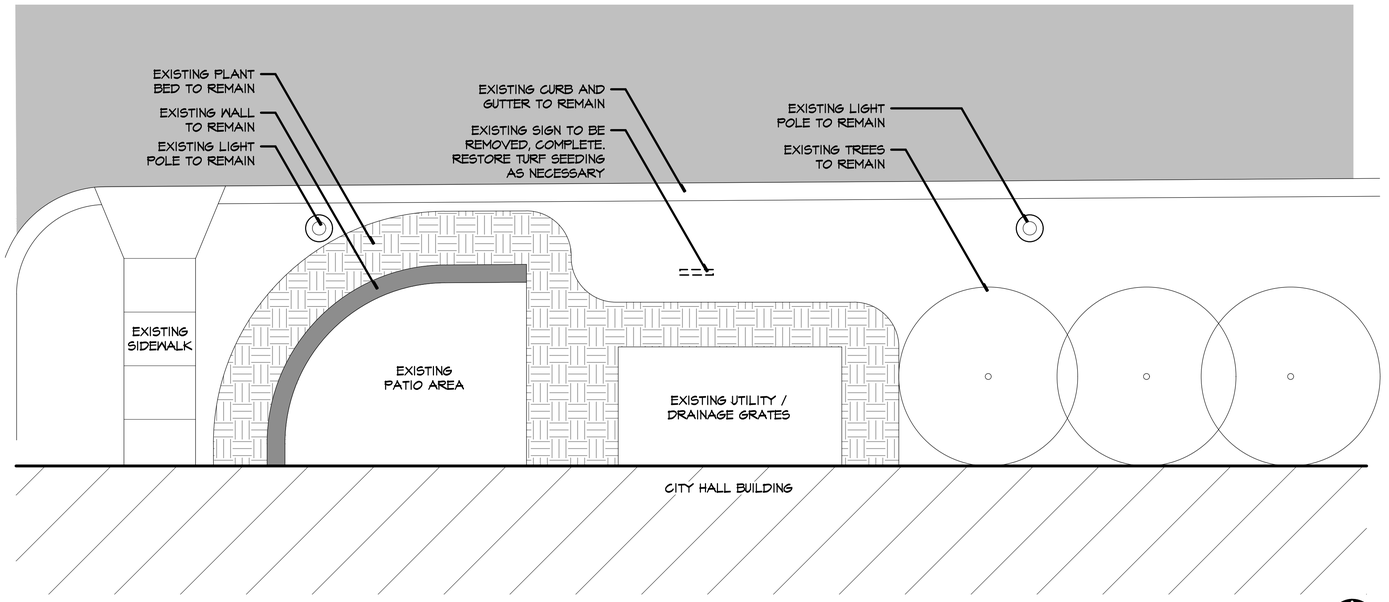
SCALE: As Shown

City Hall Sign Plan and Elevations

DATE 02.03.2026
REVISIONS

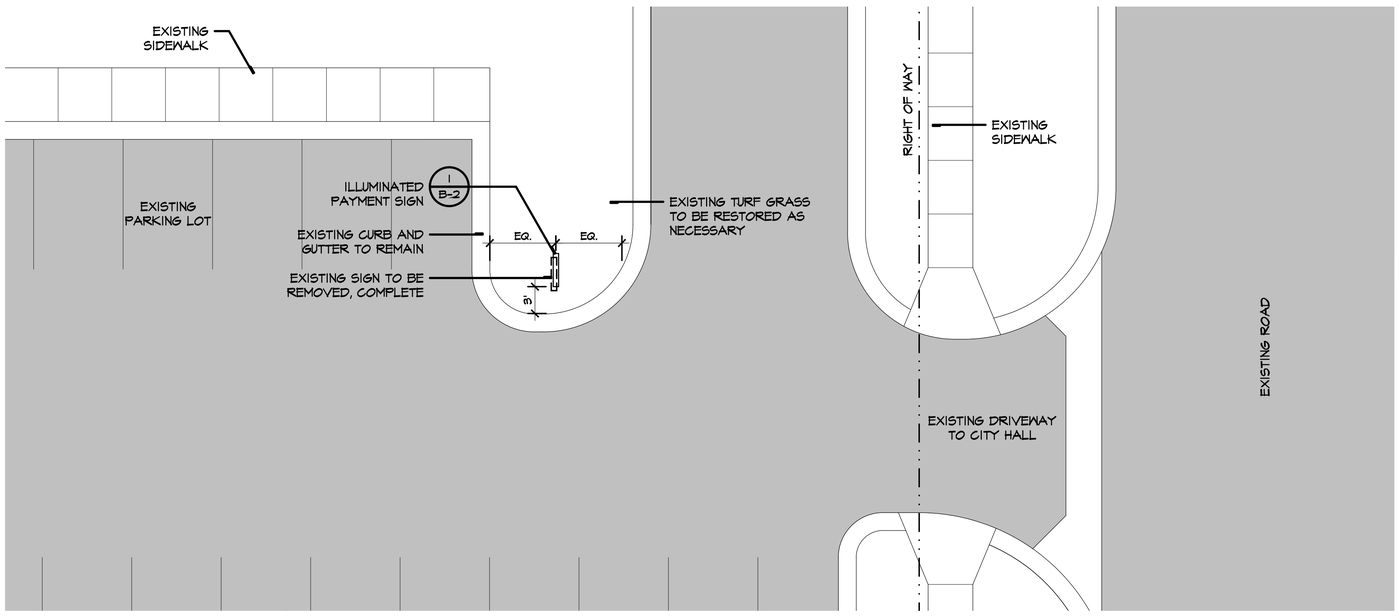
PROJECT NO. 2242
SHEET NO. B-1

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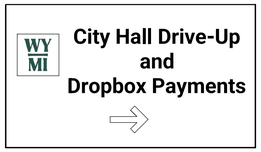
3/B-2 Payment Sign (North Side) - Plan View

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

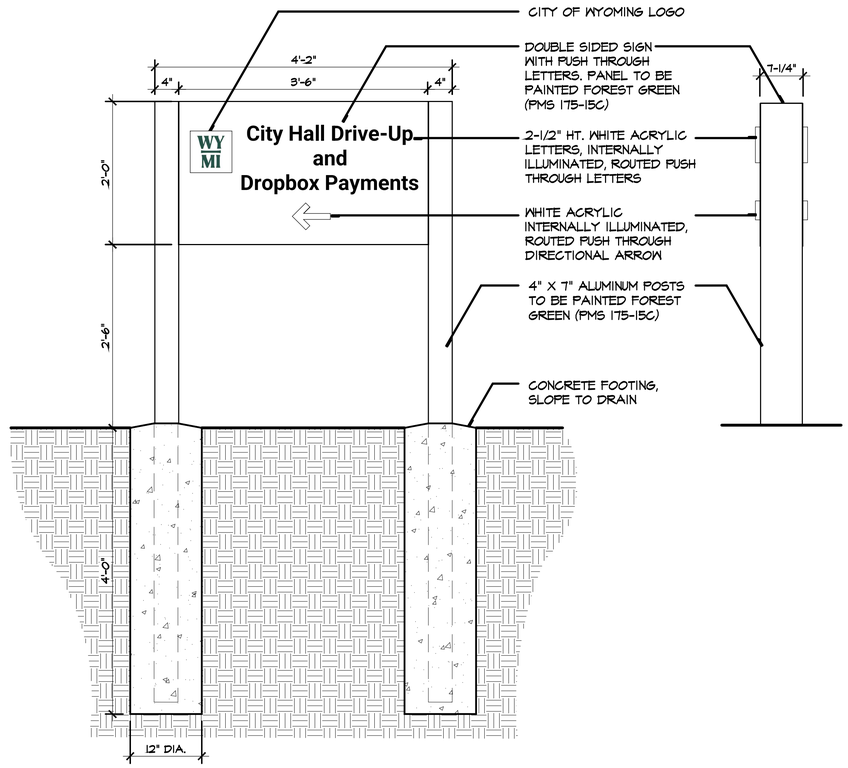


2/B-2 Payment Sign (East Side) - Plan View

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



PAYMENT SIGN - EAST FACE
SCALE: 1"=1'-0"



1/B-2 Payment Sign - West Face

Scale: 1"=1'-0" PROVIDE SUBMITTALS

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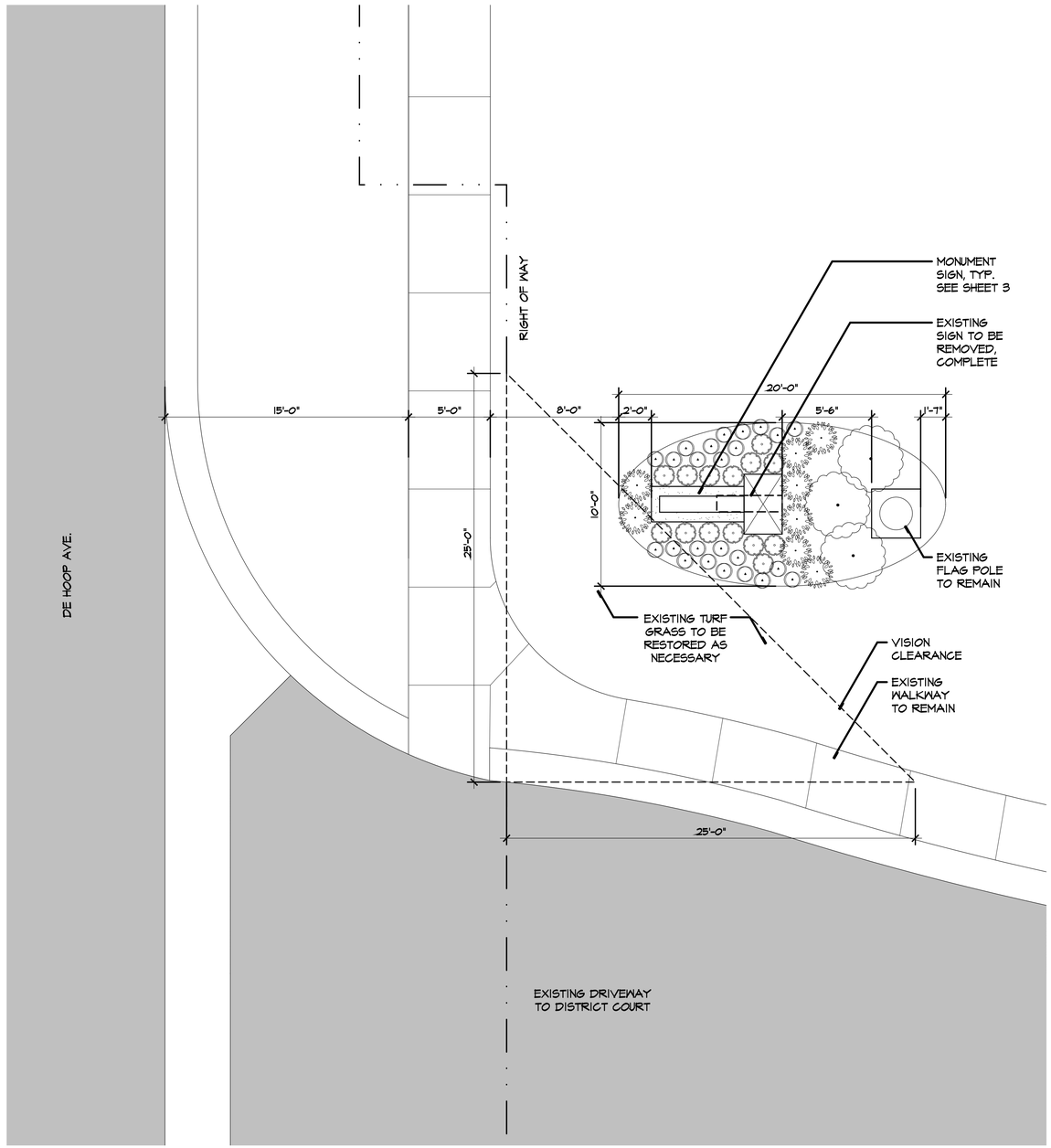
SCALE: As Shown

City Hall Sign Plan and Elevations

DATE 02.03.2026
REVISIONS

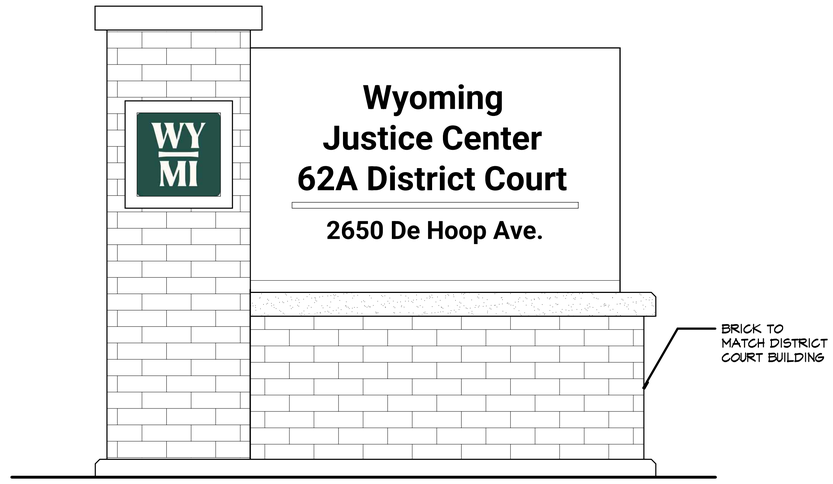
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SHEET NO. B-2

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PLANT MATERIAL LIST

PLANT KEY	TOTAL QUANTITY	SIZE	COMMON NAME / BOTANICAL NAME
DECIDUOUS SHRUBS:			
	3	5 GAL.	HYDRANGEA Hydrangea paniculata 'Limelight Prime'
	8	5 GAL.	SHRUBBY CINQUEFOIL Potentilla fruticosa 'Pink Beauty'
PERENNIALS			
	14	1 GAL.	CONEFLOWER Echinacea purpurea 'Kismet White'
	24	1 GAL.	BLUE STAR Amsonia 'Blue Ice'



2/C **Sign Plan View**
Scale: 1/4"=1'-0"

1/C **Front Elevation**
Scale: 1"=1'-0"

PROVIDE SUBMITTALS

PARKS AND MUNICIPAL BUILDING SIGNS
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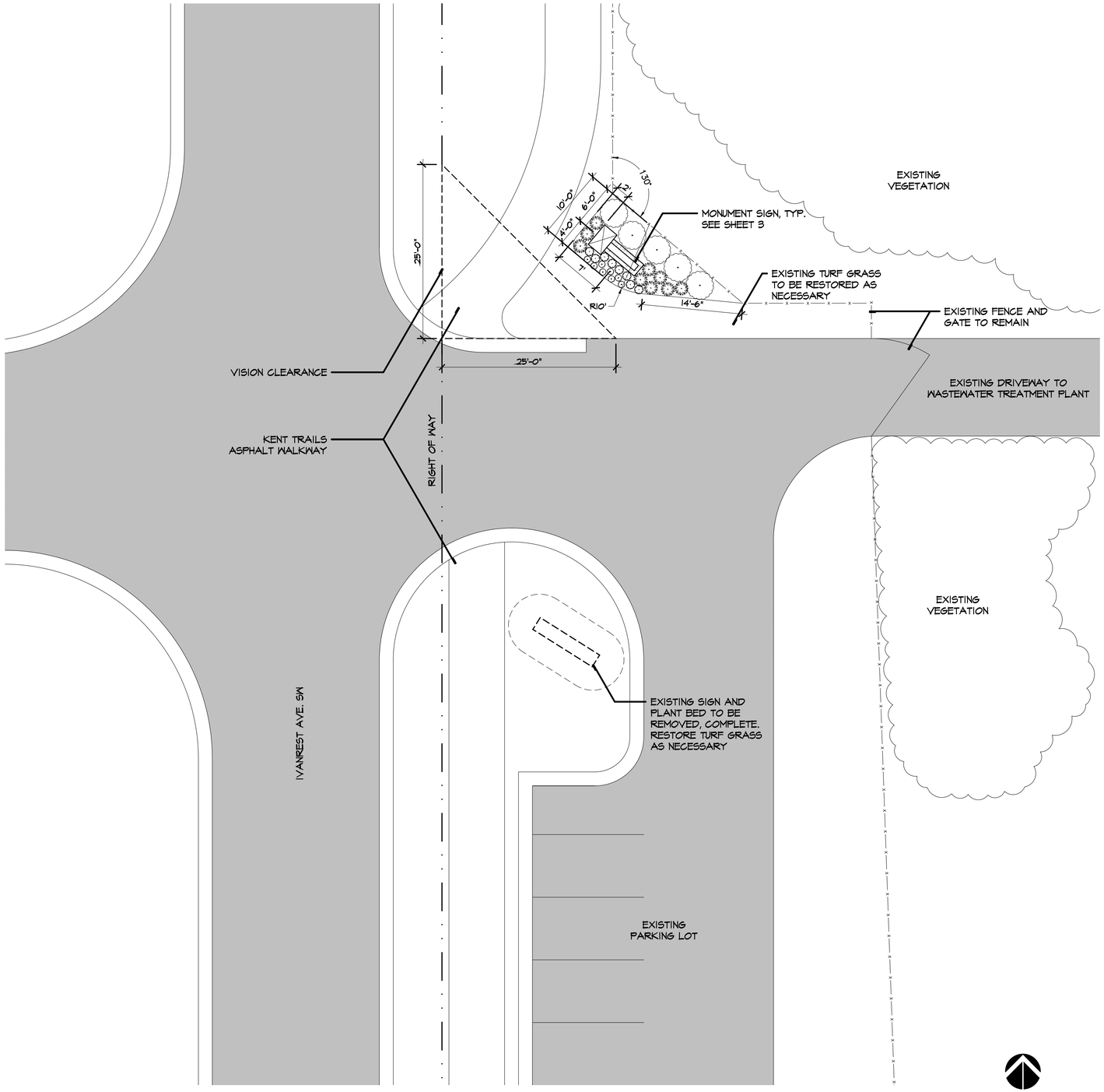
SCALE: As Shown

District Court Sign Plan and Elevations

DATE 02.03.2026
REVISIONS

PROJECT NO. 2242
SHEET NO. C

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2/D **Sign Plan View**
Scale: 1/8"=1'-0"

PLANT MATERIAL LIST

PLANT KEY	TOTAL QUANTITY	SIZE	COMMON NAME / BOTANICAL NAME
DECIDUOUS SHRUBS:			
	5	5 GAL.	HYDRANGEA Hydrangea paniculata 'Limelight Prime'
	9	5 GAL.	SHRUBBY CINQUEFOIL Potentilla fruticosa 'Pink Beauty'
PERENNIALS			
	8	1 GAL.	CONEFLOWER Echinacea purpurea 'Kismet White'
	8	1 GAL.	BLUE STAR Amsonia 'Blue Ice'



1/D **Front Elevation - Single-Sided Sign**
Scale: 1"=1'-0" PROVIDE SUBMITTALS

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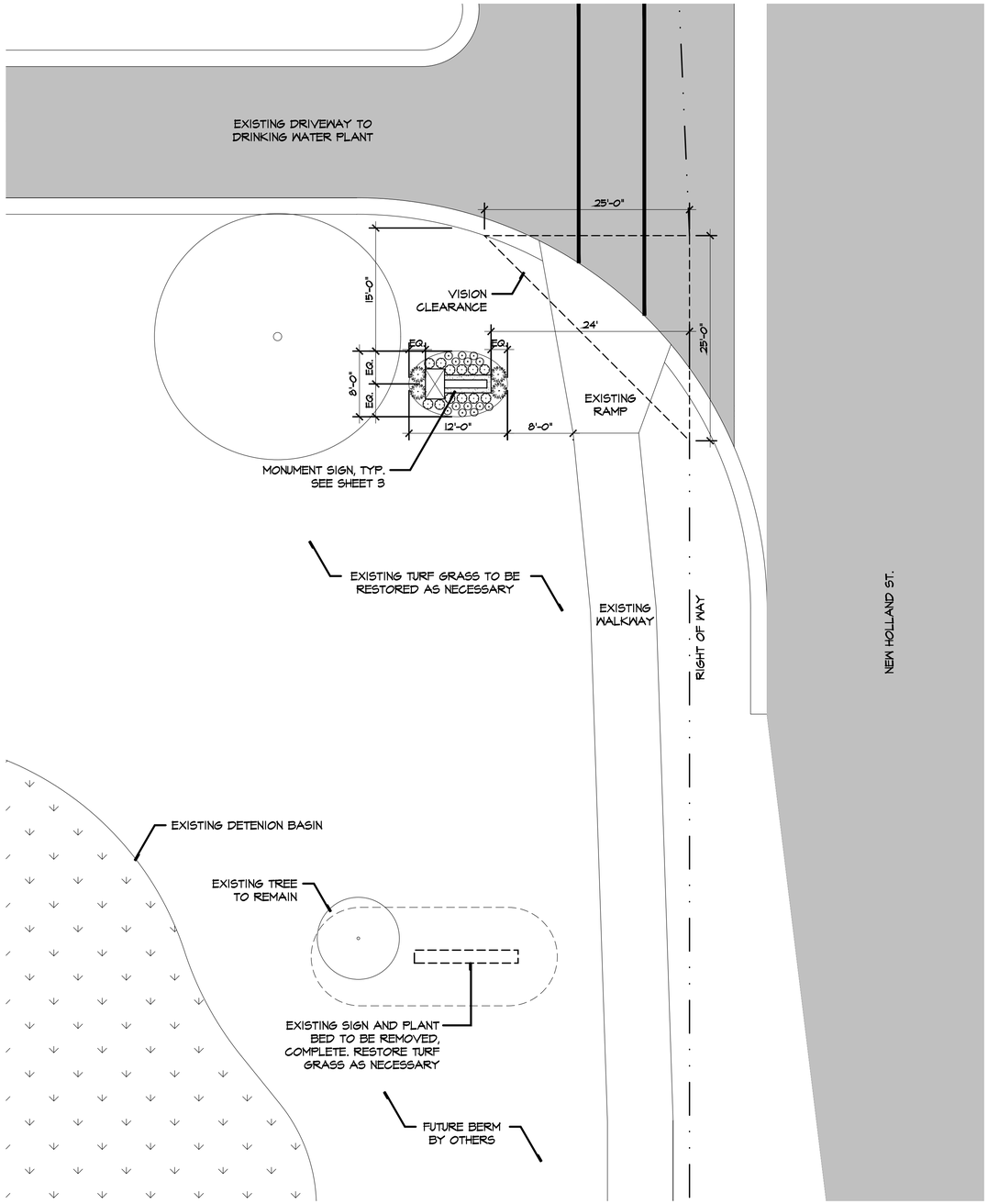
SCALE: As Shown

Wastewater Treatment Plant Sign Plan and Elevations

DATE 02.03.2026
REVISIONS

PROJECT NO. 2242
SHEET NO. D

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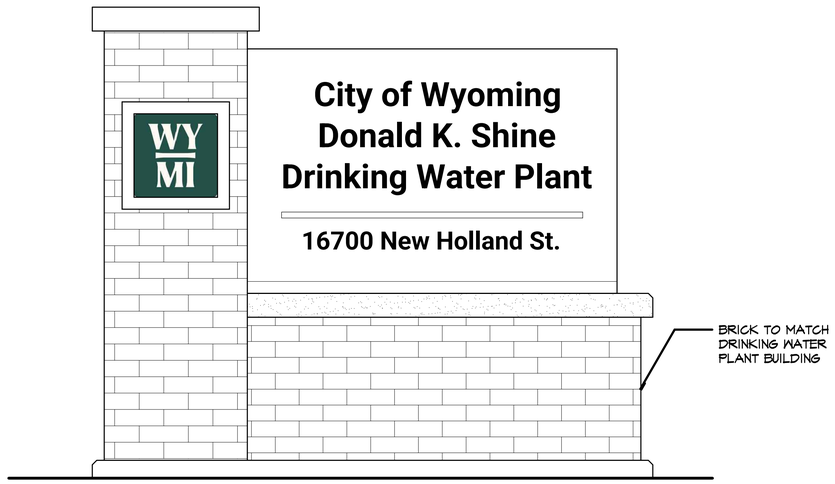


PLANT MATERIAL LIST

PLANT KEY	TOTAL QUANTITY	SIZE	COMMON NAME / BOTANICAL NAME
DECIDUOUS SHRUBS:			
	4	5 GAL.	ST. JOHN'S WORT Hypericum kalmianum 'Blues Festival'
PERENNIALS			
	12	1 GAL.	BUTTERFLY MILKWEED Asclepias tuberosa
	13	1 GAL.	TICKSEED Coreopsis 'Candy Stripes'

GENERAL NOTES:

CONTRACTOR MUST OBTAIN SIGN PERMIT FROM PARK TOWNSHIP FOR DRINKING WATER PLANT SIGN.



2/E **Sign Plan View**
Scale: 1/8"=1'-0"

1/E **Front Elevation**
Scale: 1"=1'-0"

PROVIDE SUBMITTALS

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SCALE: As Shown

Drinking Water Plant Sign Plan and Elevations

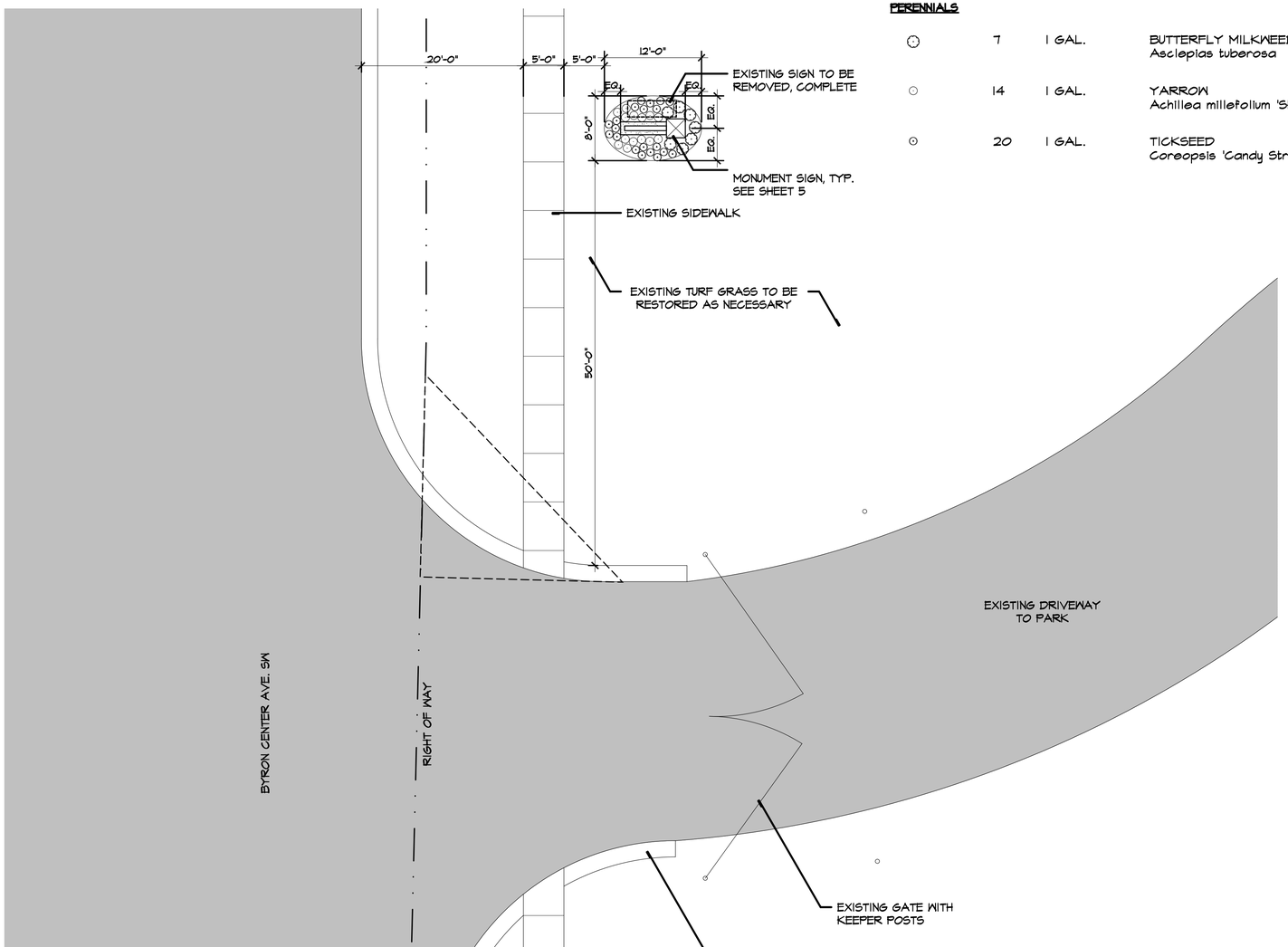
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PROJECT NO. 2242
SHEET NO. E

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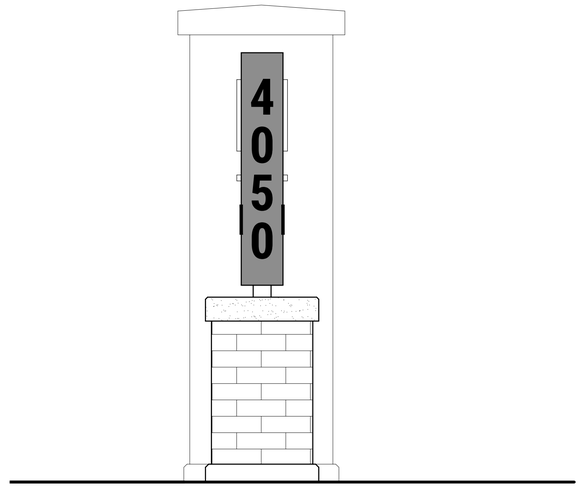
PLANT MATERIAL LIST

PLANT KEY	TOTAL QUANTITY	SIZE	COMMON NAME / BOTANICAL NAME
PERENNIALS			
⊙	7	1 GAL.	BUTTERFLY MILKWEED Asclepias tuberosa
○	14	1 GAL.	YARROW Achillea millefolium 'Skysail Yellow'
⊙	20	1 GAL.	TICKSEED Coreopsis 'Candy Stripes'



NORTH

3/F **Sign Plan View**
Scale: 1/8"=1'-0"

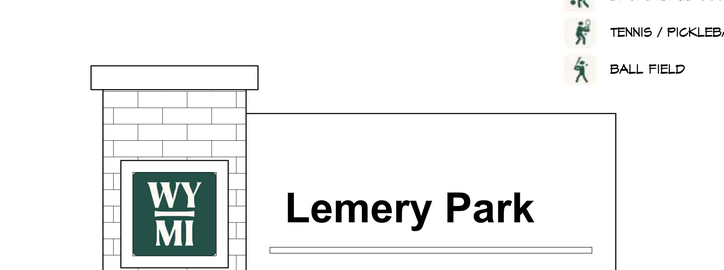


2/F **Side Elevation**
Scale: 1"=1'-0" PROVIDE SUBMITTAL

ICON LEGEND

NOTE: ICON SYMBOLS TO BE APPROVED BY THE CITY PRIOR TO INSTALLATION.

- RESTROOM BUILDING
- SHELTER / PICNIC AREA
- PLAYGROUND
- BASKETBALL COURT
- TENNIS / PICKLEBALL COURT
- BALL FIELD



1/F **Front Elevation**
Scale: 1"=1'-0" PROVIDE SUBMITTAL

PARKS AND MUNICIPAL BUILDING SIGNS
CITY OF WYOMING, MICHIGAN

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SCALE: As Shown

Lemery Park Sign Plan and Elevations

DATE 02.03.2026
REVISIONS

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SHEET NO. F

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Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN

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

March 9th, 2026

Aaron vis
Director of Public Works, City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509

RE: Parks and Municipal Signs

Dear Aaron,

Bids for the **Parks and Municipal Signs Project** were received and opened at the City of Wyoming Offices on Tuesday, March 3, 2026, at 11:00 a.m. A total of four (4) bids were received. Please refer to the attached bid tabulation for details.

The improvements for this project include the installation of seven (7) monument signs and one (1) directional sign, including associated lighting, masonry, and landscaping.

Freedom Construction submitted the lowest responsive bid with a base bid of **$222,523.00**. I spoke with **Ben Brenneke, Superintendent at Freedom Construction**, who expressed enthusiasm about the opportunity to work on this project for the City of Wyoming. MCSA Group has had a positive experience working with Freedom Construction on a previous project, for the **City of Marshall Pickleball Courts and Splashpad Park Project**.

Bear Sign Company will serve as the subcontractor responsible for fabricating and supplying the signs. We contacted Bear Sign Company's references and found that all were repeat clients who reported positive experiences with both the quality of the finished signs and the overall project process.

Based on our review, we recommend the following project budget:

Item	**Amount**
Construction Contract Amount	$222,523.00
Construction Contingency (10% of Contract Cost)	$22,252.00
MCSA Group Construction Administration Services (see separate proposal letter)	$7,700.00
Total Construction Budget	**$252,748.00**

MCSA
GROUP, Inc.
Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN

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

If you have any questions or require additional information regarding this recommendation, please feel free to contact me.

Sincerely,



Principal
MCSA GROUP, INC.

529 Greenwood Avenue S.E. • East Grand Rapids, Michigan 49506 • 616-451-3346 • FAX 616-451-1935

BID TABULATION

PROJECT: City of Wyoming Park Signage

PROJECT NO.: 2242

BID DATE: Tuesday, March 3, 2026

MCSA GROUP, Inc.
Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN

CONTRACTOR	BASE BID	ADDENDUM #1
Freedom Construction and Consulting	$222,523.00	X
Katerberg VerHage	$325,609.00	X
Postema Signs	$311,015.00	X
Valley City Sign	$268,756.75	

CITY OF WYOMING

CONTRACT AMENDMENT #1

MCSA Group, Inc.

This Contract Amendment is to the Park Entrance Signage System contract made as of January 7, 2025 (Effective Date) between the City of Wyoming (City) and MCSA Group, Inc. (Professional)

RECITALS

A. City wishes to add construction administration services to the Park Entrance Signage System project. (Added Services).
B. Professional submitted a proposal dated January 26, 2025, for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

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

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

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 2026

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

MCSA Group, Inc.

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

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

Date signed: 2.2, 2026

MCSA GROUP, Inc.
Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN

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

January 26th, 2025

Aaron Vis
Director of Public Works
2660 Burlingame Ave SW
Wyoming, MI 49509

RE: Wyoming Monument Signs – Construction Administration Services

Dear Aaron,

Dear Aaron,
Pursuant to our recent meeting, MCSA Group, Inc. is pleased to submit this proposal for professional Construction Administration services related to the City of Wyoming Public Building and Park Monument Signs project.

As you are aware, MCSA Group recently completed the bidding documents for the City's new standard signs and is currently assisting with the bidding process. This proposal covers additional services associated with construction administration for five (5) City monument signs with internal illumination and one (1) park monument sign without internal illumination, as documented in Bid Package No. 1. Construction administration services are anticipated to occur during the 2026 construction season.

Our scope of services will include the following:

1. **Preconstruction Meeting**
   Attend a preconstruction meeting with the City and the selected contractor to execute contracts and review the project contact list, project schedule, utility coordination, required permits, shop drawings, and other relevant project items.

2. **Submittal Review**
   Review shop drawings for each sign and brick samples to verify conformance with approved materials and compatibility with existing municipal buildings.

3. **Site Visits**
   Conduct a minimum of three (3) site visits per location:
   - Review of staking and sign locations
   - Observation during sign construction
   - Observation during landscape installation

   Following each site visit, MCSA Group will issue a written field report, including photographs. In addition, MCSA Group will remain available between site visits to respond to questions and RFIs, and to issue bulletins and change orders as necessary.

4. **Payment Applications**
   Review all contractor payment applications prior to forwarding them to the City for processing.

5. **Punch List**
   At substantial completion, conduct a final site visit with the City to review each sign and develop a punch list. The final punch list, including photographs, will be issued to the contractor. Upon completion, the contractor will be required to return a signed copy indicating the completion date for each item.

6. **Final Closeout**
   Coordinate resolution of outstanding issues prior to project closeout, ensure that PDF copies of all product data are provided to the City for maintenance records, and confirm that any required training for City staff has been completed by the contractor.

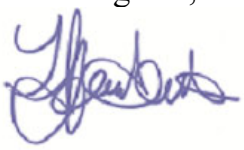
For this project, our total not-to-exceed professional fee, based on actual time expended at our standard hourly rates, is **$7,700.00**.

MCSA
GROUP, Inc.
Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN

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

Thank you for the opportunity to submit this proposal. We appreciate the continued collaboration with the City of Wyoming and look forward to supporting the successful completion of this project. Please feel free to contact me if you have any questions or require additional information.

Warm regards,



Tiffany Smith
President
MCSA Group, Inc.

04/20/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FOR ILLUMINATED SIGN FACES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Rathco Safety Supply, Inc. for illuminated sign faces in the total estimated amount of $55,520.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Rathco Safety Supply, Inc. for illuminated sign faces.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

STAFF REPORT

Date: March 30, 2026

Subject: Illuminated Sign Face Replacement

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended the City Council accept a quotation from Rathco Safety Supply for the purchase of Illuminated sign faces with the new rebranding logo for the amount of $55,520.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

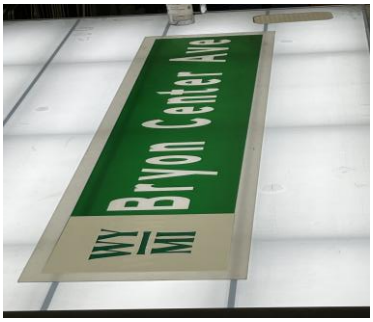
As part of the ongoing rebranding effort, the Traffic Division intends to replace the illuminated sign faces at the intersections of major streets with new sign faces that contain the new WY/MI logo. Many of the existing illuminated sign faces have also reached the end of their useful life and are in need of replacement due to age (all are 10 to 20+ years old) and condition.

The City has an active contract with Carrier and Gable for many sign and signal supplies, including illuminated street sign units which are sold as a complete frame and sign face kit. However, staff are able to reuse the existing frames and only need to replace the sign faces as part of this project. Rathco Safety Supply is the company that Carrier and Gable contracts with to manufacture sign faces for their kits. Therefore, in order to maintain consistency with existing City signs and ensure that the new sign faces are compatible with the existing metal frames, a quotation was requested from Rathco Safety Supply.

The attached quotation for $55,520 includes the purchase of 214 sign faces that will be replaced at major street intersections throughout the City.

The images below indicate an existing sign, as well as a mock-up of what the new logo will look like. The mock-up used was an old, mis-spelled sign face that a prior supplier had improperly manufactured.







BUDGET IMPACT:
Sufficient funds are available in the Major Streets Fund, Traffic Maintenance Supplies Account

Attachment: Quote

CITY OF WYOMING

CITY PURCHASING CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN $7,500)

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

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

Effective Date means: April 7, 2026 .

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

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

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

Supplier means: Rathco Safety Supply, Inc.
[Name of supplying entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
6742 Lovers Lane
[Supplier's street address]
Portage, MI 49002
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.

2. City will pay the Supplier in accordance with the Proposal.

3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Expected delivery of all signs to Wyoming Public Works Department by May 21, 2026.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Rathco Safety Supply, Inc.

By: _____
[Signature officer, director, or principal of Supplier]
Chad Dais, Contracts Manager
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: April 1, 2026

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Supplier and all Supplier'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. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier'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. Supplier and its 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 Supplier 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). If grant funds are withdrawn or cancelled for any reason this Contract is nullified. Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Supplier 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. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

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

C. Supplier 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 Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

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

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) 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 (ii) 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 Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier 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. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

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

6. Payment to Supplier.

A. Supplier 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 Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

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

7. Intellectual Property. Supplier 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. Supplier 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.

8. Information, Quality, and Related Requirements.

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

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

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier 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.

9. 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.

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

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

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

13. Disputes/Remedies. The following applies to all disputes under this contract:

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

B. Before filing a lawsuit, a party must first notify the other 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 13.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.

14. Risk Allocation. Supplier 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 Supplier or Supplier's officers, employees, and agents.

A. Supplier 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 Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

15. Insurance.

A. Supplier shall maintain 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 Suppliers 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	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
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 Supplier 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.

16. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Supplier 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

RATHCO SAFETY SUPPLY, INC.

6742 LOVERS LANE

Quote

Date	Quote #
3/23/2026	407

Name / Address
WYOMING, CITY OF 1155 28TH STREET WYOMING, MI 49509

Rep	Project
Chad	

Description	Qty	Total
6' ILLUMINATED STREET NAME SIGN 4) 28TH ST 4) 32ND ST 16) 36TH ST 24) 44TH ST 2) 48TH ST 12) 52ND ST 6) 56TH ST 8) 54TH ST 12) CLAY AVE	88	20,240.00
8' ILLUMINATED STREET NAME SIGN 4) DIVISION 2) HEALTH DR 12) WILSON AVE 22) BYRON CENTER AVE 16) BURLINGAME AVE 12) CLYDE PARK AVE 10) GEZON PKWY 2) GEZON CT 4) STAFFORD 12) DIVISION AVE 4) EASTERN AVE 6) PRAIRIE PKWY 2) PRAIRIE ST 2) METRO WAY 2) DEHOOP AVE 2) MICHAEL AVE 8) 28TH ST	126	35,280.00
	Total	$55,520.00

4/20/2026
Engineering/JJO:ags

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER
TO SIGN AN AMENDMENT TO THE LAND AND RESOURCE ENGINEERING CONTRACT
FOR MDOT CERTIFIED OFFICE TECHNICIAL SERVICES FOR THE BURLINGAME AVENUE
RESURFACING PROJECT

WHEREAS:

1. On July 21, 2025, Council approved a contract with Land and Resource Engineering (LRE) to perform Certified Office Technician Services in the amount of $12,920.00.
2. LRE has submitted a contract amendment to perform additional MDOT Office Technician services.
3. The proposed contract amendment will increase the not-to-exceed contract by $3,500.00 for a total cost of $16,420.
4. It is recommended that the City Council approve the contract amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the amended contract with LRE for MDOT Office Technician services for the Burlingame Avenue project.
2. The City Council does hereby authorize the City Manager to execute the amended contract in the amount of $16,420.

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: April 20, 2026.

_____

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract Amendment

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

STAFF REPORT

Date:	April 14, 2026
Subject:	Land and Resource Engineering – MDOT Certified Office Technician Services for Burlingame Avenue Resurfacing – Contract Amendment
From:	Jeff Oonk, City Engineer
CC:	Aaron Vis, Director of Public Works
Meeting Date:	April 20, 2026

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager to execute a contract amendment with Land and Resource Engineering (LRE) for MDOT Certified Office Technician services for the Burlingame Avenue resurfacing from 36th Street to 52nd Street.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

In July of 2025, the City approved a contract with LRE for Certified Office Technician services for the Burlingame Avenue Resurfacing project via Resolution 28493 in an amount of $12,920.00. Construction on the project was substantially completed last fall. However, work on project documentation and contract closeout is still on going. The extended timeframe and additional effort required for this project are largely due to new software and new processes that MDOT has implemented. Providing the required documentation and passing MDOT's file review at the end of the project are critical to maintaining the City's eligibility to receive federal funding for future projects.

LRE provided a proposal to complete the additional work at a not-to-exceed cost of $3,500, bringing the total project amount to $16,420.00.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund, Capital Outlay Street Resurfacing Account No. 202-441-46300-972.510.

CITY OF WYOMING

CONTRACT AMENDMENT #1

Land & Resource Engineering

This Contract Amendment is to the MDOT Certified Office Technician Services contract made as of July 9, 2025 (Effective Date And Exhibit B) between the City of Wyoming (City) and Land & Resource Engineering (Contractor)

RECITALS

A. City wishes to continue services for the MDOT Certified Office Technician Services contract for the Burlingame Avenue project. (Added Services).
B. Contractor submitted a proposal dated April 2, 2026, 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

Land & Resource Engineering

By: Kyle A. Patrick
Digitally signed by Kyle A. Patrick
DN: C=US, E=patrick@lremi.com, O=Land & Resource Engineering (LRE), OU=Partner / Project Manager, CN=Kyle A. Patrick
Date: 2026.04.14 11:12:43-04'00'
[Signature officer, director or principal of Professional]

Kyle Patrick, PE - Partner
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: April 14, 2026

EXHIBIT A
PROPOSAL

ENGINEERS & SURVEYORS

2121 3 Mile Rd. NW
Walker, MI 49544
Ph: 616-301-7888
www.LREMI.com

April 2, 2026

Mr. Jeff Oonk
City Engineer
City of Wyoming
1155 28th Street
Wyoming, MI 49509

RE: Additional Services for MDOT Certified Office Technician Services
Burlingame Avenue - 52nd Street to 36th Street

Dear Jeff:

Land & Resource Engineering (LRE) requests additional fee for the Office Technician Services contract for the Burlingame Avenue project.

Additional Design Fee

The construction for the Burlingame Avenue project has exceeded the original contract length and surpassed the planned completion date. The contract remains open to address punch list items to be completed this calendar year. LRE is requesting additional fee to address remaining work associated with punch list items, certified payrolls for contractors onsite, and contract closeout services.

LRE is requesting additional labor fees in the amount of **Three Thousand Five Hundred Dollars ($3,500).** The fee keeps with the current hourly, not to exceed contract, with reimbursable expenses included. LRE will continue to provide invoices monthly, which reflects the charges and expenses for the previous billing period.

Please feel free to contact our office with any questions. We appreciate the opportunity to continue to serve the City on this project.

Sincerely,

Land & Resource Engineering (LRE)

Kyle A. Patrick, PE
Partner / Project Manager

EXHIBIT B
CONTRACT

CITY OF WYOMING

MDOT Certified Office Technician Services PROJECT CONTRACT
PROFESSIONAL SERVICES 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: Integral Partners LLC dba Land & Resource Engineering
[Name of contracting entity]
A LLC
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
2121 3 Mile Rd NW
[Professional's street address]
Walker, MI 49544
[Professional's city, state & zip]

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

Deliverables means the work products of Contractor'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: _____, 202_.

Proposal means Contractor's proposal attached as Exhibit B.

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

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

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 perform the Services and provide the deliverables as detailed in the RFP and Proposal.
2. City will pay the Professional in accordance with the 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-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. If the Services include preparation of bid documents, Contractor must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Contractor. Any bid documents Contractor provides must show that Contractor or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.
5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: July 10, 2025

Approved as to form:

_____
Scott Smith, City Attorney
Gregory T. Stremers

Contractor: Land & Resource Engineering

By: Kyle Patrick
Digitally signed by Kyle Patrick
DN: C=US, E=patrick@lremi.com, O=Land & Resource Engineering, CN=Kyle Patrick
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2025.07.09 11:19:47-04'00'
[Signature officer, director, or principal of Contractor]
Kyle Patrick - Partner
[Typed/Printed Name & Title of Person Signing for Contracto

Date signed: July 9, 2025

LRE
ENGINEERS & SURVEYORS



CITY OF WYOMING

PROPOSAL FOR MDOT CERTIFIED OFFICE TECHNICIAN SERVICES

BURLINGAME AVENUE – 52ND STREET TO 36TH STREET

LRE
ENGINEERS & SURVEYORS

2121 3 Mile Rd. NW
Walker, MI 49544
Ph: 616-301-7888
www.LREMI.com

July 8, 2025

Ms. Kelli VandenBerg
City Clerk
City of Wyoming (City)
1155 28th Street
Wyoming, MI 49509

RE: Proposal for MDOT Certified Office Technician Services
Burlingame Avenue - 52nd Street to 36th Street

Dear Ms. VandenBerg:

Land & Resource Engineering (LRE) is pleased to present our proposal for Office Tech Services to the City for the Burlingame Avenue resurfacing project. We have reviewed the RFP and project bidding documents from the Michigan Department of Transportation (MDOT) bid letting. Our observations, anticipated scope of services, and assumptions are provided below.

Project Description

LRE understands that the City is resurfacing 2.03 miles of Burlingame Avenue from 52nd Street to 36th Street, which will include cold milling, HMA resurfacing, curb ramp construction, and pavement markings. The project was designed and bid as part of the MDOT Local Agency Program and will be included in the July 11th bid letting. We have projected that the Engineers Opinion of Costs to be approximately $2.19 Million. The construction timeline is expected to start no earlier than 10 days after award, with a project completion date of October 31, 2025.

Projects bid through MDOT require construction and contract documentation to be in accordance with MDOT construction practices. LRE understands that this project will be administered using AASHTOWare.

Scope of Services

The City has identified the following tasks to be included in the scope of services:

- Processing all sub-contracts and Material Source Lists (MSLs).
- Processing City Inspector-provided Daily Work Reports (DWRs).
- Review and process all tested material information and certifications.
- Communicate any deficiencies to Prime Contractor and/or City staff.
- Follow up communication and on all documentation to all parties as needed throughout the project.
- Prepare Change Orders (Contract Modifications) as needed and prepare Bi-Weekly Pay Estimates.
- Certified Payrolls in LCP Tracker and processing wage rate interviews in accordance with MDOT payroll compliance procedures.
- Documentation for MDOT Final Project File Review and close out.

LRE has certified MDOT Office Technicians to support the City with this project. We have designated **Deborah Schmalzel** to provide the City with the necessary Office Technician services. Deborah has the required MDOT certifications including:

- MDOT FieldManager and AASHTOWare Training
- MDOT Computerized Office Technician Certification (Expires 12/14/2027)
- MDOT Office Technician Exam
- MDOT Prevailing Wage Training
- MDOT Material Acceptance Process Seminar (MAPS)

Deborah's experience providing Office Technician services for MDOT projects gives her a detailed knowledge of FieldManager, MDOT, AASHTOWare, and FHWA standards, practices, and current procedures. We have provided Deborah's MDOT resume to outline multiple MDOT and local agency projects she has worked on within the past 5 years. In addition to her MDOT Office Tech experience, she has experience working with the City with this specific role on past projects while at another firm.

We have projected the effort needed for the project in 3 tasks:

1. Project Preparation – estimated at 16 hours for contract preparation
2. Office Technician Construction Services – estimated at 8 hours per week for 12 weeks of construction and 2 additional weeks of contingency as identified in the RFP.
3. Closeout Services – estimated at 24 hours for addressing contract review comments from MDOT review staff

Professional Fee

LRE has estimated the effort for the Scope of Services as outlined above to be approximately 152 hours. As a result, LRE proposes a Lump Sum, not-to-exceed fee of **Twelve Thousand Nine Hundred and Twenty ($12,920).** This fee assumes all work required will be on a remote basis and in-person meetings will not be required. The requested Price Proposal Sheet is attached to reflect this fee.

City of Wyoming

Burlingame Avenue from 52nd Street Northerly to 36th Street

Task No	Task Description	Certified OfficeTechnician *Deborah Schmalzel* *$85*
1	Project Prep	16
2	Ofice Technician Construction Services (8 hrs per week for 14 weeks)	112
3	Project Closeout Services	24
	Total Hours	152
	Total Proposed Fee $	*12,920.00*

Please review the enclosed information and contact our office if there are any questions or concerns.

Sincerely,

Land & Resource Engineering

Kyle Patrick, PE
Project Manager / Partner

Staff Education and Experience Report

EMPLOYEE NAME	TITLE	ROLE
Deborah A. Schmalzel	Office Technician	**Lead Office Technician**

COMPANY NAME	YEARS OF EXPERIENCE
Land & Resource Engineering (LRE)	**3.0 with LRE 3.5 with other firms**

EDUCATION: degree, year, school (inc. city and state of school)

BS / 1986 / Marketing/Business / Northern Michigan University, Marquette, Michigan

LICENSES AND REGISTRATIONS

Certified Office Technician / Expires 12/14/2027, MDOT Field Manager, MDOT Prevailing Wage

Relevant Project Experience

Design Timeline	Project ID/Client Information	Role & Project Description
4/25-8/25	**52nd Street Resurfacing** Kentwood, MI • Client: City of Kentwood • Client Representative: Brad Boomstra, PE City Engineer 616-554-0739	• Lead Office Technician services for 2.25 miles of street cold-milling and HMA resurfacing including concrete sidewalk and ADA ramp construction. Coordination with MDOT for their adjacent reconstruction project of M-37 for phasing and maintaining traffic plan. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through **MDOT Local Agency Program.** • Firm Role: Prime Consultant • Service Budget: $149,900
6/24-11/24	**Reconstruction of Hall Street and Reconstruction of Eleanor Street** Grand Rapids, MI • Client: City of Grand Rapids • Client Representative: Dan Siminski, PE Project Manager 616-456-4253	• Office Technician to review all **certified payrolls** for the reconstruction of Hall Street and Eleanor Street for the Grand Rapids. Reviewed and approved payrolls. Resolved any delinquent or deficiencies. Made sure all restitution was paid and documented. • Firm Role: Prime Consultant • Service Budget: $11,200

5/24-10/24	**East Paris Avenue Improvements** Kentwood, MI • Client: City of Kentwood • Client Representative: Brad Boomstra, PE City Engineer 616-554-0739	• Lead Office Technician services for 5,200 feet of cold-milling and HMA resurfacing including concrete sidewalk and ADA ramp construction. Coordination with both the City of Grand Rapids and Kentwood jurisdictions Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through **MDOT Local Agency Program.** • Firm Role: Prime Consultant • Service Budget: $57,600
5/24-10/24	**Resurfacing of Knapp St.** Grand Rapids, MI • Client: City of Grand Rapids • Client Representative: Jeff McCaul, PE Assistant City Engineer 616-456-3075	• Lead Office Technician services for 7,600 feet of HMA cold-milling and resurfacing. The project included about 1,000-feet of road reconstruction, 400-feet of curb realignment, and miscellaneous concrete intersection repairs. The project also included miscellaneous storm sewer upgrades, green infrastructure, center median islands, tree plantings, and ADA ramp upgrades. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through **MDOT Local Agency Program.** • Firm Role: Prime Consultant • Service Budget: $187,400
4/23-5/24	**40th Street Improvements** Kentwood, MI • Client: City of Kentwood • Client Representative: James E. Kirkwood, PE Director of Engineering 616-554-0739	• Lead Office Technician for 4,000 feet of street cold milling and HMA resurfacing including intersection widening, storm sewer repairs, concrete sidewalk and ADA ramp construction. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through **MDOT Local Agency Program.** • Firm Role: Prime Consultant • Service Budget: $40,000

4/22-11/23	**52nd Street Improvements** Kentwood, MI • Client: City of Kentwood • Client Representative: James E. Kirkwood, PE Director of Engineering 616-554-0739	• Lead Office Technician for 1.49 miles of minor arterial street resurfacing including installation of 12-inch water main, HMA resurfacing, concrete sidewalk, HMA non-motorized pathway, and ADA ramp construction. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through **MDOT Local Agency Program.** • Firm Role: Prime Consultant • Service Budget: $200,000
4/22-11/23	**Whitewood Neighborhood Improvements** Midland, MI • Client: City of Midland • Client Representative: Jared Driscoll Director of Water Reclamation 989.837.3502	• Lead Office Technician for improvements to 15,000 feet of local HMA streets as part of the City's footing drain disconnection program. Proposed storm sewer improvements, storm sewer laterals for every property within the neighborhood, HMA pavement replacements where proposed utilities are being installed, HMA cold mill and overlay on the entire project, and ADA ramp replacement and installation. Provided construction administration services using Field Manager. Review contractor's **certified payrolls** and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation. • Firm Role: Prime Consultant • Service Budget: $250,000
4/22-11/23	**Webb Road** Dewitt, MI • Client: Clinton County Road Commission • Client Representative: Marc Trotter, PE Director of Engineering Clinton County Road Commission 989.668.0044	• Lead Office Technician for 4,000 feet of a concrete non-motorized pathway along the south side of Webb Road in Dewitt Township. Project included pathway grading, ADA ramps, concrete drive approaches, and drainage improvements. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through the **MDOT Local Agency Program.** • Firm Role: Prime Consultant • Service Budget: $55,000

6/20-10/22	**Marshall TSC – As Needed subs to SOMAT for Office Technician Role** Marshall, MI • Client: Marshall TSC • Client Representative: Greg Finnila, PE, Project Engineer 269.789.0592	• Office Technician As needed to review all certified payrolls for all the projects at **Marshall TSC.** Lead Office Technician for JN 116377, Hot mix asphalt reconstruction and realignment and rehabilitation of 2 structures including hydrodemolition, epoxy overlay, concrete patching, signals on US-131. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. • Firm Role: Sub to SOMAT • Service Budget: Time and Material
4/22-10/22	**City of Wyoming – Certified Payrolls** Wyoming, MI • Client: City of Wyoming • Client Representative: Jeff Oonk, PE, City Engineer 616.630.7254	• Review of **Certified Payrolls for the City of Wyoming** for Local Agency Project JN 205529, hot mix asphalt cold milling and resurfacing, curb ramps and pavement markings on 36th Street. Reviewed and approved payrolls. Resolved any delinquent or deficiencies. Made sure all restitution was paid and documented. • Firm Role: Prime Consultant • Service Budget: $20,000
6/20-10/20	**City of Wyoming – Certified Payrolls** Wyoming, MI • Client: City of Wyoming • Client Representative: Jeff Oonk, PE, City Engineer 616.630.7254	• Review of **Certified Payrolls for the City of Wyoming** for Local Agency Project JN 130578, hot mix asphalt cold milling, resurfacing, and widening, retaining wall, concrete curb, gutter, sidewalk and ramps, and pavement markings on Byron Center at 44th Street. Reviewed and approved payrolls. Resolved any delinquent or deficiencies. Made sure all restitution was paid and documented. • Firm Role: Prime Consultant • Service Budget: $20,000
4/19 – 6/20	**Grand Rapids TSC – As Needed Payrolls for all TSC Projects.** Grand Rapids, MI • Client: Grand Rapids TSC • Client Representative: Kara Stein, PE, TSC Manager Grand Rapids TSC 616.464.1800	• Office Technician As needed to review all certified payrolls for all projects at the **Grand Rapids TSC.** Reviewed and approved payrolls. Resolved any delinquent or deficiencies. Made sure all restitution was paid and documented. • Firm Role: Prime Consultant • Service Budget: Time and Material

BID/PROPOSAL FORM

Bid/Proposal for MDOT Certified Office Technician Services

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?		X
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):		X

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

Is the bidder a:	YES	NO
Woman Owned Company?		X
Minority Owned Company?		X

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

Integral Partners, LLC dba Land & Resource Engineering

BID/PROPOSAL FORM CONTINUED

LUMP SUM NOT TO EXCEED PRICE:

Twelve Thousand Nine Hundred Twenty Dollars (use words) Dollars $ $12,920.00 (in figures)

Integral Partners, LLC dba Land & Resource Engineering
[Proponent's Complete Business Name]

Land & Resource Engineering (LRE)
[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Kyle Patrick, PE - Project Manager / Partner
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 7/8/2025

2121 3 Mile Rd.
[Proponent's street address]

616.301.7888
[Proponent's business phone]

Walker MI 49544
[City] [State] [Zip]

616.308.7072
[Cell phone number(s) of person(s) signing for proponent]

patrick@lremi.com
[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]

RECEIVED
JUL 08 2025
Wyoming City Clerk

04/20/2026
Engineering/JJO

RESOLUTION NO._____

RESOLUTION TO AWARD A BID FOR THE
2026 BURTON STREET RECONSTRUCTION PROJECT

WHEREAS:

1. As detailed in the attached staff report, the City accepted bids for the 2026 Burton Street Reconstruction (Clyde Park Avenue to Burlingame Avenue) Project.
2. It is recommended City Council accept the bid from Anlaan Corporation in the total estimated amount of $8,323,595.77.
3. It is also recommended City Council authorize a contingency in the amount of $426,404.23.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the bid from Anlaan Corporation for the 2026 Burton Street reconstruction project.
2. City Council authorizes the contingency.
3. City Council approves the attached budget amendment.
4. City Council authorizes the Mayor and City Clerk to sign the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

STAFF REPORT

Date: April 15, 2026

Subject: 2026 Burton Street Reconstruction – Award of Bid

From: Jeffrey Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended the City Council award the 2026 Burton Street Reconstruction (Clyde Park Avenue to Burlingame Avenue) Project to Anlaan Corporation in the amount of $8,323,595.77 and approve a contingency of $426,404.23 for a total of $8,750,000.00, and approve the associated budget amendment.

ALIGNMENT WITH STRATEGIC PLAN:

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

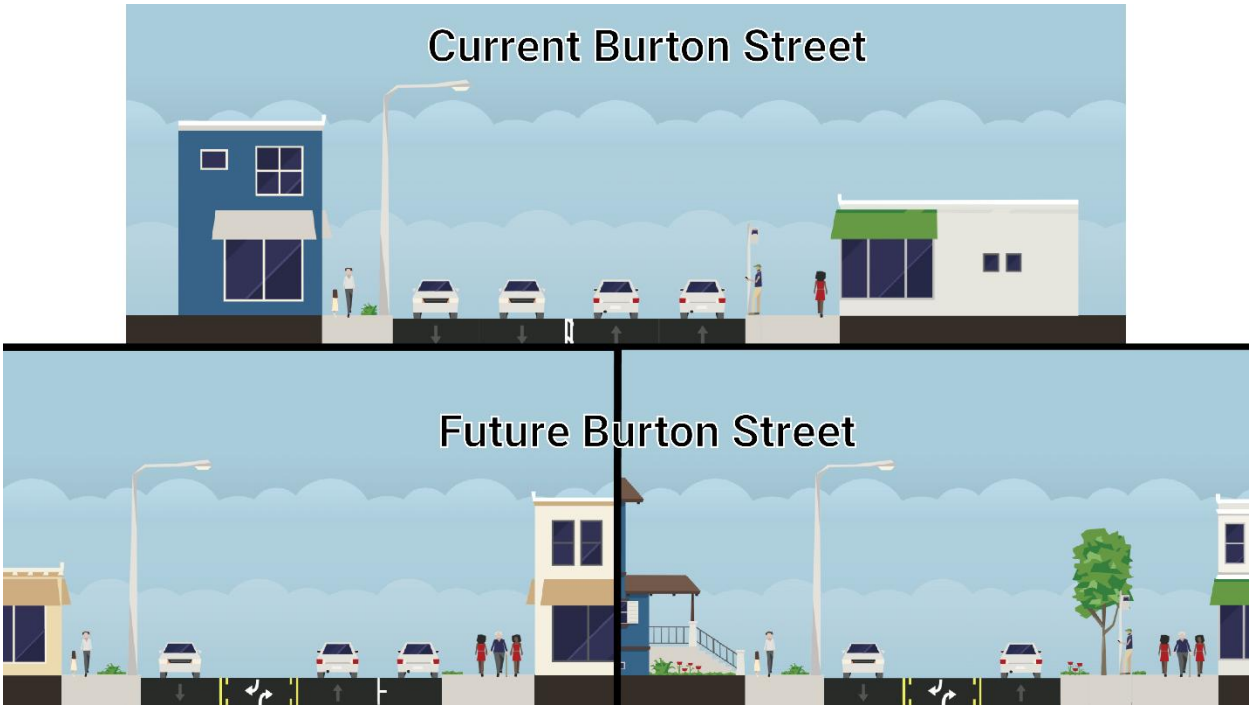
DISCUSSION:

The City received two (2) bids for the 2026 Burton Street Reconstruction (Burlingame Avenue to Clyde Park Avenue) Project. The low bid was submitted by Anlaan Corporation in the amount of $8,323,595.77, which is 27% above the engineer's estimate. Bids are higher than expected due to rising fuel costs and a higher-than-average number of road projects in the region.

Even with the higher-than-expected cost, it is in the City's best interest to complete the project in 2026 as planned. This schedule has been communicated to area residents and to Godfrey-Lee schools for the past 3 years. Godfrey-Lee has planned extensively to accommodate their buses and parent transportation to this project schedule. The school is also strongly in favor of completing the project as soon as possible to improve safety for their students that regularly cross Burton Street. Completing the project in 2026 also coordinates with a City of Grand Rapids project on Burton between Division and Kalamazoo. Completing these two projects in the same season minimizes the inconvenience for those that use Burton as a commuting route. Delaying and re-bidding the project in 2027 may or may not result in a cost reduction, but this tactic would harm the City's reputation with local contractors.

The existing watermain in Burton Street was constructed in the 1940s and has reached the end of its useful life. This project also includes replacement of the watermain in Osmer Avenue, which is a short side street off Burton Street with an aging watermain. The current 4-lane pavement cross section on Burton Street was constructed in the 1970s and is in need of reconstruction. Studies of this corridor show that a 3-lane cross section is adequate for the traffic on Burton and will reduce speeds and improve safety, so a 3-lane section is proposed. This reduction in the street cross section also makes it possible to add a 10' wide shared use path that will connect to the recently constructed City Center Trails. This project also includes reconfiguring the intersection of Burton, Beverly, Burlingame and Lee Street. This intersection is confusing and difficult to navigate. Lee Street will be disconnected from the intersection to create a more standard 4 leg intersection.

Example cross section of Burton before and after the proposed reconstruction:



TABULATION:

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	$6,556,943.00	-21.22%	0.00%
1	(02946) Anlaan Corporation	$8,323,595.77	0.00%	26.94%
2	(07852) Georgetown Construction Company	$8,493,213.20	2.03%	29.53%

BUDGET IMPACT:

Sufficient funds are available in the Major Street and Capital Outlay Funds pending approval of the associated budget amendment:

Major Street Account: 202-441-46300-972.502	$1,700,000.00
Capital Outlay Account: 401-441-57300-972.573	$7,050,000.00
Total Cost:	$8,750,000.00

ANLAAN
CORPORATION
P.O. Box 599 • Grand Haven, MI 49417 • Phone 616.846.8442 • Fax 616.846.6761

4/14/2026

City of Wyoming
1155 28th St SW
Wyoming, MI 49509-0905

RE: Bid Submission – 2026 Burton Street Reconstruction

We are pleased to submit our bid for the 2026 Burton Street Reconstruction Project, in accordance with the plans and specifications provided.

Anlaan Corporation brings extensive experience in road construction, including grading, storm sewer and watermain Our team has successfully completed similar projects throughout Michigan delivering high-quality workmanship on schedule and within budget. We are confident in our ability to meet the requirements and expectations of this project.

Schedule: Phase 1 – 5/4/26 to 7/24/26, Phase 2 7/27/26 to 11/14/26

No deviations or variation to the Bid Specifications.

We understand the importance of timelines and coordination, and we are prepared to begin work promptly upon award. Enclosed, please find our completed bid documents.

Please feel free to contact me directly at 616-293-6272 if you have any questions or require additional information.

Sincerely,

Jason Workman
Estimator
Anlaan Corporation

INSTRUCTIONS TO BIDDERS

ALL BIDS MUST:

1. Be typed or clearly printed in ink.

2. Be free of erasures or corrections except those initialed by the bidder.

3. Include the bid form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid.

4. Be free of unsolicited alternate bids. Unsolicited alternate bids will not be considered and if submitted may cause the bid to be rejected.

5. Be received by the date and time specified on page 1 of this bid document.

6. Be in a sealed envelope labeled as required on page 1 of this bid document.

7. Include a cover letter that lists all enclosures.

8. Include the original signature(s) of one or more individuals authorized to bind the proponent as required on the Bid Form and Contract:

   A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.

   B. Businesses must also provide the state in which they were organized, e.g. Michigan, Delaware, etc. and the type of entity, *e.g.*, a corporation, a partnership, a limited liability company, a limited partnership, or other business form.

   C. Both the bid and contract must be signed by an individual with the authority to bind the bidder. For corporations, this is usually an officer such as the president, vice president or secretary. For a partnership, this is usually a general partner. For a limited liability company, this is usually a managing member. If there is a question about signing authority, the city may seek verification of that authority.

9. Include any required bid bond or other security required by the specifications.

   A. The bid bond (if required) must be signed by the bidder/surety with the complete, usual signature of the individual(s) authorized to bind the bidder/surety.

   B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.

10. Include prices meeting the following requirements:

    A. Prices for all items. Proposals that do not include prices for all items will be deemed incomplete and may be rejected.

    B. Prices should be stated in units of quantity specified in the plans, specifications and request for bid. In case of any discrepancy in determining the amount of the bid, the quoted unit price will govern.

    C. Nothing shall remain to be purchased or supplied other than such items as are indicated in the plans and specifications. If any items, accessories or groups of items require to perform the work specified

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

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

11. If required by the specifications, include:

A. The manufacturer and/or model number(s) of specified equipment.

B. The warranties or guarantees provided for any work, equipment and other items.

C. The number of calendar days required for delivery of any equipment, goods or other items.

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

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

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

BID FORM

Bid for 2026 Burton St Reconstruction

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

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

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.

2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid form, including, without limitation, all the applicable insurance and bonding requirements.

3. If applicable, is familiar with the Work site and Work site conditions.

4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

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

Is the bidder a:	YES	NO
Woman Owned Company?	☐	☒
Minority Owned Company?	☐	☒
Section 3 Certified Contractor?	☐	☒

If yes, Dunns #: _____

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

If yes, list name and relationship: _____

BID FORM, CONTINUED

Ankan Corporation
LEGAL NAME OF COMPANY

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

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

16750 Lincoln St.
STREET ADDRESS

Grand Haven | MI | 49417
CITY | STATE | ZIP CODE

Nate Wagenmaker
BID CONTACT NAME (PLEASE PRINT)

616-846-8442
BUSINESS PHONE

616-834-4882
CELL PHONE

natewagenmaker@ankan.com
EMAIL ADDRESS

616-846-6761
FAX NUMBER

SIGNATURE FOR BIDDER

4/14/26
DATE

Nathan Wagenmaker, Controller
PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER

4/14/26
DATE

Nick Baker Vice President
PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

SUBCONTRACTOR PROVISION

_____ Dated 4/14 20 26

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

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM
Strain Electric	Electrical
Legacy Concrete LLC	Concrete
Rieth-Riley Construction Co. Inc.	Asphalt
P.K. Contracting	Pavement Marking
Give Em A Brake Safety	Traffic Control

CONTRACT FORM

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

City Standard Contract for 2026 Burton St Reconstruction

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

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

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

"Contractor" means: Anlaan Corporation
LEGAL NAME OF COMPANY

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

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

16750 Lincoln St
ADDRESS

Grand Haven MI 49417
CITY STATE ZIP CODE

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

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:

None

4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By:_____
Kent Vanderwood, Mayor

By:_____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2026

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor:

Anlaan Corporation
[Type or print Contractor's name]

By:_____
Signature for bidder

Nicholas Baker
Printed name of person signing for bidder

Vice President
Title of person signing for bidder

Date signed: 4/14, 2026

City of Wyoming

June 25, 2025
Addendum No. 1 to Bid for the
Burton 2026 Reconstruction

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

The original bid documents included an incorrect Bid Sheet line item description. HMA pavement courses were labelled with incorrect mixes. The detail in the plan sheets is correct. The project will be using EML mixes. Bidders shall use the attached updated Bid Sheet or note the mix change on the previous version of the bid sheet.

Bids are still due 4/14/2026 At 11:00 AM at City Hall.

Please submit this addendum with your bid

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

Signature of Bidder

Anlaan Corporation
Company Name

Please fax this page upon receiving addendum to (616) 249-3487 or email to eng_info@wyomingmi.gov.

Schedule of Items (Itemized Bid Sheet)

Letting Date: Tuesday, April 14, 2026 11:00 AM

Contract ID: 2026.02 Burton
Location:
Description:

Project Number:	2026.02 Burton	**Project Engineer:**	Grant Simons
Estimate Number:	4	**Date Created:**	3/31/2026
Project Type:	Miscellaneous	**Fed/State #:**	
Location:	Burton St from Burlingame to Clyde Park	**Fed Item:**	
		Control Section:	

Description:

Instructions to Bidders:

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
1000	MOBILIZATION	1	LSUM	700,000	00	700,000 ~~7,000~~ (NOV)	00
1008	REMOVE CURB AND GUTTER	13,818	Ft	10	00	138,180	00
1012	EXPLORATORY INVESTIGATION	5	Ea	700	00	3,500	00
1035	REMOVE SIDEWALK	5,891	Syd	25	00	147,275	00
1045	REMOVE HMA PAVEMENT	475	Syd	25	00	11,875	00
1125	REMOVE EX SEWER	819	Ft	25	00	20,475	00
1142	REMOVE EX COVER AND CASTINGS	3	Ea	400	00	1,200	00
1143	REMOVE EX VALVE AND BOX	5	Ea	400	00	2,000	00
1145	REMOVE EX DRAINAGE STRUCTURE	47	Ea	650	00	30,550	00
1146	DRAINAGE STRUCTURE TEMP LOWERING	96	Ea	275	00	26,400	00
1168	REMOVE EX HYDRANT	10	Ea	650	00	6,500	00
1170	REMOVE EX WATERMAIN	300	Ft	30	00	9,000	00
1216	COLD MILL - 3.5"	2,576	Syd	1	02	2,627	52
1219	COLD MILL - 5"	35,505	Syd	0	16	5,680	80
1222	REMOVE WALL	40	Ft	50	00	2,000	00
1550	REMOVE CONCRETE	2,476	Syd	23	00	56,948	00
3023	FLOWABLE FILL	160	Cyd	200	00	32,000	00
3150	SEWER TAP - STORM	3	Ea	650	00	1,950	00
3350	6" SANITARY LATERAL	3	Ea	6,000	00	18,000	00
4015	DRAINAGE STRUCTURE 2' DIA (CATCH BASIN)	4	Ea	3,700	00	14,800	00
4016	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)	22	Ea	5,100	00	112,200	00

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
4030	CATCH BASIN COVER - ADA	6	Ea	850	00	5,100	00
4031	COVER AND CASTING	84	Ea	700	00	58,800	00
4032	CATCH BASIN COVER AND CASTING	32	Ea	1,000	00	32,000	00
4034	COVER AND CASTING - VALVE CHAMBER	1	Ea	1,000	00	1,000	00
4056	BULKHEAD EX SEWER PIPE	10	Ea	500	00	5,000	00
4201	STORM SEWER 12" (0' - 14' DEPTH)	656	Ft	120	00	78,720	00
4211	STORM SEWER 15" (0' - 14' DEPTH)	30	Ft	130	00	3,900	00
4221	STORM SEWER 18" (0' - 14' DEPTH)	60	Ft	150	00	9,000	00
4241	STORM SEWER 24" (0' - 14' DEPTH)	15	Ft	180	00	2,700	00
4400	DRAINAGE STRUCTURE 4' DIA (0' - 14' DEPTH)	2	Ea	5,000	00	10,000	00
4410	DRAINAGE STRUCTURE 5' DIA (0' - 14' DEPTH)	2	Ea	7,000	00	14,000	00
4430	DRAINAGE STRUCTURE 7' DIA (0' - 14' DEPTH)	2	Ft	12,000	00	24,000	00
5040	HYDRANT	24	Ea	4,500	00	108,000	00
5064	GATE BOX ADJUST, TEMP, CASE 1 MODIFIED	55	Ea	700	00	38,500	00
5076	VALVE 6"	24	Ea	2,300	00	55,200	00
5077	VALVE 8"	23	Ea	2,900	00	66,700	00
5079	VALVE 12"	13	Ea	4,900	00	63,700	00
5101	D.I. CL 53 WATERMAIN 6"	848	Ft	145	00	122,960	00
5102	D.I. CL 53 WATERMAIN 8"	1,740	Ft	160	00	278,400	00
5104	D.I. CL 53 WATERMAIN 12"	5,271	Ft	182	00	959,322	00
5201	6" D.I. WATERMAIN FITTING	69	Ea	900	00	62,100	00

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
5202	8" D.I. WATERMAIN FITTING	63	Ea	1,300	00	81,900	00
5204	12" D.I. WATERMAIN FITTING	65	Ea	1,900	00	123,500	00
5605	1" WATER SERVICE, LONG SIDE	30	Ea	3,800	00	114,000	00
5606	1" WATER SERVICE, SHORT SIDE	42	Ea	3,710	00	155,820	00
5607	1.5" WATER SERVICE, LONG SIDE	15	Ea	6,100	00	91,500	00
5608	1.5" WATER SERVICE, SHORT SIDE	11	Ea	5,820	00	64,020	00
5609	2" WATER SERVICE, LONG SIDE	1	Ea	9,600	00	9,600	00
5610	2" WATER SERVICE, SHORT SIDE	1	Ea	9,420	00	9,420	00
5800	INSULATE WATERMAIN	90	Ft	60	00	5,400	00
6005	REMOVE CONTAMINTAED SOIL	2,000	Ton	72	00	144,000	00
6105	MISCELLANEOUS GRAVEL	515	Cyd	68	00	35,020	00
6111	SHARED USE PATH, GRADING	5,340	Ft	18	00	96,120	00
6114	STREET GRADE	6,760	Ft	30	00	202,800	00
6143	6" AGGREGATE BASE (CIP)	33,650	Syd	24	00	807,600	00
6215	SIDEWALK RAMP, ADA	11,900	Sft	7	00	83,300	00
6217	DETECTABLE WARNING PLATES	700	Ft	87	50	61,250 ~~61,250~~	00 ~~00~~ (NSV)
6221	CONCRETE GUTTER PAN, 36"	793	Ft	34	50	27,358	50
6234	CONCRETE CURB AND GUTTER, 18"	9,295	Ft	26	50	246,317	50
6235	CONCRETE CURB AND GUTTER, 24"	1,990	Ft	28	50	56,715	00
6240	CONCRETE CURB AND GUTTER, 30"	2,420	Ft	30	50	73,810	00
6241	CONCRETE CURB AND GUTTER, 30", ROLLED	320	Ft	30	50	9,760	00

CITY OF WYOMING

REQUEST FOR BIDS

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

2026 Burton Street Reconstruction

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

Specifications and Bidding Documents shall be issued only to Bidders who have been qualified by the City of Wyoming. A Bidder who has not been pre-qualified shall submit the required pre-qualification information at least seven (7) days prior to the date bids are due. The Engineering Department will have the bid specifications available to only pre-qualified bidders on March 31, 2026.

Due Date and Time

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

Due date and time:	Tuesday, April 14, 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 must include the fully signed Bid Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: **"2026 Burton Street Reconstruction"**

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

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

Pre-Bid Meeting

A pre-bid meeting will not be held.

Questions, Interpretations and Addenda

Questions about or requests for interpretation of this request for bids, any of the plans and specifications, or any bid requirements may be directed via e-mail to eng_info@wyomingmi.gov. No questions or interpretations will be issued later than 24 hours before the due date for bids. Questions will not be answered by phone or in other oral communication. Addendums, answers to questions or interpretations that may be of general interest to all Bidders will be emailed to all that received the bid. Information on all changes, addendums, answers to questions or interpretations will also be available at the City's Engineering Department, 2660 Burlingame Ave SW, Wyoming, MI 49509.

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

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GENERAL BID INFORMATION

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

Bid Requirements

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

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

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

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

Bid Opening and Tabulation

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

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

City's Reservation of Rights

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the bidder/contractor to comply with the specifications,
2. Reject any or all bids,
3. Waive any irregularities, nonconformities or technicalities of any bid,
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved using quoted unit prices,

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

General Description of Consideration Process

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

Consideration Factors

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

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

1. Legal Compliance. Contractor, all Contractor's subcontractors, all Contractor's suppliers, all Contractor's consultants, and all of their respective personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules and regulations.

2. Permits and Inspections. Unless the plans and specifications or the submitted bid state otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the Work under the contract and shall furnish copies of those licenses and permits to the City prior to commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents it has reviewed or is otherwise familiar with the grant requirements and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract. NO GRANT FUNDS ARE USED IN THIS CONTRACT.

4. Qualifications. Contractor represents and promises that:

   A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and must maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply the materials required by this contract.

   B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracts by any federal department or agency; (ii) have within the last 3-years been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or criminally charged by a governmental entity with committing any of the offenses listed in this certification; or (iv) has within the last 3-years had one or more public contracts terminated for cause or default.

   C. If the contract is for a Community Development Block Grant (CDBG) or other federal and/or state funded project, Contractor and subcontractors are not listed on the United States Department of Housing and Urban Development (HUD) listing of debarred and suspended participants. NO CDBG FUNDS ARE USED IN THIS CONTRACT .

   D. Contractor and any subcontractor will register on the Federal SAM Registry available at: https://usfcr.com.

   E. Contractor and any subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

F. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

G. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.

5. Diversity and Inclusion. Contractor and all Contractor's subcontractors, suppliers and consultants, will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. Contractor and all Contractor's subcontractors, suppliers and consultants will comply with all applicable laws, rules, regulations regarding discrimination and inclusion (*e.g.*, Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the following website: https://www.eeoc.gov/).

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

A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) any act that creates an appearance of impropriety with respect to the award or performance of this contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the contract.

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

C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made except in accordance with the City Manager's prior written approval.

8. Payment to Contractor.

A. Contractor and all its subcontractors, suppliers and consultants shall, before beginning the Work, complete and return by email to the Engineering Department at eng_info@wyomingmi.gov an IRS W-9 form (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf).

B. Payments to Contractor will be made bi-weekly in accordance with the contract and specifications. A retainer of 5% will be held from each bi-weekly payment and will be paid out at contract completion.

C. Payment disputes will be resolved as provided in the contract. If no other provisions apply, the City will pay the undisputed amount and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

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

A. Unless otherwise stated in the plans, specifications or proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.

B. Specifications in this request for bids are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.

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

E. If quantities are listed in this request for bids, the quantities are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.

G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the Work and cleanup and remove of all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall retain and, upon request, provide the City copies of any required manifest or other disposal documentation.

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

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

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

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

    B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.

    C. On construction projects state sales taxes are applicable on materials only.

14. Records. Because the City is a public entity and because it receives funds from other governmental agencies: (i) the City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that the City disclose to those requesting them copies of all requested documents relating to the bid and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all Work under the contract for at least 6 years after completion of this contract. Contractor shall, within 2 City business days of any City request, allow inspection, auditing and copying of all retained records.

15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:

A. No right or duty of Contractor under this contract may be assigned or delegated without the City's prior written consent.

B. The contract will be binding on Contractor's successors and permitted assigns.

C. No other individuals or entities are intended to be beneficiaries of the contract.

16. Independent Contractor. Contractor and all Contractor's subcontractors and consultants are wholly independent of the City and none of any of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel and is also responsible for the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, the City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.

17. Disputes/Remedies. Unless the contract documents otherwise provide, the following applies to any dispute about the bid, contract award, or this contract:

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

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

C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. By submitting a bid, a bidder is agreeing to this jurisdiction and venue.

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

18. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and the City. These terms and conditions shall not be affected by any course of dealing.

B. The captions are for reference and will not affect the interpretation of these terms and conditions.

C. The contract is made in Kent County, Michigan.

D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.

E. Reference to any City officer includes that City officer's designee(s).

SURETIES, BONDS, LETTERS OF CREDIT AND LIENS

Bid Surety

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

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

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

The surety signature should be witnessed.

Performance Bond

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

Payment Bond

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

Letter of Credit

A letter of credit is not required for this project.

No Liens

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

RISK ALLOCATION AND INSURANCE

Risk Allocation

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

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

Insurance

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

1. Contractors shall also provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
2. All insurance carriers shall be "A" rated by the A.M. Best Company.
3. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.
4. The Contractor shall, as part of the insurance coverage to be furnished, include specific coverage, by endorsement in the aforesaid amount for the so-called Explosion, Collapse, and Underground Hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to building or adjacent structures arising from excavation or tunneling, and damage sustained by wires, conduits, mains and the like, occasioned by the Contractor's subsurface operation.
5. All policies shall provide the following notification of cancellation or material change:

   It is understood and agreed that 30-days, 10-days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Wyoming - Engineering, 2660 Burlingame Ave SW, Wyoming, MI 49509.
6. If any of the insurance is canceled, the Contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
7. If the following chart states that additional insured have to be named for any of the listed types of insurance, certificates of insurance and all needed endorsements for that insurance shall provide the following are covered:
   A. City of Wyoming,
   B. Authorities created by the City of Wyoming,
   C. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
8. If additional insureds have to be named, the following shall apply:
   A. Coverage afforded to the required insureds or additional insured shall be primary and non-contributory and any other insurance or coverage of the City's that may be in effect shall be secondary and/or excess.
   B. A waiver of subrogation shall be included in favor of the Additional Insureds.

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

Required Limits	Additional Requirements
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Shall include an endorsement, including ongoing and products-completed operations (CG 2010 and CG 2037 or equivalent) **Additional Insureds are required.**
Required Limits	**Additional Requirements**
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence $2,000,000 per accident, **or** $2,000,000 Combined Single Limit, ea. accident	**Additional Insureds are required.**
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: $500,000 each accident $500,000 Disease, each employee $500,000 Disease – policy limit	Coverage shall be in accordance with all applicable Michigan statutes. Except where prohibited by law, waiver of subrogation is required covering the following: A. City of Wyoming B. Authorities created by the City of Wyoming, C.All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
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). **Additional Insureds are required.**
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $__0___.	The City of Wyoming shall be "Named Insured" on said coverage. A 30-day, 10-day for non-payment of premium, notice of cancellation shall be endorsed onto this policy.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than $0. Amount required $1,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. **Additional Insureds are required.**
PROFESSIONAL LIABILITY	
Coverage is required if the amount stated below is more than $0. Amount required $__0___.	If this policy is claims made form, then Contractor keep the policy in force, or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.
BUILDERS RISK PROPERTY INSURANCE	
Full project amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

Sample Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME: John Smith	
ABC Insurance Agency 123 Main Street Anywhere MI 12345	PHONE (A/C, No, Ext): 555-555-1234	FAX (A/C, No): 555-555-5678
	E-MAIL ADDRESS: johnsmith@johnsmith.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ABC Insurance Company	00000
INSURED XYZ Construction Company 456 Main Street Anywhere MI 12345	INSURER B : DEF Insurance Company	10001
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

City of Wyoming Project Name:_____

The following are additional insureds: (i) City of Wyoming,(ii) all authorities, boards and bodies created by the City of Wyoming, (iii) Name of Engineering/ Architectural Firm (if applicable), (iv) State of Michigan, Michigan Department of Transportation, and Michigan Transportation Commission or other entities (if applicable) (v) all directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of those entities. For additional insureds this coverage will be primary and any other insurance covering them will be secondary. Subrogation is waived for all additional insureds. Additional Insured - See Endorsement. Cancellation Notice - See Endorsement. Primary & Secondary - See Endorsement.

CERTIFICATE HOLDER

City of Wyoming
Public Works Department
2660 Burlingame Ave SW
Wyoming MI 49509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
AGENT SIGNATURE

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CITY OF WYOMING STANDARD SPECIFICATIONS FOR CONSTRUCTION

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

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

TECHNICAL BID SPECIFICATIONS

Progress Schedule and Completion Date

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

Start date:	10 days after award (OR AS APPROVED BY THE ENGINEER)
Work hours:	Generally, 7:00 a.m. to 7:00 p.m. or as approved by the Engineer. (Noise ordinance restricts work between 10:00 p.m. and 7:00 a.m.)
No work on:	SUNDAYS OR CITY HOLIDAYS
Completion date:	Completion including punch list by November 14, 2026,

Coordination

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

Timing and Phasing

1. Project shall be constructed in 2 phases as shown on the plans. Prior to starting removals on a new phase, the following must be true on the previous phase:
    a. The full width of the street must be restored to a smooth, solid driving surface (compacted aggregate base or base course of asphalt or better).
    b. Contractor must work continuously to complete restoration and base course paving on the previous phase.
    c. Traffic control in the previous phase is limited to single lane closures.
    d. Engineer has provided approval.
2. Coordinate traffic control, removals and restoration with Consumer's Energy for their work on pole relocation.
3. Contractor will be responsible to maintain temporary roadway surface until final paving. The contractor shall maintain access to all properties and businesses at all times. The Engineer will have final authority and approval over all scheduling changes. Contractor is to be aware of school dates and provide appropriate access to schools and school buses accordingly. Once work begins it must be continuous until the project is completed.
4. The contractor shall present a phasing plan or schedule for watermain construction showing interruptions for connections where necessary, and tie-ins to any existing watermain. Said phasing plan shall be approved by Engineer before construction begins and shall be presented at the preconstruction meeting. Any changes made to this schedule will require approval by the Engineer.

Safety

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

Watermain

1. All labor and materials shall conform to Division 15 of the City of Wyoming Construction Specifications,
2. The contractor shall verify the depth of the existing mains to be connected to prior to construction. If necessary, adjust grade of proposed watermain per Engineer's approval. Bends shall not be used at the connection to the

existing watermain unless otherwise approved by the Engineer. The contractor should note the variations in depth of the watermain and use a trench box as necessary.

3. Payment for the laying of watermain shall include all costs associated with vertical or horizontal deflection of watermain around storm or sanitary sewer manholes or other obstructions unless otherwise called for in the plans. If the Engineer determines that bends are necessary for relocation, they will be paid for at the contract unit price. Payment for watermain shall also include necessary bracing or holding of utility poles on the project during construction.
4. All watermain and water services shall be bedded in Class II Sand.
5. Watermain testing shall be done in accordance with the current City of Wyoming procedure for pressure testing and chlorination of watermains. All testing shall be performed by City of Wyoming crews. If initial testing fails, Contractor is responsible for costs associated with retesting and chlorination per Appendix A of Division 15.

Traffic Control

1. The Contractor may close Burton Street and Osmer Avenue to through traffic but shall maintain one lane for local traffic. Short duration full closures will be allowed for watermain crossings. These closures must be planned so that access is maintained to all properties during the closure. Message boards shall be used to alert traffic to the location of the full closure. Contractor is responsible for updating message boards. Through-traffic on Burton shall be detoured to Chicago Drive. Contractor is to provide a detour plan for review and approval by the Engineer. Contractor shall maintain the intersection of Godfrey (north) and Burton in suitable condition for school bus traffic while school is in session. Lee Street may be closed between Burlingame Avenue and Delwood Avenue with local access maintained. Traffic shall be maintained in accordance with the current Michigan Manual of Uniform Traffic Control Devices.
2. The Contractor shall maintain good access to each residence or business at all times to the satisfaction of the Engineer. The contractor shall also make sure that access is maintained to all residences and businesses outside of work hours. Temporary gravel roads and drives shall be placed as needed to maintain traffic. The cost of labor, equipment and materials for maintaining traffic shall be included in the Minor Traffic Control item.
3. Traffic control devices that are no longer needed shall be immediately removed from the roadway. Temporary signs that are no longer applicable shall be immediately covered or laid down. At the completion of the project, or a segment of the project, traffic control items shall be removed from the right-of-way within 72 hours. Items that remain after 72 hours will be removed by the City with costs billed to the contractor.
4. The contractor shall also maintain pedestrian traffic throughout the project. Sidewalks may be closed on only one side of a street at a time. Appropriate signs and barricades shall be placed to prevent pedestrians from entering closed sidewalk segments. Pedestrian detours shall be as short as practical and shall utilize designated crosswalk locations. If the contractor's construction methods do not allow for an acceptable pedestrian detour, the contractor shall provide a temporary pedestrian pathway. All signs, barricades, temporary pathways, etc. shall comply with current MDOT ADA standards. All labor, material and equipment costs for maintaining pedestrian traffic shall be included in the Minor Traffic Control item.

Certification of Materials

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

Embankment and Earth Excavation

All such work will be included in the Street Grading and Shared Use Path Grading items.

Soil Erosion and Sedimentation Control

1. This work shall consist of providing maintenance on temporary erosion and sediment control devices, including but not limited to silt fences, sediment basins, check dams, silt retention barriers, etc. This work shall also consist of removing sediment that has accumulated at both temporary and permanent erosion and sediment

control devices. All erosion control BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.

2. The Inspector and contractor shall inspect all control devices weekly and daily during runoff producing rain events. All temporary erosion control devices installed on this project shall, as a minimum, be cleaned of sediment when one half the capacity has been reached.

3. Maintenance activities shall be completed within 24 hours of inspection. Sediment excavated from any erosion or sediment control device shall be removed from the immediate area and immediately stabilized such that the material will not refill any erosion or sediment control device.

4. Any damage to any erosion or sediment control device associated with this operation either through negligence, abuse, or other improperly functioning equipment, shall be repaired or replaced at no expense to the City.

5. Clear dewatering water may be discharged directly to the nearest existing pond or storm inlet. Clean water should not be mixed with turbid water.

6. Turbid dewatering water shall be discharged into a sediment pond prior to discharge from the site. The project Inspector shall determine whether dewatering water is clear enough to be discharged to either site.

7. Additional erosion and sedimentation control facilities will be installed as needed throughout construction. The project Engineer will have final authority over scheduling and implementation of both temporary and permanent erosion BMPs.

8. Erosion control placement, maintenance, and removal shall be in accordance with the construction plans and the City of Wyoming Standard Specifications or the Michigan Department of Transportation Standard Specifications. All labor and materials to control erosion shall be included in all other items. If a Soil Erosion Permit is required, it will be the responsibility of the contractor.

Restoration Items

1. Payment for restoration is based only on established growth over the course of the warranty period. Payment shall include reseeding and replanting in those areas that have failed to green over the course of the year.

2. In cases where the Engineer finds unacceptable growth, even after the contract is completed, the contractor shall be required to place more seed or topsoil, or replant trees, whichever is necessary, with the understanding that they have already been paid for such work. This shall continue through the warranty period for the project.

HMA Paving

1. The top course of asphalt shall be Echelon paved so that the only cold joint is at the centerline of the road.

2. Joints between courses shall be staggered at least 6 inches.

3. All cold joints shall be tacked.

4. See Special Specification for Acceptance of Hot Mixed Asphalt (HMA) Mixture.

    1.) Casting adjustment shall be completed after the top course is placed. Adjust casting item includes mudding up the interior of the entire chimney. See City of Wyoming standard details and Unique Project Specifications: City of Wyoming Special Specification for Drainage Structure Cover, Drainage Structure Cover Adjustment, and Valve Box Adjustment - 4 Pages

Miscellaneous

1. All saw cutting done for any removals on the project shall be included in other items. Saw cutting is required for any removal of asphalt or concrete or pavement.

2. Unless otherwise approved, hoe packing should be used to compact the sand in areas where water connections are made and in areas around drainage structures. Hoe packing is included in all other items of the project.

3. The Contractor shall be responsible for the removal and disposal of all equipment and cleanup and removal of all debris resulting from the installation work. This includes all signage and relevant Traffic Control Devices.
4. All bond coat between paving layers shall be “trackless tack”.
5. Cold milling shall be approximately 5 inches on Burton and approximately 3.5 inches on side streets. See attached Boring information.

Subcontractors

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

Warranties

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

Liquidated Damages

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

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

Discrepancies in Plans and Specifications

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 1 of this Request for Bids document, who will correct such discrepancies, errors, or omissions in writing.

2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:

    Contract/Purchase Order
    Bid Proposal on the City's Form - without any additions or changes
    Technical Bid Specifications
    Instructions to Bidders
    General Bid Information
    City Contract Standard Terms and Conditions
    Drawings
    City of Wyoming Standard Specifications for Construction
    Prequalification Documents

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

Special Item Specifications of the Project

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

Pay Item 1079 – Remove Existing Light Pole and Foundation. This item shall include all labor and materials necessary to remove existing street light or signal poles and foundations. It shall also include removing and salvaging banner hanging hardware from each pole and delivering it to the City of Wyoming.

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

Pay Item 3023 – Flowable Fill. This item shall include all labor and materials necessary to fill the abandoned 12-inch watermain with Flowable Fill. Contractor shall create adequate fill points and air relief points to completely fill the watermain.

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

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

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

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

The item shall also include:

- All earth excavation and embankment required to construct the street.
- Removal of any trees within the Right-of-Way with diameters less than eight inches (8") that conflict with the proposed work.
- **Removal and replacement or relocation of any disturbed landscaping including fences, guardrail and boulders in the construction area.**
- Mailbox removal and replacement. The contractor shall be responsible for all communication with the post office and any damage to property owners' mailboxes.
- Materials and labor necessary to reconnect service drains and sanitary laterals that are affected or damaged during construction, or whose grade may need to be adjusted for the watermain construction.
- Placement of 6-inch sleeves in concrete areas for uni-strut driven in place sign placement. Engineer will mark out sleeve locations.
- Abandoning valve boxes associated with the watermain which is being abandoned.
- Completion of the final Punchlist.

Pay Item 6692 – Pavt Mrkg, Recess. This item includes all labor, materials and equipment necessary to recess pavement markings. Install recess in accordance with the pavement marking material manufacturer's installation instructions. Ensure recess bottom has a fine corduroy finish. Recess depth shall be as recommended by the manufacturer. Place recessed pavement markings within 24 hours of constructing recess.

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

Traffic Signals

Pay Item 8202 – PVC Conduit – This item includes all labor, materials and equipment necessary to install signal conduit. Conduit to be 3 inch Schedule 80 PVC with pull string. Conduit to be placed according to plans and field staking. Conduit will connect all handholes, pole foundations and cabinet.

Pay Item 8320 – Mast Pole/Strain Pole Foundation – This item includes all labor, materials and equipment necessary to install a Mast Arm/Strain Pole Foundation. Details for the foundation are located in the Unique Project Specifications of this RFB. Note some foundations require conduit from the foundation to the nearby handhole. This will also be used for Mast Arm Poles

Pay Item 8321 – 16 Phase Cabinet Foundation – This item includes all labor, materials and equipment necessary to install a Cabinet Foundation. Details for the Cabinet Foundation are located in the Unique Project Specifications of this RFB. Note conduit is required from the cabinet foundation to nearby handhole. City will supply and install cabinet once foundation is ready.

Pay Item 8325 – Mast Arm/Strain Poles – This item includes all labor, materials and equipment necessary to install a Mast Arm/Strain Poles. Details for the poles are located in the Unique Project Specifications of this RFB.

Pay Item 8326 – Mast Arm – This item includes all labor, materials and equipment necessary to install a Mast Arm. Details for the mast arm are located in the Unique Project Specifications of this RFB.

Pay Item 8250 – Handhole – This item includes all labor, materials and equipment necessary to install a Handhole. Details for the handhole are located in the Unique Project Specifications of this RFB.

For all Traffic Signal pay items, City will supply and install signal and span wire, signals and cabinets. Coordination will be required with the Traffic Department.

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

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

Pay Item 6005 – Remove Contaminated Soils- This pay item covers all work required to remove, transport, properly dispose of contaminated soil, and supply clean Class II backfill as replacement. City will supply environmental testing to determine the contamination and proper disposal method. Contractor will submit disposal certification and scale tickets. Payment will be in Tons as measured by the scale at the disposal facility. Work is covered in Unique Project Specifications of this RFB.

Pay Item 6250 – Concrete Poured Retaining Wall. This item includes all labor, materials and equipment necessary to install a replacement concrete retaining wall. Work to follow standard MDOT E-curb specifications and detail. Included in the pay item is any removals of existing concrete retaining wall and all work on existing retaining wall to facilitate install of new retaining wall. Dimensions of new wall to match existing wall.

INSTRUCTIONS TO BIDDERS

ALL BIDS MUST:

1. Be typed or clearly printed in ink.

2. Be free of erasures or corrections except those initialed by the bidder.

3. Include the bid form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid.

4. Be free of unsolicited alternate bids. Unsolicited alternate bids will not be considered and if submitted may cause the bid to be rejected.

5. Be received by the date and time specified on page 1 of this bid document.

6. Be in a sealed envelope labeled as required on page 1 of this bid document.

7. Include a cover letter that lists all enclosures.

8. Include the original signature(s) of one or more individuals authorized to bind the proponent as required on the Bid Form and Contract:

    A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.

    B. Businesses must also provide the state in which they were organized, *e*.g. Michigan, Delaware, etc. and the type of entity, *e.g*., a corporation, a partnership, a limited liability company, a limited partnership, or other business form.

    C. Both the bid and contract must be signed by an individual with the authority to bind the bidder. For corporations, this is usually an officer such as the president, vice president or secretary. For a partnership, this is usually a general partner. For a limited liability company, this is usually a managing member. If there is a question about signing authority, the city may seek verification of that authority.

9. Include any required bid bond or other security required by the specifications.

    A. The bid bond (if required) must be signed by the bidder/surety with the complete, usual signature of the individual(s) authorized to bind the bidder/surety.

    B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.

10. Include prices meeting the following requirements:

    A. Prices for all items. Proposals that do not include prices for all items will be deemed incomplete and may be rejected.

    B. Prices should be stated in units of quantity specified in the plans, specifications and request for bid. In case of any discrepancy in determining the amount of the bid, the quoted unit price will govern.

    C. Nothing shall remain to be purchased or supplied other than such items as are indicated in the plans and specifications. If any items, accessories or groups of items require to perform the work specified

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

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

11. If required by the specifications, include:

A. The manufacturer and/or model number(s) of specified equipment.

B. The warranties or guarantees provided for any work, equipment and other items.

C. The number of calendar days required for delivery of any equipment, goods or other items.

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

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

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

UNIQUE PROJECT SPECIFICATIONS

1.) City of Wyoming Special Specification for Acceptance of Hot Mixed Asphalt - 5 Pages
2.) City of Wyoming Special Specification for Drainage Structure Cover, Drainage Structure Cover Adjustment, and Valve Box Adjustment - 4 Pages
3.) Traffic Signal Details – 18 Pages
4.) Contaminated Soil Removal – 2 pages

CITY OF WYOMING BUDGET AMENDMENT

Date: April 20, 2026 **Budget Amendment No. 026**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional $3,950,000 of budgetary authority for Burton Street reconstruction and watermain replacement.

Description/Account Code	Current	Increase	Decrease	Amended
Capital Improvement Fund				
Capital Outlay - Watermains 401-441-57300-972.573	$ 6,001,075.00	$ 3,950,000.00	$ -	$ 9,951,075.00
	$ -	$ -	$ -	$ -
Fund Balance/Working Capital (Fund 401)		$ -	$ -	

Recommended: Jodi Henshaw
Finance Director

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 AWARD A BID FOR
WASTEWATER TREATMENT PLANT PRIMARY CLARIFIER IMPROVEMENTS

WHEREAS:

1. As detailed in the attached staff report, the City accepted bids for Wastewater Treatment Plant primary clarifier improvements.
2. It is recommended City Council accept the bid from Allied Mechanical Services, Inc. in the total estimated amount of $3,972,000.
3. It is also recommended City Council approve a contingency in amount not to exceed $500,000.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the bid from Allied Mechanical Services, Inc.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Recommendation Letter
Contract

CITY OF WYOMING | PUBLIC WORKS

Wastewater Treatment Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

STAFF REPORT

Date: March 31, 2026

Subject: Wastewater Treatment Plant Primary Improvements

From: Jon Burke, WWTP Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended that the bid for the primary clarifier improvements be awarded to the low bidder, Allied Mechanical Services, Inc., in the amount $3,927,000.00 and authorize a contingency of up to $500,000, for a total cost of $4,427,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Primary clarification is the second step in the wastewater treatment process, where heavier solids settle out in large tanks before the wastewater proceeds to aeration basins for further treatment. The Wastewater Treatment Plant (WWTP) has four tanks, called primary clarifier tanks, to accomplish this process. Two of the primary clarifiers are original to the 1962 WWTP and the other two were constructed in the early 1970's and are thus over or near 60 years in age. All four tanks have had minor repairs since their construction. In 2011, due to a consent order from the State of Michigan to address odors coming from the tanks, covers were installed over the tanks. While the covers do help with the odor issues, they also create an atmosphere that causes increased corrosion of the equipment above the water line and below the top of the tank cover.

In 2024, the tanks were drained and covers were removed so that an inspection could be performed. Moore + Bruggink was retained to provide this inspection, and a final report indicated that the visible concrete structures were in overall good condition. However, the inspection also found that much of the metal mechanisms, baffling and weirs were nearing the end of their useful lives and needed to be replaced. Additionally, much of the interior tank coating was failing and also needed to be replaced. The inspection and report concluded that repairs were necessary.

On July 21, 2025, the city awarded a bid to Fishbeck to research equipment, design the improvements, and provide project oversight to make sure the repairs are completed properly. Over the past six months, a design was developed, and an approved vendor list was created to ensure that the city would receive the correct material for this particular application. While the design process was still under way, it was decided that equipment procurement would be handled separately due to long delivery times. On February 2, 2026, the City awarded the equipment contract to Monroe Environmental and has paid them 10% for this equipment consistent with the contract. The equipment procurement process is already underway and could even be ahead of the schedule that was originally discussed.

On February 9th, bids were solicited for the construction phase of the project. Due to the nature of the project, a mandatory pre-bid meeting was held at the WWTP on February 16th, which was attended by 5 general contractors and several other sub-contractors. Bids were opened by the Clerk's office on March 17, 2026, with 3 of the 5 general contractors responding. The results were as follows:

	Base Bid	**Alternate #1**	**Alternate #2**	**Base Bid & Alternate #1**
Allied Mechanical Services, Inc.	$3,341,000	$586,000	$1,419,000	$3,927,000
Erhardt Construction Company	$3,426,593	$599,988	$1,451,972	$4,026,581
RK Davis, Inc.	$3,575,000	$596,700	$1,459,200	$4,171,700

After a thorough review of the bids, meetings with the two lowest bidders, and a complete reference check of both companies conducted by Fishbeck, it was determined that the lowest bidder—Allied Mechanical Services, Inc.—is capable of completing the project as outlined in the bid documents. Based on this evaluation, and with a recommendation letter from Fishbeck, city staff recommend awarding the bid to Allied Mechanical Services, Inc. A formal recommendation letter is included with this staff report.

The base bid includes 90% of the equipment costs previously authorized for purchase, as well as the construction work required to complete the repairs. A significant portion of the project involves removing and reapplying the failing interior tank coating, for which two different coating types were specified. Prices for these two coating options were requested as Alternate #1 and Alternate #2, giving the City flexibility to select a coating based on cost and performance. Since both coatings offer essentially the same warranty, the lower-cost Alternate #1 coating is recommended. The total cost for this option is $3,927,000.

Once the coating is removed, the extent of underlying concrete damage can be accurately assessed and repaired. An estimated amount of this work was included in the base bid. However, the full extent of the work will not be known until the coating is completely removed and existing concrete exposed. Therefore, it is also requested that a contingency of $500,000 be approved as well (approximately 15% of the base bid price).

It is expected that this project will start in the summer of 2026 and continue into the summer of 2027, depending on the delivery of the equipment.

This recommended bid award to Allied Mechanical Services, Inc. is for $3,927,000. Staff are additionally requesting a contingency of $500,000 due to significant unknowns with the project work, for a total amount of $4,427,000.

BUDGET IMPACT:

This project was anticipated and included in the FY26 and FY27 annual budgets. The recent sewer bond sale included proceeds to be used for the headworks improvement project and also to fund the equipment portion of the primary improvements project. The actual construction work for the primary improvements will be funded with cash. Sufficient funds are available for this work.

ATTACHMENTS:

Recommendation letter from Fishbeck

Allied Mechanical Services, Inc. signed contract

PHOTOS:

Photos below and on the following page indicate structures or lining that will be replaced as part of this project, and are representative of the condition of all 4 primary clarifiers.









CITY OF WYOMING

WWTP PRIMARY CLARIFIER IMPROVEMENTS 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: 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: April 21, 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:

This contract is for the Base Bid Price and Alternate #1, therefore the total contract is for $3,927,000.00.
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."

4. If this Contract is for a public improvement project costing $50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor: Allied Mechanical Services, Inc.

By: Richard Wackerle Digitally signed by Richard Wackerle DN: CN=US, E=rwackerle@alliedmechanical.com, O=Allied Mechanical Services, CN=Richard Wackerle Date: 2026.04.01 08:41:30-04'00'
[Signature officer, director, or principal of Contractor]
Richard Wackerle - President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4/1, 2026

CITY OF WYOMING

BID/PROPOSAL FORM

Bid/Proposal for WWTP Primary Clarifier Improvements

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?	X	

If yes, DUNS #: 10-163-3808

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

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?		X
Minority Owned Company?		X

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

Allied Mechanical Services, Inc.

BID/PROPOSAL FORM CONTINUED

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

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

Addendum No.	Addendum Date
1	3-3-26

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

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

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

BASE BID PRICE:

Three Million Three Hundred Fourty One Thousand (use words) Dollars $ 3,341,000 (in figures)

ALTERNATE #1:

ADD Five Hundred Eighty Six Thousand (use words) Dollars $ 586,000 (in figures)

ALTERNATE #2:

ADD One Million Four Hundred Nineteen Thousand (use words) Dollars $ 1,419,000 (in figures)

All specific allowances identified in Division 01 Section "Cash Allowances" are included in the Base Bid price set forth above and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Reminder: All warranties must be included with bid/proposal.

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

Allied Mechanical Services, Inc.

Bid/Proposal Form Continued

All work items are included in the Total Bid Price set forth above. Provide unit prices for items in the following table. Payment for unit price items identified in the following table will be according to the criteria in Division 01, Section "Unit Prices – Measurement and Payment" and will be paid from the cash allowance described in Division 01, Section "Cash Allowances". Unit prices identified in the following table will be used should concrete repairs be required. The extent of concrete repair will be determined during construction by Engineer and Owner. Estimated quantities provided in the following table are for bidding purposes and may not a represent actual extent of concrete repair. Adjustment to the unit prices identified below will not be allowed.

ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE (figures)
1	Concrete Spall Repair 0-inch to 2-inch Deep	SQ.FT.	250	235
2	Concrete Spall Repair 2-inch to 4-inch Deep	SQ.FT.	250	285
3	Carbon Fiber Reinforcement 4-inch Wide	FT	100	160
4	Rout and Seal Crack Repair	FT	100	59
5	Deep Rout and Seal Crack Repair	FT	100	150

Allied Mechanical Services, Inc
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Richard Wackerle President
[Printed name and title of person signing]

James Oudbier Estimator
[Printed name and title of 2nd person signing]

Date signed: March 17, 2026

3860 Roger B Chaffee Mem. Dr SE
[Proponent's street address]

616-607-4555
[Proponent's business phone]

Grand Rapids, MI 49548
[City] [State] [Zip]

616-607-4555
[Cell phone number(s) of person(s) signing for proponent]

joudbier@alliedmechanical.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]

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

April 9, 2026
Project No. 2501312

Jon Burke
WWTP Superintendent
City of Wyoming
250 Ivanrest Avenue SW
Wyoming, MI 49418

Bid Evaluation for City of Wyoming Wastewater Treatment Plant
Primary Clarifier Improvements

Fishbeck has reviewed the bids for the Primary Clarifier Improvements received by the City of Wyoming (City) on March 17, 2026, at 11:00 a.m. local time. Three bids were received and opened publicly by the City and read aloud.

A tabulation of the opened bids is included in Table 1.

Table 1 – Bid Summary

Bidder	Base Bid	Alternate #1	Alternate #2
Allied Mechanical Services, Inc.	$3,341,000	$586,000	$1,419,000
Erhardt Construction Company	$3,426,593	$594,000	$1,451,972
RK Davis, Inc.	$3,575,000	$596,700	$1,459,200

The two low bids differ by $185,308.00 or approximately 2.5%.

The Engineer's opinion of probable cost for the project is $3,640,000.

Each bidder also provided unit prices for concrete repairs. These costs are included in the Base Bid as part of a bidding allowance. A summary of the concrete repair unit prices is provided in Table 2.

Table 2 – Concrete Repair Unit Prices

Item Number	Item Description	Unit Price Allied Mechanical Services, Inc.	Unit Price Erhardt Construction Company	Unit Price RK Davis, Inc.
1	Concrete Spall Repair 0-inch to 2-inch Deep (per SQ.FT.)	$235.00	$115.00	$136.00
2	Concrete Spall Repair 2-inch to 4-inch Deep (per SQ. FT.)	$285.00	$138.00	$272.00
3	Carbon Fiber Reinforcement 4-inch Wide (per FT)	$160.00	$92.00	$163.00
4	Rout and Seel Crack Repair (per FT.)	$59.00	$14.00	$55.00
5	Deep Rout and Seal Crack Repair (per FT.)	$150.00	$21.00	$136.00

A detailed bid evaluation was conducted for the two low bidders. Each bidder provided City-required documentation, including: a list of all pending, ongoing, or resolved litigation, settlements, and arbitration proceedings involving the bidder, its parent company, subsidiaries, or affiliated companies within the last five years; a list of all projects within the last five years for which the bidder has sought change orders increasing the total bid amount by 5.0% or more; a list of all projects within the last five years on which the United States Occupational Safety and Health Administration (OSHA) or a state occupational health or safety agency has alleged violations of applicable health or safety requirements; and a list of project management team members for this project. Based on our review of the provided information, there do not appear to be indications of issues that would restrict the Contractor from successfully completing the project from a business standpoint.

Each bidder provided references with its bid. Fishbeck is familiar with reference projects from each of the bidders.

Fishbeck and the City reviewed the bid packages from AMS and Erhardt and developed a list of questions for each bidder. These questions were provided to the bidders prior to conducting separate post-bid interviews with each bidder.

Fishbeck and the City discussed the following items with AMS during their post-bid interview:

- AMS demonstrated a thorough understanding of the project scope by explaining its approach and schedule.
- AMS confirmed that its understanding of pricing for Alternate #1 and Alternate #2 is in accordance with the bidding documents.
- AMS confirmed that it has included the appropriate cost in its base bid for the assignment of the clarifier equipment procurement contract, including 90% of the procurement contract price, as well as associated bond, insurance, and tax costs for 100% of the procurement contract price.
- AMS provided a detailed description of its temporary piping plan and expressed a willingness to work collaboratively with Fishbeck and the City to determine the final routing of the temporary piping.
- AMS provided a detailed list of subcontractors and suppliers and based on our analysis, appears to have thorough coverage for all work on the project and is prepared to execute the work according to the schedule described in the bidding documents.
- AMS expressed some concern about the schedule but believes that this risk can be mitigated by expediting procurement of the slide gates.
- AMS understands that completing the coating work in the clarifiers will be challenging and weather-dependent. As such, it is prepared to provide temporary heating in the clarifiers, as necessary, to meet the coating manufacturers' requirements if inclement weather is experienced.
- AMS provided a list of past clarifier replacement projects, including replacement of clarifier mechanisms in similarly covered tanks and recoating concrete tanks while providing temporary heating.

Erhardt included its mechanical subcontractor, DHE, in the post-bid interview. Fishbeck and the City discussed the following items with Erhardt and DHE during the post-bid interview:

- Erhardt provided a detailed schedule in its bid package and provided an in-depth description of its approach to the work during the post-bid interview. The schedule included installation of clarifier equipment in August 2026. It is unclear if Monroe Environmental will be able to deliver equipment by this date.
- The construction approach includes importing material from the neighboring property, causing a temporary closure of the bike path during construction and removal of the staging area. Additionally, for the replacement of Primary Clarifier 4, Erhardt intends to stage a crane in the area east of Primary Clarifier 4 along the drive.
- Erhardt and DHE have a good understanding of the temporary piping requirements and expressed a willingness to work collaboratively with Fishbeck and the City to determine the final routing of the temporary piping.

- Erhardt confirmed that its understanding of pricing for Alternate #1 and Alternate #2 is in accordance with the bidding documents.
- Erhardt provided a written description of how they have included the assigned procurement contract cost and associated sales tax for the clarifier equipment.

  "[Erhardt has] included all ancillary (taxes, interest, insurance costs and fee) for the clarifier equipment. The actual cost of the equipment being assigned to Erhardt will be actuated by change order to Erhardt Construction Company for the stated sum in the City of Wyoming Purchasing Contract."

  Not including the clarifier equipment procurement cost in the base bid, as indicated in the bidding documents, and requiring a change order after contract award effectively increases Erhard's bid price by $1,257,660.00 (90% of the procurement contract value) resulting in a total base bid construction price of $4,684,253.00. Given the apparently tight bid results, Fishbeck and the City asked, and Erhardt confirmed, that the clarifier equipment procurement cost was not included in the base bid price.

- Erhardt and DHE provided a list of past projects. These included larger WWTP projects as well as similar clarifier replacement projects.

While the evaluation of bids is based on the base bid price, Fishbeck has conducted a review of the pricing provided for Alternate #1 and Alternate #2. Alternate #1 provides a manufacturer-recommended paint coating system in the primary clarifier tanks, while Alternate #2 provides a chemical-resistant coating system above the normal water level of the primary clarifier tanks and a paint coating system below the normal water level of the primary clarifier tanks. Alternate #2 provides a more robust coating system that has been used successfully in other demanding locations at the WWTP, including the influent channels, the aeration splitter box, and the inlet chamber to the biofilter odor control system. Pricing provided by each bidder for these alternates is consistent with our anticipated cost for each alternate.

Successful application of a new coating system to existing concrete tanks is dependent upon many conditions, including proper preparation of the existing surfaces, temperature, and weather conditions at the time of application, and proper application technique. The coating systems in Alternate #1 and Alternate #2 have both been selected based on their compatibility with the expected operating conditions within the primary clarifier tanks. The coating systems for each alternate carry similar manufacturer warranties.

Based on our evaluation of the bids, bidders, and supporting documentation, we find all bidders to be qualified to complete the Work. As such, we recommend the City award the project to the low bidder, AMS, based on its demonstrated understanding of the project, the completeness of its bid, and the schedule it has developed for the project. Based on our understanding of the total project cost, we further recommend that the City accept Alternate #1.

This evaluation is submitted for review and consideration by the City.

If you have any questions or require additional information, please contact me at 616.464.3848 or jredner@fishbeck.com.

Sincerely,



Joshua W. Redner, PE
Senior Water and Wastewater Engineer

By email
Copy: Dan Kleinheksel – City of Wyoming
Josh Juhl – Fishbeck

04/20/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A PROPOSAL FOR
FINAL DESIGN AND ENGINEERING SERVICES FOR A SECOND RAW WATER INTAKE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Fishbeck for final design and engineering services for a second raw water intake for the Drinking Water Plant in the total amount of $483,000.00.
2. It is also recommended City Council approve a 5% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Fishbeck for final design and engineering services of a second raw water intake.
2. City Council approves the contingency.
3. City Council authorizes the City Manager to sign a contract.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

CITY OF WYOMING | PUBLIC WORKS

Water Treatment Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: March 30, 2026

Subject: Second Intake Final Design and Engineering Services

From: Jaime Fleming – DWP Superintendent

CC: Aaron Vis – Director of Public Works

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended that City Council approve the proposal from Fishbeck for final design and engineering services for a second raw water intake for the Drinking Water Plant for the amount $483,000.00, plus a 5% contingency, for a total of $507,150.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The need for a second intake pipeline to provide increased reliability, security, and capacity for the Drinking Water Plant (DWP) and the communities it serves was first identified in 2001. A follow-up evaluation reaffirmed the recommendation in 2016 - and in 2017, City Council approved preliminary engineering and permitting services from Fishbeck (Res. 25708) for a second raw water intake for the DWP.

Fishbeck has completed the preliminary design work that was performed under the 2017 contract. A proposal was requested from Fishbeck to perform final engineering and design, continue the permitting process, and perform public outreach to the neighbors and other stakeholders. This final design phase is anticipated to take approximately 12 months to complete. The proposal does not include bid preparation or construction oversight; proposals for these items will be solicited when these services are needed.

The work will be conducted under an updated City contract for an amount of $483,000. Staff are requesting a 5% contingency be included, since significant unknowns exist in the permitting and site preparation components of this work. The total amount to complete these efforts is $507,150.00.

BUDGET IMPACT:

Adequate funds exist in the Water Fund capital outlay account 591-537-57300-986.444.

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: April 7, 2026.

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

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

Proposal means Professional's proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

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

None.

4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.
5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

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

Fishbeck

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

Date signed: March 20, 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 violation of the standards in this section.

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

7. Payment to Professional.

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

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

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

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

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

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

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

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

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

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

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

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

14. Professional Liability and Risk Allocation.

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

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

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

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

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

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

15. Insurance.

A. Professional shall provide the following insurance:

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

16. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

March 9, 2026

Jaime Fleming
Drinking Water Plant Superintendent
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Proposal for Professional Services
2nd Intake – Final Design

Fishbeck is pleased to offer our updated proposal to the City of Wyoming (City) for Final Design engineering services for the 2nd Intake Project.

Statement of Understanding

The City of Wyoming is constructing a 2nd Lake Michigan intake for water supply redundancy. The existing single intake represents a single point of failure that could significantly impact the water system if the intake was damaged or blocked for any reason. Fishbeck prepared a draft report entitled *Wyoming Water Intake Redundancy Benefits Analysis* in November 2017, which summarizes the advantages of a second intake and emphasizes the consequences of failure of the single intake. Fishbeck prepared a preliminary engineering study to analyze construction methods and costs of a second intake in a report titled *City of Wyoming Second Intake Project Planning Study* dated August 29, 2019.

The design intake capacity will be 200 million gallons per day (MGD) to supplement the existing rated intake capacity of 110 MGD. The project will include the following improvements as detailed in the previous study and Preliminary Design report (in progress):

- Approximately 4,400 lineal feet of 78-inch PCCP intake pipe.
- Two wooden intake cribs, each approximately 60 feet by 60 feet.
- Intake pipe inspection risers along the length of the intake pipe, number, and locations to be determined.
- Single HDPE chemical feed pipe for chlorination of intake cribs for zebra mussel control.
- Replacement of existing intake chlorination piping with single HDPE chemical feed pipe for zebra mussel control.
- New valve chamber adjacent to the existing Low Service Pump Station and connection to existing intake pipe.
- New junction chamber with 78-inch knife gate valves.
- Mechanical systems for the new valve and junction chambers to include sump/sump pumps.
- Electrical systems for the new valve and junction chambers to include lighting and power for actuators as applicable.
- Rip-rap revetment along the length of the property for shoreline protection.
- Nearshore temporary earth retention system (TERS) for open cut intake construction.
- TERS for construction of the new chambers and connecting piping. Dewatering system for nearshore construction below the water table.

The project will be locally funded by the City through a bond issuance. The opinion of probable cost developed during the study phase was updated in 2023 to $68M. For budgeting purposes and considering the rate of recent cost escalation since the original study was concluded, the City is currently planning for project costs of $80M.

Fishbeck originally submitted a proposal for design and construction phase services in 2016. After refinement of the scope, the City awarded the project to Fishbeck in 2017 for Study Phase, Geotechnical, Preliminary Design and Final Design. The project progressed through the Study, Geotechnical and Preliminary Design phases before being paused while the City focused on other capital improvements. This proposal will replace the previously submitted Final Design phase submitted in 2017, accounting for cost escalation and changes in the project scope since the original project was awarded. Fishbeck is in progress of completing the Preliminary Design after reengaging with the Geotechnical Consultant, dewatering and TERS contractors, and a pipe supplier. This proposal will replace the Final Design phase services previously awarded, including any unused fees as of the completion of Preliminary Design.

Scope of Services

Final Design

Final design will include the following tasks:

- Conduct 3D scanning of the existing LSPS.
- Retain the services of a geotechnical consultant to complete additional geotechnical services and provide updated recommendations for construction excavation, dewatering requirements, and footing/foundation design for new structural building elements and intake piping. The additional geotechnical services will include an expanded soils investigation consisting of Cone Penetration Testing (CPT) and use of Hydraulic Profiling Tool (HPT) soundings, which were not commonly available during the original investigation but will allow continuous, high-resolution profiling of soil behavior and relative permeability with depth. These additional methods are expected to better quantify thin zones of variable hydraulic conductivity relative to what was achievable using conventional test boring methods, thereby improving the dewatering design, and reducing construction phase risks. The target depth for the testing is 75 feet, subject to the depth to which the testing equipment can be extended into the ground before refusal.
- Update the building code review for building modifications to include structural, mechanical, and electrical code requirements. The code review will also verify local code requirements, such as zoning, setbacks, noise ordinances, fire protection (i.e., sprinkling and alarm systems), etc.
- Verify plan review requirements of the Authority Having Jurisdiction (AHJ).
- Conduct a Hazardous Material Inspection (HMI) for areas of the project involving renovation or demolition of existing structures.
- Attend well inspections of neighboring properties by the City's designated well drilling contractor (10 inspections assumed).
- Attend meetings with neighboring property owners to review anticipated construction and dewatering activities (2 meetings assumed).
- Determine electrical load requirements for the new equipment and evaluate the suitability of the existing LSPS service. Identify necessary electrical improvements to accommodate project improvements, including consideration for supplying power to the temporary dewatering pumps. Verify modifications needed to existing electrical distribution equipment and determine how/where new equipment will be connected. Identify new distribution equipment (e.g., panelboards, motor starters, etc.) that will need to be added to the existing system.

- Review standby power requirements (potentially provided via the water plant service) for the temporary dewatering system. Review with the City which loads need to operate under standby power, including runtime expectations.
- Evaluate supervisory control and data acquisition (SCADA) system needs. Identify improvements and prepare a control system configuration diagram indicating major control system components. Summarize new instrumentation and control equipment to incorporate controls and monitoring for new processes and equipment. Confirm the City's preferences regarding systems integrators, if any.
- Verify requirements with the City for sumps/sump pumps and discharge of water to Lake Michigan under the City's existing NPDES permit or to the existing septic system.
- Verify requirements with the City for permanent duct system to support temporary ventilation of the valve and junction chambers and include applicable systems in the design.
- Coordinate with the City on provisions for recovery/retrieval per NFPA 350 recommendations to be included in the design.
- Assist the City in identifying the necessary real estate easement purchase from the State of Michigan for the new intake cribs and piping.
- As of Preliminary Design, EGLE had indicated that it was not preferred for the City to pursue a Large Water Withdrawal Permit until such time that the LSPS capacity is increased. The City has expressed interest in pursuing this permit during Final Design. Fishbeck will assist the City in further evaluating Large Water Withdrawal permit eligibility and will support preparation and submittal of the required documentation if the City elects to proceed.
- Coordinate contractual requirements with the City specifically relating to bonding, insurance, liquidated damages, and dispute resolution.
- Prepare Divisions 00 and 01 front-end specifications to include the Standard General Conditions of the Construction Contract by the Engineers Joint Contract Documents Committee (EJCDC). These documents will identify contractual and administrative requirements.
- Prepare technical specifications following the current Construction Specification Institute (CSI) numbering format.
- Prepare final drawings in major subdivisions to include Civil, Demolition, Architectural, Structural, Process, Mechanical, Electrical, and Instrumentation, as applicable to the project. Drawings will indicate the general scope, extent, and character of the work to be furnished and performed by the contractor.
- Complete internal quality assurance/quality control (QA/QC) procedures. Incorporate applicable review comments into the documents.
- Submit 50% and 90% design documents for review by project stakeholders to include the City and EGLE as applicable. Attend a meeting with project stakeholders to review the design status and document review comments. Coordinate review comments and incorporate applicable comments into the bidding documents.
- Coordinate with the City for construction allowance for diver inspection of the marine installation to be included in the bid documents.
- Update the opinion of probable construction cost for the work reflecting 90% design documents.
- Assist the City in obtaining plan reviews from the Authority Having Jurisdiction (AHJ).
- Assist the City in obtaining regulatory permits from EGLE necessary to bid and construct the project. Permit applications will be submitted following completion of the design. Fishbeck will prepare the permit applications, coordinate review with the regulatory agency, and respond to their comments. The time to review and approve the permit is dependent on regulatory agency responsiveness, although keeping them informed regarding the design progress can facilitate a faster review of the final design submittal.
- Finalize design documents (specifications and drawings) for bidding.

Deliverables: final drawings, specifications, permit applications, updated opinion of probable construction cost

Assumptions

- During the October 9, 2025 pre-application meeting and subsequent letter dated November 5, 2025, EGLE confirmed that a permit is required under Part 325 (Great Lakes Submerged Lands) for the proposed intake and crib installation. EGLE also determined that permits are not required under Part 301 (Inland Lakes and Streams), Part 303 (Wetlands Protection), Part 323 (High Risk Erosion Areas), or Part 353 (Sand Dunes Protection) for the project as proposed. We will continue to coordinate with EGLE throughout the Final Design process to ensure that the permit determinations remain valid to the project.
- The City will provide property descriptions or other information necessary to determine the locations of property boundaries.
- The City will be responsible for locating buried utilities that cannot be located by MISS DIG, including site piping.
- No permanent heating or ventilation systems for the valve and junction chambers are required.
- No modifications to the existing sodium hypochlorite feed systems are to be included in the project.
- Telephone, internet, sound, alarm, security, voice/data, access control, network, and other specialty systems will be provided separately by the City. Services related to system design, work to be performed, or materials provided separately by system providers, are not included.
- Fishbeck will provide submittals for site plan review/permitting but assume that attendance at site plan review meetings is not required.
- The City will pay applicable permitting fees except for building permits, which will be obtained and paid for by the contractor.
- A single set of bidding documents (bid package) will be prepared for the purpose of obtaining contractor pricing (bids). A separate proposal for preparation of procurement documents for procurement of long lead materials can be provided separately, if needed.
- Our proposal assumes three meetings during design at the water plant for discussion of items related to the design and applicable reviews by project stakeholders and two meetings with neighboring property owners to review anticipated construction and dewatering activities.
- Our proposal assumes attendance of ten well inspections of neighboring properties by the City's designated well drilling contractor.
- The design schedule may be impacted by regulatory reviews.
- Bidding, construction administration, and construction observation services are not included in this proposal. Fishbeck will provide a separate, future proposal for bidding and construction phase services when the details of the project and construction schedule are better defined, i.e., near the end of the final design phase.

Schedule

Fishbeck is prepared to begin performing services for the project immediately upon authorization. We anticipate that the final design will be complete within 12 months of authorization.

Professional Services Fees

We propose to provide the scope of services for a lump sum fee of Four Hundred Eighty-Three Thousand Dollars ($483,000), including reimbursable expenses. The fee includes the fee proposed by the geotechnical subconsultant for final design phase engineering support and additional soils investigation. Fishbeck will identify, in writing, material changes and deviations from the proposal that result in additional services and provide associated cost impacts for approval by the City, if applicable.

Authorization

If you concur with our scope of services, provide notification to bphillips@fishbeck.com. It is assumed that a new agreement for professional services will need to be developed to replace the original agreement signed in 2017. Fishbeck can provide a draft agreement document for City review, if desired.

We appreciate the opportunity to continue to work with the City on this important project. If you have any questions or require additional information, please contact me at 616.464.3807 or bphillips@fishbeck.com.

Sincerely,



Brian Phillips, PE
Vice President



John Willemin, PE
Senior Vice President

By email

04/20/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO AWARD A BID FOR THE DRINKING WATER PLANT TRANSFER PUMPS 3 & 4 REPLACEMENT PROJECT

WHEREAS:

1. As detailed in the attached staff report, the City accepted bids for the Drinking Water Plant transfer pumps 3 & 4 replacement project.
2. It is recommended City Council accept the bid from Andy J. Egan Co. LLC in the total estimated amount of $856,791.00.
3. It is also recommended City Council approve a 10% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the bid from Andy J. Egan Co. LLC.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Recommendation Letter
Contract

CITY OF WYOMING | PUBLIC WORKS

Drinking Water Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: March 24, 2026

Subject: DWP Transfer Pumps 3 & 4 Replacement Project

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended that the City Council award the bid for the DWP Transfer Pumps 3 & 4 Replacement Project to Andy J. Egan Co., Inc. in the amount of $856,791.00 plus a 10% contingency for a total amount of $942,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant operates eleven transfer pumps that convey clean, potable water from the clearwells to ground storage tanks and high-service pumps. On November 19, 2025, the City Council approved a proposal from Fishbeck for engineering services to replace two 1964 transfer pumps and associated valves via Resolution No. 28569.

Following approval, Fishbeck collaborated with utility staff to develop specifications for the pump and valve replacement project. Bid documents were advertised on the City's website, and a pre-bid meeting was held on Tuesday, February 17, 2026. Bids from five contractors were publicly opened on March 10, 2026, and the results are summarized in the following tabulation.

All five bids were reviewed for completeness, and it was determined that the lowest responsive bid was submitted by Andy J. Egan Co., Inc. for $856,971.00. Northern Boiler initially appeared to be the low bidder with a submission of $726,600.00. However, during post-bid interviews, Northern Boiler confirmed that its pump supplier rescinded its quotation after the bid opening. Selecting an alternate pump supplier increased the bid by $189,358.00. In addition, sales tax of $33,150.00 was not included in their original proposal. After revisions, Northern Boiler's total bid increases made them the fourth-lowest bidder.

Fishbeck conducted interviews with Northern Boiler, Andy J. Egan Co., Inc., and Allied Mechanical Services to discuss their bids, proposed subcontractors, and overall project

approach. Based on those discussions and the revised ranking of Northern Boiler, Fishbeck recommended either Andy J. Egan Co., Inc. or Allied Mechanical Services for award of the project. Both contractors are qualified, understand the project scope, have successfully completed similar work, and indicated their willingness to enter into a contract for their stated bid price.

As the lowest bidder meeting specifications, it is recommended that the City Council award the bid for the DWP Transfer Pump 3 & 4 Replacement to Andy J. Egan Co., Inc. in the amount of $856,971.00, plus a 10% contingency, for a total amount of $942,000.00.

TABULATION:

	Andy J. Egan Co. Inc.	Allied Mechanical Services	Franklin Holwerda Company	Northern Boiler	Lee Industrial Contracting
Lump Sum Bid	$856,791.00	$889,800.00	$906,700.00	$726,600.00	$962,977.00
Pump Add				$189,358.00	
Subtotal	$856,791.00	$889,800.00	$906,700.00	$915,958.00	$962,977.00
Total Bid Price	$856,791.00	$889,800.00	$906,700.00	$915,958.00	$962,977.00

BUDGET IMPACT:

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

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

March 26, 2026
Project No. 2501875

Dan Kleinheksel
Utility Maintenance Manager
City of Wyoming
16700 New Holland Street
Holland, MI 49424

DWP Transfer Pump Nos. 3 and 4 Replacement – Bid Evaluation Letter

Fishbeck has completed its review of bids for the DWP Transfer Pump Nos. 3 and 4 Replacement project, which were received by the City of Wyoming (City) on March 10, 2026, at 11:00 a.m. A total of five responsive bids were received. The lowest responsive bid was submitted by Andy J. Egan Co., Inc. in the amount of $856,791.00, followed by Allied Mechanical Services with a bid of $889,800.00. The difference between these two bids is $32,829.00, or approximately 3.8 percent.

Northern Boiler initially submitted the apparent low bid of $726,600.00, which was $130,371.00 (approximately 15.2 percent) lower than the bid submitted by Andy J. Egan Co., Inc. However, during post-bid interviews, it was confirmed that the pump supplier upon which Northern Boiler based its bid rescinded its quotation after the bid opening. Northern Boiler indicated that selecting an alternate pump supplier resulted in an increase of $189,358.00 to their bid. Additionally, sales tax was not included in their original bid; the addition of $33,150.00 for sales tax results in a revised bid amount of $948,508.00. As revised, Northern Boiler is no longer the lowest bidder, but rather the fourth-lowest bidder for the project.

All five bids were reviewed for completeness. Fishbeck conducted telephone interviews with Northern Boiler, Andy J. Egan Co., Inc., and Allied Mechanical Services to discuss their bids, proposed subcontractors, and overall project approach. Based on these discussions, our evaluation, and the revised bid ranking of Northern Boiler, it is our opinion that the City consider either Andy J. Egan Co., Inc. or Allied Mechanical Services for award of the project. Both contractors are qualified to complete the work, demonstrated a clear understanding of the project scope, and have a history of successfully completing similar projects. Both contractors also indicated a willingness to execute a contract with the City and complete the work for their stated bid price.

The City reserves the right to reject any or all bids and to award the contract in the best interest of the project. Fishbeck recommends that the City budget a 10 percent construction contingency to address potential changes in project scope during construction. Upon receiving direction from the City regarding the successful bidder, Fishbeck will prepare a Notice of Award for execution by the City and will forward the Notice of Award, along with contract documents, to the successful contractor for signature and submission of required bond and insurance information. In preparation for City Council approval, the City Contract will be signed by the anticipated successful bidder prior to approval.

If you have any questions or require additional information, please contact me at 616.464.3807 or bdphillips@fishbeck.com.

Sincerely,



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

By email
Copy: Jaime Fleming – City of Wyoming
Tony Maslanka – City of Wyoming

DWP TRANSFER PUMP 3 & 4 REPLACEMENT 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: Andy J Egan Co. LLC
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2001 Waldorf St NW
[Contractor's street address]
Grand Rapids, MI, 49544
[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: April 7, 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

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor: Andy J Egan Co LLC

By: _____
[Signature officer, director, or principal of Contractor]
Chris Weaver, President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3/26, 2026

Andy J. Egan Co., Inc.

CITY OF WYOMING DWP TRANSFER PUMPS 3 & 4 REPLACEMENT

TRADE PARTNER PROPOSAL

March 10, 2026

Andy J. Egan is pleased to provide a proposal for the required material, labor and equipment to execute this scope. Feel free to contact us with any questions.

CITY OF WYOMING

DAN KLEINHEKSEL

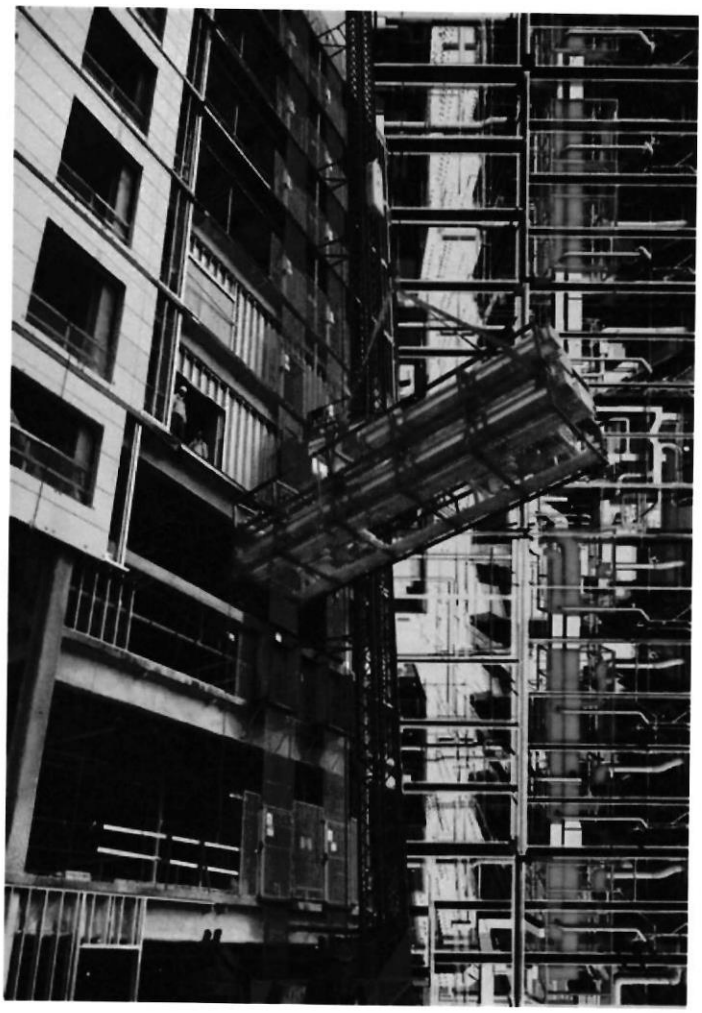
dan.kleinheksel@wyomingmi.gov

ANDY J. EGAN COMPANY

NEIL YOUNG

YOUNGN@ANDYEGAN.COM

616.581.9779



Andy J. Egan Co., Inc.

PROJECT OVERVIEW

SUMMARY

- Please see attached logs for documents considered within this proposal.

SCHEDULE

- Work Hours
  - Shift Work 7:00AM – 3:30PM M-F

GENERAL CONDITIONS

- Permits
- Insurance
- Sales & Use Tax
- Payment & Performance Bond
- As-Builts

SCOPE

GENERAL

- Commissioning
- Trash Removal
- Cleanup
- Scaffolding
- Painting/Coating

MECHANICAL PIPING

- Flushing & Testing
- Valve Tags & Pipe Labels
- Weld Testing

TRANSFER PUMP DISCHARGE

- A53 steel buttweld

AIR RELEASE VALVE

- 316 Stainless steel threaded

HEATING WATER

- A53 steel threaded

MECHANICAL EQUIPMENT

VERTICLE TURBINE PUMPS

- Peerless 24HH

Andy Egan Preconstruction
preconstruction@andyegan.com
616.791.9952

Andy J. Egan Co., Inc.

CHECK VALVE

- Val-Matic 7800 series

AIR RELEASE VALVE

- Val-Matic

EXCLUSIONS

- Concrete pad replacement or repair.
- Replace electrical wire. (Proposed as an alternate)

COST SUMMARY

BASE BID

- $856,791

ALTERNATES

- Replace entire Electrical wire – Add $14,000

VALUE ENGINEERING

- Use B&G pump – Deduct $182,197

TERMS & CONDITIONS

- Payment terms to be mutually agreed upon prior to execution of Subcontract
  - AJE assumes net 45 days
- Proposal validity: 90 days
  - Material pricing valid 1 day due to tariffs

Andy Egan Preconstruction
preconstruction@andyegan.com
616.791.9952

BID/PROPOSAL FORM CONTINUED

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

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

Addendum No.	Addendum Date
01	03/03/2026
02	03/04/2026

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

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

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

BASE BID PRICE:

eight hundred ~~forty~~ six thousand seven hundred Ninty one Dollars $ 856,791
(use words) (in figures)

TOTAL BID PRICE:

eight hundred Fifty six thousand seven hundred Ninty one Dollars $ 856,791
(use words) (in figures)

Reminder: All warranties must be included with bid/proposal

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

Andy J Egan Co,. LLC

Andy J Egan Co,. LLC
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Chris Weaver
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 3/9/2026

2001 Waldorf NW
[Proponent's street address]

616-791-9952
[Proponent's business phone]

Grand Rapids, MI 49544
[City] [State] [Zip]

616-791-9952
[Cell phone number(s) of person(s) signing for proponent]

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

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

04/20/26
Finance/LAJ

RESOLUTION NO._____

RESOLUTION FOR THE PURCHASE OF
MISCELLANEOUS REPAIR AND OPERATING (MRO) SUPPLIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of MRO supplies from HD Supply Facilities Maintenance, LTD using the GOVMVMT cooperative contract agreement through November 12, 2028.
2. It is estimated the City will spend approximately $50,000 on MRO supplies for the utility plants and public works.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of MRO supplies from HD Supply Facilities Maintenance, LTD.
2. City Council authorizes the City Manager to sigh the Letter of Participation.
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: April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Letter of Participation
Product Category Discounts

CITY OF WYOMING | PUBLIC WORKS

Drinking Water Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | wyomingmi.gov

STAFF REPORT

Date: March 11, 2026

Subject: Purchase of Miscellaneous Repair and Operating Supplies

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of miscellaneous repair and operating (MRO) supplies from HD Supply Facilities Maintenance, Ltd. through November 12, 2028, using the GOVMVMT cooperative contract agreement No. 24-6800, up to an estimated $50,000.00 annually.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Various MRO supplies, including items such as janitorial supplies, electrical supplies, laboratory consumables, and safety items are essential for daily operations at the utility plants and various City facilities. To ensure compliance with City purchasing policies and to maximize cost savings, it is recommended to utilize the GOVMVMT cooperative contract agreement No. 24-6800. This agreement provides access to competitive, volume-discount pricing through HD Supply.

HD Supply is a leading distributor of water, wastewater and facility supplies, offering an extensive online inventory. They are known for excellent customer service, reliable product support, free shipping, and next-day delivery on most orders, making them an efficient and cost-effective supplier.

Leveraging the GOVMVMT cooperative contract ensures significant discounts on a wide range of MRO supplies which supports the stewardship of resources and fiscal responsibility. Additionally, HD Supply's timely delivery helps to ensure uninterrupted plant operation.

BUDGET IMPACT:

Annual expenditure is estimated at $50,000.00. Adequate funds exist in various utility plant accounts including 591-537-55300-775.000 and 590-536-54300-775.000, as well as appropriate facility maintenance supply accounts.

HD Supply Facilities Maintenance, Ltd.
Product Category Discounts

Category	Description	Sub-category	Fixed Discount Off List Price
Category 1	**Appliances**		
		Range Hoods	20.0%
		Range Hood Filters	20.0%
		Oven Repair	20.0%
		Microwave Repair	20.0%
		Refrigerator Repair	15.0%
		Washer & Dryer Repair	15.0%
		Dishwasher Repair	15.0%
		Gas Supply Lines & Fittings	15.0%
		Thermometers	10.0%
		Ice Machine Repair	10.0%
		Microwaves	10.0%
		Refrigerators	5.0%
		Ovens	5.0%
		Ice Machines	5.0%
		Dishwashers & other Appliances	5.0%
		Laundry	5.0%
		Compact Appliances	5.0%
Category 2	**Electrical**		
		Batteries	20.0%
		Flashlights	20.0%
		Surge Protection	15.0%
		Wiring Devices	15.0%
		Time Switches	15.0%
		Carbon Monoxide Alarms	15.0%
		Wiring Devices - Receptacles	15.0%
		Conduit&Weatherprf/Eltcl Boxes	15.0%
		Telephone & Video Repair	15.0%
		Door Chimes & Intercoms	15.0%
		Wall Plates	15.0%
		Plug & Connectors	15.0%
		Wiring Devices - GFCIs	15.0%
		Power Cords & Connectors	15.0%
		Smoke Alarms & Fire Safety	15.0%
		Lighting Controls	15.0%
		Security & Surveillance	10.0%
		Building Wire	10.0%
		Audio/Video Accessories	10.0%
		Circuit Breakers & Fuses	10.0%
		Wiring Supplies	10.0%
		Electrical Tools & Meters	10.0%
		Cameras	5.0%
		Electrical - Unclassified	5.0%
		Fire Extinguishers & Cabinets	5.0%
		Clearance - Electrical	0.0%

HD Supply Facilities Maintenance, Ltd.
Product Category Discounts

Category	Description	Sub-category	Fixed Discount Off List Price
Category 3	**Ground Maintenance/Landscaping**		
		Garden Hoses & Nozzles	10.0%
		Pest Control	10.0%
		Sprinkler Valves & Accessories	10.0%
		Fireplace	10.0%
		Petwaste	10.0%
		Floor Mats	10.0%
		Pool Equipment	10.0%
		Benches & Picnic Tables	5.0%
		Playgrounds	5.0%
		Pool Chemicals	5.0%
		Bike Racks	5.0%
		Pool&Patio Furniture	5.0%
		Outdoor Equipment	5.0%
		Grounds - Unclassified	5.0%
		Sprinkler Heads, Nozzles &Accs	5.0%
		Grounds Amenities	5.0%
		Barbecues	5.0%
		Ice Melt	5.0%
Category 4	**Hardware**		
		Weatherization & Thresholds	20.0%
		Flooring Tools	15.0%
		Screen Doors, Frame & Wire	15.0%
		Mailboxes & Accessories	15.0%
		Door Security Hardware	15.0%
		Door & Wall Protection	15.0%
		Wardrobe Hardware	15.0%
		Floor Prep & Adhesive	15.0%
		Cabinet & Drawer Hardware	15.0%
		Commercial Door Hardware	10.0%
		Fasteners	10.0%
		Door Hinges & Closers	10.0%
		Gate & Garage Door Hardware	10.0%
		Sliding Patio Door Hardware	10.0%
		Laminate Flooring	10.0%
		Window Hardware	10.0%
		Commercial Locksets	10.0%
		Residential Locksets	10.0%
		Floor Tile	10.0%
		Carpet	5.0%
		Ceiling Tile	5.0%
		Electronic Locks & Safes	5.0%
		Hardware - Unclassified	5.0%
		Storm Door	5.0%
		Fabricated Hinges	0.0%

HD Supply Facilities Maintenance, Ltd.
Product Category Discounts

Category	Description	Sub-category	Fixed Discount Off List Price
Category 5	**HVAC**		
		Exhaust Fans	15.0%
		Air Filtration	15.0%
		Compressors & Fittings	10.0%
		Tools & Supplies	10.0%
		Thermostats & Temperature Ctrl	10.0%
		Heaters	10.0%
		Ventilation	10.0%
		Window & Portable Air Cndtner	10.0%
		Repair Parts	10.0%
		Indoor Air Quality (IAQ)	10.0%
		HVAC - Unclassified	5.0%
		Air Handlers, Furnaces & Coils	5.0%
		Hydronic Prd Controls & Gauges	5.0%
		Motors & Fan Blades	5.0%
		Thru-The-Wall Condensers	5.0%
		PTAC & Ductless (Mini Splits)	5.0%
		Wall Air Conditioners	5.0%
		Refrigerants & Compressed Gas	5.0%
		Condensing Units	5.0%
		Circulator Pumps	5.0%
		Clearance - HVAC	0.0%
		Warranty/OEM Parts	0.0%
Category 6	**Janitorial/Cleaning**		
		Cleaning Chemicals	20.0%
		Paper Product	20.0%
		Trash Liners	20.0%
		Personal Care	15.0%
		Hand Sanitizer	15.0%
		Cleaning Tools	15.0%
		Hand Soap & Cleansers	15.0%
		Cleaning Supplies	10.0%
		Waste Receptacles And Liners	10.0%
		Safety & Sundries	5.0%
		Brooms & Brushes	5.0%
		Paper Products - AbilityOne	5.0%
		Janitorial/Cleaning - Unclsfd	5.0%
		Floor Care	5.0%
		Odor Control	5.0%
		Paint & Tape	5.0%
		Cleaning Equipment	5.0%
		Dillution Systems	0.0%
Category 7	**Lighting, Lamps and Ballasts**		
		Indoor Flushmounts	20.0%
		Fluorescent Tubes	20.0%

HD Supply Facilities Maintenance, Ltd.
Product Category Discounts

Category	Description	Sub-category	Fixed Discount Off List Price
	Lighting, Lamps and Ballasts	Recycling Kits	20.0%
		Fluorescent Bulbs	20.0%
		Ceiling Fans	15.0%
		LED Fixtures	15.0%
		Ceiling Fan Parts	15.0%
		Special Order	15.0%
		Outdoor Decorative Wall Fxtrs	10.0%
		Outdr Decorative Ceiling Fxtrs	10.0%
		Ballasts & Starters	10.0%
		Incan A-Bulbs	10.0%
		Halogen MR Bulbs	10.0%
		Incan BR Bulbs	10.0%
		Replacement Lenses & Repair	10.0%
		Incan Decorative Bulbs	10.0%
		Indoor Vanity & Wall Fixtures	10.0%
		Incan Special Application	10.0%
		Hospitality Lamps & Shades	10.0%
		Indoor Chandeliers & Pendants	10.0%
		Metal Hal&Sodium Pressure Bulb	10.0%
		Indoor Commercial Fixtures	10.0%
		Outdoor Security Lighting	10.0%
		Emergency & Exit Lighting	10.0%
		Halogen PAR Bulbs	10.0%
		LED Decorative Bulbs	5.0%
		LED MR Bulbs	5.0%
		LED HID Bulbs	5.0%
		LED Special Application	5.0%
		LED PAR Bulbs	5.0%
		LED Tubes & Pin Based	5.0%
		LED A-Bulbs	5.0%
		LED BR Bulbs	5.0%
		Indoor Recessed Lighting	5.0%
		Indoor Track Lighting	5.0%
Category 8	**Paint and Sundries**		
		Caulking	15.0%
		Interior Surface Repair	15.0%
		Spray Paint	10.0%
		Paint Application	10.0%
		Tapes & Adhesives	10.0%
		Exterior Surface Repair	5.0%
		Paint/Sundries - Unclassified	5.0%
		Primers	5.0%
		Custom Paint	5.0%
		Custom MFG Paint	5.0%
		Paint	5.0%

HD Supply Facilities Maintenance, Ltd.
Product Category Discounts

Category	Description	Sub-category	Fixed Discount Off List Price
Category 9	**Plumbing**		
		Toilet Seats	20.0%
		Sink Repair	20.0%
		Water Supply & Fittings	15.0%
		Metal & Plastic Tubular	10.0%
		Public Washroom	10.0%
		Toilets	10.0%
		Tub Waste and Drain Repair	10.0%
		Pipe Repair & Weatherization	10.0%
		Toilet & Tank Repair	10.0%
		Shower Doors, Tubs &Enclosures	10.0%
		Water Heaters	5.0%
		Water Filtration	5.0%
		Water Coolers & Bubblers	5.0%
		Bathing Units/Supplies &Repair	5.0%
		Water Heater Repair	5.0%
		Disposers & Repair	5.0%
		Bathing & Toileting	5.0%
		Kitchen/Bath - Unclassified	5.0%
		Pumps & Regulators	5.0%
		Clearance - Kitchen & Bath	0.0%
Category 10	**Safety Products**		
		Hand Protection	20.0%
		Respiratory Protection	15.0%
		Eye Protection	15.0%
		Hearing Protection	15.0%
		Safety Storage	10.0%
		First Aid	10.0%
		Respiratory Aid	10.0%
		Safety Training Materials	10.0%
		Safety Apparel	10.0%
		Spill Control & Containment	10.0%
		Color Page - Safety & Signage	10.0%
		Biohazard Containment	10.0%
		Lockout Tagout	10.0%
		Patient Care	10.0%
		Recliners & Accessories	5.0%
		Wheelchairs & Walkers	5.0%
		Traffic Safety	5.0%
		Fall Protection	5.0%
		Defibrillators	5.0%
		Incontinent Care	5.0%
		Therapy & Fitness	5.0%
		Lifts & Slings	5.0%
		Wheelchair Cushions & Accs.	5.0%

HD Supply Facilities Maintenance, Ltd.
Product Category Discounts

Category	Description	Sub-category	Fixed Discount Off List Price
	Safety Products	Safety Products - Unclassified	5.0%
		Resident Monitoring/Fall Prev.	5.0%
		Diagnostic	5.0%
Category 11	**Tools, Hand-held/Power**		
		Storage	15.0%
		Power Tool Accessories	10.0%
		Wheels & Casters	10.0%
		Hand Tools	10.0%
		Special Order	10.0%
		Lubricants	10.0%
		Plumbing Hand Tools	10.0%
		Carts & Trucks	10.0%
		Ladders & Ladder Acc.	5.0%
		Power Tools	5.0%
		Utility Vehicle & Accessories	5.0%
		Shop Tools	5.0%
		Drain Cleaning Equipment	5.0%
		Power Equipment	5.0%
Category 12	**Miscellaneous**		
		Trash Receptacles & Liners	20.0%
		1" Deluxe Vinyl Mini Blinds	20.0%
		Vinyl Mini Blinds	20.0%
		1” Deluxe Cordless	20.0%
		Standard Vertical Blinds	20.0%
		Aluminum Cordless	20.0%
		Vinyl Cordless	20.0%
		Aluminum Mini Blinds	20.0%
		Cordless Blinds	20.0%
		Bathroom Vanities	15.0%
		Medicine Cabinets	15.0%
		Wheelchair Repair Parts	15.0%
		Faux Wood Cordless	15.0%
		Bathroom Grab Bars & Safety	15.0%
		Handsoaps & Dispensers	15.0%
		2" Deluxe Vinyl Mini Blinds	15.0%
		Backsplash	15.0%
		Window Covering Accessories	15.0%
		Faux Wood Blinds	15.0%
		Window Shades & Rods	15.0%
		Respiratory Aid	10.0%
		Laundry Carts	10.0%
		Sinks	10.0%
		Biohazard Containment	10.0%
		Patient Care	10.0%
		Aerators	10.0%

HD Supply Facilities Maintenance, Ltd.
Product Category Discounts

Category	Description	Sub-category	Fixed Discount Off List Price
	Miscellaneous	Shower Trim Kits & Tub Spouts	10.0%
		Deluxe Vertical Blinds	10.0%
		Bathroom Decorative Hardware	10.0%
		Faucet & Sink Repair Parts	10.0%
		Moldings	10.0%
		Floor Mats	10.0%
		Privacy Curtains & Hardware	10.0%
		Food &Beverage Eqpmt &Supplies	10.0%
		Safety Training Materials	10.0%
		Guest Room Printed Supplies	10.0%
		Showerheads & Accessories	10.0%
		Guest Room Supplies	10.0%
		Slab Doors	10.0%
		Housekeeping Carts & Accs.	10.0%
		Bathroom Faucets	10.0%
		Kitchen & Bar Faucets	10.0%
		Kitchen Cabinets	10.0%
		Shelving & Storage	5.0%
		Paper	5.0%
		Towels	5.0%
		Apparel	5.0%
		Raw Materials	5.0%
		Artwork, Clocks & Mirrors	5.0%
		Speciality Faucets	5.0%
		Fitness Equipment	5.0%
		Wheelchair Ramps	5.0%
		Flags & Flagpoles	5.0%
		Pillows And Protectors	5.0%
		ADA Communications	5.0%
		Defibrillators	5.0%
		Blankets	5.0%
		Drinkware	5.0%
		Forms	5.0%
		Table Line	5.0%
		Funeral	5.0%
		Bath Robes Bath Rugs& Slippers	5.0%
		General Office Supplies	5.0%
		Commercial Faucets&Accessories	5.0%
		Gifts	5.0%
		Bed Repair Parts	5.0%
		Greeting Cards	5.0%
		Pre-hung Int. Doors	5.0%
		Guest Kitchen Appliances	5.0%
		Resident Monitoring/Fall Prev.	5.0%
		Guest Room Appliances	5.0%

HD Supply Facilities Maintenance, Ltd.
Product Category Discounts

Category	Description	Sub-category	Fixed Discount Off List Price
	Miscellaneous	Bellman's Carts & Accessories	5.0%
		Brand Standards Linen	5.0%
		Shower Curtains & Liners	5.0%
		Bypass Doors	5.0%
		Events	5.0%
		GuestRoom Case Goods&Furniture	5.0%
		Banners	5.0%
		Hampers & Accessories	5.0%
		Therapy & Fitness	5.0%
		Audio/Video Equipment	5.0%
		Banquet Furniture	5.0%
		Healthcare Beds	5.0%
		Violations	5.0%
		Healthcare Furniture	5.0%
		Wheelchairs & Walkers	5.0%
		Baby Cribs and Supplies	5.0%
		Nurse Call & Audio/Video Eqpmt	5.0%
		Healthcare Scales	5.0%
		Parking Permits	5.0%
		A-Frame Signs	5.0%
		Personal Care Amenities	5.0%
		Yard Signs	5.0%
		Pool Permits	5.0%
		Hospitality Supply - Unclsfd	5.0%
		Crowd Management	5.0%
		Cabinet/Window Cover - Unclsfd	5.0%
		Recliners & Accessories	5.0%
		Incontinent Care	5.0%
		Resident Room Furniture	5.0%
		Indoor Banners	5.0%
		Safety Signs	5.0%
		Ink/Toner	5.0%
		Sheets	5.0%
		Interior Signs	5.0%
		Shower & Tub Repair Parts	5.0%
		Key Tags	5.0%
		Diagnostic	5.0%
		Carts & Receptacles	5.0%
		Sign Post	5.0%
		Aids to Daily Living	5.0%
		Exterior Doors	5.0%
		Labels	5.0%
		Specialty Signs	5.0%
		Clearance	5.0%
		Stationery	5.0%

HD Supply Facilities Maintenance, Ltd.
Product Category Discounts

Category	Description	Sub-category	Fixed Discount Off List Price
	Miscellaneous	Lift Repair	5.0%
		Telephones & Accessories	5.0%
		Lifts & Slings	5.0%
		Top Of Bed	5.0%
		Lobby Supplies	5.0%
		Traffic Signs	5.0%
		Logo Personal Care Amenities	5.0%
		Two-Way Comm.	5.0%
		Mattress Pads Covers Toppers	5.0%
		Exterior Signs	5.0%
		Balloons	5.0%
		Wheelchair Cushions & Accs.	5.0%
		Message Boards	5.0%
		Fall Protection	5.0%
		Millwork - Unclassified	5.0%
		Bi-Fold	5.0%
		Mobility Aids & Repair Parts	5.0%
		Holiday	5.0%
		Hospitality Beds	5.0%
		Healthcare Office	5.0%
		Fab-Interior Slab Bypass Doors	0.0%
		Fab - Kitchen Cabinets	0.0%
		Countertops	0.0%
		Hardware	0.0%
		Fab-5/8" TF Cabint Doors&Frnts	0.0%
		Haul Away Appliances	0.0%
		Bypass Doors Fabrication	0.0%
		Fab - Countertops	0.0%
		Mirror/Glass Fabrication	0.0%

Pricing Summary

HD Supply is pleased to offer a competitive pricing package to GovMVMT. This proposal includes line-item discounts on the majority of our product offering (details on the following pages) as well as a tiered rebate incentive program offered to Participating Public Agencies based on their annual spend. The tiered rebate program offered is noted below.

If annual net purchases are...		*...the rebate paid on net purchases will be...*	
Over...	*but not over...*	*will be...*	*of the amount over...*
$ 500,000	$ 999,999	1.00%	$0
$ 1,000,000	$ 1,999,999	1.50%	$0
$ 2,000,000	NA	2.00%	$0

The rebate will be calculated at the Agency level based on its properties or facilities within its account hierarchy in HD Supply's database. At HD Supply's discretion, rebates will only be available to purchasers and will not include group purchasing organizations or similar entities.

The rebate percentages apply only to net purchases above the noted thresholds. Net purchases are defined as invoiced product purchases less returns, other discounted items, and invoices that are 90+ days beyond terms from all customer properties. The rebate is paid annually based on HD Supply's fiscal calendar, which typically begins in February. Rebate payments are accompanied by a detailed report showing the purchases by property and region established in our database. Any invoices that are 90+ days beyond terms at the time of the incentive calculation and payment may be excluded from the incentive payments or discounts.

In addition, HD Supply offers customers online training courses free of charge. Outside of these courses, other training opportunities are offered and will be priced based on the customer's defined training course needed at the time.

LETTER OF PARTICIPATION

DATE: _____

COOPERATIVE PURCHASING ORGANIZATION: GOVMVMT _____ ("Cooperative")

CONTRACT DESCRIPTION:
Agreement Name: (MRO) Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Products and Services
Agreement Number: 24-6800
Lead Agency: Cobb County, GA
Products: Water & Waste Water Products

SUPPLIER: HD SUPPLY FACILITIES MAINTENANCE, LTD. [D/B/A USABLUEBOOK]

PARTICIPATING PUBLIC AGENCY: _____ ("Agency")

Effective as of the date set forth above, the undersigned Agency hereby affirms that it is currently registered with the Cooperative and eligible to participate under the Contract by and between Supplier and Lead Agency as administered by the Cooperative. Supplier has agreed to provide certain Products to eligible Cooperative participants under the terms and conditions set forth in the Contract. Agency agrees to purchase Products from the Supplier according to the terms and conditions of the Contract.

Participation in the Contract will be effective on the date noted above and will run coterminous with the Contract, including any extensions thereof, until such time as Supplier receives written revocation from Agency.

Agency agrees that upon signing this Letter of Participation, Agency is bound by the terms and conditions of the Contract, and the Contract supersedes all previous communications, representations, understandings, and agreements, either oral or written, with respect to said specific matters. The Contract shall exclusively govern the purchases of Products by Agency that occur during the term of the Contract.

AGENCY

Signature: _____

Name: _____

Title: _____

Approved as to form:

_____

Greg Stremers, City Attorney

Upon signature, please send a copy by email to HD Supply Facilities Maintenance, Ltd.:

Email: _____ **Attn**: _____

04/20/26
Finance/LAJ

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
Stainless Steel Clamp Couplings	Core and Main, LP & Etna Supply	Bid prices as shown in the attached staff report.
Gate Valves	Core and Main, LP, Etna Supply, & Ferguson Enterprises LLC dba Ferguson Waterworks	Bid prices as shown in the attached staff report.
Brass Water Service and Meter Installation Materials & Water Meter Mountings	Core and Main, LP, Etna Supply, & Ferguson Enterprises LLC dba Ferguson Waterworks	Bid prices as shown in the attached tabulation sheet.
Heating Boiler Replacements Project	Correct Mechanical Services, Inc.	$169,000.00
Uniform Clothing, Cold Weather Gear, & Service Award Items	Unifirst Corporation & Action Industrial Supply	Bid prices as shown in the attached staff report.
Power Distribution Units	Rehmann Technology Solutions, Inc.	$12,630.00

2. City Council authorizes a contingency in the amount of $13,000.00 for the heating boiler replacements project.
3. City Council authorizes the City Manager to sign the contracts.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: April 20, 2026.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Tabulation Sheet
Contracts

Resolution No._____

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

STAFF REPORT

Date: March 31, 2026

Subject: Bid Award for Stainless Steel Clamp Couplings

From: Jodie Theis, Public Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: April 20, 2026

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for stainless steel clamp couplings to Core and Main and Etna Supply Company at the unit prices shown on the bid tabulation. It is also recommended that the City Council authorize the City Manager to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On March 24, 2026, the City received four bids for stainless steel clamp couplings. One hundred and three invitations to bid were sent to prospective bidders. Core and Main was the low bidder. Due to supply chain issues, manufacturer lead times, and part availability, it is in the best interest of the City to also award the bid to Etna Supply Company.

The Public Works Department utilizes stainless steel clamp couplings to repair damaged water mains and sewers throughout the City. Sewer main and water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement.

The Public Works Department is anticipating a yearly total of approximately $10,000 for stainless steel clamp couplings. The total price based on estimated quantities is an increase of 5% from last year's total price.

TABULATION:

CITY OF WYOMING

TABULATION OF BIDS
FOR STAINLESS STEEL CLAMP COUPLINGS - BID # 2332

OPENED BY THE CITY CLERK ON MARCH 24, 2026 AT 11:00 A.M. O'CLOCK

Est. Qty.	Nom. Size (inches)	O.D. Range (inches)	Width (inches)	Weight (Pounds)	Core and Main		Etna Supply Company		Ferguson Enterprises		Michigan Pipe & Valve	
					Unit Price	(based on est. qty.)	Unit Price	(based on est. qty.)	Unit Price	(based on est. qty.)	Unit Price	(based on est. qty.)
2	4	4.74-5.14	12	10.5	$80.00	$160.00	$80.95	$161.90	$92.00	$184.00	$92.66	$185.32
10	6	6.84-7.24	8		$61.00	$610.00	$83.25	$832.50	$71.00	$710.00	$95.25	$952.50
30	6	6.84-7.24	12	12.2	$98.00	$2,940.00	$98.55	$2,956.50	$103.00	$3,090.00	$112.85	$3,385.50
6	6	6.84-7.24 With 1" tap	12	12.2	$120.00	$720.00	$120.95	$725.70	$120.00	$720.00	$138.45	$830.70
4	6	6.84-7.24 With 1.5" tap	12	12.2	$128.00	$512.00	$138.35	$553.40	$142.00	$568.00	$147.00	$588.00
4	6	6.84-7.24 With 2" tap	12	12.2	$135.00	$540.00	$135.50	$542.00	$146.00	$584.00	$155.11	$620.44
6	6	6.84-7.24	15	14.6	$108.00	$648.00	$108.55	$651.30	$119.00	$714.00	$124.25	$745.50
15	8	8.99-9.39	12	14.5	$114.00	$1,710.00	$114.85	$1,722.75	$123.00	$1,845.00	$131.50	$1,972.50
4	8	8.99-9.39 With 1" tap	12	14.5	$136.00	$544.00	$137.25	$549.00	$151.00	$604.00	$157.11	$628.44
4	8	8.99-9.39 With 1.5" tap	12	14.5	$144.00	$576.00	$144.70	$578.80	$154.00	$616.00	$165.64	$662.56
4	8	8.99-9.39 With 2" tap	12	14.5	$155.00	$620.00	$151.80	$607.20	$157.00	$628.00	$173.75	$695.00
2	8	8.99-9.39	20	23.2	$190.00	$380.00	$191.60	$383.20	$189.00	$378.00	$219.33	$438.66
2	10	11.04-11.44	12	16.5	$145.00	$290.00	$146.55	$293.10	$158.00	$316.00	$167.73	$335.46
2	10	11.04-11.44 With 1" tap	12	16.5	$168.00	$336.00	$168.90	$337.80	$173.00	$346.00	$193.34	$386.68
2	10	11.04-11.44 With 1.5" tap	12	16.5	$175.00	$350.00	$176.35	$352.70	$202.00	$404.00	$201.88	$403.76
2	10	11.04-11.44 With 2" tap	12	16.5	$182.00	$364.00	$183.45	$366.90	$203.00	$406.00	$210.00	$420.00
2	12	13.10-13.50	12	18.7	$176.00	$352.00	$177.40	$354.80	$169.00	$338.00	$203.09	$406.18
2	12	13.10-13.50 With 1" tap	12	18.7	$198.00	$396.00	$199.80	$399.60	$212.00	$424.00	$228.70	$457.40
2	12	13.10-13.50 With 1.5" tap	12	18.7	$206.00	$412.00	$207.25	$414.50	$220.00	$440.00	$237.25	$474.50
2	12	13.10-13.50 With 2" tap	12	18.7	$213.00	$426.00	$214.35	$428.70	$237.00	$474.00	$245.34	$490.68
2	6	With 1" tap	20		$191.00	$382.00	$192.90	$385.80	$210.00	$420.00	$220.78	$441.56
2	6	With 1.5" tap	20		$197.00	$394.00	$221.45	$442.90	$218.00	$436.00	$229.31	$458.62
2	6	With 2" tap	20		$206.00	$412.00	$207.40	$414.80	$236.00	$472.00	$237.44	$474.88
2	8	With 1" tap	20		$212.00	$424.00	$214.00	$428.00	$225.00	$450.00	$244.94	$489.88
2	8	With 1.5" tap	20		$220.00	$440.00	$221.45	$442.90	$242.00	$484.00	$253.47	$506.94
2	8	With 2" tap	20		$227.00	$454.00	$228.55	$457.10	$246.00	$492.00	$261.60	$523.20
2	12	With 1" tap	20		$296.00	$592.00	$298.15	$596.30	$293.00	$586.00	$341.27	$682.54
2	12	With 1.5" tap	20		$301.00	$602.00	$303.45	$606.90	$301.00	$602.00	$341.27	$682.54
2	12	With 2" tap	20		$310.00	$620.00	$312.70	$625.40	$309.00	$618.00	$357.90	$715.80
0	16	17.15-18.35	20		$641.00	$0.00	$646.00	$0.00	$550.00	$0.00	$740.27	$0.00
Total					**$17,206.00**		**$17,612.45**		**$18,349.00**		**$20,055.74**	
Brand of clamps bid					Smith Blair 261, 263 and 264		Smith Blair		Ford FS1 & Ford FS3		Smith Blair 261, 263 and 264	
State Number of Days Required For Deliveries					2-14 Days		7-14 Days (If in stock)		1-7 Days, varies by size and subject to manufacturer lead times		7-14 Days	
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?					Yes		Yes		Yes		Yes	

BUDGET IMPACT:

Sufficient funds are available in the appropriate water and sewer accounts.

Attachment(s):
Contracts – Core and Main
Contracts –Etna Supply Company

CITY OF WYOMING

STAINLESS STEEL CLAMP COUPLINGS 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: Core and Main, LP
[Name of supplying entity]

A Florida Limited Partnership
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]

1219 142nd Ave
[Supplier's street address]

Wayland, MI 49348
[Supplier's city, state & zip]

Effective Date means: March 11, 2026

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20____

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

Contractor: Core and Main, LP

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

Thomas Fisher District Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3-11, 2026

REQUEST FOR BIDS/PROPOSALS

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

STAINLESS STEEL CLAMP COUPLINGS

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 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 Stainless Steel Clamp Couplings."

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.

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 love-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 1 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. Waver 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.

Stainless Steel Clamp Couplings Specifications

1. Stainless steel clamp couplings shall be Smith-Blair brand, or pre-approved equal.
   - A. Band: Type 304 stainless steel
   - B. Lugs: Type 304 stainless steel
   - C. Keeper Bar: Type 304 stainless steel
   - D. Bridge Plate: Stainless steel recessed flush and bonded to gasket
   - E. Stud Bolts: Type 304 stainless steel – Teflon coated to prevent galling
   - F. Nuts: Type 304 stainless steel – Teflon coated to prevent galling
   - G. Gasket: Grade 60
   - H. Compounded to resist oils, acids, alkalis, most (aliphatic)hydrocarbon fluids, water and many other chemicals
2. Orders for stainless steel clamp couplings shall be placed against the contract purchase order by the City on an “as needed” basis throughout the coming year.

BID/PROPOSAL FORM

FOR STAINLESS STEEL CLAMP COUPLINGS

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?	X	
If yes, DUNS #: 62 756 4026		

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):		X

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

Is the bidder a:	YES	NO
Woman Owned Company?		X
Minority Owned Company?		X

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

Core and Main, LP

BID/PROPOSAL FORM, CONTINUED

All bid prices submitted are to be firm for orders placed within one year from date of award of bid and shall include all delivery charges or other fees, as applicable. State bid price as per the specifications herein:

Proponent's Complete Business Name: Core and Main, LP

Smith Blair, Model 261 Full Circle® or **pre-approved** equal, clamp couplings, stainless steel single band:

Est. Quantity	Nom. Size Inches	O.D. Range In Inches	Width In Inches	Weight In Pounds	Additional Information	Brand	Unit Price	Total Price for Est. Quantity
2	4	4.74-5.14	12	10.5		Smith Blair	$80.00	$160.00
10	6	6.84-7.24	8			Smith Blair	$61.00	$610.00
30	6	6.84-7.24	12	12.2		Smith Blair	$98.00	$2940.00
6	6	6.84-7.24	12	12.2	With 1" tap	Smith Blair	$120.00	$72.00
4	6	6.84-7.24	12	12.2	With 1.5" tap	Smith Blair	$128.00	$512.00
4	6	6.84-7.24	12	12.2	With 2" tap	Smith Blair	$135.00	$540.00
6	6	6.84-7.24	15	14.6		Smith Blair	$108.00	$648.00
15	8	8.99-9.39	12	14.5		Smith Blair	$114.00	$1710.00
4	8	8.99-9.39	12	14.5	With 1" tap	Smith Blair	$136.00	$544.00
4	8	8.99-9.39	12	14.5	With 1.5" tap	Smith Blair	$144.00	$576.00

Proponent's Complete Business Name: Core and Main, LP

Smith Blair, Model 261 Full Circle® or **pre-approved** equal, clamp couplings, stainless steel single band:								
Est. Quantity	Nom. Size Inches	O.D. Range In Inches	Width In Inches	Weight In Pounds	Additional Information	Brand	Unit Price	Total Price for Est. Quantity
4	8	8.99-9.39	12	14.5	With 2" tap	Smith Blair	$155.00	$620.00
2	8	8.99-9.39	20	23.2		Smith Blair	$190.00	$380.00
2	10	11.04-11.44	12	16.5		Smith Blair	$145.00	$290.00
2	10	11.04-11.44	12	16.5	With 1" tap	Smith Blair	$168.00	$336.00
2	10	11.04-11.44	12	16.5	With 1.5" tap	Smith Blair	$175.00	$350.00
2	10	11.04-11.44	12	16.5	With 2" tap	Smith Blair	$182.00	$364.00
2	12	13.10-13.50	12	18.7		Smith Blair	$176.00	$352.00
2	12	13.10-13.50	12	18.7	With 1" tap	Smith Blair	$198.00	$396.00
2	12	13.10-13.50	12	18.7	With 1.5" tap	Smith Blair	$206.00	$412.00
2	12	13.10-13.50	12	18.7	With 2" tap	Smith Blair	$213.00	$426.00
2	6		20		With 1" tap	Smith Blair	$191.00	$382.00
2	6		20		With 1.5" tap	Smith Blair	$197.00	$394.00

Proponent's Complete Business Name: Core and Main, LP

Smith Blair, Model 261 Full Circle® or **pre-approved** equal, clamp couplings, stainless steel single band:

Est. Quantity	Nom. Size Inches	O.D. Range In Inches	Width In Inches	Weight In Pounds	Additional Information	Brand	Unit Price	Total Price for Est. Quantity
2	6		20		With 2" tap	Smith Blair	$206.00	$412.00
2	8		20		With 1" tap	Smith Blair	$212.00	$424.00
2	8		20		With 1.5" tap	Smith Blair	$220.00	$440.00
2	8		20		With 2" tap	Smith Blair	$227.00	$454.00
2	12		20		With 1" tap	Smith Blair	$296.00	$592.00
2	12		20		With 1.5" tap	Smith Blair	$301.00	$602.00
2	12		20		With 2" tap	Smith Blair	$310.00	$620.00

Smith Blair, Model 263 Full Circle® or **pre-approved** equal, clamp couplings, stainless steel single band:

Estimated Quantity	Nom. Size Inches	O.D. Range In Inches	Width In Inches	Weight In Pounds	Additional Information	Unit Price	Total Price for Est. Quantity
0	16	17.15-18.35	20			$641.00	

BID/PROPOSAL FORM, CONTINUED

State brand and model of items bid: Smith Blair 261, 263 & 264 Series

State number of days required for deliveries from date of receipt of orders: 2-14 days.

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

If yes, address of location:

1219 142nd Ave
Street Address

Wayland | MI | 48348
City | State | Zip Code

616-222-9500
Phone Number(s)

Ordering Contact:

Name: Ann Houghtaling Title: Outside Sales Rep

Email: ann.houghtaling@coreandmain.com Phone: 616-238-8110

BID/PROPOSAL FORM, CONTINUED

Core and Main, LP

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

Thomas Fisher

[Signature for proponent]

[2nd signature for proponent]

Thomas Fisher District Manager

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 3-11-26

1219 142nd Ave

[Proponent's street address]

616-222-9500

[Proponent's business phone]

Wayland MI 49348

[City] [State] [Zip]

586-615-2645

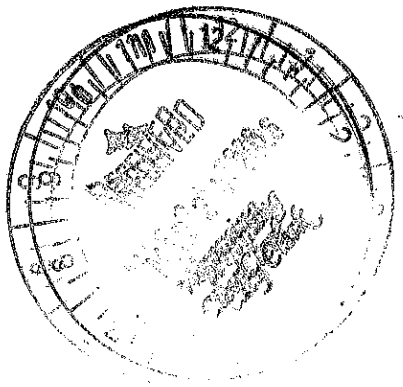
[Cell phone number(s) of person(s) signing for proponent]

tom.fisher@coreandmain.com

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

Florida Limited Partnership

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



STAINLESS STEEL CLAMP COUPLINGS CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

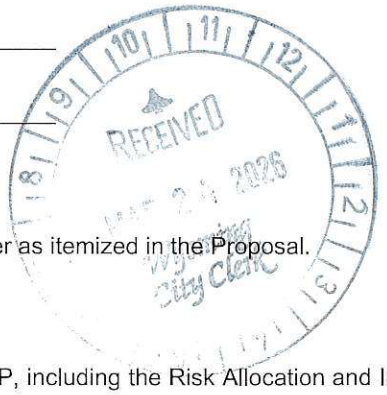
"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509.

"Contractor" means: ETNA SUPPLY
[Name of supplying entity]

A WHOLESALE MICHIGAN LLC
[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: 2/26, 2026

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20____

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor: ETNA SUPPLY

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

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

Date signed: 2/25, 2026

REQUEST FOR BIDS/PROPOSALS

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

STAINLESS STEEL CLAMP COUPLINGS

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 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 Stainless Steel Clamp Couplings."

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.

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 love-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 1 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. Waver 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.

Stainless Steel Clamp Couplings Specifications

1. Stainless steel clamp couplings shall be Smith-Blair brand, or pre-approved equal.
   - A. Band: Type 304 stainless steel
   - B. Lugs: Type 304 stainless steel
   - C. Keeper Bar: Type 304 stainless steel
   - D. Bridge Plate: Stainless steel recessed flush and bonded to gasket
   - E. Stud Bolts: Type 304 stainless steel – Teflon coated to prevent galling
   - F. Nuts: Type 304 stainless steel – Teflon coated to prevent galling
   - G. Gasket: Grade 60
   - H. Compounded to resist oils, acids, alkalis, most (aliphatic)hydrocarbon fluids, water and many other chemicals
2. Orders for stainless steel clamp couplings shall be placed against the contract purchase order by the City on an “as needed” basis throughout the coming year.

BID/PROPOSAL FORM

FOR STAINLESS STEEL CLAMP COUPLINGS

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

BID/PROPOSAL FORM, CONTINUED

All bid prices submitted are to be firm for orders placed within one year from date of award of bid and shall include all delivery charges or other fees, as applicable. State bid price as per the specifications herein:

Proponent's Complete Business Name: ETNA SUPPLY

Smith Blair, Model 261 Full Circle® or **pre-approved** equal, clamp couplings, stainless steel single band:

Est. Quantity	Nom. Size Inches	O.D. Range In Inches	Width In Inches	Weight In Pounds	Additional Information	Brand	Unit Price	Total Price for Est. Quantity
2	4	4.74-5.14	12	10.5		SMITH BLAIR	$80.95	$161.90
10	6	6.84-7.24	8				$83.25	$832.50
30	6	6.84-7.24	12	12.2			$98.55	$2956.50
6	6	6.84-7.24	12	12.2	With 1" tap		$120.95	$725.70
4	6	6.84-7.24	12	12.2	With 1.5" tap		$138.35	$553.40
4	6	6.84-7.24	12	12.2	With 2" tap		$135.50	$542.00
6	6	6.84-7.24	15	14.6			$108.55	$651.30
15	8	8.99-9.39	12	14.5			$114.85	$1722.75
4	8	8.99-9.39	12	14.5	With 1" tap		$137.25	$549.00
4	8	8.99-9.39	12	14.5	With 1.5" tap		$144.70	$578.40

Proponent's Complete Business Name: ETNA SUPPLY

Smith Blair, Model 261 Full Circle® or **pre-approved** equal, clamp couplings, stainless steel single band:

Est. Quantity	Nom. Size Inches	O.D. Range In Inches	Width In Inches	Weight In Pounds	Additional Information	Brand	Unit Price	Total Price for Est. Quantity
4	8	8.99-9.39	12	14.5	With 2" tap	SMITH BLAZR	$ 151.80	$ 607.20
2	8	8.99-9.39	20	23.2			$ 191.60	$ 766.40
2	10	11.04-11.44	12	16.5			$ 146.55	$ 293.10
2	10	11.04-11.44	12	16.5	With 1" tap		$ 168.90	$ 337.80
2	10	11.04-11.44	12	16.5	With 1.5" tap		$ 176.35	$ 352.70
2	10	11.04-11.44	12	16.5	With 2" tap		$ 183.45	$ 366.90
2	12	13.10-13.50	12	18.7			$ 177.40	$ 354.80
2	12	13.10-13.50	12	18.7	With 1" tap		$ 199.80	$ 399.60
2	12	13.10-13.50	12	18.7	With 1.5" tap		$ 207.25	$ 414.50
2	12	13.10-13.50	12	18.7	With 2" tap		$ 214.35	$ 428.70
2	6		20		With 1" tap		$ 192.90	$ 385.80
2	6		20		With 1.5" tap		$ 221.45	$ 442.90

Proponent's Complete Business Name: ETNA SUPPLY

Smith Blair, Model 261 Full Circle® or **pre-approved** equal, clamp couplings, stainless steel single band:

Est. Quantity	Nom. Size Inches	O.D. Range In Inches	Width In Inches	Weight In Pounds	Additional Information	Brand	Unit Price	Total Price for Est. Quantity
2	6		20		With 2" tap	SMITH BLAIR	$ 207.40	$ 414.80
2	8		20		With 1" tap		$ 214.00	$ 428.00
2	8		20		With 1.5" tap		$ 221.45	$ 442.90
2	8		20		With 2" tap		$ 228.55	$ 457.10
2	12		20		With 1" tap		$ 298.15	$ 596.30
2	12		20		With 1.5" tap		$ 303.45	$ 312.70
2	12		20		With 2" tap		$ 312.70	$ 625.70

Smith Blair, Model 263 Full Circle® or **pre-approved** equal, clamp couplings, stainless steel single band:

Estimated Quantity	Nom. Size Inches	O.D. Range In Inches	Width In Inches	Weight In Pounds	Additional Information	Unit Price	Total Price for Est. Quantity
0	16	17.15-18.35	20			$ 646.00	$ 0.00

State brand and model of items bid: SMITH BLAZR 263

State number of days required for deliveries from date of receipt of orders: 7-14 days. (IF IN STOCK)

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

If yes, address of location:

4901 CLAY AVE SW
Street Address

GRAND RAPIDS | MI | 49548
City | State | Zip Code

(616) 514-5295
Phone Number(s)

Ordering Contact:

Name: KEVIN DZELEMAN Title: SALES REP

Email: KDZELEMAN@ETNASUPPLY.COM Phone: (616) 600-1753

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: 2/25/26

4901 CLAY AVE SW
[Proponent's street address]

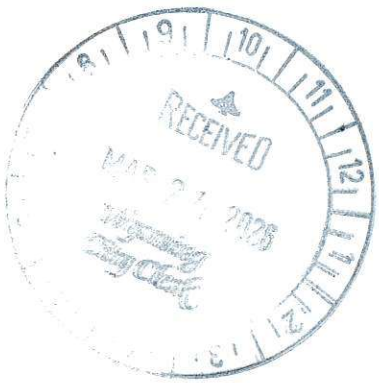
(616) 514-5295
[Proponent's business phone]

GRAND RAPIDS MI 49548
[City] [State] [Zip]

(616) 514-5295
[Cell phone number(s) of person(s) signing for proponent]

DALTONPOTGETER@ETNASUPPLY.COM
[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]



CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

Staff Report

Date: March 31, 2026

Subject: Bid Award for Gate Valves

From: Jodie Theis, Public Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended City Council award the bid for gate valves to Core and Main, Etna Supply Company and Ferguson Enterprises, at the unit prices shown on the Tabulation of Bids. It is also recommended that the City Council authorize the City Manager and City Clerk to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, March 24, 2026, the City received five bids for gate valves. Sixty-seven invitations to bid were sent to prospective bidders. Etna Supply Company submitted the low bid. Due to supply chain issues and manufacturing time frames, it is in the best interest of the City to also award the bid to Core and Main and Ferguson Enterprises. City staff will purchase the valves based on the lowest cost and availability.

The Public Works Department replaces gate valves on water mains when they are found to be leaking or inoperable. Gate valves are used to isolate sections of watermain that are being repaired or replaced throughout the City. It is important that these valves work properly to minimize water system disruptions. Replacing leaking gate valves also reduces the amount of treated drinking water that is unintentionally released into the environment.

The Public Works Department is anticipating an estimated yearly total of $17,500 for gate valves. Due to a change in the Engineering Construction Specifications, different valves were requested on this bid, so there is no direct cost comparison to last year’s bid.

BID TABULATIONS:

CITY OF WYOMING

TABULATION OF BIDS
FOR GATE VALVES - BID # 2331
OPENED BY THE CITY CLERK ON MARCH 24, 2026 AT 11:00 A.M. O'CLOCK

Item Description	Estimated Quantity	Core and Main		Etna Supply Company		Ferguson Enterprises		Michigan Pipe and Valve		T.A Gentry Plumbing Supply	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6" Mechanical Joint - Mechanical Joint	12 (Open Right/Left)	$1,073.83	$12,885.96	$ 932.25	$ 11,187.00	$1,138.00	$ 13,656.00	$1,220.00	$ 14,640.00	$1,137.50	$ 13,650.00
8" Mechanical Joint - Mechanical Joint	6 (Open Right/Left)	$1,631.83	$ 9,790.98	$1,480.70	$ 8,884.20	$1,721.00	$ 10,326.00	$1,880.00	$ 11,280.00	$1,810.11	$ 10,860.65
12" Mechanical Joint - Mechanical Joint	0 (Open Right/Left)	$2,998.59	$ -	$2,918.00	$ -	$3,188.00	$ -	$3,507.00	$ -	NO BID	
6" Mechanical Joint - Flanged End	12 (Open Right/Left)	$1,046.83	$ 2,093.66	$ 971.80	$ 1,943.60	$1,115.00	$ 2,230.00	$1,260.45	$ 2,520.90	$1,137.50	$ 2,275.00
8" Mechanical Joint - Flanged End	6 (Open Right/Left)	$1,564.35	$ 1,564.35	$1,455.25	$ 1,455.25	$1,647.00	$ 1,647.00	$1,895.45	$ 1,895.45	$1,776.63	$ 1,776.63
12" Mechanical Joint - Flanged End	0 (Open Right/Left)	$2,815.62	$ -	$2,795.00	$ -	$3,005.00	$ -	$3,445.40	$ -	NO BID	
	Grand Total:	$	26,334.95	$	23,470.05	$	27,859.00	$	30,336.35	$	28,562.28
	Brand Bid:	East Jordan Iron Works		East Jordan/EBAA		East Jordan Iron Works		East Jordan Iron Works		No Info Provided	
# of days for deliveries from order:		1-14 days		7-14 days, if in stock		1-90 days, subject to manufacturer lead times		65 days		No Info Provided	

BUDGET IMPACT:

Sufficient funds are available in the appropriate water accounts.

Attachment(s):
Contract – Core and Main
Contract – Etna Supply Company
Contract – Ferguson Enterprises

CITY OF WYOMING

GATE VALVES 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: Core and Main, LP
[Name of supplying entity]

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

1219 142nd Ave
[Supplier's street address]

Wayland, MI 49348
[Supplier's city, state & zip]

Effective Date means: March 18, 2026.

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20____

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

Contractor: Core and Main, LP

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

Thomas Fisher District Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: March 18, 2026

REQUEST FOR BIDS/PROPOSALS

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

GATE VALVES

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 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 Gate Valves."

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.

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 love-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 1 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. Waver 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.

Resilient Seated Gate Valves Specifications

1. The gate valves will be purchased on an as needed basis throughout the coming year.
2. The gate valves bid shall be manufactured and tested to meet or exceed the requirements of AWWA standard C509 or C515 and UL262.
3. Bids shall only be accepted by the following brands – no alternate bids shall be considered:
   A. East Jordan Iron Works Flowmaster
   B. American Flow Control Series 2500, or
   C. American AVK Series 45 Resilient Seated Gate Valve
4. All gate valves shall meet the following specifications:
   A. All valves shall have a two hundred fifty (250) psi design pressure rating and a test pressure of five hundred (500) psi.
   B. Valve body, bonnet and solid gate shall be cast of ductile iron in accordance with ASTM A536 and shall be totally encapsulated with an epoxy coating.
   C. Gate shall be ductile iron and shall be totally encapsulated in rubber. This rubber coating shall be permanently bonded to the ductile iron wedge casting and shall meet ASTM D429 tests for rubber to metal bonding.
   D. The valve stem shall be made of high strength stainless steel with a minimum 40,000 psi yield strength.
   E. The stem seal shall have two O-ring seals in the seal plate, which shall be replaceable with the valve in the full open position at rated working pressure.
   F. All ferrous cast surfaces shall be coated with a fusion-bonded epoxy in accordance with AWWA C550.
   G. The valve ends shall be mechanical joint-mechanical joint, or mechanical joint-flanged end, and comply with AWWA C111.
5. All accessories shall be included, i.e. glands, nuts, bolts and gaskets.

BID/PROPOSAL FORM

FOR GATE VALVES

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?	X	
If yes, DUNS #: 62 756 4029		

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):		X

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

Is the bidder a:	YES	NO
Woman Owned Company?		X
Minority Owned Company?		X

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

Core and Main, LP

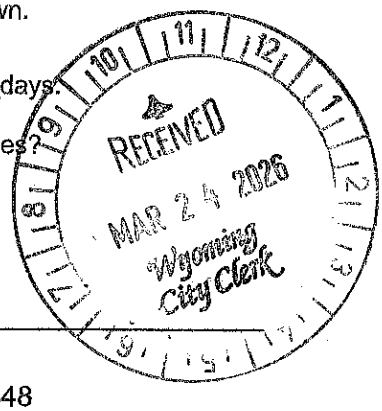
BID/PROPOSAL FORM, CONTINUED

All bid prices submitted are to be firm for orders placed within one year from date of award of bid and shall include all delivery charges or other fees, as applicable. State bid price as per the specifications herein:

GATE VALVES (Accessories to include: Glands, Nuts, Bolts, and Rubber Gaskets)	ESTIMATED QUANTITY TO BE PURCHASED	UNIT PRICE	TOTAL PRICE
6" mechanical joint-mechanical joint	12 (open right/left)	$1073.83	$12885.96
8" mechanical joint-mechanical joint	6 (open right/left)	$1631.83	$9790.98
12" mechanical joint-mechanical joint	0 (open right/left)	$2998.59	
6" mechanical joint-flanged end	2 (open right/left)	$1046.83	$2093.66
8" mechanical joint-flanged end	1 (open right/left)	$1564.35	$1564.35
12" mechanical joint-flanged end	0 (open right/left)	$2815.62	
		Total for Estimated Quantity To Be Purchased:	$26,334.95

State Brand Bid **(Required)**: EJ

NOTE: As requested in the bid specifications, bidders are to submit bid prices for all the above gate valves, including those for which zero estimated quantities to be purchased may be shown.



State number of days required for deliveries from date of receipt of orders: 1-14 days days

Is there a location within 15 miles of the City's limits available for 24/7 emergency purchases?

X Yes ____ No

If yes, address of location:

1219 142nd Ave
Street Address

Wayland | MI | 49348
City | State | Zip Code

616-222-9500
Phone Number(s)

ORDERING CONTACT:

Name: ANN HOUGHTALING Title: OUTSIDE SALES REP

Email: ann.houghtaling@coreandmain.com Phone: 616-238-8110

BID/PROPOSAL FORM, CONTINUED

Core and Main, LP
[Proponent's Complete Business Name]

[If Proponent Is DBA Include Full Proponent DBA Here]

Thomas Fisher
[Signature for proponent]

[2nd signature for proponent]

Thomas Fisher District Manager
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 3-18-26

1219 142nd Ave
[Proponent's street address]

[Proponent's business phone]

Wayland MI 49348
[City] [State] [Zip]

586-615-2645
[Cell phone number(s) of person(s) signing for proponent]

tom.fisher@coreandmain.com
[E-mail address(s) of person(s) signing for proponent]

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

CITY OF WYOMING

GATE VALVES 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: ETNA SUPPLY
[Name of supplying entity]

A MICHIGAN LLC
[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: FEB 25, 2026

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

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

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

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

TERMS AND CONDITIONS

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

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

   Standard Terms Sections 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20____

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

Contractor: ETNA SUPPLY

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

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

Date signed: FEBRUARY 25, 2026

REQUEST FOR BIDS/PROPOSALS

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

GATE VALVES

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 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 Gate Valves."

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.

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 love-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 1 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. Waver 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.

Resilient Seated Gate Valves Specifications

1. The gate valves will be purchased on an as needed basis throughout the coming year.
2. The gate valves bid shall be manufactured and tested to meet or exceed the requirements of AWWA standard C509 or C515 and UL262.
3. Bids shall only be accepted by the following brands – no alternate bids shall be considered:
   A. East Jordan Iron Works Flowmaster
   B. American Flow Control Series 2500, or
   C. American AVK Series 45 Resilient Seated Gate Valve
4. All gate valves shall meet the following specifications:
   A. All valves shall have a two hundred fifty (250) psi design pressure rating and a test pressure of five hundred (500) psi.
   B. Valve body, bonnet and solid gate shall be cast of ductile iron in accordance with ASTM A536 and shall be totally encapsulated with an epoxy coating.
   C. Gate shall be ductile iron and shall be totally encapsulated in rubber. This rubber coating shall be permanently bonded to the ductile iron wedge casting and shall meet ASTM D429 tests for rubber to metal bonding.
   D. The valve stem shall be made of high strength stainless steel with a minimum 40,000 psi yield strength.
   E. The stem seal shall have two O-ring seals in the seal plate, which shall be replaceable with the valve in the full open position at rated working pressure.
   F. All ferrous cast surfaces shall be coated with a fusion-bonded epoxy in accordance with AWWA C550.
   G. The valve ends shall be mechanical joint-mechanical joint, or mechanical joint-flanged end, and comply with AWWA C111.
5. All accessories shall be included, i.e. glands, nuts, bolts and gaskets.

BID/PROPOSAL FORM

FOR GATE VALVES

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

BID/PROPOSAL FORM, CONTINUED

All bid prices submitted are to be firm for orders placed within one year from date of award of bid and shall include all delivery charges or other fees, as applicable. State bid price as per the specifications herein:

GATE VALVES (Accessories to include: Glands, Nuts, Bolts, and Rubber Gaskets)	ESTIMATED QUANTITY TO BE PURCHASED	UNIT PRICE	TOTAL PRICE
6" mechanical joint-mechanical joint	12 (open right/left)	$ 932.25	$ 11,187.00
8" mechanical joint-mechanical joint	6 (open right/left)	$ 1480.70	$ 8,884.20
12" mechanical joint-mechanical joint	0 (open right/left)	$ 2,918.00	$ 0.00
6" mechanical joint-flanged end	2 (open right/left)	$ 971.80	$ 1943.60
8" mechanical joint-flanged end	1 (open right/left)	$ 1,455.25	$ 1455.25
12" mechanical joint-flanged end	0 (open right/left)	$ 2,795.00	$ 0.00
		Total for Estimated Quantity To Be Purchased:	$ 23,470.25

State Brand Bid **(Required)**: EAST JORDAN / EBAA

NOTE: As requested in the bid specifications, bidders are to submit bid prices for all the above gate valves, including those for which zero estimated quantities to be purchased may be shown.

State number of days required for deliveries from date of receipt of orders: 7-14 days. (IF IN STOCK)

Is there a location within 15 miles of the City's limits available for 24/7 emergency purchases?

✓ Yes _____ No

If yes, address of location:

4901 CLAY AVE SW
Street Address

GRAND RAPIDS | MI | 49548
City | State | Zip Code

(616) 514-5295
Phone Number(s)



ORDERING CONTACT:

Name: KEVIN DZELEMAN Title: SALES REP

Email: KDZELEMAN@ETNASUPPLY.COM Phone: (616) 600-1753

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: 2/25/26

4901 CLAY AVE SW
[Proponent's street address]

(616) 514-5295
[Proponent's business phone]

GRAND RAPIDS MI 49548
[City] [State] [Zip]

(616) 514-5295
[Cell phone number(s) of person(s) signing for proponent]

DALTONPOTGETER@ETNASUPPLY.COM
[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]

CITY OF WYOMING

GATE VALVES 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: FERGUSON ENTERPRISES LLC DBA FERGUSON WATERWORKS
[Name of supplying entity]

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

3900 44th St. SE
[Supplier's street address]

Kentwood, MI 49512
[Supplier's city, state & zip]

Effective Date means: April 7, 2026.

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20____

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

Contractor: FERGUSON ENTERPRISES LLC DBA FERGUSON WATERWORKS

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

Randon Webber, General Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 03/18, 20 26

REQUEST FOR BIDS/PROPOSALS

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

GATE VALVES

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 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 Gate Valves."

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.

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 love-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 1 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. Waver 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.

Resilient Seated Gate Valves Specifications

1. The gate valves will be purchased on an as needed basis throughout the coming year.
2. The gate valves bid shall be manufactured and tested to meet or exceed the requirements of AWWA standard C509 or C515 and UL262.
3. Bids shall only be accepted by the following brands – no alternate bids shall be considered:
   A. East Jordan Iron Works Flowmaster
   B. American Flow Control Series 2500, or
   C. American AVK Series 45 Resilient Seated Gate Valve
4. All gate valves shall meet the following specifications:
   A. All valves shall have a two hundred fifty (250) psi design pressure rating and a test pressure of five hundred (500) psi.
   B. Valve body, bonnet and solid gate shall be cast of ductile iron in accordance with ASTM A536 and shall be totally encapsulated with an epoxy coating.
   C. Gate shall be ductile iron and shall be totally encapsulated in rubber. This rubber coating shall be permanently bonded to the ductile iron wedge casting and shall meet ASTM D429 tests for rubber to metal bonding.
   D. The valve stem shall be made of high strength stainless steel with a minimum 40,000 psi yield strength.
   E. The stem seal shall have two O-ring seals in the seal plate, which shall be replaceable with the valve in the full open position at rated working pressure.
   F. All ferrous cast surfaces shall be coated with a fusion-bonded epoxy in accordance with AWWA C550.
   G. The valve ends shall be mechanical joint-mechanical joint, or mechanical joint-flanged end, and comply with AWWA C111.
5. All accessories shall be included, i.e. glands, nuts, bolts and gaskets.

BID/PROPOSAL FORM

FOR GATE VALVES

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?	00895517		X
If yes, DUNS #:			

	YES	NO
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):		X

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

Is the bidder a:	YES	NO
Woman Owned Company?		X
Minority Owned Company?		X

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

FERGUSON ENTERPRISES LLC DBA FERGUSON WATERWORKS

BID/PROPOSAL FORM, CONTINUED

All bid prices submitted are to be firm for orders placed within one year from date of award of bid and shall include all delivery charges or other fees, as applicable. State bid price as per the specifications herein:

GATE VALVES (Accessories to include: Glands, Nuts, Bolts, and Rubber Gaskets)	ESTIMATED QUANTITY TO BE PURCHASED	UNIT PRICE	TOTAL PRICE
6" mechanical joint-mechanical joint	12 (open right/left)	1138.00	13,656.00
8" mechanical joint-mechanical joint	6 (open right/left)	1721.00	10,326.00
12" mechanical joint-mechanical joint	0 (open right/left)	3188.00	3188.00
6" mechanical joint-flanged end	2 (open right/left)	1115.00	2230.00
8" mechanical joint-flanged end	1 (open right/left)	1647.00	1647.00
12" mechanical joint-flanged end	0 (open right/left)	3005.00	3005.00
		Total for Estimated Quantity To Be Purchased:	34,052.00

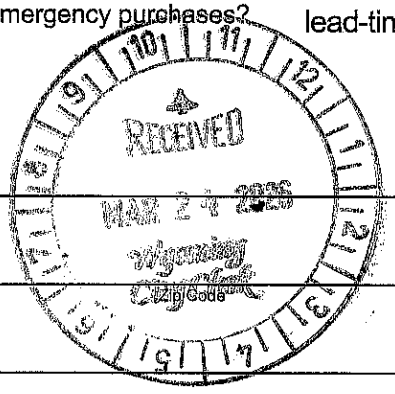
State Brand Bid **(Required)**: EJ

NOTE: As requested in the bid specifications, bidders are to submit bid prices for all the above gate valves, including those for which zero estimated quantities to be purchased may be shown.

State number of days required for deliveries from date of receipt of orders: *1 to 90 days. *Subject to manufacturer lead-times.

Is there a location within 15 miles of the City's limits available for 24/7 emergency purchases?

X Yes ____ No



If yes, address of location:

3900 44th St.
Street Address

Kentwood, MI 49512
City State Zip Code

616-803-7512
Phone Number(s)

ORDERING CONTACT:

Name: Daniel Myers Title: Utility Infrastructure Sales

Email: daniel.myers@ferguson.com Phone: 616-204-2457

BID/PROPOSAL FORM, CONTINUED

FERGUSON ENTERPRISES LLC

[Proponent's Complete Business Name]

DBA FERGUSON WATERWORKS

[If Proponent is DBA include Full Proponent DBA Here]

RANDON WEBBER

[Signature for proponent]

[2nd signature for proponent]

Randon Webber — General Manager

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 03/18/26

3900 44th St. SE

[Proponent's street address]

616-803-7521

[Proponent's business phone]

Kentwood, MI 49512

[City] [State] [Zip]

954-325-5977

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

randon.webber@ferguson.com

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

LLC - Virginia

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

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

Staff Report

Date: March 31, 2026

Subject: Bid Award for Brass Water Service and Meter Installation Materials and Meter Mountings

From: Jodie Theis, Public Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended City Council award the bid for brass water service and meter installation materials and meter mountings to Core and Main, Etna Supply Company and Ferguson Enterprises, at the unit prices shown on the attached Tabulation of Bids. It is also recommended that the City Council authorize the City Manager and City Clerk to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, March 24, 2026, the City received four bids for brass water service and meter installation materials and meter mountings**.** One hundred and three invitations to bid were sent to prospective bidders. Core and Main submitted the low bid. Due to supply chain issues and manufacturing time frames, it is in the best interest of the City to also award the bid to Etna Supply Company and Ferguson Enterprises. City staff will purchase the materials based on the lowest cost and availability.

Brass water service and meter installation materials and meter mountings are used throughout the City when repairing or replacing broken water services or water meters. These no-lead brass materials will reduce the exposure of lead to the public, providing safe living and working conditions for our residents and protect the environment from lead contamination.

The Public Works Department is anticipating that it will spend approximately $35,000 for brass water service materials. The total price based on estimated quantities is an increase of 13% from last year’s total price.

BUDGET IMPACT:

Sufficient funds are available in the appropriate water accounts.

Attachment(s):
Bid Tabulation – 3/24/26
Contract – Core and Main
Contract – Etna Supply Company
Contract – Ferguson Enterprises

CITY OF WYOMING

TABULATION OF BIDS

FOR BRASS WATER SERVICE AND METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS - BID # 2330

OPENED BY THE CITY CLERK ON MARCH 24, 2026 AT 11:00 A.M. O'CLOCK

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises			Michigan Pipe and Valve		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
50	1" corporation stop	Ford F1000	74701-22	$54.30	$2,715.00		$56.00	$2,800.00		$54.25	$2,712.50	74701-22	$63.77	$3,188.50
200	1" curb stop	Ford B44-444M	76104-22	$115.94	$23,188.00		$119.50	$23,900.00		$116.00	$23,200.00	76104-22	$136.19	$27,238.00
500	5/8" x ¾" x ¾" coupling	Ford C-38-23-2.5F	74620	$10.68	$5,340.00		$11.00	$5,500.00		$10.78	$5,390.00	74620	$12.54	$6,270.00
250	1" compression coupling	Ford C-44-44	74758-22	$22.92	$5,730.00		$23.65	$5,912.50		$22.92	$5,730.00	74758-22 1	$26.92	$6,730.00
10	1½" corporation stop	Ford FB1000	74701B-22	$156.47	$1,564.70		$161.40	$1,614.00		$156.00	$1,560.00	74701B-22FT	$151.27	$1,512.70
20	1½" compression coupling	Ford C-44-56	74758-22	$63.50	$1,270.00		$65.45	$1,309.00		$63.41	$1,268.20	74758-22	$74.59	$1,491.80
20	1½" curb stop	Ford B44-666M	76104-22	$269.04	$5,380.80		$277.50	$5,550.00		$269.84	$5,396.80	76104-22	$36.04	$720.80
10	2" corporation stop	Ford FB1000	74701B-22	$258.78	$2,587.80		$266.95	$2,669.50		$260.37	$2,603.70	74701B-22FT	$304.00	$3,040.00
20	2" curb stop	Ford B44-777M	76104-22	$375.15	$7,503.00		$386.95	$7,739.00		$377.98	$7,559.60	76104-22 2	$440.69	$8,813.80
20	2" compression coupling	Ford C44-77	74758-22	$103.54	$2,070.80		$106.75	$2,135.00		$103.49	$2,069.80	74758-22	$121.63	$2,432.60
250	Curb box, 5'6" depth	M&E Type B W/BSC-LBP	5615AWB	$67.79	$16,947.50	AY McDonald 5615A	$65.25	$16,312.50		$66.00	$16,500.00	5615AWB	$79.22	$19,805.00
150	Curb box lid w/plug	M&E BSC-LBP	5614L	$19.56	$2,934.00	AY McDonald PENT LID	$18.80	$2,820.00	FPLLID	$13.00	$1,950.00	5614L	$22.86	$3,429.00
100	Copper meter insetters, 5/8" x ¾", "M" Style Insetter, 43-2-NNMD 43x403 NO LEAD	AY McDonald – Series 43-2		$124.14	$12,414.00		$176.70	$17,670.00	FVCH18234NL	$146.00	$14,600.00		$145.82	$14,582.00
50	1" Full port straight curb valve, ball style 300 PSI w/lock wing mac-pak compression x 1" FIP	AY McDonald 6102W-22-1		$100.29	$5,014.50		$103.45	$5,172.50	FB41444WNL	$101.00	$5,050.00		$117.81	$5,890.50
30	¾" MIP union for copper horn insetter	AY McDonald 20-M3		$7.37	$221.10		$6.85	$205.50	FCHS833NL	$6.73	$201.90		$8.60	$258.00
200	1" x ¾" Brass Bushings			$4.08	$816.00	LEGEND BRASS	$4.55	$910.00		$4.50	$900.00	72206	$5.16	$1,032.00
50	¾" x 2 1/2" meter couplings, ¾ ribbed tail piece	AY McDonald 4620 3/4		$10.68	$534.00	FORD CF38-23-2.5F-NL	$11.00	$550.00	FORD CF38-23-2.5F-NL	$10.77	$538.50		$12.54	$627.00
100	1" x 2 5/8" meter coupling, ribbed tail piece	AY McDonald 4620-1		$16.47	$1,647.00	FORD C38-44-2.625F-NL	$16.95	$1,695.00	FORD C38-44-2.625F-NL	$166.99	$16,699.00		$19.34	$1,934.00
10	¾" FIP ball valve, full port	NIBCO T585-70	72032T	$9.90	$99.00	APOLLO 94ALF104-01A	$10.95	$109.50	FNWX410CF	$12.71	$127.10	72032T	$11.55	$115.50
75	1½" female flanged coupling	AY McDonald 610F 1½"		$47.56	$3,567.00	FORD CF31-66-NL	$58.25	$4,368.75	FORD CF31-66-NL	$47.89	$3,591.75		$55.88	$4,191.00
150	1" Full port angle curb valves, ball style 300 PSI lock wing with Mac-Pak Compression X 1" FIP	AY McDonald 4606B-22-1		$114.26	$17,139.00	FORD BA41-444W-NL	$117.85	$17,677.50	FORD BA41-444W-NL	$114.19	$17,128.50		$137.83	$20,674.50
50	2" female flanged coupling	AY MacDonald 610F2		$62.11	$3,105.50	FORD CF31-77-NL	$64.00	$3,200.00	FORD CF31-77-NL	$62.74	$3,137.00		$72.95	$3,647.50
10	¾" FIP gate valves	NIBCO T113	72035T	$8.85	$88.50	LEGEND 104-704NL	$12.35	$123.50	PFXT300F	$10.19	$101.90	72035T	$10.35	$103.50
150	1" FIP gate valves	NIBCO T113	72035T	$13.33	$1,999.50	LEGEND 104-705NL	$19.50	$2,925.00	PFXT300G	$13.80	$2,070.00	72035T	$15.60	$2,340.00
5	1½" FIP gate valves	NIBCO T113	72035T	$24.40	$122.00	LEGEND 104-707NL	$32.90	$164.50	PFXT300J	$27.54	$137.70	72035T	$28.50	$142.50
5	2" FIP gate valves	NIBCO T113	72035T	$55.73	$278.65	LEGEND 104-708	$50.00	$250.00	PFXT300K	$38.45	$192.25	72035T	$67.50	$337.50

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises			Michigan Pipe and Valve		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
20	¾" x close brass nipple			$2.59	$51.80	LEGEND BRASS	$2.65	$53.00		$2.83	$56.60	MN-DNBR04CL	$3.00	$60.00
20	1" x close brass nipple			$3.83	$76.60	LEGEND BRASS	$3.90	$78.00		$4.20	$84.00	MN-DNBR05CL	$4.42	$88.40
20	¾" x 2" brass nipple			$3.66	$73.20	LEGEND BRASS	$3.35	$67.00		$3.61	$72.20	MN-DNBR042	$3.41	$68.20
20	¾" x 2 ½" brass nipple			$4.21	$84.20	LEGEND BRASS	$3.85	$77.00		$4.18	$83.60	MN-DNBR04212	$3.60	$72.00
20	¾" x 3" brass nipple			$4.89	$97.80	LEGEND BRASS	$4.45	$89.00		$4.82	$96.40	MN-DNBR043	$4.15	$83.00
20	¾" x 3 ½" brass nipple			$6.16	$123.20	LEGEND BRASS	$5.00	$100.00		$5.31	$106.20	MN-DNBR04312	$4.63	$92.60
20	¾" x 4" brass nipple			$7.15	$143.00	LEGEND BRASS	$5.85	$117.00		$6.18	$123.60	MN-DNBR044	$5.37	$107.40
20	¾" x 4 ½" brass nipple			$7.82	$156.40	LEGEND BRASS	$6.35	$127.00		$6.72	$134.40	MN-DNBR04412	$5.85	$117.00
20	¾" x 5" brass nipple			$8.62	$172.40	LEGEND BRASS	$7.00	$140.00		$7.42	$148.40	MN-DNBR045	$6.46	$129.20
20	¾" x 5 ½" brass nipple			$9.35	$187.00	LEGEND BRASS	$7.65	$153.00		$8.10	$162.00	MN-DNBR04512	$7.06	$141.20
20	¾" x 6" brass nipple			$10.46	$209.20	LEGEND BRASS	$8.50	$170.00		$9.00	$180.00	MN-DNBR046	$7.86	$157.20
20	1" x 2" brass nipple			$4.74	$94.80	LEGEND BRASS	$4.85	$97.00		$5.20	$104.00	MN-DNBR052	$4.45	$89.00
20	1" x 2½" brass nipple			$6.11	$122.20	LEGEND BRASS	$5.65	$113.00		$5.96	$119.20	MN-DNBR05212	$5.19	$103.80
20	1" x 3" brass nipple			$7.05	$141.00	LEGEND BRASS	$6.50	$130.00		$6.86	$137.20	MN-DNBR053	$5.96	$119.20
20	1" x 3 ½" brass nipple			$8.18	$163.60	LEGEND BRASS	$7.50	$150.00		$7.94	$158.80	MN-DNBR05312	$6.93	$138.60
20	1" x 4" brass nipple			$9.17	$183.40	LEGEND BRASS	$8.45	$169.00		$8.94	$178.80	MN-DNBR054	$7.80	$156.00
20	1" x 4 ½" brass nipple			$10.27	$205.40	LEGEND BRASS	$9.40	$188.00		$10.00	$200.00	MN-DNBR05412	$8.69	$173.80
20	1" x 5" brass nipples			$11.31	$226.20	LEGEND BRASS	$10.40	$208.00		$11.00	$220.00	MN-DNBR055	$9.60	$192.00
20	1" x 5 ½" brass nipples			$12.36	$247.20	LEGEND BRASS	$11.40	$228.00		$12.08	$241.60	MN-DNBR05512	$10.52	$210.40
20	1" x 6" brass nipple			$13.49	$269.80	LEGEND BRASS	$12.45	$249.00		$13.19	$263.80	MN-DNBR056	$11.47	$229.40

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises			Michigan Pipe and Valve		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
20	1½" x close brass nipple			$8.38	$167.60	LEGEND BRASS	$7.65	$153.00		$8.13	$162.60	MN-DNBR07CL	$7.10	$142.00
20	1 ½" x 3" brass nipple			$12.34	$246.80	LEGEND BRASS	$11.40	$228.00		$12.05	$241.00	MN-DNBR073	$10.49	$209.80
20	1½" x 4" brass nipple			$16.08	$321.60	LEGEND BRASS	$14.80	$296.00		$14.65	$293.00	MN-DNBR074	$13.67	$273.40
10	1 ½" x 5" brass nipple			$22.59	$225.90	LEGEND BRASS	$18.45	$184.50		$18.22	$182.20	MN-DNBR075	$17.00	$170.00
10	1½" x 6" brass nipple			$26.82	$268.20	LEGEND BRASS	$21.90	$219.00		$21.85	$218.50	MN-DNBR076	$20.18	$201.80
20	2" x close brass nipple			$11.44	$228.80	LEGEND BRASS	$11.70	$234.00		$12.39	$247.80	MN-DNBR08CL	$10.78	$215.60
5	2'' x 2 ½ " brass nipple			$13.70	$68.50	LEGEND BRASS	$12.65	$63.25		$13.35	$66.75	MN-DNBR08212	$11.64	$58.20
10	2" x 6" brass nipple			$34.50	$345.00	LEGEND BRASS	$28.15	$281.50		$27.83	$278.30	MN-DNBR086	$25.94	$259.40
10	2" x 9" brass nipple			$46.08	$460.80	LEGEND BRASS	$41.90	$419.00		$31.00	$310.00	MN-DNBR089	$38.57	$385.70
10	2" x 12" brass nipple			$67.97	$679.70	LEGEND BRASS	$55.50	$555.00		$54.88	$548.80	MN-DNBR0812	$51.12	$511.20
500	1" Meter Washers			$0.36	$180.00	FORD GT-120	$0.16	$80.00		$0.18	$90.00	GT-120	$0.50	$250.00
20	1 ½" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 11/2"		$70.53	$1,410.60	FORD CF38-66-2125-NL	$66.25	$1,325.00	FCF38662NL	$51.34	$1,026.80		$282.31	$5,646.20
20	2" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 2"		$94.06	$1,881.20	FORD CF38-77-2125-NL	$88.40	$1,768.00	FCF38772125N	$68.87	$1,377.40		$349.74	$6,994.80
20	1" Brass Threaded Couplings			$6.65	$133.00	LEGEND BRASS	$7.25	$145.00		$6.42	$128.40	72210	$7.78	$155.60
10	2" x 1" brass bushings			$15.56	$155.60	LEGEND BRASS	$17.75	$177.50		$16.55	$165.50	72206	$18.18	$181.80
10	1 ½" x 1" brass bushings			$8.73	$87.30	LEGEND BRASS	$10.00	$100.00		$9.29	$92.90	72206	$10.20	$102.00
300	Curb Box Plug 1 ¼" – MEPLG 1 ¼ Brass Plug			$5.21	$1,563.00	AY McDonald 5164BP	$4.65	$1,395.00	FPPLL	$7.55	$2,265.00	5614BP	$6.10	$1,830.00
25	1" NIBCO Full Port Ball Valve	NFP600T	72032T	$16.50	$412.50		$31.20	$780.00	FNWX410CG	$18.50	$462.50	72032T	$19.28	$482.00
5	1'' APOLLO thrd full port ball valve		72032T	$16.50	$82.50	APOLLO 94ALF-105-01A	$16.45	$82.25	FNWX410CG	$18.50	$92.50	72032T	$19.28	$96.40
10	¼" NIBCO Full Port Ball Valve	NFP600S	72032SNL	$13.94	$139.40	APOLLO 94ALF-104-01A	$10.95	$109.50	FNWX410CF	$12.43	$124.30	72032T	$11.57	$115.70
300	1 ½" Drop In Gaskets for 1 ½" Flanged Meter	AY McDonald 18-G6		$3.55	$1,065.00		$2.50	$750.00	PSMFGDIJ	$1.12	$336.00		$4.00	$1,200.00
300	2" Drop In Gaskets for 2" Flanged Meter	AY McDonald 18-G7		$4.03	$1,209.00		$23.90	$7,170.00	PSMFGDIK	$1.24	$372.00		$4.50	$1,350.00
5	2" x 1 ½ Brass Bushings			$13.07	$65.35	LEGEND BRASS	$14.75	$73.75		$13.48	$67.40	72206	$15.11	$75.55
15	1'' x ¾'' brass bushing			$4.04	$60.60	LEGEND BRASS	$4.55	$68.25		$4.25	$63.75	72206	$4.66	$69.90
5	1 ½" x ¾" Brass Bushings			$10.80	$54.00	LEGEND BRASS	$12.15	$60.75		$11.32	$56.60	72206	$12.48	$62.40
30	AY McDonald 5/8" x ¾" meter to 1" meter adapter	10J24		$13.75	$412.50	FORD A24-NL	$28.15	$844.50	FA24NL	$27.42	$822.60		$16.10	$483.00
2	AY McDonald Converts 1" meter to 2" flanged meter	10J47		$81.62	$163.24	FORD A47-NL	$167.50	$335.00	FA47NL	$82.12	$164.24		$95.40	$190.80
2	AY McDonald Converts 1" meter to 1 ½" flanged meter	10J46		$79.76	$159.52	FORD A46-NL	$163.65	$327.30	FA46NL	$80.23	$160.46		$93.25	$186.50
2	AY McDonald Converts 1 ½" meter to 2" flanged meter	10J467		$107.97	$215.94	FORD A67-NL	$241.00	$482.00	FA67NL	$118.15	$236.30		$126.20	$252.40
20	¾" Brass 90's			$4.99	$99.80	LEGEND BRASS	$5.65	$113.00		$5.25	$105.00	72290	$5.77	$115.40
20	¾" Brass Threaded couplings			$4.44	$88.80	LEGEND BRASS	$4.55	$91.00		$4.24	$84.80	72210	$5.13	$102.60
15	2" Brass Pentagon Stopbox Cap Plugs (plugs only)			$11.37	$170.55	AY McDonald 4511-219	$13.00	$195.00		$7.48	$112.20	5624BP	$13.30	$199.50
30	1 ¼" Stopbox lid with plug	AY McDonald 5614L		$19.56	$586.80		$18.75	$562.50	FPLLID	$13.00	$390.00		$22.86	$685.80

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises			Michigan Pipe and Valve		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
15	2" Stopbox lid with plug	AY McDonald 5624L		$29.18	$437.70		$28.00	$420.00		$29.08	$436.20		$34.10	$511.50
5	2" Brass THD Coupling			$23.39	$116.95	LEGEND BRASS	$24.30	$121.50		$22.62	$113.10	72210	$27.33	$136.65
5	2" x 1.5" Brass THD Bushing			$13.07	$65.35	LEGEND BRASS	$14.75	$73.75		$13.74	$68.70	72206	$15.11	$75.55
12	2" Meter Flange Kit THD			$161.00	$1,932.00	FORD CF-31-77-NL	$64.00	$768.00		$80.39	$964.68	7610FKIT	$188.16	$2,257.92
6	1.5" Meter Flange Kit THD			$117.27	$703.62	FORD CF31-66-NL	$49.00	$294.00		$74.96	$449.76	7610FKIT	$137.05	$822.30
100	1'' Brass 90"s			$7.67	$767.00	LEGEND BRASS	$8.70	$870.00		$8.11	$811.00	72290	$8.87	$887.00
3000	5/8" x ¾" gaskets			$0.43	$1,290.00		$0.10	$300.00		$0.19	$570.00	18-G2	$0.50	$1,500.00
50	1'' angle valve (1''compression to 1'' female THD)		74606-22	$67.85	$3,392.50	FORD AV41-444-NL	$87.40	$4,370.00		$67.85	$3,392.50	74606-22	$79.75	$3,987.50
10	1'' full port flared angle valve		74602	$120.85	$1,208.50	FORD BA22-444W-NL	$123.70	$1,237.00		$120.85	$1,208.50	74602B	$142.00	$1,420.00
5	3'' Brass Meter Flange Kit- THD			$374.60	$1,873.00	MATCO-NORCA	$405.00	$2,025.00		$215.31	$1,076.55	7610RK	$428.75	$2,143.75
5	4'' Brass Meter Flange Kit –THD			$598.52	$2,992.60	MATCO-NORCA	$545.00	$2,725.00		$328.17	$1,640.85	7610RK	$685.00	$3,425.00
1	6'' Brass Meter Flange Kit-THD			$1,249.72	$1,249.72	MATCO-NORCA	$840.00	$840.00		$679.31	$679.31	7610RK	$1,430.40	$1,430.40
1	8'' Brass Meter Flange Kit-THD		NO BID			MATCO-NORCA	$110.15	$110.15	EBAA E2108	$228.00	$228.00	NO BID		
Total			**$156,743.79**			**$169,809.20**			**$166,271.75**			**$184,929.12**		
Percentage discount from prices for other miscellaneous brass (othen than those listed), which you will offer the City throughout the one year bid period:			25%			0%			0%			N/A		
Percentage discount from prices for supplies (othen than those listed), which you will offer the City throughout the one year bid period:			25%			0%			0%			N/A		
Minimum pound delivery per order:			N/A			0 LBS			0 LBS.			N/A		
Number of calendar day required for delivery from date of receipt of order:			STOCK - 160 DAYS			7-14 DAYS IF IN STOCK			1-7 days. Subject to manufacturer lead times.			2-4 Weeks		
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?			YES			YES			YES			YES		

CITY OF WYOMING

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS 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: Ferguson Enterprises LLC DBA Ferguson Waterworks
[Name of supplying entity]

A Virginia - LLC
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]

3900 44th St.
[Supplier's street address]

Kentwood, MI 49512
[Supplier's city, state & zip]

Effective Date means: April 7, 2026

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

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

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

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

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.

2. City will pay the Contractor in accordance with the RFP and Proposal.

3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20____

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Ferguson Enterprises LLC DBA Ferguson

Contractor: _____

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

Randon Webber — General Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 03/12, 20 26

REQUEST FOR BIDS/PROPOSALS

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

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS

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 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 Brass Water Service & Meter Installation Materials And Water Meter Mountings."

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.

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 love-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 1 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. Waver 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.

Brass Water Service & Meter Installation Materials and Water Meter Mountings Specifications

1. All parts and materials bid must be **LEAD FREE** to comply with the Reduction of Lead in Drinking Water Act Public Law 111-380 approved January 4, 2011 and all the rules promulgated pursuant to that law.
2. Orders for brass water service & meter installation materials and water meter mountings shall be placed against the contract purchase order by the City on an “as needed” basis throughout the coming year.

BID/PROPOSAL FORM

FOR BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS

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?	[ ]	[X]
If yes, DUNS #: 00895517		

Are you, or the business owner related to an elected official or employee of the City?	[ ]	[X]
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?	[ ]	[X]
Minority Owned Company?	[ ]	[X]

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

Ferguson Enterprises LLC DBA Ferguson Waterworks

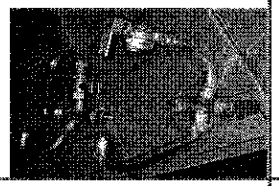
BID/PROPOSAL FORM, CONTINUED

All bid prices submitted are to be firm for orders placed within one year from date of award of bid and shall include all delivery charges or other fees, as applicable. State bid price as per the specifications included herein:

Proponent's Complete Business Name: Ferguson Enterprises LLC DBA Ferguson Waterworks

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
50	1" corporation stop	Ford F1000		54.25	2712.50
200	1" curb stop	Ford B44-444M		116.00	23200.00
500	5/8" x ¾" x ¾" coupling	Ford C-38-23-2.5F		10.78	5390.00
250	1" compression coupling	Ford C-44-44		22.92	5730.00
10	1½" corporation stop	Ford FB1000		156.00	1560.00
20	1½" compression coupling	Ford C-44-56		63.41	1268.20
20	1½" curb stop	Ford B44-666M		269.84	5396.80
10	2" corporation stop	Ford FB1000		260.37	2603.70
20	2" curb stop	Ford B44-777M		377.98	7559.60
20	2" compression coupling	Ford C44-77		103.49	2069.80
250	Curb box, 5'6" depth	M&E Type B W/BSC-LBP		66.00	16500.00
150	Curb box lid w/plug	M&E BSC-LBP	FPLLID	13.00	1950.00

Proponent's Complete Business Name: Ferguson Enterprises LLC DBA Ferguson Waterworks

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
100	Copper meter insetters, 5/8" x ¾", "M" Style Insetter, 43-2-NNMD 43x403 NO LEAD (photo above) 	AY McDonald – Series 43-2	FVCH18234NL	146.00	14600.00
50	1" Full port straight curb valve, ball style 300 PSI w/lock wing mac-pak compression x 1" FIP	AY McDonald 6102W-22-1	FB41444WNL	101.00	5050.00
30	¾" MIP union for copper horn insetter	AY McDonald 20-M3	FCHS833NL	6.73	201.90
200	1" x ¾" Brass Bushings			4.50	900.00
50	¾" x 2 1/2" meter couplings, ¾ ribbed tail piece	AY McDonald 4620 3/4	FC382325NL	10.77	538.50
100	1" x 2 5/8" meter coupling, ribbed tail piece	AY McDonald 4620-1	FC38442625NL	16.99	1699.00
10	¾" FIP ball valve, full port	NIBCO T585-70	FNWX410CF	12.71	127.10
75	1½" female flanged coupling	AY McDonald 610F 1½"	FCF3166NL	47.89	3591.75
150	1" Full port angle curb valves, ball style 300 PSI lock wing with Mac-Pak Compression X 1" FIP	AY McDonald 4606B-22-1	FBA41444WNL	114.19	17128.50
50	2" female flanged coupling	AY MacDonald 610F2	FCF3177NL	62.74	3137.00
10	¾" FIP gate valves	NIBCO T113	PFXT300F	10.19	101.90
150	1" FIP gate valves	NIBCO T113	PFXT300G	13.80	2070.00
5	1½" FIP gate valves	NIBCO T113	PFXT300J	27.54	137.70

Proponent's Complete Business Name: Ferguson Enterprises LLC DBA Ferguson Waterworks

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
5	2" FIP gate valves	NIBCO T113	PFXT300K	38.45	192.25
20	¾" x close brass nipple			2.83	56.60
20	1" x close brass nipple			4.20	84.00
20	¾" x 2" brass nipple			3.61	72.20
20	¾" x 2 ½" brass nipple			4.18	83.60
20	¾" x 3" brass nipple			4.82	96.40
20	¾" x 3 ½" brass nipple			5.31	106.20
20	¾" x 4" brass nipple			6.18	123.60
20	¾" x 4 ½" brass nipple			6.72	134.40
20	¾" x 5" brass nipple			7.42	148.40
20	¾" x 5 ½" brass nipple			8.10	162.00
20	¾" x 6" brass nipple			9.00	180.00
20	1" x 2" brass nipple			5.20	104.00
20	1" x 2½" brass nipple			5.96	119.20

Proponent's Complete Business Name: Ferguson Enterprises LLC DBA Ferguson Waterworks

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
20	1" x 3" brass nipple			6.86	137.20
20	1" x 3 ½" brass nipple			7.94	158.80
20	1" x 4" brass nipple			8.94	178.80
20	1" x 4 ½" brass nipple			10.00	200.00
20	1" x 5" brass nipples			11.00	220.00
20	1" x 5 ½" brass nipples			12.08	241.60
20	1" x 6" brass nipple			13.19	263.80
20	1½" x close brass nipple			8.13	162.60
20	1 ½" x 3" brass nipple			12.05	241.00
20	1½" x 4" brass nipple			14.65	293.00
10	1 ½" x 5" brass nipple			18.22	182.20
10	1½" x 6" brass nipple			21.85	218.50
20	2" x close brass nipple			12.39	247.80
5	2" x 2 ½ " brass nipple			13.35	66.75

Proponent's Complete Business Name: Ferguson Enterprises LLC DBA Ferguson Waterworks

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
10	2" x 6" brass nipple			27.83	278.30
10	2" x 9" brass nipple			31.00	310.00
10	2" x 12" brass nipple			54.88	548.80
500	1" Meter Washers			.18	90.00
20	1 ½" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 11/2"	FCF38662NL	51.34	1026.80
20	2" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 2"	FCF38772125N	68.87	1377.40
20	1" Brass Threaded Couplings			6.42	128.40
10	2" x 1" brass bushings			16.55	165.50
10	1 ½" x 1" brass bushings			9.29	92.90
300	Curb Box Plug 1 ¼" – MEPLG 1 ¼ Brass Plug		FPPLL	7.55	2265.00
25	1" NIBCO Full Port Ball Valve	NFP600T	FNWX410CG	18.50	462.50
5	1" APOLLO thrd full port ball valve		FNWX410CG	18.50	92.50
10	¾" NIBCO Full Port Ball Valve	NFP600S	FNWX410CF	12.43	124.30
300	1 ½" Drop In Gaskets for 1 ½" Flanged Meter	AY McDonald 18-G6	PSMFGDIJ	1.12	336.00

Proponent's Complete Business Name: Ferguson Enterprises LLC DBA Ferguson Waterworks

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
300	2" Drop In Gaskets for 2" Flanged Meter	AY McDonald 18-G7	PSMFGDIK	1.24	372.00
5	2" x 1 ½ Brass Bushings			13.48	67.40
15	1" x ¾" brass bushing			4.25	63.75
5	1 ½" x ¾" Brass Bushings			11.32	56.60
30	AY McDonald 5/8" x ¾" meter to 1" meter adapter	10J24	FA24NL	27.42	411.30
2	AY McDonald Converts 1" meter to 2" flanged meter	10J47	FA47NL	82.12	164.24
2	AY McDonald Converts 1" meter to 1 ½" flanged meter	10J46	FA46NL	80.23	160.46
2	AY McDonald Converts 1 ½" meter to 2" flanged meter	10J467	FA67NL	118.15	236.30
20	¾" Brass 90's			5.25	105.00
20	¾" Brass Threaded couplings			4.24	84.80
15	2" Brass Pentagon Stopbox Cap Plugs (plugs only)			7.48	112.20
30	1 ¼" Stopbox lid with plug	AY McDonald 5614L	FPLLID	13.00	390.00
15	2" Stopbox lid with plug	AY McDonald 5624L		29.08	436.20
5	2" Brass THD Coupling			22.62	113.10

Proponent's Complete Business Name: Ferguson Enterprises LLC DBA Ferguson Waterworks

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
5	2" x 1.5" Brass THD Bushing			13.74	68.70
12	2" Meter Flange Kit THD			80.39	964.68
6	1.5" Meter Flange Kit THD			74.96	449.76
100	1" Brass 90"s			8.11	811.00
3,000	5/8" x ¾" gaskets			.19	570.00
50	1" angle valve (1"compression to 1" female THD)			67.85	3392.50
10	1" full port flared angle valve			120.85	1208.50
5	3" Brass Meter Flange Kit- THD			215.31	1076.55
5	4" Brass Meter Flange Kit –THD			328.17	1640.85
1	6" Brass Meter Flange Kit-THD			679.31	679.31
1	8" Brass Meter Flange Kit-THD		EBBA E2108	228.00	228.00

State discount from prices for other miscellaneous brass (other than those listed), which you will offer the City throughout the one year bid period: 00.00 %

State percentage discount from prices for supplies (other than those listed), which you will offer the City throughout the one year bid period: 00.00 %

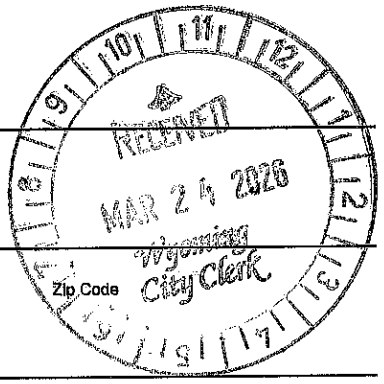
State minimum pound delivery per order: 00.00 lbs.

State number of calendar days required for delivery from date of receipt of purchase order: 1-7* days

*Subject to manufacturer lead-times

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

X Yes - If yes, address of location:



3900 44th St.

Street Address

Kentwood, MI 49512

City State Zip Code

616-803-7521

Phone Number(s)

Ordering Contact:

Name: Daniel Myers Title: Utility Infrastructure Sales

Email: daniel.myers@ferguson.com Phone: 616-204-2457

Reminder: All warranties must be included with bid/proposal.

BID/PROPOSAL FORM, CONTINUED

Ferguson Enterprises LLC

[Proponent's Complete Business Name]

Ferguson Waterworks

[If Proponent is DBA Include Full Proponent DBA Here]

RANDON WEBBER

[Signature for proponent]

[2nd signature for proponent]

Randon Webber — General Manager

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 03/12/26

3900 44th St.

[Proponent's street address]

616-803-7521

[Proponent's business phone]

Kentwood, MI 49512

[City] [State] [Zip]

(954) 325-5977

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

randon.webber@ferguson.com

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

LLC - Virginia

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

CITY OF WYOMING

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS 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: Core and Main, LP
[Name of supplying entity]

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

1219 142nd Ave
[Supplier's street address]

Wayland, MI 49348
[Supplier's city, state & zip]

Effective Date means: March 18, 2026

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

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

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

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

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.

2. City will pay the Contractor in accordance with the RFP and Proposal.

3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20____

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

Contractor: Core and Main, LP

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

Thomas Fisher District Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: March 18, 2026

REQUEST FOR BIDS/PROPOSALS

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

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS

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 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 Brass Water Service & Meter Installation Materials And Water Meter Mountings."

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.

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 love-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 1 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. Waver 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.

Brass Water Service & Meter Installation Materials and Water Meter Mountings Specifications

1. All parts and materials bid must be **LEAD FREE** to comply with the Reduction of Lead in Drinking Water Act Public Law 111-380 approved January 4, 2011 and all the rules promulgated pursuant to that law.
2. Orders for brass water service & meter installation materials and water meter mountings shall be placed against the contract purchase order by the City on an “as needed” basis throughout the coming year.

BID/PROPOSAL FORM

FOR BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS

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?	X	
If yes, DUNS #: 62 756 4029		

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

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

Core and Main, LP

BID/PROPOSAL FORM, CONTINUED

All bid prices submitted are to be firm for orders placed within one year from date of award of bid and shall include all delivery charges or other fees, as applicable. State bid price as per the specifications included herein:

Proponent's Complete Business Name: Core and Main, LP

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
50	1" corporation stop	Ford F1000	AY 74701-22	$54.30	$2715.00
200	1" curb stop	Ford B44-444M	AY 76104-22	$115.94	$23188.00
500	5/8" x ¾" x ¾" coupling	Ford C-38-23-2.5F	AY 74620	$10.68	$5340.00
250	1" compression coupling	Ford C-44-44	AY 74758-22	$22.92	$5730.00
10	1½" corporation stop	Ford FB1000	AY 74701B-22	$156.47	$1564.70
20	1½" compression coupling	Ford C-44-56	AY 74758-22	$63.50	$1270.00
20	1½" curb stop	Ford B44-666M	AY 76104-22	$269.04	$5380.80
10	2" corporation stop	Ford FB1000	AY 74701B-22	$258.78	$2587.80
20	2" curb stop	Ford B44-777M	AY 76104-22	$375.15	$7503.00
20	2" compression coupling	Ford C44-77	AY 74758-22	$103.54	$2070.80
250	Curb box, 5'6" depth	M&E Type B W/BSC-LBP	AY 5615AWB	$67.79	$16947.50
150	Curb box lid w/plug	M&E BSC-LBP	AY 5614L	$19.56	$2934.00

Proponent's Complete Business Name: Core and Main, LP

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
100	Copper meter insetters, 5/8" x ¾", "M" Style Insetter, 43-2-NNMD 43x403 NO LEAD (photo above) 	AY McDonald – Series 43-2		$124.14	$9931.20
50	1" Full port straight curb valve, ball style 300 PSI w/lock wing mac-pak compression x 1" FIP	AY McDonald 6102W-22-1		$100.29	$5014.50
30	¾" MIP union for copper horn insetter	AY McDonald 20-M3		$7.37	$147.40
200	1" x ¾" Brass Bushings			$4.08	$816.00
50	¾" x 2 1/2" meter couplings, ¾ ribbed tail piece	AY McDonald 4620 3/4		$10.68	$534.00
100	1" x 2 5/8" meter coupling, ribbed tail piece	AY McDonald 4620-1		$16.47	$1647.00
10	¾" FIP ball valve, full port	NIBCO T585-70	AY 72032T	$9.90	$99.00
75	1½" female flanged coupling	AY McDonald 610F 1½"		$47.56	$3567.00
150	1" Full port angle curb valves, ball style 300 PSI lock wing with Mac-Pak Compression X 1" FIP	AY McDonald 4606B-22-1		$114.26	$17139.00
50	2" female flanged coupling	AY MacDonald 610F2		$62.11	$3105.50
10	¾" FIP gate valves	NIBCO T113	AY 72035T	$8.85	$88.50
150	1" FIP gate valves	NIBCO T113	AY 72035T	$13.33	$1999.50
5	1½" FIP gate valves	NIBCO T113	AY 72035T	$24.40	$122.00

Proponent's Complete Business Name: Core and Main, LP

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
5	2" FIP gate valves	NIBCO T113	AY 72035T	$55.73	$288.65
20	¾" x close brass nipple			$2.59	$51.80
20	1" x close brass nipple			$3.83	$76.60
20	¾" x 2" brass nipple			$3.66	$73.20
20	¾" x 2 ½" brass nipple			$4.21	$84.20
20	¾" x 3" brass nipple			$4.89	$97.80
20	¾" x 3 ½" brass nipple			$6.16	$123.20
20	¾" x 4" brass nipple			$7.15	$143.00
20	¾" x 4 ½" brass nipple			$7.82	$156.40
20	¾" x 5" brass nipple			$8.62	$172.40
20	¾" x 5 ½" brass nipple			$9.35	$187.00
20	¾" x 6" brass nipple			$10.46	$209.20
20	1" x 2" brass nipple			$4.74	$94.80
20	1" x 2½" brass nipple			$6.11	$122.20

Proponent's Complete Business Name: Core and Main, LP

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
20	1" x 3" brass nipple			$7.05	$141.00
20	1" x 3 ½" brass nipple			$8.18	$163.60
20	1" x 4" brass nipple			$9.17	$183.40
20	1" x 4 ½" brass nipple			$10.27	$205.40
20	1" x 5" brass nipples			$11.31	$226.20
20	1" x 5 ½" brass nipples			$12.36	$247.20
20	1" x 6" brass nipple			$13.49	$269.80
20	1½" x close brass nipple			$8.38	$167.60
20	1 ½" x 3" brass nipple			$12.34	$246.80
20	1½" x 4" brass nipple			$16.08	$321.60
10	1 ½" x 5" brass nipple			$22.59	$225.90
10	1½" x 6" brass nipple			$26.82	$268.20
20	2" x close brass nipple			$11.44	$228.80
5	2" x 2 ½ " brass nipple			$13.70	$68.50

Proponent's Complete Business Name: Core and Main, LP

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
10	2" x 6" brass nipple			$34.50	$345.00
10	2" x 9" brass nipple			$46.08	$460.80
10	2" x 12" brass nipple			$67.97	$679.70
500	1" Meter Washers			$.36	$180.00
20	1 ½" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 11/2"		$70.53	$1410.60
20	2" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 2"		$94.06	$1881.20
20	1" Brass Threaded Couplings			$6.65	$133.00
10	2" x 1" brass bushings			$15.56	$155.60
10	1 ½" x 1" brass bushings			$8.73	$87.30
300	Curb Box Plug 1 ¼" – MEPLG 1 ¼ Brass Plug			$5.21	$1563.00
25	1" NIBCO Full Port Ball Valve	NFP600T	AY 72032T	$16.50	412.50
5	1" APOLLO thrd full port ball valve		AY 72032T	$16.50	$82.50
10	¾" NIBCO Full Port Ball Valve	NFP600S	AY 72032SNL	$13.94	$139.40
300	1 ½" Drop In Gaskets for 1 ½" Flanged Meter	AY McDonald 18-G6		$3.55	$1065.00

Proponent's Complete Business Name: Core and Main, LP

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
300	2" Drop In Gaskets for 2" Flanged Meter	AY McDonald 18-G7		$4.03	$1209.00
5	2" x 1 ½ Brass Bushings			$13.07	$65.35
15	1" x ¾" brass bushing			$4.04	$60.60
5	1 ½" x ¾" Brass Bushings			$10.80	$54.00
30	AY McDonald 5/8" x ¾" meter to 1" meter adapter	10J24		$13.75	$412.50
2	AY McDonald Converts 1" meter to 2" flanged meter	10J47		$81.62	$163.24
2	AY McDonald Converts 1" meter to 1 ½" flanged meter	10J46		$79.76	$159.52
2	AY McDonald Converts 1 ½" meter to 2" flanged meter	10J467		$107.97	$215.94
20	¾" Brass 90's			$4.99	$99.80
20	¾" Brass Threaded couplings			$4.44	$88.80
15	2" Brass Pentagon Stopbox Cap Plugs (plugs only)			$11.37	$170.55
30	1 ¼" Stopbox lid with plug	AY McDonald 5614L		$19.56	$586.80
15	2" Stopbox lid with plug	AY McDonald 5624L		$29.18	$437.70
5	2" Brass THD Coupling			$23.39	$116.95

Proponent's Complete Business Name: Core and Main, LP

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
5	2" x 1.5" Brass THD Bushing			$13.07	$65.35
12	2" Meter Flange Kit THD			$161.00	$1932.00
6	1.5" Meter Flange Kit THD			$117.27	$703.62
100	1" Brass 90"s			$7.67	$767.00
3,000	5/8" x ¾" gaskets			$.43	$1290.00
50	1" angle valve (1"compression to 1" female THD)		AY 74606-22	$67.85	$3392.50
10	1" full port flared angle valve		AY 74602	$120.85	$1208.50
5	3" Brass Meter Flange Kit- THD			$374.60	$1873.00
5	4" Brass Meter Flange Kit –THD			$598.52	$2992.60
1	6" Brass Meter Flange Kit-THD			$1249.72	$1249.72
1	8" Brass Meter Flange Kit-THD			NO QUOTE	

State discount from prices for other miscellaneous brass (other than those listed), which you will offer the City throughout the one year bid period: 25 %

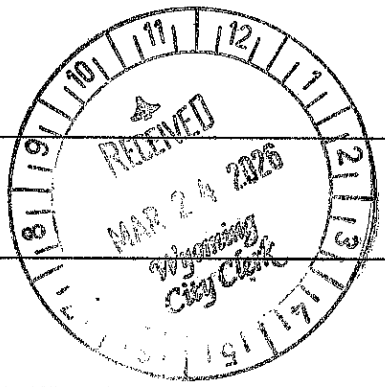
State percentage discount from prices for supplies (other than those listed), which you will offer the City throughout the one year bid period: 25 %

State minimum pound delivery per order: 1 lbs.

State number of calendar days required for delivery from date of receipt of purchase order: Stock to 4 weeks days

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

X Yes - If yes, address of location:



1219 142nd Ave

Street Address

Wayland MI 49348

City State Zip Code

616-222-9500

Phone Number(s)

Ordering Contact:

Name: ANN HOUGHTALING Title: OUTSIDE SALES REP

Email: ann.houghtaling@coreandmain.com Phone: 616-238-8110

Reminder: All warranties must be included with bid/proposal.

BID/PROPOSAL FORM, CONTINUED

Core and Main, LP
[Proponent's Complete Business Name]

[If Proponent Is DBA Include Full Proponent DBA Here]

Thomas Fisher
[Signature for proponent]

[2nd signature for proponent]

Thomas Fisher District Manager
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 3-18-26

1219 142nd Ave
[Proponent's street address]

[Proponent's business phone]

Wayland MI 49348
[City] [State] [Zip]

586-615-2645
[Cell phone number(s) of person(s) signing for proponent]

tom.fisher@coreandmain.com
[E-mail address(s) of person(s) signing for proponent]

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

CITY OF WYOMING

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS 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: ETNA SUPPLY
[Name of supplying entity]

A MICHIGAN WHOLESALE
[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: FEB 25, 2026.

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20____

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor: ETNA SUPPLY

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

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

Date signed: FEBRUARY 25, 2026

REQUEST FOR BIDS/PROPOSALS

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

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS

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 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 Brass Water Service & Meter Installation Materials And Water Meter Mountings."

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.

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 love-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 1 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. Waver 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.

Brass Water Service & Meter Installation Materials and Water Meter Mountings Specifications

1. All parts and materials bid must be **LEAD FREE** to comply with the Reduction of Lead in Drinking Water Act Public Law 111-380 approved January 4, 2011 and all the rules promulgated pursuant to that law.
2. Orders for brass water service & meter installation materials and water meter mountings shall be placed against the contract purchase order by the City on an “as needed” basis throughout the coming year.

BID/PROPOSAL FORM

FOR BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS

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

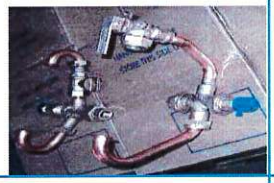
BID/PROPOSAL FORM, CONTINUED

All bid prices submitted are to be firm for orders placed within one year from date of award of bid and shall include all delivery charges or other fees, as applicable. State bid price as per the specifications included herein:

Proponent's Complete Business Name: ETNA SUPPLY

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
50	1" corporation stop	Ford F1000		$56.00	$2800.00
200	1" curb stop	Ford B44-444M		$119.50	$23900.00
500	5/8" x ¾" x ¾" coupling	Ford C-38-23-2.5F		$11.00	$5500.00
250	1" compression coupling	Ford C-44-44		$23.65	$5912.50
10	1½" corporation stop	Ford FB1000		$161.40	$1614.00
20	1½" compression coupling	Ford C-44-56		$65.45	$1309.00
20	1½" curb stop	Ford B44-666M		$277.50	$5550.00
10	2" corporation stop	Ford FB1000		$266.95	$2669.50
20	2" curb stop	Ford B44-777M		$386.95	$7739.00
20	2" compression coupling	Ford C44-77		$106.75	$2135.00
250	Curb box, 5'6" depth	M&E Type B W/BSC-LBP	AYM 5615A	$65.25	$16312.50
150	Curb box lid w/plug	M&E BSC-LBP	AYM PENT LID	$18.80	$2820.00

Proponent's Complete Business Name: ETNA SUPPLY

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
100	Copper meter insetters, 5/8" x ¾", "M" Style Insetter, 43-2-NNMD 43x403 NO LEAD (photo above) 	AY McDonald – Series 43-2		$176.70	$17670.00
50	1" Full port straight curb valve, ball style 300 PSI w/lock wing mac-pak compression x 1" FIP	AY McDonald 6102W-22-1		$103.45	$5172.50
30	¾" MIP union for copper horn insetter	AY McDonald 20-M3		$6.85	$205.50
200	1" x ¾" Brass Bushings		LEGEND BRASS	$4.55	$910.00
50	¾" x 2 1/2" meter couplings, ¾ ribbed tail piece	AY McDonald 4620 3/4	FORD CF38-23-2.5F-NL	$11.00	$550.00
100	1" x 2 5/8" meter coupling, ribbed tail piece	AY McDonald 4620-1	FORD C38-44-2.625F-NL	$16.95	$1695.00
10	¾" FIP ball valve, full port	NIBCO T585-70	APOLLO 94ALF104-01A	$10.95	$109.50
75	1½" female flanged coupling	AY McDonald 610F 1½"	FORD CF31-66-NL	$58.25	$4368.75
150	1" Full port angle curb valves, ball style 300 PSI lock wing with Mac-Pak Compression X 1" FIP	AY McDonald 4606B-22-1	FORD B41-444W-NL	$117.85	$17677.50
50	2" female flanged coupling	AY MacDonald 610F2	FORD CF31-77-NL	$64.00	$3200.00
10	¾" FIP gate valves	NIBCO T113	LEGEND 104-705NL	$12.35	$123.50
150	1" FIP gate valves	NIBCO T113	LEGEND 104-707NL	$19.50	$2925.00
5	1½" FIP gate valves	NIBCO T113	LEGEND 104-708NL	$32.90	$164.50

Proponent's Complete Business Name: ETNA SUPPLY

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
5	2" FIP gate valves	NIBCO T113	LEGEND 104-708NL	$50.00	$250.00
20	¾" x close brass nipple	LEGEND BRASS		$2.65	$53.00
20	1" x close brass nipple	LEGEND BRASS		$3.90	$78.00
20	¾" x 2" brass nipple	LEGEND BRASS		$3.35	$67.00
20	¾" x 2 ½" brass nipple	LEGEND BRASS		$3.85	$77.00
20	¾" x 3" brass nipple	LEGEND BRASS		$4.45	$89.00
20	¾" x 3 ½" brass nipple	LEGEND BRASS		$5.00	$100.00
20	¾" x 4" brass nipple	LEGEND BRASS		$5.85	$117.00
20	¾" x 4 ½" brass nipple	LEGEND BRASS		$6.35	$127.00
20	¾" x 5" brass nipple	LEGEND BRASS		$7.00	$140.00
20	¾" x 5 ½" brass nipple	LEGEND BRASS		$7.65	$153.00
20	¾" x 6" brass nipple	LEGEND BRASS		$8.50	$170.00
20	1" x 2" brass nipple	LEGEND BRASS		$4.85	$97.00
20	1" x 2½" brass nipple	LEGEND BRASS		$5.65	$113.00

Proponent's Complete Business Name: ETNA SUPPLY

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
20	1" x 3" brass nipple	LEGEND BRASS		$6.50	$130.00
20	1" x 3 ½" brass nipple	LEGEND BRASS		$7.50	$150.00
20	1" x 4" brass nipple	LEGEND BRASS		$8.45	$169.00
20	1" x 4 ½" brass nipple	LEGEND BRASS		$9.40	$188.00
20	1" x 5" brass nipples	LEGEND BRASS		$10.40	$208.00
20	1" x 5 ½" brass nipples	LEGEND BRASS		$11.40	$228.00
20	1" x 6" brass nipple	LEGEND BRASS		$12.45	$249.00
20	1½" x close brass nipple	LEGEND BRASS		$7.65	$153.00
20	1 ½" x 3" brass nipple	LEGEND BRASS		$11.40	$228.00
20	1½" x 4" brass nipple	LEGEND BRASS		$14.80	$296.00
10	1 ½" x 5" brass nipple	LEGEND BRASS		$18.45	$184.50
10	1½" x 6" brass nipple	LEGEND BRASS		$21.90	$219.00
20	2" x close brass nipple	LEGEND BRASS		$11.70	$234.00
5	2" x 2 ½ " brass nipple	LEGEND BRASS		$12.65	$63.25

Proponent's Complete Business Name: ETNA SUPPLY

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
10	2" x 6" brass nipple	LEGEND BRASS		$28.15	$281.50
10	2" x 9" brass nipple	LEGEND BRASS		$41.90	$419.00
10	2" x 12" brass nipple	LEGEND BRASS		$55.50	$555.00
500	1" Meter Washers	FORD METER	GT-1220	$.16	$80.00
20	1 ½" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 11/2"	FORD CF38-66-2125-NL	$66.25	$1325.00
20	2" Adjustable MNPT Oval Meter Flange	AY McDonald 610A-55, 2"	FORD CF38-77-2125-NL	$88.40	$1768.00
20	1" Brass Threaded Couplings	LEGEND BRASS		$7.25	$145.00
10	2" x 1" brass bushings	LEGEND BRASS		$17.75	$177.50
10	1 ½" x 1" brass bushings	LEGEND BRASS		$10.00	$100.00
300	Curb Box Plug 1 ¼" – MEPLG 1 ¼ Brass Plug	AYM	5614BP	$4.65	$1395.00
25	1" NIBCO Full Port Ball Valve	NFP600T		$31.20	$780.00
5	1" APOLLO thrd full port ball valve		94ALF-105-01A	$16.45	$82.25
10	¾" NIBCO Full Port Ball Valve	NFP600S	94ALF-104-01A	$10.95	$109.50
300	1 ½" Drop In Gaskets for 1 ½" Flanged Meter	AY McDonald 18-G6		$2.50	$750.00

Proponent's Complete Business Name: ETNA SUPPLY

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
300	2" Drop In Gaskets for 2" Flanged Meter	AY McDonald 18-G7		$23.90	$7170.00
5	2" x 1 ½ Brass Bushings	LEGEND BRASS		$14.75	$73.75
15	1" x ¾" brass bushing	LEGEND BRASS		$4.55	$68.25
5	1 ½" x ¾" Brass Bushings	LEGEND BRASS		$12.15	$60.75
30	AY McDonald 5/8" x ¾" meter to 1" meter adapter	10J24	FORD A24	$28.15	$844.50
2	AY McDonald Converts 1" meter to 2" flanged meter	10J47	FORD A47	$167.50	$335.00
2	AY McDonald Converts 1" meter to 1 ½" flanged meter	10J46	FORD A46	$163.65	$327.30
2	AY McDonald Converts 1 ½" meter to 2" flanged meter	10J467	FORD A67	$241.00	$482.00
20	¾" Brass 90's	LEGEND BRASS		$5.65	$113.00
20	¾" Brass Threaded couplings	LEGEND BRASS		$4.55	$91.00
15	2" Brass Pentagon Stopbox Cap Plugs (plugs only)	AYM		$13.00	$195.00
30	1 ¼" Stopbox lid with plug	AY McDonald 5614L		$18.75	$562.50
15	2" Stopbox lid with plug	AY McDonald 5624L		$28.00	$420.00
5	2" Brass THD Coupling	LEGEND BRASS		$24.30	$121.50

Proponent's Complete Business Name: ETNA SUPPLY

Est. Qty	Item Description	Stock Number	Equal Alternate Item Number	Price Per Unit	Total Bid Price for Estimated Quantity
5	2" x 1.5" Brass THD Bushing	LEGEND BRASS		$14.75	$73.75
12	2" Meter Flange Kit THD	CF31-77-NL		$64.00	$768.00
6	1.5" Meter Flange Kit THD	CF31-66-NL		$49.00	$294.00
100	1" Brass 90"s	LEGEND BRASS		$8.70	$870.00
3,000	5/8" x ¾" gaskets			$.10	$300.00
50	1" angle valve (1"compression to 1" female THD)	FORD	AV41-444-NL	$87.40	$4370.00
10	1" full port flared angle valve		BA22-444W-NL	$123.70	$1237.00
5	3" Brass Meter Flange Kit- THD	MATCO NORCA		$405.00	$2025.00
5	4" Brass Meter Flange Kit –THD	MATCO NORCA		$545.00	$2725.00
1	6" Brass Meter Flange Kit-THD	MATCO NORCA		$840.00	$840.00
1	8" Brass Meter Flange Kit-THD	MATCO NORCA		$110.15	$220.30

State discount from prices for other miscellaneous brass (other than those listed), which you will offer the City throughout the one year bid period: 0 %

State percentage discount from prices for supplies (other than those listed), which you will offer the City throughout the one year bid period: 0 %

State minimum pound delivery per order: 0 lbs.

State number of calendar days required for delivery from date of receipt of purchase order: 7-14 days (IF IN STOCK)

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

✓ Yes - If yes, address of location:



4901 CLAY AVE SW

Street Address

GRAND RAPIDS MI 49548

City State Zip Code

(616) 514-5295

Phone Number(s)

Ordering Contact:

Name: KEVIN DZELEMAN Title: SALES REP

Email: KDZELEMAN@ETNASUPPLY.COM Phone: (616) 600-1753

Reminder: All warranties must be included with bid/proposal.

ETNA SUPPLY CO.
[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: 2/25/26

4901 CLAY AVE SW
[Proponent's street address]

(616) 514-5295
[Proponent's business phone]

GRAND RAPIDS MI 49548
[City] [State] [Zip]

(616) 514-5295
[Cell phone number(s) of person(s) signing for proponent]

DALTONPOTGETER@ETNASUPPLY.COM
[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]

CITY OF WYOMING

Public Works | 2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3487 | wyomingmi.gov

Staff Report

Date: March 25, 2026

Subject: Wyoming Police Department Heating Boiler Replacements Project Bid Award

From: Troy Rinks, Facilities Maintenance Foreman

CC: Aaron Vis, Director of Public Works

CC: Kip Snyder, Public Safety Chief

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended that the City Council award the Wyoming Police Department Heating Boiler Replacements Project bid to the low bidder, Correct Mechanical Services, Inc., in the amount of $169,000.00 and authorize up to $13,000 in contingency for the project.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 - Safety
- 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 Police Building is a 24/7/365 mission-critical facility that houses the Forensics Services Unit, Community Services Unit, Records, Detective Unit, patrol functions, and support staff. The current boiler system is more than 25 years old and is exhibiting age-related failures. Replacement components such as heat exchangers and control boards are becoming obsolete, often requiring multiple weeks to source. The 2020 Asset Management Report scheduled these boilers for replacement in the current fiscal year based on condition, age, and operational importance.

A specification was created for replacing the existing heating boilers, associated pumps, electrical upgrades, and updated controls. Bid documents were downloaded by 29 potential

bidders from the City's E-Bidder page. A pre-bid meeting was held on February 26, 2026, with 6 potential bidders in attendance. On March 17, 2026, bids from 2 companies were received and are as follows:



Correct Mechanical Services, Inc.	$169,000.00
Pleune Service Company	$206,500.00

After reviewing results, it is recommended that the City Council accept the lowest bid from Correct Mechanical Services, Inc. for a total amount of $169,000.00. If unforeseen circumstances arise, a contingency of $13,000 (approximately 8% of the overall project cost) is also recommended.

It is anticipated that work will be completed in the summer of 2026.

BUDGET IMPACT:

Sufficient funding exists in the Public Safety, Police, Capital Outlay account 205-301-30610-975.000.

Attachments:

Contract

Wyoming Police Department Heating Boiler Replacements 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: Correct Mechanical Services, Inc
[Name of contracting entity]
A C - Corp of Michigan
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
3075 Broadway Ave SW
[Contractor's street address]
Grandville, MI 49418
[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: 3 24, 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

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor: Correct Mechanical Services, Inc.

By: _____
[Signature officer, director, or principal of Contractor]
Brett R Moelker
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: March 24, 2026

Approved as to form:
Greg 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:

Wyoming Police Department Heating Boiler Replacements

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 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 Wyoming Police Department Heating Boiler Replacements"

Proponents are solely responsible for ensuring delivery by the required date and time. Any bid/proposal, even if in route by U.S. Mail or by courier service or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the required date and time, will not be opened and will be returned to the bidder/proponent. **Bids/proposals will not be accepted by e-mail or other electronic delivery.**

PRE-BID MEETING

A pre-bid meeting will be held; attendance is not required.

The pre-bid meeting will be:

Date and time: Thursday, February 26, 2026, 9:00 A.M., local time

Place: Wyoming Police Department
2300 Dehoop Ave. SW
Wyoming, MI 49509

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 Troy.rinks@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 love-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 *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) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	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) 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 Waver 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 *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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	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.
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 $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. 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) 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.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No X 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. 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

Wyoming Police Department Heating Boiler Replacements

The City of Wyoming Police Department is soliciting bids for the removal and replacement of the existing heating boilers and associated mechanical systems at the police facility. The objective is to install a new, efficient boiler system with updated pumps and ancillary components to ensure reliable heating services.

A lump sum bid price must be submitted for performing the work specified in the specifications as a turnkey project. If any items, accessories, or groups of items required to perform the work are not specifically indicated in the plans and specifications, it will be the successful bidders' responsibility to furnish those items, accessories, or groups of items, and include them in the lump sum bid price submitted.

1. Scope of Work

A. The awarded bidder must prepare a detailed schedule that indicates the sequence of work. The schedule will be submitted to Troy Rinks or his designee for approval before work begins.

B. The awarded bidder must dispose of existing boilers at no additional cost, clean the site, remove all tools, construction equipment and machinery, and surplus materials within 48 hours of project completion. All property not designated for alteration must be restored to its original condition.

C. The bidding contractor shall provide all labor, materials, permits, and equipment necessary to complete the following tasks:

- Remove existing heating boilers, pumps, expansion tanks, venting, and piping; and properly dispose of all removed items off site.
- Install two (2) new Lochinvar KBX1000N boilers on the existing concrete pads (no substitutions).
- Vent new boilers through the south wall of the building.
- Install new expansion tank, fill system, dirt magnetic filter, flanges, valves, and Y strainers as applicable.
- Modify system piping from the existing configuration to integrate with new boilers and pumps.
- Install four (4) new Wilo brand pumps for boiler circulation and system operations. Pumps shall operate on 208-240V; bidder to verify room for electrical breaker installation.
- Treat the entire boiler system with Adey cleaner and protector products to ensure warranty compliance.
- Start new system and perform required testing including CSD-1 certification and associated paperwork.
- Provide owner training for the new boiler system operation.
- Perform all necessary inspections and obtain permits required for installation.
- Field controls for this project to be completed by Grand Valley Automation, Inc. or Pulse Building Automation.
- Electrical high and low voltage

D. All work must be performed in accordance with trade standards and the awarded bidder shall carry out its operations in strict accordance with all MIOSHA and manufacturer's safety instructions.

E. The awarded bidder is the primary contractor and is responsible for all work performed by any subcontractors. A list of subcontractors (if any) must be included with their bid submittal.

2. Warranty and Testing

A. System must be treated with Adey cleaner and protector as part of warranty requirements.

B. Contractor to complete CSD-1 testing and certification paperwork to meet regulatory standards.

C. The awarded bidder must guarantee all work against defective workmanship and materials for a minimum of one year from commissioning and must include all warranties with bid submittal. Upon project completion, the awarded bidder must provide the City copies of all warranty information on labor, materials, closeout documents, and a suggested yearly preventative maintenance schedule with their bid.

4. Equipment Manual

A. The awarded bidder must provide a written start-up manual to Troy Rinks or his designee. All equipment manuals and submittals shall be provided to the City of Wyoming upon completion of the installation.

5. Bid Submittal

A. All bidders must submit one unbound original (clearly marked "original") and one bound copy (clearly marked "copy".

B. Bidders must include with their bid submittal the name and contact information of the project manager.

C. Bidders are required to have a minimum of five years' experience in related work and similar conditions. A minimum of three references of similar work experience must be provided with bid submittal.

D. A retainage of 10% will be held until full completion of the project.

Correct
mechanical services, inc. 3075 Broadway SW • Grandville, MI 49418 • correctmech@gmail.com • Tel. 616-534-6719 • Fax 616-534-6737

ORIGINAL

Cover Letter for: Wyoming Police Department Heating Boiler Replacements

Included in this packet:

Bid Form

List of Subcontractors

List of Warranties

BID/PROPOSAL FORM

Wyoming Police Department Heating Boiler Replacements

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 #: _____		

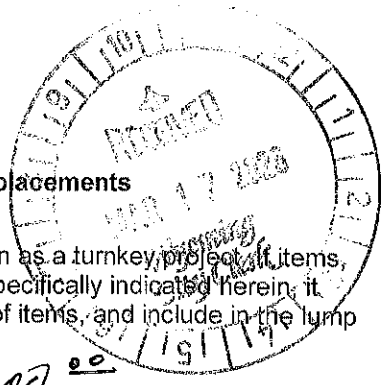
Are you, or the business owner related to an elected official or employee of the City? If yes, list individuals' name(s) and relationship(s):	☐	☒

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):

Correct Mechanical Services, Inc.



Wyoming Police Department Heating Boiler Replacements

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

Total for all work as per the specifications contained herein: $ 169,000 00

Name of Project Manager: Brett Moelker

Phone #: 616 862 6979 Email: brett@correctmechanicalservices.com

References:

Business Name: Harbor Church Grandville

Contact Name: Ben Krueger Contact Phone Number: 616 490-9907

Contact Email: ben.krueger@harborchurches.org

Business Name: Huntington Bank Byron Center

Contact Name: Terry Mast Contact Phone Number: 616-283-3338

Contact Email: terry.mast@huntington.com

Business Name: Plainfield Water Department

Contact Name: Matt Weldon Contact Phone Number: 616-813-2281

Contact Email: weldonm@plainfieldchartertwp.org

Reminder: A list of subcontractors and all warranties must be included with bid/proposal.

Correct Mechanical Services, Inc.
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Brett Moelker
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 3·17·2026

3075 Broadway Ave SW
[Proponent's street address]

616·534·6719
[Proponent's business phone]

Grandville, MI 49418
[City] [State] [Zip]

616·862·6979
[Cell phone number(s) of person(s) signing for proponent]

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

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

List of Subcontractors

- Electrical- Elders Electric

Boiler equipment & Materials – Etna Supply

Coring- K & H Concrete Cutting

Warranties:

1 year all parts and labor of complete project, free from defective workmanship.

5 years all parts on Lochinvar Boiler

15 years on Lochinvar Boiler heat exchanger

Lochinvar Boiler lifetime warranty against thermal shock

4 years on Wilo Pumps

CITY OF WYOMING

Wyoming City Hall | 1155 28th Street SW, Wyoming, MI 49509

STAFF REPORT

Date: April 6, 2026

Subject: Uniforms, Cold Weather Gear, and Service Award Items

From: Laura Jackson, Accounting Specialist II

Cc: Jodi Yenchar, Finance Director

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended City Council award a proposal for uniforms, cold weather gear, and service award items to Unifirst Corporation and Action Industrial Supply.

COMMUNITY, SAFETY, STEWARDSHIP:

Providing work uniforms to employees in the Wyoming City Employees Union is required under the provisions of the collective bargaining agreement. In addition, other employees receive uniforms due to the nature of their positions. Uniforms help create a sense of unity among staff and support both employee and public safety.

Many employees serve in safety-sensitive roles, and the designated uniforms offer necessary protection through their material thickness, reflective features, and color standards. Because Wyoming employees work in public spaces and inside residents' homes, it is essential that they are easily identifiable. While employees use their ID cards when needed, uniforms provide an additional, reliable form of identification.

DISCUSSION:

On March 31, 2026, the City received three bids for uniforms, cold-weather gear, and service award items. Twenty-three invitations to bid were distributed to prospective vendors.

It is recommended the City accept the proposals from Unifirst Corporation and Action Industrial Supply. Unifirst Corporation has provided the City with the largest percentage discount for Carhartt and Port Authority items and Action Industrial Supplies offers additional savings by offering a percentage discount on Ariat and Dickies.

	Manufacturer	Percentage discount from published retail price sheets	If no, percentage discount from prices listed on website
Unifirst Corporation	Carhartt	40%	
	Port Authority	40%	
Action Industrial Supply dba Action Supply Safety & Workwear Store	Carhartt	NA	20% Regular Price
	Port Authority	NA	20% Regular Price
	Ariat	NA	20% Regular Price
	Dickies	NA	15% Regular Price
Continental Linen Service	Carhartt	0%	*A custom Webstore can be created for the City of Wyoming and all discounted prices will be listed.
	Port Authority	10%	
	All brands listed on Sanmar.com except Carhartt	10%	

	Type of Embroidery/Screen Print		Set Up Charges	Shirt	Light/ Medium Duty Jacket	Heavy Duty Jacket	Hat
Unifirst Corporation	City Logo (Direct)	Embroidery	$3.00	$3.00	$3.00	$3.00	
	Company Emblem	Embroidery		$3.00	$3.00	$3.00	
	Department	Embroidery	$3.00	$3.00	$3.00	$3.00	$3.00
	Employee's First Name	Embroidery	$1.00	$1.00	$1.00	$1.00	$1.00
	One Time Charge to Digitize	Screen Print	$50.00				
	City Logo	Screen Print	$3.00				
	Department	Screen Print	$3.00				
	Employee's First Name	Screen Print	$1.00				
Action Industrial Supply dba Action Supply Safety & Workwear Store	City Logo	Embroidery		$7.00	$7.00	$7.00	$7.00
	Department	Embroidery		$5.00	$5.00	$5.00	$5.00
	Employees First Name	Embroidery		$5.00	$5.00	$5.00	$5.00
Continental Linen Service	Department	Embroidery		$4.99	$4.99	$4.99	
	Employees First Name	Embroidery		$4.99	$4.99	$4.99	

These items are purchased throughout the year as needed, with funds budgeted within the appropriate departmental accounts. The estimated annual expenditure for these items is approximately $61,000.

Attachments:
Contracts

REQUEST FOR BIDS/PROPOSALS

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

Purchase of Uniform Clothing, Cold Weather Gear, & Service Award Items

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 31, 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 the Purchase of Uniform Clothing, Cold Weather Gear, & Service Award Items."

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 pur_info@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 love-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.

1. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $1,000,000 General Aggregate Limit $1,000,000 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): $1,000,000 per person $1,000,000 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. Waver of subrogation, except where waiver is prohibited by law.

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 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

Purchase of Uniform Clothing, Cold Weather Gear, and Service Award Items

1. **Overview**

   A. The City of Wyoming is requesting proposals (RFP) for qualified vendors to provide a reliable and economical source for the City to purchase (not rent) work uniforms, cold weather gear, and service award items.

   B. This proposal will cover a one-year term, with the option for two additional one-year extensions upon mutual agreement between the City and the awarded proposer(s).

2. **Authorized Distributor, Discounts, and Website/Catalogs**

   A. **Authorized Distributor** - The proposer must be an authorized distributor for all manufacturers included in their proposal.

   B. **Discounts** - Include on the bid proposal form a percentage discount for all manufacturers listed. Proposers may also submit a cover letter outlining any additional discounts.

   C. **Secured Website and Catalogs** – All proposers must include the URL(s) for their **secured** website(s) and online catalogs as part of their proposal.

   - It is preferred for the City to have the ability to place orders online.
   - It is preferred that the secured website display the City's discounted contract pricing. If online contract pricing is not available, the awarded bidder must provide a written quote for each order reflecting all applicable discounts.
   - Product availability and anticipated delivery dates must be visible on the website or provided to the ordering department upon request.

3. **Ordering, Delivery, and Invoicing**

   A. **Ordering** - There shall be **no minimum order quantity**. The awarded proposer must accept orders from authorized City representatives via:

   - Purchase order
   - Email
   - Online ordering (if available)

   B. **Substitutions** - If an item is discontinued, the bidder must notify the ordering department and provide an alternate item for approval. No substitutions may be made without prior written approval.

   C. **Exchanges** – If an exchange is required due to bidder error (incorrect processing, defective construction, etc.) the exchange must be completed on an even-exchange basis within **14 calendar** days.

   D. **Delivery** - The awarded proposer is responsible for all delivery charges, regardless of order size. All orders must be delivered and received according to the instructions provided by the ordering department within 30 calendar days of order date.

   - A 10% deduction will be applied to the invoice amount for any order not delivered within the initial 30-day period.
   - An additional 10% deduction will be applied for each order not delivered within 30 days following the expiration of the initial 30-day period.

E. **Invoices -** Invoices must be sent directly to the ordering department.

4. **Logo/Employee Name/Department Printing Requirements**

A. The awarded proposer must be able to apply any of the City of Wyoming logos, in the colors shown on the bid proposal sheet, to all ordered items. The proposer must also specify the method used to apply the logo (e.g., embroidery, screen printing) and provide pricing for all available methods.

B. Upon the department's request, the awarded proposer must also be able to add the employee's name and department.

5. **Account Representative**

A. The awarded proposer must provide designated account representatives for the City of Wyoming account. The proposer is responsible for notifying the City if a new account representative is assigned.

6. **References**

A. All RFP's submitted must include a minimum of three (3) references.

BID/PROPOSAL FORM

Purchase of Uniform Clothing, Cold Weather Gear, & Service Award Items

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):

Action Industrial Supply

BID/PROPOSAL FORM, CONTINUED

Manufacturers

State below a list of manufacturers available and percentage discount from each published retail price sheet(s) or website pricing for purchase:

Manufacturers	Percentage discount from published retail price sheets	Will the City of Wyoming's discounted pricing be available on the website? (Yes or No)	If no, percentage discount from prices listed on website
Carhartt	N/A	NO	20% Reg price
Port Authority	N/A	NO	20% Reg price
Other (List): Ariat	N/A	NO	20% Reg price
Dickies	N/A	NO	15% Reg Price

Websites	Is discounted pricing shown on the website? (yes/no)
www.sanmar.com	NO

ACCOUNT REPRESENTATIVE(S):

Rob McNiff
Account Representative Name(s)

231 722 6711
Business Phone

231 578 9782
Cell Phone

rmcniff@actionis.com
Email

Account Representative Name(s)

Business Phone

Cell Phone

Email

BID/PROPOSAL FORM, CONTINUED

NEAREST FACILITY LOCATION TO THE CITY OF WYOMING:

2875 Lake Eastbrook Blvd SE | Grand Rapids | MI | 49512
STREET ADDRESS | CITY | STATE | ZIP CODE

877-699 2221 | M-F 8-6 Sat 9-1
BUSINESS PHONE NUMBER | OTHER PHONE NUMBER | BUSINESS HOURS

Is there a retail store at this location? Yes X No ____ If no, if there is a retail location, please provide the location below:

STREET ADDRESS | CITY | STATE | ZIP CODE

BUSINESS PHONE NUMBER | OTHER PHONE NUMBER | BUSINESS HOURS

Method and Pricing to Add the City Logo

List method and pricing to add City Logo:

Method	Bid Price (Each)					
	Shirt	Light/ Medium Duty Jacket	Heavy Duty Jacket	Other (List Item)		
				Hat		
Embroidery	7	7	7	7		

Logos

Locations and color of logo will be specified by ordering department. Examples below are to be only considered examples for size and style. There is no background color (words only).

CITY OF WYOMING

WY MI

WY | MI

Logo Colors



Secondary Colors:



ADDITIONAL SERVICES

List below prices for adding employees first name and/or department if requested by the ordering department:

Item	Method	Bid Price (Each)	
		Employee First Name	Department
Shirt	Embroidery	5	5
Light/Medium Duty Jacket	Embroidery	5	5
Heavy Duty Jacket	Embroidery	5	5
Hat	Embroidery	5	5
Other (List):			

SET UP CHARGES

	Cost to Set Up	One Time Charge to Digitize	Set Up Charges Per Order
Embroidery (NO PATCHES):	0	0	0
City Logo	0	0	0
Department	0	0	0
Employee Name	0	0	0
Screen Printing:			
City Logo			
Department			
Employee Name			

Other (List):			

REFERENCES:

Company Name

Contact Name

Street Address

City, State, Zip Code

Business Phone

Cell Phone

Email

Company Name

Contact Name

Street Address

City, State, Zip Code

Business Phone

Cell Phone

Email

Company Name

Contact Name

Street Address

City, State, Zip Code

Business Phone

Cell Phone

Email

Action Industrial Supply

[Proponent's Complete Business Name]

Action Supply Safety & Workwear Store

[If Proponent is DBA include Full Proponent DBA Here]

Kristin Proctor

[Signature for proponent]

[2nd signature for proponent]

Kristin Proctor

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 3/27/26

2170 E. Sherman Blvd

[Proponent's street address]

231-563-6311

[Proponent's business phone]

Muskegon MI 49444

[City] [State] [Zip]

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

Kproctor@actionis.com

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

Corporation

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

RECEIVED
MAR 31 2026
Wyoming City Clerk

CITY OF WYOMING

Purchase of Uniform Clothing, Cold Weather Gear, & Service Award Items

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: Action Industrial Supply
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
2400 Olthoff Dr.
[Supplier's street address]
Muskegon, MI 49444
[Supplier's city, state & zip]

Effective Date means: 4-9, 2026

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor: Action Industrial Supply

By: _____
[Signature officer, director, or principal of Contractor]
Robert M McNiff
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4-9, 2026

REQUEST FOR BIDS/PROPOSALS

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

Purchase of Uniform Clothing, Cold Weather Gear, & Service Award Items

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 31, 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 the Purchase of Uniform Clothing, Cold Weather Gear, & Service Award Items."

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 pur_info@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 love-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.

1. Insurance.

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $1,000,000 General Aggregate Limit $1,000,000 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): $1,000,000 per person $1,000,000 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. Waver of subrogation, except where waiver is prohibited by law.

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 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

Purchase of Uniform Clothing, Cold Weather Gear, and Service Award Items

1. **Overview**

   A. The City of Wyoming is requesting proposals (RFP) for qualified vendors to provide a reliable and economical source for the City to purchase (not rent) work uniforms, cold weather gear, and service award items.

   B. This proposal will cover a one-year term, with the option for two additional one-year extensions upon mutual agreement between the City and the awarded proposer(s).

2. **Authorized Distributor, Discounts, and Website/Catalogs**

   A. **Authorized Distributor -** The proposer must be an authorized distributor for all manufacturers included in their proposal.

   B. **Discounts -** Include on the bid proposal form a percentage discount for all manufacturers listed. Proposers may also submit a cover letter outlining any additional discounts.

   C. **Secured Website and Catalogs –** All proposers must include the URL(s) for their **secured** website(s) and online catalogs as part of their proposal.

   - It is preferred for the City to have the ability to place orders online.
   - It is preferred that the secured website display the City's discounted contract pricing. If online contract pricing is not available, the awarded bidder must provide a written quote for each order reflecting all applicable discounts.
   - Product availability and anticipated delivery dates must be visible on the website or provided to the ordering department upon request.

3. **Ordering, Delivery, and Invoicing**

   A. **Ordering** - There shall be **no minimum order quantity**. The awarded proposer must accept orders from authorized City representatives via:

   - Purchase order
   - Email
   - Online ordering (if available)

   B. **Substitutions -** If an item is discontinued, the bidder must notify the ordering department and provide an alternate item for approval. No substitutions may be made without prior written approval.

   C. **Exchanges –** If an exchange is required due to bidder error (incorrect processing, defective construction, etc.) the exchange must be completed on an even-exchange basis within **14 calendar** days.

   D. **Delivery -** The awarded proposer is responsible for all delivery charges, regardless of order size. All orders must be delivered and received according to the instructions provided by the ordering department within 30 calendar days of order date.

   - A 10% deduction will be applied to the invoice amount for any order not delivered within the initial 30-day period.
   - An additional 10% deduction will be applied for each order not delivered within 30 days following the expiration of the initial 30-day period.

E. **Invoices -** Invoices must be sent directly to the ordering department.

4. **Logo/Employee Name/Department Printing Requirements**

A. The awarded proposer must be able to apply any of the City of Wyoming logos, in the colors shown on the bid proposal sheet, to all ordered items. The proposer must also specify the method used to apply the logo (e.g., embroidery, screen printing) and provide pricing for all available methods.

B. Upon the department's request, the awarded proposer must also be able to add the employee's name and department.

5. **Account Representative**

A. The awarded proposer must provide designated account representatives for the City of Wyoming account. The proposer is responsible for notifying the City if a new account representative is assigned.

6. **References**

A. All RFP's submitted must include a minimum of three (3) references.

BID/PROPOSAL FORM

Purchase of Uniform Clothing, Cold Weather Gear, & Service Award Items

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 #: 013574209

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

Manufacturers

State below a list of manufacturers available and percentage discount from each published retail price sheet(s) or website pricing for purchase:

Manufacturers	Percentage discount from published retail price sheets	Will the City of Wyoming's discounted pricing be available on the website? (Yes or No)	If no, percentage discount from prices listed on website
Carhartt	40%	Yes	
Port Authority	40%	Yes	
Other (List):			

Websites	Is discounted pricing shown on the website? (yes/no)

ACCOUNT REPRESENTATIVE(S):

Madisyn Boyd
Account Representative Name(s)

877-521-3302
Business Phone

231-250-7289
Cell Phone

madisyn_boyd@unifirst.com
Email

Tanner Christian
Account Representative Name(s)

877-521-3302
Business Phone

616-706-6734
Cell Phone

Tanner_christian@unifirst.com
Email

BID/PROPOSAL FORM, CONTINUED

NEAREST FACILITY LOCATION TO THE CITY OF WYOMING:

STREET ADDRESS	CITY	STATE	ZIP CODE
960 Ken-O-Sha Dr	Grand Rapids	MI	49508

BUSINESS PHONE NUMBER	OTHER PHONE NUMBER	BUSINESS HOURS
877-521-3302		Mon-Fri, 8-5

Is there a retail store at this location? Yes ____ No ✓ If no, if there is a retail location, please provide the location below:

STREET ADDRESS	CITY	STATE	ZIP CODE

BUSINESS PHONE NUMBER	OTHER PHONE NUMBER	BUSINESS HOURS

Method and Pricing to Add the City Logo

List method and pricing to add City Logo:

Method	Bid Price (Each)					
	Shirt	Light/ Medium Duty Jacket	Heavy Duty Jacket	Other (List Item)		
Direct embroidery	$3.00	$3.00	$3.00			
Company emblem	$3.00	$3.00	$3.00			

Logos

Locations and color of logo will be specified by ordering department. Examples below are to be only considered examples for size and style. There is no background color (words only).

CITY OF WYOMING

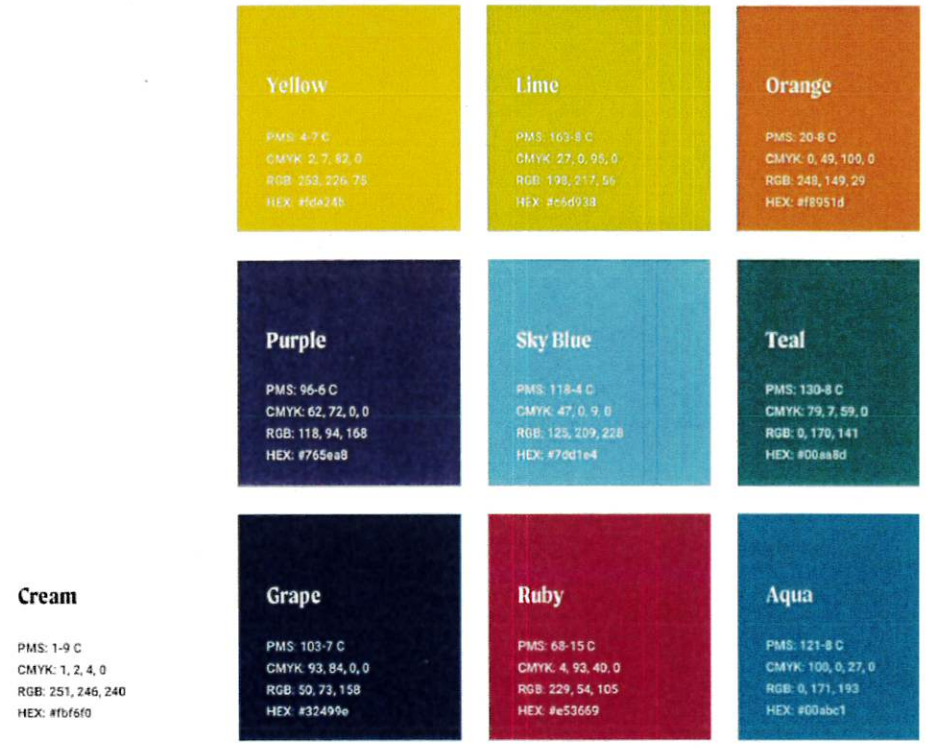
WY MI

WY | MI

Logo Colors



Secondary Colors:



BID/PROPOSAL FORM, CONTINUED

ADDITIONAL SERVICES

List below prices for adding employees first name and/or department if requested by the ordering department:

Item	Method	Bid Price (Each)	
		Employee First Name	Department
Shirt	Direct embroidery/Patch	$1.00	$3.00
Light/Medium Duty Jacket	↓	↓	↓
Heavy Duty Jacket	↓	↓	↓
Hat	↓	↓	↓
Other (List):			

SET UP CHARGES

	Cost to Set Up	One Time Charge to Digitize	Set Up Charges Per Order
Embroidery (NO PATCHES):			
City Logo	$3.00		
Department	$3.00		
Employee Name	$1.00		
Screen Printing:		$50.00	
City Logo	$3.00		
Department	$3.00		
Employee Name	$1.00		

Other (List):			

REFERENCES:

Roscam
Company Name

Bill Ferrier
Contact Name

5353 Broadmoor Ave SE
Street Address

Kentwood, MI 49512
City, State, Zip Code

877-684-2879
Business Phone

877-684-2879
Cell Phone

Bill.Ferrier@roskamfoods.com
Email

Nestle
Company Name

Tiffany Alexander
Contact Name

405 State St.
Street Address

Fremont, MI 49413
City, State, Zip Code

231-928-2000
Business Phone

231-928-2000
Cell Phone

tiffany.alexander@us.nestle.com
Email

Aunt Millies
Company Name

Bob Reisch
Contact Name

807 Palmer Ave
Street Address

Kalamazoo, MI 49001
City, State, Zip Code

269-343-1217
Business Phone

269-343-1217
Cell Phone

rreisch@auntmillies.com
Email

UniFirst Corporation
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Madisyn Boyd
[Printed name and title of person signing]

Tanner Christian
[Printed name and title of 2nd person signing]

Date signed: 3/30/26

960 Wen-O-Sha Dr
[Proponent's street address]

877-521-7289
[Proponent's business phone]

Grand Rapids MI 49508
[City] [State] [Zip]

231-250-7289 and 616-706-6734
[Cell phone number(s) of person(s) signing for proponent]

madisyn-boyd@unifirst.com and tanner-christian@unifirst.com
[E-mail address(s) of person(s) signing for proponent]

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



Purchase of Uniform Clothing, Cold Weather Gear, & Service Award Items

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: UniFirst Corporation
[Name of supplying entity]
A Massachusetts corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
960 Ken-O-Sha Dr.
[Supplier's street address]
Grand Rapids, MI 49508
[Supplier's city, state & zip]

Effective Date means: April 20, 2026.

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor: Unifirst Corp.

By: _____
[Signature officer, director, or principal of Contractor]
Tanner Christian
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4/9, 2026

CITY OF WYOMING | INFORMATION TECHNOLOGY

1155 28th Street SW, Wyoming, MI 49509
616.261.3524 | wyomingmi.gov

STAFF REPORT

Date: April 14, 2026

Subject: Purchase of Power Distribution Units

From: Paul Gerndt, Director of Information Technology

Meeting Date: April 20, 2026

RECOMMENDATION:

It is recommended City Council authorize acceptance of the bid for Power Distribution Units (PDUs) from Rehmann Technology Solutions, Inc. in the amount of $12,630.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, April 7, 2026, the City received four (4) bids for Power Distribution Units (PDUs). 41 invitations to bid were sent to and/or downloaded by prospective bidders. All bids received met specifications and the bid from Rehmann Technology Solutions was lowest.



PDUs are used in data center and network closet applications as a neatly managed means of providing power to devices, such as servers and switches. Managed PDUs increase the number of available electrical outlets and provide utilization data to prevent overloaded circuits and ensure the safe and effective utilization of protected electrical circuits. Managed PDUs also enable remote monitoring of power conditions, reducing onsite troubleshooting time and improving operational efficiency.

TABULATION:

Bidder Name	Unit Price	Total Cost
Rehmann Technology Solutions, Inc.	$ 1,263.00	$ 12,630.00
Tech Advanced Computers	$ 1,322.00	$ 13,220.00
Graybar Electric Company, Inc.	$ 1,359.70	$ 13,597.00
Technology Internati9onal, Inc.	$ 1,603.00	$ 16,030.00

BUDGET IMPACT:

Funds are budgeted in account number 101-228-228-22800-740.201 (General Fund - Information Technology - Operating Supplies.Computer Infrastructure).



BID FOR POWER

DISTRIBUTION UNITS FOR

City of Wyoming

Submitted by:

Ken Zimmer, Principal
Ken.Zimmer@Rehmann.com

Statement of Confidentiality The information in this proposal is confidential and proprietary. It has been made available to the above stated company/person solely for their consideration in evaluation of this proposal. In no event shall all or any portion of this proposal be disclosed or disseminated by the above stated company/person without the express written permission of Rehmann. © 2022 Rehmann All Rights Reserved.

April 1, 2026

Susan Bordewyk
City of Wyoming
1155 28th St
Wyoming, MI 49509
United States

Dear Susan:

We appreciate the opportunity to present the following proposal for services to City of Wyoming, on behalf of Rehmann Technology Solutions, LLC ("Rehmann"). We will leverage our extensive industry and technical experience to help you accomplish your goals.

Rehmann is submitting a solution set based on the specifications from City of Wyoming Bid for Power Distribution Units. The proposed units are the direct, recommended replacement offered by Vertiv. The originally requested units were discontinued by Vertiv. The replacement units quoted offer the same number of outlets and input.

Included within this proposal is the Vertiv product data sheet for additional reference, the City of Wyoming's requested bid documents and a detailed quote from Rehmann Technology Solutions.

When you partner with Rehmann, here's what to expect:

- More than 45 years of experience providing technology solutions
- A solid reputation in the industry
- A collaborative relationship
- A team approach
- An award-winning commitment to our clients

We look forward to hearing from you regarding your decision. In the meantime, please contact us with any questions. Thank you for considering Rehmann.

Sincerely,
Rehmann Technology Solutions, LLC

Ken Zimmer
Principal

WHY PARTNER WITH RTS?

EXPERTISE AND EXPERIENCE

The Challenge: IT moves quickly in today's business landscape. With that, expertise and knowledge are critical to maintaining a healthy IT environment. Attempts to remain aware of the ever-changing rules, regulations, threats, and challenges in IT can be nearly impossible for businesses.

The Resolution: Rehmann Technology Solutions provides several resources with various levels of expertise to proactively manage and reactively solve IT challenges. Our engineers and technicians are required to practice continued education and certifications. This permits Rehmann engineers to solve challenges quickly, identify gaps in infrastructure, and provide IT strategy to encourage a proactive, healthy IT environment.

TIME MANAGEMENT

The Challenge: As IT becomes more complex and more applications are adopted for efficiencies, supporting the IT environment is a constant battle for organizations. Having an IT resource (or several resources) to maintain user support, education, and proactive maintenance for equipment and applications can become extremely expensive. IT resources are focused on reactive care rather than proactive planning.

The Resolution: Rehmann Technology Solutions provides user support to assist users with existing IT challenges and resolve issues with a choice of standard business hours or 24x7x365 support program, depending on your organization's needs. This frees up decision makers and IT resources in your organization to focus on the future. RTS user support and Network Operations Center (NOC) also provides best-in-class response times to issues to ensure your organization's users stay efficient and satisfied with their IT care.

PROACTIVE MAINTENANCE

The Challenge: IT applications and equipment need consistent, continuous monitoring and maintenance. With today's security threats, lack of patching and security management can lead to a catastrophic event. The time and energy to continuously update the IT environment can be expensive and exhausting.

The Resolution: Rehmann Technology Solutions uses state-of-the-art applications and tools to maintain and update the IT environment, including testing patches and updates to reduce the probability of deploying an update that may cause issues and frustrations to users. The Network Operations Center (NOC) monitors and maintains your IT environment in conjunction with a Service Alignment Engineer (SAE) to ensure the best possible maintenance and care. An SAE is an engineer that will be committed to learning your environment and providing reviews for your organization. SAE reviews can take place anywhere from 1 to 12 times per year, depending on your organization's needs.

STRATEGY AND BUDGETING

The Challenge: Looking into the future for the needs of your organization from an IT perspective can be daunting when considering upcoming technologies, flexibility, and compliance.

The Resolution: Rehmann Technology Solutions provides awareness of upcoming IT technology and strategies through Virtual Chief Information Officer (vCIO) reviews that focus on the growth and strategy of your organization and how to budget and consider future needs in IT.

THE IMPORTANCE OF CLIENT SATISFACTION

CLIENT CARE IS OUR PRIORITY

Excellent IT client care involves several key elements, including effective communication, timely response to client inquiries and issues, and a focus on problem-solving. Rehmann Technology Solutions maintains open lines of communication with clients to understand their needs and concerns fully. This includes responding promptly to client inquiries, addressing any issues that arise, and providing regular updates on the status of ongoing projects or service requests.

Rehmann Technology Solutions focuses on problem-solving to resolve client issues quickly and efficiently. This may involve troubleshooting, identifying root causes of issues, and implementing effective solutions to prevent future problems. Service providers should also provide clear and concise instructions to clients on how to use technology and tools effectively.

CLIENT SATISFACTION AWARENESS

IT client satisfaction awareness is the practice of continually monitoring and evaluating client satisfaction with IT services and making necessary improvements to enhance client satisfaction levels. It is an essential aspect of effective IT service management, as client satisfaction is a key indicator of the success of IT service delivery.

To ensure IT client satisfaction awareness, Rehmann Technology Solutions establishes mechanisms to collect feedback from clients regularly. This is accomplished through annual net Promotor Score surveys, individual service request follow-up surveys, and client focus groups. The feedback collected is analyzed and acted upon promptly to address any issues or concerns raised by clients.

Rehmann Technology Solutions is proud to share the following results as part of our client satisfaction awareness:

IT Individual Service Request Follow-Up Survey
IT Service Industry Average: IT Service Industry Average: 16.1 out of 20
Rehmann Technology Solutions 2025 Average Results: 19.8 out of 20

Net Promotor Score
IT Service Industry Average: +36.5
Rehmann Technology Solutions 2025 Results: +73.0

CONSISTENT RESPONSE TIMES FOR USER SUPPORT

In today's fast-paced business environment, where downtime can result in lost revenue and decreased customer satisfaction, response times have become even more critical. Rehmann Technology Solutions ensures that an efficient process is in place to respond to client requests for support or assistance promptly. As a result, Rehmann Technology Solutions is proud to share the following response time results, based on 2024:

IT Average Time to Response for Service Request:
IT Service Industry Average: 1.6 Hours
Rehmann Technology Solutions YTD Average Results: 6.55 Minutes

Rehmann Overview



OFFICE LOCATIONS

Ann Arbor, MI	734.761.2005
Bonita Springs, FL	239.992.6211
Cheboygan, MI	231.627.3143
Detroit, MI	313.202.7400
Farmington Hills, MI	248.579.1100
Grand Rapids, MI	616.975.4100
Grandville, MI	616.222.9200
Jackson, MI	517.787.6503
Jupiter, FL	561.694.1040
Lansing, MI	517.316.2400
Muskegon, MI	231.739.9441
Orlando, FL	407.843.4433
Saginaw, MI	989.799.9580
Stuart, FL	772.283.7444
Toledo, OH	419.865.8118
Traverse City, MI	231.946.3230
Troy, MI	248.952.5000
Vero Beach, FL	772.234.8484

*Securities offered through Rehmann Financial Network, LLC, member FINRA/SIPC. Investment advisory services offered through Rehmann Financial, a Registered Investment Advisor.

At Rehmann, we combine our knowledge and experience to resolve the challenges our clients face. We provide forward-thinking solutions and immerse ourselves into our client's business. At the end of the day, we help our clients achieve their goals.

PROFESSIONAL SERVICE LINES

Advisory & Tax and Assurance

- Tax advisory, compliance and preparation
- Specialized tax focus (R&D, SALT, international, cost segregation, M&A, estate & trust)
- Assurance and financial reporting
- Strategic business planning and advisory

Managed Services and Outsourcing Solutions

- Finance and accounting solutions
- Technology solutions (managed security, IT, cloud and networks)
- Human resource solutions

Specialized Consulting

- Corporate investigations and security
- Business valuation
- Turnaround, restructuring and insolvency
- Litigation support

Wealth Management*

- Asset management and financial planning
- Risk analysis and evaluation of insurance coverage
- Planning and analysis for retirement, estate and education savings

Founded in **1941**

138 Number of principals

850+ Number of associates

170.4 million Total revenue in 2021

INDUSTRIES SERVED

Rehmann serves a wide range of clients. A full list of industries can be found on rehmann.com.

- Manufacturing
- Healthcare
- Private Equity
- Individuals & Private Households
- Financial Services
- Construction
- Not-for-Profit
- Commercial
- Government
- Education
- Cannabis

HLB INTERNATIONAL

Rehmann is an independent member of HLB, the global advisory and accounting network. Founded in 1969, HLB is a global network of advisory and accounting firms. Their commitment to quality and excellence has been the driving force in helping clients grow across borders, offering audit and assurance, tax and a wide range of advisory services. Learn more at https://www.hlb.global/.

Rehmann

YOUR REHMANN TEAM

The core service team for City of Wyoming will include individuals with extensive experience in technology solutions. These professionals not only have the experience providing the services outlined in this proposal, but they also represent management of our firm. Our service philosophy guarantees significant involvement of our executives as part of each client relationship.

REHMANN CLIENT SERVICE PHILOSOPHY

One Team. One Focus. Your Success – Your Rehmann team will have the optimal combination of skills and experience to support your success. Your primary business advisor, Ken Zimmer, will:

- Continually customize a cross-functional team tailored to your current needs that can help meet City of Wyoming goals and objectives for the future.
- Ensure we are meeting and exceeding your needs by identifying and bringing to your attention value-added business solutions.

Provide access to additional resources available within our firm and through our industry networks. Throughout the year you can expect an objective Rehmann advisor to serve as City of Wyoming client ambassador. Your client ambassador will ask for feedback on the quality of our service and about your experience as a Rehmann client to ensure we are doing all that we can to exceed your expectations.

The Rehmann client service delivery model ensures you will have direct access to all members of your Rehmann team.

Biographical resumes of each of the key team members are included on the following pages.



KEN ZIMMER

PRINCIPAL
Technology Solutions

616.957.9803

ken.zimmer@rehmann.com

I take great pride and satisfaction in having a career that allows me to help people on a daily basis. My client relationships and being of help is what makes my job so fulfilling.

CURRENT ROLE

A Rehmann principal, Ken has been a leader in business development efforts for Rehmann's technology solutions group. He serves as a trusted advisor to many clients, providing technology solutions to meet their unique needs. He focuses on staying connected with clients to develop an ongoing understanding of their needs, allowing him to bring proactive ideas to help them succeed.

SERVICE AREAS

- Business development
- Practice growth
- Product and service development
- Client ambassador
- Entrepreneurship
- Networking

EXPERIENCE

Ken has over 23 years of experience in the technology industry and has earned numerous technology certifications to help serve clients through a range of technology solutions. Throughout his career, he received frequent recognition as salesperson and employee of the month. Ken leverages his expertise to present on technology solutions and how to build an effective sales team.

A CLOSER LOOK

- Ken has helped numerous clients transition to managed IT services – from system cleanup to data migration and network infrastructure simplification.
- Continually expanding his professional network, Ken is the current President of the OPDA Technology Alliance and chair of the Kent Career Technical Center Technology Advisory Committee.
- Frequently, Ken leverages his expertise to present on technology solutions and how to build an effective sales team.
- Ken is actively involved in his community through volunteer work with local schools and sports teams, including Kent ISD Groundhog Shadow Day, helping students achieve their career goals.



KIMBERLY ST JOHN

COORDINATION TEAM MANAGER
Technology Solutions

616.301.6454

kimberly.stjohn@rehmann.com

Northwood University
Bachelor of Business Administration

Certifications
ITIL Foundation

In everything I do, I keep our clients in mind, making sure we are able to provide the most forward-thinking and proactive business solutions.

CURRENT ROLE

Kim is dedicated to providing an exceptional customer experience and customer service. While managing projects from kick-off to completion, she serves as a primary contact for clients, keeping all key stakeholders informed of progress. She assists with project quoting, resource coordination and general communication.

SERVICE AREAS

- Project management
- Customer service
- Process development

EXPERIENCE

Kim has significant experience working for a managed solutions provider as an operations and project manager. She has held several roles throughout her career, giving her a broad perspective, including: helpdesk, accounting assistance, purchasing agent and administrative manager.

A CLOSER LOOK

- Kim is continually seeking to expand her knowledge, planning to pursue further certifications over the next few years.

TOTAL INVESTMENT

DESCRIPTION	
Vertiv Power Distribution Units, Quantity (10)	$12,630.00
TOTAL	$12,630.00

I hereby agree to the scope of services outlined in this proposal for the investment amount stated above:

Susan Bordewyk

Signature Date

Ken Zimmer

04/01/2026

Signature Date



TRANSPARENT BILLING

All invoices received by City of Wyoming will be detailed to ensure you have a clear understanding of the services being billed – if there's anything left to question, our team will be there to address it.
If it is determined that services are required beyond the scope of the proposed engagement, we will discuss this with City of Wyoming prior to beginning any work in order to ensure agreement on scope and fees, which will be determined based on the amount of professional time and the level of personnel required to complete the project.

HOURLY RATES

For any services that are out of the scope of this proposal, or separate engagements that may develop, the information below can be referenced as to our professional fees.

Rate Categories	Technician / Coordination	Engineer / Project Management	Incident Response	Consultant / Architect
Standard hours (6 AM - 6 PM)	$180	$243	$364.00	$328
After hours & weekends	$270	$364.50		$492
Holidays	$450	$607.50	$910.00	$820

Billing Hours: 15-minute minimum, 15-minute increments.

Travel Fee: Half the professional's hourly rate for local travel. Extended travel may incur additional billing and expenses.

Rehmann Observed Holidays: New Year's Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

NEXT STEPS

Thank you for the opportunity to propose services to City of Wyoming. We are confident Rehmann will meet and exceed your expectations. Please contact us with any questions you may have.

Ken Zimmer | 616-957-9803 | ken.zimmer@rehmann.com

PEACE OF MIND

FORWARD-THINKING

CONFIDENCE

TRUSTWORTHY

GUIDANCE

COLLABORATION

BUSINESS SOLUTIONS

RELENTLESS SERVICE

EMPOWER YOUR PURPOSE

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EMPOWER YOUR PURPOSE

Vertiv™ PowerIT rPDU

OVERVIEW

Upgradeable Switched Outlet Level Monitored rPDUs provide reliable power distribution to critical IT equipment while delivering individual outlet level control and a comprehensive view of outlet level power usage via remote network access. Includes environmental monitoring capabilities to obtain real-time environmental metrics. With the PowerIT Upgradeable hot-swap technology, users may easily update the rPDU technology with the addition of the appropriate Interchangeable Monitoring Device (IMD) as business needs change.

Benefits

- Remotely reboot outlets to power cycle unresponsive IT equipment or increase runtime of critical equipment upon power failure with outlet-level control.
- Reliable power distribution with local and remote outlet-level power monitoring options offer quick access to critical power usage information down to the device level to evaluate energy usage trends and maximize uptime.
- Environmental monitoring capabilities with the addition of optional environmental sensors ensure users have critical infrastructure data at their fingertips to prevent climate-related equipment failure and system downtime.
- Fault-Tolerant Daisy Chaining with RSTP simplifies intelligent rPDU connectivity and ensures data is reported even when a break in the network chain occurs. Supports up to 40 rPDUs.





Part #: VP7N21A0

Model Number: MNU5M1R5-12S203-2ST5A0H10-S
Category: Switched
Sub Category: Outlet Level Monitoring
Power Configuration: 20A, 120V, 1.9kW
Physical Configuration: 19in / 483mm, Horizontal

Product Summary: rPDU, Switched Outlet Level Monitoring EC, 20A, 120V, 1.9kW, Horizontal, (12) NEMA 5-20R, 10ft / 3m power cord with 5-20P, Black Powder Coat.

Monitoring: Input and Outlet power monitoring with Outlet switching. Environmental monitoring via optional remote sensors. Daisy chain ethernet connectivity. Local high visibility display.

Plug Form:



5-20P

Receptacle:



NEMA 5-20R
(Quantity: 12)

Chassis Color Options:

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- Daisy-chain up to 50 devices on a single IP address and reduce deployment time with self-configuration of downstream devices.



To discuss color options, contact your local sales representative.

Product Specification and Options

System Features	
Monitoring	Input and Outlet power monitoring with Outlet switching. Environmental monitoring via optional remote sensors. Daisy chain ethernet connectivity. Local high visibility display.
Input Monitoring	Phase (A) Monitoring (kWh, W, VA, PF, V, A) Power Measurements Compliant with ANSI C12.1 and IEC 62053-21 at 1% Accuracy Class Requirements
Outlet Monitoring	Outlet Monitoring (kWh, W, VA, PF, V, A) Power Measurements Compliant with ANSI C12.1 and IEC 62053-21 at 1% Accuracy Class Requirements.
Remote Power Management	Individual Outlet Switching with Optional User Defined Time Delays and Sequential Power-up
Quantity Of Inputs	1
Voltage	100-120V
Current	20A
VA per Input (Load Capacity)	1.9kW (120V)
Frequency	50/60Hz
Over Current Protection	None
Switch	No
LCD Touchscreen Display / Auto Oriented	Yes
Indicators - LED(s)	12
Power Cable Wire Gauge	12/3
Power Cable Length	10ft / 3m
Power Entry Location	Rear
Plug Type	NEMA 5-20P
Receptacle/Socket Type #1	NEMA 5-20R
- Quantity on Rear	12
- Style	Individual
- Voltage per Receptacle/Socket	120V
Network Connection	Dual 10/100/1000Mbps Ethernet
Protocols Supported	DHCP, HTTP, HTTPS, IPv4, IPv6, LDAP, NTP, RADIUS, RSTP, SSH, SMTP, SNMP (v1/v2c/v3), Syslog, TACACS+, Modbus TCP
Data Access Formats	CSV datalog, JSON API, JSON datalog
USB Support	Yes
IP Reset Button	Yes
Hard Reboot Button	Yes
Serial Connection	RS232 via RJ45
Remote Sensor RJ Connection Jacks	1 (Supports up to 16 Sensors)
Maximum Operating Temperature	60C / 140F

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Heavy Steel - Powder Coat Finish	Black
Configuration	19in / 483mm Horizontal Rackmount
Adjustable Mount Brackets	Yes
Country of Origin	USA, TAA Compliant and Buy American Act COTS Compliant
Product Warranty	5-year limited warranty
Certification/Agency Approvals	UL & c-UL Listed 62368-1
Certification/Agency Approvals	RoHS Compliant
Certification/Agency Approvals	FCC Part 15 Class A Conformance
Chassis Dimensions (HxWxD)	1.72in x 17in x 12in / 44mm x 432mm x 305mm
Shipped Weight	10lbs (4.54kg)

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BID/PROPOSAL FORM

POWER DISTRIBUTION UNITS

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?	X	
If yes, DUNS #: 11-634-6193		

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

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

Rehmann Technology Solutions LLC

POWER DISTRIBUTION UNITS

State bid price for the power distribution units, delivered to Wyoming City Hall, 1155 28th Street SW, Wyoming, MI 49509, as per the bid specifications contained herein.

Make / Model	Warranty	Price per unit
Vertiv Geist rPDU MNU5M1R5-12S203-2ST5A0H10-S 12-Outlets PDU Part # VP7N21A0	5-year limited warranty if registered within 120 days of purchase, otherwise warranty defaults to 3 years	$1,263.00
	QUANTITY	**X 10**
	TOTAL BID	$12,630.00

Rehmann Technology Solutions LLC
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

John Greko
[Signature for proponent]

[2nd signature for proponent]

John Greko Director of Finance
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 04/06/2026

2330 East Paris Ave SE
[Proponent's street address]

616-222-9200
[Proponent's business phone]

Grand Rapids MI 49546
[City] [State] [Zip]

616-334-1857
[Cell phone number(s) of person(s) signing for proponent]

John.greko@rehmann.com
[E-mail address(s) of person(s) signing for proponent]

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

POWER DISTRIBUTION UNITS
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: Rehmann Technology Solutions
[Name of supplying entity]
A Michigan LLC
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
2330 East Paris Ave SE
[Supplier's street address]
Grand Rapids MI 49546
[Supplier's city, state & zip]

Effective Date means: April 6, 2026

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

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

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

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

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.

2. City will pay the Contractor in accordance with the RFP and Proposal.

3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Gregory T. Stremers, City Attorney

Contractor: Rehmann Technology Solutions

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

Date signed: 04/06, 2026

Rehmann

Vertiv Power Distribution Units, Qty 10 (2026 Bid Response)

Quote #RTSQ094317 v1



Prepared For:

City of Wyoming
Susan Bordewyk
Attn: Jodi Yenchar Finance Director
1155-28th St SW
Wyoming, MI 49509
P: (616) 249-3478
E: susan.bordewyk@wyomingmi.gov

Prepared by:

Rehmann Technology Solutions
Ken Zimmer
P: 616.957.9803
E: ken.zimmer@rehmann.com

Date Issued:
04.03.2026
Expires:
04.30.2026

Vertiv Power Distribution Units, Qty 10

Description	Price	Qty	Ext. Price
Vertiv Geist rPDU MNU5M1R5-12S203-2ST5A0H10-S 12-Outlets PDU - Switched - NEMA 5-20P - 12 x NEMA 5-20R - 120 V AC - Network (RJ-45) - 10 ft Cord Length - Horizontal - Rack-Mountable 5-year limited warranty if registered within 120 days of purchase, otherwise warranty defaults to 3 years	$1,263.00	10	$12,630.00
		Subtotal:	**$12,630.00**

Terms and Conditions

Prices do not include shipping charges, fees, insurance, or applicable taxes. Unless noted, prices do not include labor or install charges. Payment terms are governed by the Master Services Agreement or if one has not yet been executed, the Terms and Conditions of this Quote.

This Quote constitutes an offer which may be accepted on the terms and conditions stated herein and is subject to any specifications, drawings, or additional terms by reference thereto or pursuant to any attached document. Any inconsistent terms or conditions contained in any form other than this Quote shall be of no force or effect. Any reasonable form of expression of acceptance by Buyer shall constitute acceptance exclusively of the terms and conditions stated in this Quote. Any monthly payment information provided is a proposal and is subject to credit approval. The proposal may provide an approximate monthly payment for hardware, software and services based upon the contract type and term in months. Any change in the amount financed will change this information. Pricing is valid for 15 days from the date the quote is initiated, except in the event that the provisioning manufacturer increases Rehmann's costs to impose on Rehmann any applicable price increase or tariff which goes into effect between the quote date and the date the quote is signed, in which case the applicable price to Client shall be automatically increased to pass along to the Client such increase.

To the extent any service items or changes contained in this quote amend any existing agreement provision or provided services between Rehmann and Client, such agreements are hereby amended by the signing of this quote. In all other regards, the original terms and conditions of such agreements shall remain in full force and effect until the expiration date(s) of their current term(s). Nothing contained in this quote shall be deemed to have amended any terms of either the Master Service Agreement or any Addendum.

If Client commits to purchase Rehmann Endpoint Protection Services via signing this Quote, then in addition to the terms and conditions contained herein, Client hereby agrees to and accepts the terms and conditions governing Client's use of such services, which are incorporated herein by reference and available at:

https://www.carbonite.com/terms-of-use/carbonite-general-enterprise-terms-of-service.

If Client commits to purchase any Microsoft-hosted Online Services ("Microsoft Online Services"), including Office 365 Services and Microsoft Azure Services, by signing this Quote, then in addition to the terms and conditions contained herein, Client hereby agrees to and accepts the Microsoft Customer Agreement governing Client's use of Microsoft Online Services, which is incorporated herein by this reference and available at https://www.microsoft.com/licensing/docs/customeragreement.

If Client commits to purchase any Duo multi-factor authentication products, including Duo MFA, Duo Access, and Duo Beyond (the "Duo Products"), by signing this Quote, then in addition to the terms and conditions contained herein, Client hereby agrees to and accepts the Duo Service Terms and Conditions governing Client's use of Duo Products, which are incorporated

QUOTE SUMMARY	Amount
Vertiv Power Distribution Units, Qty 10	$12,630.00
Total:	**$12,630.00**

Taxes, shipping, handling and other fees are not included and may apply. We reserve the right to cancel orders arising from pricing or other errors.

Rehmann

Acceptance

Rehmann Technology Solutions	City of Wyoming
Ken Zimmer	Susan Bordewyk
Signature / Name	Signature / Name Initials
04/03/2026	
Date	Date