



AGENDA
WYOMING CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, NOVEMBER 3, 2025, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Rick South, Abundant Life Church of God
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 October 20, 2025, Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
- 8) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Literacy Day – November 14, 2025
- 10) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 11) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 12) Budget Amendments**
- 13) Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
 - a) To Reappoint Renee Hill as a Representative of the City of Wyoming to the Kent County Interurban Transit Partnership Board
- 14) Resolutions**
 - b) To Authorize the City Manager to Execute an Employment Agreement with the Fire Chief

- c) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 7)

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

- d) For the Purchase and Installation of Conference Room Furniture
- e) To Authorize the City Manager and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Construction of Dual Left Turn Lanes at Byron Center and 56th Street
- f) To Accept a Proposal for Engineering Services
- g) To Amend the Estimated Cost for Engineering Testing Services
- h) To Accept a Proposal for Water Transmission Main Condition Assessment Services
- i) For Award of Bid
 - 1. HVAC Supplies
 - 2. Gravel
 - 3. Blast Furnace Slag
 - 4. Gate Valves

16) Ordinances

17) Informational Material

18) Acknowledgment of Visitors

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

19) Closed Session (as necessary)

20) Adjournment

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

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

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

PROCLAMATION

RECOGNITION OF LITERACY DAY

November 14, 2025

WHEREAS, literacy is the foundation of learning, empowering individuals to communicate, think critically, and participate fully in society; and

WHEREAS, reading and writing are essential skills that open doors to education, employment, and lifelong opportunity; and

WHEREAS, strong literacy skills strengthen families, communities, and our shared democracy by fostering understanding, empathy, and informed citizenship; and

WHEREAS, it is vital to support programs and initiatives that promote literacy for all ages, backgrounds, and abilities, ensuring that every person has the opportunity to develop the skills needed to read, write, and thrive; and

WHEREAS, educators, librarians, families, and community partners play a crucial role in nurturing a love of reading and learning; and

WHEREAS, November 14, 2025, is designated as a day to celebrate literacy and renew our commitment to building a world where everyone can experience the power and joy of reading; and

NOW, THEREFORE, I, Kent Vanderwood, Mayor of the City of Wyoming, Michigan do hereby proclaim November 14, 2025, to be

LITERACY DAY

in the City of Wyoming and encourage all citizens to engage in activities that promote reading, writing, and lifelong learning.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT RENEE HILL AS A REPRESENTATIVE OF THE CITY OF
WYOMING TO THE KENT COUNTY INTERURBAN TRANSIT PARTNERSHIP BOARD

WHEREAS:

1. The City of Wyoming is entitled to representation on the Kent County Interurban Transit Partnership Board.
2. The term of Renee Hill as a Wyoming representative on the Interurban Transit Partnership Board expires on December 31, 2025.
3. It is the desire of the Wyoming City Council to reappoint Renee Hill as a Wyoming representative to the Kent County Interurban Transit Partnership Board for a two-year term expiring December 31, 2027.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Renee Hill as a member of the Kent County Interurban Transit Partnership Board as the City's representative for a two-year term expiring December 31, 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 November 3, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN EMPLOYMENT
AGREEMENT WITH THE FIRE CHIEF

WHEREAS:

1. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
2. The City Manager desires to appoint Dennis Van Tassell as the Fire Chief and recommends City Council approve the employment agreement the City Manager has negotiated.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council approves the employment agreement and authorizes the City Manager to execute the agreement.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held November 3, 2025.

Kelli A. VandenBerg, City Clerk

ATTACHMENT:

Employment Agreement

Resolution No. _____

CITY OF WYOMING
EMPLOYMENT AGREEMENT – FIRE CHIEF

This Employment Agreement is made as of November 4, 2025, to be effective on August 21, 2025, between the City of Wyoming, a municipal corporation of 1155 28th St SW, Wyoming, WY 82409 (**City**), and Dennis Van Tassell, an individual whose current home address is as provided in the employment application (**Employee**).

1. TERM. City employs and appoints Employee as its Fire Chief effective on August 21, 2025, though the departmental assignment and position title may change in the discretion of the City Manager. Employee acknowledges that the Fire Chief serves at the pleasure of the City Manager, who may terminate Employee's employment and appointment for any reason at any time. City and/or its Mayor, Council, City Manager, or other persons or entities may, due to Employee's employment and appointment as Fire Chief, appoint Employee to serve on boards, commissions, committees, or bodies. When Employee's employment as Fire Chief ends for any reason, Employee's appointment to and service on those other boards, commissions, committees, or bodies shall also terminate.

2. PERFORMANCE. Employee shall perform the duties of Fire Chief in a competent and professional manner and as set forth in the City Charter, City Code, City policies and procedures, and applicable law. A job description has been provided to Employee that the City may periodically revise with notice to Employee. Employee shall report to and be supervised by the Director of Public Safety or their designee.

3. SERVICE DATE. Employee's initial date of hire was December 13, 1999, and Employee's adjusted benefit date of service with City is April 10, 2002. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the date of service.

4. COMPENSATION. Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code, and paid in accordance with City payroll procedures.

5. BENEFITS. Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision, and life insurance plans, holidays, vacation, sick leave, sick leave incentive, bereavement leave, jury duty, personal leave days, educational benefits, longevity pay, payout of accrued benefits upon separation from employment, and other benefits as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated in this Agreement.

A. Employee shall be covered under the same retirement plan as provided to employees in the Wyoming Fire Fighters Associated (based on an adjusted hire date of April 10, 2002).

B. Employee shall be eligible for the Deferred Retirement Option Plan in effect for Police Command employees.

6. TERMINATION. This Agreement and Employee's employment pursuant to it may be terminated as follows:

A. By Employee's resignation: Employee shall give written notice of Employee's resignation at least 30 days before its effective date. If Employee fails to do so, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

B. By the City Manager because Employee (i) failed to substantially perform Employee's job duties (ii) committed misfeasance, malfeasance, or nonfeasance in Employee's position, (iii) engaged in criminal misconduct, (iv) is convicted of any felony, (v) is convicted of a misdemeanor involving bodily harm or dishonesty, or (vi) performed a deliberate wrongful act: In such circumstances, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits.

C. By the City Manager, other than as provided in subsection B of this section: If such action is taken, City shall pay Employee, in addition to any other amounts to which Employee is entitled under this Agreement, an amount equal to 6 months of Employee's base salary. That severance pay will be paid to Employee over a 6-month period by checks issued on regular City paydays and will have appropriate amounts withheld. Employee's insurance (health, dental, vision, and life) shall continue to be paid by City for the same period. However, if Employee secures another position of equal or greater pay during the 6-month period, City's obligation to make severance payments and continue insurance will cease. If Employee takes another position at less pay during the 6-month period, City's obligation will be limited to the difference in pay for the balance of the 6-month period. "Another position" includes employment, self-employment, independent contracting, or compensation from any source. This severance pay and benefits will be paid to Employee only if Employee signs a waiver and release of all claims in a form satisfactory to City.

D. Upon termination of Employee's employment, Employee shall arrange for the immediate and orderly transfer of Employee's office and City-owned personal property, records, documents, and other items in Employee's possession. Employee shall also resign from any other positions to which Employee was assigned or appointed due to Employee's employment by City. Employee agrees that when Employee's employment ends, Employee must pay any expenses or other amounts that Employee may owe to City at that time. Employee authorizes City to deduct any amount owed from any wage or benefit payments that may be due to Employee.

E. Nothing in this Agreement shall prevent, limit, or otherwise interfere with City's right to terminate the services of Employee at any time and for any reason, subject only to the provisions set forth in this section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from Employee's position with City, subject only to the provisions in this section.

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and is the sole Agreement of the parties regarding Employee's employment by City. Except as otherwise specifically stated in this Agreement, this Agreement supersedes and replaces all other representations and agreements whether oral or written. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Employee or to the employment relationship between Employee and City. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. INDEMNIFICATION. City shall hold Employee harmless from, indemnify Employee for, and defend Employee against any tort, professional liability claim, demand, and/or legal action, lawsuit, or other proceeding, whether groundless or not, arising from Employee's duties as Fire Chief.

10. BONDS. City will pay for any fidelity or other bonds required of Employee under applicable laws or ordinance related to any of Employee's duties as Fire Chief.

11. APPLICABLE LAW. This Agreement is to be interpreted, enforced, and performed under Michigan law.

12. ASSIGNMENT. Neither party may assign any rights, duties, or interests in this Agreement without the prior written consent of the other party.

13. JURISDICTION AND VENUE. To the extent permitted by law, jurisdiction and venue for any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Kent County, Michigan.

14. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogees, successors, and assigns.

15. SHORTENED LIMITATIONS PERIOD. Employee agrees that any lawsuit or claim against City arising out of Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. Employee waives any statute of limitations that exceeds this time limit.

City of Wyoming

Dennis Van Tassell

By: _____
John Shay, City Manager

Date signed: _____, ____

Date signed: _____, ____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT KENT COUNTY VETERANS TREATMENT
COURT FUNDS AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court requested the amount of \$100,000 from the Veterans Services Millage [County of Kent] that will be used toward the administration, supervision, and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$100,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$100,000 from the Veterans Service Millage [County of Kent].
2. That Court Administrator Christopher Kittmann serves as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the Veterans Affairs Committee [County of Kent].
3. The Wyoming City Council hereby authorizes the attached Budget Amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 3rd, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Extension of Joint Endeavor Agreement

Resolution No. _____

Staff Report

Date: October 9, 2025

Subject: Veterans Treatment Court – Kent County Millage Grant

From: Christopher Kittmann, Court Administrator

Meeting Date: November 3, 2025

RECOMMENDATION:

It is recommended that the City Council accept the amount of \$100,000.00 from the Kent County Veterans Millage to be utilized towards the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

During the past 11 years The Council has been in full support of the Veterans Treatment Court. The program continues to assist 20-25 veterans per year. This is the only such program in Kent County. The program is financially supported via the State Court Administrators Office grant, along with funds from the Kent County Veterans Affairs Office, with additional funds coming from the Friends of the Kent County Veterans Treatment Court.

The primary mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

BUDGET IMPACT:

The City of Wyoming will incur no costs as a result of these funds being accepted.

Attachment:

Budget Amendment prepared by Finance Department
Extension of Joint Endeavor Agreement

CITY OF WYOMING BUDGET AMENDMENT

Date: November 3, 2025

Budget Amendment No. 007

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$100,000 of budgetary authority for expenses related to the Veteran's Treatment Court and recognize the associated Kent County grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
State Grants - State/County Misc Grant Reimbursement (Project: Court MI Veteran)				
101-540.001	\$ 54,831.00	\$ 100,000.00		\$ 154,831.00
District Court - District Court Probation - Temporary Salaries (Project: Court MI Veteran)				
101-286-29500-707.000	\$ 34,296.00	\$ 70,000.00		\$ 104,296.00
District Court - District Court Probation - FICA (Project: Court MI Veteran)				
101-286-29500-715.000	\$ 14,995.00	\$ 11,500.00		\$ 26,495.00
District Court - District Court Probation - Workers Comp Insurance (Project: Court MI Veteran)				
101-286-29500-719.000	\$ 1,708.00	\$ 900.00		\$ 2,608.00
District Court - District Court Probation - Insurance Liability (Project: Court MI Veteran)				
101-286-29500-960.000	\$ 2,272.00	\$ 1,800.00		\$ 4,072.00
District Court - District Court Probation - Professional Services (Project: Court MI Veteran)				
101-286-29500-801.000	\$ 17,451.00	\$ 15,800.00		\$ 33,251.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ -	

Recommended: Kyle
Senior Accountant

City Manager

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

Motion carried: Yes _____, No _____

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

City Clerk

PURCHASE ORDER

VENDOR INFORMATION

Name /Address:
VC001176
CITY OF WYOMING
PO BOX 908
WYOMING MI 49509-0908

Contact:
TREASURY DEPT
6165307201
Treas_info@wyomingmi.gov

Purchase Order Number:

PO 689 260046

Order Date:

10/02/25

Version Number: 1**Phase:** Final**Payment Terms:** Net 7, 0.0000%**Order Total:** \$100,000.00**Requisition Number:** 51132**PROCUREMENT CONTACT INFORMATION**

Amy LaBudde

616-632-7720

amy.labudde@kentcountymi.gov

ORDER SUMMARY

Ship To: Kent County Veterans Services
836 Fuller Avenue NE
Grand Rapids MI 49503

Bill To: Kent County Fiscal Services
300 Monroe Avenue NW
Grand Rapids MI 49503

Delivery Date: 09/30/26**E-mail invoices only:** fsfiscal@kentcountymi.gov**Shipping Method:** Best Way**Payment inquiries phone:** (616) 632-7670**Delivery Type:** Standard Ground**Confirmation Order:** No**FOB:** FOB Dest, Freight Prepaid**Shipping Instructions:** ATTN: Ryan Grams**Billing Instructions:** Per attached Extension of Agreement

Line Item	Commodity Code	Quantity	Unit	Description	Unit Price	Total Price
1	106	0.00000		Consulting Services: Health	\$0.00	\$100,000.00
FY 26 Contract Extension for 62A Veterans Court						

TERMS AND CONDITIONS

Contract: Please be advised that the order is stipulated that your firm enters into a contract with and acceptable to Kent County. Your firm is not authorized to begin work until a valid contract is executed. Please sign and return the attached contract to the Kent County Purchasing Division by email to purchasing@kentcountymi.gov. Absent of other agreement with Kent County, we expect the contract will be provided to the Kent County Purchasing Division within five business days.

VENDOR ACKNOWLEDGMENT AND INSTRUCTIONS

By filling this Purchase Order, the vendor agrees to Kent County Terms and Conditions which are located at:

<https://www.kentcountymi.gov/DocumentCenter/View/1545/Purchasing-Standard-Terms-and-Conditions-PDF>

Kent County is a Tax Exempt Organization. Tax Exempt ID: 38-6004862

All shipments, shipping documents, invoices, and correspondence must be identified with the Purchase Order Number.

Original invoices accepted by e-mail to fsfiscal@kentcountymi.gov

COMMODITY / ACCOUNTING LINE INFORMATION

Comm Line	Acct Line	Fund	Sub-Fund	Dept	Unit	Sub Unit	Object	Sub-Object	Program	Program Period
1	1	293	1000	689	1000		9670	1000		



Joni Laming, Purchasing Manager

PURCHASE ORDER

Page Number: 1 of 1

Date Printed: October 02, 2025

**EXTENSION OF AGREEMENT BETWEEN COUNTY OF KENT, 62A DISTRICT COURT,
AND THE CITY OF WYOMING FOR KENT COUNTY VETERANS TREATMENT COURT SERVICES**

This Extension of Agreement is made and entered into by and between the County of Kent, 300 Monroe Avenue NW, Grand Rapids, Michigan 49503 (hereinafter referred to as "County"), the 62A District Court, 2650 DeHoop Avenue SW, Wyoming, Michigan 49509 (the "District Court"), and the City of Wyoming, ("the City") 2650 DeHoop Avenue SW, Wyoming Michigan 49509.

Recitals

- A. The District Court, the City, and County entered into an Agreement for Veterans Treatment Court effective January 1, 2023, and expiring on September 30, 2023 (the "Agreement"); and
- B. The District Court, the City, and County wish to extend the Agreement; and
- C. The Original Agreement allows the parties to extend the term of the Agreement upon mutual written agreement;
- D. The parties extended the term of the Agreement through September 30, 2025.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties, with the intent to be legally bound, agree as follows.

- 1. Extension of Original Agreement: The term of the Agreement shall now be extended through 11:59 p.m. on September 30, 2026.
- 2. Modification of Terms: Section 3 of the original Agreement is modified to read as follows:

In consideration of the services to be rendered by the Court under this Agreement, the County agrees to pay to the City a total sum of \$100,000.00. Payment shall be made in quarterly installments of \$25,000.00 at the conclusion of each of the four calendar quarters covered by this Agreement, meaning December 31, 2025, March 31, 2026, June 30, 2026, and September 30, 2026. The County shall pay within thirty (30) days of receipt of a detailed request for reimbursement, including statistics required in Exhibit A-1 of the original Agreement. The City will use the funds paid by the County to fund the services provided by the District Court.

- 3. Incorporation and Ratification of Terms: In all other respects, including compensation and scope of work, the undersigned hereby ratify and confirm the Agreement as originally drafted and executed by the parties.

SIGNATURES ON NEXT PAGE

In witness whereof, each party to this Extension of Agreement has caused it to be executed on the date(s) indicated below.

County of Kent

By: Joni Laming
Joni Laming
Purchasing Manager

Date: 10/3/2025 | 5:42 AM EDT

Approved as to form:

Jeannine Bolhouse
Jeannine Bolhouse
Assistant Corporate Counsel

City of Wyoming

By: John Shay
John Shay
City Manager

Date: 10/2/2025 | 9:35 AM EDT

62A District Court

By: Chris Kittman
Chris Kittman
62A District Court Administrator

Date: 10/2/2025 | 8:43 PM EDT

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE AND INSTALLATION OF
CONFERENCE ROOM FURNITURE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase and installation of new conference room furniture for the Police Department's Detective Bureau from Interphase Interiors using the State of Michigan (MiDEAL) contract pricing in the total estimated amount of \$24,606.63.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase and installation of new conference room furniture for the Police Department's Detective Bureau.
2. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 3, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

Staff Report

Date: October 22, 2025

Subject: Detective Bureau Conference Room Furniture Purchase

From: Troy Rinks, Facilities Maintenance Foreman

CC: Aaron Vis, Director of Public Works

CC: Kip Snyder, A/Director of Public Safety

Meeting Date: November 3, 2025

RECOMMENDATION:

It is recommended that the City Council approve the purchase and installation of new conference room furniture, including a modern conference table with integrated power access and new seating, for the Police Department's Detective Bureau from Interphase Interiors for \$24,606.63 using MiDEAL Contract #240000000497.

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 existing conference room table and chairs in the Detective Bureau are over 20 years old and have reached the end of their useful life. The furniture shows significant wear and no longer meets the functional requirements of a modern work environment.

The Detective Bureau conference room is regularly utilized by multiple departmental divisions and occasionally by the Prosecutors Office for major case briefs, meetings, interviews, and interagency coordination. Functional, comfortable, and technology-ready furniture is essential to support these operations efficiently. The replacement furniture will include a conference table designed with integrated power and data connections to support the technology used in the Bureau's daily operations. This integration will enhance productivity and allow for more effective use of laptops, presentation equipment, and other digital tools.

Updating this space will not only improve functionality and appearance but will also provide a more professional environment for collaborative investigative and administrative work.

Facilities staff worked with Police staff and a furniture designer to define and design seating and table space functionality to work efficiently in that space. A design recommendation and quotation were obtained from Interphase Interiors; a preferred Haworth retailer located in west Michigan and who has completed many of the office remodeling projects done at the Police Department building. Products proposed can be purchased using the MiDEAL Extended Purchasing Program titled Haworth Comprehensive Ergonomic & General Office Seating, Contract #240000000497. The estimated cost for the purchase of new chairs is \$24,606.63 and can be ordered once approved by the City Council.

Once approved, the project will be managed by the Facilities Department in coordination with the Police Department, with delivery and installation completed by December of 2025.

BUDGET IMPACT:

Sufficient funds exist in the Public Safety, Capital Outlay Account 205-301-30610-975.000.

Attachments:

Contract

MiDeal Haworth Contract No. 240000000497





INTERPHASE
INTERIORS

Interphase Interiors

415 Leonard ST NW Suite 110
Grand Rapids, MI 49504
Phone: 616-245-0800 Fax: 616-245-3974

8/28/2025

Quote #

Sold To:

WYOMING POLICE DEPARTMENT
2300 DEHOOP AVENUE SW
WYOMING MI 49509

Contact:

Email:

Ship To:

IPI INSTALL/WAREHOUSE
2740 29TH ST SE DOCK #3 & #4
GRAND RAPIDS MI 49512

Contact JOSH DURKEE/JOSH HANSEN

Email: 616-245-0800

CITY OF WYOMING PD -DETECTIVE'S CONFERENCE ROOM FURNITURE QUOTE 8.27.2025

Sales Person: CATHY CLICK

Item	Qty.	Product	Price	
			Unit	Extended
DETECT CONF				
1	18	SJTX-30-401A5A	\$733.64	\$13,205.52
DETECT CONF		Soji Task XL,Faux L St,Knit Bk,Hgt Adj Arms,No Lum,Bk Lk,Adj Seat,Plst Bs,Hrd Cstr,Asmb		
Seating				
		Seat 1 Color (XJ) Wellington		
		(XJ-BL) Wellington - Black, GRADE A		
		(XT) Soji Knit		
		Back 1 Color (Inside) ,XT-1 Soji Knit - Carbon, GRADE A		
		Trim Color ,TR-F Black, GRADE A		
		Base Color ,TR-F Black, GRADE A		
3	3	EUC1-PJ0P-200001	\$322.61	\$967.83
DETECT CONF		FTU with Smooth bezel, 1sd, Corded - Straight,10ft.,2 Recpt,0 Dual Usb-A,0 Usb-c18w,0 Usb-c60w,0 Data port,1 Cable bay (2 ports)		
Electric				
		Tech Surface Color 1A ,TR-PM2 Midnight Black, GRADE A		
6	12	TA01-JT09	\$4.91	\$58.92
DETECT CONF		Planes,Conference,J-channel tray,9"W		
Structure				
10	3	TACD-0900-PF4	\$894.19	\$2,682.57
DETECT CONF		Planes,Column Base,Flat,Painted,9"W,28"H		
Structure				
		Base Color 1A ,TR-K Charcoal, GRADE A		
15	2	TAJC-9800	\$423.19	\$846.38
DETECT CONF		Planes,J-Channel,98"W		
Structure				

Item	Qty.	Product	Price	
			Unit	Extended
21	3	TAPL-2409-SA	\$310.46	\$931.38
DETECT CONF		Planes,Column Plate,Square,24",Painted		
Structure				
		Base Color 1A ,TR-K Charcoal, GRADE A		
28	1	TARA-42T0-LJSFBNNN	\$2,189.03	\$2,189.03
DETECT CONF		Planes,Top,Rt,Lam,42"x270",EB3,Std,Co:1Sd/4 Opn/Cntr,Col Str		
Tables				
		Worktop Surface Color ,H-C09 Williamsburg Cherry, GRADE A		
		Worktop Edge Color-Users Edge ,HP-C09 Williamsburg Cherry, GRADE A		
Subtotal for: DETECT CONF				\$20,881.63
36	1	1-0273	\$1,145.00	\$1,145.00
		Surcharge		
45	1	INSTALLATION	\$2,580.00	\$2,580.00
		LABOR: TO REMOVE EXISTING FURNITURE, RECEIVE, DELIVER, INSATLL AND TRASH REMOVAL DURING NORMAL BUSINESS HOURS		
Subtotal for:				\$3,725.00

Item	Qty.	Product	Price	
			Unit	Extended
			Sub Total:	\$24,606.63
			Tax:	\$0.00
			Total:	\$24,606.63

Terms & Conditions - Interphase Office Interiors, Inc.**Payment Terms**

Interphase, Inc. shall make every effort to deliver and install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate and the Interphase obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Interphase will be able to deliver and install only portions of the job at a time. Therefore, payment shall be made in accordance with the following terms:

1. All prices are FCA manufacturer point of shipment unless otherwise specified.
2. Terms are net 10 days from date of invoice. Customer will be invoiced for items as delivered. In no case is payment to be withheld for acceptable products should any portion of the job be unacceptable or undelivered. If any products are unacceptable or undelivered, the Customer must pay the balance of the invoice within 10 days, but may withhold the lesser amount of 10% of the total invoice or the value of the unacceptable products. The remaining balance is due 10 days after final delivery.
3. All materials are subject to Michigan State Sales Tax or other applicable State Sales Tax.
4. Interphase requires a deposit equaling 50% due at time of order (100% deposit for COM & COL). Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable according to the above terms and conditions. Other progress payments, as well as a deposit for delivery and/or installation, may be required throughout the order cycle depending on specific circumstances for each Buyer and order.
5. All orders are subject to credit approval.
6. An order is not cancelable once the order is confirmed by the vendor or manufacturer of the product, regardless of whether such confirmation is provided to Customer. Quick ships and fabric orders are not cancelable.
7. Customer agrees that the seller may pass through to Customer any charges, costs or fees that it incurs as result of Customer paying Seller through use of a credit card, debit card, credit facility or wire fees, and that such passed through charges, costs or fees may be subject to sales or use tax.
8. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer agrees to be invoiced for 100% of the invoice, to be paid within 10 days. In addition, Customer shall pay a warehouse charge payable monthly beginning after 30 days of warehouse storage. Extra handling of product will be charged at our normal hourly rate. This could be a result of Customer's site not being ready or site conditions that impair installation.
9. Interphase retains, and Customer hereby grants to Interphase, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Interphase shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 1.5% per month (annual percentage rate 18%) will be charged on all past due balances. Customer shall pay all collection costs and attorney's fees in the event that the debt or any part thereof is referred to a collection agency or attorney.

General Terms

10. The quotation contained herein has been reviewed and approved by an authorized Customer representative for correct product, fabric, finishes and quantities. In addition, Interphase must have the opportunity to physically take its own measurements of the space to assure accuracies of custom ordered products. If actual measurements are not possible and Interphase must order from construction drawings and they are inaccurate, any extra expenses are Customer's responsibility. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates. A restocking fee, based on product cost and vendor policies, will be assessed on all changes made after acknowledgement date, or for any product cancellations.
11. Customer acknowledges that the products are manufactured by others. AS BETWEEN CUSTOMER AND INTERPHASE, THE GOODS ARE OTHERWISE "AS IS WHERE IS" WITH ALL FAULTS AND INTERPHASE MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, ALL OF WHICH ARE DISCLAIMED AND EXCLUDED BY INTERPHASE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE MADE BY THE MANUFACTURER OF THE PRODUCTS. No third party, including any employee or agent of Interphase, is authorized to

Item	Qty.	Product	Price	
			Unit	Extended

make any representation, promise, or warranty concerning the goods and any statements made by those parties are not binding on Interphase unless in writing signed by an authorized representative of Interphase. Any technical advice furnished by Interphase or its employees or agents is for Customer's convenience only and Interphase assumes no obligation or liability for the advice given or the results obtained from that advice. Any claim must be made to Interphase in writing within five (5) days after delivery or installation of the products and if no claim is received by Interphase, Customer will have waived any such claim.

12. No liability shall accrue against Interphase as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.

13. Merchandise shipped direct to Customer will be the responsibility of Customer except as otherwise agreed in writing. The receiving Customer is responsible to inspect merchandise immediately upon receipt and file any necessary freight claims with freight provider.

Installation & Delivery Terms

14. Delivery and installation charges will be billed to Customer by separate invoice. Delivery and installation charges are not incurred by Customer until such services are provided by Interphase.

15. Change of Scope - Before or during installation, Customer may request additional services outside of the original project scope. A signed Change Order is required before additional services can commence. Layout changes during installation may result in additional product needs that could cause delays in the completion of the furniture installation and may result in additional charges.

16. Floor Protection - Interphase will provide necessary floor protection per building requirements. If other specific or extraordinary protection is needed, Customer must notify Interphase before the work begins.

17. Electrical Work - Unless specifically indicated, electrical work in the following areas is not included:

- a. Electrical Wiring to the Space
- b. Hardwiring of Feeds

Interphase can make arrangements for these services and Interphase will bill Customer accordingly.

18. Delivery - Free and clear access to docks and elevators for deliveries is required. Special arrangements or considerations must be noted prior to accepting the service proposal. Carry up delivery will result in additional charges.

19. Work Environment - Free and clear access to the work site for delivery, staging and installation is required. Electricity, heat, hoisting, lighting and elevator service will be furnished as required without charge to Interphase. Floors covered by this proposal shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of merchandise.

NOTE: Furniture deliveries/installations should not be performed side-by-side with other construction trades. The overlap in building construction and furniture installation increases the potential of additional costs brought about due to the quantity of personnel and equipment with simultaneous deadlines. Any damage caused by other trades will be the Customer's responsibility.

20. Working Hours - Normal delivery and installation services (including drive time) are conducted between the hours of 7:00 AM and 4:00 PM Eastern Time, Monday through Friday, excluding holidays. Services performed times and/or days other than normal may result in additional charges which may or may not include overtime billed at 1.5 times standard billing rates.

21. Staging Areas - Staging areas will be provided by Customer on the same floor and within the workspace.

22. Timeframes - Changes in the number of days allowed to complete the delivery and installation may result in additional charges.

23. Rework Preparation - Workstations, files, drawers, etc. shall be emptied/boxed/clear of space before the arrival of installation crews.

24. Trash Removal - Interphase will remove and discard trash related to the delivery and installation of furniture.

25. Final Cleaning - Interphase will wipe down the installed furniture after installation. Excessive cleaning necessary due to debris and dust by other trades is not included.

26. Punch List - Interphase will provide a project punch list to Customer upon significant completion of the installation.

27. Interphase will not be liable for damages not caused by its actions or negligence.

28. Insurance – Interphase will carry public liability, worker's compensation, property damage and automobile/truck insurance. Fire, tornado, earthquake, flood, vehicle, general liability and other causality insurance related to the job site, the product, or the transit of the

Item	Qty.	Product	Price	
			Unit	Extended

product will be provided and paid by Customer. Customer shall be solely responsible for insurance coverage for the product from the time ownership passes to Customer, under these Terms and Conditions.

Pricing subject to change daily. A 50% deposit is required at time of order entry.

Customer Signature	Date

Approved as to form:


 Greg Stremers, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION
FOR THE CONSTRUCTION OF DUAL LEFT TURN LANES
AT BYRON CENTER AVENUE AND 56TH STREET

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to construct dual left turn lanes at Byron Center Avenue and 56th Street.
2. The Michigan Department of Transportation has submitted the attached City-State Agreement, Contract Number 25-5519, outlining the rights and obligations for the parties.
3. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$150,000, which can be financed out of the Major Street Fund.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the City Manager and City Clerk to execute the attached Agreement with MDOT for construction of dual left turn lanes at Byron Center Avenue and 56th Street.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 3, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: October 28, 2025

Subject: City-State Agreement for Dual left turn lanes at Byron Center Avenue and 56th Street

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: November 3, 2025

RECOMMENDATION:

It is recommended City Council authorize the City Manager and City Clerk to execute an agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the construction of dual left turn lanes at Byron Center Avenue and 56th Street. The City of Wyoming's share of the project is approximately \$150,000.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Attached is a City-State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the dual left turn lane project at Byron Center Avenue and 56th Street. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$550,000-dollar project is approximately \$150,000.

BUDGET IMPACT:

Funds can be financed out of the Major Street Fund.

CM

DA

Control Section	CM 41000
Job Number	214527CON
Project	25A1125
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5519

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated October 9, 2025, attached hereto and made a part hereof:

Hot mix asphalt and concrete intersection reconstruction along Byron Center Avenue at 56th Street/Gezon Parkway for dual left turn lanes, including earthwork, subbase and aggregate base, concrete curb and gutter, sidewalk, storm sewer, mast arm and signal pole installation, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

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NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Congestion Mitigation and Air Quality Improvement Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$400,000 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies

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that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

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18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



Approved as to form:



Greg Stremers, City Attorney

October 9, 2025

EXHIBIT I

CONTROL SECTION	CM 41000
JOB NUMBER	214527CON
PROJECT	25A1125

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$542,740
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$542,740
Less Federal Funds*	<u>\$400,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$142,740

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR ENGINEERING SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Fishbeck to provide as-needed engineering services for minor planned and emergency services requiring specialized engineering expertise at the unit prices as listed in the attached contract in the total amount not to exceed \$50,000 per fiscal year.
2. It is also recommended City Council authorize annual escalations at an increase of no more than 6% through November 30, 2028.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Fishbeck to provide engineering services.
2. City Council authorizes annual escalations at an increase of no more than 6% through November 30, 2028.
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: November 3, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: October 27, 2025
Subject: As-needed Engineering Services Agreement
From: Aaron Vis, Director of Public Works
Meeting Date: November 3, 2024

RECOMMENDATION:

It is recommended that the City Council accept a proposal from Fishbeck to provide as-needed engineering services for minor planned and emergency services requiring specialized engineering expertise, at the unit prices as listed on the attached contract, with escalations determined annually and at an increase of no more than 6%, through November of 2028.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City regularly needs engineering assistance for smaller projects (such as minor pump replacements) or emergency assistance (such as hydraulic modeling in the event of a large main break). Fishbeck has recently been awarded work for a several projects, including designing the wastewater treatment plant primary tank rehabilitation, drafting the drinking water plant optimization study, and performing a study of drinking water plant filters. They have specialized expertise and familiarity with certain aspects of City infrastructure. Additionally, many adjoining municipalities utilize Fishbeck for their utility work, making them able to understand the relationships between and impacts to shared infrastructure. Most recently, Fishbeck has provided regional water hydraulic modeling that only they can do given their relationships with other municipalities. These needs are expected to increase given the complexity and impacts of upcoming water and wastewater projects. Therefore, it is recommended that the City enter into a professional engineering services agreement with Fishbeck to better support staff in a more formal and contractual manner.

Soliciting quotations and entering into separate contracts for every smaller project or emergency requires considerable effort and adds unnecessary delays. Contracting with a single firm

eliminates this, fosters familiarity with City staff and infrastructure, and ensures engineering provides continuity.

The proposed contract with Fishbeck includes their fee schedule through June of 2026, at which time they will evaluate and update their annual hourly rates. At that time and also in 2027 and 2028, they will provide the City with an updated fee schedule, which will increase by no more than 6% each year. Staff intend to utilize this contract and its designated fee schedule to provide support for various smaller projects and emergency events, with a not to exceed amount of \$50,000 per fiscal year. For larger projects that require more effort, staff intend to require Fishbeck to provide a project-specific proposal that will require a contract amendment and Council approval prior to starting the project.

It should be noted that the City has similar arrangements with other engineering and architectural firms, and that nothing in the agreement with Fishbeck prevents the City from working with another engineering firm should that be needed at any time.

BUDGET IMPACT:

Sufficient funds are available in the various department funds for which this work will occur.

CITY of WYOMING

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN

(OVER \$8,500)

(No RFP)

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

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

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

Effective Date means: November 4, 2025.

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]
David J. Baar, PE – Vice President

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

Date signed: October 27, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. Qualifications. Professional represents and promises that:

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

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

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

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

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

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

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

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

Professional must use language assistance services in communications.

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

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

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

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

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

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

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

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

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

7. Payment to Professional.

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

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

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

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

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

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

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

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

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

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

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

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

14. Professional Liability and Risk Allocation.

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

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

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

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

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

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

15. Insurance.

A. Professional shall provide the following insurance:

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

16. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

October 27, 2025

Jaime Fleming
Water Treatment Plant Superintendent
City of Wyoming
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

Proposal for Professional Services - As-Needed Engineering Services

Fishbeck is pleased to provide the City of Wyoming (City) with this proposal for as-needed services for the Wyoming Water System. This letter describes our understanding of the project and proposed services and fees.

Scope of Services

Typical tasks to be performed under the as-needed contract may include the following:

1. Engineering Services:
 - a. Provide periodic analyses or design as requested by the City.
 - b. Provide consulting support to address technical questions.
 - c. Design solutions for problems that come up on an emergency or short-term basis.
2. Water System Hydraulic Modeling, including:
 - a. Updating the model with new or replacement piping added to the system.
 - b. Conducting model runs to evaluate pressure or fire flow in various areas of the City water system.
 - c. Conducting model runs to evaluate water age, water quality, hydraulic transients, system flushing operations, or other evaluations as may be requested.
 - d. Conducting model runs to evaluate proposed developments or water system scenarios as desired by the City.

Professional Services Fees

Engineering services would be conducted on an hourly basis for tasks requested and authorized by the City. Our current hourly rate sheet is included with this proposal. Hourly rates will be updated June 2026, and each June thereafter. To facilitate a contract that could extend for multiple years, Fishbeck agrees to limit our hourly billing rate increases on this project to a maximum of 6% per year, for the next three years (through November 2028).

The City has suggested allocating a \$50,000 budget for as-needed services over the next three years.

Authorization

Services will be completed under the City's current contract.

If you have any questions or require additional information, please contact me at 616.464.3809 or djbaar@fishbeck.com.

Sincerely,

A handwritten signature in black ink, appearing to read "David Johnson", with a long horizontal flourish extending to the right.

Vice President/Sr. Water & Wastewater Engineer

By email
Attachment

Rate Schedule

June 7, 2025

Architect | Construction Engineer/Manager/Administrator | Engineer | Estimator |
Geologist | Hydrogeologist | Industrial Hygienist | Interior Designer | Project Manager |
Scientist | Surveyor

Staff Level	\$95-\$155
Mid Level	\$155-\$175
Senior Level	\$175-\$260

Architectural Specialist | Engineering Specialist | Environmental Specialist |
Health & Safety Specialist | Operations Specialist | Technical Specialist |
Project Superintendent | Survey Specialist

Staff Level	\$100-\$125
Mid Level	\$125-\$150
Senior Level	\$150-\$250

Senior Vice President \$270

Technician

Staff Level	\$95-\$125
Mid Level	\$125-\$145
Senior Level	\$145-\$175

Production Support

Staff Level	\$95-\$120
Senior Level	\$130

Photocopies	\$0.10/Copy
Mileage/Passenger Vehicles	\$0.77/Mile
Field and Service Vehicles	\$1.05/Mile
Equipment Schedule	Separate Schedule
Expenses and Outside Services	Cost Plus 10%

Rates are adjusted each June.

Compensation to be at one and one-half times the hourly rate for approved overtime.

Litigation Support: In the event Fishbeck staff are requested by Client or compelled by subpoena to provide expert or witness testimony, billing rates for such time, including preparation, will be one and one-half times the standard billing rates.

Invoices are rendered monthly and payment is due upon receipt. A monthly service charge of 1% is added to accounts unpaid after 30 days from date of billing.

RESOLUTION NO. _____

RESOLUTION TO AMEND THE ESTIMATED COST FOR
ENGINEERING TESTING SERVICES

WHEREAS:

1. On December 16, 2024, City Council adopted Resolution #28260 accepting a proposal from Materials Testing Consultants, Inc (MTC) to provide engineering testing services for the years 2025 through 2027, at an estimated cost of \$50,000 per year.
2. As detailed in the attached staff report, the City historically spends an average of \$150,000 annually on engineering testing services.
3. It is recommended City Council amend the previously authorized estimate and approve a revised total estimated amount of \$150,000 per year.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council hereby amends the previously authorized amount and approves a revised total estimated amount of \$150,000 per year for engineering testing services.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 3, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: October 20, 2025

Subject: 2025-27 Engineering Testing Services Contract

From: Jeffrey Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: November 3, 2025

RECOMMENDATION:

It is recommended City Council authorize an updated estimated yearly expense of \$150,000 for Materials Testing Consultants, Inc. (MTC) for Engineering Testing Services for the 2025 to 2027 construction years.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City utilizes the engineering testing services of a professional laboratory to test materials such as asphalt and concrete associated with the development and construction of City streets and utility projects. The City has contracted with MTC to perform these services for over 10 years. On average, the City has spent just under \$150,000 per year on these services. On December 16, 2024, the City awarded a 3-year contract to MTC for the 2025 to 2027 construction years (Resolution #28260). This award included an incorrect estimate of \$50,000 per year; however, staff expects to spend approximately \$150,000 per year as we have in the past. Approval of this revised amount corrects the December error.

BUDGET IMPACT:

Funds are budgeted every year in various accounts for this activity.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
WATER TRANSMISSION MAIN CONDITION ASSESSMENT SERVICES

WHEREAS:

1. As detailed in the attached staff report, construction of the third transmission main requires segments of existing mains to be dewatered allowing inspection of the pipes.
2. It is recommended City Council accept a proposal from Simpson Gumpertz & Heger, Inc. to provide water transmission main condition assessment services in the total estimated amount of \$159,272.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Simpson Gumpertz & Heger, Inc. to provide water transmission main condition assessment services.
2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 3, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: October 20, 2025

Subject: Water Transmission Main Condition Assessment

From: Jaime Fleming – Superintendent

CC: Aaron Vis – Director of Public Works

Meeting Date: November 3, 2025

RECOMMENDATION:

It is recommended that City Council approve inspection services from Simpson Gumpertz & Heger, Inc. (SGH) up to an estimated amount of \$159,272.00 to conduct a condition assessment of portions of the 42-inch and 54-inch water transmission mains.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

In 2024, Prein and Newhof, in collaboration with SGH, developed a strategic approach to assessing the condition of the existing 42-inch and 54-inch transmission mains. One element of the strategy is visual inspection by human entry into dewatered sections of the pipes. Construction of the Third Transmission Main requires segments of the existing mains to be dewatered and presents an opportunity to inspect those areas.

The inspections conducted by SGH will assess the portions of the pipes that they can safely access. They will document any identified anomalies and provide a comprehensive report and photos. They will also conduct laboratory testing of the pipe coating, and of the soil and groundwater that surrounds the pipes. This testing will characterize the internal and external environment of the piping. This comprehensive data can help characterize the integrity of the transmission mains and help determine maintenance or rehabilitation efforts that could extend their lifespan.

The proposal from SGH is for a not-to-exceed cost based on time, materials, and travel. A schedule of their fees is included in the proposal.

BUDGET IMPACT:

Adequate funds exist in the Water Fund capital outlay account 591-537-57300-986.444.

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN

(OVER \$8,500)

(NO RFP)

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

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

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

Effective Date means October 21, 2025.

Professional means Simpson Gumpertz & Heger Inc., a Michigan corporation, at 480 Totten Pond Road, Waltham, MA 02451.

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

Proposal means Professional's proposal attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

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

None.

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

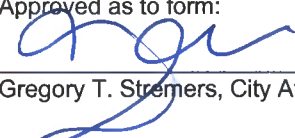
City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
John Shay, City Manager

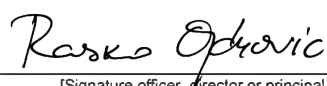
Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, City Attorney

Simpson Gumpertz & Heger Inc.

By: 

[Signature officer, director or principal of Professional]
Rasko P. Ojdovic, Senior Principal

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

Date signed: 10/16, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Qualifications. Professional represents and promises that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Payment to Professional.

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

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

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

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

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

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

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

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

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

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

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

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

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



13. Professional Liability and Risk Allocation.

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

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

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

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

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

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

14. Insurance.

REQUIRED LIMITS		ADDITIONAL
COMMERCIAL GENERAL LIABILITY		
Minimal Limits: \$2,000,000 Each Occurrence	Coverage to include: Contractual Liability; (B) Products and Completed	(A)

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

15. General Terms.

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

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

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

EXHIBIT B
PROPOSAL



26 September 2025

Ms. Jaime Fleming
City of Wyoming
DK Shine Water Treatment Plant
16700 New Holland Street
Holland, MI 49424

Re: Opportunistic Condition Assessment of the 42 in. and 54 in. Diameter Transmission
Mains, City of Wyoming, MI

Dear Ms. Fleming:

Simpson Gumpertz & Heger Inc. (SGH) shall be pleased to perform the opportunistic field inspections inside the 42 in. and 54 in. diameter prestressed concrete cylinder pipe (PCCP) water supply transmission mains for the City of Wyoming, Michigan (the City).

1. BACKGROUND

The City operates two buried water supply transmission mains: One is 42 in. diameter, and the other is 54 in. diameter. Under a previous contract with Prein&Newhof (P&N), we developed the strategic approach for the condition assessment and potential maintenance of the 42 in. diameter line. As part of the approach, we recommended the City perform opportunistic inspections on the pipelines when sections become dewatered and access is available.

We understand that the City is planning to perform work on the pipelines between fall 2025 and fall 2026, which will provide opportunities for internal inspection of the pipelines in the indicated directions in the vicinity of each of the following three access points:

- 42 in. diameter line:
 - Near 98th Street alignment, about 1/4 mi west of 96th Avenue (the pipeline is expected to be accessible in both the east and the west directions), anticipated to occur in fall 2025.
- 54 in. diameter line:
 - Near 98th Street alignment, about 1/4 mi west of 96th Avenue (the pipeline is expected to be accessible in both the east and the west directions), anticipated to occur around fall 2025 or early 2026, and

- Near 164th Street crossing (the pipeline is expected to be accessible in the east direction only), anticipated to occur in fall 2026.

2. SCOPE OF WORK

We envision the following scope of work for SGH:

Task 1: Preparation for Inspections

We will review the available information about each pipeline in the vicinity of each access point, including plan and profile drawings, design sheets, and laying schedule; information on the maximum working-plus-transient pressures experienced in the past and expected in the future; and pipeline performance records, including reports, photographs, and documents of previous inspections, as available and provided before our inspections.

We will use the information obtained to prepare for our field inspections, including preparing specific notes for the inspection scope with the available information (such as a pipe-by-pipe list based on laying schedule, noted changes in alignment and design class, notable features for confirmation of their locations within the pipelines, etc.).

Task 2: Internal Condition Assessment

We will provide two staff members to perform internal inspections at each access point in the available directions (either one direction from the access point or both directions):

- Perform a visual and sounding inspection of each pipe segment in accessible areas to check for any signs of distress, such as cracking, hollow-sounding core, corrosion, leakage, visible deflections, spalling, or other anomalies.
- Inspect all pipe joints, elbows, and other fittings as encountered for signs of separation, circumferential cracking, and/or thrust-related problems.
- Inspect the condition of previous repairs, if any.
- Document the location and severity of all distress and other observations using field inspection forms and representative photographs. All items will be located via stationing along the length of the pipe and clock position around the circumference, with reference directions defined in our report.

We will provide a preliminary summary of inspection findings and recommendations with key photos via email after each inspection. Detailed information from each inspection will be provided in a combined final report (see Task 4).

This proposal relies on the following assumptions for this task:

1. Others will facilitate the safe access and OSHA permit-required confined space entry for the SGH inspectors, including providing personnel and equipment as required for the following:
 - Safe, OSHA-compliant access to the inspection scope, including, but not limited to, the configuration of the trench with shoring or trench-box (if required based on the trench configuration) and traffic control and barricades (if required based on the access location), and the means of access into and egress from the pipe (e.g., ladders to enter excavations or tripod with winch if access is through a vertical manway [not expected]).
 - Dewatering of the pipeline if supplemental dewatering is to be provided beyond the natural drainage of the pipeline where segments are being removed.
 - Lock-out and tag-out of the pipeline to isolate valves and energy sources.
 - A permit entry confined space-trained attendant who will monitor the access point throughout the duration of SGH entry in accordance with OSHA permit entry confined space requirements.
 - Rescue services (including retrieval lines, tripod, or other rescue equipment determined as necessary by the rescue team); we understand this service will be provided by the City's confined space emergency rescue team, who will mobilize to the site and be present for the duration of the entries.
 - Forced air ventilation through the access point, including a fan, ductwork, and power source for the fan at the entry point and an open pipeline feature (manway, blow-off, air-release valve, hydrant, or other appurtenance) at the far end from entry for air egress. Note that the open feature at the far end may need additional surface controls, such as traffic control, barricades, or means to prevent wildlife or unauthorized personnel entry into the pipeline.
2. Our inspections within the pipeline in each entry direction will stop where unsafe conditions (e.g., standing water deeper than a few inches, inadequate ventilation, or other hazardous environments) are encountered.
3. Based on the potentially accessible length of the pipeline, we expect each of the three internal visual and sounding inspections will take up to two working days (up to 12 hrs/day).
4. We understand that each of the three access locations will be available at separate times, thereby requiring three separate mobilizations.

We have included some time for coordination with the City and/or P&N regarding safety protocols and confined space access and rescue.

Task 3 (Optional): Laboratory Testing of Mortar, Grout, Soil, and Groundwater Samples

Petrographic analysis of the pipe segment's protective mortar coating and the pipe joint's protective joint diaper grout, and laboratory chemical analysis of soil and groundwater will supplement the visual and sounding inspection and previous studies to provide more detailed insight into the environmental corrosivity for the pipeline and performance of the protective mortar and grout. See Sections 4.3 and 4.4 of the SGH and P&N 31 January 2025 report, "Strategic Approach for Condition Assessment and Management of Phase 1 of the 42 in. Transmission Main," for more information.

Petrographic Analysis and Testing of Mortar and Grout Samples

The purpose of the laboratory analysis of the mortar coating and joint diaper grout is to determine their condition and their ability to provide future protection to the pipe's prestressing wires and steel cylinder and to the steel joint rings. The samples will be tested for chloride content (ASTM C1152), unit weight, absorption, and permeable-void space (ASTM C642).

Our petrographer will visually examine the samples and perform petrographic analysis, including visual and microscopic examinations of polished and/or prepared ultrathin sections of the cementitious materials. Samples are cut and polished in order to conduct microscopic examinations to evaluate the general composition, condition, and overall quality of the mortar and grout. Ultrathin (<25 µm) sections impregnated with blue-dyed epoxy are prepared to conduct a more detailed petrographic examination with the aid of a polarized transmitted-light microscope at increased magnifications. Petrographic examinations generally include, but are not limited to, observations of alteration of the paste matrix, microcracking and cracking, porosity, and carbonation.

If the City selects this option, we will coordinate with P&N or others and the City for the sampling of mortar coating and joint diaper grout from pipes that will be removed from service at the access points and perform chemical analysis and petrographic examination of the mortar coating in our laboratory (see Task 3-1 below). The samples should be removed from the pipes soon after excavation, which could be performed by P&N or others and does not require SGH site presence.

Petrographic analysis of one sample of mortar coating and one sample of joint diaper grout is \$10,500. We have included one set of samples from each access point for a total laboratory testing fee of \$31,500.

Laboratory Chemical Analysis and Testing of Soil and Groundwater Samples

We will also coordinate the sampling of soil and groundwater to quantify pH, resistivity, and concentrations of water-soluble chloride and sulfate ions. This testing identifies how corrosive the pipeline environment may be to the pipeline, how the environment may affect the passive

protection of the mortar coating and joint diaphrag grout to the underlying steel, and the likelihood of steel corrosion.

Soil and groundwater testing will be performed by a chemical analysis laboratory, expected to be retained by SGH. We will evaluate the results and include them in our report. The full set of testing by an external laboratory is anticipated to cost about \$500 per soil sample and about \$250 per groundwater sample. We have included \$1,500 for soil and groundwater testing per access point, assuming two samples of each will be collected at each of the three access points (\$4,500 total).

Task 4: Report

We will present our findings from the above-described inspections and testing in a single report after the last inspection, including recommendations for repair, future inspections, or maintenance, as needed. We will prepare the report within six weeks of the final inspection. We will first provide a draft report for review. We will consider feedback and provide a sealed final report within about two weeks of receiving written feedback on each draft report.

3. FEE

Our estimated not-to-exceed fees for the services described above is presented in the following table.

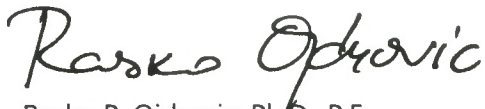
Task	Subtask	Senior Principal	Senior Project Manager	Senior Consulting Engineer	Project Consultant	Fee for SGH Labor	Expenses Including Lab Testing	Fee
2025 Rates (\$/hr):		410	325	275	200	-	-	-
2026 ¹ Rates (\$/hr):		430	342	290	210			
1	Preparation (2025)	1	4	6	12	\$ 5,760	-	\$ 5,760
2	First Inspection (2025)	5	12	50	42	\$28,100	\$ 4,000	\$ 32,100
	Second Inspection (2026)	5	12	50	42	\$29,574	\$ 4,200	\$ 33,774
	Third Inspection (2026)	5	12	50	42	\$29,574	\$ 4,200	\$ 33,774
3	Optional Laboratory Testing	4	4	12	-	\$ 6,568	\$36,000	\$ 42,568
4	Report (2026)	4	8	12	16	\$11,296	-	\$ 11,296
Not-to-Exceed Total Including Optional Task 3								\$159,272
Not-to-Exceed Total Excluding Optional Task 3								\$116,704

¹ Estimated as 5% increase relative to prior year.

Our fees are computed on an hourly basis as shown on the attached Fee Schedule and Payment Terms for all tasks completed in 2025. We have included allowance for a yearly rate increase for 2026 as noted at the bottom of the Fee Schedule and Payment terms. Our fees for any additional services will be computed on the same basis but are not subject to the above upset limit. Travel time is charged at full rates from 8:00 a.m. to 6:00 p.m. and at half rates during other periods. SGH will bill direct expenses at actual cost plus 10%. Direct expenses are out-of-pocket expenses and include, but are not limited to, subconsultants, travel, outside services, copying, and charges for the use of SGH field and laboratory equipment and specialized computer software.

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. If acceptable, please sign and return one copy of this letter.

Sincerely yours,
SIMPSON GUMPERTZ & HEGER INC.



Rasko P. Ojdrovic, Ph.D., P.E.
Senior Principal
MI License No. 6201069686



Brent J. Bass
Senior Project Manager

Accepted: CITY OF WYOMING

Signature: _____

Printed Name: _____

Title: _____

Date: _____

RPO/aes (BO25-0002904-RPO)
0101C25 010617-CP-2-MI
Encls.

SIMPSON GUMPERTZ & HEGER INC. (SGH)
FEE SCHEDULE AND PAYMENT TERMS

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$410
Principal	\$390
Associate Principal	\$350 – \$370
Project/Technical Director	\$320 – \$345
Senior Technical Manager	\$300 – \$305
Senior Project Manager	\$310 – \$330
Senior Project Supervisor	\$270 – \$300
Senior Consulting Architect/Engineer/Geologist	\$250 – \$275
Consulting Architect/Engineer/Geologist	\$210 – \$240
Senior Project Consultant	\$255 – \$260
Project Consultant II	\$220
Project Consultant	\$185 – \$200
Associate Project Consultant	\$165
Technical Aide	\$120
Laboratory Technician	\$155 – \$200
Graphics Specialist	\$155 – \$270
BIM Technician	\$140 – \$215
Non-Technical	\$130 – \$150

Rates are in US dollars. Where ranges of hourly rates are shown for a single title, they reflect the varying rates of the particular individuals with that title. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

SIMPSON GUMPERTZ & HEGER INC. (SGH)
CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.

2. **RIGHT OF ENTRY** – When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.

3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SGH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by the Client and SGH.

4. **DISPOSAL OF SAMPLES** – SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. **HAZARDOUS MATERIALS** – The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. **CONSTRUCTION SERVICES** – When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. SGH's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. **STANDARD OF CARE** – SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. The Client agrees that services provided by SGH will be rendered without any warranty, express or implied.

SGH shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that SGH has been engaged to provide technical professional services only, and that SGH does not owe a fiduciary responsibility to the Client.

8. **OPINION OF PROBABLE COSTS** – When required as part of our work, SGH will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. SGH does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes SGH's work on the Project, SGH and the Client shall renegotiate SGH's fee.

If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.

10. **TERMINATION** – The Client or SGH may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate SGH for services performed prior to termination and for prior authorized commitments made by SGH on the Client's behalf.

11. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

CLIENT: City of Wyoming

12. **FORCE MAJEURE** – SGH will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** – SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client and the total liability to the Client of SGH's principals, officers, agents, and employees, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed SGH's total fee under this Agreement or \$50,000, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Agreement.

14. **CONFLICTS OF INTEREST** – This assignment may presently or in the future involve parties with potentially adverse interests to those of SGH's existing or future clients ("Affected Parties" or "Affected Party"). Prior to SGH's acceptance of this assignment, SGH will make reasonable attempts to identify any Affected Parties based on information SGH has in its possession from the Client and any Affected Parties and SGH's search of its project and proposal databases. To the extent that SGH identifies a relationship with an Affected Party, SGH will inform the Client as to the identity of such parties. Client agrees to allow SGH to release to any Affected Parties the fact of SGH's engagement by the Client and any other information required to evaluate any potential conflict.

SGH's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to SGH by the Client and any Affected Parties, and by SGH's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of SGH's relationship with an Affected Party, and provided such relationship with an Affected Party does not arise from SGH's willful disregard of a relationship with the Affected Party, SGH shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between SGH and an Affected Party. SGH does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. SGH disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against SGH arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, SGH will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. **INDEMNIFICATION** – SGH shall, subject to the limitation of liability contained in Section 13, indemnify the Client for any loss or damage caused solely by the professional negligence of SGH in performance of the services under this Agreement.

16. MISCELLANEOUS

Governing Law: The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

SGH Reliance: Unless otherwise specifically indicated in writing, SGH shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless SGH from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with SGH's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by SGH.

Certifications: SGH shall not be required to sign any documents, no matter by whom requested, that would result in SGH's having to certify, guaranty, or warrant the existence of conditions that SGH cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse SGH for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by SGH, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on SGH's net income. Client shall promptly pay SGH for any Taxes actually paid by SGH on behalf of Client, or which are required to be collected or paid by SGH. SGH may bill Client separately for such Taxes.

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 bid for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
HVAC Supplies	Johnstone Supply – Muskegon Group	Bid prices as shown on the attached tab sheet.
Gravel	Yellow Rose Transport	\$14.75 per ton
Blast Furnace Slag	Yellow Rose Transport	\$26.25 per ton
Gate Valves	Michigan Pipe and Valve and Core and Main	Bid prices as shown on the attached tab sheet.

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 3, 2025.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Tab Sheets

Contracts

Resolution No. _____

STAFF REPORT

Date: October 22, 2025

Subject: Purchase of HVAC Supplies

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: November 3, 2025

RECOMMENDATION:

It is recommended that the City Council accept the bid from Johnstone Supply – Muskegon Group for the purchase of HVAC supplies through June 15, 2026, and authorize spending up to \$40,000.00 through this contract period.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant and Wastewater Treatment Plant require a significant amount of consumable HVAC supplies for routine replacements, repairs, and maintenance of their heating and cooling systems. Both plants utilize a variety of HVAC equipment, including industrial dehumidifiers, boilers, chillers, and rooftop units. Regular replacement of HVAC components is essential to ensure reliable system operation.

Therefore, the City solicited bids for the purchase of HVAC supplies, which included a list of over 70 items routinely used at both plants. Twenty-three registered bidders downloaded the bid document, and bids were received on Tuesday, October 21, 2025, from ETNA Supply and Johnstone Supply.

Upon review of the bids, Johnstone Supply provided pricing for all listed items, while ETNA Supply submitted pricing for 26 items. Additionally, Johnstone Supply has agreed to hold its pricing through June 15, 2026, whereas ETNA Supply's pricing is valid for 90 days. Johnstone Supply has provided excellent service in the past and maintains locations in both Holland and Wyoming, offering convenient access for both utilities.

BUDGET IMPACT:

Funds exist in the various Drinking Water Plant and Wastewater Treatment Plant accounts including 591-537-55300-775.000 and 590-536-54300-775.000.



Tabulation of Bids
#2293 - HVAC Supplies
Opened by the City Clerk on October 21, 2025 at 11:00 AM

			Comfort Control Supply Co., Inc. DBA Johnstone Supply-Muskegon Group Bid Price Hold Period: Through 6/15/26		Etna Supply Company Bid Price Hold Period: 90 Days	
Item	Description	Quantity	Unit Cost		Unit Cost	
Silicone Sealant 10.1 oz.	Boss 31200 Clear NSF/FDA	10	\$	7.87		
V-Belt	P33-048 Browning 1082254 A48	16	\$	12.82		
V-Belt	P53-020 Jason A20/4L220 Dual Purp.	10	\$	3.66		
V-Belt	P33-037 Browning 1082148 A37	5	\$	10.94		
V-Belt	P34-563 Browning 1089812 BX63 Cogged	5	\$	26.35		
V-Belt	P53-019 Jason A19/4L210 Dual Purp	5	\$	3.66		
V-Belt	P33-027 Browning 1082049 A27	5	\$	9.19		
V-Belt	Browning AX49	16	\$	15.66		
V-Belt	Browning AX53	5	\$	16.38		
Cogged V-Belt	P34-578 Browning 1089911 BX78	5	\$	31.68		
Cogged V-Belt	P33-343 Browning 1089390 AX43	5	\$	14.77		
Unimatch V-Belt	P53-018 Jason A18/4L200	5	\$	3.65		
Cogged V-Belt	P33-336 Browning 1089358 AX36	5	\$	12.93		
V-Belt	P33-044 Browning 1082213 A44	5	\$	12.34		
Cogged V-Belt	P34-546 Browning 1089689 BX46	4	\$	21.96		
Flush for 5-7 Ton Systems	B82-020 NU-Calgon 4300-11 2# RX11	6	\$	121.27		
Contactor	L36-690 Eaton C25DNF340-T Contactor 3P 24V 40-AMP D	10	\$	64.89		
Tee Joint	T2194 ST 219 4"	5	\$	19.45		
Storm Collar	L88-251 H&C 016119 4RS 4"	2	\$	3.73	\$3.930	
Transformer	L37-310 PF52475 UET79R 75VA	5	\$	61.75		
Natural Gas Heater	Sterling XF124A1Ns111 125,000 BTU Alum Exchngr	2	\$	1,345.73	\$1,327.150	Bid Alternate: Modine
Natural Gas Heater	Modine L96-836 43712 150M BRU Power Vent UH	2	\$	1,358.56	\$1,600.500	
Metlvent Pipe	L96-348 H&C 016102 4RPX3 4x36"	5	\$	33.58	\$31.701	
Gas	10CDIC Full Tank 10# CO2	5	\$	188.08		
Refrigerant	B98-451 R407C-25 R407C 25LB	5	\$	312.75		
Vacuum and Case	H86-085 SM380V Digital Manifold 2-Valve 3-Port	5	\$	547.98		
Flush for 5-7 Ton Systems	BB2-020 NU-Calgon 4300-11 2# RX11	5	\$	121.27		
ODF Suction Drier	B12-302 ASD-45S7-VV 049173 7/8"	2	\$	81.32		
Thermal Expansion Valve	B15-447 067L5957 R-410A 5Ton	2	\$	100.67		
Flush Gun & Hose Injection To	B85-710 NU-Calgon 4300-08 RX11 Starter Kit W/1# Can	5	\$	152.10		
Nitrogen Gas (F)	H93-045 40NIC Full Tank RR 40CF	5	\$	209.22		
Single Panning	ST20717 ST 207-17	5	\$	5.63	\$9.694	
24V Module	L37-808 HW S8610U3009/U	5	\$	157.10		
Fan Time Delay	L39-221 12508 5H0730350000	2	\$	95.28		
Motor	S58-234 D190 Motor DD 3.3 FRM 1/40 HP	2	\$	142.94		
B&G Mechanical Seal	L45-899 118681 LF	2	\$	47.81		
Fan Time Delay	L39-221 12508 %H0730350000	2	\$	95.28		
Pleat Merv 8	L91-582 5251184831 16X16X2 Key	12	\$	6.38	\$17.217	
Tee Joint	ST2196 ST 219 6"	2	\$	15.73		
Blast Gate	ZSM FG-4 Full 4"	1	\$	34.40		
End Cap	ST1524 ST 152 4"	2	\$	4.79	\$7.043	
End Cap	ST1526 ST 152 6"	2	\$	4.22	\$7.751	
Duct Ring	L70-405 803x06 Ring 6"	5	\$	5.41		
Round Ceiling Diffuser	L7-396 800x06 Diffuser 6"	5	\$	13.64	\$10.320	Diff
		5			\$9.800	Damp
Humidifier Canister	Liebert 154016P2	5	\$	749.56		
Mechanical Seal	L45-899 118681LF B&G	5	\$	47.81		
Galv 5' Pipe	STV43060 ST 4" 30GA	4	\$	7.84	\$10.495	
Elbow	STV43090EL ST 4" 30GA	4	\$	2.62	\$4.084	
Drive Cleat	ST21360 ST 213 60"	5	\$	3.00	\$3.927	
Taper Bushing	ST13364 ST 133 6-4"	5	\$	7.09	\$10.303	
High Wind Cap	L88-158 2004204 4RHW	2	\$	21.73	\$21.504	
Hydronic Unit Heater	Modine L96-233 48201 HSB-63S1 63M BTU	2	\$	908.49		
Galv 5' Pipe	STV42660 STV 4" 26GA	2	\$	12.46	\$16.701	
Elbow	STV42690EL STV 4" 26GA	4	\$	3.78	\$6.652	
Short Bushing	ST23354 ST 233 5X4"	4	\$	7.35	\$9.477	
Refrigerant	B92-910 R410A-25	2	\$	269.00	\$299.833	
Body Gasket	L39-658 P48690	2	\$	24.84		
Shafts	L45-894 186862LF Seal Kit #1 1-1/4	2	\$	282.65		
Shafts	B&G 185025 SS Sleeve Kit 1-1/4"	5	\$	267.30		
Unit Heater	Modine HER100-12 Electric Unit Heater 240V 1PH 10KW	5	\$	1,511.00	\$1,494.900	
Body Gasket	L39-659 P57700	3	\$	8.00		
Crimper	H26-879 C5RCJ Redline 5-Blace	2	\$	52.90	\$35.433	
Key Pleat Merv 8	L91-590 5251123101 20X20X2	24	\$	4.91	\$11.667	
Thermostat	L39-007 WR 1F78-144 Econ Sngl Stg Digital Non-Program	5	\$	34.13	\$56.924	
Cover Plate	L40-440 HW 50002883-001/U	5	\$	18.00		
Pilot Assy	L47-863 58057 3H037454001	5	\$	156.43		
Sweat Zone Valve	L40-102 V8043A1029 3/4"	5	\$	128.25		
Z-Braker Set W/Wires	G36-438 ZK003 3AMP	5	\$	18.22		
Tin Snips – Offset L	MWT-6510L Left offset	2	\$	25.59	\$33.855	
Tin Snips – Offset R	MWT-6510R Right offset	2	\$	25.59	\$33.855	
Black Gold Vacuum Pump Oil	DVO-12-BX	5	\$	14.50	\$15.200	

CITY OF WYOMING

HVAC SUPPLIES PROJECT CONTRACT

CITY PURCHASING CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Johnstone Supply - Muskegon Group
[Name of supplying entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4757 Clyde Park SW
[Supplier's street address]
Wyoming, MI 49509
[Supplier's city, state & zip]

Effective Date means: October 13, 2025.

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

Contractor: Johnstone Supply – Muskegon Group

By: _____
John Shay, City Manager

By: Jeff J. Meehleder
[Signature officer, director, or principal of Contractor]
Jeff J. Meehleder
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: October 13, 2025__

Approved as to form:

Gregory T. Stremers
Gregory T. Stremers, City Attorney

Staff Report

Date: October 28, 2025

Subject: Bid Award for Gravel and Blast Furnace Slag

From: Jodie Theis, Public Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: November 3, 2025

RECOMMENDATION:

It is recommended City Council award the bid for road gravel at a unit price of \$14.75 per ton and blast furnace slag at a unit price of \$26.25 per ton to the low bidder, Yellow Rose Transport. It is also recommended that the City Council authorize the City Manager and City Clerk to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, October 28, 2025, the City received four bids for gravel and two bids for blast furnace slag. Sixty-three invitations to bid were sent to prospective bidders. Yellow Rose Transport submitted the low bid for road gravel and for blast furnace slag.

The Public Works Department repairs streets damaged by weather or utility failures throughout the year. To make proper repairs, inferior and/or saturated materials must be removed from underneath the street surface. Road gravel and blast furnace slag are utilized in the repairs. The road gravel and blast furnace slag are transported to the City's Public Works facility where the material is stored for the street and utility repairs.

The Public Works Department uses approximately 2,500 tons of road gravel and 1,500 tons of blast furnace slag each year for street and utility repairs. The cost of road gravel will be \$14.75 per ton, at an estimated total cost of \$37,000.00 – a decrease of 8% from last year's bid. The cost of the blast furnace slag will be \$26.25 per ton, at an estimated total cost of \$40,000.00 - an increase of 15% from last year's bid.

BID TABULATIONS:**CITY of WYOMING**

TABULATION OF BIDS
FOR GRAVEL & BLAST FURNACE SLAG - BID # 2295
OPENED BY THE CITY CLERK ON OCTOBER 28, 2025 AT 11:00 A.M. O'CLOCK

Bidder	Road Gravel, 22-A, M.D.O.T.	Blast Furnace Slag, 22-A, M.D.O.T.	Unit of Measure
Cordes Inc.	\$16.14	No Bid	per Ton
Rison Transport LLC	\$16.50	No Bid	per Ton
Verplank Trucking Company	\$18.50	\$28.00	per Ton
Yellow Rose Transport	\$14.75	\$26.25	per Ton

BUDGET IMPACT:

Sufficient funds are available in the sewer, water and street maintenance accounts.

Attachment(s):

Contract – Yellow Rose Transport

CITY OF WYOMING

GRAVEL AND BLAST FURNACE SLAG 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:

Yellow Rose Transport
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
16861 120th Ave
[Supplier's street address]
Ninewa MI 49448
[Supplier's city, state & zip]

Effective Date means: Oct 28th, 2025

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, City Attorney

Contractor:

Yellow Rose Transport

By: _____
[Signature of officer, director, or principal of Contractor]
Raymond J. Denker
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 10/28, 2025

Staff Report

Date: October 28, 2025

Subject: Bid Award for Gate Valves

From: Jodie Theis, Public Services Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: November 3, 2025

RECOMMENDATION:

It is recommended City Council award the bid for gate valves to both Michigan Pipe and Valve and Core and Main, at the unit prices shown on the Tabulation of Bids. It is also recommended that the City Council authorize the City Manager and City Clerk to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

On Tuesday, October 28, 2025, the City received four bids for gate valves. Sixty-seven invitations to bid were sent to prospective bidders. Michigan Pipe and Valve submitted the low bid. Due to supply chain issues and manufacturing time frames, it is in the best interest of the City to award the bid to both Michigan Pipe and Valve and Core and Main. 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. The total estimated price is an increase of 2% from last year's bid.

BID TABULATIONS:**CITY OF WYOMING**

TABULATION OF BIDS
FOR GATE VALVES - BID # 2296
OPENED BY THE CITY CLERK ON OCTOBER 28, 2025 AT 11:00 A.M. O'CLOCK

Item Description	Estimated Quantity	Core and Main		Etna Supply Company		Ferguson Enterprises		Michigan Pipe and Valve	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6" (Open Right/Left)	12	\$ 858.30	\$10,299.60	\$1,031.80	\$ 12,381.60	\$ 894.18	\$ 10,730.16	\$ 800.00	\$ 9,600.00
8" (Open Right/Left)	6	\$1,350.65	\$ 8,103.90	\$1,408.20	\$ 8,449.20	\$1,399.28	\$ 8,395.68	\$1,288.85	\$ 7,733.10
12" (Open Right/Left)	0	\$2,630.20	\$ -	\$2,771.80	\$ -	\$2,722.62	\$ -	\$2,543.00	\$ -
Grand Total:		\$ 18,403.50		\$ 20,830.80		\$ 19,125.84		\$ 17,333.10	
Brand Bid:		East Jordan Iron Works		East Jordan Iron Works		East Jordan Iron Works		East Jordan Iron Works	
# of days for deliveries from order:		2-14 days		14-21 days		1-7 days, subject to manufacturer lead times		2 business days	

BUDGET IMPACT:

Sufficient funds are available in the appropriate water maintenance accounts.

Attachment(s):

Contract – Core and Main

Contract – Michigan Pipe and Valve

CITY of WYOMING

GATE VALVES

CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Michigan Pipe + Valve Grand Rapids
[Name of supplying entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5500 36th St
[Supplier's street address]
Grand Rapids MI 49512
[Supplier's city, state & zip]

Effective Date means: Oct 28, 2025

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: _____
[Signature]

Gregory T. Stremers, City Attorney

Contractor: Michigan Pipe + Valve GR

By: _____
[Signature of Contractor]
Josh Offinger Municipal Sales
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: Oct 28, 2025