



Board of Directors Regular Meeting

**HOLLAND BOARD OF PUBLIC WORKS
270 S RIVER AVE - CITY COUNCIL CHAMBERS
HOLLAND, MICHIGAN**

**May 11, 2026
4:00 p.m.**

Meeting Agenda

- 1. Call to Order**
- 2. Approval of the Agenda**
- 3. Communications from the Audience**
- 4. Consent Agenda**
 - A. Minutes for Approval
[2026-04-06 Minutes](#)
[2026-04-27 Minutes](#)
 - B. Release of Sewer Special Assessment for 24th Street., US31 to Waverly Road
[Recommendation - Release of Sewer Special Assessment for 24th Street., US31 to Waverly Road](#)
[2026-05-11 Release of Special Assessment \(Mannes 24th St. sewer\)](#)
[2026-05-11 Mannes Sewer Construction Agreement 06-06-1981](#)
 - C. Fiber Drop Construction Services Contract for FY 2027
[Recommendation - Fiber Drop Construction Services Contract for FY 2027](#)
[2026-05-12 VendorComparison CommServe vs UtilitiesOne](#)
[2026-05-12 HBPW Fiber Drop Construction Service - 2026 CommServe](#)
- 5. Major Projects Update**
- 6. Regular Agenda Items**
 - A. FY 2026 James Street Substation Electric Distribution Capital Budget Amendment and Construction Contract with Newkirk Electric
[Recommendation - FY 2026 James Street Substation Electric Distribution Capital Budget Amendment and Construction Contract with Newkirk Electric](#)
[2026 05 11 Newkirk Electric Construction Services Contract -rev AMC 5-19](#)
[2026 05 11 Newkirk Electric James St Breaker Proposal](#)
 - B. Budget Amendment for FY 2026 Electric Distribution Capital Budget
[Recommendation - Budget Amendment for FY 2026 Electric Distribution Capital Budget](#)
- 7. Study Item**
 - A. Safety, Regulatory Compliance, and Legislative Update

[Recommendation - Safety, Regulatory Compliance, and Legislative Update](#)

8. **Other Business, if needed**
9. **Communication from the General Manager**
10. **Communications From the Board**

Adjourn

AUDIENCE PARTICIPATION:

Members of the audience may address the Board of Directors during public hearings and under "Communications from the Audience". Audience participation includes stating name and address and limiting speaking time to five minutes. The City of Holland will provide necessary services and auxiliary aids, such as signers for the hearing impaired and audiotapes of printed materials, to individuals with disabilities, upon receipt of seven days prior notice. Person with disabilities requiring auxiliary aids services should contact the City of Holland by writing or calling: Human Relations c/o City Clerk's Office Esther Fifelski,

270 S River Avenue Holland, MI 49423 Telephone (616) 355-1328.

Document(s) available for translation upon request

La Ciudad de Holland proporcionara servicios necesarios y ayudas auxiliares, tales como personas que usan lenguaje de señas aquellos con discapacidad auditiva y Cintas de audio de materiales impresos, a las personas con discapacidad, con un aviso previo de siete días de anticipación. Las personas con discapacidades que necesiten servicios de ayudas auxiliares deben ponerse en contacto con la Ciudad de Holland escribiendo o llamando a: Human Relations c/o City Clerk's Office, a comunicándose con

270 S River Avenue, Holland, MI 49423, telefono (616) 355-1328.

Documento(s) en traducción disponible(s) a peticion.

Posted: 2026.05.07 @ 625 Hastings Avenue

REGULAR MEETING

The HBPW Board of Directors met
April 6, 2026
at 4:00 p.m.
270 S River Ave. – City Council Chambers
Holland, Michigan

Chair Thompson called the meeting to order at 4:04 p.m.

Members Present: PJ Thompson, Carolyn Maalouf, Brian Lynn, Paul Lilly, City Council Liaison Scott Corbin, and Ex Officio Member Keith Van Beek

Members Absent: Kyle Engbers, Dave Couch

Staff Present: Ted Siler, Joel Davenport, Janet Lemson, Steve Bruinsma, Pieter Beyer, Alex Craigmile, Adam Assink, Grant Koster, Carlos Panuco, Tracy York, Mark Volkers

26.182 **Approval of Agenda**

Board Member Lilly made a motion to approve the agenda. The motion was seconded by Board Member Maalouf.

26.183 **Communications From the Audience**

26.184 **Board Minutes – Regular Meeting Minutes of March 9, 2026, and Special Meeting Minutes of March 23, 2026**

As part of the Consent Agenda, the Board of Directors approved the minutes as presented.

26.185 **Reappointment to the Water System Advisory Council**

The WSAC was established by ordinance in December 2018 and organized with bylaws in March 2019 for the purpose of advising and reporting to the HBPW Board of Directors on issues related to public awareness of lead in drinking water and compliance with the administrative requirements for the Lead and Copper Rule (LCR) adopted by the State of Michigan in June 2018. The bylaws established staggered five-year terms for Council members so that only one member's term expires each year.

Paul Lilly served a partial term of 2 years as part of the Council's establishment and recently completed his first full term on March 11, 2026. A second full term for Paul is being recommended with an end date of December 31, 2030. This end date is part of a planned transition to align WSAC terms with the calendar year.

As part of the Consent Agenda, the Board of Directors send a request that the Mayor & Council reappoint Paul Lilly to a new five-year term on the Water System Advisory Council with an expiration date of December 31, 2030.

26.186 **Metro Fibernet, LLC Pole Attachment Agreement**

Holland BPW Electric Distribution owns and maintains utility poles in the HBPW service area. In general, third-party entities such as cable, phone, and fiber internet service providers can attach their equipment to existing HBPW utility poles when they enter into an agreement. HBPW has pole attachment agreements with multiple entities that govern attachments and set attachment fees.

** Red italics indicate information or discussion added during the meeting and/or action taken.*

2026.04.06

Metro Fibernet, LLC has requested an agreement to attach to our poles to serve fiber internet to its customers.

This agreement with Metro Fibernet LLC, contains a number of items such as rates, requirements, standards and processes to ensure that our poles remain in good order and comply with national safety standards.

As part of the Consent Agenda, the Board of Directors approved a Pole Attachment License Agreement with Metro Fibernet, LLC, pending approval as to form by the City Attorney.

26.187 **Grant of Utility Easement - Liberty Court Association**

Liberty Court is a private street near Veterans Drive that requires an easement to gain access for new fiber infrastructure. The owners have agreed to a utility easement for fiber construction. The easement will allow HBPW to provide fiber service to residents on Liberty Court.

This standard format easement has been approved by the City Attorney.

As part of the Consent Agenda, the Board of Directors approved an easement with the Liberty Court Association.

26.188 **Grant of Utility Easement - Trillium Condominium Association**

Trillium Court is a private street near Central Avenue and US-31 that requires an easement to gain access for new fiber infrastructure. The Condominium Association has agreed to a utility easement for fiber construction. The easement will allow HBPW to provide fiber Internet service to residents on Trillium Court.

As part of the Consent Agenda, the Board of Directors approved an easement with the Trillium Condominium Association pending approval as to form by the City Attorney.

26.189 **2026 Sanitary Sewer and Manhole Condition Assessment Project**

The HBPW maintains an ongoing annual sewer rehabilitation program with goals to assess, repair, and proactively rehabilitate the wastewater collection system. Because the wastewater collection system is a majority non-pressurized pipe system, it allows for the opportunity to perform in-situ inspections of the sewer system to identify the exact location and severity of deficiencies that need to be addressed.

The last large-scale inspection effort was completed between 2021 through 2024. This effort resulted in the inspection of approximately 942,300 feet of sewer and 3,960 manholes. Some deficiencies identified during these inspections have now been addressed.

In order to prioritize future rehabilitation spending, another inspection effort is planned that would result in the inspection of the complete sewer system over a period of five years. This recommendation is for the first year of this inspection effort and would result in the inspection of 63,300 feet of sewer and 270 manholes (<10% of system).

The sewer proposed to be cleaned and televised within this project (FY26) targets a portion of the gravity collection system that is comprised of mostly vintage clay sewer. This area of the system contains the highest frequency of defects, and it is likely one of the main sources of infiltration and inflow within the system.

The invitation to bid was sent to three CCTV contractors. Of those three, one submitted a bid: Plummer's Environmental Services in the amount of \$114,213.45. HBPW staff is confident in

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their ability to perform the work to HBPW standards due to their lengthy record of successful projects with HBPW over the past several years, including the most recent sewer condition assessment.

The cost of the work falls within the Board approved FY26 budget for Sewer System Rehabilitation of which approximately \$130,000 is remaining. As previously mentioned, this work is year one of a five-year condition assessment program. If Plummer's Environmental performs as we expect them to, we plan to renew this contract with additional work in FY27 again utilizing the Sewer System Rehabilitation budget.

As part of the Consent Agenda, the Board of Directors approved a contract with Plummer's Environmental Services in the amount of \$114,213.45, with a 10% contingency of \$11,421.35 for a total of \$125,634.80, pending approval as to form from the City Attorney.

26.190 **Electric Production Telehandler Purchase**

Telehandlers are versatile pieces of equipment that are similar to forklifts but with crane-like reach and four-wheel drive. They can be used to lift, move, and place heavy materials in a variety of environments such as rough terrain, high-reach, or compact spaces.

Electric Production is seeking a telehandler for lifting, transporting, and placing heavy loads at ground level and high-level areas at Holland Energy Park and 48th Street. This is expected to improve response time for emergency repairs and plant outages. Rental of similar equipment can have a lead time of 3-5 days depending on availability. This can result in costly time extensions for emergency repairs and unplanned outages. A \$150,000 project was included in Electric Production's FY26 capital budget for this purchase. MacAllister Rentals ("MacAllister") and GM Equipment supplied quotes for this equipment as summarized below.

Bidder Name	Business Location	Quote EST Amount	Meets Specifications	Previous Contracts
MacAllister	Byron Center - MI	\$113,275.00	Yes	Yes
GM Equipment	Hudsonville - MI	\$117,665.00	Yes	Yes

MacAllister provided the lowest evaluated bid and has agreed to our standard Purchase Order Terms and Conditions for the purchase.

As part of the Consent Agenda, the Board of Directors approved a purchase order with MacAllister in the amount of \$113,275.

26.191 **Declaration of Surplus Material Spring**

The HBPW has identified materials and equipment which are no longer pertinent for use. The attached list shows the items determined as excess, obsolete, or uneconomical to repair. Once declared surplus, the items will be disposed of in the following order:

1. Offered to other City departments
2. Sell to companies specializing in inventory disposal
3. Auction (utilizing GovDeals online portal)
4. Public auction (in limited cases)
5. Donation
6. Recycling or waste disposal

** Red italics indicate information or discussion added during the meeting and/or action taken.*

As part of the Consent Agenda, the Board of Directors approved the attached lists of items as surplus.

- 26.192 Action on Consent items:
 - Motion to approve, accept, or adopt Consent Agenda items *Maalouf*
 - Second *Lynn*
 - Favor *4*
 - Oppose *0*

26.193 Major Project Update

For information only

26.194 Lincoln Lift Station Improvements Project

HBPW staff have identified that the Lincoln Lift Station is in need of rehabilitation. An RFP for engineering services was issued to six potential consultants. Proposals were received from five of the consultants as summarized in the table below:

Lincoln Lift Station Improvements Bid Opening 3/20/2026	
Engineer	Total Design Cost
Fishbeck	\$204,500.00
Spalding DeDecker	197,634.50
Fleis & Vandenbrink	97,400.00
Holland Engineering	91,676.00
Hubbell, Roth & Clark	81,380.00

After reviewing all the proposals and meeting with the three low bidders, the staff recommendation is to proceed with Hubbell, Roth & Clark (HRC). They demonstrated an impressive knowledge of lift stations at the lowest engineering service bid.

The design of the Lincoln Lift Station is expected to start this Spring (FY 2026) with construction to follow next Spring (FY 2027).

Recommendation: The Board of Directors approved a contract with Hubbell, Roth & Clark (engineers) in the amount of \$81,380, with a 10% contingency of \$8,138, for a total of \$89,518 pending approval as to form from the City Attorney.

- Motion to approve recommendation* *Lilly*
- Second* *Lynn*
- Favor* *4*
- Oppose* *0*

26.195 Water Treatment Plant Low Service Backup Generator Procurement

Bid proposals to provide a diesel permanent standby generator and ATS for the WTP low service pumping station were requested from three qualified bidders. The generator and associated equipment were required to be sized such that the WTP could operate three of its 200hp low service pumps using only generator power. Three bids were received. Bid pricing included supply, delivery, and testing. A summary of the evaluated bid results is provided in the table below:

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between Settlers Road and Hoover Boulevard. Based on record drawings showing multiple bends in the pipe, traditional CIPP lining was ruled out due to performance limitations. Instead, a non-cured flexible Primus liner was selected. This liner is designed for potable water mains, is capable of accommodating bends up to 90 degrees, and suitable for longer installation lengths.

Advantage Reline agreed to HBPW's purchase order terms and conditions for the proposed work. Since this project was not included as a defined project in the approved FY 2026 capital plan, a budget amendment is required for its approval. In addition to the purchase order with Advantage Reline, the project will require excavation and pipe installation support in the amount of \$77,200 provided by Milbocker & Sons Inc. (proposals were requested from three additional excavators but none were responsive to the request), and traffic control provided by Give 'em a Brake in the amount of \$9,390, for a project total of \$337,138.77 inclusive of the contingency amount. Based on this, an FY 2026 capital budget amendment of \$340,000 is being requested.

Recommendation: The Board of Directors approved an FY 2026 capital budget amendment in the amount of \$340,00 and approve a purchase order with Advantage Reline in the amount of \$227,771.61, with a 10% contingency of \$22,777.16, for a total of \$250,548.77.

<i>Motion to approve recommendation</i>	<i>Maalouf</i>
<i>Second</i>	<i>Lynn</i>
<i>Favor</i>	<i>4</i>
<i>Oppose</i>	<i>0</i>

26.197

Engineering Agreement with Black & Veatch

The anaerobic digester project has been operating since late 2023 but has not yet reached final completion due to ongoing performance issues. To date, the project's contractor has been unable to demonstrate that the system can meet the maximum hydraulic throughput required by the project specifications. They also have been unable to demonstrate that the system can achieve the necessary treatment to achieve Class A Biosolids as required.

Attempts to reach resolution of the outstanding performance issues with the contractor have been unsuccessful to date. HBPW is contracting with Black & Veatch to perform an overall assessment of the anaerobic digestion system in order to identify the necessary work scope and associated cost to bring the system into compliance with the design criteria outlined in the original project specifications. This effort is intended to assist in the achieving final resolution of the performance deficiencies.

HBPW staff is actively engaged with Black & Veatch to finalize the scope of work and proposal for this effort. While Black & Veatch's proposal is not yet finalized, they have provided indicative pricing of \$210,000 for the assessment. The requested value is intended to cover this cost and includes \$40,000 in contingency in case the final contract value ends up being slightly higher than currently anticipated.

Black & Veatch is currently estimating the assessment process to take approximately eight weeks. The results of this undertaking are expected to provide necessary information for ongoing mediation related to the digester project. Approval of the contract is being sought ahead of the proposal finalization due to the importance of timely performance of the work for the mediation process.

Recommendation: The Board of Directors approved an engineering services agreement with Black & Veatch in an amount not to exceed \$250,000, pending approval as to form from the City Attorney. Also authorize the execution of the agreement by Joel Davenport, HBPW's Operations Director, acting as a designee for HBPW's General Manager.

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<i>Motion to approve recommendation</i>	<i>Lilly</i>
<i>Second</i>	<i>Maalouf</i>
<i>Favor</i>	<i>4</i>
<i>Oppose</i>	<i>0</i>

26.198

Utility Services Director Comments

- Our next meeting is a Study Session on April 27. Topics addressed: Customer Satisfaction Survey results and annual regulatory issues
- Holland Energy Park will have open hours this week, 7th-8th-9th, 12:00-2:00 pm.
- This is Pieter Beyer's last Board Meeting before leaving the BPW

ADJOURNMENT

A motion to adjourn the meeting of *April 6, 2026*, was made by *Lilly* supported by *Maalouf* and agreed upon by the Board of Directors present.

The Board Meeting of April 6, 2026, adjourned at *4:55 p.m.*

Minutes respectfully submitted by,

Janet Lemson, Secretary to the Board

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SPECIAL MEETING

The HBPW Board of Directors met
April 27, 2026
at 4:00 p.m.
49 W Third St.
Holland, Michigan

Chair Thompson called the meeting to order at 4:01 p.m.

Members Present: PJ Thompson, Carolyn Maalouf, Paul Lilly, Brian Lynn, Kyle Engbers (arrived late), Scott Corbin (arrived late)

Members Absent: Keith VanBeek, Dave Couch

Staff Present: Dave Koster, Janet Lemson, Ted Siler, Becky Lehman, Jenessa Carter, Joel Davenport, Amy Yost, Tracy York, Rebecca Cuellar, Liz Maciag-Lankherd, Ron VanderVeen, Vince Duckworth (Cunningham Dalman)

26.199 **Approval of Agenda**

Board Member Lynn made a motion to approve the agenda. The motion was seconded by Board Member Lilly.

26.200 **Communications From the Audience**

None

STUDY ITEM

26.201 **Customer Satisfaction Survey Results Fiscal Year 2026**

Sofia Vigeant and Katherine Bolmer
Great Blue Research was again contracted by HBPW to conduct a survey of residential and business customers regarding satisfaction of various aspects of their utility services and relationship with HBPW. This is the second survey that we have conducted with Great Blue and allows us to use state and national benchmarks for comparison of our performance.

The survey resulted in overall satisfaction ratings of 94.3% better than neutral for residential customers and 91.7% better than neutral for business customers.

Great Blue Research will review the methodology and high-level results of the survey. Included in the study are considerations and actionable insights for continuous improvement measures.

Item presented for information. No Board action required.

QUARTERLY MONITORING REPORTS

26.202 **Insurance Claims Received During FY 2026 Third Quarter**

The following claims were received between January 1 - March 31, 2026. Please note that claims filed during this period may include losses incurred in prior periods.

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Claim Number	Date Of Loss	Incurred Total	Paid Total	Accident Description
P011-25-00598	12/16/2025	6,852.00	6,852.00	Lift Station Failure
P011-25-00599	12/16/2025	47,300.00	47,300.00	Lift Station Failure
P011-25-00610	11/13/2025	1,000.00	0.00	Faulty water meter caused water damage
P011-25-00612	11/19/2025	500.00	0.00	Damage while installing Fiber
P011-26-00601	1/7/2026	100.00	0.00	Driveway and lawn damage
P011-26-00602	1/8/2026	1,964.68	1,964.68	Water damage caused by water meter replacement
P011-26-00605	1/31/2026	5,853.88	5,728.88	Sewer backup from blocked sewer main
Total		\$ 63,570.56	\$ 61,845.56	

The Board accepted the report of damage claims received during FY 2026 Third Quarter.

26.203

Meeder Public Funds Investment Strategy Update as of March 31, 2026

Highlights:

- Geopolitical risks, particularly the Iran conflict and related energy price volatility, have reemerged as key macroeconomic themes alongside ongoing fiscal and trade uncertainty.
- After a 0.25% cut in December 2025, the Federal Reserve held rates steady during their January and March 2026 meetings.
 - The Fed's "dot plot" projects one additional 25 basis point rate cut later in 2026, though futures markets reflect uncertainty, ranging from a possible hike to a modest cut.
- Inflation year-over-year was 3.3% as of March 2026, remaining above the Fed's 2% target.
 - One year forward inflation expectations rose materially in early 2026 to 3.1% due to rising energy costs.
- Economic growth data through March 2026 shows fairly robust consumer spending, which comprises about 70% of GDP, particularly among upper-income households.
- The labor market has continued to cool gradually, with the unemployment rate increasing to 4.3% as of March 2026. While this is a climb from previous lows, jobless claims remain extremely low, reflecting a "no hire, no fire" labor market.
- Interest rates continued to decline across the yield curve, including a decline of the 2-year Treasury yield to 3.71% as of April 17, 2026.
- While rates have declined alongside lower job growth, they remain materially higher than the average of the past 20+ years.

Portfolio overview (as of March 31, 2026):

- Current Portfolio (shorter term operating expense needs)
 - Total Balance: \$40.82 million
 - Weighted average maturity: 1.42 years (slightly shorter than this time last year)
 - Weighted average yield: 4.14%
 - Portfolio remains conservatively positioned with high liquidity to meet operating needs.
- Long Term Portfolio
 - Total Balance: \$27.20 million
 - Weighted average maturity: 2.42 years (expected to continue to increase as investments mature and are reinvested)
 - Weighted average yield: 4.14%
 - Maturity profile continues to extend modestly as investments are reinvested in a declining rate environment.
- 2024 Project Funds Portfolio
 - Total Balance: \$4.68 million
 - Weighted average maturity: 0.00 years
 - Weighted average yield: 3.52%
 - Portfolio positioned for near-term project liquidity, with a majority held in cash and very short-term Treasuries.

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2026.04.27

The Board accepted for information the Meeder Public Funds Investment Strategy Update dated April 2026.

26.204 Energy Risk Management Policy Performance Summary for Third Quarter FY 2026

HBPW's Delegation Policy D015-1 outlines the organization's framework for electric market activities including hedging requirements and counterparty credit risk management. Each quarter, HBPW staff prepares a report that highlights the organization's performance relative to the policy. A copy of the report for the third quarter of FY26 is attached for the Board's information and will be discussed at the April 27, 2026, Special Meeting. Highlights from the quarter include:

- All hedge program requirements were met throughout the quarter
- No new natural gas hedge transactions were entered into during the quarter
- Natural gas hedge transactions in place as of 3/31/2026 total 18,209,650 MMBtu at a cost of \$68,953,867
- Mark to Market on existing natural gas hedge transactions is currently unfavorable by \$5,368,608
- There were no capacity transactions during the quarter
- HBPW sold 11,826 New Jersey Class I Renewable Energy Certificates during the quarter for a total of \$325,215
- All counterparties are within their approved credit limits

The Board accepted for information the Energy Risk Management performance summary.

26.205 Third Quarter Key Performance Indicators (KPI) FY 2026

As per Governance Policy G002, Key Performance Indicators are reported to the Board of Directors as a quarterly agenda item. KPI reporting supports the Results Policies that came out of the Strategic Planning process.

The quarterly monitoring report was presented. No Board action needed.

26.206 Financial Update – FY 2026 Third Quarter

For information only

26.207 Closed Door Session

A Closed Session is necessary to consult with the City Attorney regarding trial or settlement strategy in connection with Davis Construction, Inc. v. City of Holland and CB&I Storage Tank Solutions, Inc., Ottawa County Circuit Court, Case No. 2026-0000008794-CB because an open meeting would have a detrimental financial effect on the litigating or settlement position of the City.

Motion to enter Closed Session @ 4:44 p.m.	<Name>
Made by	Lilly <Name>
Second:	Engbers
Favor	5
Oppose	0
<i>ROLL CALL: Thompson, Maalouf, Lilly, Engbers, Lynn</i>	
Motion to re-enter Open Session @ 5:19 p.m.	<Name>
Made by	Lilly <Name>
Second	Engbers
Favor	5 <#>
Oppose	0 <#>

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2026.04.27

ADJOURNMENT

A motion to adjourn the meeting of *April 27, 2026*, was made by *Engbers* supported by *Lilly* and agreed upon by the Board of Directors present.

The Board Meeting of April 27, 2026, adjourned at *5:55 p.m.*

Minutes respectfully submitted by,

Janet Lemson, Secretary to the Board

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2026.04.27



**OFFICE OF THE GENERAL MANAGER
BOARD OF PUBLIC WORKS
HOLLAND, MICHIGAN**

To: BPW Board of Directors
Date: 2026-05-11
Subject: Release of Sewer Special Assessment for 24th Street., US31 to Waverly Road

Utility Services Department

Introduction:

In 1981, as part of the installation of sewer on 24th Street from US31 to Waverly Road, a construction agreement was entered into with Robert Mannes. The agreement allowed for a sewer special assessment and recovery of construction expense for Mr. Mannes when properties were developed on the north side of 24th Street. The properties have been developed, and the special assessment can be released.

Recommendation:

Approve the release of the special assessment for sewer service to properties on the north side of 24th Street as described in the attached release.

Description:

In 1981, the City of Holland entered into a construction agreement with Robert Mannes. Mr. Mannes paid for the costs of construction of sanitary sewer on 24th Street from US31 east to Waverly Road. The agreement allowed for a special assessment and recovery of construction expense for Mr. Mannes when properties were developed on the north side of 24th Street that connected to the sanitary sewer main. The properties identified have been developed and assessed, and the special assessment can be released.

Respectfully submitted,

David G. Koster
General Manager

Strategic Directive:

- 1. HBPW will effectively and proactively address customer needs and continually seek ways to grow through the provision of added value services to its customers and the greater Holland area.**
- 2. HBPW will follow fiscal policies that ensure the long-term stability of finances, cash reserves, rates, and workforce.**

Attachments:

- 2026-05-11 Mannes Sewer Construction Agreement 06-06-1981**
- 2026-05-11 Release of Special Assessment (Mannes 24th Street Sewer)**

Report prepared by: Ted Siler, Utility Services Director

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That the City of Holland, a municipal corporation, whose address is 270 River Avenue, Holland, Michigan 49423, does hereby **remise, release and fully discharge** the premises hereinafter particularly described from the Memorandum of Special Assessment, executed by the City of Holland, against Robert Mannes, dated June 6, 1981, and recorded on June 21, 1981, in Liber 929, Page 426, of the Ottawa County Records.

Said premises being situated in the City of Holland, County of Ottawa, State of Michigan, and particularly described as follows:

All that part East 1/2, NE 1/4, Section 33, T5N, R15W, commencing at SE corner thereof, thence W along E and 1/4 line 810.49 feet to the E line of US 31 bypass, thence Northerly along East line of said bypass on a curve to the left cord bearing North 0 degrees 29' 21" East 837.97 feet, thence N 524.72 feet thence S 89 degrees 40' 30" East 744.88 feet, thence S 1330.16 feet more or less to the point of beginning except South and East 33 feet for Street. City of Holland, County of Ottawa, State of Michigan.

Dated: _____, 2026

CITY OF HOLLAND

APPROVED AS TO FORM:
CITY OF HOLLAND

By _____
Nathan Bocks, Mayor

Vincent L. Duckworth
City Attorney
Date: _____

By _____
Brenda Katerberg, City Clerk

SEWER CONSTRUCTION AGREEMENT

THIS AGREEMENT entered into this 6th day of June, 1981, by and between the CITY OF HOLLAND, a municipal corporation of Ottawa and Allegan Counties, Michigan, hereinafter referred to as "City", and Robert J. Mannes, a married man, of 15 West 34th Street, Holland, Michigan, hereinafter referred to as "Mannes".

Statement of Agreement

Mannes has requested the City to construct, install, and extend a sanitary sewer in 24th Street from the West side of US 31 East to Waverly Road, Holland, Michigan. The sanitary sewer to be installed East of the East right-of-way of US 31 in 24th Street, Holland, Michigan, will primarily serve and benefit two (2) parcels of property legally described as follows:

1. All that part of East 20 acres of the North 25 acres of the Northeast 1/4, Southeast 1/4, lying East of new US 31 Section 33, T5N, R15W, except North and East 33 feet for street. City of Holland, County of Ottawa, State of Michigan. (Tax no. 70-16-33-400-014)

Said property shall hereinafter be referred to as the "Mannes parcel".

2. All that part East 1/2, NE 1/4, Section 33, T5N, R15W, commencing at SE corner thereof, thence W along E and W 1/4 line 810.49 feet to the E line of US 31 bypass, thence northerly along East line of said bypass on a curve to

the left cord bearing North 0 degrees, 29' 21"
East 837.97 feet, thence N 524.72 feet thence S
89 degrees 40' 30" East 744.88 feet, thence S
1330.16 feet more or less to the point of
beginning except South and East 33 feet for
street. City of Holland, County of Ottawa,
State of Michigan. (Tax no. 70-16-33-200-026)

Said property shall hereinafter be referred to as the "De Witt
parcel".

Mannes has agreed, in accordance with the terms and
conditions contained herein, to reimburse the City for the cost
of the installation of the sanitary sewer East of the East
right-of-way of US 31. The City of Holland has agreed to
construct, install, and extend the sanitary sewer in accordance
with the terms and conditions contained herein. It is the
intent and purpose of this agreement to outline the terms,
conditions, and agreements of the parties relating to the
construction of the sanitary sewer and the payment of the public
improvement.

For and in consideration of the mutual promises
contained herein, the parties agree as follows:

1. Construction of the Public Improvement. The City
hereby agrees to construct an eight inch (8") sanitary sewer in
24th Street, Holland, Michigan, commencing from the West side of
US 31, East to Waverly Road for an approximate distance of
eleven hundred twenty (1,120) feet.

2. Cost of Construction. Prior to the execution of
this agreement, the City and Mannes acknowledge that the City

has accepted the bid of St. Clair Excavating Company in the amount of Fifty-Six Thousand Seven Hundred Six and 35/100 (\$56,706.35) Dollars for the construction of the sanitary sewer. The parties further acknowledge that the estimated cost of the construction for the installation of the sanitary sewer East of the East right-of-way line to Waverly Road is Thirty-Eight Thousand Nine Hundred Eighty and 00/100 (\$38,980.00) Dollars. Without representation as to the accuracy, specificity, or certainty of the above captioned costs, Mannes agrees that he will pay to the City, in accordance with the schedule set forth in paragraph 3, the following costs:

A. The actual construction costs incurred by the City for the installation, construction, and extension of the eight inch (8") sanitary sewer from the East side of the East right-of-way line of US 31 to Waverly Road. This amount shall hereinafter be referred to as the "cost of construction".

B. The engineering, legal expenses, and administrative costs of the City allocated to the cost of construction.

3. Manner of Payment. The cost of construction shall be paid by Mannes to the City in the following manner:

A. Nineteen Thousand Four Hundred Ninety and 00/100 (\$19,490.00) Dollars shall be paid to

the City upon the execution and acceptance of this agreement;

B. The remaining cost of construction plus the costs outlined in paragraph 2B shall be paid to the City not later than thirty (30) days after the completion of construction of the sanitary sewer (as certified by the City Engineer). The City shall present to Mannes an itemized allocation of the costs of construction upon completion of the sanitary sewer.

4. Reimbursement Procedure. The City and Mannes hereby agree that reimbursement shall be made to Mannes by a party subsequently connecting to the sanitary sewer to be determined in the following manner:

A. Upon completion of the sanitary sewer, the City shall compile all billings, invoices, and other evidences of cost, including, but not limited to, administrative and legal expenses to determine the assessible cost of construction.

B. The City shall determine the number of assessible feet for the sanitary sewer based upon a computation of the number of assessible feet if the City were to specially assess benefitting properties fronting the sanitary sewer. The cost of construction shall be divided by the number of

assessible feet to determine the "front foot" cost to be "assessed" pursuant to this agreement against subsequent owners of the De Witt property heretofore described.

C. Any property owner desiring to connect to the sanitary sewer, with exception of Mannes or his successors or assigns, shall pay to the City an amount equal to the "front foot" cost multiplied times the number of front feet in the lot with respect to which connection is to be made, plus ten percent (10%) interest computed annually on such date from the completion of the construction (as certified by the City Engineer). In no event shall the amount of interest accruing on the connection cost of a subsequent property owner exceed the connection cost.

D. Upon payment, the City shall immediately remit the amount determined by this paragraph to Mannes and shall present evidence of the reimbursement calculation set forth herein.

5. Recorded Notice. The City shall record with the Ottawa County Register of Deeds in the chain of title in the De Witt property a memorandum of special assessment in the form set forth on the attached Exhibit A.

6. Change Orders During Construction. The City and

Mannes hereby acknowledge that the cost of construction, as defined herein, has been estimated based upon bidded construction costs and anticipated engineering and legal fees for the construction and installation of the sanitary sewer. Notwithstanding anything else to the contrary contained herein, the City shall have the right to modify the sanitary sewer project during the course of construction through change orders based upon unforeseen circumstances at the time of the engineering of this project. The City shall not be required to notify Mannes of any alteration or modification prior to the effective date of such change order. Such alteration or modification shall not alter or modify the terms of this agreement.

7. Default in Payment. Failure of Mannes to pay any amount specified in paragraph 3 hereof, or to perform any covenant, condition, or agreement contained herein shall constitute an event of default. The City may pursue any remedy in law or equity, including, but not limited to the right to foreclose against the Mannes property in accordance with the Statutes of this State applicable to special assessment liens.

8. Binding Effect. This agreement is binding upon the parties hereto, their heirs, personal representatives, executors, or assigns.

9. Complete Agreement. This agreement constitutes the entire agreement between the parties hereto, and no covenant,

MEMORANDUM OF SPECIAL ASSESSMENT

NOTICE IS HEREBY GIVEN that the City of Holland, a municipal corporation of Ottawa and Allegan Counties, has constructed a sanitary sewer in 24th Street, Holland, Michigan, commencing from the West side of US 31, East to Waverly Road. This sanitary sewer benefits the following described parcel:

All that part East 1/2, NE 1/4, Section 33, T5N, R15W, commencing at SE corner thereof, thence W along E and W 1/4 line 810.49 feet to the E line of US 31 bypass, thence northerly along East line of said bypass on a curve to the left cord bearing North 0 degrees, 29' 21" East 837.97 feet, thence N 524.72 feet thence S 89 degrees 40' 30" East 744.88 feet, thence S 1330.16 feet more or less to the point of beginning except South and East 33 feet for street. City of Holland, County of Ottawa, State of Michigan. (Tax no. 70-16-33-200-026)

Any person, party, or entity desiring to connect to the sanitary sewer shall pay a cost of connection pursuant to the terms and conditions of a certain agreement dated June 6, 1981 executed by the City of Holland and Robert Mannes.

This memorandum is dated this 6th day of June, 1981.

Witnesses:

J. Van Slooten
J. Van Slooten

CITY OF HOLLAND

D.W. Schipper
D.W. Schipper, Clerk

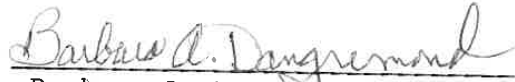
E. De Graaf
E. De Graaf

Received for record..... June 12
A. D. 1981..... at..... 9..... o'clock..... P..... m.

Phyllis Oakman
REGISTER OF DEEDS

STATE OF MICHIGAN)
) ss.
County of Ottawa)

On this 6th day of June, 1981, before me, a Notary Public in and for said County, appeared Donald W. Schipper, to me personally known, who, being by me duly sworn, did say that he is the City Clerk for the City of Holland, the municipal corporation named herein, and which executed the within instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation and that the said instrument was signed and sealed on behalf of the corporation by authority of its Council and that said Donald W. Schipper acknowledges that said instrument to be the free act of said corporation.



Barbara A. Dangremond
Notary Public, Ottawa County, MI

My commission expires: April 24, 1985

This document prepared by:

CUNNINGHAM, MULDER & BREESE
Attorneys at Law
196 River Avenue, Box 902A
Holland, Michigan 49423



**OFFICE OF THE GENERAL MANAGER
BOARD OF PUBLIC WORKS
HOLLAND, MICHIGAN**

To: BPW Board of Directors
Date: 2026-05-11
Subject: Fiber Drop Construction Services Contract for FY 2027

Utility Services Department

Introduction:

Broadband Services fiber drop construction contractor is needed to support further growth of fiber services in FY 2027.

Recommendation:

Approve the rates provided in a construction contract with ComServe Communications Inc. for a one-year term, for a total value of \$300,000, pending approval as to form by the City Attorney.

Description:

Current Holland City Fiber (HCF) drop construction has been supported by ITG who is completing their contract by the end of June 2026. Broadband Services completed an RFP process to find a new partner to assist internal staff with building fiber drops from the HCF Passings Project to customer properties as well as fiber drop construction for new Active Ethernet and Dark Fiber services.

Staff requested proposals from nine companies and received two bids. After a full evaluation process that considers price, contractor capacity, quality, experience and other factors, ComServe submitted the lowest cost evaluated bid and the highest evaluation score. The cost evaluation was based on a provided number of overhead and underground drops in order to make good comparisons between rates provided in the bids.

Contractor	Evaluation Score	Evaluated Proposal Fee
ComServe Communications Inc.	4.3	\$143,250
Utilities One	3.8	\$167,985

The contract is for a one-year term and contains no minimum construction requirements. ComServe will be used on an as-needed basis to augment HBPW internal staff completing scheduled drop construction activities outside the home.

The HCF proforma estimates 1,422 new customers in FY27, or about 118 a month. HBPW field technicians will cover most or all of these installations, but any resource shortfalls will be covered by this agreement. The total requested value in this recommendation, \$300,000, can cover up to approximately 30% (442) of all anticipated drops for the year at an average price of \$678.

All FY 2027 drop construction is completed as part of the Broadband capital budget with a total budget of \$1,614,000.

Respectfully submitted,

David G. Koster
General Manager

Strategic Directive:

- 1. HBPW will effectively and proactively address customer needs and continually seek ways to grow through the provision of added value services to its customers and the greater Holland area.**
- 4. HBPW will provide reliable utility services to the customers it serves.**

Attachments:

- 2026-05-12 HBPW Fiber Drop Construction Service - 2026 CommServe**
- 2026-05-12 VendorComparison_CommServe_vs_UtilitiesOne**

Report prepared by: Pete Hoffswell, Superintendent of Broadband Services

HOLLAND BOARD OF PUBLIC WORKS

REQUEST FOR PROPOSAL

Fiber Drop Construction Services

ISSUE DATE

February 26, 2026



**Holland Board of Public Works
625 Hastings Avenue
Holland, MI 49423
Phone 616-355-1500**

I. INTRODUCTION

The Holland Board of Public Works (HBPW) is seeking proposals for services to support a growing fiber-to-the-premises (FTTP) network. HBPW seeks a partner to assist with fiber drop installation to new customers within the City of Holland.

II. Project BACKGROUND & DESCRIPTION

The Holland Board of Public Works (HBPW) is in the final phases of constructing and activating a city-wide Fiber-to-the-Premise (FTTP) network designed to enhance Holland’s communications infrastructure and deliver high-speed internet services to all businesses and residents within the City of Holland.

For 30 years, HBPW has provided fiber optic service to the greater Holland, Michigan area. Our success and the desire for more connectivity have driven us to build a city-wide FTTP network called Holland City Fiber (HCF). Our project's high-level design metrics include:

- 15,700 Passings
- 195 Route Miles (134 aerial, 61 underground)
- 15 Service Areas (500 – 1500 passings per service area)
- Utilizes XGS-PON equipment

In addition to the FTTP initiative, HBPW continues to leverage its existing fiber infrastructure to deliver dark fiber and lit Ethernet services to commercial customers across Ottawa and Allegan counties.

HBPW is seeking qualified contractors to support ongoing drop construction activities. The selected contractor will be responsible for constructing fiber drops from aerial and vault-located Multipoint Service Terminals (MSTs) or splice points to customer premises. Work may include installation up to and potentially into customer structures, depending on the service scenario.

This RFP aims to secure a reliable resource to supplement HBPW’s fiber technicians and ensure the timely and high-quality delivery of customer drop installations as service activations continue across the city.

III. PROPOSAL SCHEDULE

The following is the preliminary proposal schedule for this procurement: The following is the preliminary proposal schedule for this procurement:

Milestone	Timeframe
Mandatory pre-proposal meeting (virtual option available)	March 10, 2026, 3:00 pm ET
Proposals submitted to HBPW	April 1, 2026, 2:00 PM ET
Proposal Review, Interviews and Selection of Vendor	April, 2026
Contract Award	May 1, 2026
Project Initiation	Summer 2026

IV. SCOPE OF SERVICES

Overview:

HBPW is seeking qualified contractors to perform fiber drop construction for HBPW Fiber services. Work includes construction from aerial or vault-located MSTs or Splice cases to customer premises, including exterior terminations and, when specified, entry into the building to a demarcation point.

Required Services

HBPW is seeking services to:

- Install underground and overhead external fiber service drops and outside demarcation boxes, And, Optionally, install an entry cable from the demarcation box to the inside fiber termination point. A detailed scope for each of these services can be found in **Attachment 2: Specifications**

Work Volume

HBPW does not anticipate the volume of work to be sufficient to keep a crew fully utilized every day during the contracted time period. HBPW is open to solutions that address this challenge, such as scheduling drops on designated days during the week, a week per month, or other mutually agreed upon solutions that ensure efficiency and cost control.

V. PROPOSAL REQUIREMENTS

A **mandatory** pre-proposal meeting will be held on **March 10, 2026 @ 3:00 pm ET at the HBPW Service Center, 625 Hastings Ave, Holland, MI 49423, and virtually**. Bidders interested in attending virtually will request an invite from **Bill Badran (bbadran@hollandbpw.com)** and receive a link for meeting attendance by Teams. **Bidders not attending the pre-proposal meeting are disqualified from bidding.**

Bids must include:

Proposal (referred to as Exhibit B) that includes:

Company Overview:

- a. Briefly describe your company's background, including the number of years in operation, the scale of your operations, and any relevant certifications or accreditations.

Proposal details:

- a. Description of proposal, including methodology, cabling scheme, installation equipment selection, and other pertinent details. HBPW will provide all fiber optic materials required for the drop installation.

Experience and Track Record:

- a. Provide details about your experience in FTTP drop construction, particularly in residential communities similar in size and scope to ours.
- b. Share any notable projects or success stories that demonstrate your expertise in FTTP installation services.

References:

- a. Please provide at least three references from past clients who have utilized your FTTP construction services. Include their contact information (name, company, phone number, email) for verification purposes.

Proposal Pricing Sheets (Attachment 3):

- a. Price Proposals shall be submitted in the format indicated in Attachment 3. The quantities specified in the Price Proposal Sheets are 1-year approximations and are for the purpose of proposal evaluation. **Final quantities may vary.**
- b. Bidders are encouraged to add units starting at line 1.2x of the Proposal Pricing Sheet for recommended optional services. Any additional services must include detailed service descriptions in a similar fashion to that seen in Attachment 2 – Specifications.

VI. PROPOSAL SUBMITTAL

Proposals must be received no later than **April 1, 2026 @ 2:00 PM ET** Vendors shall e-mail electronic copies to:

Bill Badran, Broadband Services Supervisor
E-mail Address: bbadran@hollandbpw.com

A **BID RECEIVED RECEIPT** response e-mail will be sent to all parties on the submitted Bid e-mail. If a **BID RECEIVED RECEIPT** response e-mail is not received by Bidder, Bidder shall not assume that the Bid has been received. Only Bids with a **BID RECEIVED RECEIPT** response e-mail will be considered.

VII. PROPOSAL EVALUATION AND SELECTION

The selection of a Bidder will be made at the complete discretion of the Holland Board of Public Works (HBPW), which reserves the right to accept or reject any and all proposals.

HBPW staff shall evaluate each proposal to determine the bidder offering the best value. Cost of the proposal is significant but shall not be the sole criterion in selecting a bidder. The HBPW may request an interview with the bidder in order to complete the evaluation.

Each proposal shall contain any requested changes to the Contract terms and conditions as outlined in Attachment 1. Requested changes to the contract will be reviewed by HBPW as part of the proposal evaluation.

VIII. ATTACHMENTS

Attachment 1: Contract for Drop Construction

Attachment 2: Specifications

Attachment 3: Price Proposal Sheet

Attachment 4: Form of Performance and Payment Bond

Attachment 5: Contractor Safety Management Program

**HOLLAND BOARD OF PUBLIC WORKS
CONTRACT FOR FIBER DROP CONSTRUCTION SERVICES**

This Contract is entered into this _____ day of _____, 2026 by and between the City of Holland, a Michigan municipal corporation of Ottawa and Allegan Counties, Michigan, acting by and through its Board of Public Works ("**OWNER**"), which has offices located at 625 Hastings Avenue, Holland, Michigan 49423 and CommServe Communications, a Incorporated corporation, which has offices located at, 9065 McWain Rd. Grand Blanc, MI 48439 ("**CONTRACTOR**").

In consideration of the promises below, the parties mutually agree as follows:

Article 1-Scope of Services / Statement of Work

The Contractor shall perform the following services ("Work") more fully described in the following attachments:

Exhibit A: RFP for Fiber Drop Construction Services February 26, 2026

Exhibit B: Contractor's proposal dated March 31, 2026.

Article 2- Compensation

2.1) Owner shall pay to the Contractor for the Work performed on the basis of the construction units actually installed as directed by the Owner for services as identified in RFP for Fiber Drop Construction Services (**Exhibit A**), which shall be billed in itemized billings to the Owner on a monthly basis based upon the work set forth in Contractor's Proposal (**Exhibit B**). Owner shall pay undisputed itemized billings of Contractor within thirty (30) days of the billing date. The final payment by the Owner to the Contractor shall not be paid until final completion of the Work and acceptance of the Work by the Owner.

2.2) All changes to the Contract Work must be submitted to and approved in writing by the Holland Board of Public Works representative prior to the Work.

2.3) No payments will be made to the Contractor until the certificates of Insurance have been received by the Owner. If the insurance furnished by the Contractor expires or is canceled during the term of the Contract, the Work and related payments will be suspended until insurance certificates evidencing renewal of coverage are submitted and accepted by the Owner.

Article 3-Responsibility and Reporting of the Contractor

3.1) The Contractor is responsible to report to **Bill Badran, Broadband Services Supervisor**, of the Holland Board of Public Works, and will cooperate and confer with him as necessary to ensure satisfactory Work progress.

3.2) All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

3.3) All reports made in connection with these services are subject to review and final approval of the Owner.

3.4) The Owner may review and inspect the Contractor's activities during the term of the Contract. Owner may audit and inspect Contractor's records and accounts covering reimbursable costs for a period of six months following the completion of Contractor's Work. The purpose of any such audit shall be only for verification of such costs. Contractor shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or as a percentage of other costs.

3.5) When applicable and requested by the Owner, the Contractor will submit a final written report.

Article 4- Schedule for Performance

4.1) The term of this Contract shall commence on July 1, 2026 and shall be completed on or before June 30, 2027. Changes in the time of completion shall be in writing between the Owner and Contractor.

Article 5- Standard of Performance

Contractor shall perform the Work in accordance with the standards of care and diligence normally practiced by recognized contracting firms performing work of a similar nature. If, during the latter of a three (3) year period following completion or termination of the Work (whichever occurs first) or within one (1) year of the discovery of the error or omission, it is shown that such error or omission in the Work was caused by Contractor's failure to meet such standards, and Owner has promptly notified Contractor in writing of any such error or omission within such periods, Contractor, at Contractor's cost, shall correct, re-perform, or re-do the Work as may be necessary to remedy such error or omission (and shall be liable for any corrective construction or installation arising from the error, defect, or omission of the Contractor).

Article 6- Conditions of Performance

6.1) The Contractor is licensed and certified, if applicable and shall provide the required labor, services, material, and expertise to perform the Work. The Contractor affirmatively represents to the Owner that it has the knowledge, skill and expertise to perform the Work in accordance with this Contract.

6.2) The Contractor acknowledges that the Work to be performed by the Contractor shall, at all times, be in compliance with the requirements of all applicable safety, environmental, federal, state, and local laws, ordinances, rules, regulations, and standards of the Owner during the term of this Contract. The Contractor shall be responsible to dispose of all materials in accordance with disposal methods in full compliance with federal, state, and local environmental requirements. Upon disposal, Contractor shall submit to the Owner a report, which describes the location and methodology, which has been used by the Contractor for the disposal of the materials. The Contractor shall maintain books and records relating to its performance under this Contract for a period not less than three (3) years after the expiration of the term of this Contract, and shall make copies of such records available to the Owner, upon request.

6.3) Owner shall grant Contractor reasonable access to the site and make provisions for Contractor to enter the Site as required to perform the Work. Owner will provide complete and accurate information as necessary for performance of the Work and contractor will have the right to reasonably rely on such information.

6.4) Contractor acknowledges that it has made an independent investigation relative to the nature and difficulties of the Work to be performed, and assumes all cost and risk in the performance of the Work during the term of the Contract.

6.5) Original drawings and specifications prepared for the "Work" are and shall remain the property of the Contractor; however the "Work" as a whole is the property of the Owner and the Contractor may not use the drawings and specifications for any purpose not relating to the "Work" without the Owner's consent. The Owner shall be furnished copies, including reproducible copies of drawings and specifications in connection with Owner's administration and use of the Work. Upon completion of this "Work" or any early termination of this Contract, the drawing and specifications may be used by the Owner for other work provided Owner provides notice to Contractor. If the Owner subsequently uses the drawings and specifications of the Contractor to materially alter the design and engineering relating to the Work, such use or re-use by the Owner shall be at Owner's risk, without liability to the Contractor.

6.6) Contractor shall perform the Work in accordance with the Contract Documents and terms of this Contract and all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality and in conformance with the design documents, and free from defective workmanship and materials for a minimum period of one (1) year following final completion of the work.

Article 7- Insurance and Indemnification

7.1) The Owner and the Contractor acknowledge that the Contractor is an independent contractor in all of the Contractor's activities and that in the course of such activities, at no time does the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor become the agents of the Owner for any purpose, and at no time shall the Owner become liable in any manner whatsoever for any of the actions or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor. The Contractor agrees to save, indemnify, and hold harmless the Owner, its agents, officers, and employees from any claim, action, or liability arising out of or connected with its negligent performance under the terms, conditions, and agreements of this Contract resulting in losses or injuries to persons (including death) or property. In addition thereto, the Contractor agrees to purchase liability insurance in amounts specified in this Contract, to insure against losses arising out of the negligent performance of the Contractor's services and that of its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, during the terms of this Contract. This covenant of indemnification shall include reasonable attorney's fees and costs incurred by the Owner in defense of such claim, action or liability. Nothing contained in this paragraph shall require the Contractor to defend the Owner from claims, or to assume any liability to the Owner or any other party for any amount greater than the degree of fault of the Contractor or his respective sub-consultants or sub-Contractors, pursuant to MCL 691.991.

7.2) The Contractor shall, throughout the period of this Contract, procure and maintain commercial general liability, automotive liability, excess liability and professional liability insurance covering any and all operations of the Contractor, its agents and employees with minimum liability limits as set forth below; and require that any subcontractor comply fully with the provisions of this paragraph. The Contractor shall also procure and maintain, throughout the period of this Contract, Workers' Compensation and Employers Liability insurance coverage for all of its employees involved in the performance of this Contract. Certificates of Insurance evidencing the coverage required herein, shall be provided to the Owner and respective insurance shall be maintained to provide coverage as set forth below. **The City of Holland, Holland Board of Public Works and their directors, officers, agents and employees shall be named as additional insureds of all applicable insurance policies (except worker's compensation and professional liability).** Holland Board of Public Works shall receive at least thirty (30) days prior written notice of cancellation and/or non-renewal of coverage. The Contractor shall cease operations on the occurrence of any such cancellation and it shall not resume operations until new insurance is in full force and effect. **The Contractor and any of its subcontractors shall require their insurance carriers, with respect to all insurance policies (except Professional Liability) to waive all rights of subrogation against the Owner, its directors, officers, agents, and employees and against other contractors and subcontractors.** Except for Professional Liability, the insurance coverage provided by the Contractor shall be primary to any insurance maintained by Holland Board of Public Works with respect to Contractor's indemnity obligations specified herein. In the event of a loss or claim by the Owner, the Contractor, upon the request of the Owner, shall produce copies of all insurance policies pursuant to the Certificate of Insurance.

7.3) The limits of liability for the insurance required by this Contract shall be for not less than the following amounts or greater where required by Laws and Regulations:

7.3.1) Workers' Compensation:

Workers Compensation: Statutory
Employer's Liability: \$500,000.00 each Accident / each Employee / Policy Limit

7.3.2) Commercial General Liability (including Products Completed and Operations Liability):

\$1,000,000.00 Each Occurrence
\$2,000,000.00 Annual Aggregate

7.3.3) Commercial Automobile Liability:

\$1,000,000.00 Each Accident

This insurance coverage shall not be required unless the Contractor is required to use a motor vehicle in the performance of the Work.

Policies shall include coverage for hired and non-owned vehicles.

7.3.4) Excess Liability Coverage:

\$5,000,000.00 Each Occurrence
\$5,000,000.00 Aggregate

7.3.5) Pollution Liability

Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three (3) years after final completion. The limits of liability shall be for not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

7.4) Contractor shall procure and provide a Performance Bond and Payment Bond at Contractor's expense in the amount of 100% of the total Contract value as specified in Article 2 as required by MCL 129.201.

Article 8 - Successors and Assigns

This Contract is binding on the Owner and the Contractor, their successors, and assigns. Neither the Owner nor the Contractor shall assign or transfer its interest in the Contract without written consent of the other.

Article 9 - Termination of Contract

The Owner may terminate this Contract without cause by giving 30 days written notice to the Contractor. In the event of termination by the Owner, the Contractor shall be paid for the portion of the Work it has satisfactorily completed through the effective date of termination, as determined by the Owner. In the event of a default under the terms and conditions of this Contract, Owner shall send a written notice of termination to the Contractor indicating that the Contract will be terminated within fifteen (15) days unless Contractor makes corrective action or cures the default specified in the notice of default. Upon termination, the Owner may contract for substitute design-build services and the cost incurred by Owner for such substitute design-build services which is in excess of the amount remains unpaid to the Contractor shall be paid by the Contractor upon demand by the Owner. Owner shall collect its reasonable costs and attorney's fees to enforce the terms and conditions of the Contract. At all times, each party shall retain all of its rights in its drawing details, designs, specifications, databases, computer software, copyrights, trade and service marks, patents, trade secrets, and any other proprietary property. Owner shall receive a copy of any and all documentation it deems necessary for all Work which has been performed by Contractor through the date of termination of Work.

Article 10 - Changes in Scope or Schedule of Services

The Owner may require changes in the scope or schedule of the Work of the Contractor. Unless Contractor requests and is granted additional compensation or time, Contractor shall complete such changes within the required time at no additional cost. If the changes decrease the amount of Work, the compensation shall be reduced accordingly.

Changes that are mutually agreed upon by the Owner and the Contractor, including any decrease or increase in the amount of the Contractor's compensation, will be incorporated into this Contract by written amendments. All proposed changes to the Contract scope of Work must be submitted to, and approved in writing, by the Owner or Owner's Representative prior to the Work.

Article 11 - Extent of Contract

11.1) This Contract represents the entire agreement between the Owner and Contractor and supersedes all prior representations, negotiations or agreements, whether written or oral.

11.2) The documents constituting the Contract between the Contractor and the Owner shall include the following:

11.2.1) This Contract.

**11.2.2) Exhibit A: RFP for Fiber Drop Construction Services
dated ____February 26_____, 2026**

11.2.3) Exhibit B: Contractor's proposal dated ____March 31_____, 2026

11.2.4) Exhibit C: Application and Certification for Payment

11.2.5) Exhibit D: Certificate of Liability Insurance

11.2.6) Exhibit E: Performance and Payment Bonds

11.2.7) Exhibit F: Contractor Safety Management Program

11.3) This Contract shall be governed by the laws of the State of Michigan. The Circuit Court for the County of Ottawa shall be the forum of exclusive jurisdiction to interpret or enforce the terms of this Contract.

11.4) Should there be any conflict between the terms of this Contract and the Exhibits, priority shall be given first to this Contract and then Exhibit A.

Article 12 - Execution of Contract

12.1) Execution of this Contract shall constitute a contract between the Contractor and the Owner.

12.2) Counterpart Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all counterparts, when taken together, will constitute one same Contract. The parties agree that signatures on this Contract may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this Contract.

12.3) This Contract is executed on the date and year noted in the first paragraph of this Contract document.

{Signatures on next page}

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

OWNER:

HOLLAND BOARD OF PUBLIC WORKS

By _____
David G. Koster

Its General Manager

Date: _____, 2026

CONTRACTOR:

By _____

Its _____

APPROVED AS TO FORM
CITY OF HOLLAND

By: _____
Vincent L. Duckworth
City Attorney

Dated: _____



REQUEST FOR PROPOSAL

Fiber Drop Construction Services

Attachment 2

Specifications for Fiber-to-the-Premise (FTTP) drop construction

1 Overview

Project Overview:

HBPW is seeking qualified contractors to perform fiber drop construction for HBPW Fiber services. Work includes construction from aerial or vault-located MSTs or Splice cases to customer premises, including exterior termination and, when specified, entry into the building to the demarcation point.

Purpose:

This document identifies the scope and specifications for the installation of FTTP and activation of fiber internet service to business and residential customers in the city of Holland.

Definitions:

FTTP - The term fiber to the premises/home (FTTP/FTTH) refers to equipment used in fiber access deployments where fibers extend to the end-user premises.

MST - Multi-port Service Terminal (Corning Opti Sheath Multiport Terminal)

CPE - Customer Premises Equipment (ONT, router, etc.)

NID - Network Interface Device. Also known as the Optical Network Unit (ONU), Network Interface Unit (NIU), Tap Box, or Wall Box. This unit terminates outside the fiber at the subscriber's premises and connects to the inside of the premises.

2 Specifications

2.1 Materials Specification

HBPW supplies drop cable, MST ports, enclosures, NIDs/house boxes, connectors, and consumables; contractor provides all tools, equipment, and incidental materials (e.g., fasteners).

2.2 Drop Installation

Install a fiber drop cable from MST to NID. The City of Holland's average pole-to-building length is 65', with MSTs installed within two spans of the serving pole—drops to follow current electric service, either overhead, underground, or a combination of both. Currently, 70% of city electric services are overhead. Installations shall be to National Electric Code standards.

Aerial: An aerial-fiber optic will be placed in the communications space of HBPW utility Poles starting at the messenger-mounted MST located near the pole. Mid-span placement is acceptable in areas where it is required.

- Field Survey and path confirmation (pole to premise).
- Pole Attachment: J-Hooks, Q-Clamps, and home attachment: Rams head, and Pipe clamps.
- Drip loops
- Installation of drop cable from MST to the premises to specifications.
- Labeling to specifications
- Tree trimming management

Aerial to Underground transitions: This work consists of performing all activities necessary to transition a service drop from an aerial MST on a pole to an underground leading to the NID. The work includes pole access, aerial hardware installation, riser installation and cable routing, transition hardware, short trenching, conduit or direct-bury installation, and termination at the customer's NID.

Underground: cable shall be buried directly or placed in a conduit/14/18mm Micro duct system starting at a nearby underground MST. Some installations may start aerial, travel to a pole, riser down, and continue to the building underground.

- Assist BPW OSPs and conduct field surveys and locate coordination.
- Obtain any necessary permits
- Responsible for MISSDIG Ticket and assigning a patch for the UG crew.
- Trenching or directional boring (up to 150ft)
- Duct use shall be agreed upon by HBPW and contractor.
- Placement of micro duct with pull string and fiber.
- Vault/handhole placements and restoration (soil, sod, asphalt/concrete as required)
- Slack loop and labeling.

NID Installation and Fiber Termination

NID shall be properly grounded and next to the electric meter. Typically, eye level allows for proper clearances unless otherwise authorized by HBPW.

Use NID specifications for installation. Ensure that all grommets at the bottom of the enclosure are snug in their channels. This includes a tracer wire attached to the bottom lug on the NID.

2.3 Entry Cable Installation

Install a fiber patch cable from the NID into building DMARC. The cable may not extend further than 50 feet from the NID to the termination point within a residence. Our starting point is to terminate near the breaker box or approved location by the customer and BPW.

2.3.1 Termination

Preferred termination inside is near the electrical panel unless customer-approved alternative.

2.3.2 Penetrate exterior wall through a building per recommended specification and seal penetration and route entry with all-season sealant and neatly run fiber cable to ONT location with proper hangers.

2.3.3 Use the crawlspace, basement, or attic to run the cable. The installer will follow the architectural lines of the house and run the cable in places where the foundation meets the bottom of the exterior walls, vertically along the corner trim, or under the soffit.

2.3.4 Multi-Dwelling Unit Drop and Install

The drop should be grounded outside like a residential installation. From there, a cable may be run to an exterior cross-connect or enter the building and attach to an internal cross-connect that could be within a wiring or telecommunications closet.

2.4 Fiber Splicing and Testing

Mechanical and Fusion Splicing to industry standards, including Pig tail drops from MST or fusion splicing from splice cans. Acceptable loss budget: MST to NID shall measure between -11 dBm and -16 dBm unless otherwise authorized by HBPW

- Splice trays, closures, and waterproofing.
- MST to NID Testing and documentation (Light-level at NID and DMARC)
- Splice Enclosures: Splice Logs, OTDR Traces, and photo documentation
- Labeling per the HBPW scheme.

2.5 Restoration

The installer shall plan and execute the installation from the nearest provided MST to and into the customer premises. Installer shall have the necessary skills, experience, and tools to complete the installation. Any tree trimming needed is the installer's responsibility. Fiber installation shall follow the same path as the existing electric service unless otherwise authorized by HBPW.

All restoration processes and timelines must be communicated to the customer. Restoration is expected to be completed within 5 business days after installation and activation, weather permitting. The installer shall supply all materials required for restoration, including but not limited to topsoil, seed, or sod installation.

2.6 Logistics

Scheduling

HBPW will provide all scheduling and dispatch services through an online tool available to all installers via a mobile app.

The Installer and/or HBPW dispatch will place a call with the customer to check on the arrival status (wait time of 30 minutes). The customer will be notified before departure.

If the Installer does not have proper access to perform the scheduled job function, the Installer will need to follow the HBPW process developed for these instances.

Customers will be notified of the in-route or arrival time for scheduled appointments.

If the customer needs to reschedule, HBPW will notify the Installer and re-route to the next appointment. The installer will need to communicate if visiting a site and is not able to complete an installation for the following situations.

- Customer is not on-site or has health issues.
- Severe Weather conditions are not allowing for installations.

Documentation

All installation documentation will be submitted solely through HBPW's Spry Mobile system. No separate as-built drawings are required.

2.6.1 Site Survey

If the Installer and HBPW agree that some installations will be complex and require extra planning, the installer may conduct a site survey. The installer will be inside the home/business to help evaluate the best CPE location, then determine the optimal exterior path to that interior location. The Installer will create a work plan for arranging a meeting with the premise owner to define the following:

- Demarcation points on the building
- Potential impediments in the drop path
- Installation details (path, costs for extra components, etc.)
- Site survey may include installing the external enclosure (i.e., NID); needs specified in the quote.

3 Order Lifecycle Targets

- **Customer Contact and Scheduling:** HBPW Initial customer contact and scheduling shall occur within **five (5) business days** of order. HBPW will assign the order to the contractor
- **Order Acknowledgement:** Acknowledgement of service orders shall occur within **three (3) business days** of assignment.
- **Drop Completion:** Drop construction and activation shall be completed within **thirty (30) days** of service order assignment, unless otherwise authorized by HBPW.

4 Project Management and Training

Bidder will be responsible for:

1. Assigning a dedicated project manager or Supervisor responsible for overseeing the drop construction and installation. Developing a detailed schedule, milestones, and resource allocation plan.
2. Coordinate with HBPW service installation scheduling and dispatch process through the provided mobile application.
3. Coordinating with HBPW, HBPW contractors, and service providers as needed.
4. Provide training sessions to relevant personnel on installing, maintaining, and troubleshooting fiber drops and CPE. Facilitate knowledge transfer to the client's staff to ensure they can effectively manage and support the FTTP network.

5 Unit Descriptions

The following descriptions detail the activity expected within each unit in Attachment 3 – Price Proposal Sheet.

1.01 Aerial service installation

- Unit: \$/Installation
- Hang fiber up to 250'
- Access MST and connect the drop cable
- Attach to the house
- Route to tap box
- Install tap box
- Terminate fiber
- Test
- Document

1.02 Aerial Service Installation – Over 250'

- Unit Additional \$/foot beyond 250'

1.03 Aerial to Underground Transition

- Unit \$/installation
- Installation of riser (if needed)
- Routing of fiber in riser

1.04 Underground Installation

- Unit: \$/installation
- Install conduit (if required)
- Install fiber up to 250'
- Access MST and connect the drop cable
- Attach to the house
- Route to tap box
- Install tap box
- Fiber Splicing
- Terminate fiber
- Test
- Document

1.05 Underground Service Installation – Over 250'

- Unit: Additional \$/foot beyond 250'

1.06 Asphalt/Concrete excavation and restoration

- Unit: \$/square foot
- Survey with the property owner concerning the best path for aesthetics
- Asphalt/concrete sawing and/or trenching (footage per crosscut) of material
- Conduct installation (if required)

- Patching and sealing with appropriate restoration materials (including in cost)

1.07 Asphalt/Concrete core and drill

- Unit: \$/core
- For drop installation to building surrounded by hard surfaces
- 2" to 6" diameter up to 12" deep
- Removal of materials
- Patching and sealing (materials included)

1.08 Under pavement (Sidewalk/driveway) (up to 20')

- Unit: installation
- If the drop must go under the sidewalk or the driveway.

1.09 Under pavement – over 20'

- Unit: \$/foot
- Cost for entire run (Do not combine with 1.08)

1.09 Splicing & testing

- Unit: \$/splice
- Fusion splices
- OTDR testing, Light levels, & documentation (per drop): Unit price

1.10 Temporary Surface Fiber Drop

- \$/drop
- Placing a temporary fiber drop on top of the surface as required and approved by Client due to weather or other unavoidable circumstances.
- If applicable, HBPW and the customer must approve of the temporary fiber drop to cross a driveway and/or sidewalk
- Appropriate safety cautions to guard and secure the temporary fiber drop on the surface
- Fiber placement inside surface conduit (if required)
- The Temporary Surface Fiber Drop will be removed or fully buried on the return trip

1.11 No Access Truck Roll

- Technician arrives at scheduled install, and the customer is not at home. The technician and/or dispatcher will place a call with the customer to check on arrival status (wait time of 30 minutes). The client representative will be notified before departure.

- Technicians don't have proper access to perform the scheduled job function
- Technician is notified en route or arrives at the scheduled appointment, and the customer needs to reschedule

1.12 Site Survey

- \$/trip
- Additional survey work ahead of installation

1.13 Ethernet extension

- \$/extension (foot)

Installation of ethernet cable from the ONT to the router that is longer than 10 feet and requires wall penetration, cable fishing, termination, and testing.

1.14 Installation Assistance

- Unit \$/hour
- Ad-hoc services required to complete the installation above and beyond standard work.
As approved by HBPW
- Ad-hoc services requested by the customer
- Longer than average waiting time (mutually established) for equipment provisioning and/or troubleshooting

1.15 Other Services

- Tree Trimming Light \$/Hour
 - Hand tools, groundwork only
- Tree Trimming Heavy \$/Hour
 - Chainsaw/Bucket Truck
- Debris \$/Sq Yard
 - Hauling and Disposal
- Provide descriptions for other services offered

6 Materials and Specifications

All materials for drop construction, installation, and activation will be provided by the Holland Board of Public Works. HBPW has identified materials, but is open to assistance in recommending, identifying, and confirming the following materials from the successful Bidder.

6.1 Drop Cable

Corning Opti Tap traceable drop cable assembly or equivalent. Terminated at the MST end. Unterminated at the NID end.

6.2 Conduits placed using trenching, plowing, or horizontal directional drilling methods shall be determined by HBPW and the Bidder

6.3 Tracer Wire, #10, orange insulation if required

6.4 Handhole, Tier 15, 12" x 12" x 12"

6.5 NID - Calix 100-01578 or equivalent.

6.6 Network Electronics

- ONT - Calix 1100X or 1101X
- Router - Calix Gigaspire U6.2 or U6.10
- WiFi Mesh - Calix Gigaspire Mesh u4m



REQUEST FOR PROPOSAL

Fiber Drop Construction Services

ATTACHMENT 3

PRICE PROPOSAL SHEETS

PROPOSAL PRICING SUMMARY SHEET

A unit price is an amount stated in the Contract Agreement as a price per unit for materials or services as defined in HBPW - Attachment 2 - SPECIFICATIONS - Drop Construction.

Unit prices include labor, equipment, materials, overhead, and profit. Proposal Price includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications, and as estimated herein, inclusive of all appurtenances, as shown and specified. Estimated Quantities are based on recent new service estimates, but there is no commitment as to the total volume of work.

Estimated Quantities; No Volume Guarantee

Estimated quantities are provided solely for bid comparison purposes and are based on an anticipated average of approximately **25 service drops per month** (approximately **300 per year**). Actual volumes may vary by month and season, and HBPW makes **no guarantee of minimum or total quantities**. Unit prices proposed shall remain valid regardless of actual volumes. HBPW reserves the right to order more or fewer units than estimated.

Subtotal for Construction Services (Price Proposal Sheet): \$ 108,145.00

Total Proposal Price: \$ 108,145.00

Company: CommServe Communications, Inc.

By: _____
(Signature)

NAME OF SIGNER: _____
(Please Print or Type)

TITLE OF SIGNER: _____
(Please Print or Type)

DATE: _____



REQUEST FOR PROPOSAL

Holland City Fiber FTTP Broadband Fulfillment Services

ATTACHMENT 4

FORM OF PERFORMANCE AND PAYMENT BOND

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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Holland Board of Public Works
Holland City Fiber

August 2023

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and

payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract or Warranty obligations.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

- The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is

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Holland Board of Public Works
Holland City Fiber

August 2023

- incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
 5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
 8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first

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occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien

or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



**HOLLAND BOARD OF PUBLIC WORKS
CONTRACTOR SAFETY MANAGEMENT PROGRAM**

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<u>REVISION NUMBER</u>	<u>ISSUE DATE</u>
Rev 2	07/21/2022

Approved By: Becky Lehman, Business Services Director
Date: 21 July 2022

Effective Date:
21 July 2022



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Holland Board of Public Works Contractor Safety Management Program

1. Purpose

- 1.1 The Holland Board of Public Works (HBPW) utilizes many different Contractors for various Work activities throughout its operations. This program has been developed and implemented, to ensure that the work is done safely and without risk to HBPW employees, operations and the general public. This program is to be followed by Contractor personnel, as detailed below.

2. Scope

- 2.1 This program applies to Contractors performing maintenance, repairs, testing, turnaround, construction services, major renovations, or any other Work activities on HBPW owned properties or assets, and shall be part of any Contract Agreement or Purchase Order related to that Work.
- 2.2 This program is in addition to provisions of any applicable Service Contract, Purchase Order, or agreement requiring compliance with applicable governmental regulations (eg. MIOSHA, EPA, EGLE, PHMSA, MDOT, etc.)

3. References

- 3.1 HBPW Contractor Management Policy
- 3.2 MIOSHA Multi-Employer Worksite Agency Instruction
- 3.3 MIOSHA Part 86 Generation, Distribution, and Transmission
- 3.4 HBPW Lockout Tag out Procedure
- 3.5 HBPW Arc Flash Safety Procedure
- 3.6 HBPW Confined Space Entry Procedure
- 3.7 HBPW Hot Work Procedure

4. Definitions

- 4.1 *HBPW Representative* – The HBPW team member responsible for the Work of the Contractor while on site. This does not imply that the HBPW Representative serves in a supervisory role to the Contractor.



- 4.2 *Stop Work* – The authority and responsibility of all HBPW personnel to stop the activities of a Contractor if unsafe acts are observed (also known as “Stop the Job”). All “Stop Work Orders” must be documented in writing by the HBPW employee initiating the order.
- 4.3 *Work* - The activities that the Contractor is performing on or in HBPW Sites, utilities and/or assets.

5. Roles and Responsibilities

5.1 HBPW Representative is responsible for:

- 5.1.1 Ensuring accountability for adherence to this procedure.
- 5.1.2 Ensuring all the necessary documentation is completed or on file from within the previous 12 months, prior to the start of work. Documentation includes;
 - 5.1.2.1 Contractor’s Acknowledgement Form
 - 5.1.2.2 Contractor Site Specific Safety Training documentation
- 5.1.3 Ensuring Site Specific Contractor Safety Training occurs (or has occurred within the last 12 months, for the specific site), is documented and retained, prior to the start of work, if applicable.
- 5.1.4 Reviewing the HBPW Contractor Management Electrical Job Hazards Information Sharing form or the HBPW Contractor Management Electrical Job Hazards Information Sharing for High Voltage Work form with the Contractor (per the HBPW Arc Flash Procedure), if applicable.
- 5.1.5 Periodically auditing the Contractor’s job sites and documenting any deficiencies after discussing them with the Contractor. Frequency of the audits will be commiserate with the level of risk of Work, location of work, previous infractions, and other safety concerns.
- 5.1.6 Enforcing any non-compliance items with the appropriate discipline.
- 5.1.7 Supplying the Contractor with the HBPW Lockout Tag out, Confined Space Entry, Arc Flash, and Hot Work Procedures/Programs, as needed.
- 5.1.8 If the contractor does not have a Job Safety Analysis (JSA) form, provide them with a copy of the HBPW Site Specific JSA form.

5.2 Department Management (Superintendent, Manager, and/or Supervisor) is responsible for:



- 5.2.1 Ensuring accountability for adherence to this procedure.
- 5.2.2 Working with the HBPW Representative, enforcing any non-compliance items with the appropriate discipline.
- 5.2.3 Ensuring training is provided to all applicable HBPW site employees.
- 5.2.4 Ensuring that Site Specific Contractor Safety Training is accurate and updated as needed.

5.3 Safety Department is responsible for:

- 5.3.1 Reviewing this procedure annually, or more frequently if needed, due to an incident or audit finding, to ensure compliance.
- 5.3.2 Auditing the Contractor Safety Management Program annually to ensure compliance.

5.4 All Employees are responsible for:

- 5.4.1 Utilizing the “Stop Work Orders” process and documenting the action, if unsafe acts by a Contractor are observed.

5.5 Contractors are responsible for:

- 5.5.1 Following all elements of this Contractor Safety Management Program.
- 5.5.2 Reviewing and signing the “Contractor Acknowledgement Form”.
- 5.5.3 Ensuring the safe operation of Work and taking all necessary precautions to ensure that all of the Contractor’s Work activities are conducted in a safe manner.
- 5.5.4 Having a company Safety Program that meets MIOSHA requirements.
- 5.5.5 Providing a Crane Lift Plan for high-risk level material lifts.
- 5.5.6 Furnishing, upon request, proof of all safety-related training, equipment, and training to use equipment for the Contractor’s Work activities.
- 5.5.7 Supplying, upon request, documentation of all testing, training, licensing, and certification of the company’s employee’s and equipment.



- 5.5.8 Ensuring that all of the contractor's employees, including all sub-contractor employees, receive training on this HBPW program and the applicable Site Specific Contractor Safety Orientation Training.
- 5.5.9 Notifying the HBPW Representative of changes or additions to the Contractor's work team, and provide documentation of their Site Specific Contractor Safety Orientation Training.
- 5.5.10 Strictly adhering to and coordinating with the HBPW Representative the for HBPW Lockout Tag out, Hot Work, Confined Space Entry, and/or Arc Flash requirements, as applicable to the Contractor's Work.
- 5.5.11 Notifying the HBPW Representative of any non-formal complaint notifications or inspections by MIOSHA or other Regulatory Agency.
- 5.5.12 Notifying the HBPW Representative immediately of any unsafe acts, near misses, injuries or property damage.
- 5.5.13 Following the guidelines listed in the Contractor Safety Management Program Special Instructions (Appendix 9.2).

6. Process and Program Implementation

- 6.1 The HBPW Representative will supply the Contractor Safety Management Program with the Bid or Proposal documentation to be used in order to determine the Contractor's job costs. Subsequent discussions may be held at the request of the Contractor or the HBPW Representative to resolve any differences or questions.
- 6.2 Prior to any work by the Contractor occurring;
 - 6.2.1 The HBPW Representative must also receive a signed Contractor Acknowledgement Form (Appendix 9.1) from the Contractor's Management, or ensure that the HBPW has the forms on file, from within the previous 12 months.
 - 6.2.2 If applicable, the HBPW Representative is responsible to ensure the Site Specific Contractor Safety Orientation Training for the HBPW Site has been provided to the Contractor's employees, or ensure that it has occurred within the last 12 months, for that specific site.
 - 6.2.2.1 The Contractor's employees receiving the training must complete the Site Specific Contractor Safety Orientation Training Attendance form (Appendix 9.3).



- 6.2.3 The HBPW Representative is responsible to review this Contractor Safety Management Program and the Contractor Safety Management Program Special Instructions (Appendix 9.2) or the Site Specific Contractor Safety Orientation Training with the Contractor. Review of the Contractor Safety Program Special Instructions may be waived if the Site Specific Contractor Safety Orientation Training covers all items listed in the Special Instructions.
- 6.3 If applicable, the HBPW Representative will supply the Contractor with the HBPW Lockout Tag out, Confined Space Entry, Arc Flash, and/or Hot Work Procedures/Programs.
- 6.4 If required based on the scope of the work, the HBPW Representative will review the HBPW Contractor Safety Management Electrical Job Hazards Information Sharing form or the HBPW Contractor Safety Management Electrical Job Hazards Information Sharing for High Voltage Work form with the Contractor (per the HBPW Arc Flash Procedure).
- 6.5 The HBPW Representative will periodically audit the Contractor's job sites and document any deficiencies after discussing them with the Contractor. Frequency of the audits will be commiserate with the level of risk of Work, location of work, previous infractions, and other safety concerns.
- 6.6 If the contractor does not have a Job Safety Analysis (JSA) form, the HBPW Representative will provide them with a copy of the HBPW Site Specific JSA form.
- 6.7 This Program will be reviewed and audited annually by the Safety Department to ensure it is effective and compliant.

7. Enforcement

- 7.1 Failure by the Contractor to comply with this program, or applicable government regulations (eg. MIOSH, EPA, EGGLE, PHMSA, MDOT, etc.), will result in one or more of the following at the HBPW's discretion;
 - 7.1.1 A warning (verbal or written) to the offending person, by the HBPW Representative or HBPW Management.
 - 7.1.2 A warning (verbal or written) by the HBPW Representative or HBPW Management to the Contractor's designated representative.
 - 7.1.3 Removal of the offending person from HBPW premises on either a temporary or permanent basis.
 - 7.1.4 Stoppage of contractor Work, either for a temporary or permanent basis.



- 7.1.5 Forfeiture of future business with HBPW for the Contractor.
- 7.1.6 For any delays in Work or loss suffered by the HBPW, the HBPW may seek recovery of funds as allowed under contract.
- 7.1.7 The HBPW Representative shall document all compliance issues.

8. Records and Retention

- 8.1 Contractor Bid or Proposal will be retained by the HBPW Representative in the project file or other assigned location.
- 8.2 Contractor Acknowledgement forms will be retained in SharePoint for two years.
- 8.3 Site Specific Contractor Safety Orientation Training documentation will be retained in SharePoint for two years.
- 8.4 Pre-job brief or JSA documentation will be retained in SharePoint for two years.
- 8.5 Confined Space debrief documentation will be retained in SharePoint for two years.
- 8.6 HBPW Hot Work Permits will be retained in SharePoint for two years.
- 8.7 HBPW Contractor Management Electrical Job Hazards Information Sharing form or the HBPW Contractor Management Electrical Job Hazards Information Sharing for High Voltage Work form, will be retained in SharePoint for two years.
- 8.8 Lift Plans will be retained in SharePoint for two years.
- 8.9 Stop the Job or Stop Work documentation will be retained in SharePoint for two years. If necessary, an Incident report will be filed based on the event and the scope of the Stop Work.

9. APPENDICES

- 9.1 Appendix 9.1 Contractor Acknowledgement form
- 9.2 Appendix 9.2 Contractor Safety Management Program Special Instructions
- 9.3 Appendix 9.3 Site Specific Contractor Safety Orientation Training Attendance form

HOLLAND BOARD OF PUBLIC WORKS - CONTRACTOR SAFETY PROGRAM
CONTRACTOR ACKNOWLEDGEMENT FORM

We have read and understand the Holland Board of Public Works Contractor Safety Rules presented to us on (date) ____/____/____ and will follow these rules while performing work for the Holland Board of Public Works.

We understand that failure to comply with these rules or supply the requested documentation (Contractor Acknowledgement Form, Contractor Site Specific Safety Orientation Training Form, equipment certifications, etc.) may result in enforcement action as outlined in these rules.

Name of Contractor Company

24-hour Emergency Phone Number

Name of Contractor Safety Representative

Signature of Contractor Safety Representative

Name of HBPW Representative

Signature of HBPW Representative

Qualitative Scorecard (1–5)

Enter scores 1–5 for each vendor. Weighted score auto-calculates.

Criteria	Weight	Scoring Guidance	Score – CommServe Communications Inc.	Score – Utilities One Inc.
Cost / Price competitiveness	30%	Relative total cost and rate reasonableness vs scope.	5	4
Capacity & schedule responsiveness	15%	Ability to meet expected monthly volume and lead times.	4	3
Quality / workmanship	15%	QA/QC program, rework rates, documentation/testing.	4	4
Safety program & compliance	15%	OSHA recordables, safety plan, traffic control, training.	4	4
Experience & references	10%	Comparable municipal FTTP/fulfillment projects, references.	4	4
Customer/property impact & restoration	10%	Restoration standards, landscaping/driveway handling.	4	3.5

Contract terms & communication	5%	Billing clarity, change orders, reporting, escalation.	4	4
TOTAL / Weighted Score	100%			

Notes	Weighted – CommServe Communications Inc. (Mar 2026)	Weighted – Utilities One Inc. (Mar 10, 2026)
CS is the better price. And they seem to be more flexible and wanting to help us grow.	1.50	1.20
As both have the capacity our concern was UO responsiveness. As a larger company, they seem to want bigger projects.	0.60	0.45
Both see to focus on Quality and workmanship through training and leadership.	0.60	0.60
Both have high values for Safety.	0.60	0.60
123.net gave them high marks.	0.40	0.40
CS spoke to how they want to handle all fixes before it gets to us. From cut dog fence to Coax. They have the tools to fix it.	0.40	0.35

Both have a process in place for billing, communication, and more in place. I would note that UO is larger so there is multiple Leads for each category which could be an issue.	0.20	0.20
	4.3	3.8

Qualitative Scorecard (1–5)

Enter scores 1–5 for each vendor. Weighted score auto-calculates.

Criteria	Weight	Scoring Guidance	Score – CommServe Communications Inc.	Score – Utilities One Inc.
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Quality / workmanship	15%	QA/QC program, rework rates, documentation/testing.	4	4
Safety program & compliance	15%	OSHA recordables, safety plan, traffic control, training.	4	4
Experience & references	10%	Comparable municipal FTTP/fulfillment projects, references.	4	4
Customer/property impact & restoration	10%	Restoration standards, landscaping/driveway handling.	4	3.5

Contract terms & communication	5%	Billing clarity, change orders, reporting, escalation.	4	4
TOTAL / Weighted Score	100%			

Notes	Weighted – CommServe Communications Inc. (Mar 2026)	Weighted – Utilities One Inc. (Mar 10, 2026)
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	4.3	3.8

HOLLAND BOARD OF PUBLIC WORKS

REQUEST FOR PROPOSAL

Fiber Drop Construction Services

ISSUE DATE

February 26, 2026



**Holland Board of Public Works
625 Hastings Avenue
Holland, MI 49423
Phone 616-355-1500**

I. INTRODUCTION

The Holland Board of Public Works (HBPW) is seeking proposals for services to support a growing fiber-to-the-premises (FTTP) network. HBPW seeks a partner to assist with fiber drop installation to new customers within the City of Holland.

II. Project BACKGROUND & DESCRIPTION

The Holland Board of Public Works (HBPW) is in the final phases of constructing and activating a city-wide Fiber-to-the-Premise (FTTP) network designed to enhance Holland’s communications infrastructure and deliver high-speed internet services to all businesses and residents within the City of Holland.

For 30 years, HBPW has provided fiber optic service to the greater Holland, Michigan area. Our success and the desire for more connectivity have driven us to build a city-wide FTTP network called Holland City Fiber (HCF). Our project's high-level design metrics include:

- 15,700 Passings
- 195 Route Miles (134 aerial, 61 underground)
- 15 Service Areas (500 – 1500 passings per service area)
- Utilizes XGS-PON equipment

In addition to the FTTP initiative, HBPW continues to leverage its existing fiber infrastructure to deliver dark fiber and lit Ethernet services to commercial customers across Ottawa and Allegan counties.

HBPW is seeking qualified contractors to support ongoing drop construction activities. The selected contractor will be responsible for constructing fiber drops from aerial and vault-located Multipoint Service Terminals (MSTs) or splice points to customer premises. Work may include installation up to and potentially into customer structures, depending on the service scenario.

This RFP aims to secure a reliable resource to supplement HBPW’s fiber technicians and ensure the timely and high-quality delivery of customer drop installations as service activations continue across the city.

III. PROPOSAL SCHEDULE

The following is the preliminary proposal schedule for this procurement: The following is the preliminary proposal schedule for this procurement:

Milestone	Timeframe
Mandatory pre-proposal meeting (virtual option available)	March 10, 2026, 3:00 pm ET
Proposals submitted to HBPW	April 1, 2026, 2:00 PM ET
Proposal Review, Interviews and Selection of Vendor	April, 2026
Contract Award	May 1, 2026
Project Initiation	Summer 2026

IV. SCOPE OF SERVICES

Overview:

HBPW is seeking qualified contractors to perform fiber drop construction for HBPW Fiber services. Work includes construction from aerial or vault-located MSTs or Splice cases to customer premises, including exterior terminations and, when specified, entry into the building to a demarcation point.

Required Services

HBPW is seeking services to:

- Install underground and overhead external fiber service drops and outside demarcation boxes, And, Optionally, install an entry cable from the demarcation box to the inside fiber termination point. A detailed scope for each of these services can be found in **Attachment 2: Specifications**

Work Volume

HBPW does not anticipate the volume of work to be sufficient to keep a crew fully utilized every day during the contracted time period. HBPW is open to solutions that address this challenge, such as scheduling drops on designated days during the week, a week per month, or other mutually agreed upon solutions that ensure efficiency and cost control.

V. PROPOSAL REQUIREMENTS

A **mandatory** pre-proposal meeting will be held on **March 10, 2026 @ 3:00 pm ET at the HBPW Service Center, 625 Hastings Ave, Holland, MI 49423, and virtually**. Bidders interested in attending virtually will request an invite from **Bill Badran (bbadran@hollandbpw.com)** and receive a link for meeting attendance by Teams. **Bidders not attending the pre-proposal meeting are disqualified from bidding.**

Bids must include:

Proposal (referred to as Exhibit B) that includes:

Company Overview:

- a. Briefly describe your company's background, including the number of years in operation, the scale of your operations, and any relevant certifications or accreditations.

Proposal details:

- a. Description of proposal, including methodology, cabling scheme, installation equipment selection, and other pertinent details. HBPW will provide all fiber optic materials required for the drop installation.

Experience and Track Record:

- a. Provide details about your experience in FTTP drop construction, particularly in residential communities similar in size and scope to ours.
- b. Share any notable projects or success stories that demonstrate your expertise in FTTP installation services.

References:

- a. Please provide at least three references from past clients who have utilized your FTTP construction services. Include their contact information (name, company, phone number, email) for verification purposes.

Proposal Pricing Sheets (Attachment 3):

- a. Price Proposals shall be submitted in the format indicated in Attachment 3. The quantities specified in the Price Proposal Sheets are 1-year approximations and are for the purpose of proposal evaluation. **Final quantities may vary.**
- b. Bidders are encouraged to add units starting at line 1.2x of the Proposal Pricing Sheet for recommended optional services. Any additional services must include detailed service descriptions in a similar fashion to that seen in Attachment 2 – Specifications.

VI. PROPOSAL SUBMITTAL

Proposals must be received no later than **April 1, 2026 @ 2:00 PM ET** Vendors shall e-mail electronic copies to:

Bill Badran, Broadband Services Supervisor
E-mail Address: bbadran@hollandbpw.com

A **BID RECEIVED RECEIPT** response e-mail will be sent to all parties on the submitted Bid e-mail. If a **BID RECEIVED RECEIPT** response e-mail is not received by Bidder, Bidder shall not assume that the Bid has been received. Only Bids with a **BID RECEIVED RECEIPT** response e-mail will be considered.

VII. PROPOSAL EVALUATION AND SELECTION

The selection of a Bidder will be made at the complete discretion of the Holland Board of Public Works (HBPW), which reserves the right to accept or reject any and all proposals.

HBPW staff shall evaluate each proposal to determine the bidder offering the best value. Cost of the proposal is significant but shall not be the sole criterion in selecting a bidder. The HBPW may request an interview with the bidder in order to complete the evaluation.

Each proposal shall contain any requested changes to the Contract terms and conditions as outlined in Attachment 1. Requested changes to the contract will be reviewed by HBPW as part of the proposal evaluation.

VIII. ATTACHMENTS

Attachment 1: Contract for Drop Construction

Attachment 2: Specifications

Attachment 3: Price Proposal Sheet

Attachment 4: Form of Performance and Payment Bond

Attachment 5: Contractor Safety Management Program

**HOLLAND BOARD OF PUBLIC WORKS
CONTRACT FOR FIBER DROP CONSTRUCTION SERVICES**

This Contract is entered into this _____ day of _____, 2026 by and between the City of Holland, a Michigan municipal corporation of Ottawa and Allegan Counties, Michigan, acting by and through its Board of Public Works ("**OWNER**"), which has offices located at 625 Hastings Avenue, Holland, Michigan 49423 and CommServe Communications, a Incorporated corporation, which has offices located at, 9065 McWain Rd. Grand Blanc, MI 48439 ("**CONTRACTOR**").

In consideration of the promises below, the parties mutually agree as follows:

Article 1-Scope of Services / Statement of Work

The Contractor shall perform the following services ("Work") more fully described in the following attachments:

Exhibit A: RFP for Fiber Drop Construction Services February 26, 2026

Exhibit B: Contractor's proposal dated March 31, 2026.

Article 2- Compensation

2.1) Owner shall pay to the Contractor for the Work performed on the basis of the construction units actually installed as directed by the Owner for services as identified in RFP for Fiber Drop Construction Services (**Exhibit A**), which shall be billed in itemized billings to the Owner on a monthly basis based upon the work set forth in Contractor's Proposal (**Exhibit B**). Owner shall pay undisputed itemized billings of Contractor within thirty (30) days of the billing date. The final payment by the Owner to the Contractor shall not be paid until final completion of the Work and acceptance of the Work by the Owner.

2.2) All changes to the Contract Work must be submitted to and approved in writing by the Holland Board of Public Works representative prior to the Work.

2.3) No payments will be made to the Contractor until the certificates of Insurance have been received by the Owner. If the insurance furnished by the Contractor expires or is canceled during the term of the Contract, the Work and related payments will be suspended until insurance certificates evidencing renewal of coverage are submitted and accepted by the Owner.

Article 3-Responsibility and Reporting of the Contractor

3.1) The Contractor is responsible to report to **Bill Badran, Broadband Services Supervisor**, of the Holland Board of Public Works, and will cooperate and confer with him as necessary to ensure satisfactory Work progress.

3.2) All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

3.3) All reports made in connection with these services are subject to review and final approval of the Owner.

3.4) The Owner may review and inspect the Contractor's activities during the term of the Contract. Owner may audit and inspect Contractor's records and accounts covering reimbursable costs for a period of six months following the completion of Contractor's Work. The purpose of any such audit shall be only for verification of such costs. Contractor shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or as a percentage of other costs.

3.5) When applicable and requested by the Owner, the Contractor will submit a final written report.

Article 4- Schedule for Performance

4.1) The term of this Contract shall commence on July 1, 2026 and shall be completed on or before June 30, 2027. Changes in the time of completion shall be in writing between the Owner and Contractor.

Article 5- Standard of Performance

Contractor shall perform the Work in accordance with the standards of care and diligence normally practiced by recognized contracting firms performing work of a similar nature. If, during the latter of a three (3) year period following completion or termination of the Work (whichever occurs first) or within one (1) year of the discovery of the error or omission, it is shown that such error or omission in the Work was caused by Contractor's failure to meet such standards, and Owner has promptly notified Contractor in writing of any such error or omission within such periods, Contractor, at Contractor's cost, shall correct, re-perform, or re-do the Work as may be necessary to remedy such error or omission (and shall be liable for any corrective construction or installation arising from the error, defect, or omission of the Contractor).

Article 6- Conditions of Performance

6.1) The Contractor is licensed and certified, if applicable and shall provide the required labor, services, material, and expertise to perform the Work. The Contractor affirmatively represents to the Owner that it has the knowledge, skill and expertise to perform the Work in accordance with this Contract.

6.2) The Contractor acknowledges that the Work to be performed by the Contractor shall, at all times, be in compliance with the requirements of all applicable safety, environmental, federal, state, and local laws, ordinances, rules, regulations, and standards of the Owner during the term of this Contract. The Contractor shall be responsible to dispose of all materials in accordance with disposal methods in full compliance with federal, state, and local environmental requirements. Upon disposal, Contractor shall submit to the Owner a report, which describes the location and methodology, which has been used by the Contractor for the disposal of the materials. The Contractor shall maintain books and records relating to its performance under this Contract for a period not less than three (3) years after the expiration of the term of this Contract, and shall make copies of such records available to the Owner, upon request.

6.3) Owner shall grant Contractor reasonable access to the site and make provisions for Contractor to enter the Site as required to perform the Work. Owner will provide complete and accurate information as necessary for performance of the Work and contractor will have the right to reasonably rely on such information.

6.4) Contractor acknowledges that it has made an independent investigation relative to the nature and difficulties of the Work to be performed, and assumes all cost and risk in the performance of the Work during the term of the Contract.

6.5) Original drawings and specifications prepared for the "Work" are and shall remain the property of the Contractor; however the "Work" as a whole is the property of the Owner and the Contractor may not use the drawings and specifications for any purpose not relating to the "Work" without the Owner's consent. The Owner shall be furnished copies, including reproducible copies of drawings and specifications in connection with Owner's administration and use of the Work. Upon completion of this "Work" or any early termination of this Contract, the drawing and specifications may be used by the Owner for other work provided Owner provides notice to Contractor. If the Owner subsequently uses the drawings and specifications of the Contractor to materially alter the design and engineering relating to the Work, such use or re-use by the Owner shall be at Owner's risk, without liability to the Contractor.

6.6) Contractor shall perform the Work in accordance with the Contract Documents and terms of this Contract and all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality and in conformance with the design documents, and free from defective workmanship and materials for a minimum period of one (1) year following final completion of the work.

Article 7- Insurance and Indemnification

7.1) The Owner and the Contractor acknowledge that the Contractor is an independent contractor in all of the Contractor's activities and that in the course of such activities, at no time does the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor become the agents of the Owner for any purpose, and at no time shall the Owner become liable in any manner whatsoever for any of the actions or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor. The Contractor agrees to save, indemnify, and hold harmless the Owner, its agents, officers, and employees from any claim, action, or liability arising out of or connected with its negligent performance under the terms, conditions, and agreements of this Contract resulting in losses or injuries to persons (including death) or property. In addition thereto, the Contractor agrees to purchase liability insurance in amounts specified in this Contract, to insure against losses arising out of the negligent performance of the Contractor's services and that of its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, during the terms of this Contract. This covenant of indemnification shall include reasonable attorney's fees and costs incurred by the Owner in defense of such claim, action or liability. Nothing contained in this paragraph shall require the Contractor to defend the Owner from claims, or to assume any liability to the Owner or any other party for any amount greater than the degree of fault of the Contractor or his respective sub-consultants or sub-Contractors, pursuant to MCL 691.991.

7.2) The Contractor shall, throughout the period of this Contract, procure and maintain commercial general liability, automotive liability, excess liability and professional liability insurance covering any and all operations of the Contractor, its agents and employees with minimum liability limits as set forth below; and require that any subcontractor comply fully with the provisions of this paragraph. The Contractor shall also procure and maintain, throughout the period of this Contract, Workers' Compensation and Employers Liability insurance coverage for all of its employees involved in the performance of this Contract. Certificates of Insurance evidencing the coverage required herein, shall be provided to the Owner and respective insurance shall be maintained to provide coverage as set forth below. **The City of Holland, Holland Board of Public Works and their directors, officers, agents and employees shall be named as additional insureds of all applicable insurance policies (except worker's compensation and professional liability).** Holland Board of Public Works shall receive at least thirty (30) days prior written notice of cancellation and/or non-renewal of coverage. The Contractor shall cease operations on the occurrence of any such cancellation and it shall not resume operations until new insurance is in full force and effect. **The Contractor and any of its subcontractors shall require their insurance carriers, with respect to all insurance policies (except Professional Liability) to waive all rights of subrogation against the Owner, its directors, officers, agents, and employees and against other contractors and subcontractors.** Except for Professional Liability, the insurance coverage provided by the Contractor shall be primary to any insurance maintained by Holland Board of Public Works with respect to Contractor's indemnity obligations specified herein. In the event of a loss or claim by the Owner, the Contractor, upon the request of the Owner, shall produce copies of all insurance policies pursuant to the Certificate of Insurance.

7.3) The limits of liability for the insurance required by this Contract shall be for not less than the following amounts or greater where required by Laws and Regulations:

7.3.1) Workers' Compensation:

Workers Compensation: Statutory
Employer's Liability: \$500,000.00 each Accident / each Employee / Policy Limit

7.3.2) Commercial General Liability (including Products Completed and Operations Liability):

\$1,000,000.00 Each Occurrence
\$2,000,000.00 Annual Aggregate

7.3.3) Commercial Automobile Liability:

\$1,000,000.00 Each Accident

This insurance coverage shall not be required unless the Contractor is required to use a motor vehicle in the performance of the Work.

Policies shall include coverage for hired and non-owned vehicles.

7.3.4) Excess Liability Coverage:

\$5,000,000.00 Each Occurrence
\$5,000,000.00 Aggregate

7.3.5) Pollution Liability

Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three (3) years after final completion. The limits of liability shall be for not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

7.4) Contractor shall procure and provide a Performance Bond and Payment Bond at Contractor's expense in the amount of 100% of the total Contract value as specified in Article 2 as required by MCL 129.201.

Article 8 - Successors and Assigns

This Contract is binding on the Owner and the Contractor, their successors, and assigns. Neither the Owner nor the Contractor shall assign or transfer its interest in the Contract without written consent of the other.

Article 9 - Termination of Contract

The Owner may terminate this Contract without cause by giving 30 days written notice to the Contractor. In the event of termination by the Owner, the Contractor shall be paid for the portion of the Work it has satisfactorily completed through the effective date of termination, as determined by the Owner. In the event of a default under the terms and conditions of this Contract, Owner shall send a written notice of termination to the Contractor indicating that the Contract will be terminated within fifteen (15) days unless Contractor makes corrective action or cures the default specified in the notice of default. Upon termination, the Owner may contract for substitute design-build services and the cost incurred by Owner for such substitute design-build services which is in excess of the amount remains unpaid to the Contractor shall be paid by the Contractor upon demand by the Owner. Owner shall collect its reasonable costs and attorney's fees to enforce the terms and conditions of the Contract. At all times, each party shall retain all of its rights in its drawing details, designs, specifications, databases, computer software, copyrights, trade and service marks, patents, trade secrets, and any other proprietary property. Owner shall receive a copy of any and all documentation it deems necessary for all Work which has been performed by Contractor through the date of termination of Work.

Article 10 - Changes in Scope or Schedule of Services

The Owner may require changes in the scope or schedule of the Work of the Contractor. Unless Contractor requests and is granted additional compensation or time, Contractor shall complete such changes within the required time at no additional cost. If the changes decrease the amount of Work, the compensation shall be reduced accordingly.

Changes that are mutually agreed upon by the Owner and the Contractor, including any decrease or increase in the amount of the Contractor's compensation, will be incorporated into this Contract by written amendments. All proposed changes to the Contract scope of Work must be submitted to, and approved in writing, by the Owner or Owner's Representative prior to the Work.

Article 11 - Extent of Contract

11.1) This Contract represents the entire agreement between the Owner and Contractor and supersedes all prior representations, negotiations or agreements, whether written or oral.

11.2) The documents constituting the Contract between the Contractor and the Owner shall include the following:

11.2.1) This Contract.

**11.2.2) Exhibit A: RFP for Fiber Drop Construction Services
dated ____February 26_____, 2026**

11.2.3) Exhibit B: Contractor's proposal dated ____March 31_____, 2026

11.2.4) Exhibit C: Application and Certification for Payment

11.2.5) Exhibit D: Certificate of Liability Insurance

11.2.6) Exhibit E: Performance and Payment Bonds

11.2.7) Exhibit F: Contractor Safety Management Program

11.3) This Contract shall be governed by the laws of the State of Michigan. The Circuit Court for the County of Ottawa shall be the forum of exclusive jurisdiction to interpret or enforce the terms of this Contract.

11.4) Should there be any conflict between the terms of this Contract and the Exhibits, priority shall be given first to this Contract and then Exhibit A.

Article 12 - Execution of Contract

12.1) Execution of this Contract shall constitute a contract between the Contractor and the Owner.

12.2) Counterpart Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all counterparts, when taken together, will constitute one same Contract. The parties agree that signatures on this Contract may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this Contract.

12.3) This Contract is executed on the date and year noted in the first paragraph of this Contract document.

{Signatures on next page}

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

OWNER:

HOLLAND BOARD OF PUBLIC WORKS

By _____
David G. Koster

Its General Manager

Date: _____, 2026

CONTRACTOR:

By _____

Its _____

APPROVED AS TO FORM
CITY OF HOLLAND

By: _____
Vincent L. Duckworth
City Attorney

Dated: _____



REQUEST FOR PROPOSAL

Fiber Drop Construction Services

Attachment 2

Specifications for Fiber-to-the-Premise (FTTP) drop construction

1 Overview

Project Overview:

HBPW is seeking qualified contractors to perform fiber drop construction for HBPW Fiber services. Work includes construction from aerial or vault-located MSTs or Splice cases to customer premises, including exterior termination and, when specified, entry into the building to the demarcation point.

Purpose:

This document identifies the scope and specifications for the installation of FTTP and activation of fiber internet service to business and residential customers in the city of Holland.

Definitions:

FTTP - The term fiber to the premises/home (FTTP/FTTH) refers to equipment used in fiber access deployments where fibers extend to the end-user premises.

MST - Multi-port Service Terminal (Corning Opti Sheath Multiport Terminal)

CPE - Customer Premises Equipment (ONT, router, etc.)

NID - Network Interface Device. Also known as the Optical Network Unit (ONU), Network Interface Unit (NIU), Tap Box, or Wall Box. This unit terminates outside the fiber at the subscriber's premises and connects to the inside of the premises.

2 Specifications

2.1 Materials Specification

HBPW supplies drop cable, MST ports, enclosures, NIDs/house boxes, connectors, and consumables; contractor provides all tools, equipment, and incidental materials (e.g., fasteners).

2.2 Drop Installation

Install a fiber drop cable from MST to NID. The City of Holland's average pole-to-building length is 65', with MSTs installed within two spans of the serving pole—drops to follow current electric service, either overhead, underground, or a combination of both. Currently, 70% of city electric services are overhead. Installations shall be to National Electric Code standards.

Aerial: An aerial-fiber optic will be placed in the communications space of HBPW utility Poles starting at the messenger-mounted MST located near the pole. Mid-span placement is acceptable in areas where it is required.

- Field Survey and path confirmation (pole to premise).
- Pole Attachment: J-Hooks, Q-Clamps, and home attachment: Rams head, and Pipe clamps.
- Drip loops
- Installation of drop cable from MST to the premises to specifications.
- Labeling to specifications
- Tree trimming management

Aerial to Underground transitions: This work consists of performing all activities necessary to transition a service drop from an aerial MST on a pole to an underground leading to the NID. The work includes pole access, aerial hardware installation, riser installation and cable routing, transition hardware, short trenching, conduit or direct-bury installation, and termination at the customer's NID.

Underground: cable shall be buried directly or placed in a conduit/14/18mm Micro duct system starting at a nearby underground MST. Some installations may start aerial, travel to a pole, riser down, and continue to the building underground.

- Assist BPW OSPs and conduct field surveys and locate coordination.
- Obtain any necessary permits
- Responsible for MISSDIG Ticket and assigning a patch for the UG crew.
- Trenching or directional boring (up to 150ft)
- Duct use shall be agreed upon by HBPW and contractor.
- Placement of micro duct with pull string and fiber.
- Vault/handhole placements and restoration (soil, sod, asphalt/concrete as required)
- Slack loop and labeling.

NID Installation and Fiber Termination

NID shall be properly grounded and next to the electric meter. Typically, eye level allows for proper clearances unless otherwise authorized by HBPW.

Use NID specifications for installation. Ensure that all grommets at the bottom of the enclosure are snug in their channels. This includes a tracer wire attached to the bottom lug on the NID.

2.3 Entry Cable Installation

Install a fiber patch cable from the NID into building DMARC. The cable may not extend further than 50 feet from the NID to the termination point within a residence. Our starting point is to terminate near the breaker box or approved location by the customer and BPW.

2.3.1 Termination

Preferred termination inside is near the electrical panel unless customer-approved alternative.

2.3.2 Penetrate exterior wall through a building per recommended specification and seal penetration and route entry with all-season sealant and neatly run fiber cable to ONT location with proper hangers.

2.3.3 Use the crawlspace, basement, or attic to run the cable. The installer will follow the architectural lines of the house and run the cable in places where the foundation meets the bottom of the exterior walls, vertically along the corner trim, or under the soffit.

2.3.4 Multi-Dwelling Unit Drop and Install

The drop should be grounded outside like a residential installation. From there, a cable may be run to an exterior cross-connect or enter the building and attach to an internal cross-connect that could be within a wiring or telecommunications closet.

2.4 Fiber Splicing and Testing

Mechanical and Fusion Splicing to industry standards, including Pig tail drops from MST or fusion splicing from splice cans. Acceptable loss budget: MST to NID shall measure between -11 dBm and -16 dBm unless otherwise authorized by HBPW

- Splice trays, closures, and waterproofing.
- MST to NID Testing and documentation (Light-level at NID and DMARC)
- Splice Enclosures: Splice Logs, OTDR Traces, and photo documentation
- Labeling per the HBPW scheme.

2.5 Restoration

The installer shall plan and execute the installation from the nearest provided MST to and into the customer premises. Installer shall have the necessary skills, experience, and tools to complete the installation. Any tree trimming needed is the installer's responsibility. Fiber installation shall follow the same path as the existing electric service unless otherwise authorized by HBPW.

All restoration processes and timelines must be communicated to the customer. Restoration is expected to be completed within 5 business days after installation and activation, weather permitting. The installer shall supply all materials required for restoration, including but not limited to topsoil, seed, or sod installation.

2.6 Logistics

Scheduling

HBPW will provide all scheduling and dispatch services through an online tool available to all installers via a mobile app.

The Installer and/or HBPW dispatch will place a call with the customer to check on the arrival status (wait time of 30 minutes). The customer will be notified before departure.

If the Installer does not have proper access to perform the scheduled job function, the Installer will need to follow the HBPW process developed for these instances.

Customers will be notified of the in-route or arrival time for scheduled appointments.

If the customer needs to reschedule, HBPW will notify the Installer and re-route to the next appointment. The installer will need to communicate if visiting a site and is not able to complete an installation for the following situations.

- Customer is not on-site or has health issues.
- Severe Weather conditions are not allowing for installations.

Documentation

All installation documentation will be submitted solely through HBPW's Spry Mobile system. No separate as-built drawings are required.

2.6.1 Site Survey

If the Installer and HBPW agree that some installations will be complex and require extra planning, the installer may conduct a site survey. The installer will be inside the home/business to help evaluate the best CPE location, then determine the optimal exterior path to that interior location. The Installer will create a work plan for arranging a meeting with the premise owner to define the following:

- Demarcation points on the building
- Potential impediments in the drop path
- Installation details (path, costs for extra components, etc.)
- Site survey may include installing the external enclosure (i.e., NID); needs specified in the quote.

3 Order Lifecycle Targets

- **Customer Contact and Scheduling:** HBPW Initial customer contact and scheduling shall occur within **five (5) business days** of order. HBPW will assign the order to the contractor
- **Order Acknowledgement:** Acknowledgement of service orders shall occur within **three (3) business days** of assignment.
- **Drop Completion:** Drop construction and activation shall be completed within **thirty (30) days** of service order assignment, unless otherwise authorized by HBPW.

4 Project Management and Training

Bidder will be responsible for:

1. Assigning a dedicated project manager or Supervisor responsible for overseeing the drop construction and installation. Developing a detailed schedule, milestones, and resource allocation plan.
2. Coordinate with HBPW service installation scheduling and dispatch process through the provided mobile application.
3. Coordinating with HBPW, HBPW contractors, and service providers as needed.
4. Provide training sessions to relevant personnel on installing, maintaining, and troubleshooting fiber drops and CPE. Facilitate knowledge transfer to the client's staff to ensure they can effectively manage and support the FTTP network.

5 Unit Descriptions

The following descriptions detail the activity expected within each unit in Attachment 3 – Price Proposal Sheet.

1.01 Aerial service installation

- Unit: \$/Installation
- Hang fiber up to 250'
- Access MST and connect the drop cable
- Attach to the house
- Route to tap box
- Install tap box
- Terminate fiber
- Test
- Document

1.02 Aerial Service Installation – Over 250'

- Unit Additional \$/foot beyond 250'

1.03 Aerial to Underground Transition

- Unit \$/installation
- Installation of riser (if needed)
- Routing of fiber in riser

1.04 Underground Installation

- Unit: \$/installation
- Install conduit (if required)
- Install fiber up to 250'
- Access MST and connect the drop cable
- Attach to the house
- Route to tap box
- Install tap box
- Fiber Splicing
- Terminate fiber
- Test
- Document

1.05 Underground Service Installation – Over 250'

- Unit: Additional \$/foot beyond 250'

1.06 Asphalt/Concrete excavation and restoration

- Unit: \$/square foot
- Survey with the property owner concerning the best path for aesthetics
- Asphalt/concrete sawing and/or trenching (footage per crosscut) of material
- Conduct installation (if required)

- Patching and sealing with appropriate restoration materials (including in cost)

1.07 Asphalt/Concrete core and drill

- Unit: \$/core
- For drop installation to building surrounded by hard surfaces
- 2" to 6" diameter up to 12" deep
- Removal of materials
- Patching and sealing (materials included)

1.08 Under pavement (Sidewalk/driveway) (up to 20')

- Unit: installation
- If the drop must go under the sidewalk or the driveway.

1.09 Under pavement – over 20'

- Unit: \$/foot
- Cost for entire run (Do not combine with 1.08)

1.09 Splicing & testing

- Unit: \$/splice
- Fusion splices
- OTDR testing, Light levels, & documentation (per drop): Unit price

1.10 Temporary Surface Fiber Drop

- \$/drop
- Placing a temporary fiber drop on top of the surface as required and approved by Client due to weather or other unavoidable circumstances.
- If applicable, HBPW and the customer must approve of the temporary fiber drop to cross a driveway and/or sidewalk
- Appropriate safety cautions to guard and secure the temporary fiber drop on the surface
- Fiber placement inside surface conduit (if required)
- The Temporary Surface Fiber Drop will be removed or fully buried on the return trip

1.11 No Access Truck Roll

- Technician arrives at scheduled install, and the customer is not at home. The technician and/or dispatcher will place a call with the customer to check on arrival status (wait time of 30 minutes). The client representative will be notified before departure.

- Technicians don't have proper access to perform the scheduled job function
- Technician is notified en route or arrives at the scheduled appointment, and the customer needs to reschedule

1.12 Site Survey

- \$/trip
- Additional survey work ahead of installation

1.13 Ethernet extension

- \$/extension (foot)

Installation of ethernet cable from the ONT to the router that is longer than 10 feet and requires wall penetration, cable fishing, termination, and testing.

1.14 Installation Assistance

- Unit \$/hour
- Ad-hoc services required to complete the installation above and beyond standard work.
As approved by HBPW
- Ad-hoc services requested by the customer
- Longer than average waiting time (mutually established) for equipment provisioning and/or troubleshooting

1.15 Other Services

- Tree Trimming Light \$/Hour
 - Hand tools, groundwork only
- Tree Trimming Heavy \$/Hour
 - Chainsaw/Bucket Truck
- Debris \$/Sq Yard
 - Hauling and Disposal
- Provide descriptions for other services offered

6 Materials and Specifications

All materials for drop construction, installation, and activation will be provided by the Holland Board of Public Works. HBPW has identified materials, but is open to assistance in recommending, identifying, and confirming the following materials from the successful Bidder.

6.1 Drop Cable

Corning Opti Tap traceable drop cable assembly or equivalent. Terminated at the MST end. Unterminated at the NID end.

6.2 Conduits placed using trenching, plowing, or horizontal directional drilling methods shall be determined by HBPW and the Bidder

6.3 Tracer Wire, #10, orange insulation if required

6.4 Handhole, Tier 15, 12" x 12" x 12"

6.5 NID - Calix 100-01578 or equivalent.

6.6 Network Electronics

- ONT - Calix 1100X or 1101X
- Router - Calix Gigaspire U6.2 or U6.10
- WiFi Mesh - Calix Gigaspire Mesh u4m



REQUEST FOR PROPOSAL

Fiber Drop Construction Services

ATTACHMENT 3

PRICE PROPOSAL SHEETS

PROPOSAL PRICING SUMMARY SHEET

A unit price is an amount stated in the Contract Agreement as a price per unit for materials or services as defined in HBPW - Attachment 2 - SPECIFICATIONS - Drop Construction.

Unit prices include labor, equipment, materials, overhead, and profit. Proposal Price includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications, and as estimated herein, inclusive of all appurtenances, as shown and specified. Estimated Quantities are based on recent new service estimates, but there is no commitment as to the total volume of work.

Estimated Quantities; No Volume Guarantee

Estimated quantities are provided solely for bid comparison purposes and are based on an anticipated average of approximately **25 service drops per month** (approximately **300 per year**). Actual volumes may vary by month and season, and HBPW makes **no guarantee of minimum or total quantities**. Unit prices proposed shall remain valid regardless of actual volumes. HBPW reserves the right to order more or fewer units than estimated.

Subtotal for Construction Services (Price Proposal Sheet): \$ 108,145.00

Total Proposal Price: \$ 108,145.00

Company: CommServe Communications, Inc.

By: _____
(Signature)

NAME OF SIGNER: _____
(Please Print or Type)

TITLE OF SIGNER: _____
(Please Print or Type)

DATE: _____



REQUEST FOR PROPOSAL

Holland City Fiber FTTP Broadband Fulfillment Services

ATTACHMENT 4

FORM OF PERFORMANCE AND PAYMENT BOND

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-610, Performance Bond

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and American Society of Civil Engineers. All rights reserved

Holland Board of Public Works
Holland City Fiber

August 2023

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and

payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract or Warranty obligations.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

_____ *(seal)*

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

- The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is

EJCDC® C-615, Payment Bond

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Holland Board of Public Works
Holland City Fiber

August 2023

- incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
 3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
 4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
 5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
 8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
 10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first

EJCDC® C-615, Payment Bond

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occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien

or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



**HOLLAND BOARD OF PUBLIC WORKS
CONTRACTOR SAFETY MANAGEMENT PROGRAM**

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<u>REVISION NUMBER</u>	<u>ISSUE DATE</u>
Rev 2	07/21/2022

Approved By: Becky Lehman, Business Services Director
Date: 21 July 2022

Effective Date:
21 July 2022



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Holland Board of Public Works Contractor Safety Management Program

1. Purpose

- 1.1 The Holland Board of Public Works (HBPW) utilizes many different Contractors for various Work activities throughout its operations. This program has been developed and implemented, to ensure that the work is done safely and without risk to HBPW employees, operations and the general public. This program is to be followed by Contractor personnel, as detailed below.

2. Scope

- 2.1 This program applies to Contractors performing maintenance, repairs, testing, turnaround, construction services, major renovations, or any other Work activities on HBPW owned properties or assets, and shall be part of any Contract Agreement or Purchase Order related to that Work.
- 2.2 This program is in addition to provisions of any applicable Service Contract, Purchase Order, or agreement requiring compliance with applicable governmental regulations (eg. MIOSHA, EPA, EGLE, PHMSA, MDOT, etc.)

3. References

- 3.1 HBPW Contractor Management Policy
- 3.2 MIOSHA Multi-Employer Worksite Agency Instruction
- 3.3 MIOSHA Part 86 Generation, Distribution, and Transmission
- 3.4 HBPW Lockout Tag out Procedure
- 3.5 HBPW Arc Flash Safety Procedure
- 3.6 HBPW Confined Space Entry Procedure
- 3.7 HBPW Hot Work Procedure

4. Definitions

- 4.1 *HBPW Representative* – The HBPW team member responsible for the Work of the Contractor while on site. This does not imply that the HBPW Representative serves in a supervisory role to the Contractor.



- 4.2 *Stop Work* – The authority and responsibility of all HBPW personnel to stop the activities of a Contractor if unsafe acts are observed (also known as “Stop the Job”). All “Stop Work Orders” must be documented in writing by the HBPW employee initiating the order.
- 4.3 *Work* - The activities that the Contractor is performing on or in HBPW Sites, utilities and/or assets.

5. Roles and Responsibilities

5.1 HBPW Representative is responsible for:

- 5.1.1 Ensuring accountability for adherence to this procedure.
- 5.1.2 Ensuring all the necessary documentation is completed or on file from within the previous 12 months, prior to the start of work. Documentation includes;
 - 5.1.2.1 Contractor’s Acknowledgement Form
 - 5.1.2.2 Contractor Site Specific Safety Training documentation
- 5.1.3 Ensuring Site Specific Contractor Safety Training occurs (or has occurred within the last 12 months, for the specific site), is documented and retained, prior to the start of work, if applicable.
- 5.1.4 Reviewing the HBPW Contractor Management Electrical Job Hazards Information Sharing form or the HBPW Contractor Management Electrical Job Hazards Information Sharing for High Voltage Work form with the Contractor (per the HBPW Arc Flash Procedure), if applicable.
- 5.1.5 Periodically auditing the Contractor’s job sites and documenting any deficiencies after discussing them with the Contractor. Frequency of the audits will be commiserate with the level of risk of Work, location of work, previous infractions, and other safety concerns.
- 5.1.6 Enforcing any non-compliance items with the appropriate discipline.
- 5.1.7 Supplying the Contractor with the HBPW Lockout Tag out, Confined Space Entry, Arc Flash, and Hot Work Procedures/Programs, as needed.
- 5.1.8 If the contractor does not have a Job Safety Analysis (JSA) form, provide them with a copy of the HBPW Site Specific JSA form.

5.2 Department Management (Superintendent, Manager, and/or Supervisor) is responsible for:



- 5.2.1 Ensuring accountability for adherence to this procedure.
- 5.2.2 Working with the HBPW Representative, enforcing any non-compliance items with the appropriate discipline.
- 5.2.3 Ensuring training is provided to all applicable HBPW site employees.
- 5.2.4 Ensuring that Site Specific Contractor Safety Training is accurate and updated as needed.

5.3 Safety Department is responsible for:

- 5.3.1 Reviewing this procedure annually, or more frequently if needed, due to an incident or audit finding, to ensure compliance.
- 5.3.2 Auditing the Contractor Safety Management Program annually to ensure compliance.

5.4 All Employees are responsible for:

- 5.4.1 Utilizing the “Stop Work Orders” process and documenting the action, if unsafe acts by a Contractor are observed.

5.5 Contractors are responsible for:

- 5.5.1 Following all elements of this Contractor Safety Management Program.
- 5.5.2 Reviewing and signing the “Contractor Acknowledgement Form”.
- 5.5.3 Ensuring the safe operation of Work and taking all necessary precautions to ensure that all of the Contractor’s Work activities are conducted in a safe manner.
- 5.5.4 Having a company Safety Program that meets MIOSHA requirements.
- 5.5.5 Providing a Crane Lift Plan for high-risk level material lifts.
- 5.5.6 Furnishing, upon request, proof of all safety-related training, equipment, and training to use equipment for the Contractor’s Work activities.
- 5.5.7 Supplying, upon request, documentation of all testing, training, licensing, and certification of the company’s employee’s and equipment.



- 5.5.8 Ensuring that all of the contractor's employees, including all sub-contractor employees, receive training on this HBPW program and the applicable Site Specific Contractor Safety Orientation Training.
- 5.5.9 Notifying the HBPW Representative of changes or additions to the Contractor's work team, and provide documentation of their Site Specific Contractor Safety Orientation Training.
- 5.5.10 Strictly adhering to and coordinating with the HBPW Representative the for HBPW Lockout Tag out, Hot Work, Confined Space Entry, and/or Arc Flash requirements, as applicable to the Contractor's Work.
- 5.5.11 Notifying the HBPW Representative of any non-formal complaint notifications or inspections by MIOSHA or other Regulatory Agency.
- 5.5.12 Notifying the HBPW Representative immediately of any unsafe acts, near misses, injuries or property damage.
- 5.5.13 Following the guidelines listed in the Contractor Safety Management Program Special Instructions (Appendix 9.2).

6. Process and Program Implementation

- 6.1 The HBPW Representative will supply the Contractor Safety Management Program with the Bid or Proposal documentation to be used in order to determine the Contractor's job costs. Subsequent discussions may be held at the request of the Contractor or the HBPW Representative to resolve any differences or questions.
- 6.2 Prior to any work by the Contractor occurring;
 - 6.2.1 The HBPW Representative must also receive a signed Contractor Acknowledgement Form (Appendix 9.1) from the Contractor's Management, or ensure that the HBPW has the forms on file, from within the previous 12 months.
 - 6.2.2 If applicable, the HBPW Representative is responsible to ensure the Site Specific Contractor Safety Orientation Training for the HBPW Site has been provided to the Contractor's employees, or ensure that it has occurred within the last 12 months, for that specific site.
 - 6.2.2.1 The Contractor's employees receiving the training must complete the Site Specific Contractor Safety Orientation Training Attendance form (Appendix 9.3).



- 6.2.3 The HBPW Representative is responsible to review this Contractor Safety Management Program and the Contractor Safety Management Program Special Instructions (Appendix 9.2) or the Site Specific Contractor Safety Orientation Training with the Contractor. Review of the Contractor Safety Program Special Instructions may be waived if the Site Specific Contractor Safety Orientation Training covers all items listed in the Special Instructions.
- 6.3 If applicable, the HBPW Representative will supply the Contractor with the HBPW Lockout Tag out, Confined Space Entry, Arc Flash, and/or Hot Work Procedures/Programs.
- 6.4 If required based on the scope of the work, the HBPW Representative will review the HBPW Contractor Safety Management Electrical Job Hazards Information Sharing form or the HBPW Contractor Safety Management Electrical Job Hazards Information Sharing for High Voltage Work form with the Contractor (per the HBPW Arc Flash Procedure).
- 6.5 The HBPW Representative will periodically audit the Contractor's job sites and document any deficiencies after discussing them with the Contractor. Frequency of the audits will be commiserate with the level of risk of Work, location of work, previous infractions, and other safety concerns.
- 6.6 If the contractor does not have a Job Safety Analysis (JSA) form, the HBPW Representative will provide them with a copy of the HBPW Site Specific JSA form.
- 6.7 This Program will be reviewed and audited annually by the Safety Department to ensure it is effective and compliant.

7. Enforcement

- 7.1 Failure by the Contractor to comply with this program, or applicable government regulations (eg. MIOSH, EPA, EGLE, PHMSA, MDOT, etc.), will result in one or more of the following at the HBPW's discretion;
 - 7.1.1 A warning (verbal or written) to the offending person, by the HBPW Representative or HBPW Management.
 - 7.1.2 A warning (verbal or written) by the HBPW Representative or HBPW Management to the Contractor's designated representative.
 - 7.1.3 Removal of the offending person from HBPW premises on either a temporary or permanent basis.
 - 7.1.4 Stoppage of contractor Work, either for a temporary or permanent basis.



- 7.1.5 Forfeiture of future business with HBPW for the Contractor.
- 7.1.6 For any delays in Work or loss suffered by the HBPW, the HBPW may seek recovery of funds as allowed under contract.
- 7.1.7 The HBPW Representative shall document all compliance issues.

8. Records and Retention

- 8.1 Contractor Bid or Proposal will be retained by the HBPW Representative in the project file or other assigned location.
- 8.2 Contractor Acknowledgement forms will be retained in SharePoint for two years.
- 8.3 Site Specific Contractor Safety Orientation Training documentation will be retained in SharePoint for two years.
- 8.4 Pre-job brief or JSA documentation will be retained in SharePoint for two years.
- 8.5 Confined Space debrief documentation will be retained in SharePoint for two years.
- 8.6 HBPW Hot Work Permits will be retained in SharePoint for two years.
- 8.7 HBPW Contractor Management Electrical Job Hazards Information Sharing form or the HBPW Contractor Management Electrical Job Hazards Information Sharing for High Voltage Work form, will be retained in SharePoint for two years.
- 8.8 Lift Plans will be retained in SharePoint for two years.
- 8.9 Stop the Job or Stop Work documentation will be retained in SharePoint for two years. If necessary, an Incident report will be filed based on the event and the scope of the Stop Work.

9. APPENDICES

- 9.1 Appendix 9.1 Contractor Acknowledgement form
- 9.2 Appendix 9.2 Contractor Safety Management Program Special Instructions
- 9.3 Appendix 9.3 Site Specific Contractor Safety Orientation Training Attendance form

HOLLAND BOARD OF PUBLIC WORKS - CONTRACTOR SAFETY PROGRAM
CONTRACTOR ACKNOWLEDGEMENT FORM

We have read and understand the Holland Board of Public Works Contractor Safety Rules presented to us on (date) ____/____/____ and will follow these rules while performing work for the Holland Board of Public Works.

We understand that failure to comply with these rules or supply the requested documentation (Contractor Acknowledgement Form, Contractor Site Specific Safety Orientation Training Form, equipment certifications, etc.) may result in enforcement action as outlined in these rules.

Name of Contractor Company

24-hour Emergency Phone Number

Name of Contractor Safety Representative

Signature of Contractor Safety Representative

Name of HBPW Representative

Signature of HBPW Representative



**OFFICE OF THE GENERAL MANAGER
BOARD OF PUBLIC WORKS
HOLLAND, MICHIGAN**

To: BPW Board of Directors
Date: 2026-05-11
Subject: FY 2026 James Street Substation Electric Distribution Capital Budget
Amendment and Construction Contract with Newkirk Electric

Utility Services Department

Introduction:

Newkirk Electric is the recommended bidder to complete the replacement of three 138kV breakers at James Street Substation.

Recommendation:

Approve a contract with Newkirk Electric Inc., in the amount of \$183,642 with a 10% contingency of \$18,000 for a total of \$201,642, for the services to replace three 138kV breakers at the James Street Substation and approve an FY 2026 Capital Budget Amendment in the amount of \$145,860 for a total project budget of \$595,860, pending approval as to form from the City Attorney.

Description:

The 138kV breakers at James Street are at end of life and in need of replacement. The Siemens breakers purchased for the project were received in December 2025 and Electric Distribution staff solicited proposals for the installation of the new breakers in March 2026.

Proposals to provide construction services for the replacement of the 138 kV breakers at James Street Substation were received from three qualified bidders. The scope of work includes labor and materials needed to install the breakers. A summary of the bid results and quoted delivery times are shown in the table below.

Bidder Name	Business Location	Quote Amount	Delivery	Exceptions
Newkirk Electric	Muskegon, MI	\$183,642	October 2026	No
Kent Power	Rockford, MI	\$249,315	October 2026	No
Hydaker-Wheatlake	Reed City, MI	\$345,643	October 2026	No

Newkirk Electric Inc. is the lowest evaluated proposal for the requested services. Newkirk Electric has done several projects for HBPW in the past and meets our expectations. Staff recommends approval of a contract with Newkirk Electric.

A budget amendment is needed to cover construction costs coming in higher than expected, as well as to cover the replacement of 1980's control wiring from the control building to the breakers, that was not included in the original scope of the project. The FY2026 capital budget for this project is \$450,000. A budget amendment of \$145,860 is requested to complete the project and brings the new total project budget to \$595,860.

Respectfully submitted,

David G. Koster
General Manager

Strategic Directive:

4. HBPW will provide reliable utility services to the customers it serves.

Attachments:

2026-05-11 Newkirk Electric James Street Breaker Replacement Proposal
2026-05-11 Newkirk Electric Construction Services Contract

Report prepared by: Steve Bruinsma, Electric Distribution Superintendent

CITY OF HOLLAND/HOLLAND BOARD OF PUBLIC WORKS
Construction Services Contract

This Construction Services Contract (“Contract” or “Agreement”) is entered into this ____ day of _____, 2025, by and between the **City of Holland, acting by and through its Holland Board of Public Works**, a Michigan municipal corporation of Ottawa and Allegan Counties, Michigan (“Owner”), which has offices located at 625 Hastings Avenue, Holland, MI 49423 and **Newkirk Electric Associates, Inc.**, (“Contractor”), which has offices located at 185 Roberts Street, Muskegon, MI 49442.

In consideration of the promises below, the parties mutually agree as follows:

Article 1-Scope of Services / Statement of Work

1.1) The Contractor shall perform the scope of services (“Work”) described in the following exhibits:

Exhibit A: Holland Board of Public Works RFP titled JAMES STREET SUBSTATION CONSTRUCTION ACTIVITIES, CITY OF HOLLAND BOARD OF PUBLIC WORKS, dated April 13, 2026, Addendum Number 1 dated April 1, 2026.

Exhibit B: Holland Board of Public Works RFP titled Invitation to Bid, JAMES STREET SUBSTATION 138KV GCB REPLACEMENT, dated March 16, 2026.

1.2) Contractor acknowledges and agrees that time is of the essence regarding the performance of the Work under this Contract, and accordingly, Contractor will furnish and employ all labor, material, and equipment necessary to perform the Work in a diligent and orderly manner and as further described in Exhibit A and Exhibit B. In addition, Contractor agrees that in performing the Work that:

1.2.1) the exact location and scope of individual Work Orders will be made known to the Contractor as the Contract commences and each Work Order will consist of underground and/or aerial work associated with the Owner's electric distribution and/or fiber optic system as defined in Exhibit A, Exhibit B and located within the area served or to be served by the Owner.

1.2.2) this is a unit price Contract and the quantities performed during this Contract are estimated and are not guaranteed. Contractor will be paid only for actual units of work, time and material performed under this Contract as directed and verified complete by Owner.

1.2.3) this is a non-exclusive contract between the Contractor and the Owner. The Owner reserves the right to request pricing and employ other contractors to perform work similar to the work contemplated by this Contract where the Owner determines it is beneficial and in the interest of the Owner.

Article 2-Compensation

2.1) The Contractor shall be paid for the “Work” as follows:

Owner shall pay to the Contractor for the Work performed on the basis of the construction units actually installed as directed by the Owner and shown by the inventory identified on the Work Order Sheets and shall be billed monthly in itemized billings to the Owner as Work is completed. Contractor will be paid for units of work, time and material actually performed according to the unit prices delineated in Exhibit C and Exhibit D: Bid Form Attachment. Approval of payment will be authorized by the HBPW Representative designated in the individual Work Order through contract completion.

2.2) The Contractor shall determine the amount of Work completed and the HBPW Representative shall verify completion of the Work and pay within thirty (30) days after verification of the completed Work.

2.3) All changes to the individual Work Order Scope of Work must be submitted to and approved in writing by the Holland Board of Public Works Representative specified in the Work Order.

2.4) No payments will be made to the Contractor until the Certificates of Insurance have been received by the Owner. If the insurance furnished by the Contractor expires or is cancelled during the term of the contract, Work and related payments will be suspended until insurance certificates evidencing renewal of coverage are submitted and accepted by the Owner.

Article 3-Responsibility and Reporting of the Contractor

3.1) The Contractor is responsible to the Holland Board of Public Works Representative, Jacob Hammel, Electric Substations and Metering Supervisor (“HBPW Representative”) and will cooperate and confer with him/her as necessary to insure satisfactory Work progress.

3.2) All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor’s name. All reports made in connection with the Work are subject to review and final approval of the Owner.

3.3) The Owner may review and inspect the Contractor’s activities during the term of the Contract. Owner may audit and inspect Contractor’s records and accounts covering reimbursable costs for a period of six months following the completion of Contractor’s Work. The purpose of any such audit shall be only for verification of such costs. Contractor shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or as a percentage of other costs.

3.4) When applicable and requested by the Owner, the Contractor will submit a final written report.

Article 4-Term

4.1) The term of this Contract shall commence on July 1, 2026 and continue for twelve (12) months. Changes in the unit prices and time of completion shall be agreed to in writing between the Owner and Contractor.

4.2) Contractor understands and agrees that time is of the essence and individual Work Orders may have number of days or dates by which, the Work is to commence and/or be substantially completed and ready for final payment as set forth in Exhibit A and Exhibit B.

4.3) The Owner may terminate this Contract without cause by giving 30 days written notice to the Contractor. In the event of termination by the Owner, the Contractor shall be paid for the portion of the Work it has satisfactorily completed through the effective date of termination, as determined by the Owner. In the event of a default under the terms and conditions of this Contract, Owner may send a written notice of termination to the Contractor indicating that the Contract will be terminated within ten (10) days unless Contractor makes corrective action or cures the default specified in the notice of default.

4.4) Upon giving or receiving a termination notice, the Contractor shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the Owner all data, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Contractor or its subcontractors may have accumulated in performing the Work under this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the project where the Owner has reimbursed the Contractor therefor. The Owner may thereafter, in its sole option, take over the Work and prosecute the same to completion by whatever means it chooses. Contractor shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and to produce a report of services completed to the date of termination. In the event that the cost incurred by Owner to complete the Work exceeds the remaining unpaid compensation to be paid to the Contractor pursuant to paragraph 2.1, the Contractor shall pay the additional cost incurred by the Owner, including reasonable attorneys’ fees and costs incurred by the Owner in the termination and enforcement of this Contract.

Article 5-Conditions of Performance

5.1) The Contractor is licensed and certified in the State of Michigan to provide the required manpower, services, material, and expertise to perform the Work. The Contractor affirmatively represents to the Owner that it has the knowledge, skill and expertise to perform the Work in accordance with this Contract.

5.2) The Contractor acknowledges that the Work to be performed by the Contractor shall, at all times, be in compliance with the requirements of all applicable safety, environmental, federal, state, and local laws, ordinances, rules, regulations, and standards of the Owner during the term of this Agreement. The Contractor shall be responsible to dispose of all materials in accordance with disposal methods in full compliance with federal, state, and local environmental requirements. Upon disposal, Contractor shall submit to the Owner a report which describes the location and methodology which has been used by the Contractor for the disposal of the materials. The Contractor shall maintain books and records relating to its performance under this Contract for a period not less than three (3) years after the expiration of the term of this Agreement, and shall make copies of such records available to the Owner, upon request.

5.3) Contractor acknowledges that it has made an independent investigation relative to the nature and difficulties of the Work to be performed, and assumes all cost and risk in the performance of the Work during the term of the Contract.

5.4) In performing the Work, Contractor shall exercise that degree of care and skill ordinarily exercised under similar circumstances by experienced professionals with the same degree of expertise and experience of the Contractor performing substantially similar services under similar circumstances (“Standard of Care”). **Except for the foregoing warranty, no representation, warranty, guarantee or condition, express or implied, as to the quality or nature of the Work or otherwise, is given, undertaken or made by Contractor, and all other representations, warranties, conditions and terms are excluded and denied.** Notwithstanding the foregoing, nothing contained herein shall eliminate Contractor’s obligation to perform all Work in accordance with the terms and conditions of this Contract.

5.5) Contractor shall perform the Work in accordance with the terms of this Contract and all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality and in conformance with the Contract, and free from defective workmanship and materials.

5.6) In addition to the requirements of the Owner’s “General Conditions”, if any, in the event the Contractor fails to perform the Work in accordance with the Standard of Care or the terms of this Contract, for a period of one (1) year following completion of the Work, the Contractor shall correct, re-perform, or re-do the Work as may be required to conform to the Standard of Care. This warranty shall not be in lieu of any specific equipment warranties which may be applicable to the goods supplied by the Contractor.

5.7) Contractor and its subcontractors shall not discriminate against an 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 race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this provision may be regarded as a material breach of the Contract to the extent required or allowed by MCL 37.2209, MCL 37.2605 and MCL 37.2704.

Article 6-Insurance and Indemnification

This Agreement is subject to the following provisions:

6.1) The Owner and the Contractor acknowledge that the Contractor is an independent contractor in all of the Contractor’s activities and that in the course of such activities, at no time does the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor become the agents of the Owner for any purpose, and at no time shall the Owner become liable in any manner whatsoever for any of the actions or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor. In the event any person shall undertake to hold the Owner liable for any willful misconduct or negligent performance of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, the Contractor expressly agrees to hold the Owner harmless of and from any such liability. The Contractor also agrees to save, indemnify, and hold harmless the Owner, its agents, officers, and employees from any claim, action, or liability arising out of or connected with its negligent performance under the terms, conditions, and agreements of this Contract resulting in losses or injuries to persons (including death) or property. In addition thereto, the Contractor agrees to purchase liability insurance, specified in this Agreement, to insure against losses arising out of the negligent performance of the Contractor’s services and that of its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, during the term of this Contract. This covenant of indemnification shall include reasonable attorneys’ fees and costs incurred by the Owner in defense of such claim, action or liability. Nothing contained in this paragraph shall

require the Contractor to defend the Owner from claims, or to assume any liability to the Owner or any other party for any amount greater than the degree of fault of the Contractor or his respective sub-consultants or sub-contractors, pursuant to MCL 691.991.

6.2) The Contractor shall, throughout the period of this Agreement, provide commercial general liability, automotive liability, excess liability, and pollution liability insurance covering any and all operations of the Contractor, its agents and employees with minimum liability limits as set forth below; and require that any subcontractor comply fully with the provisions of this paragraph. The Contractor shall also procure and maintain, throughout the period of this Agreement, workers' compensation and employers liability insurance coverage for all of its employees involved in the performance of this Contract. Certificates of Insurance evidencing all lines of coverage shall be provided to the Owner and respective insurance shall be maintained to provide coverage as set forth below. **The City of Holland, Holland Board of Public Works and their directors, officers, agents and employees shall be named as additional insureds of all applicable insurance policies (except workers' compensation).** All insurance policies and certificates must include an endorsement providing thirty (30) days prior written notice to the Owner of cancellation and/or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction in coverage, and it shall not resume operations until new insurance is in full force and effect. **The Contractor and any of its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Owner, its directors, officers, agents, and employees and against other contractors and subcontractors.** The insurance coverage provided by the Contractor shall be primary. In the event of a loss or claim by the Owner, the Contractor upon the request of the Owner, shall produce copies of all insurance policies pursuant to the Certificate of Insurance.

6.3) The limits of liability for the insurance required by this Contract shall be for not less than the following amounts or greater where required by applicable laws and regulations:

6.3.1) Workers' Compensation

Workers' Compensation:	Statutory
Employer's Liability:	\$500,000.00 each Accident/each Employee/Policy Limit.

6.3.2) Comprehensive General Liability (including products completed and operations liability)

\$1,000,000.00	Each Occurrence
\$2,000,000.00	Annual Aggregate

6.3.3) Commercial Automobile Liability:

This insurance coverage shall not be required unless the Contractor uses a motor vehicle in the performance of the Work.

\$1,000,000.00	Each Accident/Occurrence
----------------	--------------------------

Policies shall be written on a comprehensive form to include hired and non-owned vehicles.

6.3.4) Excess Liability Coverage:

\$5,000,000.00	Each Occurrence
\$5,000,000.00	Aggregate

6.3.5) Pollution Liability

Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three (3) years after final completion. The limits of liability shall be for not less than:

\$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate

6.4) Contractor shall procure and provide a Performance Bond and Payment Bond at Contractor's expense in the amount of the \$183,642.00 as required by MCL 129.201. All bonds shall be dated contemporaneously with this Contract or after the date of this Contract.

Article 7-Successors and Assigns

This Contract is binding on the Owner and the Contractor their successors and assigns. Neither the Owner nor the Contractor shall assign or transfer its interest in the Contract without written consent of the other.

Article 8-Changes in Scope or Schedule of Services

8.1) The Owner may require changes in the scope or schedule of the Work of the Contractor. Changes that are mutually agreed upon by the Owner and the Contractor, including any decrease or increase in the amount of the Contractor's compensation, will be incorporated into this Contract by written amendments. All changes to the scope of Work must be submitted to, and approved in writing by the Owner.

8.2) The Owner may request resolution of any dispute under this Contract by a designated agent of those matters specified in MCL 125.1564 (3) and (4) under the procedures set forth in MCL 125.1564.

Article 9-Extent of Contract

9.1) This Contract represents the entire agreement between the Owner and Contractor and supersedes all prior representations, negotiations or agreements, whether written or oral.

9.2) The documents constituting the Contract between the Contractor and the Owner shall include the following:

- 9.2.1) **This Contract pages 1 to 6.**
- 9.2.2) **Exhibit A: Same description as in Article 1**
- 9.2.3) **Exhibit B: Same description as in Article 1**
- 9.2.4) **Certificate of Liability Insurance**
- 9.2.5) **Performance and Payment Bonds**

9.3) This Contract is to be interpreted by the laws of Michigan. The District or Circuit Court for the County of Ottawa shall be the forum of exclusive jurisdiction to interpret or enforce the terms of this Agreement.

9.4) Should there be any conflict between the terms of this Contract and the Exhibits, priority shall be given first to this Contract, then **Exhibits A and B**. Should there be any conflict between the terms of this Contract and any terms and conditions provided by the Contractor, the terms contained herein shall prevail.

Article 10-Execution of Contract

10.1) Execution of this Contract shall constitute a contract between the Contractor and the Owner.

10.2) Counterpart Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all counterparts, when taken together, will constitute one same Contract. The parties agree that signatures on this Contract may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this Contract.

10.3) This Contract is executed on the date and year noted in the first paragraph of this Contract.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

OWNER:

HOLLAND BOARD OF PUBLIC WORKS

By _____
David G. Koster

Its General Manager

Date: _____, 2025

CONTRACTOR:

NEWKIRK ELECTRIC ASSOCIATES, INC

By _____

Its _____

APPROVED AS TO FORM
CITY OF HOLLAND

By: _____
Vincent L. Duckworth
City Attorney

Dated: _____

**JAMES STREET SUBSTATION
CONSTRUCTION ACTIVITIES
CITY OF HOLLAND BOARD OF PUBLIC WORKS**

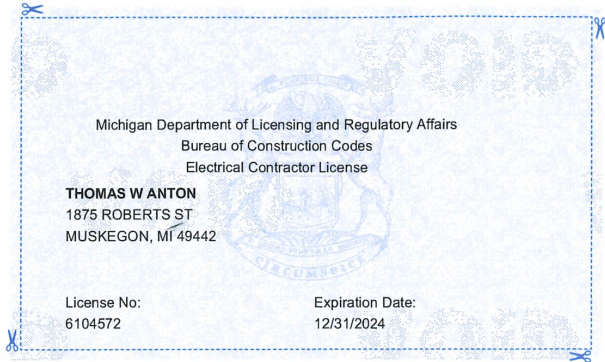
APRIL 13TH, 2026

QUALIFICATIONS OF BIDDERS

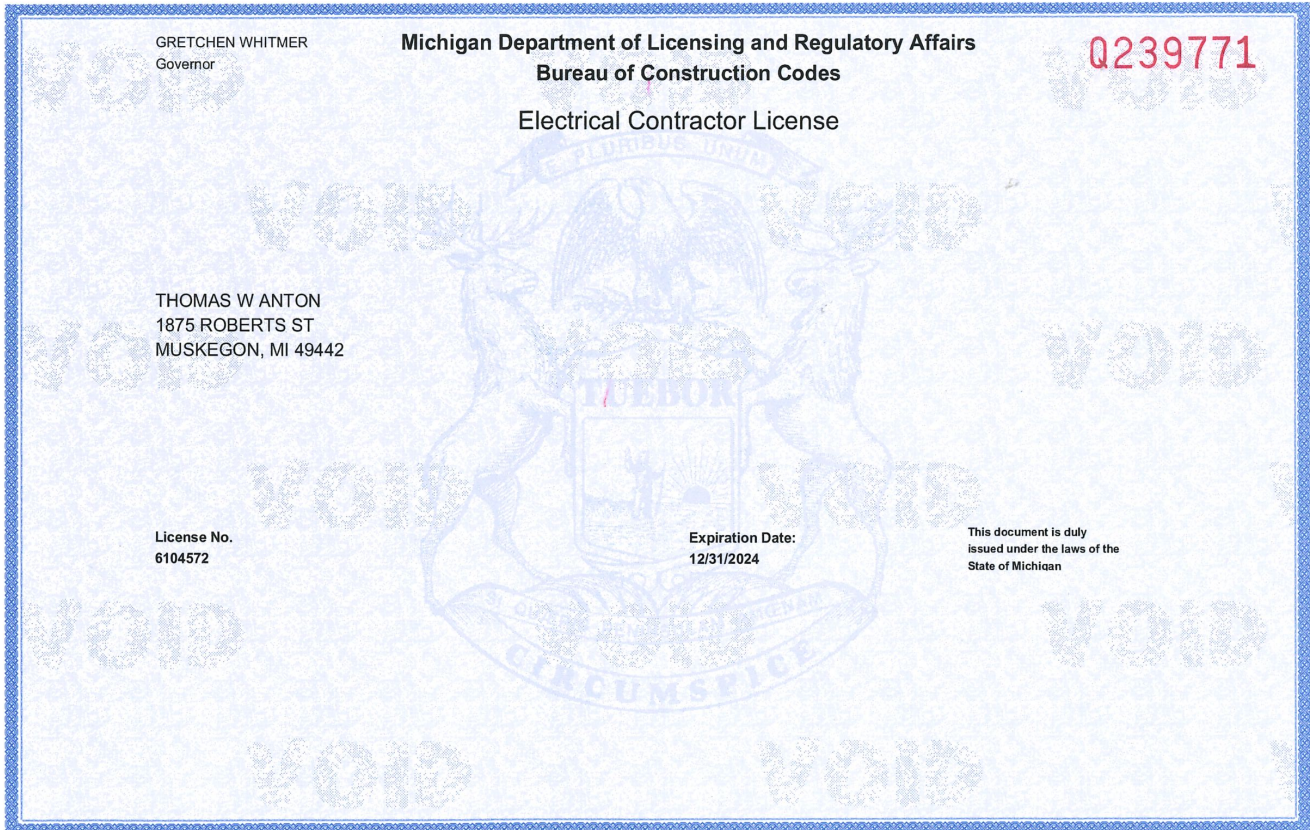
QUALIFICATION OF BIDDERS

- 0. Cover**
- 1. Michigan Qualification**
- 2. References**
- 3. General Information**
- 4. Bid Form**
- 5. Clarifications, Exceptions**
- 6. Subcontractors**

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing Division
P.O. Box 30254
Lansing, MI 48909



THOMAS W ANTON
1875 ROBERTS ST
MUSKEGON, MI 49442



REFERENCES

REFERENCES

Job Number: 150-0060

Job Name: Barton Marlow - DTE - Meridian Wind Park

Job Description: Turnkey engineering, procurement, and construction (EPC) of a Greenfield 34.5KV / 138KV collector substation for a wind farm; this also includes a transmission line interconnect to the Murphy ITC station.

Job Value: \$17,839,749

Completion Date: 05-08-2023

Reference – Company: Barton Marlow & DTE

Reference – Contact: Barton Malow Project Manager - Curtis Brown, DTE Project Manager- Josh Holmes

Reference – Phone: Curtis Brown: (616) 648-0938, Josh Holmes: (313) 269-5247

Reference – Email: curtis.brown@bmco.com, joshua.homes@dteenergy.com

Job Number: 150-0011

Job Name: AEP – Delaware

Job Description: 138KV Substation Rebuild

Job Value: \$2,973,918

Completion Date: 06-21-2023

Reference – Company: AEP

Reference – Contact: Project Manager – Cole Bachtel

Reference – Phone: (380) 205-5377

Reference – Email: cabatchel@aep.com

REFERENCES

REFERENCES CONT.

Job Number: 150-0031

Job Name: AEP – Elliott-Strouds

Job Description: Substation Upgrades at Clark Street, Elliott, Ohio University, and Strouds Run.

Job Value: \$4,884,236

Completion Date: 11-30-2023

Reference – Company: AEP

Reference – Contact: Project Manager – Brock Welker

Reference – Phone: (740) 221-8441

Reference – Email: bawelker@aep.com

Job Number: 150-0061

Job Name: NextEra (Gridliance) – Joppa Control Building

Job Description: Installation of new substation control building and circuit breaker upgrades.

Job Value: \$3,759,248

Completion Date: 03-26-2024

Reference – Company: NextEra (Gridliance)

Reference – Contact: Project Manager – Mohanbir Mehta

Reference – Phone: (484) 538-0228

Reference – Email: mohanbir.mehta@nexteraenergy.com

GENERAL INFORMATION

GENERAL INFORMATION

Company Name: Newkirk Electric Associates, Inc.

State of Business: Michigan

Ownership: Privately Held

Principle Officers:

Thomas Anton – President

Jim Anton – Vice President

Mary Carter – Corporate Secretary

Ed Wilgenburg – Chief Financial Officer

Number of Supervisory Positions: 160

Number of Regular Employees (Total): 650



April 10, 2026

Re: Newkirk Electric Associates Inc.

To Whom It May Concern:

Please let this letter serve as a bonding reference for our valued client, Newkirk Electric Associates Inc. Westfield Insurance Company (a member of Westfield Group) has been the surety of Newkirk Electric Associates Inc. for 35 years and our experience with Newkirk Electric Associates Inc. and their affiliates has been excellent. We find this firm to be very well qualified, capably managed, well-staffed, organized, reputable, cooperative, and extremely credit worthy. Currently, Newkirk Electric Associates Inc. has a bond program of \$100,000,000 single job, \$200,000,000 aggregate though we would be willing to consider projects above these amounts listed.

Our approval of any request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

I trust this to be a satisfactory reference, but if additional information is needed, please feel free to contact our office. For your further reference, Westfield Insurance, a member of Westfield Group, is a multi-line property and casualty insurance company, and is currently rated "A" by A.M. Best and combined with other companies in our group, has a Treasury Department single project qualification of more than \$200 million.

Sincerely,

Michael Watts

Michael Watts
Regional Surety Manager
Westfield Insurance



39555 Orchard Hill Place Suite 600 | Novi, MI 48375
616.649.6566
michaelwatts@westfieldgrp.com

100 – COMMITMENT TO SAFETY

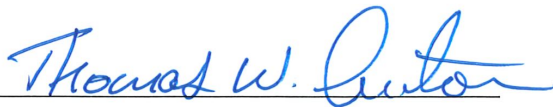
Newkirk Electric's SAFE program is focused on helping all Newkirk Electric employees Stay Accident Free Every Day. We implemented this program to provide a focal point for our commitment to safety. The SAFE Program is based on five core tenets: Planning, Training, Awareness, Communication and Accountability. It is through these five strategic pillars that we develop and implement safety and health policies and procedures that encourage our employees to take personal responsibility for the safety of themselves and their work colleagues.

Each person who works at Newkirk Electric is important. Our success with customers, and consequently the overall success of this business, depends upon the individuals working for this company -- his or her personal skills, energies and contributions. Because we are united in achieving success, we are concerned for and supportive of each other's safety and health.

Newkirk Electric believes strongly in the prevention of accidents before they happen. This principle is supported by the following basic concepts:

- Incidents can be prevented through implementation of effective safety and health policies and procedures.
- Safety controls are a vital part of our daily work practices, and integral to our work planning.
- Adherence to all safety processes is a condition of employment.
- Unsafe acts are unacceptable.
- Incidents are reported promptly, analyzed promptly and corrective action is taken.
- Any employee has the right, and the responsibility, to stop the work if they feel safety is being compromised.
- This preventative approach requires participation and ownership from all levels of the company:
 - Management, project superintendents, and foremen are responsible for executing the company's safety program within their areas of supervision, assuring proper and positive corrective actions, and communicating with upper management, the safety department, and the work force.
 - Employee involvement means the employee's responsibility to him/herself for his/her own safety, including maintaining open communications on safety issues, reporting unsafe conditions, observing company safety and health rules, using common sense, and utilizing safe work habits.
- Incident prevention is not just good for our employees, it is good for our business as it increases productivity and minimizes injury.

Keeping a safe workplace is a team effort and your involvement, cooperation, and personal commitment to safety are essential. Together, we can make the difference in the safety of ourselves and our fellow employees. Through our personal involvement and commitment, we can prevent injuries and ensure that we all stay accident free every day.



Thomas W. Anton, President

SAFETY INFORMATION



SAFETY STATS	2025	2024	2023	2022	2021	2020
EMR	0.80	0.80	0.82	0.72	0.67	0.67
OSHA Recordable Rates						
TRIR - Total Recordable	0.81	0.91	1.15	0.85	0.94	1.91
DART - Days Away Restricted Transfer	0.61	0.45	0.43	0.14	0.31	1.22
ORI - Other Recordable	0.2	0.45	0.72	0.71	0.62	0.7
OSHA Recordable Cases						
Total Case Count	5	6	8	6	6	11
Lost Time Count	2	2	1	0	2	3
Restricted / Transfer Count	1	1	2	1	0	4
DART Count	3	3	3	1	2	7
Lost Time Days	2	88	5	0	34	55
Restricted Day Count	87	92	99	7	0	121
Employment Figures						
Labor Hours	983,632	1,323,023	1,389,786	1,417,458	1,280,565	1,151,048
AVG Employees	622	654	680	690	624	584
Citation History						
OSHA / MIOSHA Citations	0	0	0	0	0	0
MSHA Citations	0	0	0	1	1	0
EPA / Environmental	0	0	0	0	0	0



NEWKIRK ELECTRIC ASSOCIATES, INC.
SAFETY AND HEALTH POLICY

	<p style="text-align: center;">Safety and Health Policy</p>	Section No:	000
		Initial Issue Date	Legacy
COVER PAGE AND INDEX		Revision Date:	01/31/2024
		Revision No.	9
		Next Review Date:	01/31/2025
		Page:	2 of 4

POLICY	SECTION
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125 – Bloodborne Pathogens	125
130 – Change Management	130
135 – Discipline in Support of Safety	135
140 – Emergency Action Planning	140
145 – First Aid and CPR	145
147 – Fit for Duty	147
150 – JSA	150
155 – Hazard Communication	155
160 – Incident and Injury Prevention	160
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165 – Incident Investigation and Reporting	165
166 – Injury and Illness Recordkeeping	166
167 – Records Retention	167
170 – Risk Assessment	170
175 – Safe Return to Work	175
180 – Stop Work Authority	180
185 – Train and Rail Safety	185
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200 – Housekeeping	200
205 – Cold Stress	205
210 – Compressed Gases and Air	210
215 – Confined Spaces	215
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	Safety and Health Policy	Section No:	000
		Initial Issue Date	Legacy
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		Revision No.	9
		Next Review Date:	01/31/2025
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325 – Hotwork Welding, Burning, and Cutting Process	325
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400 – Aerial Lifts	400
405 – Cranes	405
410 – Forklifts and Industrial Trucks	410
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700 – Abrasive Blasting	700
705 – Ammonia Awareness	705
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	<p style="text-align: center;">Safety and Health Policy</p>	Section No:	000
		Initial Issue Date	Legacy
COVER PAGE AND INDEX		Revision Date:	01/31/2024
		Revision No.	9
		Next Review Date:	01/31/2025
		Page:	4 of 4

POLICY	SECTION
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760 – Pandemic Preparedness	760
761 – COVID-19 Workplace Response Plan	761
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900 – RF Energy	900
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DOCUMENT 004113

BID TABULATION FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

To: City of Holland Board of Public Works
ATTN: Phil Leerar
625 Hastings Avenue
Holland, MI 49423

Project: James Street Substation 138kV GCB Replacement

Date: 04-13-2026

Submitted by: Newkirk Electric Associates, Inc

(full name and address)

1875 Roberts Street

Muskegon, MI 49442

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Engineer for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Price of:

\$ 183,642.00 dollars, in lawful money of the United States of America.

One Hundred Eighty-Three Thousand, Six Hundred Forty-Two

We have included the security Bid Bond as required by the Instruction to Bidders.

All applicable federal taxes are included, and State of Michigan taxes are included in the Bid Price.

2. COST BREAKDOWN

The stipulated price bid is broken down per the Schedule of Values submitted along with this Bid.

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

4. CONTRACT TIME

If awarded the contract we would be available to begin site work on or before the date below. This date includes consideration of material lead times associated with all materials listed on the Project Drawings.

Project Start Date / Mobilization Date: 10-12-2026

5. CHANGES TO THE WORK

When the Engineer establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee shall be:

30 percent overhead and profit on the net cost of our own Work;

15 percent on the gross cost of work done by any Subcontractor.

On work deleted from the Contract, our credit to the Owner shall be the Engineer approved net cost plus - of the overhead and profit percentage noted above.

6. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum # 1 Dated 04-01-2026

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

7. APPENDICES

The following documents are attached to and made a condition of the Bid:

- Michigan Qualification
- References
- General Bidder Information
- List of Exceptions to Contract Documents / Technical Specifications
- Written proof that Bidder is able to secure performance bond
- Written proof that Bidder is able to secure payment bond

8. BID FORM SIGNATURES

The Corporate Seal of
Newkirk Electric Associates, Inc.

.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Tom W. Anton
.....
(Authorized signing officer Tom W. Anton Title) President

(Seal)

Mary A. Carter
.....
(Authorized signing officer Mary A. Carter Title) Vice President

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

CLARIFICATIONS



1. We propose to relocate the conduit to the side of the circuit breaker foundation, so that there are no trip hazards in front of the circuit breaker cabinet.
2. We plan to complete the scope of work at the James Street Substation in October / November 2026, this is due to material / equipment lead times. This scope of work will take approximately (4) weeks to complete.
3. For any deducts / reductions in scope, the contract change amount for the scope will be calculated by Newkirk and will be approved by the owner / owner's engineer. This is refereing to the Bid Form, Line Item 5. Changes to the Work: "On work deleted from the Contract, our credit to the Owner shall be the Engineer approved net cost plus _____ of the overhead and profit percentage noted above."

SUBCONTRACTORS



SUBCONTRACTOR	SCOPE OF WORK
Emerald Transformer	Disposal / Removal of SF6 Circuit Breaker



**OFFICE OF THE GENERAL MANAGER
BOARD OF PUBLIC WORKS
HOLLAND, MICHIGAN**

To: BPW Board of Directors
Date: 2026-05-11
Subject: Budget Amendment for FY 2026 Electric Distribution Capital Budget

Utility Services Department

Introduction:

Expenditures for Replacement Underground Distribution Equipment and Distribution Meter Additions are projected to exceed budget approval for FY 2026. Electric Distribution is requesting a \$400,000 budget transfer from the New Underground Lines and Equipment to the Underground Equipment Replacement Projects and Meter Additions Capital Budget lines.

Recommendation:

Approve an Electric Distribution budget amendment to transfer \$350,000 from the New Underground Lines and Equipment budget to the Underground Equipment Replacement budget, and \$50,000 from the New Underground Lines and Equipment to Distribution Meter Additions in the FY 2026 Electric Distribution Capital Budget.

Description:

The FY 2026 approved budget for the Electric Distribution Overhead to Underground Conversions and Underground Equipment Replacement Projects budget line is \$2,300,000. Electric Distribution is completing more maintenance projects than planned because of lower new customer work for the line crew. We are also replacing more electric meters because of both growth (apartments) and failing meters, with an approved budget of \$350,000.

Staff is requesting a budget transfer of \$350,000 from New Underground Lines and Equipment to the Overhead to Underground Conversions and Underground Equipment Replacement Projects budget line, and a \$50,000 budget transfer from New Underground and Equipment to the Distribution Meter Additions.

In Summary:

- New Underground Lines and Equipment budget was \$2,000,000 and will be reduced to \$1,600,000
- OH to UG Conversions and UG Equipment Replacement Projects budget was \$2,300,000 and will be increased to \$2,650,000
- Distribution Meter Additions budget was \$350,000 and will be increased to \$400,000

Respectfully submitted,

David G. Koster
General Manager

Strategic Directive:

- 2. HBPW will follow fiscal policies that ensure the long-term stability of finances, cash reserves, rates, and workforce.**
- 4. HBPW will provide reliable utility services to the customers it serves.**

Report prepared by: Steve Bruinsma, Electric Distribution Superintendent



**OFFICE OF THE GENERAL MANAGER
BOARD OF PUBLIC WORKS
HOLLAND, MICHIGAN**

To: BPW Board of Directors
Date: 2026-05-11
Subject: Safety, Regulatory Compliance, and Legislative Update

Business Services Department

Introduction:

Study Session Topic to receive an update on Safety, Regulatory Compliance and Legislative Information

Recommendation:

Study Session Topic. For Information Only.

Description:

As part of the annual calendar topics, the HBPW Board of Directors will receive an annual update on safety and health programs, regulatory compliance, and legislative information from staff. The report, delivered via PowerPoint, highlights the key safety and health items in each part of our operation, key regulations, and potential impacts.

Respectfully submitted,

David G. Koster
General Manager

Strategic Directive:

- 3. HBPW will maintain compliance with and monitor regulatory issues affecting the utility, and where possible, directly participate in relevant legislative dialogue.**
- 6. HBPW will maintain a skilled workforce by being an employer of choice to both existing and future employees.**

Report prepared by: Jeffrey Koelsch, Safety Specialist & Madison Rudolph, Regulatory Compliance Specialist