Board of Directors Regular Meeting

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

April 6, 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
2026-03-09 Minutes
2026-03-23 Minutes

B. Reappointment to the Water System Advisory Council
Recommendation - Reappointment to the Water System Advisory Council

C. Metro Fibernet, LLC Pole Attachment Agreement
Recommendation - Metro Fibernet, LLC Pole Attachment Agreement
2026 04 06 Pole Attachment License Agreement (CLEAN CDPC)

D. Grant of Utility Easement - Liberty Court Association
Recommendation - Grant of Utility Easement - Liberty Court Association
2026-04-06 Liberty Court Grant of Easement-CITY ATTY APPROVED-20260313-

E. Grant of Utility Easement - Trillium Condominium Association
Recommendation - Grant of Utility Easement - Trillium Condominium Association
2026-04-06 Grant of Utility Easement - Trillium Condominiums

F. 2026 Sanitary Sewer and Manhole Condition Assessment Project
Recommendation - 2026 Sanitary Sewer and Manhole Condition Assessment Project
2026-04-06 Exhibit B - Plummer's Environmental Services Proposal
2026-04-06 RFP 2026 Sewer _ MH Condition Assessment
2026-04-06 Plummer's Environmental Services Contract

G. Electric Production Telehandler Purchase
Recommendation - Electric Production Telehandler Purchase
2026-04-06 MacAllister Quote
2026-04-06 Telehandler Capital Justification Form

H. Declaration of Surplus Material Spring
Recommendation - Declaration of Surplus Material Spring

2026-04-06 Information Technology Surplus
2026-04-06 Warehouse and Facilities Surplus

5. Major Projects Update

A. 2026-04-06 WTP Transfer Pump P4 Rebuild Project Closeout FINAL

B. 2026-04-06 WRF Electrical System Upgrades JD Project Closeout

6. Regular Agenda Items

A. Lincoln Lift Station Improvements Project
Recommendation - Lincoln Lift Station Improvements Project
2026-04-06 HRC Lincoln LS Proposal
2026-04-06 Lincoln LS Upgrade RFP-Addendum 1
2026-04-06 HRC Engineering Services Contract

B. Water Treatment Plant Low Service Backup Generator Procurement
Recommendation - Water Treatment Plant Low Service Backup Generator Procurement
2026-04-06 HRC Lincoln LS Proposal
2026-04-06 Lincoln LS Upgrade RFP-Addendum 1
2026-04-06 HRC Engineering Services Contract

C. 16th Street Water Main Lining and Capital Budget Amendment
Recommendation - 16th Street Water Main Lining and Capital Budget Amendment
2026-04-06 Advantage Reline PRIMUS Liner Proposal

D. Engineering Agreement with Black & Veatch
Recommendation - Engineering Agreement with Black & Veatch
2026-04-06 B&V Digester Assessment Agreement

7. Other Business, if needed

8. Communication from the General Manager

9. 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 auxiliaries, tales como personas que usan leguaje 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 auxiliaries 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: 2026.04.03 @ 625 Hastings Avenue

REGULAR MEETING

The HBPW Board of Directors met
March 9, 2026
at 4:00 p.m.
270 S River Ave. – City Council Chambers
Holland, Michigan

Chair Thompson called the meeting to order at 4:09 p.m.

Members Present:	PJ Thompson, Paul Lilly, Kyle Engbers, Brian Lynn, and City Council Liaison Scott Corbin
Members Absent:	Carolyn Maalouf, Dave Couch, Keith VanBeek
Staff Present:	Dave Koster, Janet Lemson, Jenessa Carter, Becky Lehman, Joel Davenport, Ted Siler, Brian Richey, Pieter Beyer, Julie DeCook, Bruce Carlstrom, Nate Grysen

26.157 **Approval of Agenda**

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

26.158 **Communications From the Audience**

None

26.159 **Board Minutes – Regular Meeting Minutes of February 9, 2026, and Special Meeting Minutes of February 23, 2026**

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

26.160 **Grant of Sewer Easement for 740 College Avenue - Resthaven Maple Woods Cottages**

Resthaven has agreed to grant a sanitary sewer easement. This easement allows Holland Board of Public Works (HBPW) to operate, maintain, repair, and replace the sanitary sewer located within the Resthaven Maple Woods Cottages.

The sewer is an existing facility that has long been shown in record drawings as being within a right-of-way intended for this purpose. However, no formal easement was ever recorded, and recent building renovations have now encroached into this area. This easement is being established to formally document the standard utility rights needed by HBPW to continue operating and maintaining the existing sanitary sewer

As part of the Consent Agenda, the Board of Directors approved an easement with Resthaven in the City of Holland for access to sanitary sewer for operations and maintenance, subject to approval as to form by the City Attorney.

26.161 **Grant of Water Easement for 50 E. 64th - Runway View**
Bill of Sale for 50 E. 64th - Runway View

Electric Steel LLC has provided an easement and bill of sale for a water main constructed at 50 E. 64th Street. The easement will allow HBPW to operate, maintain, and replace or repair as necessary, this water main within the Runway View Development.

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Staff estimates the contributed capital for the water main as $350,000.

As part of the Consent Agenda, the Board of Directors approved an easement and bill of sale with Electric Steel LLC in the City of Holland for the access to water main for operations and maintenance, subject to approval as to form by the City Attorney.

26.162 **Bill-of-Sale and Utility Easement at HOM Flats Apartments**

24 East Limited Dividend Housing Association Limited Partnership constructed the HOM Flats at the northeast corner of Waverly Road and 24th Street - 717 E. 24th Street. This development is complete with new water main and sewer main having passed acceptance testing and new customers being served by those utilities. The new public utilities consist of water mains from 24th Street through the apartment complex looped back to 24th Street, and sewer main from 24th Street to the apartment complex. The easement matches what was depicted on the approved construction plans.

Staff estimates the contributed capital as $800,000 for the water main and $240,000 for the sanitary sewers.

As part of the Consent Agenda, the Board of Directors accepted a bill-of-sale and easement for underground utilities with 24 East Limited Dividend Housing Association Limited Partnership for the sum of less than $1, pending approval as to form from the City Attorney.

26.163 **Holland City Fiber Owner's Engineer - Contract Amendment, CTC Technology**

CTC Technology & Energy supports the Holland City Fiber (HCF) project as the HBPW owner's engineer through contract tracking, invoice and change order review, and quality assurance activities. The passings construction contract (with ex2) extends to December 31, 2026. In order to allow CTC to continue their work on this project we need to adjust the CTC contract end date from December 31, 2025, to June 30, 2027.

Additional language is added to this amendment to include Change Order #1 details. This formalizes Change Order #1 to the contract. Change Order #1 was approved by the Board June 9, 2025.

There are no new costs associated with this contract change.

As part of the Consent Agenda, the Board of Directors approved an amendment to adjust the CTC Technology contract end date to June 30, 2027, pending approval as to form by the City Attorney.

26.164 Action on Consent items:

Motion to approve, accept, or adopt Consent Agenda items	*Engbers*
Second	*Lilly*
Favor	*4*
Oppose	*0*

26.165 **Major Project Update**

For information only

26.166 **Financial Update – January 2026**

For information only

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

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26.167 **Construction Services Contract for 2026 Water Main Replacement Project for 8th Street and Waverly Road**

This water distribution project includes replacement of approximately 3,100 feet of 12-inch cast iron water main on 8th Street from US-31 to Paw Paw Drive, and on Waverly Road from 8th Street to 13th Street. These mains were originally installed in the 1960s and 1970s and will be replaced with new ductile iron pipe.

The project also includes horizontally directionally drilled (HDD) replacement of approximately 1,900 feet of 6-inch cast iron water main installed in the 1960s on Paw Paw Drive from 8th Street to Hope Avenue. This main will be upsized and replaced with new 8-inch HDPE pipe. In addition, approximately 1,100 feet of critical 20-inch concrete transmission main dating back to the 1940s will be replaced on Waverly Road from 10th Street to 13th Street with ductile iron pipe. This transmission main is a key component of the system, and its replacement will improve long-term reliability.

A new 8-inch HDPE water main will also be installed via HDD parallel to the existing main on Waverly Road north of 8th Street extending to near the Engedi Church to improve system redundancy and operational flexibility. The area north of this new main is currently fed by a single non-looped main, and any break in that main would cause widespread water outages along Chicago Drive.

The City Transportation Department is also participating in the project with replacement of pavement and construction of bike lanes along the 8th Street corridor to Paw Paw Drive to continue recent improvements completed west of US-31.
Staff requested proposals from 21 construction contractors. Proposals were received from two contractors. Milbocker and Sons, Inc. submitted the lowest cost proposal that met the evaluation criteria. The proposals received are shown in the table below:

Contractor	Proposal Fee
Milbocker and Sons, Inc.	$4,766,128.95
Wyoming Excavators, Inc.	$5,307,763.40

As previously noted, the City Transportation Department plans to widen 8th Street and construct bike lanes as part of this corridor improvement. As a result, approximately 15% of construction costs will be the City's responsibility. This is pending the final quantities delivered for the project. The recommended HBPW construction work remains within the overall approved FY 2026 project budget of $5M. While the project spans FY 2026 and FY 2027, the majority of construction expenditures are anticipated to occur in FY 2027.

Recommendation: The Board of Directors approved a construction contract with Milbocker and Sons, Inc. in the amount of $4,766,128.95, with a 10% contingency of $476,612.90, for a total authorized amount of $5,242,741.85, pending approval as to form by the City Attorney.

Motion to approve recommendation	*Engbers*
Second	*Lynn*
Favor	*4*
Oppose	*0*

26.168 **FY26 Capital Budget Amendment and Contract for Transmission Main Inspection Pipe Modifications**

HBPW has contracted with HDR Inc for the inspection of approximately 13 miles of critical water transmission mains made of prestressed concrete cylinder pipe. During an initial phase of the inspection work, a site investigation was performed to identify any pipe features that could

obstruct the inspection tool, and to identify the locations and work required for the extraction of the inspection tool.

During the investigation, HDR identified a location where an abandoned flow meter was left in the transmission main near the intersection of 168th Avenue and Perry Street. This flow meter must be removed prior to inspection. The flow meter is housed in a vault; and the work involves removing the cover of the vault, removing the pipe and flow meter, and replacing the pipe with new ductile iron pipe.

Two locations were identified for extraction of the inspection tool:

- The extraction point for the southern main will be at the terminal end of the transmission main at 32nd Street and Lugers Road where the tool can be captured in smaller diameter pipes, and the retrieval can be accomplished by HBPW crews.

- The best location for the northern main was found to be near the intersection of Howard Avenue and River Avenue in the concrete transmission main. Staff had originally planned on the tool traveling further along the transmission main and extracting it at its terminus in Pine Avenue; however, it was determined that the aerial crossing of the main over the Macatawa River posed too great of a risk for the tool to become stuck. Creating the extraction point at Howard Avenue requires excavation of the pipe and installation of a specialized tapping tee on the concrete main. The tapping tee is designed to tap directly into the concrete main, and a sub-contractor that specializes in this work (Rangeline Group) will be performing this work.

Proposals were solicited from contractors that have previously performed transmission main work for HBPW. Milbocker & Sons was the only contractor able to perform the work in the timeline needed for the first phase of the inspection to proceed this spring. Milbocker's proposal for removal of the flow meter is $108,000; and the cost of creating the extraction point is $197,000, for a total of $305,000. The proposal does include allowances for groundwater dewatering that may not be needed depending on conditions at the time of construction.

Staff have also contracted with engineering firm Spalding DeDecker for an amount not to exceed $29,000 for the design and inspection of the pipe modifications. Including this cost as well as an approximately 5% contingency of $16,000 for the construction services yields a total cost of $350,000. Some savings may be realized for construction and engineering if site conditions end up being favorable.

Since this work was not part of the original inspection plan and FY 2026 budget, an FY 2026 capital budget amendment in the amount of $350,000 is needed for the approval of the construction services agreement.

Recommendation: The Board of Directors approved a FY 2026 water capital budget amendment in the amount of $350,000 and further approved a construction services agreement with Milbocker & Sons in the amount of $305,000 with a contingency of $16,000 for a total of $321,000, pending approval as to form from the City Attorney.

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

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

26.169 **FY 2027 Budget and Rate Recommendations**

The budget for FY 2027 has been prepared by staff and reviewed in detail by the HBPW Board Budget Committee.

The FY 2027 budget includes proposed rate adjustments where applicable. During the process of developing the budget, the operating and capital needs of the utilities were evaluated and a financial plan established to meet those specific needs.

The proposed FY 2027 consolidated expense budget totals $153,705,638, representing a 12.8% increase from the prior year. The primary driver of this increase is Fuel and Purchased Power, which accounts for approximately 65% of the total increase, largely due to industrial sales growth and energy market price fluctuations.

The major expense categories and their respective shares of the consolidated expense budget are:

- 39.8% Fuel and Purchased Power
- 19.1% Wages & Benefits
- 14.1% Depreciation
- 19.7% Other Expenses
- 6.4% Contribution to the City
- 0.9% Interest on Bonds

Each utility continues to operate as a self-supporting enterprise fund, with revenues designed to recover the cost of providing service while maintaining appropriate reserves and supporting ongoing capital investment.

Electric Utility
The Electric Utility remains the largest component of HBPW operations, representing approximately 79% of the total operating budget.

Revenue projections are based on updated demand forecasts and expected wholesale market conditions. While operating income is projected to decline due to an increase in operating expenses (largely Purchased Power), overall cash flow remains strong; and apart from minor adjustments to the street lighting and market-based tariffs for large industrial customers, no rate adjustment is proposed for FY 2027.

As noted, key expense drivers include fuel and purchased power costs associated with forecasted sales growth as well as long-term maintenance agreements and scheduled maintenance activities.

The FY 2027 capital plan for Electric totals $16.6 million, including $3.2 million for gearbox replacements and $5.3 million for ongoing underground and overhead distribution system improvements. All capital projects will be funded internally, and no new debt issuances are planned.

Broadband
The Holland City Fiber project continues to expand access to high-speed fiber internet throughout the community. FY 2027 Broadband revenues are expected to increase as additional customers are connected to the fiber network and adoption continues to grow. Growth in Fiber Internet monthly services is expected to gradually replace legacy services such as Active Ethernet and Dark Fiber leases as the network transitions to the citywide residential service model. Both revenue sources are projected to decrease by approximately 3%.

Key drivers for an increase in operating expenses include continued system expansion, increased maintenance and operational requirements, and the addition of one Fiber Optic Field Technician.

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The FY 2027 capital plan for Broadband totals $1.9 million, with $1.6 million comprised of Holland City Fiber customer drops. No new debt issuances are planned, and no rate adjustment is proposed for FY 2027.

Water
The FY 2027 Water budget continues to focus on maintaining safe, reliable service while continuing investments in infrastructure, conservation, and long-term sustainability. Water utility revenues are expected to increase over the prior year with planned adjustments designed to stabilize finances and support infrastructure needs. As with prior adjustments, the modifications to the rate structure are focused heavily to address irrigation demands.

Key drivers for an increase in operating expenses reflect continued costs for water treatment chemicals, production, and distribution system operations.

The FY 2027 capital plan for Water totals $11.7 million, with $3.3 million for Water Production and $8.4 million for Water Distribution. Water Production project highlights include the Chemical Storage Facilities for $1.0 million and third floor renovations at the Water Treatment Plant for $800 thousand. Water Distribution project highlights include watermain replacements (Waverly, 8th, and Holland Heights) for $4.5 million, watermain replacements (40th Street) for $1.2 million and watermain replacements (Maplewood, 29th at Plasman) for $1.0 million. No new debt issuances are planned.

Wastewater
The FY 2027 Wastewater budget continues to prioritize innovation within the physical constraints of our downtown location. Wastewater Utility revenues include a 3% rate adjustment to ensure long-term system sustainability (4.2% Readiness-to-Serve and 2.0% Commodity). This results in a slight increase in overall revenues year-over-year, despite some downward pressure on volume due to a resolution of a customer metering issue.

Key drivers for increases in operating expenses include ongoing treatment operations, chemical usage, and collection system maintenance. Wastewater continues to experience expense savings due to reduced biosolids costs resulting from the performance of the anaerobic digester.

The FY 2027 capital plan for Wastewater totals $11.5 million, with $6.2 million for Water Reclamation (WRF) and $5.3 million for Collection System. Water Reclamation project highlights include the UV Disinfection and Disinfection Improvements for $5.0 million. Collection System capital project highlights include Sewer Main Replacement (LG Funded) for $2.2 million, Sewer System Rehabilitation for $900 thousand, and Lift Station Rehabilitation (Lincoln) for $700 thousand. No new debt issuances are planned.

Summary of Operating and Capital Budgets ($000)

	Operating Revenue	Operating Expense	Operating Income	Capital
Electric	$ 124,411	$ 112,109	$ 12,302	$ 16,615
Broadband	4,743	4,137	606	1,923
Water	19,071	12,091	6,980	11,689
Wastewater	14,489	14,416	73	11,441
Administration				1,081

The contribution to the City is proposed at $9,808,504, an 8% increase over FY 2026. This amount is calculated at 6.25% of the average of the prior three calendar years retail electric revenues, plus 50% of the prior year electric wholesale net marginal income. While the formula remains unchanged, higher prior-year wholesale revenues are the primary driver of the year-over-year increase.

Detailed FY 2027 operating and capital budget documents are attached.

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

Recommendation: The Board of Directors approved the FY 2027 budget and associated rate adjustments and forwarded to the City Council for inclusion in their resolution approving the budget for FY 2027.

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

26.170 **General Manager Comments**

- Our next meeting has changed to a Special Meeting. The date is March 23. We will meet once again at our 49 West Third Street location in the east conference room.
- April 6, our next Regular Meeting. The GM will be gone. Ted Siler will preside

26.171 **Board Comments**

- Lilly asked of our GM his thoughts regarding the big power consumer developments. Round table discussion, 7 companies who are involved with large data center operations.

ADJOURNMENT

A motion to adjourn the meeting of *March 9, 2026,* was made by *Lilly* supported by *Engbers* and agreed upon by the Board of Directors present.

The Board Meeting of March 9, 2026, adjourned at *5:36 p.m.*

Minutes respectfully submitted by,

Janet Lemson, Secretary to the Board

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SPECIAL MEETING

The HBPW Board of Directors met
March 23, 2026
at 4:00 p.m.
49 W Third St.- East Conference Room
Holland, Michigan

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

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

Members Absent: Brian Lynn, Dave Couch

Staff Present: Dave Koster, Janet Lemson, Becky Lehman, Ted Siler, Jenessa Carter, Joel Davenport, Steve Bruinsma, Alex Craigmile, Joe Sikma, Grant Koster, Julie DeCook, Fred Heiser, Andrew Reynolds, Amy Yost, Tracy York, Vince Duckworth, City Attorney

26.172 **Approval of Agenda**

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

26.173 **Communications From the Audience**

None

SPECIAL ACTION ITEMS

26.174 **Unit 9 Main Isolation Gas Valve Replacement**

Unit 9 is one of three simple cycle gas turbines located at the 48th Street Generating Station. The main isolation valve on the 8-inch gas pipeline supplying fuel to the unit is located near the main entrance gate at the site and is currently inoperative/broken in the open position. Failure of the valve creates challenges operationally and for maintenance on Unit 9 and its gas supply system. This is because the monitor and working control valves must be used for isolation in absence of the main isolation valve, which is not the best practice for high pressure gas lines.

The existing valve is 28 years old and is located 5 feet underground. Staff began experiencing issues with the valve's operation in 2024 and had planned for its replacement in FY27 as part of the five-year capital improvement plan. The valve has since failed, and staff is now looking to expedite the work and get it replaced ahead of the upcoming summer season. Moving this work into FY26 requires a capital budget amendment.

Holland BPW requested bids for turnkey replacement services from three contractors, Miller Pipeline, R.L. Morris, and FCX Performance. Responses are summarized in the table below:

Bidder Name	Business Location	Quote EST Amount	Meets Specifications	Previous Contracts
Miller Pipeline	Wyoming - MI	$138,441.64	Yes	Yes
R.L. Morris	Kalkaska - MI	$183,500.00	Yes	Yes
FCX Performance	Carleton - MI	Declined	Yes	Yes

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

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Staff recommends awarding the work to Miller Pipeline based on review of the quotes received. Other expenses included in the requested budget are for third party support services, rental equipment, and purging of the gas pipeline as necessary to perform the work.

Recommendation: The Board of Directors approved a contract with Miller Pipeline in the amount of $138,441.64 with a 10% contingency of $14,000.00 for a total of $152,441.64. Also approve a budget amendment to the FY26 Electric Production capital budget in the amount of $165,000.00

Motion to approve recommendation	*Maalouf*
Second	*Engbers*
Favor	*4*
Oppose	*0*

26.175 **Contract Amendment with Southwest Electric**

Holland BPW entered into a contract with Southwest Electric to repair the Greenly Substation ABB transformers in September 2025. Southwest Electric was able to diagnose and make timely repairs to both units.

Over this winter, industrial substation transformers T1 and T2 have developed oil leaks between the load tap changer (LTC) tank and the main transformer tank causing the oil to migrate from the main tank into the LTC. The challenge to maintain proper oil levels in these units is time consuming and costly.

HBPW staff solicited proposals from Southwest Electric and the OEM for the repair of these units, and Southwest is the lowest responsible bidder for this work. A contract amendment will make additional approved funds available to complete the work this spring before higher summer loads make it more difficult. As a maintenance item, this project would be part of the FY 2026 Electric Distribution expense budget.

Recommendation: The Board of Directors approved a contract amendment with Southwest Electric, in the amount of $191,800 with a 10% contingency of $19,000, for a total of $210,800. The new total approved contract amount will be $356,060.

Motion to approve recommendation	*Lilly*
Second	*Maalouf*
Favor	*4*
Oppose	*0*

STUDY ITEM

26.176 **Local Generation Market Evaluation Update**

PA 295, as recently amended by PA 235, requires electric providers to comply with new renewable energy standard requirements, which will mean substantial investment in new resources. Local resources would help meet these requirements and also provide benefits relative to avoidance of transmission expenses. Initial estimates performed, as part of an Integrated Resource Plan (IRP), implied that these resources may be economically viable today; but actual bids need to be sought to confirm and potentially implement.

A tactical action was created this fiscal year to investigate the economics by preparing and issuing a Request for Proposal(s) for the installation of utility owned solar generation and battery storage.

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HBPW staff reached out to several firms to assist with the development of an RFP. nFront was selected to complete the RFP, and work has been ongoing since entering into a contract in August 2025. The RFP was issued in January 2026, and we received proposals on March 6, 2026.

As a part of the Study Agenda, staff will give a presentation on the current status of the RFP results. This includes work performed to date, current status, and the expected process moving forward.

Recommendation: Study item. No Board action required.

26.177 **Closed Door Session – Legal Opinions (2)**

Motion to enter Closed Session @ 4:56 p.m.		*<Name>*
Made by	Lilly	*<Name>*
Second:	Maalouf	
Favor	4	
Oppose	0	
ROLL CALL: Thompson, Maalouf, Engbers, Lilly		
Motion to re-enter Open Session @ 6:22 p.m.		*<Name>*
Made by	Lilly	*<Name>*
Second	Maalouf	
Favor	4	*<#>*
Oppose	0	*<#>*

26.178 **Low Income Energy Assistance Fund (LIEAF) Participation for Program Year 2026/2027**

Recommendation: The Board approved HBPW staff to notify the MPSC that HBPW will be opting out of the state run LIEAF program and will administer its own program for program year 2026/2027 in accordance with PA 169 of 2024.

Motion to approve recommendation	*Lilly*
Second	*Maalouf*
Favor	*4*
Oppose	*0*

26.179 **General Manager Comments**

- Our next meeting, a Regular BOD meeting is April 6. Our GM will be out of state, so Utility Services Director Siler will lead the meeting on behalf of staff.

26.181 **Board Comments**

- VanBeek thanked Julie DeCook for her information and research he was able to share that the HBPW's electric rates are among the lowest of any utility in Michigan! He plans to share this information further every opportunity he has.

ADJOURNMENT

A motion to adjourn the meeting of *March 23, 2026,* was made by *Maalouf* supported by *Lilly* and agreed upon by the Board of Directors present.

The Board Meeting of March 23, 2026, adjourned at *6:26 p.m.*

Minutes respectfully submitted by,

Janet Lemson, Secretary to the Board

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

2026.03.23

DRAFT

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **Reappointment to the Water System Advisory Council**

Operations Department

Introduction:

HBPW Board member Paul Lilly has recently reached the end of his term on the Water System Advisory Council (WSAC). This recommendation is to recommend City Council reappoint Paul to a new term on the WSAC.

Recommendation:

Request that Council reappoint Paul Lilly to a new five-year term on the Water System Advisory Council with an expiration date of December 31, 2030.

Description:

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.

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.

Report prepared by: *Joel Davenport, Operations Director*

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **Metro Fibernet, LLC Pole Attachment Agreement**

Utility Services Department

Introduction:

Metro Fibernet, LLC is requesting an agreement to govern pole attachments with HBPW. This agreement will allow them to attach their facilities to our poles.

Recommendation:

Approve a Pole Attachment License Agreement with Metro Fibernet, LLC, pending approval as to form by the City Attorney.

Description:

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.

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.

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:
2026-04-06 Pole Attachment License Agreement Metro Fibernet

Report prepared by: *Steve Bruinsma, Electric Distribution Superintendent*

Holland Board of Public Works

Pole Attachment License Agreement

Between

City of Holland

And

Metro Fibernet, LLC

Dated:_____

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PREAMBLE

City of Holland, by and through its Board of Public Works, a Michigan municipal corporation of Ottawa and Allegan Counties, Michigan, which has offices located at 625 Hastings Avenue, Holland, MI 49423 (hereinafter called "Electric Utility"), and Metro Fibernet, LLC, a Nevada limited liability company, which has offices located at 3701 Communications Way, Evansville, IN 47715 (hereinafter called the "Licensee"), desiring to enter into this Pole Attachment License Agreement ("Agreement") for the use of Electric Utility's poles, erected or to be erected within the areas in which both parties render service in the State of Michigan, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the promises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective _____ ("Effective Date").

WITNESSETH

WHEREAS, Electric Utility and the Licensee desire to begin or continue to jointly use wood or other types of poles and in the future to further jointly use the poles of the Electric Utility when and where joint use shall be advantageous; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

Article 1. SCOPE OF AGREEMENT

1.01 This Agreement shall be in effect in the area in which both of the Parties render service in the State of Michigan, and shall cover all poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

1.02 Electric Utility reserves the right for good cause to exclude from use any of its facilities for objective, nondiscriminatory reasons of safety, reliability, and generally applicable engineering standards.

Article 2. DEFINITION OF TERMS

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present

tense include the future and past tense, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.01 **Affiliate:** when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.

2.02 **Antenna:** means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

2.03 **Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), and the regulations of the Occupational Safety and Health Administration ("OSHA"), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of Utility or other federal, state or local authority with jurisdiction over Electric Utility Facilities.

2.04 **Attaching Entity:** means any public or private entity, including Licensee, that pursuant to a license agreement with Electric Utility, places an attachment on Electric Utility's Pole to provide communication services.

2.05 **Attachment(s):** means Licensee's Communication Facilities that are placed directly on Electric Utility's Poles, and/or are Overlashed onto an existing Attachment, but does not include either a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such Pole.

2.06 **Capacity:** means the ability of a Pole segment to accommodate an additional Attachment based on Applicable Standards, including Space and loading considerations.

2.07 **Climbing Space:** means that portion of a Pole's surface and surrounding space that is free from encumbrances to enable Electric Utility employees and contractors to safely climb, access, and work on Electric Utility Facilities and equipment.

2.08 **Colocate:** means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. "Collocation" has a corresponding meaning. Colocate does not include make-ready work or the installation of a new utility pole or new wireless support structure.

2.09 **Communications Facilities:** means wireline, including but not limited to fiber optic, copper and/or coaxial cables along with related appurtenances, utilized to provide lawful communication services. This includes only those Wireless Facilities that are Small Cell Wireless Facilities in accordance with the Small Wireless Communications Facilities Deployment Act ("Act"), but does not include any other Wireless Facility or wireless mechanisms, except as otherwise provided in the Act.

2.10 **Communication Space:** means the space on joint-use poles where Licensee facilities are separated from the Supply Space by the Communication Worker Safety Zone.

2.11 **Cost in Place:** means the cost of the bare pole, labor to install the pole and associated overheads, including engineering.

2.12 **Electric Supply Space:** means the space on a Pole where any component of an overhead electric line system is supported and separated from the communication space by the communication worker safety zone as set forth in the NESC.

2.13 **Existing Attachments:** means Licensee's Attachments made prior to the Effective Date and authorized by Electric Utility.

2.14 **Initial Safety Inspection**: means a safety inspection of Electric Utility poles to identify and remediate non-conforming Attachments (e.g. NESC violations) and other safety conditions on Electric Utility poles, performed after the Effective Date as explained in ARTICLE 10 herein.

2.15 **Joint Use:** means a Pole owned by the Electric Utility that has both Electric Utility Facilities and Licensee's Communications Facilities on the pole.

2.16 **Joint Pole:** means a Pole owned by the Electric Utility that has both Electric Utility Facilities and Licensee's Communications Facilities on the pole.

2.17 **kV**: means Kilovolt.

2.18 **Light Pole**: means a pole made of wood, aluminum, steel or other material for the express purpose of supporting a light fixture of any type owned by Electric Utility.

2.19 **Make-Ready Work:** means all work, as that Electric Utility reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, Pre-Construction Survey, rearrangement and/or transfer of Electric Utility Facilities or existing attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction, but does not include Licensee's routine maintenance

or the correction of pre-existing violations caused by Electric Utility or other Attaching Entities.

2.20 **Micro Wireless Facility:** means a small cell wireless facility that is not more than 24 inches in length, 15 inches in width, and 12 inches in height and that does not have an exterior antenna more than 11 inches in length.

2.21 **NESC:** means the latest version of National Electrical Safety Code adopted by the State of Michigan.

2.22 **NJUNS:** means the National Joint Utilities Notification System (NJUNS), a cloud based database allowing for electric communication and record keeping pertaining to attachments.

2.23 **Occupancy:** means the use or specific reservation of space for Attachments on the same Electric Utility Pole.

2.24 **Outside Party:** any person or entity which is not a party to this Agreement and which has a right to use the pole of the Electric Utility.

2.25 **Overlash:** means to place an additional wire or cable Communications Facility onto an existing Attachment owned by Licensee or Electric Utility attached Communication Facility.

2.26 **Pedestals/Vaults/Enclosures:** means above- or below-ground housings that are not attached to Electric Utility Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices and/or to provide a service connection point and that shall not be attached to Electric Utility Poles.

2.27 **Permit:** means written or electronic authorization from Electric Utility for Licensee to make or maintain Attachments to specific Electric Utility Poles pursuant to the requirements of this Agreement.

2.28 **Permit Application:** Means the form found in Appendix D.

2.29 **Pole:** means a wood pole or a metal pole that has accommodations for aerial conductors that is owned or controlled by Electric Utility that is used for the distribution of electricity, wood poles used for street lighting, or communications service that is capable of supporting Attachments for Communications Facilities. A pole does not include wire, fiber, or any similar thing used to conduct information or electricity between the pole structure or decorative street lighting poles. Decorative street lighting poles means poles, other than wood poles, used for street lighting, but not electric delivery service.

2.30 **Post-Construction Inspection:** means the inspection required by Electric Utility within a reasonable time after completion of Licensee's installation to determine and verify

that the Attachments have been made in accordance with Applicable Standards and the Permit. If deficiencies are identified, Licensee shall have a 30-day opportunity to cure (or such longer reasonable period if a 30 day cure period is not possible) before any enforcement action.

2.31 **Pre-Construction Survey**: means all work or operations required by Applicable Standards and/or Electric Utility to determine the potential Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing. The Pre-Construction Survey shall be coordinated with Electric Utility and include Licensee's professional engineer.

2.32 **Rearrangement:** the moving of Attachments or other Attaching Entity or Electric Utility facilities from one position to another on a pole.

2.33 **Riser:** means metallic or plastic encasement materials placed vertically on the Pole to guide and protect communications wires and cables. Licensee shall not install any new Risers on Electric Utility Poles upon which there are Electric Conductors that exceed 60kV.

2.34 **Service Drop:** means a wire used to connect to a customer's location. A Service Drop may run directly from a pole used to service many customers to a specific customer's location, without the use of any other poles, or a Service Drop may itself be supported by more than one pole to carry the Service Drop to the customer's location.

2.35 **Simple Transfer:** means the transfer, relocation, or alteration of any Attachment or Overlash on an existing Pole or onto a new Pole that does not require cutting and splicing of the Communications Facilities subject to such transfer, relocation, or alteration.

2.36 **Small Cell Wireless Facility:** means a wireless facility that meets both of the following requirements:

2.36.1 Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than 6 cubic feet; and

2.36.2 All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

2.37 **Space:** means the linear portion of a Pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Article and the specifications mentioned in Article 3 which in certain instances permit the making of certain Attachments by one party in the space reserved for the other party).

2.38 **Tag:** means to place distinct markers on wires and cables, coded by color or other means specified by Electric Utility and/or applicable federal, state or local regulations, that will readily identify the type of Attachment (e.g., cable TV, telephone, high- speed broadband data, public safety, Small Cell Wireless Facility) and its owner.

2.39 **Transfer:** means the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.

2.40 **Utility Facilities:** means all personal property and real property owned or controlled by Electric Utility, including Poles and related facilities.

2.41 **Wireless Facility:** means equipment at a fixed location that enables the provision of wireless services between user equipment and a communications network, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes a Small Cell Wireless Facility. Wireless facility does not include any of the following:

2.41.1 The structure or improvements on, under, or within which the equipment is collocated;

2.41.2 A wireline backhaul facility;

2.41.3 Coaxial or fiber-optic cable between utility poles or wireless support structures or that otherwise is not immediately adjacent to or directly associated with a particular antenna.

Article 3. SPECIFICATIONS

3.01 Except as otherwise provided in Article 9, referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with all applicable:

3.01.1 accepted published modern methods;

3.01.2 requirements of the National Electrical Safety Code and subsequent revisions thereof ("NESC");

3.01.3 lawful requirements of public authorities; and

3.01.4 the requirements of Appendix B.

3.02 It is understood by both parties that the requirements of the NESC are minimum requirements and that reasonable, additional requirements for height and strength may be required for good practice for the given local conditions. Any additional requirements beyond the NESC must be reasonable, non-discriminatory, and based on documented engineering standards or specific local conditions.

3.03 Existing Attachments on Poles supporting electrical conductors operating above 60kV will be allowed to remain attached to those Poles. Following the Effective Date of this agreement, no new Permit Applications will be approved for new Attachments on Poles supporting electrical conductors operating above 60kV.

3.04 Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles, which acceptance shall not be unreasonably withheld.

3.05 Electric Supply Space. Except as expressly permitted under this Agreement and as otherwise required by law, only Electric Utility Facilities or other electrical distribution facilities are permitted in the Electric Supply Space.

3.06 The Electric Utility and the Licensee shall coordinate all transfers, pole location eliminations, changes, violations and other routine operational work through the NJUNS database or a successor that is mutually agreed to in writing.

3.07 Attachment and Cable Clearances: Licensee's Attachments on Electric Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum 40” separation specified in the National Electrical Safety Code ("NESC") Table 235-5(1a), except to the extent the NESC provides for a lesser separation, or in drawings and specifications Electric Utility may from time to time furnish Licensee, as may be agreed to by the parties in accordance with Sections 3.02 and 3.04.

3.08 Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Electric Utility's service drops and communications Service Drops shall be twelve (12) inches, per NESC 235Clb (exception 3). (see Appendix B).

3.09 Other Drop Clearances: All other drop clearances at the mid-span must conform to NESC table 235-6 (or its successor, subject to NESC existing installation rules).

3.09.1 Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E 1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

3.09.2 NESC table 235-6 requires:

(i) 30" from neutral (May be 12" when exception #16 is adequate)
(ii) 30" from supply lines carrying 0 to 8.7 kV (secondary)
(iii) 30" plus 0.4" per kV in excess of 8.7 (primary)

3.10 Vertical Risers: All risers, including those providing 120/240 volt power for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in U-guard. A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.

3.11 Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Electric Utility pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.

3.12 Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Electric Utility facilities, or the distance specified by Electric Utility, whichever is greater. Where such placement is impracticable due to site-specific constraints, the Licensee may request a variance, which shall not be unreasonably denied, provided that the minimum deviation necessary is requested and safety and operational integrity is maintained.

3.13 Anchors and Guys

3.13.1 Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Electric Utility's poles by Licensee's Attachments. Anchors must be guyed adequately.

3.13.2 Anchors and guy wires must be installed on each Electric Utility Pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. No proposed anchor can be within three (3) feet of an existing anchor.

3.13.3 Licensee may not attach guy wires to the anchors of Electric Utility or third-party

user without the anchor owner's specific prior written consent.

3.13.4 No Attachment may be installed on an Electric Utility pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Electric Utility poles until all required guys and anchors are installed.

3.13.5 Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Electric Utility's pole, in accordance to NESC rule 092C3a. If there is no vertical ground present at the pole, Licensee shall notify Electric Utility and a ground will be added to pole at Electric Utility's expense for attaching party to bond to. Electric Utility will determine if guys should be grounded or insulated.

3.14 Certification of Licensee's Design

3.14.1 Licensee's Attachment Permit Application must be signed by an engineer certifying that Licensee's aerial cable design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements. Licensee will pay Electric Utility for actual, reasonable and documented costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements. Electric Utility shall provide a detailed invoice and supporting documentation upon request.

3.14.2 This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Electric Utility's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

3.15 Miscellaneous Requirements

3.15.1 Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Electric Utility.

3.15.2 Cable Bonding: Licensee's messenger cable shall be bonded according to NESC rule 092C1 as a minimum, or at every pole with a vertical ground, as determined by Electric Utility. If no ground exists on a pole to be bonded, Licensee shall notify Electric Utility and a ground will be added to pole at Electric Utility's expense for attaching party to bond to.

3.15.3 Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.

3.15.4 Communication Cables: All communications cables/wires not owned by Electric Utility shall be attached within the communications space that is located below the Communication Worker Safety Zone

3.16 Licensee shall Tag all of its Communications Facilities as specified by applicable federal, state and local regulations upon installation of such Facilities, prior authorized Attachments of Licensee shall be tagged within two years of the execution of this Agreement, Licensee shall also tag any untagged Communications Facilities that were on Electric Utility Poles on the Effective Date of this Agreement. Failure to provide proper tagging will be considered a violation of the Applicable Standards.

3.16.1 Tags shall be on at least every other pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Electric Utility within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number.

Article 4. ESTABLISHING ATTACHMENT TO POLES

4.01 Before Licensee shall make use of Electric Utility's Poles under this Agreement, it shall comply with the requirements set forth herein. Permit Application shall be sent by email, or other electronic notification system as designated by the Electric Utility.

4.02 Necessary Authorizations. Before Licensee occupies any of Electric Utility's Poles, Licensee shall be responsible for obtaining from the appropriate public and/or private authority or from any property owner or other appropriate persons, any required authorization to construct, operate and/or maintain its Communications Facilities on public and/or private property before it occupies any portion of Electric Utility's Poles. Electric Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and to pay for easements and all costs associated with necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify and reimburse Electric Utility for all losses, costs and expenses, including reasonable attorney's fees, that Electric Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on Electric Utility's Poles or to provide particular services.

4.03 **Request to Attach Procedure**: At such time as a Licensee intends to make additional attachments to a Pole the Licensee shall submit a completed Permit Application. The Electric Utility

will review the Permit Application for completeness. Incomplete Permit Applications will be returned, via writing or electronic communication, to the Licensee for correction and re-submission. Upon receipt of a complete Permit Application, the Electric Utility may conduct a Pre-Construction Survey to evaluate the requested Attachment and make a determination as to whether Make Ready Work is required. The Electric Utility will submit a Make Ready Work cost estimate to the Licensee. If the Licensee agrees to the Make-Ready Work and associated costs, the Make-Ready Work shall be performed by the Electric Utility or Electric Utility's contractor. Once the Make-Ready Work is completed the Electric Utility will notify the Licensee at which time the Licensee may attach. Following the Attachment, the Licensee shall notify the Electric Utility and the Electric Utility may conduct a Post-Construction Inspection. Any deficiencies found during Post-Construction Inspection with the Attachment shall be corrected by the Licensee within ten (10) days of receipt of written notification, unless safety concerns require immediate action. If the corrections cannot reasonably be competed within the ten (10) day period, Licensee may request an extension in writing and must include reasons for the delay and a proposed new completion timeline. Public Utility shall not unreasonably withhold, condition, or delay approval of such extension.

4.03.1 The preceding process shall be followed for all Attachments excluding the following:

(i) The placement of Non-Guyed Service Drops from Poles which already has a Licensee Attachment;
(ii) Flying Service Drops that do not substantially alter or unbalance Pole loads;
(iii) The placement of dead-end or riser poles;
(iv) Making safety corrections.

4.04 Request to Modify Attachment Procedure. Whenever the Licensee desires to modify its existing Attachments or place one or more additional Attachments on a Joint Pole, the Licensee shall submit a completed written application therefor on the form attached hereto as Appendix D and identified as PERMIT APPLICATION or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on PERMIT APPLICATION. Unless Electric Utility rejects the completed form within thirty (30) days from the date of receipt, the Licensee may proceed with making such Attachments or changes as are identified in the form in accordance with the terms of the application and this Agreement.

4.04.1 **Exceptions:** A Permit Application is not required when

(i) The placement of Non-guyed Service Drops;
(ii) The placement of dead-end or riser poles;
(iii) The vertical use of the unused space on a pole as provided in 4.06;
(iv) Rearrangements;
(v) Transfers required by Electric Utility and
(vi) Re-Lashing existing Overlashings.

If Electric Utility rejects the application in whole or in part, Electric Utility will specify the reason(s). The application shall be rejected only for good cause, as per Section 1.02. If Electric Utility determines that any such Attachments do not comply with the terms of this Agreement (including the provisions of Article 3), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensee shall be responsible for the actual, reasonable and documented cost directly attributable to its non-compliant work including any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall not be responsible for correcting pre-existing violations or conditions caused by Electric Utility or other Attaching Entities.

4.05 Any Non-guyed Service Drop that is placed by Licensee on Electric Utility's pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement.

4.06 Either party, without following the REQUEST TO ATTACH or REQUEST TO MODIFY ATTACHMENT procedure, may utilize vertical unused space below its defined space in Article 2 for terminals, risers or other vertical Attachments if the existing Joint Use of such Pole is authorized, such use does not interfere with the other party's operations, and such use complies with the terms of this Agreement (including the provisions of Article 3). The Licensee shall not utilize any unused vertical space below its defined space on Poles that have electric conductors operating in excess of 60kV. Existing Terminals, Risers and other vertical attachments in existence at the Effective Date of this document will be permitted to remain but if removed, shall not be reinstalled.

4.07 Each party shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all unbalanced loads caused by its Attachments. On existing poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

4.08 The cost of establishing the joint use of existing poles as provided herein, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article 12.

4.09 Joint use of a Pole shall automatically be continued under the terms of this Agreement if either of the following circumstances applies:

4.09.1 The Pole was a Joint Pole under a Previous Agreement as of the Effective Date.

4.09.2 Both parties had Attachments on the Pole - the Pole was actually in joint use – as of the Effective Date.

4.10 Both before and after any termination of the right to place Attachments on additional poles, the Licensee shall have the right to Transfer its Attachments from an existing pole to a new pole installed as part of a road widening project and to continue joint use on such pole.

4.11 If the Licensee is in material breach of this Agreement, Electric Utility may terminate the Licensee's rights after providing written notice specifying the breach and allowing Licensee thirty (30) days to cure. A material breach includes, without limitation, the failure of Licensee to communicate or timely respond when communication or response is required by this Agreement.

4.12 To facilitate the implementation of this Agreement, each party will share with the other party information about its future pole line projects, as appropriate, to facilitate the other party's planning and budgeting.

4.13 To facilitate any preparation of PERMIT APPLICATION, the parties' representatives will, as reasonably necessary and appropriate and if requested by a party, discuss with one another the matters that are the subject of PERMIT APPLICATION.

4.14 Treatment of Multiple Requests for Same Pole. If the Electric Utility receives completed Permit Applications for the same Pole from two or more prospective Licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, Electric Utility will allocate among such Licensees the applicable costs associated with such modification or replacement. Such allocation applies only to those Attachments involving cable/wire and not Risers and/or other equipment.

Article 5. PLACEMENT OF NEW POLES

5.01 Whenever either party hereto requires new pole facilities for any reason, including an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it may promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, suitable for Joint Use. Within a reasonable period (not to exceed thirty (30) business days) after the receipt of such written notice, the other party will submit an PERMIT APPLICATION if required by Article 4 above, and if the party wishes to attach at that time, and the provisions of Article 4 will govern. In case of emergency verbal notice, the other party will preliminarily respond verbally on an expedited basis that it does or does not want to seek initial joint use of the new poles and will generally describe its planned initial Attachments.

5.02 Each party shall place its own Attachments on the new Joint Poles and place guys and anchors to sustain any unbalanced loads caused by its Attachments except as otherwise provided under Article 4. Each party shall, with due diligence, attempt to execute its work promptly and in

such manner as not to interfere with the service of the other party.

Article 6. SMALL CELL & WIRELESS FACILITIES

6.01 The Licensee is responsible for responding to any and all community concerns or complaints related to Antennas, Micro Wireless Facilities, or Small Cell Wireless Facilities, including aesthetic appearance, health concerns due to radio frequency emissions or otherwise.

6.02 The Licensee will independently obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Licensee's proposed service and all easements, licenses, rights-of way and permits necessary for the proposed use of Electric Utility's poles.

6.03 All pole locations selected for antenna placement shall be subject to the Electric Utility approval.

6.04 The design and mounting method for all pole-top, and other type Antennas, Micro Wireless Facilities and Small Cell Wireless Facilities shall be subject to the Electric Utility approval.

6.05 All Antennas, Micro Wireless Facilities and Small Cell Wireless Facilities to be installed in or above the Communication Worker Safety Zone will be installed by the Electric Utility or a contractor approved by the Electric Utility.

6.06 Electric Utility is not a guarantor of any approved contractors. Electric Utility, whether by making available a list of approved contractors or by other methods, has not made and makes no representations or warranties of any nature, directly or indirectly, express or implied, as to performance of the contractors. Selection of which approved contractor to perform the specified work is within the sole decision of the Licensee.

6.07 If Licensee is required to relocate Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities colocated on an Electric Utility pole, it shall do so in accordance with the nondiscriminatory terms set by the Electric Utility.

6.08 Notwithstanding any conditions herein, equipment must be installed in accordance with the specifications set forth in Article 3.

6.09 Where required, two radio frequency (RF) warning signs must be installed. One RF warning sign must be placed at eye level, a second sign must be placed at the pole top, just beyond where the safe approach distance ends. The sign must include the Licensee's name, contact telephone number, and the approach distance of the Antenna.

6.10 The Licensee must provide the Electric Utility with documentation that confirms all RF emissions comply with applicable laws governing RF exposure levels.

Article 7. ESTABLISHING SMALL CELL & WIRELESS FACILITY ATTACHMENTS

7.01 Licensees seeking to attach pole-top Antennas, Micro Wireless Facilities or Small cell wireless facilities must follow the procedure delineated in Article 4 and must provide the Electric Utility with the following:

7.01.1 Permit form, including associated maps, drawing and other requested information, as provided in Appendix D of the underlying Pole Attachment License Agreement;

7.01.2 Spec sheets (including typical attachment drawings) and design information for the equipment proposed for attachment.

7.02 Poles selected for pole-top Antennas, Micro Wireless Facilities or Small cell wireless facilities must meet the following criteria:

7.02.1 Proposed pole-top locations must have adequate pole space and not exceed the pole's maximum loading.

7.02.2 Only one attachment will be allowed on a pole-top;

7.02.3 Must be a tangent pole;

7.02.4 Poles selected must not have existing equipment (regulators, gang switches, capacitors, etc.);

7.02.5 Pole must be readily accessible by bucket truck;

7.02.6 Minimum of a class 3 pole;

7.02.7 Attachment must be a minimum of 5 feet above the highest electric attachment;

7.02.8 Pole extensions are not permitted;

7.02.9 A new ground rod is required at all pole-top attachment locations.

7.03 Risers installed on a wood pole shall have Riser cables and grounds installed in a minimum of Schedule 40 conduit not larger than 2 inches.

7.04 All Antenna, Micro Wireless Facility, or Small Cell Wireless Facility power sources must have a lockable disconnect installed, to allow for the power source and any back-up power sources to be disconnected. The Licensee must provide the Electric Utility with access to the disconnect by providing keys or combination to the lock. Disconnect and/or meter boxes must be installed according to Electric Utility's standards.

7.05 Licensees seeking to attach to Electric Utility-owned streetlight poles must conform to the following conditions:

7.05.1 All Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities must clamp to the streetlight arm. Holes drilled in the arm or bracket will not be permitted.

7.05.2 Antennas, Micro Wireless Facilities and Small Cell Wireless Facilities to be installed on a decorative streetlight must match the aesthetics of the existing Electric Utility pole.

7.05.3 In general, to keep a consistent and uniform appearance throughout Electric Utility's service area, the Electric Utility will supply, subject to applicable Make-Ready fees, a light pole with adequate strength and provisions for Antenna's, Micro Wireless Facilities and Small Cell Wireless Facilities.

7.05.4 Licensee shall demonstrate to the sole satisfaction of the Electric Utility that the proposed attachment to a streetlight pole meets all safeguards and engineering standards required for the safe and proper location and operation of such streetlight pole.

Article 8. RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

8.01 While Electric Utility and Licensee will cooperate as far as may be practicable in obtaining rights-of way for both parties on Joint Poles, Electric Utility does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on Electric Utility's Poles, no liability on account thereof shall attach to Electric Utility of the Poles.

Article 9. MAINTENANCE OF POLES AND ATTACHMENTS

9.01 Electric Utility shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article 3 and shall replace, reinforce or repair should a pole become defective.

9.02 Pole Replacements. When replacing a Joint Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement poles where risers (dips) are installed should be set as close as possible to the existing pole. Electric Utility will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed pole. Reasonable effort will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.

9.03 Emissions. Licensee is solely responsible for Radio Frequency Emissions emitted by its Attachments. Licensee is responsible for ensuring Radio Frequency exposure from its emissions, in combination with the emissions of all other contributing sources of Radio Frequency Emissions, is within the limits allowable under all applicable rules of the Federal Communications Commission and shall provide Electric Utility with documentation that confirms Licensee's Radio Frequency Emissions comply with applicable laws governing Radio Frequency exposure levels. If required by the FCC, Licensee must install appropriate signage to notify workers and third-parties of the potential for exposure to Radio Frequency Emissions. One sign must be placed at eye level, a second sign must be placed at the pole top, just beyond where the safe approach distance ends. Licensee will communicate and cooperate with other licensees that emit Radio Frequency to minimize the number of signs.

9.04 Interference. Licensee shall not allow its Communications Facilities to impair the ability of Electric Utility or any third party to use Electric Utility's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any Electric Utility Facilities or third-party facilities. Licensees who emit Radio Frequency Emissions through their Attachments shall protect against Radio Frequency Emissions interference from their Attachments with any Radio Frequency Emissions of Electric Utility and any impermissible interference with other licensed licensees. Upon written notice from the Electric Utility or another licensee, Licensee will, at its own cost cooperate and eliminate any interference or degradation caused by its Attachments.

9.05 Protective Equipment. Licensee, and its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current impressed on its Communications Facilities carried by Electric Utility's facilities in the event of a contact with such facilities. Except as provided in Article 27, Electric Utility shall not be liable for any actual or consequential damages to Licensee's Communications Facilities or, Licensee's customers' facilities, or to any of Licensee's employees, contractors, customers, or other persons.

9.06 Notice. Whenever it is necessary to replace or relocate a Joint Pole, Electric Utility shall,

before making such replacement or relocation give reasonable notice of at least sixty (60) days thereof in writing or by electronic means (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing or by electronic means) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Joint Pole and when it is Licensee's turn to Transfer.

9.07 Transfers. Should the Licensee fail to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (after all Electric Utility Transfers have been accomplished), Electric Utility may elect to relinquish the ownership of the old pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If Electric Utility so elects, such old pole shall thereupon, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless Electric Utility from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such pole or of any Attachments thereon. The unused portion of the pole above the Licensee's Attachments shall be cut off and removed by Electric Utility before relinquishing ownership, if the pole remains in structural conflict with the power route. Upon mutual agreement by Electric Utility and the Licensee, Electric Utility personnel may perform Simple Transfers for the Licensee at a mutually agreed upon price.

9.08 Failure to Transfer. Should the Licensee fail to Transfer its Attachments to the new Joint Pole after the receipt of notification in writing or through electronic means for such Transfer of Attachments and after all third party and Electric Utility responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if Electric Utility does not elect to relinquish the ownership of the old pole from which it has removed its Attachments, the parties will have the following rights, in addition to any other rights and remedies available under this Agreement:

9.08.1 The Licensee shall pay Electric Utility the following amounts until the Licensee has transferred its Attachments and notified Electric Utility in writing or through electronic notification means that the Transfer has been accomplished:

(i) Five dollars ($5.00) per pole per month beginning with the sixty-first (61st) day after the Licensee Transfer Date and through and including the two hundred fortieth (240th) day after the Licensee Transfer Date,

(ii) Ten dollars ($10.00) per pole per month (instead of five dollars ($5.00)) beginning with the two hundred forty-first (241st) day after the Licensee Transfer Date. In addition, the cost incurred by Electric Utility to return to the job site and remove the old pole will be paid by the Licensee. In the event the Licensee notifies Electric Utility that the Transfer has been accomplished, and Electric Utility returns to the job site to remove the old pole and discovers that the Transfer has not been made, then the Licensee will pay Electric Utility's cost of the trip to and from the job site. The intent

of this paragraph is to ensure timely Transfers and minimize situations of two or more poles needlessly remaining at the same location for extended periods of time. The aforementioned provisions of this paragraph will only apply when poles are installed in a manner consistent with Article 9 Section 9.02.

9.08.2 Reserved..

9.09 Maintenance: Each party shall at all times maintain all of its Attachments in accordance with the specifications mentioned in Article 3 and shall keep them in safe condition and in thorough repair.

9.10 Right-of-Way Maintenance: Each party shall be responsible for right-of-way maintenance for its own circuits at its own expense.

9.11 Existing Construction: Any existing Joint Use construction of the parties hereto which does not conform to the specifications mentioned in Article 3 shall be brought into conformity therewith as soon as practicable. To the extent such construction is compliant with the specifications in effective at the time of installation, neither party will be required to retrofit such existing, compliant attachments and at all times NESC grandfathering rules will apply. When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections 9.01 and 9.09 of this Article 9.

9.12 Maintenance and Conformity Cost: The cost of maintaining poles, Electric Utility facilities, other Attaching Entity facilities and Attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in this Agreement.

9.13 New Pole Ownership: Where a pole currently exists, and different, new or replacement poles are needed in substantially the same place to accommodate the Licensee's desired additional Attachments or desired new joint use, then, if joint use is established or to be established as provided in this Agreement, Electric Utility will construct and own the new poles, and the costs will be paid as provided in Article 12.

9.14 Restoration of Utility Service. Electric Utility's service restoration requirements shall take precedence over any and all work and/or operations of Licensee on Electric Utility's Poles.

9.15 Removal of Nonfunctional Attachments. At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service ("Nonfunctional Attachment") as provided in this section, 9.15. A Nonfunctional Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Article 13. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice

from Electric Utility that removal is necessary to accommodate Electric Utility's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachment may remain in place until Electric Utility notifies Licensee that removal is necessary to accommodate Electric Utility's or another Attaching Entity's use of the affected Pole(s). Licensee shall give Electric Utility notice of any Nonfunctional Attachments as provided in Article 24.

Article 10. SAFETY INSPECTIONS & SAFETY VIOLATIONS

10.01 Inspection Performance: If Electric Utility has reasonable cause to believe Code Violations or unsafe conditions (or other violations of Article 3) involving all parties existent on its system, it will provide documentation of this belief to all parties, and it may, not more than once every five (5) years, perform a periodic safety inspection of Electric Utility's Poles, including Attachments under this Agreement. The scope of the safety inspection may include the entire system or may be limited to a smaller portion of the system, such as one circuit or the circuits fed by one substation, at the discretion of Electric Utility. At least three (3) months prior to any such safety inspection, Electric Utility shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection. Electric

Utility and all Outside Parties (other Licensees) shall pay a pro-rata share of the cost of the Initial Safety Inspection and any subsequent safety inspections, based on the number of poles occupied by each party, including Electric Utility.

10.02 Corrections: In the event Licensee has caused any violations of the specifications set forth in this Agreement, regardless of how such violation was discovered, and such violation poses an imminent danger to persons or property ("Imminent Danger Violation"), such party shall correct such violation immediately, but at least within twenty-four (24) hours, unless otherwise agreed to by the parties. Should Licensee fail to correct such violation after notice, Electric Utility may correct the violation and bill the Licensee for the Actual Costs incurred. Following the Initial Safety Inspection, if Licensee has caused a Non-Imminent Danger Violation, Licensee shall have ninety (90) days to correct any such violation upon written notice from Electric Utility, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within ninety (90) days, such extended time to be not more than an additional ninety (90) days. Notwithstanding the foregoing grace periods, in the event Electric Utility or any other third party prevents Licensee from properly correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such actions of the Electric Utility or third party. Licensee will not be responsible for the costs associated with violations caused by Electric Utility or its agents or Outside Parties. In all circumstances, all of the parties on the pole will work together to maximize safety and reliability while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, or contractors, which Licensee

causes to work on Electric Utility Poles, will be notified of pending, unresolved poles requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on Poles. If causation cannot be established, the cost to correct the violation will be split equally among the Electric Utility and all other parties on the Pole.

10.03 Administrative Fee. Electric Utility shall receive from Licensee an administrative fee in the amount of one hundred ($100) dollars as compensation for documenting, photographing, communicating an NJUNS ticket and engineering time researching any violation caused by Licensee and not corrected in accordance with the terms and timeframes specified in this Agreement.

10.04 Observed Safety Violations: For avoidance of doubt, Licensee shall be required to correct any safety violations caused by Licensee as provided herein whether or not such are observed or noticed.

Article 11. UNDERGROUND RELOCATION

11.01 Underground Relocation: If the Electric Utility moves any portion of its aerial system underground, Licensee shall remove its Communications Facilities from any affected Poles and either (a) work in concert with the Electric Utility in completing the underground relocation of the affected Communications Facilities, or (b) find other means as authorized by law to accommodate its Communications Facilities within sixty (60) calendar days of receipt of written notice from Electric Utility. If Licensee, acting in good faith, determines that it cannot reasonably complete the required work within this period, Licensee may request an extension of time for good cause. The extension request shall be submitted in writing before the expiration of the original period and shall describe the reasons for the delay and the additional time needed. Electric Utility shall not unreasonably withhold, condition, or delay approval of such extension.

11.02 Licensee shall coordinate its relocation with the Electric Utility to prevent unnecessary infrastructure replacement or repair and allow for concurrent conversion of services. If Licensee does not so remove its Attachment, Electric Utility shall have the right to remove or transfer Licensee's Communications Facilities at Licensee's expense. Licensee's failure to remove its Communication Facilities as required under this Article 11 shall subject Licensee to the penalty provisions of Article 9 Section 9.07.

Article 12. DIVISION OF COSTS

12.01 New Poles Installed Where None Currently Exist. Whenever Electric Utility requires new pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing Pole line, it shall make a best effort to notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new pole. In the case of emergency, the Licensee will preliminarily respond verbally

on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee shall submit the notice required under Article 4. If Licensee chooses to attach to a newly installed pole(s) and requires more than the 12" of space on such pole, then the Licensee shall pay the incremental cost of the required new pole. If in connection with the construction of a pole(s) the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such pole(s) even if the pole(s) does not at that time become a Joint Pole. If joint Use is established pursuant to Article 5. above, the cost to erect new Joint Poles coming under this Agreement, to construct new pole lines, or to make extensions to existing pole lines shall be borne by the parties as set forth in this Article 12. If Joint Use is not established pursuant to Article 5. above, the provisions Article 12 below will control.

12.01.1 A Standard Pole, or if adequate a Joint Pole smaller than the Standard Pole, shall be erected at the sole expense of Electric Utility.

12.01.2 A pole larger than the Standard Pole, the extra height or strength of which is due wholly to Electric Utility's requirements including owner's requirements for pole space in excess of Electric Supply Space set forth in Article 2 and requirements as to keeping Electric Utility's wires clear of trees shall be erected at the sole expense of Electric Utility.

12.01.3 In the case of a pole larger than the Standard Pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee requirement for pole space in excess of Communication Space set forth in Article 2 and requirements as to keeping the Licensee's wires clear of trees, Electric Utility shall pay all costs associated with the construction of a Standard Pole and the Licensee shall pay to the owner the remaining costs of erecting the larger than Standard Pole. If in connection with the construction of a pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to its Space on such pole even if the pole does not at that time become a Joint Pole; provided, however, if the Licensee does not attach to the pole within three years from the date the pole was set, then the Licensee shall no longer be entitled to its Space on such pole.

12.01.4 In the case of a pole larger than the Standard Pole, the extra height or strength of which is due to the requirements of both parties for greater Space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such pole and the Cost in Place of a Standard Pole shall be shared equally by the Licensee and Electric Utility, with the rest of the cost of erecting such pole to be borne by Electric Utility.

12.01.5 A pole, including all appurtenances or fixtures, erected between existing poles to

provide sufficient clearance and furnish adequate strength to support the circuits of both the owner and the Licensee, which it would have been unnecessary except solely due to Licensee's use had not been undertaken, shall be erected at the sole expense of the Licensee.

12.02 Payments do not Affect Ownership: Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles for which it has contributed in whole or in part.

12.03 Replacement of Existing Poles: Where an existing pole is replaced for maintenance purposes, Electric Utility shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and Electric Utility will pay all the costs of installing the replacement pole. Licensee will pay to replace its existing Attachments. The replaced pole shall be removed and retained by Electric Utility.

12.03.1 A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to Electric Utility's requirements, such as providing service, normal maintenance, or keeping Electric Utility's wires clear of trees, shall be erected at the sole expense of Electric Utility. Electric Utility shall bear the full expense of replacing or transferring all Electric Utility's Attachments and the Licensee shall bear the full expense of replacing or transferring all the Licensee's Attachments.

12.03.2 A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee's requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to Electric Utility the Make-Ready cost of the new pole.

12.03.3 A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to Licensee's requirements such as providing service, correcting a safety violation or keeping Licensee's wires clear of trees, Licensee shall pay all of the Make-ready cost of the new pole, including any costs associated with replacing or Transferring Licensee's Attachments.

12.03.4 In the case of a pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such pole and the Cost in Place of the existing pole shall be shared equally by the Licensee and Electric Utility, and other Outside Parties, if applicable, the rest of the cost of erecting such pole to be borne by Electric Utility. Electric Utility and Licensee shall replace or Transfer all Attachments at their own expense.

12.03.5 In the case of a pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength which is due wholly to the requirements of an

Outside Party, the Outside Party shall pay all of the Make-Ready cost of the new pole, including any costs associated with replacing or Transferring Licensee's Attachments.

12.04 Responsibility for Own Attachments: Each party shall place, maintain, Rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

12.05 Service Drops: Where an existing pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, the Licensee shall pay to Electric Utility the installed cost of the new pole plus the labor costs of replacing or Transferring of the Attachments on the existing pole and the cost to remove the existing pole, minus any salvage value to Electric Utility.

12.06 Payment Basis: Payments made under the provisions of this Article may be based on the estimated or Actual Cost, as mutually agreed upon (including overhead), of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

12.07 Electric Utility Installing Larger Poles For Electric Utility's Future Use: In the event Electric Utility installs a pole larger than is initially required for Electric Utility's and Licensee's use in anticipation of Electric Utility's future requirements or additions, the additional space provided by Electric Utility shall be reserved for Electric Utility's sole use. Licensee may request documentation to validate the need for future space.

12.08 Corrective Measures:

12.08.1 If any Attachment of the Licensee is found to be in violation of the terms of this Agreement, that do not otherwise present an Imminent Danger Violation as described in 10.02 above, then the parties will work together to increase system safety and reliability while keeping cognizant of the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

12.08.2 If any Attachment of Electric Utility is found to be in violation of the terms of this Agreement, then the parties will work together to increase system safety and reliability while keeping cognizant of the cost of correcting any such deficiencies, but Electric Utility shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

12.08.3 If there exists a violation of the terms of this Agreement (including the provisions of

Article 2 and Article 3, and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to increase system safety and reliability while keeping cognizant of the cost of correcting any such deficiencies; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in any costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.

12.08.4 If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Electric Utility and any other Attaching party; and Electric Utility will make reasonable effort to cause the Outside Party to make such payment.

12.09 When Existing Poles Not In Joint Use Become Joint Poles.

12.09.1 If an existing pole not in joint use was constructed before the Effective Date and becomes a Joint Pole, the Licensee shall pay all necessary Make-ready costs associated with the Licensee attaching to the pole.

12.09.2 If an existing pole not in joint use was constructed after the Effective Date and becomes a Joint Pole, then:

(i) The Licensee shall pay all Make-Ready costs associated with the Licensee attaching to the pole if Electric Utility gave notice pursuant to Article 5. but the Licensee did not, if required, submit an Appendix D as provided in Article 4 and, if applicable, Article 5.
(ii) If Electric Utility did not give notice pursuant to Article 5 with respect to the pole, then Electric Utility shall pay all Make-Ready costs associated with the Licensee attaching to the pole.

12.10 Building Down: If one party installs attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such attachments, including the Electric Utility and any Outside Party, must pay the Make- ready costs necessary to permit the other party to use its own Space.

12.11 Make-Ready When Appendix D NOT REQUIRED. Except as provided in Article 12. above, Electric Utility shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an Appendix D is not required.

Article 13. UNAUTHORIZED ATTACHMENTS

13.01 If any Attachment made after the Effective Date of this Agreement is identified for which the Appendix D requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment"), then, provided Licensee has ninety (90) days, except as otherwise mutually agreed by the parties, to verify or deny the unauthorized attachments, upon receiving written notice the Licensee shall pay to the Electric Utility a one-time fee of fifty dollars ($50) per pole plus a sum equal to the adjustment payments that would have been payable from and after the date the Attachment was first placed on the Electric Utility's pole as determined from Licensee's records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Licensee will pay a sum equal to the adjustment payments that would have been payable from and after the date the last Actual Inventory of Joint Poles was conducted, subject to any applicable laws regarding statutes of limitations. If the Licensee does not respond within ninety (90) days, it will not have the right to dispute the unauthorized attachment fee. In addition, the Electric Utility may, without prejudice to its other rights or remedies under this Agreement, require the Licensee to submit within fifteen (15) business days of verification by Licensee that an Attachment is an Unauthorized Attachment (provided that Licensee has 90 days to verify or deny that an Unauthorized Attachment exists upon receiving written notice from Electric Utility), an Appendix D along with supporting engineering design data for each such Attachment, if Electric Utility designates which poles have Unauthorized Attachments. Upon review of such information, the Electric Utility may require the Licensee to make or pay for such modifications as may be specified by mutual consent of the parties or if non-approval of Appendix D is justified, , remove the Unauthorized Attachment at Licensee's expense within ninety (90) days or by mutual agreement after Licensee has verified that the Attachment is an Unauthorized Attachment. If Licensee has failed to submit an Appendix D or has not removed such Unauthorized Attachments within the ninety (90) days or by mutual agreement if such non-approval is justified, then the Electric Utility may remove such Attachments at the Licensee's expense and with no liability to the Electric Utility, in which event the Licensee shall reimburse the Electric Utility upon demand for the cost the Electric Utility incurred in making such removal and shall indemnify and save the Electric Utility harmless from and against all loss, liability, or expense (including but not limited to claim of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of negligence, gross negligence or intentional misconduct. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article 3.

Article 14. ABANDONMENT OF JOINT POLES

14.01 If Electric Utility desires at any time to abandon any Joint Pole, it shall, except as provided in Article 9, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If at the expiration of said period Electric Utility shall have no Attachments thereon, but Licensee has not removed its Attachments, such pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless Electric Utility from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such pole or of any Attachments thereon; and shall pay Electric Utility the then depreciated value in place of the pole to Electric Utility. Electric Utility shall further evidence transfer of title to the pole by appropriate means. Credit shall be allowed for any payments which the Licensee may have made

under the provisions of Article 12, when the pole was originally set, provided the Licensee furnishes proof of such payment.

14.02 The Licensee may at any time abandon the use of a Joint Pole by removing therefrom any and all Attachments it may have thereon and by giving written notice thereof.

14.03 Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.

Article 15. SMALL CELL & WIRELESS FACILITY FEES AND CHARGES

15.01 Licensee is solely responsible for all costs associated with Make-Ready Work needed to bring the pole into compliance, including the cost of the pole-loading analysis and other required engineering. A good-faith estimate established by Electric Utility for any make-ready work shall include pole replacement if necessary. All make-ready costs shall be based on actual costs, with detailed documentation provided.

15.02 All fees, charges and Annual Rental will be administered in accordance with Article 16 of the Standard Pole Attachment License Agreement, except for the following:

15.03 The Rate to Colocate Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities on the Electric Utility's Pole is $50 per pole annually. Every 5 years after the effective date of the Small Wireless Communications Facilities Deployment Act, being Public Act 365 of 2018 (March 12, 2019), the Rate shall be increased by 10% and rounded to the nearest dollar.

15.04 The fee to process requests by Licensee to Colocate Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities on Electric Utility poles is $100 per pole. There will be an additional fee of $100.00 per pole for processing the request, if a modification or maintenance of the colocation requires an engineering analysis. Every 5 years after the effective date of the Small Wireless Communications Facilities Deployment Act (March 12, 2019), the Rate shall be increased by 10% and rounded to the nearest dollar.

Article 16. ATTACHMENT FEES AND CHARGES

16.01 Payment of Fees and Charges. Licensee shall pay to Electric Utility fees and charges, subject to applicable law, and shall comply with the terms and conditions specified in the Agreement.

16.02 Payment Period. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Electric Utility pursuant to this Agreement within thirty (30) calendar days after Licensee receives the invoice.

16.03 The applicable computation of payments and calculations as above provided shall be made on or about January 1st of the calendar year following the Attachment rental year, each party acting in cooperation with the other. For example, on or about January 1, 2019, Electric Utility will issue the rental invoice for the rental period covering January 1, 2018 through December 31, 2018.

16.04 Annual Pole Attachment Fee per foot of occupied usable space per year shall be as follows:

16.04.1 Rate: Maximum allowable rate pursuant to 47 USC 224(d) and (e) as established in Federal Communications Commission Order on Reconsideration 15-151. Calculations will be provided to Licensee annually upon request.

16.04.2 Non-Recurring Fees:

(i) Permit Application Fee:

Number of Poles Affected	Application Fee
1-10	$50.00
11-20	$150.00
21-25	$250.00
26+	Cost Estimate Provided

16.05 Miscellaneous Charges: See Article 12

16.06 Unauthorized Attachment Fee: See Article 13

16.07 Safety Inspection Fees: See Article 10

16.08 Inventory Inspection Fees: See Article 17

16.09 Timely Transfer Fees: See Article 9

Article 17. ADJUSTMENT PAYMENTS

17.01 At intervals of five (5) years, unless otherwise mutually agreed by the parties, an actual inventory of Joint Poles shall be made by representatives of the parties (the "Actual Inventory"). At

the request of either party, an Actual Inventory shall be initiated within a year of the Effective Date and be promptly completed as the parties may more particularly agree. For the purpose of such Actual Inventory, any pole used by the Licensee for the sole purpose of attaching wires or cables thereto shall be considered a Joint Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory based on the number of poles to which each Licensee has Attachments on Electric Utility's poles.

17.02 For a year in which there is no Actual Inventory, the number of Joint Poles used in calculating the adjustment payments provided for herein shall be based on the number of Poles included in the Permits submitted by the Licensee.

17.03 For a year for which there is an Actual Inventory, the adjustment payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in **17.04** below.

17.04 For a year for which there is an Actual Inventory, the following adjustment shall be made:

17.04.1 The difference between the number of Joint Poles found by the Actual Inventory for the year in question and the number of Joint Poles currently being billed, whenever conducted, including any Actual Inventory conducted prior to the Effective Date of this Agreement, shall be prorated evenly based on the assumption that such poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.

17.04.2 If the adjustment payment so calculated pursuant to this section is greater than the adjustment payment that was actually made, the difference shall constitute an additional amount owed by the Licensee to Electric Utility; if less, the difference shall constitute an amount owed by Electric Utility or a credit to the Licensee.

Article 18. DEFAULTS

18.01 If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after notice thereof in writing specifying the nature of the default by the other party, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use and if such default shall continue for a period of ninety (90) days after such suspension, the party not in default may forthwith terminate this Agreement.

18.02 If after reasonable notice either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such a payment within thirty (30) days upon presentation of bills therefor shall, at the election of the other party, constitute a default under this Article 18.

Article 19. RIGHTS OF OTHER PARTIES

19.01 If Electric Utility, prior to the execution of this Agreement, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of 19.02 below, except where such Outside Parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Electric Utility shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

19.02 If Electric Utility desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Article 3, and (2) such Attachments shall not be located within the space allocation of Licensee. Electric Utility shall derive all of the revenue accruing from such Outside Parties.

19.03 With respect to any rights and privileges granted by Electric Utility under this Article to others not parties hereto, Electric Utility shall reimburse Licensee's cost for transferring and rearranging Licensee's Attachments to provide space for attachments for such Outside Parties.

19.04 Outside Parties shall be responsible for their pro rata share of any costs mentioned in Article 12.

Article 20. ASSIGNMENTS OF THE RIGHTS

20.01 Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof. Notwithstanding the foregoing, with prior notice to Electric Utility, Licensee may assign this Agreement to any wholly owned affiliate or parent company or any party who acquires all or substantially all of Licensee's assets or equity whether by sale, reorganization, merger, or otherwise. Nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporate entity organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and

provided further that, subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such pole by the permission as aforesaid of either party herein shall be considered as the Attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

Article 21. WAIVER OF TERMS OR CONDITIONS

21.01 The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Article 22. PAYMENT OF TAXES

22.01 Each party shall pay all taxes and assessments lawfully levied on its own property upon Joint Poles, and the taxes and the assessments which are levied on Joint Poles shall be paid by Electric Utility, but any tax, fee, or charge levied on Electric Utility's poles solely because of their use by the Licensee shall be paid by the Licensee.

Article 23. BILLS AND PAYMENT FOR WORK

23.01 Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

23.02 All amounts to be paid by either party under this Agreement shall be due and payable within thirty (30) days after the invoice is received. Except as provided in 23.03 below, any payment not made within thirty (30) days from the due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

23.03 A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of one and a half percent (1.5%) per month until paid, or if

one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within thirty (30) days of receipt of substantiation and determination of the correct amount.

Article 24. NOTICES

24.01 Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

24.02 Licensee:

Metro Fibernet, LLC
Attn: Director Pole Permitting
3701 Communications Way
Evansville, IN 47715
Email: joint_use@metronet.com

With a copy to:

Metro Fibernet, LLC
Attn: Legal – Pole Permitting
11880 College Boulevard, Ste 100
Overland Park, KS 66210
Email: legal-notice@metronetinc.com

24.03 Electric Utility:

(Primary)
Dan Krieger, Electric Distribution Engineering Supervisor
dkrieger@hollandbpw.com
Holland Board of Public Works
625 Hastings Avenue, Holland, MI 49423

(Alternate)
Steve Bruinsma – Electric Distribution Superintendent
sbruinsma@hollandbpw.com
Holland Board of Public Works
625 Hastings Avenue, Holland, MI 49423

24.04 By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in 24.01 above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

24.05 Response to any notice or Permit Application shall be made to the sender rather than to the person designated in 24.01 or 24.02 above.

24.06 Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable electronic means, such as email.

24.07 A second copy of any notice given under Article 18 or any other legal notice shall be given to the following persons, who may from time to time be changed by written notice:

24.08 Licensee:

Kurtis Woltersdorf – Joint Facilities Manager
Kurtis.Woltersdorf@metronet.com
3701 Communications Way
Evansville, IN 47715

24.09 Electric Utility:

Ted Siler – Utility Services Director
tsiler@hollandbpw.com
Holland Board of Public Works
625 Hastings Avenue, Holland, MI 49423

24.10 The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

Article 25. Term of Agreement

25.01 This Agreement shall become effective upon its execution and, if not terminated in accordance with the provisions of this agreement, continue in effect for a term of five (5) years. Following the initial term, this Agreement shall automatically renew for successive one-year periods on the same terms and conditions. Either party may terminate this Agreement by giving to the other party written notice of an intention to terminate the Agreement at least 90 days prior to the expiration of the then-current term; but, upon failure to give such notice, this Agreement shall continue in force upon the same terms and conditions.

25.02 The Licensee shall have 180 days from the date Electric Utility has issued a Permit to complete attachment of Licensee's Attachment, unless the parties mutually agree in writing to an extension based on project complexity or circumstances beyond Licensee's reasonable control. If the Attachment has not been completed within the 180-day period (or such mutually-agreed extended period), the Permit shall terminate without further notice to Licensee as to any pole or poles covered by the Permit to which Licensee has not attached its Attachment.

25.03 If at any time after Licensee has attached its Attachment to Electric Utility's poles, Electric Utility is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from

any of Electric Utility's poles immediately after receiving notice from Electric Utility of such circumstances and the Permit covering such poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the pole pending the outcome of the dispute, Licensee may maintain its Attachment without any liability to Electric Utility thereto.

25.04 Electric Utility may, in addition to seeking any other remedy available to it, terminate this Agreement or any Permit issued under this Agreement if Licensee fails to comply with any of the provisions of this Agreement and fails within 30 days (or such longer reasonable period if a 30 day cure period is not possible) after written notice from Electric Utility to correct such neglect, refusal, or default.

25.05 In the event a governmental entity at any time requires Electric Utility to remove 1 or more of its poles, any Permit issued to Licensee for such poles shall automatically terminate as to such poles, in which event Electric Utility shall refund to Licensee any unearned payments made pursuant to this Agreement.

25.06 Licensee may at any time terminate any right to attach an Attachment to any pole by removing its Attachment from such pole and notifying Electric Utility of such removal. The Permit covering such pole shall terminate upon receipt of such notice by Electric Utility. Licensee may at any time terminate this Agreement by removing all of its Attachments from all of Electric Utility's poles and notifying Electric Utility of such removal.

25.07 Except as otherwise provided in this Agreement, the Licensee shall have 60 days within which to remove its Attachments from Electric Utility's pole or poles upon termination of this Agreement or of a Permit issued under this Agreement. If the Licensee fails to remove its Attachments from Electric Utility's pole or poles within such 60-day period, Electric Utility shall have the right to remove the Licensee's Attachments from said pole or poles, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Electric Utility upon demand for the cost Electric Utility incurred in making such removal. Except as otherwise provided in Article 27, the Licensee shall indemnify and save Electric Utility harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

25.08 All Permits issued under this Agreement shall automatically terminate upon termination of this Agreement.

Article 26. EXISTING CONTRACTS

26.01 All existing agreements for Pole attachment license between the parties, and all amendments thereto are by mutual consent hereby abrogated and superseded by this Agreement.

26.02 Nothing in the foregoing shall preclude the parties to this Agreement from entering such

supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

Article 27. LIABILITY

27.01 Licensee agrees to indemnify, defend and hold harmless Electric Utility, its directors, officers, shareholders and employees (collectively "Indemnified Persons") from and against any and all third-party claims, liabilities, losses, damages, costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys' fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Electric Utility is a party to the proceedings or litigation at issue) in connection with actual or threatened actions ("Losses") relating to or arising out of this License or any matter relating to the License; provided, however that Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the gross negligence or willful misconduct of any Indemnified Person in connection with the performance of the License.

27.01.1 Governmental Immunity. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by the Electric Utility of any governmental immunity.

Article 28. CONSTRUCTION

28.01 This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement, nor prior drafts of this Agreement, nor the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

Article 29. REMEDIES CUMULATIVE

29.01 Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

Article 30. INSURANCE

30.01 Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:

30.01.1 Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Michigan law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Electric

Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

30.01.2 Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than $5,000,000 general aggregate, $2,000,000 products/completed operations aggregate, $2,000,000 personal injury, $2,000,000 each occurrence. The required limits may be met by any combination of primary and excess or umbrella insurance as long as total limits meet the limits required herein.

30.01.3 Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than $1,000,000 each accident.

30.01.4 Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than $5,000,000 each occurrence, $5,000,000 aggregate.

30.01.5 Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and Electric Utility structures, fencing, or support systems that may be placed on, within, or around Electric Utility facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

30.01.6 Performance Bond. Prior to making any Attachments under this Agreement, Licensee shall provide to Electric Utility a performance bond in an amount corresponding with the requirements of Article 33. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the State of Michigan and listed with the U.S. Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Electric Utility. The purpose of the bond is to ensure Licensee’s performance of all of its obligations under this Agreement and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Electric Utility which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee’s Attachments or Communications Facilities on or about Electric Utility’s Poles. This shall include claims for

damages to Electric Utility Facilities caused by Licensee, or its contractors and agents. Electric Utility shall have the right to draw funds from the bond to recover damages to Electric Utility Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Electric Utility to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose. The amount and form of the performance bond applicable to Licensee is based on the requirements provided in Article 33.

30.02 Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Michigan and have an ''A' or better rating in Best's Guide.

Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of License shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 30 with the same limits.

30.03 Certificate of Insurance; Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, the Licensee will furnish Electric Utility with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies or allow for their review. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. Electric Utility shall be given thirty (30) calendar days advance notice of cancellation
or nonrenewal of insurance during the term of this Agreement. Electric Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, ''Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed $100,000, or such greater amount as expressly allowed in writing by Electric Utility. Licensee shall defend, indemnify and hold harmless Electric Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Electric Utility upon request.

30.04 Limits. The limits of liability set out in this Article 30 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.

30.05 Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability

assumed by this Agreement with Electric Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Electric Utility's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

30.06 Deductible/Self-insurance Retention Amounts. To the extent this License is governed by the Small Wireless Communications Facilities Deployment Act, Public Act 365 of 2018 (MCL 460.1301, *et seq.*), Licensee may meet all or a portion of the insurance requirements of this article by self insurance. To the extent the Licensee self-insures, the Licensee is not required to name additional insureds as required by this Article. The Licensee must provide to the Electric Utility such evidence as required by the Electric Utility demonstrating, to the Electric Utility's satisfaction, the Licensee's financial ability to meet the requirements of this Article requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Electric Utility's satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Article.

30.07 Additional Insurance. Electric Utility shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Article 30. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Electric Utility within thirty (30) days of the Licensee providing proof of such additional premium to Electric Utility and requesting payment therefor.

Article 31. GOVERNING LAW AND VENUE

31.01 This Agreement shall be construed in accordance with the laws of the State of Michigan without regard to its rules regarding choice of law. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Ottawa County Circuit Court in the State of Michigan, and the parties expressly waive the right to bring any legal action or claims in any other courts.

Article 32. SEVERABILITY

32.01 The provisions (or parts thereof) of this Agreement shall be severable. In the event that any provision (or part thereof) of this Agreement is determined to be illegal, invalid, or otherwise enforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Agreement.

32.02 In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

Article 33. PERFORMANCE BONDS

33.01 The performance bond requirements applicable to Licensee are listed below. Attaching parties operating Private Networks that select Option A are exempt from the performance bond requirements.

33.01.1 Option A. Private or public Attaching Entity operating a Private Network and not providing Communications Services regardless of the number of Attachments installed on Electric Utility Poles. No performance bond required.

33.01.2 Option B. Attaching Entity providing Communications Services with Attachments installed on Electric Utility Poles. Require a performance bond in the amount of $10,000 or $50 per Attachment, whichever is greater.

Article 34. CONTRACT EXECUTION

34.01 Execution of this Contract shall constitute a contract between the Licensee and the Owner.

34.02 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.

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

{Blank Until Signatures – Next Page}

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

OWNER:

CITY OF HOLLAND

By_____
Nathan Bocks

Its Mayor

By_____
Brenda Katerberg

Its City Clerk

Date _____, 2026

LICENSEE:
METRO FIBERNET, LLC

By_____
Jason Poyser
Sr. Director of Utilities

Date _____, 2026

APPROVED AS TO FORM

By:_____
Vincent L. Duckworth
City Attorney
Dated:_____

Appendix A. SMALL CELL STANDARD POLE DRAWING

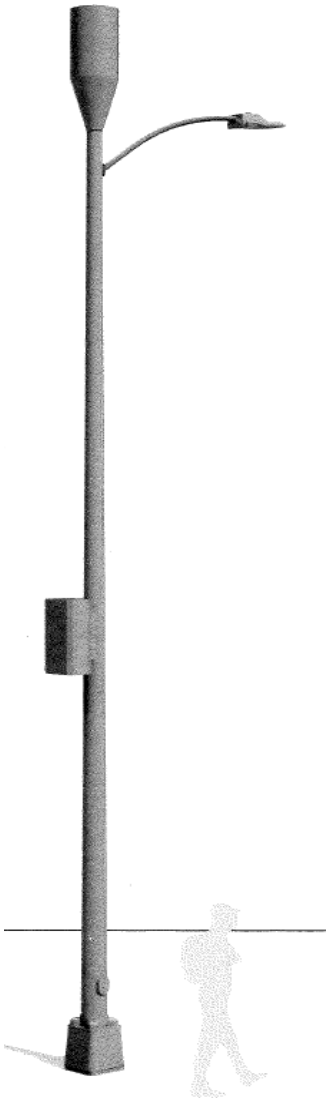


Figure 1: Standard Aluminum Multi-Purpose Streetlight Small Cell Facility Pole

Appendix B. STANDARD COMMUNICATION SPACE

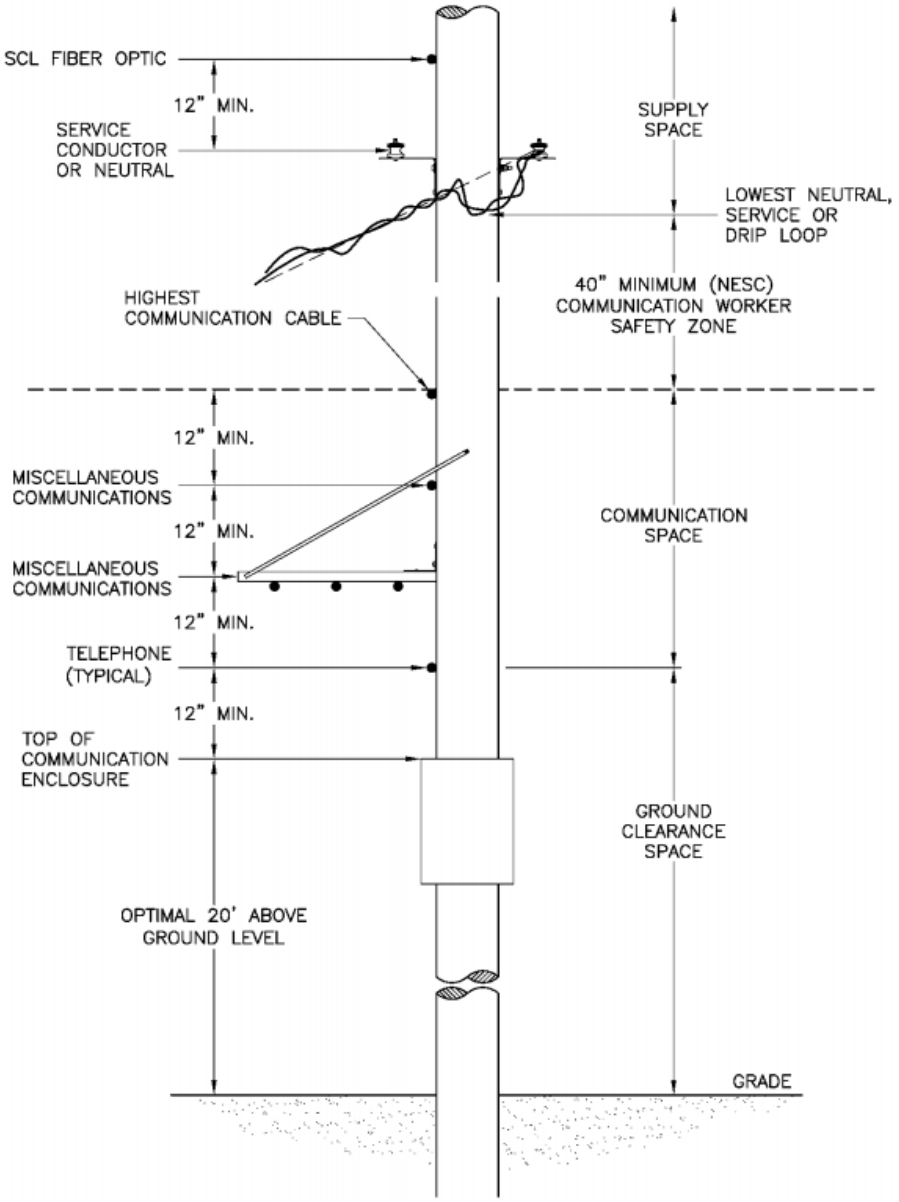
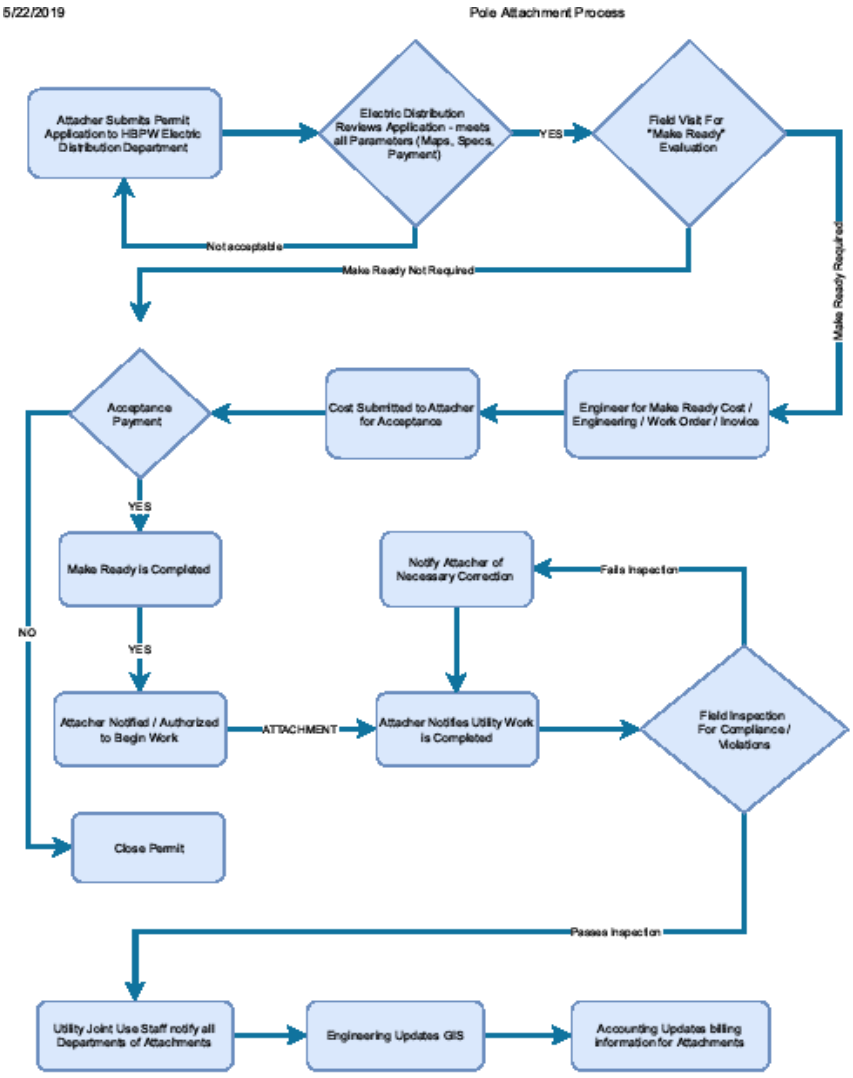


Figure 2: Diagram Showing Communication Space and Communications Conductors Equipment on a Wood Pole (Not applicable to Small Cell Wireless Facilities, Micro Wireless Facilities, and Wireless Facilities.)

Appendix C. PERMIT APPLICATION PROCESS FLOW CHART



Appendix D. PERMIT APPLICATION

Attacher Job # _____ (to be completed by Attacher)
Electric Utility Work Order: _____ (to be completed by Electric Utility)

SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Attacher)

Company		Poles with Attachments (specify quantity)	Added	
Project			Removed	
Request Date			Overlashed	
Name			Modified	
Title		Estimated Construction Dates	Start	
Phone			Completion	
Email		Fees Submitted:	Application	
Signature:			Other	
Make Ready Anticipated? (Yes or No)				

Location of Attachment Request (Street Address and Coordinates (Lat, Long)):

_____

Checklist of Attached Documents (Containing Attacher Job #):

- ☐ Detailed construction plans and drawings
- ☐ Necessary maps, containing the following:
  - ☐ Poles that we wish to use
  - ☐ Point of attachment (proposed height) on each pole
  - ☐ Number and type of attachments to be placed on each pole (including anchor type and distance from
  - ☐ Relocations or replacements of poles
  - ☐ Rearrangements of fixtures and equipment necessary
  - ☐ Additonal poles required

The included information represents our proposed facilities. Any changes will be submitted to Electric Utility for approval prior to construction. The Attacher will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Attacher's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

SECTION 2 - APPROVAL/DENIAL OF REQUEST (to be completed by Electric Utility)

Response Date			Utility Make Ready Construction Required?	
Name			Total Estimated Cost to Attacher (Detailed invoice to be provided)	
Title				
Phone			Permit #	
Email				
Request Response	Approve		If denied, reason for denial:	
	Deny			
Signature:				

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **Grant of Utility Easement - Liberty Court Association**

Utility Services Department

Introduction:

Liberty Court Assocation has approved an easement that will permit the construction of fiber infrastructure on and through their properties to provide fiber service to residents in the area.

Recommendation:

Approve an easement with the Liberty Court Association.

Description:

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.

Respectfully submitted,

David G. Koster
General Manager

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

Attachments:
2026-04-06 Liberty Court Grant of Easement-CITY ATTY APPROVED-20260313-

Report prepared by: *Pete Hoffswell, Superintendent of Broadband Services*

GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT is entered into this 23rd day of Feb., 2026, between **Liberty Court Association,** whose mailing address is 76 Veterans Drive, Suite 250, Holland, Michigan 49423 (hereinafter referred to as "Grantor"), and the **City of Holland**, a municipal corporation of Ottawa and Allegan Counties, Michigan, of 270 South River Avenue, Holland, Michigan 49423 (hereinafter referred to as "Grantee").

WHEREAS, the members of Grantor are the fee title owners of real property in the City of Holland, County of Allegan which is legally described as:

> Part of the Southeast 1/4 of Section 5, Town 4 north, Range 15 West, City of Holland, Allegan County, Michigan, being described as: Commencing at the South 1/4 corner of said Section 5, thence North 00 degrees 05 minutes 27 seconds West 701.77 feet along the North and South ¼ line; thence North 89 degrees 54 minutes 33 seconds East 493.00 feet along the South line of Liberty Place Condominiums; thence South 00 degrees 05 minutes 26 seconds East 102.00 feet along the West line of Unit 27, Liberty Place Condominiums; thence North 89 degrees 54 minutes 33 seconds East 825.51 feet along the South line of Liberty Place Condominiums to the Southeast corner of Unit 24; thence North 00 degrees 11 minutes 53 seconds West 60.66 feet along the due East line of Unit 24 to the point of beginning; thence continuing North 00 degrees 11 minutes 53 seconds West 333.81 feet to the Southwest corner of Unit 20; thence South 89 degrees 58 minutes 11 seconds East 831.06 feet along the South line of Liberty Place Condominiums to the Southeast corner of Unit 16; thence South 00 degrees 11 minutes 50 seconds East 334.21 feet; thence North 89 degrees 56 minutes 34 seconds West 831.06 feet along the north line of Candlelight Manor, also being the South line of the North 1/2 of the Southeast 1/4 of the southeast 1/4 of said Section 5 to the point of beginning. Also, Units 23 and 24, Liberty Place, a condominium according to its Master Deed, recorded in Liber 1394, Pages 803 through 846 inclusive, as amended by the first amendment to the Master Deed, recorded in Liber 1495, Pages 34 through 40 inclusive, the second amendment to the Master Deed, recorded in Liber 1519, Pages 8 through 15 inclusive, and the third amendment to the Master Deed, recorded in Liber 1660, Pages 785 through 789 inclusive, Allegan County records and designated as Allegan County Subdivision Plan No. 51, with rights in the General Common Elements and Limited Common Elements as stated in the Master Deed and pursuant to Act 59 of the Public Acts of Michigan of 1978, as amended, together with and subject to easements and restrictions of record and all governmental limitations.

(hereinafter referred to as "Premises"). The Premises is designated as Allegan County Subdivision Plan No. 86.

WHEREAS, the Grantor, on behalf of its members and as authorized in the Master Deed of Liberty Court, recorded in Liber 1664, Page 808, Allegan County Records, as amended, desires to convey and Grantee desires to purchase a permanent easement for the location, use and maintenance of utilities with appurtenances through, across, over and under the Premises within the Easement Premises (defined below) in accordance with plans and specifications developed by the Grantor and approved by the Grantee, which shall become a public utility upon its construction and dedication by the Grantor and acceptance by the Grantee; and agrees as follows:

1. For the consideration of the mutual promises contained herein and for the sum of One Dollar ($1.00) to be paid by Grantee to Grantor, Grantor hereby grants, bargains, and conveys to Grantee a perpetual non-exclusive utility easement for purposes hereinafter described under, over, across and below the property described herein, and as shown in the Master Deed of Liberty Court, recorded in Liber 1664, Page 808, Allegan County Records, as amended, on the Utility Plan of said Master Deed, at Liber 2870, Page 102, Allegan County Records, which document page is attached as **Exhibit A** and incorporated herein by reference (hereinafter referred to as the "Easement Premises"). The Easement Premises includes such areas consistent with the electric, telephone and cable television utility easements in Exhibit A, which shall remain in full force and effect.

2. The grant of said easement shall be for the purpose of using the Easement Premises for establishing electrical and communication distribution equipment including, but not limited to, distribution lines, wires, cable, conduit, fiber optic cable and other necessary or useful improvements or equipment for the production and distribution of telecommunications, cable or electric services and other related facilities through, across, on and under the Easement Premises.

3. As incident to and in conjunction with the grant of this easement, Grantor hereby grants to Grantee the rights of ingress and egress to and over the Premises for the purpose of doing anything necessary, useful or convenient for the enjoyment of the easement herein granted and together with all other rights, easements, privileges and appurtenances to the Easement Premises which may be necessary for the full enjoyment of all rights granted herein.

4. In conjunction with exercising its easement rights, Grantee agrees it shall promptly restore, at Grantee's expense, all damages and disturbed areas to substantially the same condition as existed immediately prior to exercising its easement rights, insofar as is reasonably possible.

5. Grantor shall not plant any trees within the Easement Premises. Grantee shall have the right from time to time hereafter to enter the Easement Premises to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation and obstruction within the Easement Premises area, if any, but only to the extent reasonably necessary to protect its utilities. Grantor agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pit, well, foundation, engineering works, fencing, installation or any other type of structure over, under, or on said Easement Premises area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Grantee expressly allowing the aforementioned. Grantor releases any and all claims to damage arising from or incidental to the exercise by Grantee of any of the foregoing powers.

6. This easement shall be binding upon the Grantor, its heirs, successors, and assigns and shall run with the land. Non-use or limited use of the easement herein granted shall not cause a termination of the rights granted hereunder.

This instrument is exempt from County Real Estate Transfer Tax pursuant to MCL 207.505(h) and from State Real Estate Transfer Tax pursuant to MCL 207.526(i).

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the day and year first above written.

Dated this 23rd day of Feb., 2026.

GRANTOR:

Liberty Court Association

By Brent Hoitenga
Name: Brent Hoitenga
Title: Treasurer.

State of Michigan)
) ss
County of Ottawa)

The foregoing instrument was acknowledged before me this 23rd day of Feb., 2026, by Brent Hoitenga, as treasurer, on behalf of Liberty Court Association who did execute the foregoing Grant of Utility Easement and acknowledged said instrument to be their free act and deed.

KAY LYNN DEMANN
Notary Public, State of Michigan
County of Ottawa
My Commission Expires April 4, 2027
Acting in the County of Ottawa

By: _____, Notary Public
County of: _____
My Commission Expires: _____
Acting in _____ County

This Instrument Prepared By:
Rachel L. Hillegonds
Cunningham Dalman, P.C.
321 Settlers Rd., PO Box 1767
Holland, MI 49423
616-392-1821

Exhibit "A"
Easement Premises

LIBER 2870 PAGE 102

Page 5 of 6

ACCEPTANCE OF UTILITY EASEMENT

Pursuant to Council Action _____, the City of Holland, a Michigan municipal corporation, has accepted the Grant of Utility Easement attached hereto this ___ day of _____, 2026, and the terms of use set forth therein.

Dated this ____ day of _____, 2026.

CITY OF HOLLAND

APPROVED AS TO FORM:
CITY OF HOLLAND

Vincent L. Duckworth
City Attorney
Date: March 13, 2026

By_____
Nathan Bocks, Mayor

By_____
Brenda Katerberg, City Clerk

STATE OF MICHIGAN)
) ss.
County of Ottawa)

This instrument was acknowledged before me in Ottawa County, Michigan, on this _____ day of _____, 2026, by Nathan Bocks and Brenda Katerberg, the Mayor and City Clerk, respectively, of the City of Holland, a Michigan municipal corporation, on behalf of the City of Holland.

_____
By:_____, Notary Public
County of: _____
My Commission Expires: _____
Acting in _____ County

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **Grant of Utility Easement - Trillium Condominium Association**

Utility Services Department

Introduction:

Trillium Condominium Association has approved an easement that will permit the construction of fiber infrastructure on and through their properties to provide fiber service to residents in the area.

Recommendation:

Approve an easement with the Trillium Condominium Association pending approval as to form by the City Attorney.

Description:

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.

Respectfully submitted,

David G. Koster
General Manager

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

Attachments:
2026-04-06 Trillium Condos Grant of Easement

Report prepared by: *Pete Hoffswell, Superintendent of Broadband Services*

GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT is entered into this 11 day of March, 2026, between **Trillium Condominium Association**, whose mailing address is PO Box 2397, Holland, MI 49422 (hereinafter referred to as "Grantor"), and the **City of Holland**, a municipal corporation of Ottawa and Allegan Counties, Michigan, of 270 South River Avenue, Holland, Michigan 49423 (hereinafter referred to as "Grantee").

WHEREAS, the members of Grantor are the fee title owners of real property in the City of Holland, County of Allegan which is legally described as:

> Part of the Southeast 1/4 of Section 5, Town 4 North, Range 15 West, City of Holland, Allegan County, Michigan, described as beginning at a point on the North and South 1/4 line of Section 5 distant South 00 degrees 05 minutes 28 seconds East 971.26 feet from the Central 1/4 corner of Section 5 and proceeding thence South 89 degrees 58 minutes 00 seconds East 33.11 feet; thence North 00 degrees 11 minutes 9 seconds West 85 feet; thence North 89 degrees 5 minutes 00 seconds East 154.65 feet; thence South 21 degrees 31 minutes 10 seconds East 91.79 feet; thence South 89 degrees 58 minutes 00 seconds East 436.88 feet; thence South 00 degrees 08 minutes 41 seconds East 69.70 feet; thence South 70 degrees 42 minutes 10 seconds West 471.24 feet; thence North 54 degrees 41 minutes 39 seconds West 61.67 feet; thence North 35 degrees 18 minutes 21 seconds East 60.50 feet; thence North 54 degrees 37 minutes 30 seconds West 149.67 feet; thence on a curve to the left, an arc of 47.19 feet, a central angle of 35 degrees 20 minutes 30 seconds, a radius of 76.50 feet and a chord bearing North 72 degrees 17 minutes 45 seconds West 46.44 feet; thence North 89 degrees 58 minutes 00 seconds West 31.96 feet; thence North 00 degrees 05 minutes 28 seconds West 40.00 feet to the Point of Beginning, containing 2.3 acres. (hereinafter referred to as "Premises"). The Premises is designated as Allegan County Subdivision Plan No. 89.

WHEREAS, the Grantor, on behalf of its members and as authorized in the Master Deed of Trillium Condominiums recorded at Liber 1691, Page 420, as amended, desires to convey and Grantee desires to purchase a permanent easement for the location, use and maintenance of utilities with appurtenances through, across, over and under the Premises within the Easement Premises (defined below) in accordance with plans and specifications developed by the Grantor and approved by the Grantee, which shall become a public utility upon its construction and dedication by the Grantor and acceptance by the Grantee; and agrees as follows:

1. For the consideration of the mutual promises contained herein and for the sum of One Dollar ($1.00) to be paid by Grantee to Grantor, Grantor hereby grants, bargains, and conveys to Grantee a perpetual non-exclusive utility easement for purposes hereinafter described under, over, across and below the property described herein, and as shown in the Master Deed of Trillium Condominiums recorded at Liber 1691, Page 420, as amended, on the Utility Plan of said Master Deed, at Liber 2228, Page 913 of the First Amendment to Master Deed of Trillium Condominiums, which document page is attached as **Exhibit A** and incorporated herein by reference (hereinafter referred to as "the Easement Premises"). The Easement Premises includes such areas consistent with the utility easements provided to the Grantee in Exhibit A, which shall remain in full force and effect, and generally runs through and adjacent to the Trillium Court right of way.

2. The grant of said easement shall be for the purpose of using the Easement Premises for establishing electrical and communication distribution equipment including, but not limited to, distribution lines, wires, cable, conduit, fiber optic cable and other necessary or useful improvements or equipment for the production and distribution of telecommunications, cable or electric services and other related facilities through, across, on and under the Easement Premises.

3. As incident to and in conjunction with the grant of this easement, Grantor hereby grants to Grantee the rights of ingress and egress to and over the Premises for the purpose of doing anything necessary, useful or convenient for the enjoyment of the easement herein granted and together with all other rights, easements, privileges and appurtenances to the Easement Premises which may be necessary for the full enjoyment of all rights granted herein.

4. In conjunction with exercising its easement rights, Grantee agrees it shall promptly restore, at Grantee's expense, all damages and disturbed areas to substantially the same condition as existed immediately prior to exercising its easement rights, insofar as is reasonably possible.

5. Grantor shall not plant any trees within the Easement Premises. Grantee shall have the right from time to time hereafter to enter the Easement Premises to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation and obstruction within the Easement Premises area, if any, but only to the extent reasonably necessary to protect its utilities. Grantor agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pit, well, foundation, engineering works, fencing, installation or any other type of structure over, under, or on said Easement Premises area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Grantee expressly allowing the aforementioned. Grantor releases any and all claims to damage arising from or incidental to the exercise by Grantee of any of the foregoing powers.

6. This easement shall be binding upon the Grantor, its heirs, successors, and assigns and shall run with the land. Non-use or limited use of the easement herein granted shall not cause a termination of the rights granted hereunder.

This instrument is exempt from County Real Estate Transfer Tax pursuant to MCL 207.505(h) and from State Real Estate Transfer Tax pursuant to MCL 207.526(i).

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the day and year first above written.

Dated this 11 day of March, 2026.

GRANTOR:

Trillium Condominium Association

By Patrick O. Connor
Name: Patrick O'Connor
Title: Board Member

State of Michigan)
) ss
County of Ottawa)

The foregoing instrument was acknowledged before me this 11 day of March, 2026, by Patrick O'Connor, as Board Member, on behalf of Trillium Condominium Association, who did execute the foregoing Grant of Utility Easement and acknowledged said instrument to be their free act and deed.

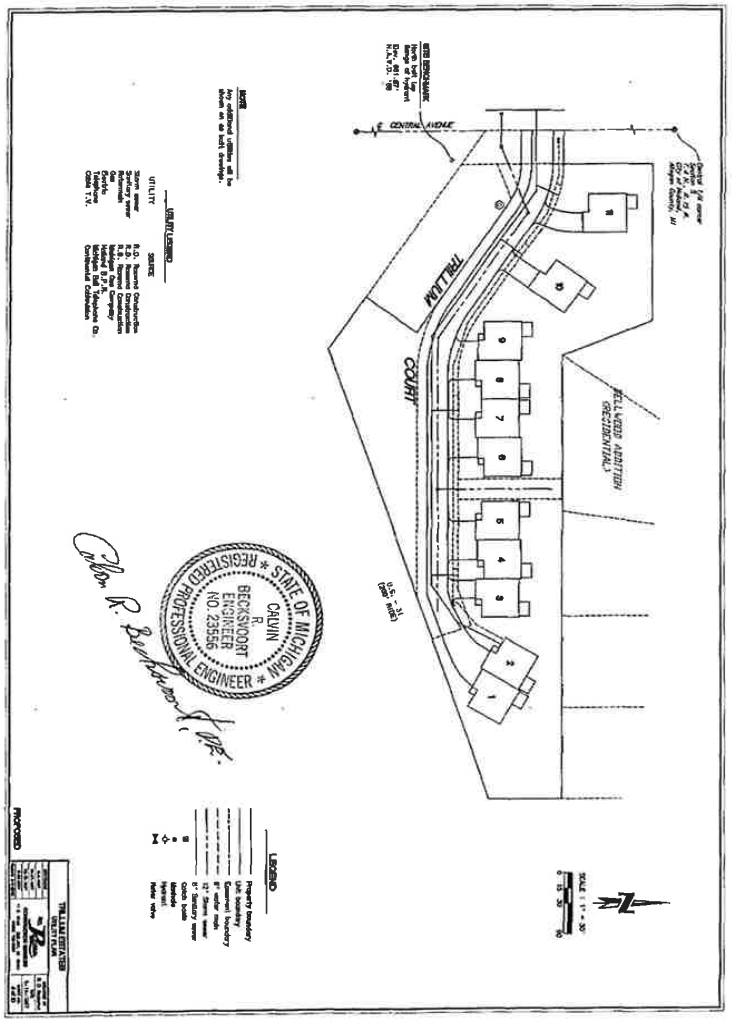
Lynn M Sluiter

By: Lynn M Sluiter, Notary Public
County of: Ottawa
My Commission Expires: 10-17-2026
Acting in Ottawa County

Lynn M Sluiter
Notary Public of Michigan
Ottawa County
Expires 10/17/2026
Acting in the County of Ottawa

This Instrument Prepared By:
Rachel L. Hillegonds
Cunningham Dalman, P.C.
321 Settlers Rd., PO Box 1767
Holland, MI 49423
616-392-1821

Exhibit "A"
Easement Area



ACCEPTANCE OF UTILITY EASEMENT

Pursuant to Council Action _____, the City of Holland, a Michigan municipal corporation, has accepted the Grant of Utility Easement attached hereto this ___ day of _____, 2025, and the terms of use set forth therein.

Dated this ____ day of _____, 2025.

CITY OF HOLLAND

APPROVED AS TO FORM:
CITY OF HOLLAND

Vincent L. Duckworth
City Attorney
Date: April 1, 2026

By_____
Nathan Bocks, Mayor

By_____
Brenda Katerberg, City Clerk

STATE OF MICHIGAN)
) ss.
County of Ottawa)

This instrument was acknowledged before me in Ottawa County, Michigan, on this _____ day of _____, _____, by Nathan Bocks and Brenda Katerberg, the Mayor and City Clerk, respectively, of the City of Holland, a Michigan municipal corporation, on behalf of the City of Holland.

_____
By:_____, Notary Public
County of: _____
My Commission Expires: _____
Acting in _____ County

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **2026 Sanitary Sewer and Manhole Condition Assessment Project**

Utility Services Department

Introduction:

This recommendation is for the approval of a contract for 63,300 lineal feet of sanitary sewer to be cleaned and televised as well as the inspection of 270 sanitary manholes.

Recommendation:

Approve 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.

Description:

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 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.

Respectfully submitted,

David G. Koster
General Manager

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

Attachments:
2026-04-06 Exhibit B - Plummer's Environmental Services Proposal
2026-04-06 RFP 2026 Sewer & MH Condition Assessment
2026-04-06 Plummer's Environmental Services Contract

Report prepared by: *Ashley Williams - Water & Wastewater Services*

SECTION 00300

PROPOSAL

TO: The Honorable Mayor and Members of the City Council:

The undersigned as bidder declares that they have familiarized themselves with the location of the proposed Work and the conditions under which it must be constructed; also, that they have carefully examined the plans, specifications and contract documents which they agree that they will contract with the City of Holland to furnish labor, material, tools and equipment necessary to do all the Work specified and prescribed and will accept in full payment therefore the sum of:

SECTION I – BASE BID

Pay Item No.	Description	Estimated Quantity	Unit Price	Amount
1	Mobilization, Max $10,000	1 LSUM	$0.00	$0.00
2	Sanitary Main, Clean/CCTV, 8 inch	39,001 LFT	$1.41	$54,991.41
3	Sanitary Main, Clean/CCTV, 10 inch	8,173 LFT	$1.41	$11,523.93
4	Sanitary Main, Clean/CCTV, 12 inch	5,224 LFT	$1.41	$7,365.84
5	Sanitary Main, Clean/CCTV, 21 inch	753 LFT	$1.57	$1,182.21
6	Sanitary Main, Clean/CCTV, 24 inch	1,180 LFT	$1.70	$2,006.00
7	Sanitary Main, Clean/CCTV, 27 inch	2,636 LFT	$1.70	$4,481.20
8	Sanitary Main, Clean/CCTV, 36 inch	6,318 LFT	$1.77	$11,182.86
9	Heavy Cleaning/Root Removal	20 HRS	$225.00	$4,500.00
10	Sanitary Manhole Inspection	266 EA	$30.00	$7,980.00
11	Vactor Truck (Hourly Rate)	20 HRS	$225.00	$4,500.00
12	CCTV Truck (Hourly Rate)	20 HRS	$225.00	$4,500.00

TOTAL CONTRACT COST (SUM OF PAY ITEMS 1 THRU 12)

$114,213.45

One hundred fourteen thousand, two hundred thirteen dollars and forty-five cents

(TOTAL WRITTEN AMOUNT)

In submitting this bid, it is understood that the right is reserved by the City of Holland, Michigan to reject any or all bids and to waive any irregularities in bidding. It is agreed that this bid may not be withdrawn for ninety (90) calendar days from the opening thereof.

The undersigned hereby agrees that, if this foregoing Proposal shall be accepted by the City of Holland, they will after being notified of award, furnish the required insurance and execute a contract in conformity with the form of contract incorporated herein and furnish the required insurance as specified within ten (10) calendar days after the above said notification of award.

The undersigned hereby agrees to commence Work under this Contract within ten (10) calendar days after the issuance of a written Notice to Proceed by the Owner unless otherwise specified. The undersigned further agrees to complete all work according to the PROGRESS CLAUSE as outlined in Section 00206 – Instructions to Bidders.

As provided in the Supplemental General Conditions, the Owner agrees to furnish normal Construction Contract Administration (CCA) for the project, at no cost to the Contractor, until the completion date stated in the Contract. After that date, or before that date if the CCA is abnormal, the successful Bidder shall reimburse the Owner Liquidated Damages at the rate of $1,000 per calendar day and at a rate of $500 per CCA-day for Construction Inspector.

If the Bidder is a corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Bidders shall identify business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership, (naming partners), and indicate official capacity of person executing Proposal and Bid.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum No. _____ Date_____Addendum No._____Date_____

Addendum No. _____ Date _____Addendum No._____Date_____

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

CONTRACTOR: GFL Environmental Services USA, LLC - DBA Plummer's Environmental Services

a duly organized:____ proprietorship;____ partnership; or ____ corporation authorized to do business in Michigan.

BY _____ Operations Manager Municipal Services
(Signature) (Title)

BY Dave Van Dyken 2-23-2026
(Print or Type Name of Signer) (Date)

10075 Sedroc Industrial Dr.
(Address)

Byron Center MI 49315
(City) (State) (Zip Code)

Telephone No. 616-877-3930 Fax No._____

Email davidv@plummersenv.com Federal Employer ID Number 83-2213946

Bidder, if a Corporation, shall cause the following Certificate to be executed:

CORPORATION CERTIFICATE

I, _____ , certify that I am a duly authorized officer of the Corporation entitled _____,

incorporated under the laws of the state of _____, licensed to do business in the State of Michigan and do certify that the following named persons:

1. _____ _____
(Name) (Title)

2. _____ _____
(Name) (Title)

3. _____ _____
(Name) (Title)

4. _____ _____
(Name) (Title)

by authority of the above-named corporation's Board of Directors and within the scope of its corporate power, are authorized to sign the Proposal, the Agreement, the Contract Bonds, and all other Contract Documents related to this Contract.

BY _____ _____
(Name) (Title)

BY _____ _____
(Name) (Date)

Signed and Sealed this _____day of _____, 20___.

AFFIX
CORPORATE
SEAL

SUBCONTRACTORS FOR MISCELLANEOUS WORK

The following subcontractors will be employed for the work listed on this project, if applicable.

Subcontractors shall not be changed after the list is submitted except by mutual consent of the Owner and the Contractor.

Trade Name

The Contractor agrees that he will submit the value of each subcontract listed above within five (5) days after being notified of the acceptance of his bid.

END OF SECTION

HOLLAND BOARD OF PUBLIC WORKS
HOLLAND, MICHIGAN

2026 SEWER & MH CONDITION ASSESSMENT PROGRAM (SWR107)

February 2026

Holland Board of Public Works
625 Hastings Avenue
Phone 616.355.1598

2026 SEWER & MH CONDITION ASSESSMENT PROGRAM NUMBER SWR107

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	Appendix B - Overall Area Map & Inset Map	

CITY OF HOLLAND, MI
BOARD OF PUBLIC WORKS (HBPW)
ADVERTISEMENT FOR BIDS
CLOSING DATE **February 27th, 2026**

All proposals for the 2026 Sanitary Sewer CCTV Project (SWR107) will be received via email to awilliams@hollandbpw.com until **2:00 PM, local time February 27th, 2026**. All bids will be read virtually. A virtual meeting invite will be provided at a later date.

The project consists of the following lengths of sanitary sewer to be televised:

- 39,001 LFT of 8”
- 8,173 LFT of 10”
- 5,224 LFT of 12”
- 753 LFT of 21”
- 1,180 LFT of 24”
- 2,636 LFT of 27”
- 6,318 LFT of 36”

This project also consists of approximately 266 sanitary manholes to be inspected.

Work is expected to begin after **April 1st, 2026,** and shall be completed on or before **September 1st, 2026.**

Electronic bid documents may be obtained via email request to Ashley Williams at awilliams@hollandbpw.com.

The right to accept or reject any or all offers, in whole or in part, to waive any informality therein and to award the contract to other than the low bidder is reserved by the City of Holland and its Board of Public Works.

Questions can be directed to Ashley Williams, awilliams@hollandbpw.com W/WW Services Civil Engineer, 625 Hastings Avenue, Holland, MI 49423, 616.355.1641.

END OF SECTION

SECTION 00206

1. PROPOSAL

A. The City of Holland, as Owner, invites bids on the form attached hereto, all blanks of which must be appropriately filled in for the bid to be valid. Bids will be received at the time and place stated in the "Advertisement for Bids".

B. All Bids must be prepared on the form of Proposal provided for that purpose and shall be in conformity with, and based upon, the requirements of the Contract Documents.

C. Erasures or changes in the Proposal must be initialed by the Bidder.

D. The Contract will be based on completion of the work according to the Contract Documents, all in the time and manner as therein set forth.

2. ESTIMATE OF QUANTITIES

A. The estimated quantities of the several scheduled items of work involved in the execution of this Contract are set forth in the Proposal, and are to be used for comparison of the Proposals received. The actual quantities may be greater or less. The Owner reserves the right to increase or decrease any or all of these quantities and the Contractor will be paid for the actual amount of work completed and accepted at the prices stated in his Proposal. The method of payment for the various items will be as described in the Specifications.

B. **The work completed within this RFP will be evaluated based on performance with the potential for contract renewal.**

3. BID PRICES

A. The bid prices shall cover costs of any nature, incident to and growing out of the work, in explanation but not in limitation thereof the prices stated in the Proposal by the bidder, shall include the cost of everything necessary for the performance and completion of this Contract in the manner and time prescribed, including the furnishing of all materials, tools, equipment, transportation, labor, supervision, all costs on account of loss by damage or destruction of the work and unforeseen difficulties encountered, for settlement of damages, for replacement of defective work and materials, and for all else necessary therefore and incidental thereto.

4. FORM OF PROPOSAL

A. Electronic proposals may be obtained via email request to Ashley Williams at awilliams@hollandbpw.com unless out of office then send to brichey@hollandbpw.com

B. Physical proposals are to be made upon the attached Form of Proposal of which additional copies may be obtained at the office of the Owner:

Ashley Williams, Civil Engineer
City of Holland Board of Public Works

625 Hastings Avenue
Holland, MI 49423

5. LEGAL STATUS OF BIDDER

A. The legal status of the bidder (corporation, partnership, or individual) shall be stated in the Proposal. A corporation bidder shall give the state in which incorporated; a partnership bidder shall give the full names of all partners. Partnership and individual bidders will be required to state in the Proposal the names of all persons interested therein.

6. ADDRESS OF THE BIDDER

A. The place of residence of each bidder, or the office address in the case of a firm or company, with city and state, must be given after his signature.

7. AGENCY

A. Anyone signing a Proposal as an agent of another or others must submit with his Proposal evidence of his legal authority to do so.

8. BID SECURITY

A. Each bid must be accompanied by a bid bond, or a certified check duly executed by the Bidder as principal and having surety thereon a surety company approved by the City, in the amount of 5% of the bid as a guarantee on the part of the Bidder that he will, if called upon to do so, enter into contract in the attached form, to do the work covered by such proposal and at the price stated therein and to furnish acceptable surety for its faithful and entire fulfillment. The certified check will be returned to all except the three lowest bidders within three days after the opening of bids. The remaining checks will be returned promptly after the City and the accepted Bidder have executed the contract, or if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

9. EXECUTION OF THE CONTRACT

A. The bidder to whom the Contract is awarded will be required to execute the Contract, in the attached form and to furnish sureties as hereinafter specified, within fifteen (15) days (Sundays and legal holidays excepted) after the award; and in case of his refusal or failure to do so, he may be considered by the Owners to have abandoned his right and interest in the Contract; and his certified check or bid bond may be declared to be forfeited to the Owner as liquidated damages and the Contract may be awarded to another bidder.

10. EXPLANATION BY ADDENDUM

A. No verbal answers to inquiries regarding the meaning of the drawings or specifications, or verbal instructions previous to the award of the Contract will be given. Any verbal statements regarding same by any person, previous to the award, shall not be authoritative.

B. Explanations desired by Bidder shall be requested of the BPW in writing, and if explanations are necessary, a reply will be made in the form of an Addendum, a copy of which will be forwarded to each bidder whose work is affected. Every request for such explanation shall be in writing addressed to: **Civil Engineer at awilliams@hollandbpw.com**, Holland BPW, 625 Hastings Avenue, Holland, Michigan 49423.

C. Addendum's issued to bidders prior to date of receipt of Proposals shall become a part of the specifications, and all proposals shall include the work described in the Addendums.

D. No inquiry received within five (5) days of the date fixed for the opening of bids will be given consideration.

E. Any and all such interpretations and any supplemental instructions will be in the form of a written Addendum which, if issued, will be mailed by certified mail with return receipt requested, or sent electronically to all prospective Bidders (at the respective address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive such Addendum shall not relieve such bidder from any obligation under his bid as submitted.

11. EXAMINATION OF SITES, DRAWINGS, ETC.

A. Each bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine and be familiar with the drawings and contract documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

12. PROGRESS CLAUSE

A. Start work within ten (10) days after receiving notice of award of contract or on or before the date designated as the starting date in the Detailed Progress Schedule. In no case shall any work be commenced prior to receipt of formal notice of award by the department.

B. The project shall remain open until such time that the seeded turf may be inspected to ensure that the end product is well established, weed free, in a growing and vigorous condition and contains the species called for in the seeding mixture.0

C. The approved low bidder(s) for the work covered by this proposal shall be required to participate in a preconstruction meeting with local agency owner and/or department representatives to work out a detailed progress schedule. The schedule for this meeting will be set within one week after the approved low bidder is determined. The named subcontractor(s) for Designated and/or Specialty Items, as shown in the proposal, is recommended to be at the scheduled meeting if such items materially affect the work schedule. The Holland Board of Public Works will arrange the time and place for the meeting.

D. The Progress Schedule shall include, at a minimum, the controlling work items for the completion of the project and the planned dates (or work for a work day project) that these work items will be controlling operations. When specified in the bidding proposal, the date shall also be included in the project schedule. If the bidding proposal specifies other controlling dates, these shall also be included in the Progress Schedule. Failure on the part of the contractor to carry out the provisions of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

13. BONDS AND INSURANCE

A. The successful bidder will be required to execute bonds and insurance as set forth in the Advertisement and the General Conditions.

14. CONFORMITY TO CONTRACT AND SPECIFICATIONS

A. Proposals must be made in full conformity to all the conditions as set forth in the Drawings and Specifications attached hereto.

15. AVAILABILITY OF MATERIALS

A. The Owner reserves the right to withhold awarding of the Contract to the lowest responsible bidder for a reasonable period of time so that the successful bidder can furnish certifications and other proof that he has made arrangements to obtain the necessary materials and that these materials will be available to him in sufficient quantities so that the work can be carried on and completed within the specified time limit.

16. RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS

A. The Owner reserves the right to accept any Proposal, to reject any or all Proposals, and to waive any defect or irregularity in any Proposal if it appears advantageous to the Owner to do so. Owner reserves the right to award the Contract to the lowest responsible bidder as defined by the purchasing ordinance of the City of Holland under the purchasing powers of the Holland Board of Public Works.

B. In particular, any alterations, erasure, or interlineation in the specifications which are made part specifically of these instructions, or of the Form of Proposal, shall render the accompanying Proposal irregular and subject to rejection by the Owner. In case any explanation, additions, or alterations are to be offered, they shall be indicated on separate sheets attached to the Proposal form and referred to therein. Proposals that are clearly unbalanced will also be considered as irregular, and will be subject to instant rejection by the Owner.

17. WITHDRAWING PROPOSAL

A. A Proposal after being submitted may be withdrawn when request therefore is made in writing by the Bidder before the time designated in the Advertisement for opening of Proposals.

18. LEGAL CONDITIONS

A. Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan and with the ordinances and regulations of the City of Holland, and any other governing agencies in whose jurisdiction which the work is to be done, with respect to the carrying on of public improvements.

19. BIDDERS ABILITY

A. It is the intention of the Owner to award the Contract for this job to a Contractor whose construction skills and financial resources are fully equal to the task of executing the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Contractor shall furnish at least three (3) references concerning his ability to do this particular class of work. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If the Contract is awarded to a foreign company, a certificate of authority to do business in this state must accompany the executed Contract.

20. PAY ITEMS

A. Only those items listed in the Proposal are pay items, and any other work called for by either plans or specifications is classified as incidental and the cost shall be included in other prices bid in the Proposal.

21. SUB SOIL CONDITIONS

A. The Contractor, as such and as bidder, shall make his own determination as to soil conditions and shall assume all risk and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Owner. This shall apply whether or not borings are shown on the drawings.

22. ORDER OF WORK

A. The right to prescribe the order in which the work called for under this Contract is to be done and will be retained by the City.

23. SUNDAY AND HOLIDAY WORK

A. No work shall be performed pursuant to this Contract on Sundays or BPW Holidays except of any emergency nature that is necessary in order to safeguard life and property. Permission must be obtained in advance from the Holland BPW Civil Engineer for Sunday or Holiday work. The Contractor shall notify the Holland BPW Civil Engineer at least two days in advance concerning work that he plans to perform on Sundays and Holidays.

24. FLOODWAY AND WETLAND PROTECTION

A. No removed material shall be disposed of in any designated floodway under the jurisdiction of the Federal Emergency Management Agency or National Wetlands under the jurisdiction of the U.S. Department of the Interior Fish and Wildlife Service.

25. CONTRACTOR'S LIABILITY

A. The Contractor represents and agrees that he has sufficient skill and experience to determine a Contract price for the performance of the work in conformity with the drawings and specifications. Unless the Contractor shall give written notice of any claimed ambiguities in the drawings and specifications to the Engineer prior to the submission of the Contractor's bid, it shall be conclusively presumed that the Contractor has exercised his aforementioned skill and experience and finds the drawings and specifications sufficient and free from ambiguities for the purpose of determining his Contract price for the performance of the work in conformity with the drawings and specifications. Submission of a bid without prior written notice to the Engineer of any claimed ambiguities in the drawings and specifications shall constitute a waiver of any and all claims by the Contractor based upon any claimed ambiguities in the drawings or specifications.

B. The Contractor agrees that he is thoroughly familiar with the work to be done under this Contract and is familiar with all safety regulations of the State and Federal governments applicable to the work and will provide experienced and qualified full time superintendents, supervision and direction of all work done under this Contract.

26. EXPERIENCE AND FINANCIAL STATEMENT

A. If required by the Owner, each bidder under consideration shall submit a statement of his experience and financial status.

27. OWNER'S RIGHT TO ENGAGE IN COMPETITIVE NEGOTIATIONS

A. In the event the Owner determines that the lowest responsible bid after bid opening exceeds the Owner's estimated cost of the project to be performed by the acceptance of the lowest responsible bidder, the Owner may, in its discretion, engage in competitive negotiations with the two- (2) lowest responsible bidders. The Owner, through its Engineer, shall submit cost modifications to the two- (2) lowest responsible bidders, who shall submit the modifications to its bid to the engineer within the time specified for submission. Based upon competitive negotiation, the Owner may determine the lowest responsible bidder, and may award the contract based upon the determination, which the Owner believes, is in its best interest.

END OF SECTION

SECTION 00300

PROPOSAL

TO: The Honorable Mayor and Members of the City Council:

The undersigned as bidder declares that they have familiarized themselves with the location of the proposed Work and the conditions under which it must be constructed; also, that they have carefully examined the plans, specifications and contract documents which they agree that they will contract with the City of Holland to furnish labor, material, tools and equipment necessary to do all the Work specified and prescribed and will accept in full payment therefore the sum of:

SECTION I – BASE BID

Pay Item No.	Description	Estimated Quantity	Unit Price	Amount
1	Mobilization, Max $10,000	1 LSUM		
2	Sanitary Main, Clean/CCTV, 8 inch	39,001 LFT		
3	Sanitary Main, Clean/CCTV, 10 inch	8,173 LFT		
4	Sanitary Main, Clean/CCTV, 12 inch	5,224 LFT		
5	Sanitary Main, Clean/CCTV, 21 inch	753 LFT		
6	Sanitary Main, Clean/CCTV, 24 inch	1,180 LFT		
7	Sanitary Main, Clean/CCTV, 27 inch	2,636 LFT		
8	Sanitary Main, Clean/CCTV, 36 inch	6,318 LFT		
9	Heavy Cleaning/Root Removal	20 HRS		
10	Sanitary Manhole Inspection	266 EA		
11	Vactor Truck (Hourly Rate)	20 HRS		
12	CCTV Truck (Hourly Rate)	20 HRS		

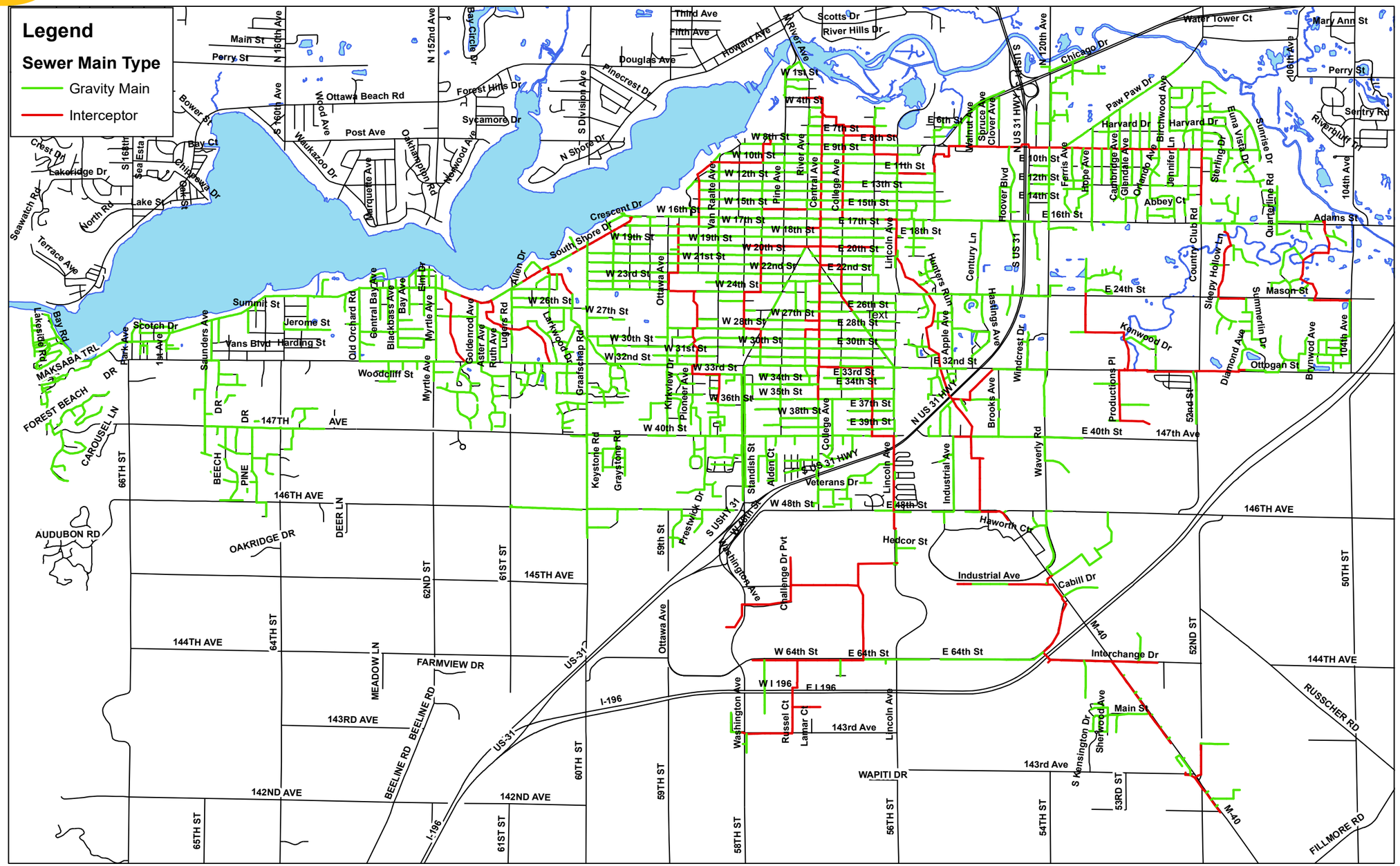
TOTAL CONTRACT COST (SUM OF PAY ITEMS 1 THRU 12)

_____

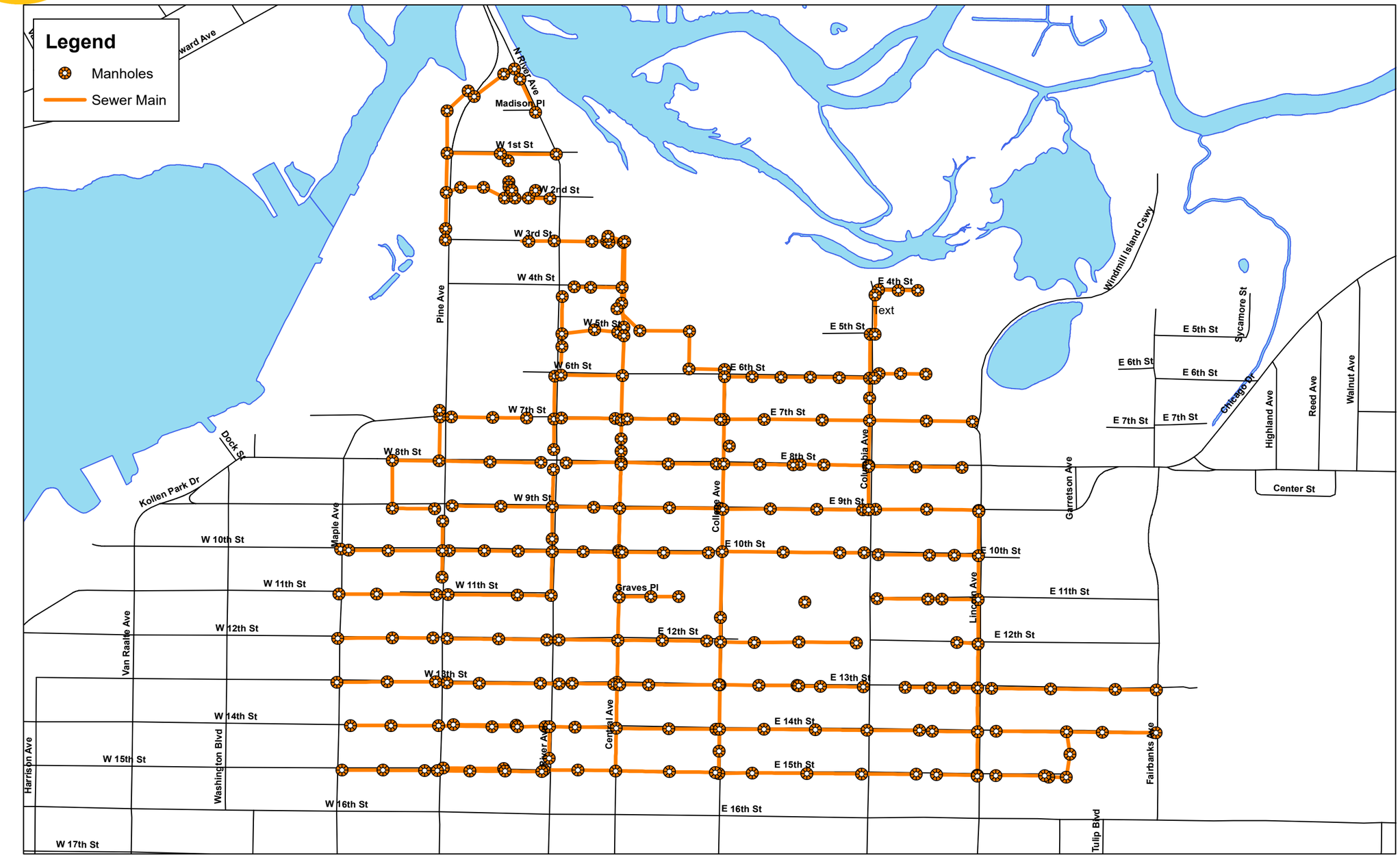
_____

(TOTAL WRITTEN AMOUNT)

Overview of BPW Sanitary Sewer



2026 Sanitary Manholes and Mains to Inspect



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

This Construction Services Contract is entered into this 26th day of March, 2026, 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 **Plummer's Environmental Services Inc**, a **Michigan** corporation **("Contractor"),** which has offices located at **10075 Sedroc Industrial Dr, Byron Center, MI, 49315**.

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 scope of services ("Work") described in the following exhibits:

Exhibit A: Holland Board of Public Works RFP titled 2026 Sewer & MH Condition Assessment Program (SWR107), dated February 9th, 2026.

Exhibit B: Plummer's Environmental Services Inc. 2026 Sewer & MH Condition Assessment Proposal dated February 25th, 2026.

Article 2-Compensation

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

Owner shall pay to the Contractor for Work performed pursuant to this Agreement**, the stipulated sum of one hundred fourteen thousand, two hundred thirteen dollars and forty-five cents ($114,213.45)** which shall be billed monthly in itemized billings to the Owner as work is completed. Execution and subsequent payment of this task will be authorized by the HBPW Representative designated in Article 3 as required for project completion. Any retainage required by **Exhibit A** shall not exceed the limits impose by MCL 125.1561, et seq., to the extent applicable.

2.2) The Contractor shall submit requests for payment to the Owner using, **Application and Certification for Payment form (Exhibit C).** The Contractor shall determine the amount of Work completed and the Owner shall verify completion of the Work and pay within thirty (30) days after verification of the completed Work.

2.3) All changes to the scope of Work must be submitted to the HBPW Representative and approved in writing by the Owner.

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, service 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, **Ashley Williams, (Civil Engineer)** 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 **May 1st, 2026 and shall be completed on or before December 31st, 2026.** Changes in the time of completion shall be in writing between the Owner and Contractor. Time is of the essence in the performance of the Work.

4.2) 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.

4.3) 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, if applicable 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 (l) year following completion of the Work, the Contractor shall correct, re-perform, or re-do the Work as may be required to the 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) Commercial 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 $_____ 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) **Exhibit C: Application and Certification for Payment**

9.2.5) **Certificate of Liability Insurance.**

9.2.6) **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 **Exhibit A** and then **Exhibit 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:_____, 2026

CONTRACTOR:

[_____]

By_____

Its _____

APPROVED AS TO FORM
CITY OF HOLLAND

By: _____
Vincent L. Duckworth
City Attorney

Dated: _____

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **Electric Production Telehandler Purchase**

Operations Department

Introduction:

This recommendation is for the purchase of a new Skytrak telehandler for usage at the Electric Production facilities.

Recommendation:

Approve a purchase order with MacAllister in the amount of $113,275.

Description:

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.

Respectfully submitted,

David G. Koster
General Manager

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

Attachments:
2026-04-06 MacAllister Quote
2026-04-06 Telehandler Capital Justification Form

Report prepared by: *Fred Heiser, Electric Production Maintenance Supervisor*

EQUIPMENT SALE QUOTE

INVOICE #
R83703402600

6190 CLYDE PARK AVE SW
BYRON CENTER, MI 49315

Payment Options

Pay Online at:
https://secure.billtrust.com/MACALLISTER/ig/signin

(800) 382-1896 M-F 8-5 EST

Mail Your Payment to: MacAllister Rentals
Dept. 78731
P.O. Box 78000
Detroit, MI 48278-0731

HOLLAND BOARD OF PUBLIC WORKS
625 HASTINGS AVE
HOLLAND, MI 49423

Contract #	Date	PO	Job Number	User	Page
7034026	2/18/26	NEW SKYTRAK QUOTE	1 - ENERGY PARK	WYNCALED	1

Customer #	Date Out	Date In	Job Location	Ordered By	Sales #
3427001		3/20/26 8:14	1 ENERGY PARKWAY, HOLLAND	FRED H	003693

Qty	Equipment Number	Price	Amount
1	5060565 CC: 050-6042 6K REACH FORK 42' Make: SKYTRAK Model: 6042 Serial #: 0160140506 NEW SKYTRAK 6042, 2025, CAB W/ HEAT IN STOCK, DEUTZ DIESEL, 15X19.5 AIR TIRE LED WORK LIGHTS, 50" CARRIAGE, 4X48 FORK BACKUP ALARM, 4 FENDERS, LOAD CAPACITY CHART, VINYL SEAT,	$110,000.00	$110,000.00
1	9999999 CC: 999-9999 MISCELLANEOUS RENTAL *STAR INDUSTRIES NEW 4'X 8' SAFETY WORK PLATFORM MODEL #1208C, 2 DAY LEAD TIME.	$3,275.00	$3,275.00

Sub-total	**$113,275.00**
Total	**$113,275.00**

All used machines are sold "AS IS" with no Warranties expressed or implied. New machines are sold with manufacturers standard warranty, unless otherwise noted.

Due upon invoice date unless otherwise specified herein. A service charge will apply to all past due accounts.

IMPORTANT! Please note and acknowledge safety instruction by initialing here: _____
By his/her Initial, Lessee will provide All safety accessories as required, per safety instructions. Initial here: _____

PAYMENT: Net-30 days from invoice date unless otherwise specified herein. A service charge will apply to all past due accounts.

RENTAL EQUIPMENT PROTECTION PLAN ("REP"): Lessee will purchase REP (terms at www.macallister.com/rep and incorporated herein by reference) if Lessee fails to obtain insurance coverage and provide MacAllister with proof of such coverage or if such insurance contains coverage amounts that are inadequate to cover the Equipment at any time.

TERMS AND CONDITIONS: The rental agreement terms and conditions found at www.macallister.com/rentalterms ("Rental Terms") are incorporated herein by this reference and apply to your rental of Equipment from or provision of Services by MacAllister (as defined in the Rental Terms). Please read carefully. This agreement includes an indemnification clause, a jury waiver, warranty disclaimers, and limitations of MacAllister's liability. By accepting delivery of or using the Equipment or Services or making payment(s) to MacAllister for the same, Lessee agrees to be bound by the Rental Terms and REP Terms, even if this Rental Out form has not been fully executed.

RMINV-12-3-2025-VGRAND17-02/19/26-08:14-QPADEV0037

Capital Project Justification Form

Project Overview

Requesting Department:	10155	Budgeted Fiscal Year(s):	FY26
Requesting Functional Area:	Holland Energy Park	Project Budget:	$150,000.00
Project title:	All Terrain Telehandler with man basket		
Project Description:	The telehandler is to be utilized for lifting, transporting, and placing heavy loads at ground level and high-level areas at Holland Energy Park and 48th St. The man basket will enhance process safety, strengthen risk controls for hand tools and equipment, eliminate ladder hazards for difficult areas to reach, thus creating and implementing safer procedures.		
Assumptions:	Will improve the response time for emergency repairs and plant outages.		

Justification (Check and complete applicable sections only)

☐ End of Life/Renewal	☐ System Expansion	☒ Risk Mitigation
☐ Customer Experience	☐ Regulatory/Legislative	☐ Financial

Explanation (include explanation for each justification checked above)

Purchase is expected to improve the response time for emergency repairs vs scheduling a telehandler lift rental that can take 3 to 5 days based on availability. It also protects against increased rental charges, and volitility of economic conditions. (inflation, tarrifs, etc.)

Payback Period (complete only for projects selecting Financial for justification)

Payback Period:	Years

Justification Reviews

Superintendent/Manager: Grant Kuzdas Date: 3/30/2026

Director: Date: 3/30/2026

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **Declaration of Surplus Material Spring**

Business Services Department

Introduction:

This recommendation is to approve a list of items to be donated, auctioned off, or sold, since they no longer meet Holland Board of Public Works departmental needs.

Recommendation:

Approve the attached lists of items as surplus.

Description:

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

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.

Attachments:
2026-04-06 Warehouse and Facilities Surplus
2026-04-06 Information Technology Surplus

Report prepared by: *Scott Scheib, Inventory & Facilities Specialist*

Information Technology Surplus

04/06/2026

Qty	Item Description	Serial/I.D. #	Acquisition Date	Age of Item
1	Latitude 7290	IT-11058	12/18/2019	5 years
1	Latitude 7290	IT-11059	12/18/2019	5 years
1	Latitude 7290	IT-11060	12/18/2019	5 years
1	iPad Mini	IT-11061	12/20/2019	5 years
1	iPad Mini	IT-11062	12/20/2019	5 years
1	iPad Mini	IT-11063	12/27/2019	5 years
1	Latitude 7290	IT-11064	4/27/2020	5 years
1	iPad Mini	IT-11065	1/6/2020	5 years
1	iPad Mini	IT-11066	1/7/2020	5 years
1	Latitude 7290	IT-11067	4/27/2020	5 years
1	Latitude 7290	IT-11068	4/27/2020	5 years
1	Latitude 7290	IT-11069	4/27/2020	5 years
1	Surface Pro 6	IT-11070	4/27/2020	5 years
1	Latitude 7290	IT-11071	4/27/2020	5 years
1	Latitude 7290	IT-11072	4/27/2020	5 years
1	Latitude 7290	IT-11073	12/31/2020	5 years
1	Vostro 5568	IT-11074	12/31/2020	5 years
1	Latitude 7290	IT-11075	8/10/2020	5 years
1	Latitude 7290	IT-11076	8/10/2020	5 years
1	Latitude 7290	IT-11077	8/10/2020	5 years
1	XPS 13 7390	IT-11078	8/13/2020	5 years
1	Surface Pro 6	IT-11079	8/13/2020	5 years
1	Surface Pro 6	IT-11080	4/27/2020	5 years
1	Latitude 5510	IT-11081	9/25/2020	5 years
1	iPad 4	IT-11082	9/9/2020	5 years
1	XPS 13 7390	IT-11083	9/25/2020	5 years
1	Surface Pro 6	IT-11084	9/25/2020	5 years
1	Latitude 7290	IT-11085	7/21/2023	5 years
1	XPS 13 7390	IT-11086	9/25/2020	5 years
1	OptiPlex 7080	IT-11088	7/21/2023	5 years
1	OptiPlex 7080	IT-11089	7/21/2023	5 years
1	Surface Pro 4	IT-11090	10/22/2020	5 years
1	Surface Pro 4	IT-11091	10/22/2020	5 years
1	XPS 13 7390	IT-11092	10/22/2020	5 years
1	iPad 6th Gen	IT-11093	10/26/2020	5 years
1	iPad 6th Gen	IT-11094	10/26/2020	5 years
1	OptiPlex 7080 Micro	IT-11095	11/6/2020	5 years
1	OptiPlex 7080 Micro	IT-11096	11/6/2020	5 years
1	OptiPlex 7080 Micro	IT-11097	11/6/2020	5 years

Qty	Item Description	Serial/I.D. #	Acquisition Date	Age of Item
1	OptiPlex 7080 Micro	IT-11098	11/6/2020	5 years
1	Surface Pro 7	IT-11099	11/20/2020	5 years
1	Cisco Unity Communications Server and accessories	IT-96006	12/2/2015	10 years
1	Latitude E5450	IT-10837	8/24/2016	10 years
1	Latitude E5470	IT-10880	9/13/2016	10 years
1	Latitude E5470	IT-10883	8/7/2017	10 years
1	Latitude 3379	IT-10938	8/6/2019	10 years
1	Vostro 5370	IT-11042	12/18/2019	10 years
1	Latitude 7290	IT-11060	1/6/2020	5 years
1	iPad Mini	IT-11065	8/13/2020	5 years
1	Surface Pro 6	IT-11079	9/25/2020	5 years
1	Surface Pro 6	IT-11084	7/19/2023	3 years
1	OptiPlex 7090	IT-11186	7/13/2023	3 years
1	XPS 9320	IT-11544	6/10/2024	2 years
1	XPS 7390	IT-11592	10/21/2024	2 years
1	XPS 13 7390 2 in 1	IT-11604	10/21/2024	2 years
1	XPS 13 7390 2 in 1	IT-11606	1/25/2011	10 years
1	PowerEdge R900	IT-90035	2/14/2011	10 years
1	PowerEdge R410	IT-90037	2/14/2011	10 years
1	PowerEdge R410	IT-90038	2/24/2012	10 years
1	PowerEdge R415	IT-90043	2/24/2012	10 years
1	PowerEdge R415	IT-90044	5/7/2013	10 years
1	PowerEdge R320	IT-90056	5/7/2013	10 years
1	PowerEdge R320	IT-90057	12/2/2015	10 years

Warehouse & Facilities Surplus

04/06/2026

Qty	Item Description	Serial/I.D. #	Acquisition Date	Age of Item
1	50KVA PADMOUNT TRANSFORMER – WORKS/OLD	78JF739199	5/15/79	46 YRS
1	112.5KVA PADMOUNT TRANSFORMER – WORKS/OLD	90J710172	8/20/90	35 YRS
1	75KVA PADMOUNT TRANSFORMER – WORKS/OLD	84JG228132	7/23/84	41 YRS
1	15KVA POLEMOUNT TRANSFORMER – WORKS/OLD	881076143	6/15/88	35 YRS
1	75KVA POLEMOUNT TRANSFORMER – BAD	90007254986	10/13/00	25 YRS
1	15KVA POLEMOUNT TRANSFORMER – WORKS/OLD	891029627	03/13/89	37 YRS
1	37.5KVA POLEMOUNT TRANSFORMER – WORKS/OLD	4670950688	01/16/89	37 YRS
1	100 PADMOUNT TRANSFORMER – WORKS/OLD	981B144002	02/21/98	28 YRS
1	50KVA PADMOUNT TRANSFORMER – WORKS/OLD	81JG508211	08/21/81	44 YRS
1	25KVA PADMOUNT TRANSFORMER – RUSTED OUT	CP0505033481	07/14/05	20 YRS
1	50KVA POLEMOUNT TRANSFORMER – WORKS/OLD	P780360-YTE	06/04/90	35 YRS
1	150KVA PADMOUNT TRANSFORMER – WORKS/OLD	88K34982	03/17/89	37 YRS
1	300KVA PADMOUNT TRANSFORMER – WORKS/OLD	89J534028	12/04/89	36 YRS
1	225KVA PADMOUNT TRANSFORMER – LEAKY	88K34984	12/1/94	32 YRS
1	75KVA PADMOUNT TRANSFORMER – WORKS/OLD	95J977314	11/27/95	30 YRS
1	500KVA PADMOUNT TRANSFORMER – WORKS/Rusty	Q553625-TNR	02/04/00	26 YRS
1	15KVA POLEMOUNT TRANSFORMER – WORKS/OLD	891029640	03/13/89	37 YRS
1	10KVA POLEMOUNT TRANSFORMER – WORKS/OLD	N415011YAVA	4/21/82	44 YRS
1	25KVA POLEMOUNT TRANSFORMER – WORKS/OLD	P323108-YVB	8/24/87	38 YRS
1	300KVA PADMOUNT TRANSFORMER – WORKS/OLD	89J533053	12/4/89	36 YRS
1	25KVA PADMOUNT TRANSFORMER – WORKS/OLD	Q066388-YRG	05/14/92	33 YRS
1	300KVA PADMOUNT TRANSFORMER – RUSTY-LEAKS	Q521209-TRM	6/1/97	29 YRS
1	300KVA PADMOUNT TRANSFORMER – WORKS	96D64097	7/1/96	30 YRS
1	50KVA PADMOUNT TRANSFORMER – WORKS	P929734-YSF	5/9/91	35 YRS
1	10KVA POLEMOUNT TRANSFORMER – WORKS	N414951YAVA	4/21/82	44 YRS
1	50KVA POLEMOUNT TRANSFORMER – RUSTY	881073723	6/15/88	38 YRS
1	50KVA POLEMOUNT TRANSFORMER – RUSTY	881073722	6/8/88	38 YRS
1	37.5KVA POLEMOUNT TRANSFORMER – LEAKING	P777966-YSE	5/31/90	26 YRS
1	50KVA POLEMOUNT TRANSFORMER – RUSTY	N317280YFTA	6/18/81	45 YRS
1	37.5KVA PADMOUNT TRANSFORMER – RUSTY	83JK055190	11/7/83	43 YRS
1	25KVA PADMOUNT TRANSFORMER – RUSTY	3314983602	9/18/02	24 YRS
1	10KVA POLEMOUNT TRANSFORMER – BAD	P550432-YYC	11/29/88	38 YRS
1	37.5KVA POLEMOUNT TRANSFORMER – WORKS	RT891135012	11/16/89	37 YRS
1	25KVA POLEMOUNT TRANSFORMER – WORKS	P550003-YYC	11/29/88	38 YRS
1	37.5KVA POLEMOUNT TRANSFORMER – RUSTY	46215-3773	9/25/85	41 YRS
1	15KVA POLEMOUNT TRANSFORMER – RUSTY	861133060	10/10/86	40 YRS
1	75KVA POLEMOUNT TRANSFORMER – RUSTY	80D1895603	3/1/1980	46 YRS

Information Technology Surplus

04/06/2026

Qty	Item Description	Serial/I.D. #	Acquisition Date	Age of Item
1	Latitude 7290	IT-11058	12/18/2019	5 years
1	Latitude 7290	IT-11059	12/18/2019	5 years
1	Latitude 7290	IT-11060	12/18/2019	5 years
1	iPad Mini	IT-11061	12/20/2019	5 years
1	iPad Mini	IT-11062	12/20/2019	5 years
1	iPad Mini	IT-11063	12/27/2019	5 years
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Warehouse & Facilities Surplus

04/06/2026

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1	500KVA PADMOUNT TRANSFORMER – WORKS/Rusty	Q553625-TNR	02/04/00	26 YRS
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1	300KVA PADMOUNT TRANSFORMER – WORKS/OLD	89J533053	12/4/89	36 YRS
1	25KVA PADMOUNT TRANSFORMER – WORKS/OLD	Q066388-YRG	05/14/92	33 YRS
1	300KVA PADMOUNT TRANSFORMER – RUSTY-LEAKS	Q521209-TRM	6/1/97	29 YRS
1	300KVA PADMOUNT TRANSFORMER – WORKS	96D64097	7/1/96	30 YRS
1	50KVA PADMOUNT TRANSFORMER – WORKS	P929734-YSF	5/9/91	35 YRS
1	10KVA POLEMOUNT TRANSFORMER – WORKS	N414951YAVA	4/21/82	44 YRS
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1	50KVA POLEMOUNT TRANSFORMER – RUSTY	881073722	6/8/88	38 YRS
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1	50KVA POLEMOUNT TRANSFORMER – RUSTY	N317280YFTA	6/18/81	45 YRS
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1	10KVA POLEMOUNT TRANSFORMER – BAD	P550432-YYC	11/29/88	38 YRS
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1	25KVA POLEMOUNT TRANSFORMER – WORKS	P550003-YYC	11/29/88	38 YRS
1	37.5KVA POLEMOUNT TRANSFORMER – RUSTY	46215-3773	9/25/85	41 YRS
1	15KVA POLEMOUNT TRANSFORMER – RUSTY	861133060	10/10/86	40 YRS
1	75KVA POLEMOUNT TRANSFORMER – RUSTY	80D1895603	3/1/1980	46 YRS

Memo

Holland Board of Public Works

To: HBPW Board of Directors

From: Nate Johnson, Water Treatment Plant Superintendent and Adam Assink, Water/Wastewater Process Engineer

c: Dave Koster, General Manager; Project File

Date: April 6, 2026

Re: Water Treatment Plant Transfer Pump #4 Rebuild Project Closeout

---

The Water Treatment Plant (WTP) Transfer Pump #4 Rebuild project is complete.

Transfer Pump #4 is one of five pumps that pump finished water from the WTP filters and send it to the onsite storage reservoirs for eventual pumping to the distribution system. Each of these five pumps have a capacity of around 10 million gallons per day (MGD). This project involved rebuilding Transfer Pump #4 and its motor, both of which had never been rebuilt since their original install in the late 1970s, a service life of almost 50 years. Guided by our asset management plan and our WTP goal to continue updating end-of-life assets, we elected to preventatively rebuild this pump and motor to greatly extend its service life. The rebuild of Transfer Pump #4 is the first in our series of preventative transfer pump rebuilds that will continue through FY28.

This project also included replacement of the pump discharge check valve, which had historically been slamming shut due to failures of its air cushioning system. The result is a fully rebuilt pump that meets the hydraulic requirements of the WTP, and a discharge piping system that greatly reduces hydraulic shock when the pump is started or stopped.

Management of this project involved bidding and coordination of three contractors performing work:

- Northwest Kent Mechanical provided mechanical services such as pump removal and reinstallation, discharge piping revisions, and vibration testing.
- Rapa Electric provided the full electric motor rebuild.
- Torishima Service Solutions, a pump rebuild company new to HBPW, provided the full pump rebuild and impeller replacement.

In years past, larger mechanical firms were able to provide these services as a “turnkey” project. In recent bids, costs for full rebuild projects like this one have ballooned significantly. Due to this, WTP staff elected to bid this work as three small “projects”, allowing contractors to provide competitive bids for scope of work that is within their expertise. Bidding this way lowered the overall project costs significantly and allowed for replacement of the check valve and pump impeller – additional costs that would have otherwise required budget amendment.

The system was officially commissioned in March and has been operating as intended. Operators have placed Transfer Pump #4 into the “lead” pump position to run it as much as possible during its warranty period. All costs have been accounted for, and final payments have been made to all contractors. No further charges are expected.

The total capital budget approved for the project was $115,000. The table below summarizes the final project costs.

Total Approved Budget	**Total Spent**	**(+/-) Budget**
$115,000.00	**$106,737.99**	**-7%**



Transfer Pump #4- pump column, discharge head, and discharge piping pre-rebuild



Transfer Pump #4 – 1975 original impeller showing significant wear from years of use



Transfer Pump #4 – Rebuilt pump, replaced check valve and discharge piping

Memo

Holland Board of Public Works

To: HBPW Board of Directors

From: Alex Craigmile, Planning Engineer

CC: Dave Koster, General Manager; Project File

Date: April 6, 2026

Re: Water Reclamation Facility (WRF) Electrical System Upgrades Project Closeout

---

The Water Reclamation Facility (WRF) Electrical System Upgrades project is complete.

In 2022, Theka was contracted to provide a Project Manual and bidding documents for the replacement of a medium voltage switchgear and WRF distribution system.

The project modified the electrical distribution scheme of the WRF. The modifications included replacing the facility's main utility fed 15kV switchgear (West), replacing an ancillary 15kV switchgear (East) with a backup utility fed switchgear, connecting both switchgears to the utility metering cabinets, replacement of three transformers (T-1, T-3, and T-6), and installing fiber optic cable between the new switchgears and the WRF's communications room.

Within that work, Theka prequalified five potential bidders, solicited bids, and evaluated the returned bids culminating with a recommended contractor for the scope of work. Five bids were received and evaluated with Parkway becoming Theka's recommended contractor.

The original approved budget was $480,000. This budget was based on engineering estimates and cost numbers from quotes received in 2019. Bidding in 2022, during the height of the COVID pandemic, resulted in pricing coming in higher than expected during budgeting.

To help with cost savings, the HBPW utilized the existing Electric Distribution Department for several activities. This included using transformers purchased through the yearly bulk purchase program for the project and using Electric Distribution conduit boring contractor negotiated prices for the new raceways between the switchgears and distribution circuits.

The variance between budget and bid price was attributed to inflation and supply chain issues. The project moved forward due to the criticality of the improvements. If the existing switchgear had failed prior to replacement, the plant electricity feed would have been interrupted causing catastrophic process failure. It was also expected that labor and material costs would continue to increase in the future, and any delay in project implementation would incur additional costs.

The Board approved a capital budget amendment of $135,000 (increasing the project budget to $615,000 including a 5% contingency of $31,275) and Parkway's contract of $460,660 (with a 1.7% contingency of $7,850) totaling $468,510 in December 2022.

The manufacturer's original quoted lead time on the switchgears was 50-54 weeks. Due to lengthy delays and supply chain issues, the switchgears were not delivered to Parkway until May 2025. Given the long lead time and scheduling constraints, Parkway began construction in August. The construction was substantially completed on January 14. Landscaping and final cleanup is scheduled for this spring, independent of the Parkway contract. Two change orders were administered as part of the project. A change order for Theka was done to account for additional work during COVID to modify the bid package to HBPW provided transformers, and additional time. A second change order was issued for Parkway due to as-built drawings being different from field conditions for connectivity between the East Switchgear Pad and existing vault.

The project was completed under the amended budget, with a final total cost of $575,580.70 (6% under budget). The table below summarizes the final project costs.

Description	Approved Contract & Contingency	Actual Amount
Pre-Bid and Construction Engineering Services (Theka Engineering)	$31,612.00	$31,612.00
Parkway	$468,510.00	*$465,434.22
Transformers	$58,603.00	$55,981.59
Conduit (Utility Contracting)	$25,000.00	$15,572.89
Contingency (5%)	$31,275.00	**$6,980.00
Total Project Cost	**$615,000.00**	**$575,580.70**

*Final Payment of $28,246.72 is pending as we wait for final as-builts, owner's manuals and site cleanup.

**Additional landscaping to be completed by Katerberg Verhage this spring.



Figure 1 – Existing West Switchgear



Figure 2 – New Concrete Pad East Switchgear



Figure 3 – New East Switchgear and Transformer



Figure 4 – New Concrete Pad West Switchgear



Figure 5 – New West Switchgear

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **Lincoln Lift Station Improvements Project**

Utility Services Department

Introduction:

This recommendation is for the approval of a contract for engineering design and services for the improvements of the Lincoln Lift Station.

Recommendation:

Approve 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.

Description:

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).

Respectfully submitted,

David G. Koster
General Manager

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

Attachments:
2026-04-06 HRC Lincoln LS Proposal
2026-04-06 Lincoln LS Upgrade RFP-Addendum 1
2026-04-06 HRC Engineering Services Contract

Report prepared by: *Ashley Williams - Water & Wastewater Services*

REQUEST FOR PROPOSAL
LINCOLN LIFT STATION IMPROVEMENTS
HOLLAND BOARD OF PUBLIC WORKS



SUBMITTED TO:
Holland Board of Public Works
Ashley Williams, Water/Wastewater Services Civil Engineer
(616) 355-1598
awilliams@hollandbpw.com

625 Hastings Avenue
Holland, MI 49423

PREPARED BY:
Hubbell, Roth & Clark, Inc.
Todd Sneathen, PE, Executive Vice President/Partner
(517) 292-1929
tsneathen@hrcengr.com

1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506

Due: March 20, 2026
By 2:00 PM

HRC

ENGINEERING. ENVIRONMENT. EXCELLENCE.

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ADDENDUM ACKNOWLEDGMENT

CERTIFICATION

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506

616-454-4286

www.hrcengr.com

March 20, 2026

Holland Board of Public Works
625 Hastings Avenue
Holland, MI 49423

Attn: Ashley Williams, Water/Wastewater Services Civil Engineer
Re: Lincoln Lift Station Improvements HRC Job No. 20260148

Dear Ms. Williams,

Thank you for the opportunity to submit our qualifications for consideration for the Improvements to the Lincoln Lift Station that is situated near the Tulip City Airport on Lincoln Road. HRC is a multidisciplinary engineering firm that offers a vast array of capabilities to meet the needs of our clients. For over 110 years, we have provided comparable services to public and private industry throughout Michigan, and we continue to refine our structure and approach to best match the needs of each client we serve.

We believe that our team will prove to be a highly qualified, ethical, and valuable partner to the Holland Board of Public Works (BPW) for the following reasons:

- HRC has relevant experience in completing the services listed in the scope of work for clients of a similar size.
- Our team has sufficient staff to support the Holland Board of Public Works and prides itself on being able to provide quick response times.
- We have a full service office located in the City of Grand Rapids, which is less than an hour's drive from the project site, as well as a satellite office in Kalamazoo.

We hope you find our response well-suited for these services. Should you have any questions or require additional information, please do not hesitate to contact me via email at tsneathen@hrcengr.com or by phone at (517) 292-1929.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Todd Sneathen, PE
Executive Vice President/Partner

Doug Urquhart, PE
Associate

FIRM INTRODUCTION



For over a century, Hubbell, Roth & Clark, Inc. (HRC) has been trusted by clients who hire us and then become repeat customers, establishing a valuable relationship with our firm. Our company environment is often cited as the reason we have a competitive edge over other engineering firms. The key to our success is professionalism, quality services, and a commitment to exceeding our clients' expectations.

Teamwork is deeply ingrained in our culture. A commitment to excellence, integrity, and dedication cannot always be measured, but you will see these values in action when you work with HRC. Doing whatever it takes is not just a phrase, it is a big part of our corporate philosophy.

Choosing the right engineering firm significantly affects the outcome of your project. Your success is our success – we are in this together.

HRC is organized as an S-Corporation headquartered and licensed in the State of Michigan. There are 10 principals of the firm, all licensed professional engineers in the State of Michigan. Additionally, HRC has 27 associates. The table below lists each officer's corporate title, primary activity, and experience.

CORPORATE OFFICERS

Daniel W. Mitchell, PE
PRESIDENT – MUNICIPAL

TODD J. SNEATHEN, PE*
EXECUTIVE VICE PRESIDENT – MUNICIPAL

James F. Burton, PE
VICE PRESIDENT/TREASURER – MUNICIPAL/ENVIRONMENTAL

Jesse B. VanDeCreek, PE
VICE PRESIDENT/SECRETARY – MUNICIPAL

Roland N. Alix, PE
VICE PRESIDENT – MUNICIPAL/INDUSTRIAL

Charles E. Hart, PE
VICE PRESIDENT – MUNICIPAL/TRANSPORTATION

Thomas G. Maxwell, PE
VICE PRESIDENT – MUNICIPAL/PROCESS

Bradley W. Shepler, PE
VICE PRESIDENT – MUNICIPAL/INFRASTRUCTURE

Karyn M. Stickel, PE
VICE PRESIDENT – MUNICIPAL/ASSET MANAGEMENT

Brian K. Davies, PE
VICE PRESIDENT – MUNICIPAL/TRANSPORTATION

*PRINCIPAL IN CHARGE

FOUNDATIONAL SERVICES

CIVIL/MUNICIPAL ENGINEERING
TRANSPORTATION ENGINEERING
WATER TREATMENT
ARCHITECTURE
ENVIRONMENTAL ENGINEERING
CONSTRUCTION ENGINEERING
SURVEYING
ELECTRICAL ENGINEERING
STRUCTURAL ENGINEERING
INDUSTRIAL FACILITIES DESIGN
ASSET MANAGEMENT
GEOGRAPHIC INFORMATION SYSTEMS

PRIMARY CONTACT

DOUG URQUHART, PE
(616) 481-1472
DURQUHART@HRCENGR.COM

ABOUT HRC

Many facets go into the successful completion of a project, from technical qualifications of team members to the projected schedule and cost estimates. But HRC offers something more, and that's what makes us stand out from the crowd. As you read our proposal, check our references, and review our resumes, please consider something equally important – our reputation.

WHERE HRC EXCELS

Extensive work portfolio with an array of diverse engineering projects.

Proven track record of success with the specific type of project being undertaken.

Multidisciplinary team with a deep understanding of the needed technical requirements, broad capabilities, and a vast array of easily accessible resources.

History of meeting and overcoming challenges using proven problem-solving tactics.

Project managers who champion a job from start to finish, ensuring the project stays on track and proceeds smoothly to completion.

Clear and consistent communication that keeps clients well informed.

Transparency with any challenges that arise or costs that change during the project.

Accountability from every person who works on the project.

Competence that creates high comfort levels and decreases stress for clients.

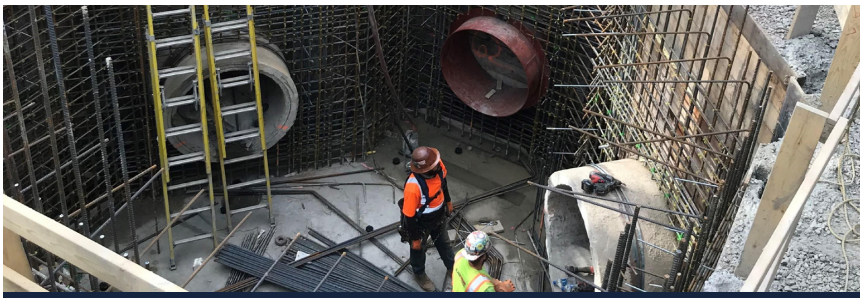
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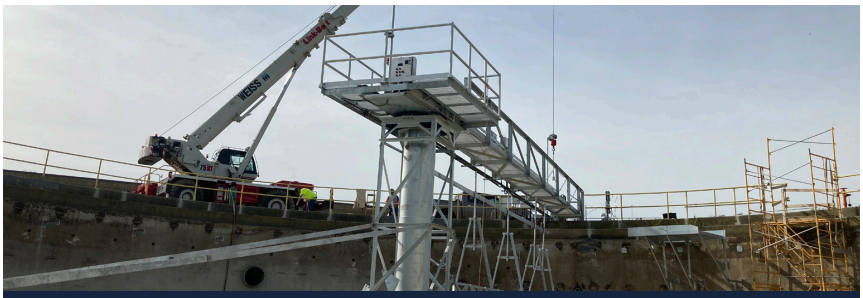
CORPORATE ID

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ACHIEVEMENTS



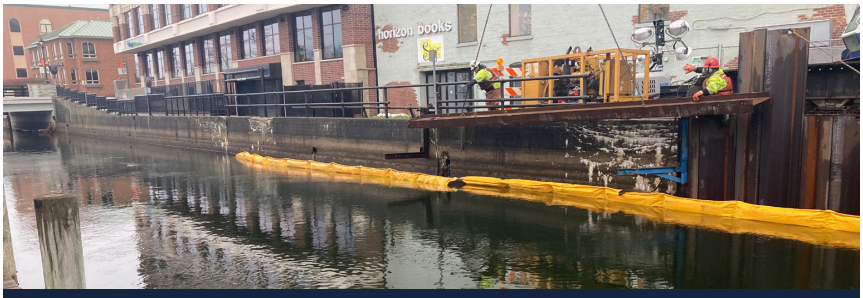
SECTION 25 RELIEF SEWER, City of Troy - APWA, ACEC Various Awards Winner



WASTEWATER RECOVERY FACILITY, City of Warren - MWEA Award Winner



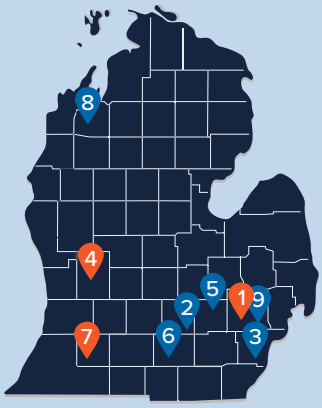
WASTEWATER TREATMENT PLANT, City of Petoskey - MWEA Award Winner



BOARDMAN RIVER SANITARY SEWER, City of Traverse City - Various Branch, State, and National Awards Winner

- USA TOP WORKPLACES **SINCE 2021**
- DETROIT FREE PRESS TOP WORKPLACES **SINCE 2019**
- ENGINEERING NEWS-RECORD TOP 500 DESIGN FIRM **SINCE 2007**
- TRENCHLESS TECHNOLOGY TOP 50 DESIGN FIRM **SINCE 2007**

OFFICE LOCATIONS



1. BLOOMFIELD HILLS – HQ
555 Hulet Drive
Bloomfield Hills, MI 48302
(248) 454-6300

2. DELHI CHARTER TOWNSHIP
2101 Aurelius Road, Suite 2
Holt, MI 48842
(517) 694-7760

3. DETROIT
535 Griswold Street
Buhl Building, Suite 1650
Detroit, MI 48226
(313) 965-3330

4. GRAND RAPIDS
1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506
(616) 454-4286

5. HOWELL
105 W. Grand River Avenue
Howell, MI 48843
(517) 552-9199

6. JACKSON
401 S. Mechanic Street, Suite B
Jackson, MI 49201
(517) 292-1295

7. KALAMAZOO
834 King Highway, Suite 107
Kalamazoo, MI 49001
(269) 665-2005

8. TRAVERSE CITY
1501 Cass Street
Traverse City, MI 49684
(231) 714-5007

9. TROY
629 E. Elmwood Avenue
Troy, MI 48083
(248) 454-6300

FIRM STAFFING

Department	Number of Employees
Municipal/Civil	81
Electrical	5
Process	21
Architecture	8
Landscape Architecture	2
Structural	10
Right of Way/Easement Acquisition	4
Environmental	14
Industrial Facilities Design	10
Survey	18
Construction Monitoring	58
Materials Testing	13
Transportation	14
Information Systems/GIS	6
Administration	28
Asset Management	11
Total	303

ASSOCIATIONS

The following list shows a few of the organizations with which HRC has been involved:

CIVIL ENGINEERING

- American Council of Engineering Companies (ACEC)
- American Public Works Association (APWA)
- American Society of Civil Engineers (ASCE)
- National Society of Professional Engineers (NSPE)
- Michigan Society of Professional Engineers (MSPE)
- South Oakland County Municipal Engineers (SOCME)
- Michigan Concrete Association (MCA)
- American Society of Landscape Architects (ASLA)
- American Institute of Architects (AIA)

ENVIRONMENTAL

- American Water Works Association (AWWA)
- U.S. Green Building Council (USGBC)
- Michigan Water Environment Association (MWEA)
- Water Environment Federation (WEF)
- Alliance of Rouge Communities (ARC)
- Michigan Association of County Drain Commissioners (MACDC)

GOVERNMENTAL

- Michigan Municipal League (MML)
- Michigan Township Association (MTA)
- Southeast Michigan Council of Governments (SEMCOG)

NON-PROFIT ORGANIZATIONS

- Clinton River Watershed Council (CRWC)
- Friends of the Rouge (FOTR)
- Huron River Watershed Council (HRWC)
- Six Rivers Land Conservancy

TRANSPORTATION

- Institute of Transportation Engineers (ITE)
- Women's Transportation Seminar (WTS)

MDOT SERVICE PREQUALIFICATION CLASSIFICATIONS

CONSTRUCTION SERVICES

Construction Engineering: Assistance
Construction Engineering: Bridges and Ancillary Structures
Construction Engineering: Roadway
Construction Engineering: Roadway – Local Agency Program
Construction Inspection: Bridges and Ancillary Structures
Construction Inspection: HMA Pavement
Construction Inspection: Roadway
Construction Inspection: Traffic and Safety
Construction Services: Office Technician
Construction Testing: Aggregates
Construction Testing: Concrete
Construction Testing: Density
Construction Testing: HMA Assistance

DESIGN SERVICES – BRIDGES

Design – Bridges
Design – Bridges: Load Rating
Design – Bridges: Safety Inspection
Design – Bridges: Scoping

DESIGN SERVICES – HYDRAULICS

Design – Hydraulics I
Design – Hydraulics II

DESIGN SERVICES – ROADWAY

Design – Roadway
Design – Roadway: Complex
Design – Roadway: Intermediate

DESIGN SERVICES – TRAFFIC

Design – Traffic: Capacity and Geometrics Analysis
Design – Traffic: ITS Design and System Manager
Design – Traffic: Pavement Markings
Design – Traffic: Safety Studies
Design – Traffic: Signal
Design – Traffic: Signal Operations
Design – Traffic: Signal Operations – Complex
Design – Traffic: Signing – Freeway
Design – Traffic: Signing – Non-Freeway
Design – Traffic: Work Zone Maintenance of Traffic
Design – Traffic: Work Zone Mobility and Safety

DESIGN SERVICES – UTILITIES

Design Utilities: Municipal
Design Utilities: Pump Stations
Design Utilities: Roadway Lighting

DESIGN: PROJECT DEVELOPMENT STUDIES

SURVEYING SERVICES

Surveying: Construction Staking
Surveying: Hydraulics
Surveying: Right of Way
Surveying: Road Design
Surveying: Structure

REFERENCES/PROJECT EXPERIENCE

Below is a matrix of recent sanitary pumping station experience, followed by detailed project experience sheets directly related to the requested services listed in the RFP.

Year	Facility	Owner	Pump Capacity (MGD)	No. of Site	No. of Pump	Pump (hp)	Notable Features
2025	Caro Lift Station Upgrades	City of Caro		2	4	7.5	New submersible station and upgrades to the existing station.
2025	Pine Tree Lift Station Pump Replacement Project	Delhi Charter Township	2	1	2	30	Pump replacement at the existing lift station. New pumps are vertical orientation centrifugal pumps.
2023	Edgewood Emergency Pump Station	City of Livonia	2	1	3	50	A new lift station in the golf course addressed the failed sanitary sewer. Above-ground enclosure with triplex pumps and VFDs.
2023	Sanitary Lift Station Upgrades	City of Ann Arbor	0.2 to 1.5	5	10	5 to 20	Convert existing canned pump stations to submersible stations, including new valve vaults, replacement pumps, piping, valves and electrical. Construct new submersible pump station.
2021	Bay City CSO RTB #2	City of Bay City	4.5	1	2	25	Replacement of two existing dewatering screw pumps at CSO basin.
2021	East Lansing Woodingham Pump Station	City of East Lansing	85	1	5	50	Constructed a new submersible pump station with a self-cleaning wet well. Repurposed the existing pump station building to house odor control and a new 350 kW generator.
2018	Amy Pump Station	Oakland County WRC	9.5	1	3	50	Replaced three pumps/motors and liquid drives with VFDs, sealed water improvements, refurbished shafts, new 150 kW generator and switchgear, and miscellaneous building improvements.
2017	Violet and Bon Heur Pump Stations	Macomb County Southeast Disposal System	12	2	4	25, 60	Violet: Replaced four pumps/motors and added two VFDs, replaced the generator, and added a chemical odor control system. Bon Heur: Replaced precast roof system, replaced generator, miscellaneous facility improvements.
2017	Trenton Arm Pump Station	South Huron Valley Utility Authority	41	1	4	300	Refurbished pumps and motors, replaced liquid drives with VFDs, revised I&C, and miscellaneous facility improvements.
2017	Southfield Section 24 Area 3 Pump Station	City of Southfield	5	1	3	35	New station with three submersible pumps, 36.5' deep wet well, 200 kW generator, and ATS.
2015	Rolston Road Pump Station	City of Linden	0.5	1	2	10	Converted wet/dry pit station to a self-priming station with pumps accessible at grade.
2015	Lake Huron Pump Station	Karegnondi Water Authority	60	1	4	2500	New electrical substation, traveling and static screens, zebra mussel controls, and modeling of 56 feet deep wet well.
2015	North End Pump Station	City of Marysville	0.2	1	2	3	Influent sewer installed by jack and bore, force main installed by horizontal directional drilling.
2014	Grant Street Pump Station	City of Rochester Hills	3	1	3	25	Pre-rotation design used to keep solids in suspension, reducing maintenance requirements.
2012	Storm Retention Pond Pump Station Rehabilitation	Sterling Heights	0.8 to 2.9	3	2	3 to 18	Replacement of stormwater pump stations.
2012	General Motors Stormwater Detention & Treatment Facility	City of Pontiac	1.44	1	1	70	New stormwater pump station.
2012	Wayne County Lift Station 1A	Wayne County DPS	162	1	4	150 to 300	Capacity evaluation, added venting discharge box, and increased downstream capacity with a new double 42" siphon under the Rouge River.
2011	M-1, M-10 and M-39 Stormwater Pump Stations	MDOT	3.3 to 21.9	11	26	15 to 85	Complete rehabilitation of stations including pumps, piping, structural, and electrical.
2010	Bear River Main Lift Station	City of Petoskey	4	1	3	75	Replacement of existing pump station with submersible pumps.
2010	Genesee County WWS Pump Station #1	Genesee County Drain Commissioner	60	1	4	350	Dry pit immersible pumps, modeling of split wet well, surge relief valves, screen grab rake and odor control.
2010	SCADA System Improvements and Pump Controls Improvements	City of Troy	—	7	—	—	Replacement of pump controls/SCADA at seven existing pump stations.
2010	Sanitary Pump Station Improvements	City of Fenton	0.2 to 0.8	7	10	2 to 15	Replaced/upgraded five existing stations, new generators and SCADA for seven sites, HDD force main.
2010	Sanitary Pump Stations Rehabilitation	Bloomfield Township	0.1 to 2.2	9	18	3 to 50	Replacement of pump station equipment at nine sites.
2010	Drainage District Pump Station No. 5	Southgate-Wyandotte Relief Drains	900	1	7	250 to 1250	Structural, architectural, mechanical, and electrical renovations to 1929 facility designed by HRC.
2008	Blue Cross Blue Shield Storm Water Pump Station	Blue Cross Blue Shield of Michigan, Detroit	19.4	1	3	30	Protects the sunken plaza and the lower level of the complex from a 100-year design storm. The wet well is an inline storage pipe.
2008	Providence Hospital Storm Water Pump Station	City of Novi	8.6	1	3	25	Protects the sunken truck well and the lower level of the complex from a 100-year design storm.
2008	Albany Booster Station	City of Ferndale	4.5	1	4	50	Below-grade water booster station.
2008	Bay Harbor Village Lift Station	City of Petoskey	1.2	1	2	50	Replacement of the existing pump station with new self-priming pumps, a new enclosure building, and a wet well.
2008	Michelson Street Pump Station Replacement	City of Rochester Hills	2.8	1	3	10	Submersible pump station for loading tanker trucks.
2007	Ambassador Bridge Storm Water Pump Station	Detroit International Bridge Company	243	1	6	50 to 250	Archimedes screw pumps with various levels within the wet well due to site constraints. Outfall to Detroit River.
2007	Bush Street Pump Station Replacement	City of Howell	0.72	1	2	20	New self-priming pumps.
2007	Cuyahoga Valley Interceptor Lift Station Improvements	Northeast Ohio Regional Sewer District	132	1	7	800 to 2,050	Two new 250 hp pumps and upgraded screening and electrical systems.
2007	Saginaw WWTP Influent Pump Station	City of Saginaw	103	1	4	150 to 250	Magnetic coupling, air- and liquid-cooled variable-speed drives. First installation in Michigan and one of the largest in the U.S.
2007	Softwater Lake Pump Station	Oakland County WRC	0.3	1	2	20	Submersible pumps.
2007	Johnson Avenue Pump Station	Hammond, Indiana Sanitary District	173	1	4	300	Evaluated the effect on capacity for redirecting existing pump stations to the proposed storage basin.
2007	Marysville WWTP Raw Sewage Pump and Primary Effluent	City of Marysville	5.3	1	2	75 to 100	Replacement of existing centrifugal pumps and new VFDs.
2007	Reeds Lake Pump Station	City of Grand Rapids	1.1	1	2	25	Sanitary pump station.
2007	Sohl Avenue Pump Station	Hammond, Indiana Sanitary District	300	1	5	500	Evaluated the effect on capacity for redirecting existing pump stations to the proposed storage basin.
2007	Ann Arbor WWTP Northside Interceptor Pump Station	City of Ann Arbor	90	1	5	100	Renovation and replacement of existing inclined screw pumps.
2007	Bloomfield Township Westbourne Booster Station	Bloomfield Township	5.2	1	3	100	Rehabilitation of the existing station with new pumps and other equipment.
2007	Water Booster Station Renovation	City of Ferndale	10	1	2	200	Rehabilitation of the existing station with new pumps and other equipment.
2007	Ann Arbor Lakewood Pump Station	City of Ann Arbor	0.4	1	2	15	Rehabilitation of the existing station, improved aesthetic appearance of building with new architectural elements.
2007	Ann Arbor North Campus Pump Station	City of Ann Arbor	2 to 4	1	4	125 to 200	Water booster station renovation, new split-case, and double-suction centrifugal pumps.
2007	Genesee County WWS Center Road Pump Station	Genesee County Drain Commissioner	12	1	3	400	New water booster pump station using centrifugal pumps.
2007	Genesee County WWS NEES Pump Station #2A	Genesee County Drain Commissioner	30	1	4	700	Dry pit immersible pumps, VFDs, screen grab rake, and odor control. Expandable to 70 MGD with 900 hp pumps,
2007	Independence Township Water Wells & Booster sites	Independence	1.4 to 2.9	6	9	15 to 200	Installed new well pumps, booster pumps, PRVs, and treatment systems.
2006	Wixom WWTP Influent Pump Station	City of Wixom	12	1	4	35	Replaced two pumps and added VFD.
2006	Armory Park Lift Station	City of Oak Park	0.6	1	2	5	Submersible pumps.
2006	Chapaton Pump Station	Macomb County DPW	8.6	1	2	125	Replacement of existing centrifugal pumps.
2005	Caro Pump Station	Village of Caro	0.2 to 1.0	11	19	Varies	Renovation of 11 existing pump stations.
2005	Independence Township Sanitary Pump Stations	Independence Township	0.5 to 1.0	8	16	Varies	Pump station upgrades, pump and valve replacements, and added flow meters.
2005	Maple North Pump Station	City of Wixom	0.2	1	2	3	Replacement of the existing sanitary pump station.
2005	Evergreen-Farmington Pump Station Improvements	Oakland County WRC	0.5 to 3.0	15	30	Varies	A unique influent piping system was added to Thornbrook Pumping Station to allow for wet well isolation.
2005	Southeast Milford Interceptor System	Milford Township	1.73	1	3	25	New submersible pump station, Special Assessment District (SAD) formed to pay for the improvements.

CITY OF GRAND RAPIDS

WASTEWATER TREATMENT/COLLECTION
IMPROVEMENTS TO ORCHARD VISTA/ALPINE ESTATES

CITY OF GRAND RAPIDS
1300 Market Square SW
Grand Rapids, MI 49503

Scott Jester, Assistant Project Manager
sjester@grand-rapids.mi.us
(616) 456-3000

PROJECT DESCRIPTION

HRC is currently conducting a comprehensive condition assessment of both the Orchard Vista and the Alpine Estates Lift Stations, including a thorough evaluation of both facilities to identify any deficiencies and recommend necessary improvements. HRC has provided design documents, construction plans, and an engineer's construction cost estimate. The project went out for bid in January 2026, and construction is expected to begin in May 2026.





CITY OF GRAND RAPIDS

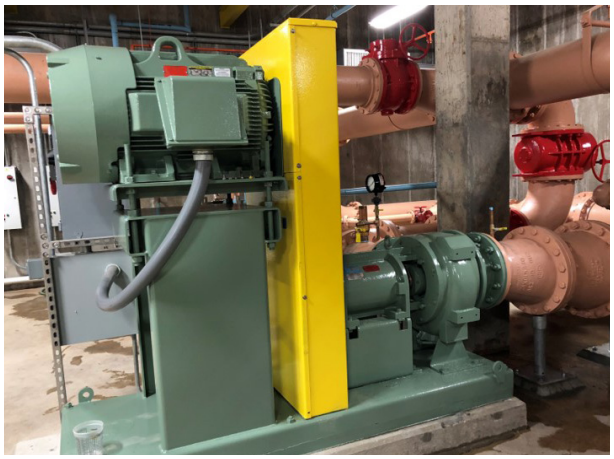
WASTEWATER TREATMENT/COLLECTION
MARKET AVENUE CONCENTRATED WASTE FORCEMAIN

CITY OF GRAND RAPIDS
300 Monroe Avenue NW
Grand Rapids, MI 49503

John Hayes, Assistant Project Manager
jhayes@grand-rapids.mi.us
(616) 456-3831

PROJECT DESCRIPTION

HRC performed design and construction engineering for the installation of a concentrated waste forcemain from Founder's Brewing Company to the Water Resource Recovery Facility (WRRF), including improvements at the WRRF to handle and store concentrated waste. A section of the forcemain was installed within an existing City trunk sewer with necessary thermal expansion joints and hangers to mount the forcemain near the top of the trunk sewer.





CITY OF GRAND RAPIDS

WASTEWATER TREATMENT/COLLECTION
EAGLE CREST FORCEMAIN RELOCATION

CITY OF GRAND RAPIDS
300 Monroe Avenue NW
Grand Rapids, MI 49503

Breese Stam, PE, Project Manager
bstam@grand-rapids.mi.us
(616) 456-3078

PROJECT DESCRIPTION
HRC replaced the forcemain under East Beltline at Leonard Street with a new six-inch HDPE directionally drilled forcemain. This upgrade included making all necessary connections at each end to ensure seamless integration with the existing infrastructure. Additionally, we installed a cured-in-place liner in a section of the existing sewer at the discharge point of the newly replaced forcemain, enhancing the durability and longevity of the system.





DELHI CHARTER TOWNSHIP

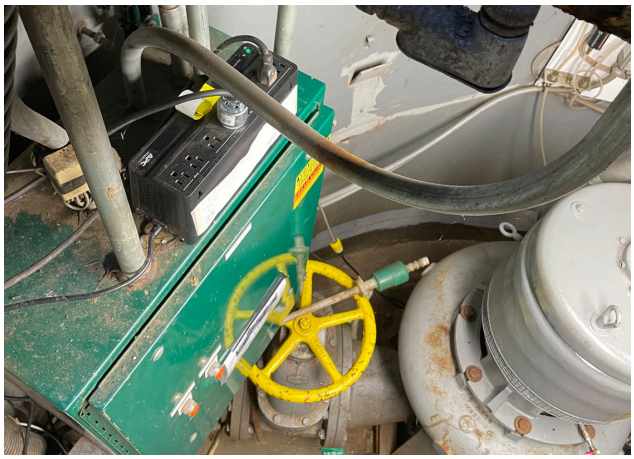
WASTEWATER TREATMENT/COLLECTION
PINE TREE LIFT STATION PUMP REPLACEMENT PROJECT

DELHI CHARTER TOWNSHIP
2074 Aurelius Road
Holt, MI 48842

Sandra Diorka, Director of Public Services
sandra.diorka@delhitownshipmi.gov
(517) 699-3874

PROJECT DESCRIPTION
The project began with a condition assessment of the existing lift station components and structures. Identified recommendations were incorporated into the design. The project, currently under construction, includes replacing the existing two 2 MGD vertical centrifugal pumps, along with upstream and downstream valves and instrumentation. After evaluating pump options, the new pumps were selected as vertical centrifugal pumps.





CITY OF UTICA

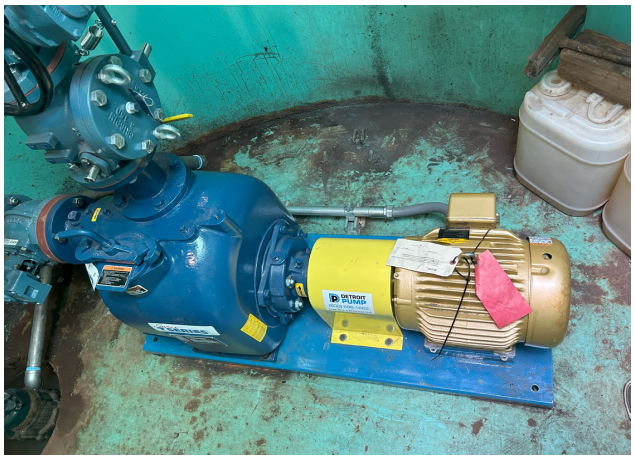
WASTEWATER TREATMENT/COLLECTION
DAVIS STREET PUMP STATION IMPROVEMENTS

CITY OF UTICA
7001 Moscone Drive
Utica, MI 48317

Bill Diamond, DPW Superintendent
dpw@cityofutica.org
(586) 634-7080

PROJECT DESCRIPTION
HRC prepared plans and specifications to replace the existing equipment. The project included new suction lift centrifugal pumps, valves, piping, ventilation, level transducers, electrical panels, and wiring. Control panels were mounted on a new above-grade equipment rack. Work also included a new DTE electric meter, generator transfer receptacle, power distribution cabinet, manual transfer switch, main service disconnect, sump pump, lighting, and epoxy floor coating.





OAKLAND COUNTY WATER RESOURCES COMMISSIONER

WASTEWATER TREATMENT/COLLECTION
SKYE DRIVE PUMP STATION IMPROVEMENTS

OAKLAND COUNTRY WRC
1 Public Works Drive
Waterford, MI 48328

Drew Sandhal, PE, Chief Engineer
sandhalm@oakgov.com
(248) 285-8375

PROJECT DESCRIPTION
The Skye Drive Pump Station is a steel can below-grade duplex pump station. HRC prepared design drawings to replace and relocate the existing electrical, controls, and SCADA equipment from the steel can below-grade pump station structure to a new above-grade control panel. Additionally, the primary ultrasonic level sensor was replaced with a radar level sensor, and backup floats were replaced in kind.

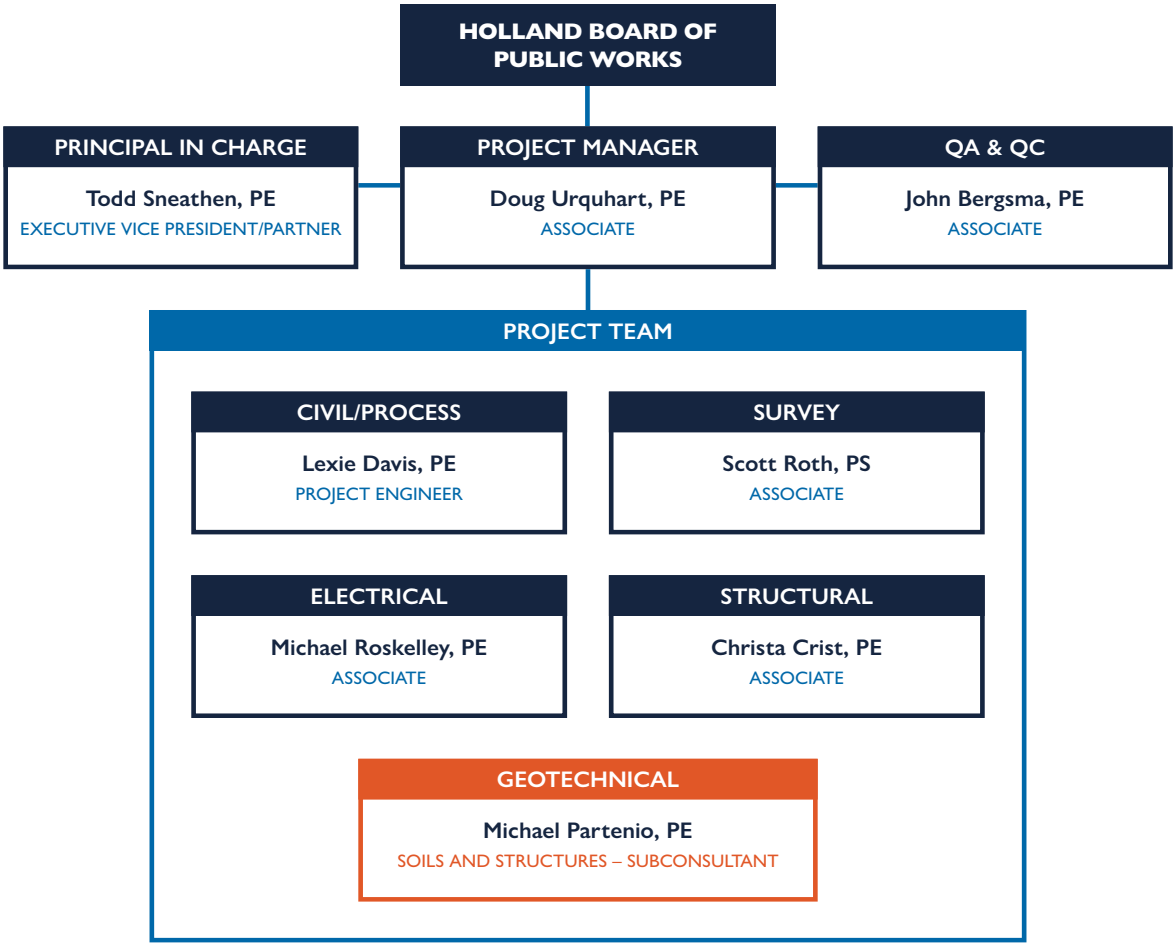




TEAM QUALIFICATIONS

ORGANIZATIONAL CHART

Below is a breakdown of our team organization for this project, outlining the specific roles and responsibilities assigned to each team member, as well as the overall structure designed to ensure effective communication throughout the project's duration. HRC's policy to have all projects assigned to a Principal of the firm ensures that each project will receive individual attention and have the direct interest of the firm.



RESUMES



EDUCATION
BS, Civil Engineering, Michigan State University, 1990

EXPERIENCE
With HRC since 2014, over 30 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer, Michigan No. 6201042128

AFFILIATIONS
American Public Works Association, Michigan Water and Environment Association, and Michigan Municipal League

TODD SNEATHEN, PE

EXECUTIVE VICE PRESIDENT/PARTNER **LOCATION: DELHI CHARTER TOWNSHIP**

Todd Sneathen has over 30 years of experience providing highly regarded infrastructure design and management for various projects. He has dedicated his professional career to providing high-quality projects that contribute to the health and well-being of local Michigan communities. His depth of experience includes roadways, sewer collection, CSO abatement, water distribution, solid waste collection, wastewater treatment plants, park systems, and downtown maintenance programs. Todd rejoined HRC in 2014 after serving in various municipal positions, including working for the City of East Lansing for more than 20 years, most recently as the director of public works from 2003 to 2014. Before being director, he served as assistant director of public works and design engineer for the City. He also served as chair of the East Lansing-Meridian Water and Sewer Authority Board, which administers the East Lansing Water Treatment Plant.

SELECT PROJECT EXPERIENCE

MUNICIPAL CONSULTING
- 2016 CDBG Streets and Water Main – City of Jackson
- 2017 CDBG Projects – City of Jackson

ROADS/BRIDGES
- Major Street Improvements – City of Jackson
- Wisner Street Rehabilitation – City of Jackson
- Cascade Park Trail and Street Enhancements – City of Jackson
- PASER Ratings – City of Jackson
- Francis Road – City of Jackson
- Ottawa Avenue Improvements – City of Grand Rapids
- Olthoff Drive Extension – City of Muskegon
- Miller Road Rehabilitation – City of Kalamazoo
- Safe Routes to School – Delhi Charter Township
- Pitcher Street Resurfacing – City of Kalamazoo
- Howard Street Mill and Overlay – City of Kalamazoo
- South Union Street Bridge – City of Traverse City
- North Cass Street Bridge – City of Traverse City
- Burcham Drive Reconstruction – City of East Lansing
- Cedar Street Reconstruction – Delhi Charter Township

PARKING, PAVEMENT, AND STREET LIGHTING
- Major and Minor Crack Seal Program – City of Jackson
- Downtown Streets and Parking Lot Rehabilitation Project – City of Jackson
- Parks Parking Lot Improvements – City of Lansing Parks and Recreation Department
- City Parking System Parking Lot Improvements – City of Lansing Parking Department

TODD SNEATHEN, PE
EXECUTIVE VICE PRESIDENT/PARTNER

PARKS AND RECREATION
- Holt Road to Mason Trail – Delhi Charter Township
- Front Street Streetscape – City of Traverse City
- Cedar Lake Trailhead Park – Delhi Charter Township
- Howard Street Pathway – City of Kalamazoo
- Ram Trail along Holt Road – Delhi Charter Township
- Cedar Street to Trailhead Park Connection – Delhi Charter Township
- Kalamazoo Bike Lanes – City of Lansing

WASTEWATER COLLECTION/TREATMENT
- WWTP Improvements – City of Mason
- POTW Improvements – Delhi Charter Township
- POTW Solids Handling Building – Delhi Charter Township
- POTW Digester Improvements – Delhi Charter Township
- Bay Street Area Sewer Lining – City of Traverse City
- WWTP Improvements – City of Hastings
- CWSRF Project Plan – City of Hastings, Delhi Charter Township, City of Traverse City, City of Mason
- MDEQ SAW Grants for Developing an Asset Management Program – Independence Township, City of East Lansing, City of Eaton Rapids
- Ongoing, As-Needed Sewer Lead Inspections – Delhi Charter Township

WATER TREATMENT/DISTRIBUTION
- Blackstone Street, Perrine Street, Williams Street Water Main – City of Jackson
- Lead Service Line Replacement Program – City of Jackson
- East Michigan Water Service Replacement – City of Jackson
- Water Plant Ground Storage Reservoir – East Lansing-Meridian Water and Sewer Authority
- Wayne Hill Booster Station Improvements – City of Traverse City
- East Glencairn Neighborhood Water Main Replacement – City of East Lansing
- Filter Backwash and Raw Water Main Upgrades – East Lansing-Meridian Water and Sewer Authority
- Water Asset Management Plan – City of Eaton Rapids
- Filter Additions and Controls Upgrades – East Lansing-Meridian Water and Sewer Authority
- DWRF Project Plan – East Lansing-Meridian Water and Sewer Authority, City of Traverse City, Lansing Board of Water and Light
- HVAC System Upgrade Replacement – East Lansing-Meridian Water and Sewer Authority

WATER RESOURCES/WATERSHED MANAGEMENT
- Allegan State Game Area Wetland Mitigation Bank – Michigan Municipal Wetlands Association
- Grand River State Game Area Wetland Mitigation Bank – Michigan Municipal Wetlands Association
- Drainage Boundary Reviews Multiple Locations – St. Clair County Drain Commissioner, Calhoun County Water Resources Commissioner

TRAFFIC ENGINEERING/INTELLIGENT TRANSPORTATION SYSTEMS
- 2021, 2022, and 2023 Safety Applications – City of Jackson
- Major Street Traffic Signal Engineering – City of Jackson
- West Street and Morrell Street Signal Replacement – City of Jackson
- Fourth Street/Horton Street/Stonewall Road Intersection and Traffic Signal Design – City of Jackson
- Cedar Street and Delhi Commerce Drive – Delhi Charter Township Downtown Development Authority
- Howard Street/Michigan Street Fiber and Signal CMAQ Project – City of Kalamazoo



EDUCATION
MS, Environmental Engineering, University of Michigan, 2004
BS, Chemical Engineering, University of Michigan, 2003

EXPERIENCE
With HRC since 2018, over 17 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer, Michigan No. 6201067401

AFFILIATIONS
American Water Works Association, Water Environment Federation, Michigan Water Environment Association

DOUG URQUHART, PE

ASSOCIATE **LOCATION: GRAND RAPIDS**

Doug Urquhart has over 17 years of water and wastewater engineering experience in planning, design, and construction administration for drinking water and wastewater treatment facilities. His drinking water treatment design experience includes hydraulic design, coagulation/flocculation design, clarification, filtration, and residual treatment and handling. His wastewater treatment experience includes preliminary treatment, primary and secondary clarification, aeration, and anaerobic digestion. He has four years of environmental engineering experience, including chemical, bioremediation, and groundwater treatment systems. Doug was also a Peace Corps volunteer in the Republic of Macedonia.

SELECT PROJECT EXPERIENCE

WASTEWATER COLLECTION/TREATMENT

- WWTP Improvements – City of Mason, MI
- Lift Station Evaluation and Odor Control – City of Petoskey, MI
- Ferric Chloride Chemical Feed Replacement – City of Petoskey, MI
- Sewer Odor Testing and Control Plan – City of Petoskey, MI
- Bear River Interceptor Capacity Evaluation – City of Petoskey, MI
- WWTP Improvements – City of Hastings, MI
- Clean Water State Revolving Fund Project Plan – City of Hastings, MI
- WWTP Solids Dewatering Equipment Replacement – City of Hastings, MI
- Clean Water State Revolving Fund Project Plan – City of Traverse City, MI
- Influent Rake Replacement – Hammond Sanitary District, IN
- Headworks Pump Station Improvements – Hammond Sanitary District, IN
- Tertiary Screw Pump Replacement – Hammond Sanitary District, IN
- WWTP Improvements, Construction, and Operations Support – City of Petoskey, MI
- Wastewater Asset Management Business Risk Evaluation – City of Petoskey, MI
- Hospital Sewer Odor Testing and Control Plan – City of Petoskey, MI
- Digester Upgrades Owner Representation Construction Engineering Support – City of Traverse City, MI
- Primary Treatment Options Study – City of Traverse City, MI
- WWTP Improvements – City of Galax, VA
- Pump Station Improvements – City of Galax, VA
- WWTP Improvements – Town of Grottoes, VA
- Grit Removal Equipment Replacement – Town of Abingdon, VA
- Draper Road Sanitary Sewer Modeling and Capacity Evaluation – Town of Blacksburg, VA
- WWTP Evaluation and Flow Equalization Preliminary Engineering Report – City of Covington, VA
- Infiltration and Inflow Study – City of Cheboygan, MI
- East Front Street Sewer Rehabilitation – City of Traverse City, MI
- WWTP Operations, Maintenance Plan, and Engineering Support – City of Covington, VA
- Sanitary Sewer Model Update – Town of Purcellville, VA

- College Street Sanitary Sewer Model Evaluation – Town of Christiansburg, VA
- Interceptor Modeling Evaluation and Preliminary Engineering Report – Town of Christiansburg, VA
- Interceptor Model Evaluation – Blacksburg, Virginia Polytechnic Institute, Sanitation Authority, VA
- Emory Meadowview Sanitary Sewer Model Evaluation – Washington County Public Service Authority, VA
- Sanitary Sewer Evaluation Study and RD Funding Application – Town of Glasgow, VA
- Bear Mountain WWTP Improvements – Bear Mountain State Park, NY
- Sanitary Sewer Rehabilitation Study – City of Salem, VA
- Pump Station Capacity Evaluations – Town of Blacksburg, VA
- West Club Pump Station Preliminary Design and Engineering Report – City of Salem, VA

WATER RESOURCES/WATERSHED MANAGEMENT

- Filter Addition and Controls Upgrades – East Lansing-Meridian Water and Sewer Authority
- Sodium Hypochlorite Feed System Replacement – East Lansing-Meridian Water and Sewer Authority
- Filter Backwash Recovery and Lagoon Decant Disposal – East Lansing-Meridian Water and Sewer Authority
- Ferric Chloride Enhanced Coagulation Evaluation – East Lansing-Meridian Water and Sewer Authority
- Water Treatment Plant Improvements – City of Howell, MI
- Water System Reliability Study Update – City of Petoskey, MI
- Water System Hydraulic Model Updates – City of Petoskey, MI
- Ingalls Pump Station Control Valve Installation – City of Petoskey, MI
- Water System Reliability Study Update – City of Traverse City, MI
- Drinking Water State Revolving Fund Project Plan – City of Traverse City, MI
- Water System Improvements – City of Cheboygan, MI
- Phase II Water Treatment Plant Modernization – NRV Regional Water Authority, VA
- Water Treatment Residuals Dewatering and Filtrate Evaluation – NRV Regional Water Authority, VA
- Water Treatment Residuals Storage Pond Sludge Removal – NRV Regional Water Authority, VA
- Route 522 Pump Station and Storage Tank Preliminary Design and Engineering Report – Town of Front Royal, VA
- Water Treatment Facility Raw Water Pump Station and Intake Upgrades – Henry County Public Service Authority, VA
- Water System Monitoring Support – Town of Blacksburg, VA
- Berovo Water and Wastewater System Improvements – Municipality of Berovo, Republic of Macedonia

INDUSTRIAL FACILITIES

- Chemical Pretreatment System Improvements – Industrial Client, VA
- pH Neutralization System Improvements – Industrial Client, MD
- Anaerobic Digestion and Combined Heat and Power System Construction and Startup Support – Industrial Client, TN
- Groundwater Remediation System Evaluation and Preliminary Design – Industrial Client, NY
- Soil Vapor Extraction System Design and Construction Administration – Industrial Client, OR
- In-situ Soil and Ground Water Chemical Remediation of Chromium VI – Oregon Department of Environmental Quality
- In-situ Anaerobic Biological Remediation and Soil Vapor Extraction System – Industrial Client, WA

STORMWATER COLLECTION

- Alpine Stormwater Pump Station Improvements – City of Grand Rapids, MI



EDUCATION
BS, Civil Engineering, University of Michigan, 2010

EXPERIENCE
With HRC since 2017, over 14 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer, Michigan No. 6201067339

AFFILIATIONS
Michigan Water and Environment Association

JOHN BERGSMA, PE

ASSOCIATE **LOCATION: BLOOMFIELD HILLS**

John Bergsma is an associate at Hubbell, Roth & Clark, working on projects in its process department. John has experience designing and managing a variety of water, wastewater, and combined sewer projects. His responsibilities include studies and design development, hydraulic modeling, project management, construction administration, and construction observation.

SELECT PROJECT EXPERIENCE

WASTEWATER COLLECTION/TREATMENT

- WWTP and Sanitary Collection System Improvements – City of Caro
- WWTP Improvements Project – City of Cheboygan
- WWTP Improvements Project – City of Howell
- Davis Street Pump Station Design – City of Utica
- Secondary Clarifier Addition and Repairs Project – City of Wixom
- WWTP Grit Chamber Improvements Project – City of Warren
- Loop Road Connector Pump Station Design – City of Howell
- Primary Effluent Tank Improvements Project – City of Warren
- Village of Lake Orion Pump Station Improvements Design – OCWRC
- Peripheral Feed Secondary Clarifier Rehabilitation – City of Warren
- Aeration and SCADA Improvements – City of Wixom
- Lathrup Village SRT Condition Assessment – OCWRC
- Ultraviolet Disinfection Project – City of Flint
- Farrand Road Pump Station – Genesee County
- Walnut 1 Pump Station Forcemain Extension Project – OCWRC
- Benjamin Pump Station Design – City of Saint Claire Shores
- Willow Run East Side Sanitary Pump Station Design – Wayne County Airport Authority
- Sanitary Lift Station Replacement Project – City of Troy
- GLWA WRRF Rouge River Outfall Project – Great Lakes Water Authority
- Hospital Pump Station Design – City of Eaton Rapids
- Sanitary Sewer Dye Dilution Testing – South Huron Valley Utility Authority
- Wayne County DPS NESDS Priority 1A Improvements Project – Wayne County
- WWTP Upper-Level Belt Filter Presses Rehabilitation – Detroit Water and Sewerage Authority
- Incinerator Complex II Rehabilitation – Great Lakes Water Authority
- Dearborn Combined Sewer Overflow SRF Program – City of Dearborn
- Woodingham Pump Station – City of East Lansing
- Sanitary Sewer Evaluation Study & Disconnection Program – City of Grand Rapids

INDUSTRIAL FACILITIES

- Industrial Waste MBR filtration Pilot Study – Marathon Oil, Detroit, Michigan

JOHN BERGSMA, PE
ASSOCIATE

WATER TREATMENT/DISTRIBUTION

- Flint WTP Condition Assessment – City of Flint
- Maryland Estates Storm Sewer Improvements – City of Grand Rapids
- Footing Drain Disconnection Program – City of Ann Arbor

WATER RESOURCES/WATERSHED MANAGEMENT

- Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site – MDEQ
- Jackson Drop Forge Superfund Site – City of Jackson
- DWSD Water Master Plan 10-year CIP – Detroit Water and Sewerage Department



EDUCATION
BS, Civil Engineering, Michigan State University, 2016

EXPERIENCE
With HRC since 2017, over 9 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer, Michigan No. 6201311061

AFFILIATIONS
Michigan Water and Environment Association
Water Environment Federation/Michigan

LEXIE DAVIS, PE

PROJECT ENGINEER **LOCATION: GRAND RAPIDS**

Lexie Davis joined HRC in 2017. Her experience includes conceptual planning, design and construction engineering, permit preparation, systems startup and operations assistance for municipal wastewater treatment systems, wastewater pumping, sanitary and stormwater collection, watershed management, and asset management planning.

SELECT PROJECT EXPERIENCE

WASTEWATER COLLECTION/TREATMENT

- CSO Separation Project Plan – Hammond Sanitary District
- Market Avenue Concentrated Waste Forcemain Construction Engineering – City of Grand Rapids
- Eagle Crest Forcemain Replacement Design and Construction Engineering – City of Grand Rapids
- WRRF Gate Actuators and RAS Pumps Replacement Design and Construction Engineering – City of Grand Rapids
- Gate Replacement in the Outfall Structure at the WRRF Construction Engineering – City of Grand Rapids
- Pretreatment System Evaluation at the WRRF – City of Grand Rapids
- Screen Building Expansion and Grit Tank Improvements at the WRRF Design and Construction Engineering – City of Grand Rapids
- Phase 2 Grit Tank Improvements and Phase 3 Screen Building Odor Control at the WRRF Design – City of Grand Rapids
- WWTP Improvements Project Design and Construction Engineering – City of Hastings
- Solids Dewatering Equipment Replacement Design – City of Hastings
- POTW Improvements Design and Construction Engineering – Delhi Charter Township
- Local Limit Study Evaluation – Delhi Charter Township
- Feed Sequencing Tank Steel Cover Evaluation – Delhi Charter Township
- Holt Generator Project Design and Construction Engineering – Delhi Charter Township
- Grovenburg Generator Project Design – Delhi Charter Township
- Meadow Ridge Generator Project Design and Construction Engineering – Delhi Charter Township
- Pleasant River Generator Project Design and Construction Engineering – Delhi Charter Township
- Chlorinated Final Effluent and Bypass Improvements Design and Construction Engineer – Delhi Charter Township
- POTW Improvements Project Design and Construction Engineering – Delhi Charter Township
- Dell Road Lift Station Valve Replacement Project Design and Construction Engineering – Delhi Charter Township
- Pine Tree Lift Station Pump Replacement Project Design Engineering – Delhi Charter Township

ASSET MANAGEMENT

- SAW Grant Asset Management Assessment for Collection, Distribution, and Treatment Systems – City of Hastings
- WWTP and Pump Stations Asset Management Program – City of Petoskey

WATER TREATMENT/DISTRIBUTION

- Wealthy Reconstruction Construction Engineering – City of Grand Rapids

WATER RESOURCES/WATERSHED MANAGEMENT

- Richmond Park Daylighting Channel and Indian Mill Creek Dam Removal – City of Grand Rapids
- Glen Echo Drive Sedimentation Design – City of Grand Rapids



EDUCATION
BS, Surveying Engineering, Michigan Technological University, 2008

EXPERIENCE
With HRC since 2008, 18 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Surveyor, Michigan No. 4001061490, Level II Certified Infrared Thermographer, M.U.S.T Safety Certified, Confined Space Entry Supervisor Certified

AFFILIATIONS
Michigan Society of Professional Surveyors, SE Chapter – Board Past President, National Society of Professional Surveyors (NSPS), Northwestern Michigan College – Surveying Program Industrial Advisory Board Member

SCOTT ROTH, PS

ASSOCIATE **LOCATION: HOWELL**

Scott Roth has 18 years of experience as a professional surveyor on public and private infrastructure projects. He is a key participant in project requirements that include industrial site survey control networks, boundary surveys, 3D laser scanning with point cloud modeling, right of way acquisition, GNSS technology, GIS data collection, route and construction surveying, radial topographic mapping, horizontal and vertical control surveys, State Plane and UTM coordinate use, and work with various datum and computations. His experience also includes asset management, infrared forensic engineering, ADA compliance assessments, industrial infrared building envelope integrity surveys, research, and computer-aided drafting.

SELECT PROJECT EXPERIENCE

ROADS/BRIDGES AND PATHWAYS

- Airline Trail – City of Wixom
- Warren Dunes State Park, Red Arrow Linear Trail Design – Michigan Department of Technology, Management and Budget/MDNR
- Musketawa Trail, Phase III – City of Muskegon
- Pontiac Trail Drainage Improvements, Nine Mile to CSXT – Road Commission for Oakland County
- North Industrial Drive Reconstruction – City of Farmington Hills
- Biddestone Lane Paving and Culvert Replacement – City of Farmington Hills
- Musketawa Trail Connector – City of Muskegon
- Musketawa Trail Reconstruction – Michigan Department of Technology, Management and Budget
- Western Michigan University and Howard Fiber Signal and Pathway – City of Kalamazoo
- M-24 at Burnside Road Signal Modernization – Michigan Department of Transportation
- West Avenue Reconstruction and Improvements – Road Commission of Kalamazoo County
- High Street Bridge Laser Scanning and Structure Survey – City of Jackson
- School Safety Routes – Delhi Charter Township
- Eighth Street Safety Project – Road Commission of Kalamazoo County
- Drake Road CMAQ Fiber and Signal AMTRAK Crossing – Road Commission of Kalamazoo County
- Drake Road Mill and Overlay KL Avenue to M-43 – Road Commission of Kalamazoo County
- City Parking Lots Reconstruction – City of Lansing
- Lydia Street Reconstruction – City of Jackson
- Francis Street Reconstruction – City of Jackson
- Stonewall Street and Fourth Street Intersection – City of Jackson
- Pearl Street Enhancements – City of Jackson
- Bucky Harris Park Improvements – City of Jackson
- Wealthy Street Reconstruction – City of Grand Rapids
- Almena Drive and KL Avenue Realignment – Road Commission of Kalamazoo County
- Multi-Year Road Improvements – City of Howell
- Tienken Road Reconstruction – City of Rochester Hills
- Wixom Road Bypass – City of Wixom
- Franklin Road Layout – Village of Franklin

SCOTT ROTH, PS
ASSOCIATE

- Pinckney Road/D-19 Reconstruction – City of Howell
- John R Road – City of Rochester
- University Drive Reconstruction – City of Rochester
- Topographical Survey Design Engineering for West Michigan and Howard Fiber Signal and Pathway – City of Kalamazoo
- Kalamazoo Street Bike Lanes Construction – City of Lansing
- I-69 MDOT Survey – City of Flint
- MDOT I-75 Reconstruction – Genesee County
- Nine Mile Road Bridge Layout – City of Southfield
- Seventeen Mile Road Bridge Over Conrail Railroad Laser Scan – City of Sterling Heights
- Lakeside Pedestrian Bridge Structural Assessment – City of Sterling Heights
- Bridge Street Carbon Reinforced Bridge Layout – City of Southfield
- Ambassador Bridge – DIBC
- Torrey Road Bridge – City of Fenton
- Grand River Avenue and Washington Avenue, Water Main Reconstruction – City of Lansing
- Clinton Street Laser Scanning and Reconstruction – City of Howell

PARKING, PAVEMENT, AND STREET LIGHTING
- City Hall Safety Path – City of Wixom
- Potter Park Zoo Stormwater Infrastructure Improvements – Ingham County
- Gunnar Mettala Park – City of Wixom
- Fire and Ice – City of Howell
- Parking Lot 10 – City of Howell
- Howell Summit Gardens – City of Howell
- New Police Headquarters Building – City of Battle Creek
- Library Parking Deck – City of Jackson
- Pavement Rehabilitation – Sears Holdings Corporation, Our Lady of Loretto, St. Margaret of Scotland
- Pavement Management Sidewalk Study – University of Toledo
- ADA Improvements – West Bloomfield Parks and Recreation

WATER RESOURCES/WATERSHED MANAGEMENT
- Minnow Pond Drain – City of Farmington Hills
- Meckler Drain Culvert Replacement and Stream Enhancement – GM Global Facilities
- Quarton Lake Maintenance and Dredging – City of Birmingham
- Pavilion Drive Culvert Replacement and Stream Restoration – Oakland University
- Storm Collection Inventory and Assessment SAW Grant – City of Marysville
- Ross Township Culvert Replacement EGLE Permitting Survey – Road Commission of Kalamazoo County

WATER TREATMENT/DISTRIBUTION
- Jackson Water Plant – City of Jackson
- 2017 Water Main Projects – City of Jackson
- West Service Center Water Distribution Improvements – Great Lakes Water Authority

WASTEWATER COLLECTION/TREATMENT
- Lola Valley Sewer – Wayne County
- WWTP Laser Scanning – City of Wixom
- Manhole Locating and NASSCO Inspection – City of Beverly Hills
- Delhi Commerce Lift Station – Delhi Charter Township
- Woodingham Pump Station – City of East Lansing



EDUCATION
BS, Electrical Engineering, Electric Power Engineering Certificate, Michigan Technological University, 2014

EXPERIENCE
With HRC since 2014, over 13 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer, Michigan No. 6201067429
Arizona No. 78720
Illinois No. 062.075082
Indiana No. PE12300258
Ohio No. PE.89073

MICHAEL ROSKELLEY, PE

ASSOCIATE **LOCATION: BLOOMFIELD HILLS**

Michael Roskelley has over 13 years of experience in HRC's Electrical Department, serving as Department Manager for the past three years. His responsibilities include project management and electrical design and specification, focusing on power distribution systems, backup power generation systems, instrumentation, and controls. He also has experience in lighting design and construction administration. He has experience on multiple projects conforming to MDOT, AASHTO, NEC, OSHA, Federal/State Codes, Standards, Specifications, Procedures, and Guidelines. He has experience managing multidisciplinary projects, including electrical, mechanical, civil, architectural, and structural engineering.

SELECT PROJECT EXPERIENCE

MUNICIPAL CONSULTING

- Grand Blanc Office Building Assessment – Ascension Health
- Code Reviews, Various – Bloomfield Township
- Portable Generator Analysis and Specification – Delhi Charter Township
- City Hall Campus Electric Vehicle Study and Design – City of Farmington Hills
- Grand Rapids Water Resource Recovery Facility Headworks Evaluation – City of Grand Rapids
- Marina Evaluation – City of Grosse Pointe Park
- Linden Grist Mill Assessment – City of Linden
- Township Hall Generator Improvements – Milford Township
- Pontiac Youth Center Assessment – City of Pontiac
- Phoenix Center Lighting Study – City of Pontiac
- Cellular Tower Metering Study – City of Southfield
- Wixom Infrastructure Analysis – City of Wixom

MUNICIPAL FACILITIES

- Department of Public Services Generator Replacement – City of Birmingham
- Recycle Pad Cardboard Compactor – Delhi Charter Township
- City of Jackson Fire Pit – City of Jackson
- Moores Park Dam Remote Control Project – Lansing Board of Water and Light
- 50th District Court Evaluation – City of Pontiac
- City Hall Assessment – City of Pontiac
- 50th District Court HVAC Improvements – City of Pontiac
- Laboratory Improvements – Road Commission for Oakland County
- New Electric Shop Building – Road Commission for Oakland County
- DPW Water Garage Improvements – City of Warren

WASTEWATER COLLECTION/TREATMENT

- Ann Arbor Lift Station Replacements – City of Ann Arbor
- Headworks Improvement Project – City of Ann Arbor

- GLWA Conveyance System Infrastructure Improvements – Applied Science, Inc.
- Delhi Publicly Owned Treatment Works Improvements and Lagoon Generator – Delhi Charter Township
- Holt Road, Grovenburg Road, and Meadowridge Lift Station Generator – Delhi Charter Township
- Solids Handling Building and CHP Generator – Delhi Charter Township
- Secondary System and Headworks System Renovations Project – Downriver Wastewater Treatment Facility, Wayne County
- Influent Pump Station VFD Replacement – Downriver Utility Wastewater Authority
- East Lansing Retention Treatment Basin Improvements – City of East Lansing
- Woodingham Pump Station Replacement – City of East Lansing
- Farrand Road Pump Station – Genesee County Drain Commissioner
- Oak Pointe WWTP Generator Switchover – Genoa Township
- Grand Rapids Water Resource Recovery Facility Gate Actuator Replacement – City of Grand Rapids
- Alpine Pump Station Improvements – City of Grand Rapids
- Grand Rapids Water Resource Recovery Facility Screen Building Expansion – City of Grand Rapids
- Water Resource Recovery Facility Electrical Investigation and Substation Replacement – Great Lakes Water Authority
- Northwest Interceptor Relief Sewer to Oakwood RTB – Great Lakes Water Authority
- Headworks and Kennedy Pump Station Improvements – Hammond Sanitary District, IN
- North and South Rake Replacement – Hammond Sanitary District, IN
- Hastings WWTP Improvements – City of Hastings
- Howell WWTP Switchgear and Generator Replacement – City of Howell
- Howell Dam Site Pump Station Improvements – City of Howell
- WWTP Improvements – City of Howell
- Chapaton Dry Weather Pump and Screen Improvements – Macomb County Public Works
- Southerly Preliminary Waste Treatment Facility Improvements – Northeast Ohio Regional Sewer District
- Walnut 1 Pump Station Forcemain Extension – Oakland County Water Resources Commissioner
- Huron-Rouge Sewage Disposal System – Oakland County Water Resources Commissioner
- Lake Orion Pump Station Evaluation – Oakland County Water Resources Commissioner
- Lathrup Sewer Retention Facility – Oakland County Water Resources Commissioner
- Skye Drive Pump Station Improvements – Oakland County Water Resources Commissioner
- Harvard Pump Station Replacement – City of Southfield
- South Haven WWTP Pump Station – City of South Haven
- South Huron Valley Biological Treatment Tanks – South Huron Valley Utility Authority
- Trenton Arm Pump Station Pump Replacement – South Huron Valley Utility Authority
- South Huron Valley Capital Improvement Projects – South Huron Valley Utility Authority
- WWTP Improvements – South Huron Valley Utility Authority
- Phase 1 Wastewater Upgrades – Wacker Chemical Corporation, Adrian Plant
- Warren WWTP Transformer Replacement, Secondary Clarifier Rehabilitation, Asset Management Plan, Solids Incinerator Replacement, Dry Well Column 3 Repair – City of Warren

WATER TREATMENT/DISTRIBUTION

- Shelby Township Water Reservoir Building – Dan's Excavating
- East Lansing Water Plant HVAC Improvements, Plant Backwash Tank and Hypochlorite System Replacement – ELMWSA
- Lake Huron Pump Station – Karegnondi Water Authority, Genesee County
- Pump Station 7 and 14 Generator Addition – Genoa Charter Township
- Cady Marsh Raker Replacement – Town of Griffith
- Water Treatment Plant Upgrades – City of Grosse Pointe Farms
- East Lansing Water Plant Filter Addition and Controls Upgrade – City of Hastings
- Kingswood Pump Station – Henry Ford Health System
- Howell Water Treatment Plant Improvements – City of Howell
- Jackson WTP High Service Pumps – City of Jackson
- Amy Pump Station Improvements – Oakland County Water Resources Commissioner



EDUCATION
BS, Civil Engineering, Lawrence Technological University, 1999
BS, Architecture, Lawrence Technological University, 1998

EXPERIENCE
With HRC since 1999, 27 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer – Michigan No. 6201063747

AFFILIATIONS
American Institute of Steel Construction (AISC), 2016–Current

CHRISTA CRIST, PE

ASSOCIATE **LOCATION: BLOOMFIELD HILLS**

As the leader of HRC's Structural Department, Christa Crist is responsible for structural analysis, design, and development of contract plans and specifications for various projects, including concrete, steel, and masonry construction. Her project focus includes new construction and rehabilitation work for water and wastewater treatment facilities and bridge design for the Michigan Department of Transportation and local agencies. As part of her department role, she frequently performs structural inspections and detailed field condition surveys, concluding with preparing detailed assessment reports incorporating recommendations and cost estimates for addressing items noted in the inspections.

SELECT PROJECT EXPERIENCE

WASTEWATER COLLECTION/TREATMENT

- WWTP Secondary Clarifier Rehabilitation – City of Warren
- WWTP Primary Clarifiers 5 and 6 Effluent Trough Rehabilitation – City of Warren
- WWTP Aeration Tanks 5 and 6 Fall Protection Improvements – City of Warren
- WWTP Asset Management Plan Structural Inspections – City of Warren
- Water Recovery Facility Pumping Station Repairs – City of Warren
- WWTP Aeration Basin Inspection – City of Wixom
- WWTP Miscellaneous Improvements – City of Wixom
- WWTP Filters and Electrical Improvements – City of Wixom
- SWRDD RTB Effluent Channel Flap Gate – Southgate-Wyandotte Relief Drains Drainage District
- SHV Priority 1 and 2 Renovations – South Huron Valley Utility Authority
- Sanitary Retention Tank Improvements – Oakland County Water Resources Commissioner
- WWTP Inspections – City of Cheboygan
- Huron-Rouge Sewage Disposal System Sewage Retention Facility – Oakland County Water Resources Commissioner
- Chapaton Pump and Screen Improvements – Macomb County Public Works Commissioner
- WWTP Aeration Tank Repair – Oakland County Water Resources Commissioner
- WWTP Aeration Basin Inspection – City of Wixom
- WWTP Asset Management Plan Structural Inspections – City of Warren
- WWTP Improvements – City of Petoskey
- WWTP Pump Station – City of South Haven
- WWTP – City of South Lyon
- WWTP Renovations, Secondary Clarifiers – City of Warren
- WWTP Miscellaneous Improvements – City of Howell
- Phase 1 WWTP Influent Relief Sewer, Kalamazoo Street Interceptor – City of East Lansing
- Downriver WWTF Secondary and Headworks System Improvement Project – City of Wyandotte
- Downriver WWTF DR-6 Solids Thickening Complex Renovations – City of Wyandotte

MUNICIPAL FACILITIES

- Police Headquarters Evidence Lab Renovation – City of Warren

- Police Headquarters Building Roof Slab Structural Assessment – City of Warren
- Community Center Pool Waterslide Structural Assessment – City of Warren
- Community Center Bleacher and Storage Facility Inspection – City of Warren
- DPW Facility Paint and Finish Maintenance Project – City of Farmington Hills
- Linden Grist Mill Condition Assessment – City of Linden
- POTW Nitrification Tower Inspection – Delhi Charter Township
- City Offices Wall Repair Project – City of Howell
- Police Headquarters Building Roof Slab Structural Assessment – City of Warren

WATER TREATMENT/DISTRIBUTION

- PRV No. 7 Rehabilitation – City of Troy
- Emergency Connection Meter/PRV Facility – Waterford Township
- The Crossings Well House Generator Room Wall Reconstruction – Kent County Water Resources Commissioner
- 2021 PRV Rehabilitation – Bloomfield Township
- West Long Lake Road and Woodward PRV Vault – City of Bloomfield Hills
- Long Lake PRV Project – Bloomfield Township
- 2019 PRV Rehabilitation Project – Bloomfield Township
- Nine Mile and Halsted and Eleven Mile and Farmington PRVs – City of Farmington Hills
- OF2 Task 20 Inkster CSO RTB Basin Deck Opening and Wall Investigation – Wayne County Department of Public Services
- OF2 Task 25 Dearborn Heights CSO RTB Basin Deck Opening and Wall Investigation – Wayne County Department of Public Services
- Connor Creek RTB Emergency Procurement Work Launder/Emergency Relief Gate Inspection – Great Lakes Water Authority
- King Street Tile Drain – Saginaw County Public Works Commissioner
- 2016 SRF Northeast Relief Sewer Rehabilitation of Pump Stations – Macomb County
- Kerby Road Pumping Station Restoration – City of Grosse Pointe Farms
- CSO Basin and Forcemains, Hammond, Indiana Sanitary District – City of Hammond, IN

INDUSTRIAL FACILITIES

- Howell Pepsi Plant Evaluation of Equipment Mezzanine Modifications – Linker Equipment Corporation
- Troy Transfer Station Facility Fire Damage Evaluation – Southeastern Oakland County Resource Recovery Authority
- Linden Grist Mill Condition Assessment – City of Linden
- DTE Trenton Channel Power Plant Improvements – City of Trenton

COMMERCIAL DEVELOPMENT

- Oakland Community College, Farmington Hills Campus Community Activities Building Structural Assessment – Barton Malow Company
- Cemetery Building Structural Inspections – Archdiocese of Detroit

LANDSCAPE ARCHITECTURE

- Our Lady of Hope Catholic Cemetery Main Entrance and Corner Monument Landscape Improvements – Archdiocese of Detroit

MISCELLANEOUS

- RTB #4 Odor Control Room Slab Replacement – City of Bay City

PARKING, PAVEMENT, AND STREET LIGHTING

- Howell Parking Lots #2 and #4 Reconstruction – City of Howell

WATER RESOURCES/WATERSHED MANAGEMENT

- Sylvan Lake Seawall Project – City of Sylvan Lake

MICHAEL PARTENIO, P.E.

MPARTENIO@SOILSANDSTRUCTURES.COM

CONTACT

(231) 670-4132

Ann Arbor · Muskegon · Traverse City · Upper Peninsula ·

POSITION

Director of Geotechnical Services / Geotechnical Engineer

EDUCATION

Master of Science in Geotechnical Engineering – University of Michigan

Bachelor of Science in Civil Engineering – University of Michigan

REGISTRATION

Professional Engineer in the State of Michigan

GEOTECHNICAL ENGINEERING PROJECT EXPERIENCE

Viridian Shores – Harbor 31
Geotechnical Investigation
Muskegon, MI

Allendale Wastewater Treatment Plant
Geotechnical Investigation & Geotechnical Consulting
Allendale, MI

Discovery Pier – Restroom, Pavilion, & Dock
Geotechnical Investigation & Foundation Design
Traverse City, MI

Samaritas Apartments
Geotechnical Investigation & Foundation Design
Muskegon, MI

Tannery Bay Residential Development
Geotechnical Investigation & Foundation Design
Whitehall, MI

Harbor Terrace Senior Living
Geotechnical Investigation
Muskegon, MI

Adelaide Point – Condos and Mixed-Use Building
Geotechnical Investigation, Foundation Design, & Load Testing
Muskegon, MI

LMCU Ballpark – Field Replacement
Geotechnical Investigation & Soil Stabilization
Comstock Park, MI

SOILS & STRUCTURES

SUBCONSULTANT INFORMATION

SOILS & STRUCTURES

WWW.SOILSANDSTRUCTURES.COM

CONTACT

(800) 933-3959

Ann Arbor · Muskegon · Traverse City · Upper Peninsula ·

COMPANY CONTACT

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6480 Grand Haven Rd.
Muskegon, Michigan 49441
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Ctoth@soilsandstructures.com
www.soilsandstructures.com

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Traverse City, Michigan 49696
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Ann Arbor, Michigan 48108
(800) 933-3959
Jbissonette@soilsandstructures.com

Upper Peninsula Michigan Office
10804 Business Spur
Rudyard, Michigan 49780
(800) 933-3959
Ddunkin@soilsandstructures.com

SOILS & STRUCTURES

COMPANY PROFILE:

Soils & Structures, founded in 1974, is a leading Michigan based engineering consulting firm. With over 100 professional staff across four offices, the firm specializes in geotechnical and structural engineering, construction materials testing, and geotechnical drilling for clients throughout Michigan.

CLIENT BASE:

Owners, Architects, Developers, Construction Management Companies, Municipalities, Suppliers, Surveyers and, Engineering Consultants.

ENGINEERING SERVICES:

Geotechnical Engineering

Geotechnical Engineering expertise across Michigan, specializing in subsurface investigation and analysis to design optimal, cost-effective foundations for structures of all sizes. Resulted in improved foundation design, budget adherence, and high project confidence.

- Foundation Design
- Retaining Wall Design
- Drilling Services
- Pavement Design
- Geotechnical Investigation & Reports
- Earth Retention Design & Evaluation

Structural Engineering

We offer comprehensive structural engineering for new buildings and foundations, serving industrial and architectural clients, with specialized expertise in the structural evaluation of existing commercial, manufacturing, and historical structures.

- Design of New Buildings
- Foundation Design
- Steel Detailing
- Steel Detailing
- Computer Aided Drafting
- Pile, Retaining Wall & Cofferdam Design

Construction Materials Testing

Construction Materials Testing is provided for both public and private projects using ASTM and MDOT procedures. Our ICC and state certified technicians provide testing and quality control with technologically advanced equipment. Soils & Structures operates an AASHTO Accredited Laboratory.

- Concrete Testing
- Soil Density Testing
- Aggregate Testing
- Masonry Inspections
- Vibration Monitoring
- Pile Inspection
- Non-Destructive Testing
- Structural Steel Inspections
- Reinforcing Steel Inspection
- Concrete Maturity Testing
- Asphalt Testing
- Thermal Imaging

METHODS AND TECHNIQUES

PROJECT UNDERSTANDING

PROJECT OBJECTIVES

The Holland Board of Public Works (BPW) is seeking an engineering firm to assess the Lincoln Lift Station and to design the lift station replacement and the rehabilitation of the existing forcemain.

EXISTING CONDITIONS

The Lincoln Lift Station is located east of Lincoln Road, approximately 1,900 feet south of 48th Street. The lift station was constructed in 1981 and includes a 15-foot by 15-foot wet well with an adjacent dry well. The steel can-style dry well contains the station's electrical and control panels, two 20 HP centrifugal pumps, and associated valves and piping. Downstream of the station is a manhole with valves and available pipe connections for bypassing the lift station or recirculating the wet well. The pump station discharges to a 12-inch ductile iron forcemain.

The station currently lacks a permanent standby generator for backup power. The station and associated facilities are located on a 0.5-acre parcel of land owned by the Holland BPW. The existing HMA driveway is in fair condition. The chain link fence and gate have been removed, as access to the pump station and wet well is now locked.

The upstream sewers to the Lincoln Lift Station were evaluated in the 2024 Existing System Capacity Evaluation and Future Flows. This study indicated that surcharging may occur in the 12-inch sewer during spring conditions. Additional metering in the 12-inch and 21-inch sewers was recommended to help characterize the flow split from the upstream manufacturing facilities and verify that the existing sewer capacity is sufficient. The Capacity Evaluation, however, did indicate the existing pump station has sufficient capacity. The rated capacity is 1,200 gpm, and averages only 42.6 gpm, with a peak of 167.2 gpm.

PROJECT APPROACH

SITE ORIENTATION

The project would begin with a survey of the lift station site to identify parcel information and accurately capture existing site layout, including property/easement lines. HRC would coordinate with the City to obtain access to the dry and wet wells to perform a preliminary condition assessment of the existing structures. To support the design of new structures at the site, a 45-foot soil sample/boring will be completed.

BPW resources, including the lift station as-built information and operational data provided, will be reviewed throughout the project.

Upstream flow monitoring will be included to provide sufficient flow data to determine the existing average and peak flows. HRC assumes approximately two to three months of flow metering using two flow meters at the 12-inch sewer at MH-3953 and at the 21-inch sewer at MH-3864 to capture sufficient data and wet weather events. This data, in addition to an assessment of potential future flows, will be used to verify that the pump station and forcemain size can be reduced, and to determine the available capacity of the 12-inch sewer.

Reducing the pump station capacity will factor into the forcemain rehabilitation. That is, if the new capacity is too low, slip-lining of the existing forcemain rather than cured-in-place pipe (CIPP) lining may be required to reduce the pipe's internal diameter and ensure the sewer flows remain above the minimum velocities.

The collected information will be summarized in a preliminary design recommendation memorandum outlining improvements to include in the design. Based on the information supplied, the station has had minimal to no work since its original construction in the early 1980s.

DESIGN

HRC will evaluate the option of renovating the existing pump station versus full replacement. It is our understanding that the BPW is beginning to transition its below-grade can-style dry well sanitary lift stations to circular wet pit submersible stations. The new wet pit pump station has various benefits over a steel dry pit. This includes reducing corrosion of the steel can and fittings, as well as reducing the safety risks associated with a below-grade dry pit. The existing 15-foot by 15-foot square below-grade wet well is also oversized for the influent sewer flows observed and is difficult to clean. HRC will evaluate the condition for retrofitting this wet well structure to a smaller circular structure.

HRC will prepare project plans, specifications, and an engineer's construction estimate that will be updated as the design progresses. The plans and specifications will be prepared in conformance with the BPW standards and specifications. Utilities will be contacted as required per our understanding of the project scope.

Within the design, the following major decisions will be completed:

- Confirm the lift station's pumping capacity. Following the flow metering and during the early stages of the design phase, HRC will perform hydraulic calculations to confirm the total dynamic head of the pumps.
- Replace the existing wet well with a circular wet well for duplex wet pit submersible-style pumps.
- Install below-grade valve vault with check valve and isolation valves.
- Provide new above-grade electrical and control enclosures, including cabinet materials, location, lead time, and cost impacts.
- Install new backup generator using natural gas from service along Lincoln Road.
- Line existing DIP forcemain with CIPP lining or slip-lining methods.
- Prepare a bypass plan. This could entail using the existing wet well for suction from the bypass pumps and discharging to the forcemain while the new pump station is under construction. The lining of the forcemain may require bypass pumping, or if the flows are low enough, pumping and hauling using a vactor truck.

The final plans and specifications will be provided to the City as ready to bid.

BID PHASE

Using the final plans and specifications, HRC will prepare to support the City in advertising and issuing the bid documents. HRC will also attend and support the City in administering the pre-bid conference with prospective bidders. During this time, we will respond to bid questions and prepare any required addenda. HRC will provide a review and recommendation of the bids received.

CONSTRUCTION PHASE SERVICE

We understand that the City will provide full-time observation during the project's construction. The construction administration task includes maintaining field records, reviewing pay estimates, preparing reimbursement requests, providing design assistance to the City's field staff, and other construction management items.

HRC will provide materials testing in accordance with the City and MDOT requirements (as required). HRC will provide construction staking for the project. HRC will review the shop drawings that the contractor must submit. The efficiency of reviewing submittals depends on the thoroughness of the information provided by the contractor. Record drawings for any work that deviates from the construction drawings will be provided by the contractor and finalized by HRC.

WHY HRC PROVIDES THE BEST VALUE TO THE HOLLAND BPW

- RAPID RESPONSE TASK-ORDER TEAM
- LIFT STATION REPLACEMENT/IMPROVEMENT EXPERTISE
- FACILITY CONDITION ASSESSMENT EXPERIENCE
- IN-HOUSE ENGINEERING THAT ELIMINATES DELAYS
- PROVEN LIFT STATION REPLACEMENT/IMPROVEMENT PORTFOLIO



SCHEDULE

Below is HRC's proposed schedule for the project. A finalized schedule of events will be provided after the kickoff meeting.

CONSULTANT SELECTION	**APRIL 6, 2026**
KICKOFF MEETING	**APRIL 14, 2026**
PERFORM SURVEY AND CONDITION ASSESSMENT	**APRIL 2026**
INSTALL FLOW METERS	**APRIL 2026**
REVIEW DRAFT RECOMMENDATION MEMORANDUM AND 30% DESIGN DOCUMENTS WITH CITY, INCLUDE PRELIMINARY ENGINEER'S ESTIMATE FOR PROPOSED SCOPES OF WORK FOR DISCUSSION	**MAY 2026**
REMOVE FLOW METERS	**JUNE 2026**
SUBMIT 60% DESIGN DOCUMENTS FOR REVIEW	**JUNE 2026**
60% DESIGN REVIEW MEETING	**JUNE 2026**
SUBMIT 90% PLANS AND SPECIFICATIONS FOR REVIEW	**JULY 2026**
90% DESIGN REVIEW AND PART 41 PERMIT APPLICATION TO EGLE	**JULY 2026**
FINAL PLANS, SPECIFICATIONS, AND ENGINEER'S CONSTRUCTION ESTIMATE	**SEPTEMBER 2026**
PROJECT OUT FOR BID	**OCTOBER 2026**
AWARD PROJECT AND EXECUTE CONTRACT	**NOVEMBER 9, 2026**
CONSTRUCTION TO BEGIN	**MARCH 2027**



FEE

TASK DESCRIPTION	PRINCIPAL $165.00	PROJECT MANAGER $155.00	DESIGN ENGINEER $140.00	GRADUATE ENGINEER $125.00	ELECTRICAL ENGINEER $150.00	QA/QC ENGINEER $155.00	STRUCTURAL LEAD $175.00	STRUCTURAL ENGINEER $150.00	SURVEY $120.00	MATERIALS TESTING $90.00	GEOTECHNICAL	FLOW METERING	TOTAL HOURS	TOTAL ESTIMATED COST
TASK 1 - SITE ORIENTATION	2	4	12	20	8				40		$4,500.00	$12,000.00	86	$27,630.00
TASK 2 - DESIGN SERVICES	2	8	16	56	30	4	4	20					140	$19,630.00
TASK 3 - BID PHASE SERVICES	2	4	8	8	4			4					30	$4,270.00
TASK 4 - CONSTRUCTION PHASE SERVICES	2	4	20	40	24			16	20	30			156	$19,850.00
SITE VISITS (20 VISITS AT 4 HOURS/VISIT) PER SITE VISIT (4 HOURS/VISIT)				80									80	$10,000.00 *$500.00*
TOTAL HOURS	**8**	**20**	**56**	**204**	**66**	**4**	**4**	**40**	**60**	**30**			**492**	**$81,380.00**

TITLE	HOURS	BILLABLE	DIRECT COST
PRINCIPAL (TODD SNEATHEN)	8	$165.00	$1,320.00
PROJECT MANAGER (DOUG URQUHART)	20	$155.00	$3,100.00
DESIGN ENGINEER (LEXIE DAVIS)	56	$140.00	$7,840.00
GRADUATE ENGINEER (JOSH COLE)	204	$125.00	$25,500.00
MANAGER (MICHAEL ROSKELLEY)	66	$150.00	$9,900.00
QA/QC ENGINEER (JOHN BERGSMA)	4	$155.00	$620.00
STRUCTURAL LEAD (CHRISTA CRIST)	4	$175.00	$700.00
STRUCTURAL ENGINEER (SEAN HERRLE)	40	$150.00	$6,000.00
SURVEY (SCOTT ROTH)	60	$120.00	$7,200.00
MATERIALS TESTING (MATT NELSON)	30	$90.00	$2,700.00
SUBTOTAL			**$64,880.00**
GEOTECHNICAL (SOILS & STRUCTURES)			**$4,500.00**
FLOW MONITORING (2 METERS, 3 MONTHS)			**$12,000.00 (ASSUME $2,000 PER METER PER MONTH)**
TOTAL COST			**$81,380.00**

Proposal for Engineering Services
Lincoln Lift Station Improvements Bid Form

Addendum 1 Received (Y/N) Addendum #1 received March 17, 2026

Lincoln Lift Station		
Task 1		$27,630.00
Task 2		$19,630.00
Task 3		$4,270.00
Task 4		$19,850.00
Site visits		
Price per visit	$500.00	
20 Visits		$10,000.00
Total Bid		$81,380.00

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

535 Griswold Street
Buhl Building, Suite 1650
Detroit, MI 48226

313-965-3330

www.hrcengr.com

Resolution of Corporate Authority

I, Jesse B. VanDeCreek, the undersigned, hereby certify that I am the Vice-President/Secretary of Hubbell, Roth & Clark, Inc., a Michigan Corporation, and certify that the resolution shown below, was duly adopted by the Board of Directors at their meeting of January 6, 2026, at which a quorum was present and voted; and that this resolution has not been rescinded or modified and is now in full force and effect.

> **RESOLVED THAT**; The officers of the Corporation shall consist of a President, Executive Vice-President, Secretary, Treasurer, and Vice-Presidents.
>
> Each officer of the Corporation is empowered to execute contracts on behalf of the Corporation.

I further certify that;

> Daniel W. Mitchell is President
> Todd J. Sneathen is Executive Vice President
> Jesse B. VanDeCreek is Vice President/Secretary
> James F. Burton is Vice President/Treasurer
> Roland N. Alix is Vice President
> Charles E. Hart is Vice President
> Thomas G. Maxwell is Vice President
> Bradley W. Shepler is Vice President
> Karyn M. Stickel is Vice President
> Brian Davies is Vice President

In witness thereof, I have set my hand this 6th day of January 2026.

Jesse B. VanDeCreek
Vice-President/Secretary

ENGINEERING.
ENVIRONMENT.
EXCELLENCE.

Addendum No. 1

Owner:	Holland Board of Public Works (HBPW)		
Project Title:	Lincoln Lift Station Improvements		
Project #:	SWR104	Date of Addendum:	March 17, 2026

Notice to Prospective Bidders

In accordance with the original RFP Instructions to Bidders, this Addendum is hereby issued as part of the Contract Documents.

Attached please find revisions to the RFP:

Page 2 – Defined modifications and additional items within project scope.

1. Modifications:
    a. The evaluation of the wet well is intended to determine the extent of concrete repairs needed to make it round rather than square, and if abandonment of the existing would be more feasible.
    b. The potential of lining the wet well will be determined by the extent of work needed if abandonment and a new structure isn't necessary.
    c. The new generator to be added needs to be connected to the gas main along Lincoln Ave.
    d. The upstream flow metering shall be completed by the consultant based on the sewer study provided. The study indicated that the pumps are more than sufficient in size and may need to be downsized. The study found that a 12" main upstream is undersized for the area it services and may need to be upsized, not the pumps.
    e. The liner for the existing force main is an option as well as possibly boring a new main if downsized based on flow data and cost.

Questions received to this point.

1. **Schedule of collecting flow data –** The goal of collecting the flow data is to gain sufficient data to determine if we should downsize the pumps and/or force main as necessary. The time duration needed depends on what the consultant is able to collect meaning it could be 2-3 months.

All other questions have been addressed within the Addendum.

Questions can be submitted until March 19, 2026 at 12:00pm (noon).

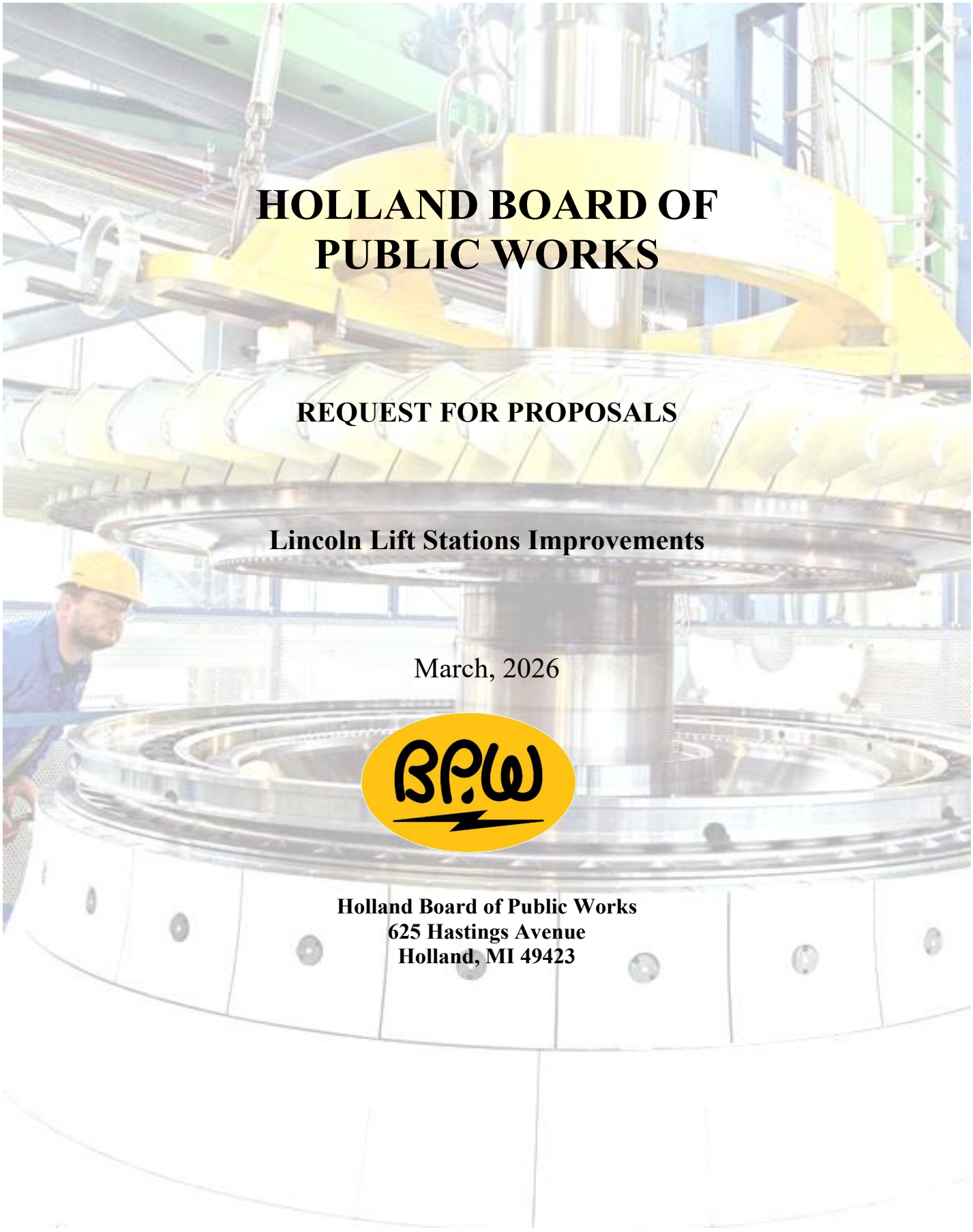
Please fill out the appropriate lines of the BID FORM to acknowledge that you have received this ADDENDUM.

Respectfully,
Holland Board of Public Works

Ashley Williams

Enclosures: RFP revision 1 with edits.

C: All Plan Holders (electronically)



HOLLAND BOARD OF PUBLIC WORKS

REQUEST FOR PROPOSALS

Lincoln Lift Stations Improvements

March, 2026

Holland Board of Public Works
625 Hastings Avenue
Holland, MI 49423

INTRODUCTION

The City of Holland, acting by and through its Board of Public Works (Owner), intends to receive proposals for the design and construction consulting of the Lincoln Lift Station and connecting force main.

LINCOLN LIFT STATION

The Lincoln Lift station is situated near the Tulip City Airport on Lincoln Road.





General Upgrade Plan for Lincoln:

1. Evaluate wet well for need and extent of concrete repairs.
2. Line rehabbed wet well.
3. Evaluate converting station to submersible with new submersible pumps in wet well or replacing pumps with new dry-pit submersible pumps.
4. New valves and piping in a new valve chamber if station is converted to submersible or replacing existing in drywell.
5. New above ground controls.
6. New emergency generator.
7. Connect new station controls to new generator.
8. Match relay logic from previous control upgrades
9. Upstream flow metering shall be completed by the consultant at recommended locations per HBPW Sewer Study.
10. New liner for the existing force main.

History

The Lincoln Lift Station is a USEMCO dry well station constructed in 1981. The lift station consists of two 20 HP direct drive pumps, HVAC, SCADA, circuit breakers, controls panel, sump pump, valves and piping in a can style dry well lift station. The Station was designed with a firm capacity of 1,200 gpm. Since construction the station has only pumped an average flow of 42.6 gpm and a peak of 167.2 gpm. The connecting force main was installed in 1980 and the material is ductile iron poly wrapped pipe. The total diameter and length of the force main is 12 inches and approximately 1,250 feet long.



Lincoln Lift Station (Pink) Overview Map



Force Main (Red) Overview Map

SCHEDULE

The following is a brief overview of the anticipated schedule for the Lift Station:

Benchmark	Date
Proposal to Receive By	March 20, 2026, 2:00 PM
Approval of Engineering Contract by BPW Board	April 6, 2026
Lincoln Rehabilitation let for Construction Bid	October 2026
Approval of Construction Contract Bid by BPW Board	November 9, 2026
Construction to Begin	March 2027

ENGINEERING SERVICES WORK SCOPE

All reproduction, travel, and sub-consultant costs associated with the respective tasks identified herein shall be included in the not-to-exceed proposal price. Any work that arises beyond the scope described in the proposal shall be negotiated based on the Hourly Rate Sheet provided by the consultant with the proposal.

Task 1 – Site Orientation

- Verify accuracy of existing data and drawings. Perform a professional survey on site to get enough data to create an accurate site plan which captures grade, curb, utilities, and establish the limits of available and applicable right-of-ways and easements.
- Perform a soil sampling on site to a depth of 45 feet at a safe location nearby.
- Perform any necessary field study to prepare design drawings.

Task 2 – Design Services

- Attend and administer kick-off meeting with Holland BPW and City of Holland staff to review scope and work plans, establish schedule, and define specific design features.
- Attend and administer progress meetings with key Holland BPW and City Staff to review the design elements and update the status of the project. The engineer shall provide for on-site review meetings at 30, 60 and 90 percent of completion.
- Review plans to confirm the necessary design standards and Federal, State, County, and City regulations have been considered.
- Provide an opinion of probable construction costs.
- The consultant shall be responsible for obtaining all necessary permits (EGLE, NPDES, etc.), that are necessary to bid and successfully complete the project.

- All water/wastewater system design shall be performed in accordance with Ten States Standards and the Holland Board of Public Works standards and specifications.

Task 3 – Bid Phase Services

- Prepare, advertise and issue bid packages.
- Attend a pre-bid meeting, prepare and distribute pre-bid meeting minutes as necessary.
- Receive and provide responses to bidder inquiries during bid period.
- Prepare and distribute bid addenda as necessary.
- Review construction bids received and provide recommendations to the BPW regarding bid completeness/responsiveness, bidder capabilities, and contract award.

Task 4 – Construction Phase Services

- Construction Contract Administration (CCA). Assist BPW staff with contract administration (Change Orders, Progress Payments, etc.).
- Review of submittals (shop drawings, samples, material data sheets, testing reports, operation and maintenance manuals, etc.) for conformance with the design drawings and specifications.
- Respond as needed to contractor generated requests for information.
- Attendance and administration of preconstruction meetings.
- Attendance of regular construction progress meetings for each contract, with a minimum of meetings weekly. A final walk though is considered to be part of the commissioning of the upgraded lift station. Further, the consultant shall make up to 2 additional QA/QC visits each week, for a total of 3 visits each week. The Bid Form has pricing for site visits as “each” with an estimate of 20 total site visits. Site visits are to be billed on an each basis with unused site visits left unbilled.
- The consultant shall provide construction staking for the entire project. The construction staking shall be coordinated with the contractor. Cut/fill elevations to pipes, curb & gutter and finish/intermediate road grades shall be provided on the stakes. The registered surveyor shall be responsible for providing timely, clear and accurate staking throughout the project. The lift station location on small parcels, property boundaries are to be clearly staked.
- The consultant shall provide all materials testing consistent with Owner and MDOT procedures and frequencies. All testing shall be provided by personnel who possess current MDOT testing certifications for the materials that are being tested.
- Development of Record Drawings. At the conclusion of the project, Record Drawings consistent with BPW standards and specifications shall be submitted for review and approval by the BPW. Upon approval, electronic copies of the drawings shall be provided. Electronic copies shall be provided in PDF and AutoCAD 2023 (including CTB file) compatible formats. All record drawings (including O&M Manuals and documentation for controls) must be submitted for final approval to the BPW within 3 months of system start-up. To this effect, the BPW shall retain an amount equal to ten percent of each consultant

billing during the construction phase up to a maximum five percent of the total contract price (Design, Bid & Construction). Retainage shall be held until such time as final approval of the Record Drawings has been granted.

- Full-time resident inspection of above and below grade construction will be completed by BPW staff.
- Streets under construction during the project may be closed to through traffic; however, access must be maintained for those residents and businesses along the construction corridor.
- Consultant shall be present for the commission and startup of upgraded lift stations.

PROPOSAL REQUIREMENTS

Each consultant shall visit the site and become fully acquainted with the site conditions so that the consultant may fully understand the facilities, difficulties and restrictions attending the execution of the work.

The BPW is not responsible for any costs incurred by the consultant prior to the execution of an engineering and construction contract administration services contract.

Proposals to include Not to Exceed pricing for the Lift Station and force main. Proposals shall be for professional services billed on a time and cost basis with a lump sum fee. The lump sum fee shall be supported with a breakdown of assumed costs, quantity of hours, and hourly rates for individuals working on the project.

The Owner is not responsible for any costs incurred by the consultant prior to the execution of a contract. We are seeking assurance that proposals are made by a consultant with the experience and capability to carry this project to a timely and successful completion and the capability and willingness to work with interdisciplinary members of Owner staff in project development. With your proposal, include a statement of your firm's qualifications and experience, and identification of and experience of those individuals who would represent your firm on this project. Also, list all sub-consultants required. Finally, include certification that the representative submitting the proposal is authorized to act as an agent for the company. Addenda will be provided to all consultants as necessary.

Consultants may not agree, conspire, connive or collude to produce a deceptive show of competition in the compilation of the proposal nor may they, in any manner, directly, or indirectly, enter into any agreement, participate in any collusion to fix the price or otherwise take any action in restraint of free competitive bidding. The Owner reserves the right to reject any or all proposals and to select that proposal which it deems to be in the best overall interest of its customers.

PROPOSAL SUBMITTAL

Sealed proposals shall be received no later than **2:00 PM, March 20, 2026.** Please direct all questions in writing to the undersigned at awilliams@hollandbpw.com or (616) 355-1598.

Consultants shall submit one electronic copy (pdf) for review by the BPW. Proposals shall be sent to:

Holland Board of Public Works
Attention: Ashley Williams (Water/Wastewater Services Civil Engineer)
625 Hastings Avenue Holland, MI 49423
Phone: 616-355-1598
E-mail: awilliams@hollandbpw.com

PROPOSAL EVALUATION AND SELECTION

Selection of a consultant will be made at the complete discretion of the Holland Board of Public Works, which reserves the right to accept or reject any and all proposals.

Holland Board of Public Works staff in coordination with City of Holland staff shall evaluate each proposal to determine the firm offering the best value. Cost of services is significant but shall not be the sole criterion in selecting a consultant. The evaluation will include an assessment of the firm's ability to provide the services required qualifications of the personnel and proposed sub-consultants, previous experience with similar projects, scope of services, management and technical approach, past experience with the Holland BPW and/or City of Holland, and proposed fees.

Sincerely,

Ashley Williams
Water / Wastewater Services Engineering

Proposal for Engineering Services
Lincoln Lift Station Improvements Bid Form

Addendum 1 Received _(Y/N)_____

Lincoln Lift Station		
Task 1		_____
Task 2		_____
Task 3		_____
Task 4		_____
Site visits		
Price per visit	_____	
20 Visits		_____
Total Bid		_____

HOLLAND BOARD OF PUBLIC WORKS
ENGINEERING SERVICES CONTRACT

This Engineering Services Contract ("Contract" or "Agreement") is entered into this **26th day of March, 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 **Hubbell, Roth & Clark, Inc.,** a **Michigan** corporation, which has offices located at **1925 Breton Road SE, Suite 100, Grand Rapids, MI, 49506** ("Engineer").

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

Article 1-Scope of Services / Statement of Work

The Engineer shall perform the following services ("Work") described in the following exhibits:

Exhibit A: Holland Board of Public Works RFP titled Lincoln Lift Station Improvements and dated March, 2026.

Exhibit B: Hubbell, Roth & Clark, Inc. proposal dated March 20th, 2026.

Article 2-Compensation

2.1) The Owner shall pay the Engineer the amount not-to-exceed **eighty one thousand, three hundred eighty dollars and zero cents, ($81,380.00)** for services as identified in **Exhibit A**, which shall be billed in itemized billings to the Owner on a monthly basis based upon the hourly rates set forth in the Engineer's proposal (**Exhibit B**). Owner shall pay undisputed itemized billings of Engineer within thirty (30) days of the billing date. The final payment by the Owner to the Engineer shall not be paid until final completion of the Work and acceptance of the Work by the Owner.

2.2) All changes to the Work must be submitted to the HBPW Representative designated in Article 3 and approved in writing by the Owner.

2.3) No payments will be made to the Engineer until the Certificates of Insurance have been received by the Owner. If the insurance furnished by the Engineer expires or is cancelled during the term of the Contract, service 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 Engineer

3.1) The Engineer is responsible to report to **Ashley Williams, Civil Engineer,** of the Holland Board of Public Works (the "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 Engineer must be dated and bear the Engineer's name.

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

3.4) The Owner may review and inspect the Engineer's activities during the term of the Contract. Owner may audit and inspect Engineer's records and accounts covering reimbursable costs for a period of six months following the completion of Engineer's Work. The purpose of any such audit shall be only for verification of such costs. Engineer 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 Engineer will submit a final written report.

Article 4-Schedule for Performance

Owner and the Engineer shall agree on a schedule for the performance of the Work by the Engineer, which schedule shall be completed and ready for final payment no later than **May 15th, 2027.** Time is of the essence in the performance of the Work.

Article 5-Standard of Performance

Engineer warrants that it shall perform the Work in accordance with the terms of this Contract and standards of care and diligence normally practiced by recognized engineering firms in performing work of a similar nature. If, during the latter of a three (3) year period following the earlier of completion or termination of the Work 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 Engineer's failure to meet such standards and/or failure to perform the Work in accordance with the terms of this Contract, and Owner has promptly notified Engineer in writing of any such error or omission within such periods, Engineer, at Engineer's cost, shall correct, re-perform, or re-do the Work as may be necessary to remedy such error or omissions (and shall be liable for any corrective construction or installation arising from the error, defect, or omission of the Engineer.)

Article 6-Conditions of Performance

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

6.2) All Work shall comply with applicable laws, ordinances, rules, regulations, standards of the Owner and its respective departments in effect on the date of this Contract.

6.3) Engineer 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.

6.4) Original drawings and specifications prepared for the Work are and shall remain the property of the Engineer; however the Work as a whole is the property of the Owner and the Engineer 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 Agreement, the drawings and specifications may be used by the Owner for other work provided Owner provides notice to Engineer. If the Owner subsequently uses the drawings and specifications of the Engineer 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 Engineer.

6.5) Engineer 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 7-Insurance and Indemnification

This Agreement is subject to the following provisions:

7.1) The Owner and the Engineer acknowledge that the Engineer is an independent contractor in all of the Engineer's activities and that in the course of such activities, at no time does the Engineer, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Engineer 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 Engineer, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Engineer. In the event any person shall undertake to hold the Owner liable for any willful misconduct or negligent performance of the Engineer, its officers, directors (trustees), members, employees,

volunteers, or other persons acting on behalf of the Engineer, the Engineer expressly agrees to hold the Owner harmless of and from any such liability. The Engineer 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 Engineer agrees to purchase liability insurance in amounts specified in this Agreement, to insure against losses arising out of the negligent performance of the Engineer's services and that of its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Engineer, 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 Engineer 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 Engineer or his respective sub-consultants or sub-Engineers, pursuant to MCL 691.991.

7.2) The Engineer shall, throughout the period of this Agreement, procure and maintain commercial general liability, automotive liability, excess liability and professional liability insurance covering any and all operations of the Engineer, 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 Engineer 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 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 workers' compensation and professional liability).** 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 Engineer 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 Engineer 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 coverages provided by the Engineer shall be primary. In the event of a loss or claim by the Owner, the Engineer, 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 applicable 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 Engineer uses a motor vehicle in the performance of the Work. Policies shall be written on a comprehensive form to include 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) Professional Liability:

Engineer shall maintain from the date of this Agreement through the term of this Agreement, and for a period of three (3) years after, a standard form of errors and omissions insurance with an insurance company reasonably satisfactory to the Owner. The errors and omissions insurance shall provide a "per claim" of not less than One Million Dollars ($1,000,000) and an aggregate of not less than One Million Dollars ($1,000,000). In the event the Engineer shall change the insurer of its professional liability insurance within the term of this Contract or for a period of three (3) years thereafter, the Engineer shall maintain a retroactive endorsement date for such insurance which shall include the term of the Contract with the Owner.

Article 8-Successors and Assigns

This Contract is binding on the Owner and the Engineer their successors and assigns. Neither the Owner nor the Engineer 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 Engineer. In the event of termination by the Owner, the Engineer 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 Engineer indicating that the Contract will be terminated within ten (10) days unless Engineer makes corrective action or cures the default specified in the notice of default. Upon termination, the Owner may contract for substitute engineering services and the cost incurred by Owner for such substitute engineering services which is in excess of the amount that remains unpaid to the Engineer shall be paid by the Engineer upon demand by the Owner. Owner shall collect its reasonable costs and attorneys' fees to enforce the terms and conditions of this 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 Engineer 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 Engineer. Changes that are mutually agreed upon by the Owner and the Engineer, including any decrease or increase in the amount of the Engineer's compensation, will be incorporated into this Contract by written amendments. All proposed changes to the scope of Work must be submitted to, and approved in writing, by the Owner.

Article 11-Extent of Contract

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

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

11.2.1) **This Contract pages 1 to 6.**

11.2.2) **Exhibit A: Holland Board of Public Works RFP titled Lincoln Lift Station Improvements and dated March 2026.**

11.2.3) **Exhibit B: Hubbell, Roth & Clark, Inc. proposal dated March 20th, 2026.**

11.2.4) **Certificate of Liability Insurance**

11.3) This Agreement shall be governed by the laws of the State 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.

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

Article 12-Execution of Contract

12.1) Execution of this Contract shall constitute a contract between the Engineer 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.

[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: _____, 2024

ENGINEER:

[_____]

By _____

Its _____

APPROVED AS TO FORM
CITY OF HOLLAND

By: _____
Vincent L. Duckworth
City Attorney

Dated: _____

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **Water Treatment Plant Low Service Backup Generator Procurement**

Operations Department

Introduction:

This recommendation is to issue an equipment procurement contract to MacAllister Power Systems for the purchase of one 750kW diesel standby generator and Automatic Transfer Switch (ATS) for the Water Treatment Plant (WTP). This equipment requires early procurement to ensure delivery for the intended project construction timeline.

Recommendation:

Approve an equipment procurement contract with MacAllister Power Systems for the provision and delivery of one 750kW diesel standby generator and ATS, in the amount of $311,780 with a 5% contingency of $15,589 for a total of $327,369, pending approval as to form from the City Attorney.

Description:

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:

Bidder Name	Supplier Location	Generator Size (kW)	Quote Amount	Delivery	Exceptions
Cummins	Grand Rapids, MI	750	$433,485.00	48-50Weeks	Y
MacAllister Power Systems (CAT)	Grand Rapids, MI	750	$311,780.00	54-56Weeks	N
Total Energy Systems (Rehlko/Kohler)	Grand Rapids, MI	700	$315,403.00	Not Stated	N

Factors in the evaluation process included the equipment, acceptable percent loading of generator capacity, maintenance schedules, warranty, and sound attenuation. After investigation and review of the proposals, the apparent low bidder (MacAllister CAT) provides the best overall solution for this project at the lowest cost. Additional details regarding the full review of the bids received can be found in the attached recommendation letter from Fishbeck, the engineering consultant for this project.

Based on the team's evaluation, BPW Staff recommends that a contract for purchase of the generator be issued to MacAllister Power Systems. This project is included in the FY 2026 and FY 2027 capital budgets.

Respectfully submitted,

David G. Koster
General Manager

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

Attachments:
2026-04-06 Equipment Procurement Contract with MacAllister Power Systems
2026-04-06 MacAllister Power Systems Bid
2026-04-06 Fishbeck Award Recommendation Letter
2025-04-06 Low Service Backup Generator Capital Justification

Report prepared by: *Adam Assink, Water & Wastewater Process Engineer and Nate Johnson, Water Treatment Plant Superintendent*

REQUEST FOR PROPOSAL

LINCOLN LIFT STATION IMPROVEMENTS

HOLLAND BOARD OF PUBLIC WORKS



SUBMITTED TO:

Holland Board of Public Works
Ashley Williams, Water/Wastewater Services Civil Engineer
(616) 355-1598
awilliams@hollandbpw.com

625 Hastings Avenue
Holland, MI 49423

PREPARED BY:

Hubbell, Roth & Clark, Inc.
Todd Sneathen, PE, Executive Vice President/Partner
(517) 292-1929
tsneathen@hrcengr.com

1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506

Due: March 20, 2026
By 2:00 PM

HRC

ENGINEERING. ENVIRONMENT. EXCELLENCE.

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ADDENDUM ACKNOWLEDGMENT

CERTIFICATION

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506

616-454-4286

www.hrcengr.com

March 20, 2026

Holland Board of Public Works
625 Hastings Avenue
Holland, MI 49423

Attn: Ashley Williams, Water/Wastewater Services Civil Engineer
Re: Lincoln Lift Station Improvements HRC Job No. 20260148

Dear Ms. Williams,

Thank you for the opportunity to submit our qualifications for consideration for the Improvements to the Lincoln Lift Station that is situated near the Tulip City Airport on Lincoln Road. HRC is a multidisciplinary engineering firm that offers a vast array of capabilities to meet the needs of our clients. For over 110 years, we have provided comparable services to public and private industry throughout Michigan, and we continue to refine our structure and approach to best match the needs of each client we serve.

We believe that our team will prove to be a highly qualified, ethical, and valuable partner to the Holland Board of Public Works (BPW) for the following reasons:

- HRC has relevant experience in completing the services listed in the scope of work for clients of a similar size.
- Our team has sufficient staff to support the Holland Board of Public Works and prides itself on being able to provide quick response times.
- We have a full service office located in the City of Grand Rapids, which is less than an hour's drive from the project site, as well as a satellite office in Kalamazoo.

We hope you find our response well-suited for these services. Should you have any questions or require additional information, please do not hesitate to contact me via email at tsneathen@hrcengr.com or by phone at (517) 292-1929.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Todd Sneathen, PE
Executive Vice President/Partner

Doug Urquhart, PE
Associate

FIRM INTRODUCTION



For over a century, Hubbell, Roth & Clark, Inc. (HRC) has been trusted by clients who hire us and then become repeat customers, establishing a valuable relationship with our firm. Our company environment is often cited as the reason we have a competitive edge over other engineering firms. The key to our success is professionalism, quality services, and a commitment to exceeding our clients' expectations.

Teamwork is deeply ingrained in our culture. A commitment to excellence, integrity, and dedication cannot always be measured, but you will see these values in action when you work with HRC. Doing whatever it takes is not just a phrase, it is a big part of our corporate philosophy.

Choosing the right engineering firm significantly affects the outcome of your project. Your success is our success – we are in this together.

HRC is organized as an S-Corporation headquartered and licensed in the State of Michigan. There are 10 principals of the firm, all licensed professional engineers in the State of Michigan. Additionally, HRC has 27 associates. The table below lists each officer's corporate title, primary activity, and experience.

CORPORATE OFFICERS

Daniel W. Mitchell, PE
PRESIDENT – MUNICIPAL

TODD J. SNEATHEN, PE*
EXECUTIVE VICE PRESIDENT – MUNICIPAL

James F. Burton, PE
VICE PRESIDENT/TREASURER – MUNICIPAL/ENVIRONMENTAL

Jesse B. VanDeCreek, PE
VICE PRESIDENT/SECRETARY – MUNICIPAL

Roland N. Alix, PE
VICE PRESIDENT – MUNICIPAL/INDUSTRIAL

Charles E. Hart, PE
VICE PRESIDENT – MUNICIPAL/TRANSPORTATION

Thomas G. Maxwell, PE
VICE PRESIDENT – MUNICIPAL/PROCESS

Bradley W. Shepler, PE
VICE PRESIDENT – MUNICIPAL/INFRASTRUCTURE

Karyn M. Stickel, PE
VICE PRESIDENT – MUNICIPAL/ASSET MANAGEMENT

Brian K. Davies, PE
VICE PRESIDENT – MUNICIPAL/TRANSPORTATION

*PRINCIPAL IN CHARGE

FOUNDATIONAL SERVICES

CIVIL/MUNICIPAL ENGINEERING
TRANSPORTATION ENGINEERING
WATER TREATMENT
ARCHITECTURE
ENVIRONMENTAL ENGINEERING
CONSTRUCTION ENGINEERING
SURVEYING
ELECTRICAL ENGINEERING
STRUCTURAL ENGINEERING
INDUSTRIAL FACILITIES DESIGN
ASSET MANAGEMENT
GEOGRAPHIC INFORMATION SYSTEMS

PRIMARY CONTACT

DOUG URQUHART, PE
(616) 481-1472
DURQUHART@HRCENGR.COM

ABOUT HRC

Many facets go into the successful completion of a project, from technical qualifications of team members to the projected schedule and cost estimates. But HRC offers something more, and that's what makes us stand out from the crowd. As you read our proposal, check our references, and review our resumes, please consider something equally important – our reputation.

WHERE HRC EXCELS

Extensive work portfolio with an array of diverse engineering projects.

Proven track record of success with the specific type of project being undertaken.

Multidisciplinary team with a deep understanding of the needed technical requirements, broad capabilities, and a vast array of easily accessible resources.

History of meeting and overcoming challenges using proven problem-solving tactics.

Project managers who champion a job from start to finish, ensuring the project stays on track and proceeds smoothly to completion.

Clear and consistent communication that keeps clients well informed.

Transparency with any challenges that arise or costs that change during the project.

Accountability from every person who works on the project.

Competence that creates high comfort levels and decreases stress for clients.

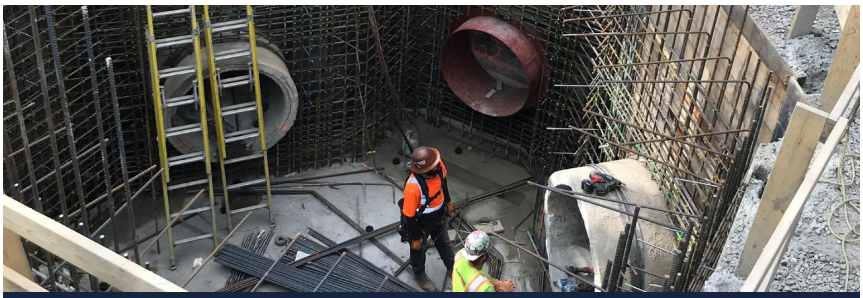
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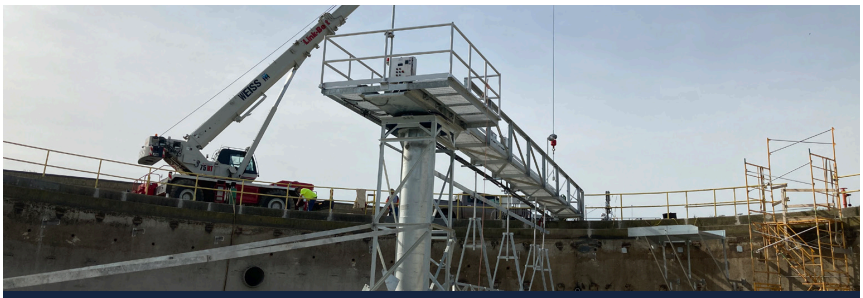
CORPORATE ID

800079203

ACHIEVEMENTS



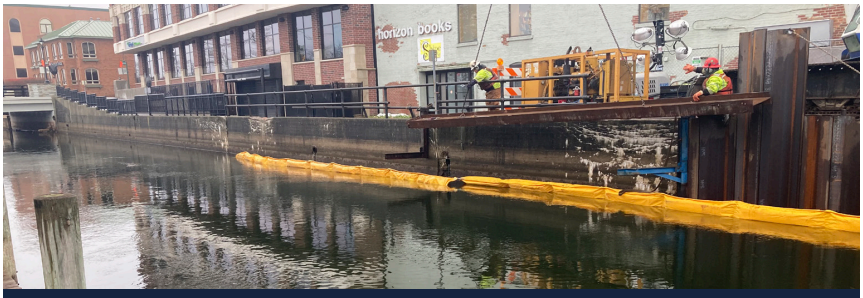
SECTION 25 RELIEF SEWER, City of Troy - APWA, ACEC Various Awards Winner



WASTEWATER RECOVERY FACILITY, City of Warren - MWEA Award Winner



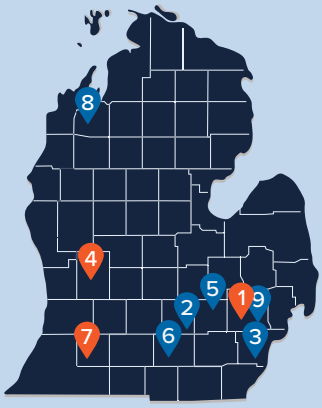
WASTEWATER TREATMENT PLANT, City of Petoskey - MWEA Award Winner



BOARDMAN RIVER SANITARY SEWER, City of Traverse City - Various Branch, State, and National Awards Winner

- USA TOP WORKPLACES **SINCE 2021**
- DETROIT FREE PRESS TOP WORKPLACES **SINCE 2019**
- ENGINEERING NEWS-RECORD TOP 500 DESIGN FIRM **SINCE 2007**
- TRENCHLESS TECHNOLOGY TOP 50 DESIGN FIRM **SINCE 2007**

OFFICE LOCATIONS



1. BLOOMFIELD HILLS – HQ
555 Hulet Drive
Bloomfield Hills, MI 48302
(248) 454-6300

2. DELHI CHARTER TOWNSHIP
2101 Aurelius Road, Suite 2
Holt, MI 48842
(517) 694-7760

3. DETROIT
535 Griswold Street
Buhl Building, Suite 1650
Detroit, MI 48226
(313) 965-3330

4. GRAND RAPIDS
1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506
(616) 454-4286

5. HOWELL
105 W. Grand River Avenue
Howell, MI 48843
(517) 552-9199

6. JACKSON
401 S. Mechanic Street, Suite B
Jackson, MI 49201
(517) 292-1295

7. KALAMAZOO
834 King Highway, Suite 107
Kalamazoo, MI 49001
(269) 665-2005

8. TRAVERSE CITY
1501 Cass Street
Traverse City, MI 49684
(231) 714-5007

9. TROY
629 E. Elmwood Avenue
Troy, MI 48083
(248) 454-6300

FIRM STAFFING

Department	Number of Employees
Municipal/Civil	81
Electrical	5
Process	21
Architecture	8
Landscape Architecture	2
Structural	10
Right of Way/Easement Acquisition	4
Environmental	14
Industrial Facilities Design	10
Survey	18
Construction Monitoring	58
Materials Testing	13
Transportation	14
Information Systems/GIS	6
Administration	28
Asset Management	11
Total	303

ASSOCIATIONS

The following list shows a few of the organizations with which HRC has been involved:

CIVIL ENGINEERING

- American Council of Engineering Companies (ACEC)
- American Public Works Association (APWA)
- American Society of Civil Engineers (ASCE)
- National Society of Professional Engineers (NSPE)
- Michigan Society of Professional Engineers (MSPE)
- South Oakland County Municipal Engineers (SOCME)
- Michigan Concrete Association (MCA)
- American Society of Landscape Architects (ASLA)
- American Institute of Architects (AIA)

ENVIRONMENTAL

- American Water Works Association (AWWA)
- U.S. Green Building Council (USGBC)
- Michigan Water Environment Association (MWEA)
- Water Environment Federation (WEF)
- Alliance of Rouge Communities (ARC)
- Michigan Association of County Drain Commissioners (MACDC)

GOVERNMENTAL

- Michigan Municipal League (MML)
- Michigan Township Association (MTA)
- Southeast Michigan Council of Governments (SEMCOG)

NON-PROFIT ORGANIZATIONS

- Clinton River Watershed Council (CRWC)
- Friends of the Rouge (FOTR)
- Huron River Watershed Council (HRWC)
- Six Rivers Land Conservancy

TRANSPORTATION

- Institute of Transportation Engineers (ITE)
- Women's Transportation Seminar (WTS)

MDOT SERVICE PREQUALIFICATION CLASSIFICATIONS

CONSTRUCTION SERVICES

Construction Engineering: Assistance
Construction Engineering: Bridges and Ancillary Structures
Construction Engineering: Roadway
Construction Engineering: Roadway – Local Agency Program
Construction Inspection: Bridges and Ancillary Structures
Construction Inspection: HMA Pavement
Construction Inspection: Roadway
Construction Inspection: Traffic and Safety
Construction Services: Office Technician
Construction Testing: Aggregates
Construction Testing: Concrete
Construction Testing: Density
Construction Testing: HMA Assistance

DESIGN SERVICES – BRIDGES

Design – Bridges
Design – Bridges: Load Rating
Design – Bridges: Safety Inspection
Design – Bridges: Scoping

DESIGN SERVICES – HYDRAULICS

Design – Hydraulics I
Design – Hydraulics II

DESIGN SERVICES – ROADWAY

Design – Roadway
Design – Roadway: Complex
Design – Roadway: Intermediate

DESIGN SERVICES – TRAFFIC

Design – Traffic: Capacity and Geometrics Analysis
Design – Traffic: ITS Design and System Manager
Design – Traffic: Pavement Markings
Design – Traffic: Safety Studies
Design – Traffic: Signal
Design – Traffic: Signal Operations
Design – Traffic: Signal Operations – Complex
Design – Traffic: Signing – Freeway
Design – Traffic: Signing – Non-Freeway
Design – Traffic: Work Zone Maintenance of Traffic
Design – Traffic: Work Zone Mobility and Safety

DESIGN SERVICES – UTILITIES

Design Utilities: Municipal
Design Utilities: Pump Stations
Design Utilities: Roadway Lighting

DESIGN: PROJECT DEVELOPMENT STUDIES

SURVEYING SERVICES

Surveying: Construction Staking
Surveying: Hydraulics
Surveying: Right of Way
Surveying: Road Design
Surveying: Structure

REFERENCES/PROJECT EXPERIENCE

Below is a matrix of recent sanitary pumping station experience, followed by detailed project experience sheets directly related to the requested services listed in the RFP.

Year	Facility	Owner	Pump Capacity (MGD)	No. of Site	No. of Pump	Pump (hp)	Notable Features
2025	Caro Lift Station Upgrades	City of Caro		2	4	7.5	New submersible station and upgrades to the existing station.
2025	Pine Tree Lift Station Pump Replacement Project	Delhi Charter Township	2	1	2	30	Pump replacement at the existing lift station. New pumps are vertical orientation centrifugal pumps.
2023	Edgewood Emergency Pump Station	City of Livonia	2	1	3	50	A new lift station in the golf course addressed the failed sanitary sewer. Above-ground enclosure with triplex pumps and VFDs.
2023	Sanitary Lift Station Upgrades	City of Ann Arbor	0.2 to 1.5	5	10	5 to 20	Convert existing canned pump stations to submersible stations, including new valve vaults, replacement pumps, piping, valves and electrical. Construct new submersible pump station.
2021	Bay City CSO RTB #2	City of Bay City	4.5	1	2	25	Replacement of two existing dewatering screw pumps at CSO basin.
2021	East Lansing Woodingham Pump Station	City of East Lansing	85	1	5	50	Constructed a new submersible pump station with a self-cleaning wet well. Repurposed the existing pump station building to house odor control and a new 350 kW generator.
2018	Amy Pump Station	Oakland County WRC	9.5	1	3	50	Replaced three pumps/motors and liquid drives with VFDs, sealed water improvements, refurbished shafts, new 150 kW generator and switchgear, and miscellaneous building improvements.
2017	Violet and Bon Heur Pump Stations	Macomb County Southeast Disposal System	12	2	4	25, 60	Violet: Replaced four pumps/motors and added two VFDs, replaced the generator, and added a chemical odor control system. Bon Heur: Replaced precast roof system, replaced generator, miscellaneous facility improvements.
2017	Trenton Arm Pump Station	South Huron Valley Utility Authority	41	1	4	300	Refurbished pumps and motors, replaced liquid drives with VFDs, revised I&C, and miscellaneous facility improvements.
2017	Southfield Section 24 Area 3 Pump Station	City of Southfield	5	1	3	35	New station with three submersible pumps, 36.5' deep wet well, 200 kW generator, and ATS.
2015	Rolston Road Pump Station	City of Linden	0.5	1	2	10	Converted wet/dry pit station to a self-priming station with pumps accessible at grade.
2015	Lake Huron Pump Station	Karegnondi Water Authority	60	1	4	2500	New electrical substation, traveling and static screens, zebra mussel controls, and modeling of 56 feet deep wet well.
2015	North End Pump Station	City of Marysville	0.2	1	2	3	Influent sewer installed by jack and bore, force main installed by horizontal directional drilling.
2014	Grant Street Pump Station	City of Rochester Hills	3	1	3	25	Pre-rotation design used to keep solids in suspension, reducing maintenance requirements.
2012	Storm Retention Pond Pump Station Rehabilitation	Sterling Heights	0.8 to 2.9	3	2	3 to 18	Replacement of stormwater pump stations.
2012	General Motors Stormwater Detention & Treatment Facility	City of Pontiac	1.44	1	1	70	New stormwater pump station.
2012	Wayne County Lift Station 1A	Wayne County DPS	162	1	4	150 to 300	Capacity evaluation, added venting discharge box, and increased downstream capacity with a new double 42" siphon under the Rouge River.
2011	M-1, M-10 and M-39 Stormwater Pump Stations	MDOT	3.3 to 21.9	11	26	15 to 85	Complete rehabilitation of stations including pumps, piping, structural, and electrical.
2010	Bear River Main Lift Station	City of Petoskey	4	1	3	75	Replacement of existing pump station with submersible pumps.
2010	Genesee County WWS Pump Station #1	Genesee County Drain Commissioner	60	1	4	350	Dry pit immersible pumps, modeling of split wet well, surge relief valves, screen grab rake and odor control.
2010	SCADA System Improvements and Pump Controls Improvements	City of Troy	—	7	—	—	Replacement of pump controls/SCADA at seven existing pump stations.
2010	Sanitary Pump Station Improvements	City of Fenton	0.2 to 0.8	7	10	2 to 15	Replaced/upgraded five existing stations, new generators and SCADA for seven sites, HDD force main.
2010	Sanitary Pump Stations Rehabilitation	Bloomfield Township	0.1 to 2.2	9	18	3 to 50	Replacement of pump station equipment at nine sites.
2010	Drainage District Pump Station No. 5	Southgate-Wyandotte Relief Drains	900	1	7	250 to 1250	Structural, architectural, mechanical, and electrical renovations to 1929 facility designed by HRC.
2008	Blue Cross Blue Shield Storm Water Pump Station	Blue Cross Blue Shield of Michigan, Detroit	19.4	1	3	30	Protects the sunken plaza and the lower level of the complex from a 100-year design storm. The wet well is an inline storage pipe.
2008	Providence Hospital Storm Water Pump Station	City of Novi	8.6	1	3	25	Protects the sunken truck well and the lower level of the complex from a 100-year design storm.
2008	Albany Booster Station	City of Ferndale	4.5	1	4	50	Below-grade water booster station.
2008	Bay Harbor Village Lift Station	City of Petoskey	1.2	1	2	50	Replacement of the existing pump station with new self-priming pumps, a new enclosure building, and a wet well.
2008	Michelson Street Pump Station Replacement	City of Rochester Hills	2.8	1	3	10	Submersible pump station for loading tanker trucks.
2007	Ambassador Bridge Storm Water Pump Station	Detroit International Bridge Company	243	1	6	50 to 250	Archimedes screw pumps with various levels within the wet well due to site constraints. Outfall to Detroit River.
2007	Bush Street Pump Station Replacement	City of Howell	0.72	1	2	20	New self-priming pumps.
2007	Cuyahoga Valley Interceptor Lift Station Improvements	Northeast Ohio Regional Sewer District	132	1	7	800 to 2,050	Two new 250 hp pumps and upgraded screening and electrical systems.
2007	Saginaw WWTP Influent Pump Station	City of Saginaw	103	1	4	150 to 250	Magnetic coupling, air- and liquid-cooled variable-speed drives. First installation in Michigan and one of the largest in the U.S.
2007	Softwater Lake Pump Station	Oakland County WRC	0.3	1	2	20	Submersible pumps.
2007	Johnson Avenue Pump Station	Hammond, Indiana Sanitary District	173	1	4	300	Evaluated the effect on capacity for redirecting existing pump stations to the proposed storage basin.
2007	Marysville WWTP Raw Sewage Pump and Primary Effluent	City of Marysville	5.3	1	2	75 to 100	Replacement of existing centrifugal pumps and new VFDs.
2007	Reeds Lake Pump Station	City of Grand Rapids	1.1	1	2	25	Sanitary pump station.
2007	Sohl Avenue Pump Station	Hammond, Indiana Sanitary District	300	1	5	500	Evaluated the effect on capacity for redirecting existing pump stations to the proposed storage basin.
2007	Ann Arbor WWTP Northside Interceptor Pump Station	City of Ann Arbor	90	1	5	100	Renovation and replacement of existing inclined screw pumps.
2007	Bloomfield Township Westbourne Booster Station	Bloomfield Township	5.2	1	3	100	Rehabilitation of the existing station with new pumps and other equipment.
2007	Water Booster Station Renovation	City of Ferndale	10	1	2	200	Rehabilitation of the existing station with new pumps and other equipment.
2007	Ann Arbor Lakewood Pump Station	City of Ann Arbor	0.4	1	2	15	Rehabilitation of the existing station, improved aesthetic appearance of building with new architectural elements.
2007	Ann Arbor North Campus Pump Station	City of Ann Arbor	2 to 4	1	4	125 to 200	Water booster station renovation, new split-case, and double-suction centrifugal pumps.
2007	Genesee County WWS Center Road Pump Station	Genesee County Drain Commissioner	12	1	3	400	New water booster pump station using centrifugal pumps.
2007	Genesee County WWS NEES Pump Station #2A	Genesee County Drain Commissioner	30	1	4	700	Dry pit immersible pumps, VFDs, screen grab rake, and odor control. Expandable to 70 MGD with 900 hp pumps,
2007	Independence Township Water Wells & Booster sites	Independence	1.4 to 2.9	6	9	15 to 200	Installed new well pumps, booster pumps, PRVs, and treatment systems.
2006	Wixom WWTP Influent Pump Station	City of Wixom	12	1	4	35	Replaced two pumps and added VFD.
2006	Armory Park Lift Station	City of Oak Park	0.6	1	2	5	Submersible pumps.
2006	Chapaton Pump Station	Macomb County DPW	8.6	1	2	125	Replacement of existing centrifugal pumps.
2005	Caro Pump Station	Village of Caro	0.2 to 1.0	11	19	Varies	Renovation of 11 existing pump stations.
2005	Independence Township Sanitary Pump Stations	Independence Township	0.5 to 1.0	8	16	Varies	Pump station upgrades, pump and valve replacements, and added flow meters.
2005	Maple North Pump Station	City of Wixom	0.2	1	2	3	Replacement of the existing sanitary pump station.
2005	Evergreen-Farmington Pump Station Improvements	Oakland County WRC	0.5 to 3.0	15	30	Varies	A unique influent piping system was added to Thornbrook Pumping Station to allow for wet well isolation.
2005	Southeast Milford Interceptor System	Milford Township	1.73	1	3	25	New submersible pump station, Special Assessment District (SAD) formed to pay for the improvements.

CITY OF GRAND RAPIDS

WASTEWATER TREATMENT/COLLECTION
IMPROVEMENTS TO ORCHARD VISTA/ALPINE ESTATES

CITY OF GRAND RAPIDS
1300 Market Square SW
Grand Rapids, MI 49503

Scott Jester, Assistant Project Manager
sjester@grand-rapids.mi.us
(616) 456-3000

PROJECT DESCRIPTION

HRC is currently conducting a comprehensive condition assessment of both the Orchard Vista and the Alpine Estates Lift Stations, including a thorough evaluation of both facilities to identify any deficiencies and recommend necessary improvements. HRC has provided design documents, construction plans, and an engineer's construction cost estimate. The project went out for bid in January 2026, and construction is expected to begin in May 2026.





CITY OF GRAND RAPIDS

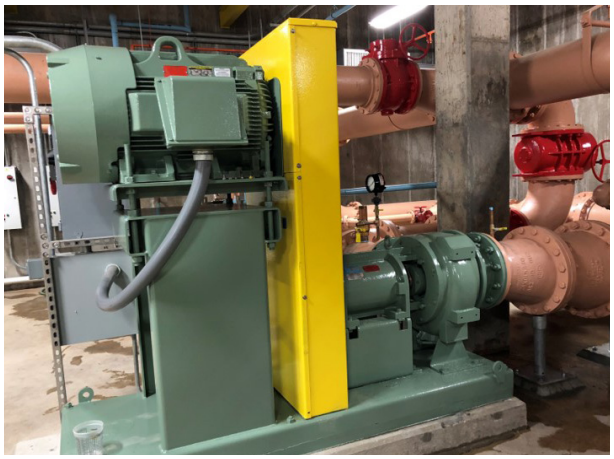
WASTEWATER TREATMENT/COLLECTION
MARKET AVENUE CONCENTRATED WASTE FORCEMAIN

CITY OF GRAND RAPIDS
300 Monroe Avenue NW
Grand Rapids, MI 49503

John Hayes, Assistant Project Manager
jhayes@grand-rapids.mi.us
(616) 456-3831

PROJECT DESCRIPTION

HRC performed design and construction engineering for the installation of a concentrated waste forcemain from Founder's Brewing Company to the Water Resource Recovery Facility (WRRF), including improvements at the WRRF to handle and store concentrated waste. A section of the forcemain was installed within an existing City trunk sewer with necessary thermal expansion joints and hangers to mount the forcemain near the top of the trunk sewer.





CITY OF GRAND RAPIDS

WASTEWATER TREATMENT/COLLECTION
EAGLE CREST FORCEMAIN RELOCATION

CITY OF GRAND RAPIDS
300 Monroe Avenue NW
Grand Rapids, MI 49503

Breese Stam, PE, Project Manager
bstam@grand-rapids.mi.us
(616) 456-3078

PROJECT DESCRIPTION
HRC replaced the forcemain under East Beltline at Leonard Street with a new six-inch HDPE directionally drilled forcemain. This upgrade included making all necessary connections at each end to ensure seamless integration with the existing infrastructure. Additionally, we installed a cured-in-place liner in a section of the existing sewer at the discharge point of the newly replaced forcemain, enhancing the durability and longevity of the system.





DELHI CHARTER TOWNSHIP

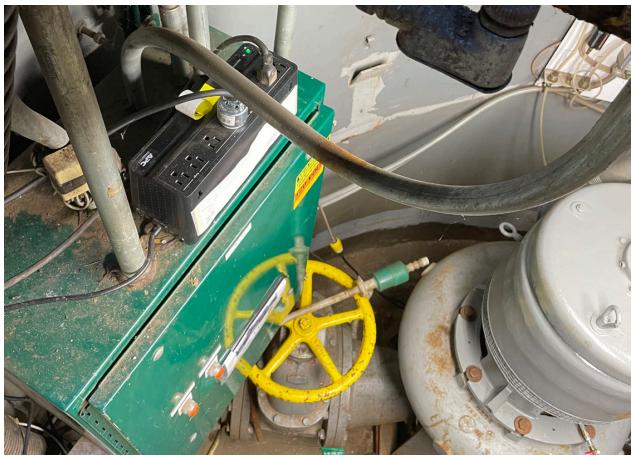
WASTEWATER TREATMENT/COLLECTION
PINE TREE LIFT STATION PUMP REPLACEMENT PROJECT

DELHI CHARTER TOWNSHIP
2074 Aurelius Road
Holt, MI 48842

Sandra Diorka, Director of Public Services
sandra.diorka@delhitownshipmi.gov
(517) 699-3874

PROJECT DESCRIPTION
The project began with a condition assessment of the existing lift station components and structures. Identified recommendations were incorporated into the design. The project, currently under construction, includes replacing the existing two 2 MGD vertical centrifugal pumps, along with upstream and downstream valves and instrumentation. After evaluating pump options, the new pumps were selected as vertical centrifugal pumps.





CITY OF UTICA

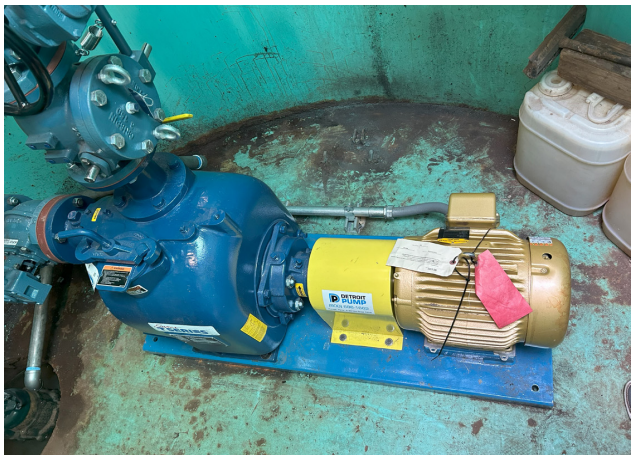
WASTEWATER TREATMENT/COLLECTION
DAVIS STREET PUMP STATION IMPROVEMENTS

CITY OF UTICA
7001 Moscone Drive
Utica, MI 48317

Bill Diamond, DPW Superintendent
dpw@cityofutica.org
(586) 634-7080

PROJECT DESCRIPTION
HRC prepared plans and specifications to replace the existing equipment. The project included new suction lift centrifugal pumps, valves, piping, ventilation, level transducers, electrical panels, and wiring. Control panels were mounted on a new above-grade equipment rack. Work also included a new DTE electric meter, generator transfer receptacle, power distribution cabinet, manual transfer switch, main service disconnect, sump pump, lighting, and epoxy floor coating.





OAKLAND COUNTY WATER RESOURCES COMMISSIONER

WASTEWATER TREATMENT/COLLECTION
SKYE DRIVE PUMP STATION IMPROVEMENTS

OAKLAND COUNTRY WRC
1 Public Works Drive
Waterford, MI 48328

Drew Sandhal, PE, Chief Engineer
sandhalm@oakgov.com
(248) 285-8375

PROJECT DESCRIPTION
The Skye Drive Pump Station is a steel can below-grade duplex pump station. HRC prepared design drawings to replace and relocate the existing electrical, controls, and SCADA equipment from the steel can below-grade pump station structure to a new above-grade control panel. Additionally, the primary ultrasonic level sensor was replaced with a radar level sensor, and backup floats were replaced in kind.

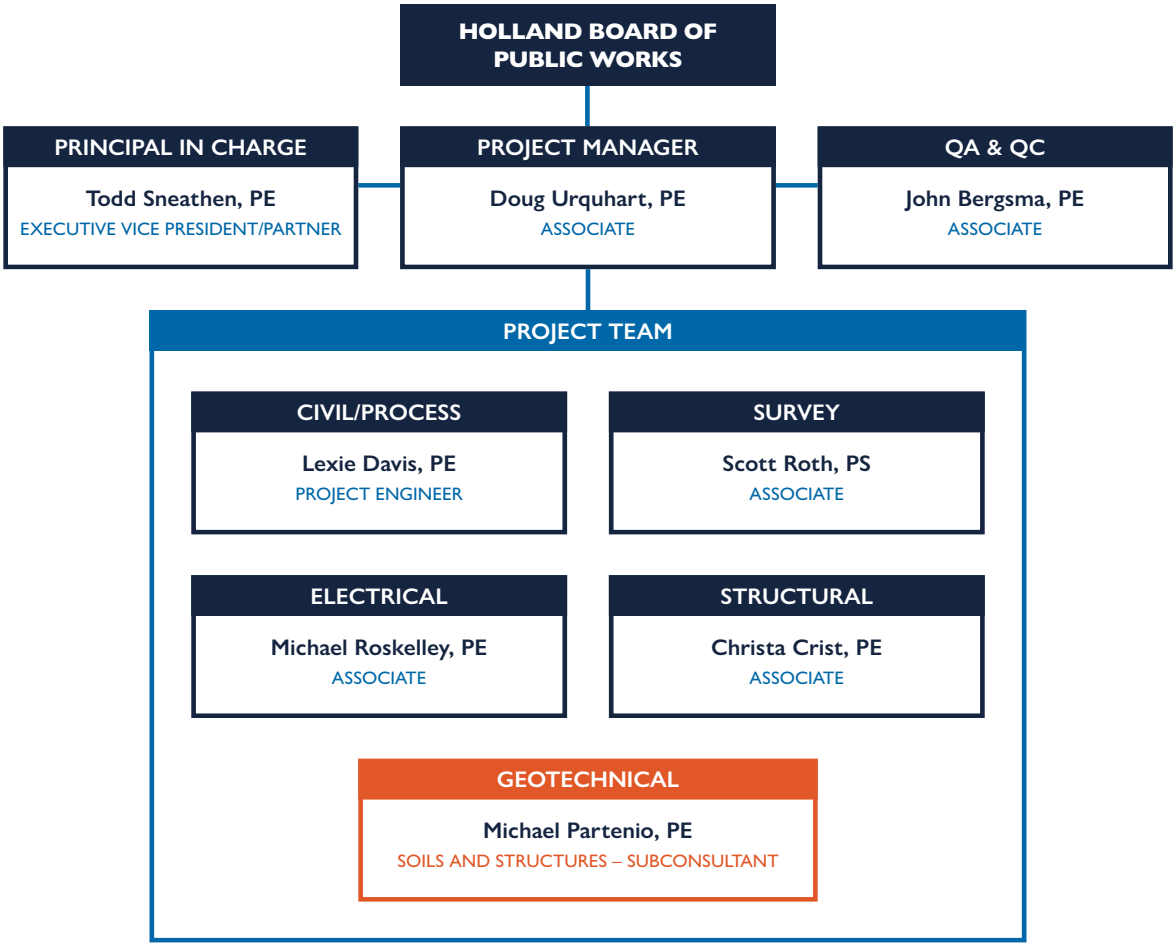




TEAM QUALIFICATIONS

ORGANIZATIONAL CHART

Below is a breakdown of our team organization for this project, outlining the specific roles and responsibilities assigned to each team member, as well as the overall structure designed to ensure effective communication throughout the project's duration. HRC's policy to have all projects assigned to a Principal of the firm ensures that each project will receive individual attention and have the direct interest of the firm.



RESUMES



EDUCATION
BS, Civil Engineering, Michigan State University, 1990

EXPERIENCE
With HRC since 2014, over 30 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer, Michigan No. 6201042128

AFFILIATIONS
American Public Works Association, Michigan Water and Environment Association, and Michigan Municipal League

TODD SNEATHEN, PE

EXECUTIVE VICE PRESIDENT/PARTNER **LOCATION: DELHI CHARTER TOWNSHIP**

Todd Sneathen has over 30 years of experience providing highly regarded infrastructure design and management for various projects. He has dedicated his professional career to providing high-quality projects that contribute to the health and well-being of local Michigan communities. His depth of experience includes roadways, sewer collection, CSO abatement, water distribution, solid waste collection, wastewater treatment plants, park systems, and downtown maintenance programs. Todd rejoined HRC in 2014 after serving in various municipal positions, including working for the City of East Lansing for more than 20 years, most recently as the director of public works from 2003 to 2014. Before being director, he served as assistant director of public works and design engineer for the City. He also served as chair of the East Lansing-Meridian Water and Sewer Authority Board, which administers the East Lansing Water Treatment Plant.

SELECT PROJECT EXPERIENCE

MUNICIPAL CONSULTING
- 2016 CDBG Streets and Water Main – City of Jackson
- 2017 CDBG Projects – City of Jackson

ROADS/BRIDGES
- Major Street Improvements – City of Jackson
- Wisner Street Rehabilitation – City of Jackson
- Cascade Park Trail and Street Enhancements – City of Jackson
- PASER Ratings – City of Jackson
- Francis Road – City of Jackson
- Ottawa Avenue Improvements – City of Grand Rapids
- Olthoff Drive Extension – City of Muskegon
- Miller Road Rehabilitation – City of Kalamazoo
- Safe Routes to School – Delhi Charter Township
- Pitcher Street Resurfacing – City of Kalamazoo
- Howard Street Mill and Overlay – City of Kalamazoo
- South Union Street Bridge – City of Traverse City
- North Cass Street Bridge – City of Traverse City
- Burcham Drive Reconstruction – City of East Lansing
- Cedar Street Reconstruction – Delhi Charter Township

PARKING, PAVEMENT, AND STREET LIGHTING
- Major and Minor Crack Seal Program – City of Jackson
- Downtown Streets and Parking Lot Rehabilitation Project – City of Jackson
- Parks Parking Lot Improvements – City of Lansing Parks and Recreation Department
- City Parking System Parking Lot Improvements – City of Lansing Parking Department

TODD SNEATHEN, PE
EXECUTIVE VICE PRESIDENT/PARTNER

PARKS AND RECREATION
- Holt Road to Mason Trail – Delhi Charter Township
- Front Street Streetscape – City of Traverse City
- Cedar Lake Trailhead Park – Delhi Charter Township
- Howard Street Pathway – City of Kalamazoo
- Ram Trail along Holt Road – Delhi Charter Township
- Cedar Street to Trailhead Park Connection – Delhi Charter Township
- Kalamazoo Bike Lanes – City of Lansing

WASTEWATER COLLECTION/TREATMENT
- WWTP Improvements – City of Mason
- POTW Improvements – Delhi Charter Township
- POTW Solids Handling Building – Delhi Charter Township
- POTW Digester Improvements – Delhi Charter Township
- Bay Street Area Sewer Lining – City of Traverse City
- WWTP Improvements – City of Hastings
- CWSRF Project Plan – City of Hastings, Delhi Charter Township, City of Traverse City, City of Mason
- MDEQ SAW Grants for Developing an Asset Management Program – Independence Township, City of East Lansing, City of Eaton Rapids
- Ongoing, As-Needed Sewer Lead Inspections – Delhi Charter Township

WATER TREATMENT/DISTRIBUTION
- Blackstone Street, Perrine Street, Williams Street Water Main – City of Jackson
- Lead Service Line Replacement Program – City of Jackson
- East Michigan Water Service Replacement – City of Jackson
- Water Plant Ground Storage Reservoir – East Lansing-Meridian Water and Sewer Authority
- Wayne Hill Booster Station Improvements – City of Traverse City
- East Glencairn Neighborhood Water Main Replacement – City of East Lansing
- Filter Backwash and Raw Water Main Upgrades – East Lansing-Meridian Water and Sewer Authority
- Water Asset Management Plan – City of Eaton Rapids
- Filter Additions and Controls Upgrades – East Lansing-Meridian Water and Sewer Authority
- DWRF Project Plan – East Lansing-Meridian Water and Sewer Authority, City of Traverse City, Lansing Board of Water and Light
- HVAC System Upgrade Replacement – East Lansing-Meridian Water and Sewer Authority

WATER RESOURCES/WATERSHED MANAGEMENT
- Allegan State Game Area Wetland Mitigation Bank – Michigan Municipal Wetlands Association
- Grand River State Game Area Wetland Mitigation Bank – Michigan Municipal Wetlands Association
- Drainage Boundary Reviews Multiple Locations – St. Clair County Drain Commissioner, Calhoun County Water Resources Commissioner

TRAFFIC ENGINEERING/INTELLIGENT TRANSPORTATION SYSTEMS
- 2021, 2022, and 2023 Safety Applications – City of Jackson
- Major Street Traffic Signal Engineering – City of Jackson
- West Street and Morrell Street Signal Replacement – City of Jackson
- Fourth Street/Horton Street/Stonewall Road Intersection and Traffic Signal Design – City of Jackson
- Cedar Street and Delhi Commerce Drive – Delhi Charter Township Downtown Development Authority
- Howard Street/Michigan Street Fiber and Signal CMAQ Project – City of Kalamazoo



EDUCATION
MS, Environmental Engineering, University of Michigan, 2004
BS, Chemical Engineering, University of Michigan, 2003

EXPERIENCE
With HRC since 2018, over 17 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer, Michigan No. 6201067401

AFFILIATIONS
American Water Works Association, Water Environment Federation, Michigan Water Environment Association

DOUG URQUHART, PE

ASSOCIATE **LOCATION: GRAND RAPIDS**

Doug Urquhart has over 17 years of water and wastewater engineering experience in planning, design, and construction administration for drinking water and wastewater treatment facilities. His drinking water treatment design experience includes hydraulic design, coagulation/flocculation design, clarification, filtration, and residual treatment and handling. His wastewater treatment experience includes preliminary treatment, primary and secondary clarification, aeration, and anaerobic digestion. He has four years of environmental engineering experience, including chemical, bioremediation, and groundwater treatment systems. Doug was also a Peace Corps volunteer in the Republic of Macedonia.

SELECT PROJECT EXPERIENCE

WASTEWATER COLLECTION/TREATMENT

- WWTP Improvements – City of Mason, MI
- Lift Station Evaluation and Odor Control – City of Petoskey, MI
- Ferric Chloride Chemical Feed Replacement – City of Petoskey, MI
- Sewer Odor Testing and Control Plan – City of Petoskey, MI
- Bear River Interceptor Capacity Evaluation – City of Petoskey, MI
- WWTP Improvements – City of Hastings, MI
- Clean Water State Revolving Fund Project Plan – City of Hastings, MI
- WWTP Solids Dewatering Equipment Replacement – City of Hastings, MI
- Clean Water State Revolving Fund Project Plan – City of Traverse City, MI
- Influent Rake Replacement – Hammond Sanitary District, IN
- Headworks Pump Station Improvements – Hammond Sanitary District, IN
- Tertiary Screw Pump Replacement – Hammond Sanitary District, IN
- WWTP Improvements, Construction, and Operations Support – City of Petoskey, MI
- Wastewater Asset Management Business Risk Evaluation – City of Petoskey, MI
- Hospital Sewer Odor Testing and Control Plan – City of Petoskey, MI
- Digester Upgrades Owner Representation Construction Engineering Support – City of Traverse City, MI
- Primary Treatment Options Study – City of Traverse City, MI
- WWTP Improvements – City of Galax, VA
- Pump Station Improvements – City of Galax, VA
- WWTP Improvements – Town of Grottoes, VA
- Grit Removal Equipment Replacement – Town of Abingdon, VA
- Draper Road Sanitary Sewer Modeling and Capacity Evaluation – Town of Blacksburg, VA
- WWTP Evaluation and Flow Equalization Preliminary Engineering Report – City of Covington, VA
- Infiltration and Inflow Study – City of Cheboygan, MI
- East Front Street Sewer Rehabilitation – City of Traverse City, MI
- WWTP Operations, Maintenance Plan, and Engineering Support – City of Covington, VA
- Sanitary Sewer Model Update – Town of Purcellville, VA

- College Street Sanitary Sewer Model Evaluation – Town of Christiansburg, VA
- Interceptor Modeling Evaluation and Preliminary Engineering Report – Town of Christiansburg, VA
- Interceptor Model Evaluation – Blacksburg, Virginia Polytechnic Institute, Sanitation Authority, VA
- Emory Meadowview Sanitary Sewer Model Evaluation – Washington County Public Service Authority, VA
- Sanitary Sewer Evaluation Study and RD Funding Application – Town of Glasgow, VA
- Bear Mountain WWTP Improvements – Bear Mountain State Park, NY
- Sanitary Sewer Rehabilitation Study – City of Salem, VA
- Pump Station Capacity Evaluations – Town of Blacksburg, VA
- West Club Pump Station Preliminary Design and Engineering Report – City of Salem, VA

WATER RESOURCES/WATERSHED MANAGEMENT

- Filter Addition and Controls Upgrades – East Lansing-Meridian Water and Sewer Authority
- Sodium Hypochlorite Feed System Replacement – East Lansing-Meridian Water and Sewer Authority
- Filter Backwash Recovery and Lagoon Decant Disposal – East Lansing-Meridian Water and Sewer Authority
- Ferric Chloride Enhanced Coagulation Evaluation – East Lansing-Meridian Water and Sewer Authority
- Water Treatment Plant Improvements – City of Howell, MI
- Water System Reliability Study Update – City of Petoskey, MI
- Water System Hydraulic Model Updates – City of Petoskey, MI
- Ingalls Pump Station Control Valve Installation – City of Petoskey, MI
- Water System Reliability Study Update – City of Traverse City, MI
- Drinking Water State Revolving Fund Project Plan – City of Traverse City, MI
- Water System Improvements – City of Cheboygan, MI
- Phase II Water Treatment Plant Modernization – NRV Regional Water Authority, VA
- Water Treatment Residuals Dewatering and Filtrate Evaluation – NRV Regional Water Authority, VA
- Water Treatment Residuals Storage Pond Sludge Removal – NRV Regional Water Authority, VA
- Route 522 Pump Station and Storage Tank Preliminary Design and Engineering Report – Town of Front Royal, VA
- Water Treatment Facility Raw Water Pump Station and Intake Upgrades – Henry County Public Service Authority, VA
- Water System Monitoring Support – Town of Blacksburg, VA
- Berovo Water and Wastewater System Improvements – Municipality of Berovo, Republic of Macedonia

INDUSTRIAL FACILITIES

- Chemical Pretreatment System Improvements – Industrial Client, VA
- pH Neutralization System Improvements – Industrial Client, MD
- Anaerobic Digestion and Combined Heat and Power System Construction and Startup Support – Industrial Client, TN
- Groundwater Remediation System Evaluation and Preliminary Design – Industrial Client, NY
- Soil Vapor Extraction System Design and Construction Administration – Industrial Client, OR
- In-situ Soil and Ground Water Chemical Remediation of Chromium VI – Oregon Department of Environmental Quality
- In-situ Anaerobic Biological Remediation and Soil Vapor Extraction System – Industrial Client, WA

STORMWATER COLLECTION

- Alpine Stormwater Pump Station Improvements – City of Grand Rapids, MI



EDUCATION
BS, Civil Engineering, University of Michigan, 2010

EXPERIENCE
With HRC since 2017, over 14 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer, Michigan No. 6201067339

AFFILIATIONS
Michigan Water and Environment Association

JOHN BERGSMA, PE

ASSOCIATE **LOCATION: BLOOMFIELD HILLS**

John Bergsma is an associate at Hubbell, Roth & Clark, working on projects in its process department. John has experience designing and managing a variety of water, wastewater, and combined sewer projects. His responsibilities include studies and design development, hydraulic modeling, project management, construction administration, and construction observation.

SELECT PROJECT EXPERIENCE

WASTEWATER COLLECTION/TREATMENT

- WWTP and Sanitary Collection System Improvements – City of Caro
- WWTP Improvements Project – City of Cheboygan
- WWTP Improvements Project – City of Howell
- Davis Street Pump Station Design – City of Utica
- Secondary Clarifier Addition and Repairs Project – City of Wixom
- WWTP Grit Chamber Improvements Project – City of Warren
- Loop Road Connector Pump Station Design – City of Howell
- Primary Effluent Tank Improvements Project – City of Warren
- Village of Lake Orion Pump Station Improvements Design – OCWRC
- Peripheral Feed Secondary Clarifier Rehabilitation – City of Warren
- Aeration and SCADA Improvements – City of Wixom
- Lathrup Village SRT Condition Assessment – OCWRC
- Ultraviolet Disinfection Project – City of Flint
- Farrand Road Pump Station – Genesee County
- Walnut 1 Pump Station Forcemain Extension Project – OCWRC
- Benjamin Pump Station Design – City of Saint Claire Shores
- Willow Run East Side Sanitary Pump Station Design – Wayne County Airport Authority
- Sanitary Lift Station Replacement Project – City of Troy
- GLWA WRRF Rouge River Outfall Project – Great Lakes Water Authority
- Hospital Pump Station Design – City of Eaton Rapids
- Sanitary Sewer Dye Dilution Testing – South Huron Valley Utility Authority
- Wayne County DPS NESDS Priority 1A Improvements Project – Wayne County
- WWTP Upper-Level Belt Filter Presses Rehabilitation – Detroit Water and Sewerage Authority
- Incinerator Complex II Rehabilitation – Great Lakes Water Authority
- Dearborn Combined Sewer Overflow SRF Program – City of Dearborn
- Woodingham Pump Station – City of East Lansing
- Sanitary Sewer Evaluation Study & Disconnection Program – City of Grand Rapids

INDUSTRIAL FACILITIES

- Industrial Waste MBR filtration Pilot Study – Marathon Oil, Detroit, Michigan

JOHN BERGSMA, PE
ASSOCIATE

WATER TREATMENT/DISTRIBUTION
- Flint WTP Condition Assessment – City of Flint
- Maryland Estates Storm Sewer Improvements – City of Grand Rapids
- Footing Drain Disconnection Program – City of Ann Arbor

WATER RESOURCES/WATERSHED MANAGEMENT
- Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site – MDEQ
- Jackson Drop Forge Superfund Site – City of Jackson
- DWSD Water Master Plan 10-year CIP – Detroit Water and Sewerage Department



EDUCATION
BS, Civil Engineering, Michigan State University, 2016

EXPERIENCE
With HRC since 2017, over 9 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer, Michigan No. 6201311061

AFFILIATIONS
Michigan Water and Environment Association
Water Environment Federation/Michigan

LEXIE DAVIS, PE

PROJECT ENGINEER **LOCATION: GRAND RAPIDS**

Lexie Davis joined HRC in 2017. Her experience includes conceptual planning, design and construction engineering, permit preparation, systems startup and operations assistance for municipal wastewater treatment systems, wastewater pumping, sanitary and stormwater collection, watershed management, and asset management planning.

SELECT PROJECT EXPERIENCE

WASTEWATER COLLECTION/TREATMENT

- CSO Separation Project Plan – Hammond Sanitary District
- Market Avenue Concentrated Waste Forcemain Construction Engineering – City of Grand Rapids
- Eagle Crest Forcemain Replacement Design and Construction Engineering – City of Grand Rapids
- WRRF Gate Actuators and RAS Pumps Replacement Design and Construction Engineering – City of Grand Rapids
- Gate Replacement in the Outfall Structure at the WRRF Construction Engineering – City of Grand Rapids
- Pretreatment System Evaluation at the WRRF – City of Grand Rapids
- Screen Building Expansion and Grit Tank Improvements at the WRRF Design and Construction Engineering – City of Grand Rapids
- Phase 2 Grit Tank Improvements and Phase 3 Screen Building Odor Control at the WRRF Design – City of Grand Rapids
- WWTP Improvements Project Design and Construction Engineering – City of Hastings
- Solids Dewatering Equipment Replacement Design – City of Hastings
- POTW Improvements Design and Construction Engineering – Delhi Charter Township
- Local Limit Study Evaluation – Delhi Charter Township
- Feed Sequencing Tank Steel Cover Evaluation – Delhi Charter Township
- Holt Generator Project Design and Construction Engineering – Delhi Charter Township
- Grovenburg Generator Project Design – Delhi Charter Township
- Meadow Ridge Generator Project Design and Construction Engineering – Delhi Charter Township
- Pleasant River Generator Project Design and Construction Engineering – Delhi Charter Township
- Chlorinated Final Effluent and Bypass Improvements Design and Construction Engineer – Delhi Charter Township
- POTW Improvements Project Design and Construction Engineering – Delhi Charter Township
- Dell Road Lift Station Valve Replacement Project Design and Construction Engineering – Delhi Charter Township
- Pine Tree Lift Station Pump Replacement Project Design Engineering – Delhi Charter Township

ASSET MANAGEMENT

- SAW Grant Asset Management Assessment for Collection, Distribution, and Treatment Systems – City of Hastings
- WWTP and Pump Stations Asset Management Program – City of Petoskey

WATER TREATMENT/DISTRIBUTION

- Wealthy Reconstruction Construction Engineering – City of Grand Rapids

WATER RESOURCES/WATERSHED MANAGEMENT

- Richmond Park Daylighting Channel and Indian Mill Creek Dam Removal – City of Grand Rapids
- Glen Echo Drive Sedimentation Design – City of Grand Rapids



EDUCATION
BS, Surveying Engineering, Michigan Technological University, 2008

EXPERIENCE
With HRC since 2008, 18 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Surveyor, Michigan No. 4001061490, Level II Certified Infrared Thermographer, M.U.S.T Safety Certified, Confined Space Entry Supervisor Certified

AFFILIATIONS
Michigan Society of Professional Surveyors, SE Chapter – Board Past President, National Society of Professional Surveyors (NSPS), Northwestern Michigan College – Surveying Program Industrial Advisory Board Member

SCOTT ROTH, PS

ASSOCIATE **LOCATION: HOWELL**

Scott Roth has 18 years of experience as a professional surveyor on public and private infrastructure projects. He is a key participant in project requirements that include industrial site survey control networks, boundary surveys, 3D laser scanning with point cloud modeling, right of way acquisition, GNSS technology, GIS data collection, route and construction surveying, radial topographic mapping, horizontal and vertical control surveys, State Plane and UTM coordinate use, and work with various datum and computations. His experience also includes asset management, infrared forensic engineering, ADA compliance assessments, industrial infrared building envelope integrity surveys, research, and computer-aided drafting.

SELECT PROJECT EXPERIENCE

ROADS/BRIDGES AND PATHWAYS

- Airline Trail – City of Wixom
- Warren Dunes State Park, Red Arrow Linear Trail Design – Michigan Department of Technology, Management and Budget/MDNR
- Musketawa Trail, Phase III – City of Muskegon
- Pontiac Trail Drainage Improvements, Nine Mile to CSXT – Road Commission for Oakland County
- North Industrial Drive Reconstruction – City of Farmington Hills
- Biddestone Lane Paving and Culvert Replacement – City of Farmington Hills
- Musketawa Trail Connector – City of Muskegon
- Musketawa Trail Reconstruction – Michigan Department of Technology, Management and Budget
- Western Michigan University and Howard Fiber Signal and Pathway – City of Kalamazoo
- M-24 at Burnside Road Signal Modernization – Michigan Department of Transportation
- West Avenue Reconstruction and Improvements – Road Commission of Kalamazoo County
- High Street Bridge Laser Scanning and Structure Survey – City of Jackson
- School Safety Routes – Delhi Charter Township
- Eighth Street Safety Project – Road Commission of Kalamazoo County
- Drake Road CMAQ Fiber and Signal AMTRAK Crossing – Road Commission of Kalamazoo County
- Drake Road Mill and Overlay KL Avenue to M-43 – Road Commission of Kalamazoo County
- City Parking Lots Reconstruction – City of Lansing
- Lydia Street Reconstruction – City of Jackson
- Francis Street Reconstruction – City of Jackson
- Stonewall Street and Fourth Street Intersection – City of Jackson
- Pearl Street Enhancements – City of Jackson
- Bucky Harris Park Improvements – City of Jackson
- Wealthy Street Reconstruction – City of Grand Rapids
- Almena Drive and KL Avenue Realignment – Road Commission of Kalamazoo County
- Multi-Year Road Improvements – City of Howell
- Tienken Road Reconstruction – City of Rochester Hills
- Wixom Road Bypass – City of Wixom
- Franklin Road Layout – Village of Franklin

SCOTT ROTH, PS
ASSOCIATE

- Pinckney Road/D-19 Reconstruction – City of Howell
- John R Road – City of Rochester
- University Drive Reconstruction – City of Rochester
- Topographical Survey Design Engineering for West Michigan and Howard Fiber Signal and Pathway – City of Kalamazoo
- Kalamazoo Street Bike Lanes Construction – City of Lansing
- I-69 MDOT Survey – City of Flint
- MDOT I-75 Reconstruction – Genesee County
- Nine Mile Road Bridge Layout – City of Southfield
- Seventeen Mile Road Bridge Over Conrail Railroad Laser Scan – City of Sterling Heights
- Lakeside Pedestrian Bridge Structural Assessment – City of Sterling Heights
- Bridge Street Carbon Reinforced Bridge Layout – City of Southfield
- Ambassador Bridge – DIBC
- Torrey Road Bridge – City of Fenton
- Grand River Avenue and Washington Avenue, Water Main Reconstruction – City of Lansing
- Clinton Street Laser Scanning and Reconstruction – City of Howell

PARKING, PAVEMENT, AND STREET LIGHTING

- City Hall Safety Path – City of Wixom
- Potter Park Zoo Stormwater Infrastructure Improvements – Ingham County
- Gunnar Mettala Park – City of Wixom
- Fire and Ice – City of Howell
- Parking Lot 10 – City of Howell
- Howell Summit Gardens – City of Howell
- New Police Headquarters Building – City of Battle Creek
- Library Parking Deck – City of Jackson
- Pavement Rehabilitation – Sears Holdings Corporation, Our Lady of Loretto, St. Margaret of Scotland
- Pavement Management Sidewalk Study – University of Toledo
- ADA Improvements – West Bloomfield Parks and Recreation

WATER RESOURCES/WATERSHED MANAGEMENT

- Minnow Pond Drain – City of Farmington Hills
- Meckler Drain Culvert Replacement and Stream Enhancement – GM Global Facilities
- Quarton Lake Maintenance and Dredging – City of Birmingham
- Pavilion Drive Culvert Replacement and Stream Restoration – Oakland University
- Storm Collection Inventory and Assessment SAW Grant – City of Marysville
- Ross Township Culvert Replacement EGLE Permitting Survey – Road Commission of Kalamazoo County

WATER TREATMENT/DISTRIBUTION

- Jackson Water Plant – City of Jackson
- 2017 Water Main Projects – City of Jackson
- West Service Center Water Distribution Improvements – Great Lakes Water Authority

WASTEWATER COLLECTION/TREATMENT

- Lola Valley Sewer – Wayne County
- WWTP Laser Scanning – City of Wixom
- Manhole Locating and NASSCO Inspection – City of Beverly Hills
- Delhi Commerce Lift Station – Delhi Charter Township
- Woodingham Pump Station – City of East Lansing



EDUCATION
BS, Electrical Engineering, Electric Power Engineering Certificate, Michigan Technological University, 2014

EXPERIENCE
With HRC since 2014, over 13 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer, Michigan No. 6201067429
Arizona No. 78720
Illinois No. 062.075082
Indiana No. PE12300258
Ohio No. PE.89073

MICHAEL ROSKELLEY, PE

ASSOCIATE **LOCATION: BLOOMFIELD HILLS**

Michael Roskelley has over 13 years of experience in HRC's Electrical Department, serving as Department Manager for the past three years. His responsibilities include project management and electrical design and specification, focusing on power distribution systems, backup power generation systems, instrumentation, and controls. He also has experience in lighting design and construction administration. He has experience on multiple projects conforming to MDOT, AASHTO, NEC, OSHA, Federal/State Codes, Standards, Specifications, Procedures, and Guidelines. He has experience managing multidisciplinary projects, including electrical, mechanical, civil, architectural, and structural engineering.

SELECT PROJECT EXPERIENCE

MUNICIPAL CONSULTING

- Grand Blanc Office Building Assessment – Ascension Health
- Code Reviews, Various – Bloomfield Township
- Portable Generator Analysis and Specification – Delhi Charter Township
- City Hall Campus Electric Vehicle Study and Design – City of Farmington Hills
- Grand Rapids Water Resource Recovery Facility Headworks Evaluation – City of Grand Rapids
- Marina Evaluation – City of Grosse Pointe Park
- Linden Grist Mill Assessment – City of Linden
- Township Hall Generator Improvements – Milford Township
- Pontiac Youth Center Assessment – City of Pontiac
- Phoenix Center Lighting Study – City of Pontiac
- Cellular Tower Metering Study – City of Southfield
- Wixom Infrastructure Analysis – City of Wixom

MUNICIPAL FACILITIES

- Department of Public Services Generator Replacement – City of Birmingham
- Recycle Pad Cardboard Compactor – Delhi Charter Township
- City of Jackson Fire Pit – City of Jackson
- Moores Park Dam Remote Control Project – Lansing Board of Water and Light
- 50th District Court Evaluation – City of Pontiac
- City Hall Assessment – City of Pontiac
- 50th District Court HVAC Improvements – City of Pontiac
- Laboratory Improvements – Road Commission for Oakland County
- New Electric Shop Building – Road Commission for Oakland County
- DPW Water Garage Improvements – City of Warren

WASTEWATER COLLECTION/TREATMENT

- Ann Arbor Lift Station Replacements – City of Ann Arbor
- Headworks Improvement Project – City of Ann Arbor

- GLWA Conveyance System Infrastructure Improvements – Applied Science, Inc.
- Delhi Publicly Owned Treatment Works Improvements and Lagoon Generator – Delhi Charter Township
- Holt Road, Grovenburg Road, and Meadowridge Lift Station Generator – Delhi Charter Township
- Solids Handling Building and CHP Generator – Delhi Charter Township
- Secondary System and Headworks System Renovations Project – Downriver Wastewater Treatment Facility, Wayne County
- Influent Pump Station VFD Replacement – Downriver Utility Wastewater Authority
- East Lansing Retention Treatment Basin Improvements – City of East Lansing
- Woodingham Pump Station Replacement – City of East Lansing
- Farrand Road Pump Station – Genesee County Drain Commissioner
- Oak Pointe WWTP Generator Switchover – Genoa Township
- Grand Rapids Water Resource Recovery Facility Gate Actuator Replacement – City of Grand Rapids
- Alpine Pump Station Improvements – City of Grand Rapids
- Grand Rapids Water Resource Recovery Facility Screen Building Expansion – City of Grand Rapids
- Water Resource Recovery Facility Electrical Investigation and Substation Replacement – Great Lakes Water Authority
- Northwest Interceptor Relief Sewer to Oakwood RTB – Great Lakes Water Authority
- Headworks and Kennedy Pump Station Improvements – Hammond Sanitary District, IN
- North and South Rake Replacement – Hammond Sanitary District, IN
- Hastings WWTP Improvements – City of Hastings
- Howell WWTP Switchgear and Generator Replacement – City of Howell
- Howell Dam Site Pump Station Improvements – City of Howell
- WWTP Improvements – City of Howell
- Chapaton Dry Weather Pump and Screen Improvements – Macomb County Public Works
- Southerly Preliminary Waste Treatment Facility Improvements – Northeast Ohio Regional Sewer District
- Walnut 1 Pump Station Forcemain Extension – Oakland County Water Resources Commissioner
- Huron-Rouge Sewage Disposal System – Oakland County Water Resources Commissioner
- Lake Orion Pump Station Evaluation – Oakland County Water Resources Commissioner
- Lathrup Sewer Retention Facility – Oakland County Water Resources Commissioner
- Skye Drive Pump Station Improvements – Oakland County Water Resources Commissioner
- Harvard Pump Station Replacement – City of Southfield
- South Haven WWTP Pump Station – City of South Haven
- South Huron Valley Biological Treatment Tanks – South Huron Valley Utility Authority
- Trenton Arm Pump Station Pump Replacement – South Huron Valley Utility Authority
- South Huron Valley Capital Improvement Projects – South Huron Valley Utility Authority
- WWTP Improvements – South Huron Valley Utility Authority
- Phase 1 Wastewater Upgrades – Wacker Chemical Corporation, Adrian Plant
- Warren WWTP Transformer Replacement, Secondary Clarifier Rehabilitation, Asset Management Plan, Solids Incinerator Replacement, Dry Well Column 3 Repair – City of Warren

WATER TREATMENT/DISTRIBUTION

- Shelby Township Water Reservoir Building – Dan's Excavating
- East Lansing Water Plant HVAC Improvements, Plant Backwash Tank and Hypochlorite System Replacement – ELMWSA
- Lake Huron Pump Station – Karegnondi Water Authority, Genesee County
- Pump Station 7 and 14 Generator Addition – Genoa Charter Township
- Cady Marsh Raker Replacement – Town of Griffith
- Water Treatment Plant Upgrades – City of Grosse Pointe Farms
- East Lansing Water Plant Filter Addition and Controls Upgrade – City of Hastings
- Kingswood Pump Station – Henry Ford Health System
- Howell Water Treatment Plant Improvements – City of Howell
- Jackson WTP High Service Pumps – City of Jackson
- Amy Pump Station Improvements – Oakland County Water Resources Commissioner



EDUCATION
BS, Civil Engineering, Lawrence Technological University, 1999
BS, Architecture, Lawrence Technological University, 1998

EXPERIENCE
With HRC since 1999, 27 years of experience

PROFESSIONAL REGISTRATION/CERTIFICATION
Professional Engineer – Michigan No. 6201063747

AFFILIATIONS
American Institute of Steel Construction (AISC), 2016–Current

CHRISTA CRIST, PE

ASSOCIATE **LOCATION: BLOOMFIELD HILLS**

As the leader of HRC's Structural Department, Christa Crist is responsible for structural analysis, design, and development of contract plans and specifications for various projects, including concrete, steel, and masonry construction. Her project focus includes new construction and rehabilitation work for water and wastewater treatment facilities and bridge design for the Michigan Department of Transportation and local agencies. As part of her department role, she frequently performs structural inspections and detailed field condition surveys, concluding with preparing detailed assessment reports incorporating recommendations and cost estimates for addressing items noted in the inspections.

SELECT PROJECT EXPERIENCE

WASTEWATER COLLECTION/TREATMENT

- WWTP Secondary Clarifier Rehabilitation – City of Warren
- WWTP Primary Clarifiers 5 and 6 Effluent Trough Rehabilitation – City of Warren
- WWTP Aeration Tanks 5 and 6 Fall Protection Improvements – City of Warren
- WWTP Asset Management Plan Structural Inspections – City of Warren
- Water Recovery Facility Pumping Station Repairs – City of Warren
- WWTP Aeration Basin Inspection – City of Wixom
- WWTP Miscellaneous Improvements – City of Wixom
- WWTP Filters and Electrical Improvements – City of Wixom
- SWRDD RTB Effluent Channel Flap Gate – Southgate-Wyandotte Relief Drains Drainage District
- SHV Priority 1 and 2 Renovations – South Huron Valley Utility Authority
- Sanitary Retention Tank Improvements – Oakland County Water Resources Commissioner
- WWTP Inspections – City of Cheboygan
- Huron-Rouge Sewage Disposal System Sewage Retention Facility – Oakland County Water Resources Commissioner
- Chapaton Pump and Screen Improvements – Macomb County Public Works Commissioner
- WWTP Aeration Tank Repair – Oakland County Water Resources Commissioner
- WWTP Aeration Basin Inspection – City of Wixom
- WWTP Asset Management Plan Structural Inspections – City of Warren
- WWTP Improvements – City of Petoskey
- WWTP Pump Station – City of South Haven
- WWTP – City of South Lyon
- WWTP Renovations, Secondary Clarifiers – City of Warren
- WWTP Miscellaneous Improvements – City of Howell
- Phase 1 WWTP Influent Relief Sewer, Kalamazoo Street Interceptor – City of East Lansing
- Downriver WWTF Secondary and Headworks System Improvement Project – City of Wyandotte
- Downriver WWTF DR-6 Solids Thickening Complex Renovations – City of Wyandotte

MUNICIPAL FACILITIES

- Police Headquarters Evidence Lab Renovation – City of Warren

- Police Headquarters Building Roof Slab Structural Assessment – City of Warren
- Community Center Pool Waterslide Structural Assessment – City of Warren
- Community Center Bleacher and Storage Facility Inspection – City of Warren
- DPW Facility Paint and Finish Maintenance Project – City of Farmington Hills
- Linden Grist Mill Condition Assessment – City of Linden
- POTW Nitrification Tower Inspection – Delhi Charter Township
- City Offices Wall Repair Project – City of Howell
- Police Headquarters Building Roof Slab Structural Assessment – City of Warren

WATER TREATMENT/DISTRIBUTION
- PRV No. 7 Rehabilitation – City of Troy
- Emergency Connection Meter/PRV Facility – Waterford Township
- The Crossings Well House Generator Room Wall Reconstruction – Kent County Water Resources Commissioner
- 2021 PRV Rehabilitation – Bloomfield Township
- West Long Lake Road and Woodward PRV Vault – City of Bloomfield Hills
- Long Lake PRV Project – Bloomfield Township
- 2019 PRV Rehabilitation Project – Bloomfield Township
- Nine Mile and Halsted and Eleven Mile and Farmington PRVs – City of Farmington Hills
- OF2 Task 20 Inkster CSO RTB Basin Deck Opening and Wall Investigation – Wayne County Department of Public Services
- OF2 Task 25 Dearborn Heights CSO RTB Basin Deck Opening and Wall Investigation – Wayne County Department of Public Services
- Connor Creek RTB Emergency Procurement Work Launder/Emergency Relief Gate Inspection – Great Lakes Water Authority
- King Street Tile Drain – Saginaw County Public Works Commissioner
- 2016 SRF Northeast Relief Sewer Rehabilitation of Pump Stations – Macomb County
- Kerby Road Pumping Station Restoration – City of Grosse Pointe Farms
- CSO Basin and Forcemains, Hammond, Indiana Sanitary District – City of Hammond, IN

INDUSTRIAL FACILITIES
- Howell Pepsi Plant Evaluation of Equipment Mezzanine Modifications – Linker Equipment Corporation
- Troy Transfer Station Facility Fire Damage Evaluation – Southeastern Oakland County Resource Recovery Authority
- Linden Grist Mill Condition Assessment – City of Linden
- DTE Trenton Channel Power Plant Improvements – City of Trenton

COMMERCIAL DEVELOPMENT
- Oakland Community College, Farmington Hills Campus Community Activities Building Structural Assessment – Barton Malow Company
- Cemetery Building Structural Inspections – Archdiocese of Detroit

LANDSCAPE ARCHITECTURE
- Our Lady of Hope Catholic Cemetery Main Entrance and Corner Monument Landscape Improvements – Archdiocese of Detroit

MISCELLANEOUS
- RTB #4 Odor Control Room Slab Replacement – City of Bay City

PARKING, PAVEMENT, AND STREET LIGHTING
- Howell Parking Lots #2 and #4 Reconstruction – City of Howell

WATER RESOURCES/WATERSHED MANAGEMENT
- Sylvan Lake Seawall Project – City of Sylvan Lake

MICHAEL PARTENIO, P.E.

MPARTENIO@SOILSANDSTRUCTURES.COM

CONTACT

(231) 670-4132

Ann Arbor · Muskegon · Traverse City · Upper Peninsula ·

POSITION

Director of Geotechnical Services / Geotechnical Engineer

EDUCATION

Master of Science in Geotechnical Engineering – University of Michigan

Bachelor of Science in Civil Engineering – University of Michigan

REGISTRATION

Professional Engineer in the State of Michigan

GEOTECHNICAL ENGINEERING PROJECT EXPERIENCE

Viridian Shores – Harbor 31
Geotechnical Investigation
Muskegon, MI

Allendale Wastewater Treatment Plant
Geotechnical Investigation & Geotechnical Consulting
Allendale, MI

Discovery Pier – Restroom, Pavilion, & Dock
Geotechnical Investigation & Foundation Design
Traverse City, MI

Samaritas Apartments
Geotechnical Investigation & Foundation Design
Muskegon, MI

Tannery Bay Residential Development
Geotechnical Investigation & Foundation Design
Whitehall, MI

Harbor Terrace Senior Living
Geotechnical Investigation
Muskegon, MI

Adelaide Point – Condos and Mixed-Use Building
Geotechnical Investigation, Foundation Design, & Load Testing
Muskegon, MI

LMCU Ballpark – Field Replacement
Geotechnical Investigation & Soil Stabilization
Comstock Park, MI

SOILS & STRUCTURES

SUBCONSULTANT INFORMATION

SOILS & STRUCTURES

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10804 Business Spur
Rudyard, Michigan 49780
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Ddunkin@soilsandstructures.com

SOILS & STRUCTURES

COMPANY PROFILE:

Soils & Structures, founded in 1974, is a leading Michigan based engineering consulting firm. With over 100 professional staff across four offices, the firm specializes in geotechnical and structural engineering, construction materials testing, and geotechnical drilling for clients throughout Michigan.

CLIENT BASE:

Owners, Architects, Developers, Construction Management Companies, Municipalities, Suppliers, Surveyers and, Engineering Consultants.

ENGINEERING SERVICES:

Geotechnical Engineering

Geotechnical Engineering expertise across Michigan, specializing in subsurface investigation and analysis to design optimal, cost-effective foundations for structures of all sizes. Resulted in improved foundation design, budget adherence, and high project confidence.

- Foundation Design
- Retaining Wall Design
- Drilling Services
- Pavement Design
- Geotechnical Investigation & Reports
- Earth Retention Design & Evaluation

Structural Engineering

We offer comprehensive structural engineering for new buildings and foundations, serving industrial and architectural clients, with specialized expertise in the structural evaluation of existing commercial, manufacturing, and historical structures.

- Design of New Buildings
- Foundation Design
- Steel Detailing
- Steel Detailing
- Computer Aided Drafting
- Pile, Retaining Wall & Cofferdam Design

Construction Materials Testing

Construction Materials Testing is provided for both public and private projects using ASTM and MDOT procedures. Our ICC and state certified technicians provide testing and quality control with technologically advanced equipment. Soils & Structures operates an AASHTO Accredited Laboratory.

- Concrete Testing
- Soil Density Testing
- Aggregate Testing
- Masonry Inspections
- Vibration Monitoring
- Pile Inspection
- Non-Destructive Testing
- Structural Steel Inspections
- Reinforcing Steel Inspection
- Concrete Maturity Testing
- Asphalt Testing
- Thermal Imaging

METHODS AND TECHNIQUES

PROJECT UNDERSTANDING

PROJECT OBJECTIVES

The Holland Board of Public Works (BPW) is seeking an engineering firm to assess the Lincoln Lift Station and to design the lift station replacement and the rehabilitation of the existing forcemain.

EXISTING CONDITIONS

The Lincoln Lift Station is located east of Lincoln Road, approximately 1,900 feet south of 48th Street. The lift station was constructed in 1981 and includes a 15-foot by 15-foot wet well with an adjacent dry well. The steel can-style dry well contains the station's electrical and control panels, two 20 HP centrifugal pumps, and associated valves and piping. Downstream of the station is a manhole with valves and available pipe connections for bypassing the lift station or recirculating the wet well. The pump station discharges to a 12-inch ductile iron forcemain.

The station currently lacks a permanent standby generator for backup power. The station and associated facilities are located on a 0.5-acre parcel of land owned by the Holland BPW. The existing HMA driveway is in fair condition. The chain link fence and gate have been removed, as access to the pump station and wet well is now locked.

The upstream sewers to the Lincoln Lift Station were evaluated in the 2024 Existing System Capacity Evaluation and Future Flows. This study indicated that surcharging may occur in the 12-inch sewer during spring conditions. Additional metering in the 12-inch and 21-inch sewers was recommended to help characterize the flow split from the upstream manufacturing facilities and verify that the existing sewer capacity is sufficient. The Capacity Evaluation, however, did indicate the existing pump station has sufficient capacity. The rated capacity is 1,200 gpm, and averages only 42.6 gpm, with a peak of 167.2 gpm.

PROJECT APPROACH

SITE ORIENTATION

The project would begin with a survey of the lift station site to identify parcel information and accurately capture existing site layout, including property/easement lines. HRC would coordinate with the City to obtain access to the dry and wet wells to perform a preliminary condition assessment of the existing structures. To support the design of new structures at the site, a 45-foot soil sample/boring will be completed.

BPW resources, including the lift station as-built information and operational data provided, will be reviewed throughout the project.

Upstream flow monitoring will be included to provide sufficient flow data to determine the existing average and peak flows. HRC assumes approximately two to three months of flow metering using two flow meters at the 12-inch sewer at MH-3953 and at the 21-inch sewer at MH-3864 to capture sufficient data and wet weather events. This data, in addition to an assessment of potential future flows, will be used to verify that the pump station and forcemain size can be reduced, and to determine the available capacity of the 12-inch sewer.

Reducing the pump station capacity will factor into the forcemain rehabilitation. That is, if the new capacity is too low, slip-lining of the existing forcemain rather than cured-in-place pipe (CIPP) lining may be required to reduce the pipe's internal diameter and ensure the sewer flows remain above the minimum velocities.

The collected information will be summarized in a preliminary design recommendation memorandum outlining improvements to include in the design. Based on the information supplied, the station has had minimal to no work since its original construction in the early 1980s.

DESIGN

HRC will evaluate the option of renovating the existing pump station versus full replacement. It is our understanding that the BPW is beginning to transition its below-grade can-style dry well sanitary lift stations to circular wet pit submersible stations. The new wet pit pump station has various benefits over a steel dry pit. This includes reducing corrosion of the steel can and fittings, as well as reducing the safety risks associated with a below-grade dry pit. The existing 15-foot by 15-foot square below-grade wet well is also oversized for the influent sewer flows observed and is difficult to clean. HRC will evaluate the condition for retrofitting this wet well structure to a smaller circular structure.

HRC will prepare project plans, specifications, and an engineer's construction estimate that will be updated as the design progresses. The plans and specifications will be prepared in conformance with the BPW standards and specifications. Utilities will be contacted as required per our understanding of the project scope.

Within the design, the following major decisions will be completed:

- Confirm the lift station's pumping capacity. Following the flow metering and during the early stages of the design phase, HRC will perform hydraulic calculations to confirm the total dynamic head of the pumps.
- Replace the existing wet well with a circular wet well for duplex wet pit submersible-style pumps.
- Install below-grade valve vault with check valve and isolation valves.
- Provide new above-grade electrical and control enclosures, including cabinet materials, location, lead time, and cost impacts.
- Install new backup generator using natural gas from service along Lincoln Road.
- Line existing DIP forcemain with CIPP lining or slip-lining methods.
- Prepare a bypass plan. This could entail using the existing wet well for suction from the bypass pumps and discharging to the forcemain while the new pump station is under construction. The lining of the forcemain may require bypass pumping, or if the flows are low enough, pumping and hauling using a vactor truck.

The final plans and specifications will be provided to the City as ready to bid.

BID PHASE

Using the final plans and specifications, HRC will prepare to support the City in advertising and issuing the bid documents. HRC will also attend and support the City in administering the pre-bid conference with prospective bidders. During this time, we will respond to bid questions and prepare any required addenda. HRC will provide a review and recommendation of the bids received.

CONSTRUCTION PHASE SERVICE

We understand that the City will provide full-time observation during the project's construction. The construction administration task includes maintaining field records, reviewing pay estimates, preparing reimbursement requests, providing design assistance to the City's field staff, and other construction management items.

HRC will provide materials testing in accordance with the City and MDOT requirements (as required). HRC will provide construction staking for the project. HRC will review the shop drawings that the contractor must submit. The efficiency of reviewing submittals depends on the thoroughness of the information provided by the contractor. Record drawings for any work that deviates from the construction drawings will be provided by the contractor and finalized by HRC.

WHY HRC PROVIDES THE BEST VALUE TO THE HOLLAND BPW

- RAPID RESPONSE TASK-ORDER TEAM
- LIFT STATION REPLACEMENT/IMPROVEMENT EXPERTISE
- FACILITY CONDITION ASSESSMENT EXPERIENCE
- IN-HOUSE ENGINEERING THAT ELIMINATES DELAYS
- PROVEN LIFT STATION REPLACEMENT/IMPROVEMENT PORTFOLIO



SCHEDULE

Below is HRC's proposed schedule for the project. A finalized schedule of events will be provided after the kickoff meeting.

CONSULTANT SELECTION	APRIL 6, 2026
KICKOFF MEETING	APRIL 14, 2026
PERFORM SURVEY AND CONDITION ASSESSMENT	APRIL 2026
INSTALL FLOW METERS	APRIL 2026
REVIEW DRAFT RECOMMENDATION MEMORANDUM AND 30% DESIGN DOCUMENTS WITH CITY, INCLUDE PRELIMINARY ENGINEER'S ESTIMATE FOR PROPOSED SCOPES OF WORK FOR DISCUSSION	MAY 2026
REMOVE FLOW METERS	JUNE 2026
SUBMIT 60% DESIGN DOCUMENTS FOR REVIEW	JUNE 2026
60% DESIGN REVIEW MEETING	JUNE 2026
SUBMIT 90% PLANS AND SPECIFICATIONS FOR REVIEW	JULY 2026
90% DESIGN REVIEW AND PART 41 PERMIT APPLICATION TO EGLE	JULY 2026
FINAL PLANS, SPECIFICATIONS, AND ENGINEER'S CONSTRUCTION ESTIMATE	SEPTEMBER 2026
PROJECT OUT FOR BID	OCTOBER 2026
AWARD PROJECT AND EXECUTE CONTRACT	NOVEMBER 9, 2026
CONSTRUCTION TO BEGIN	MARCH 2027



FEE

TASK DESCRIPTION	PRINCIPAL $165.00	PROJECT MANAGER $155.00	DESIGN ENGINEER $140.00	GRADUATE ENGINEER $125.00	ELECTRICAL ENGINEER $150.00	QA/QC ENGINEER $155.00	STRUCTURAL LEAD $175.00	STRUCTURAL ENGINEER $150.00	SURVEY $120.00	MATERIALS TESTING $90.00	GEOTECHNICAL	FLOW METERING	TOTAL HOURS	TOTAL ESTIMATED COST
TASK 1 - SITE ORIENTATION	2	4	12	20	8				40		$4,500.00	$12,000.00	86	$27,630.00
TASK 2 - DESIGN SERVICES	2	8	16	56	30	4	4	20					140	$19,630.00
TASK 3 - BID PHASE SERVICES	2	4	8	8	4			4					30	$4,270.00
TASK 4 - CONSTRUCTION PHASE SERVICES	2	4	20	40	24			16	20	30			156	$19,850.00
SITE VISITS (20 VISITS AT 4 HOURS/VISIT) PER SITE VISIT (4 HOURS/VISIT)				80									80	$10,000.00 *$500.00*
TOTAL HOURS	**8**	**20**	**56**	**204**	**66**	**4**	**4**	**40**	**60**	**30**			**492**	**$81,380.00**

TITLE	HOURS	BILLABLE	DIRECT COST
PRINCIPAL (TODD SNEATHEN)	8	$165.00	$1,320.00
PROJECT MANAGER (DOUG URQUHART)	20	$155.00	$3,100.00
DESIGN ENGINEER (LEXIE DAVIS)	56	$140.00	$7,840.00
GRADUATE ENGINEER (JOSH COLE)	204	$125.00	$25,500.00
MANAGER (MICHAEL ROSKELLEY)	66	$150.00	$9,900.00
QA/QC ENGINEER (JOHN BERGSMA)	4	$155.00	$620.00
STRUCTURAL LEAD (CHRISTA CRIST)	4	$175.00	$700.00
STRUCTURAL ENGINEER (SEAN HERRLE)	40	$150.00	$6,000.00
SURVEY (SCOTT ROTH)	60	$120.00	$7,200.00
MATERIALS TESTING (MATT NELSON)	30	$90.00	$2,700.00
SUBTOTAL			**$64,880.00**
GEOTECHNICAL (SOILS & STRUCTURES)			**$4,500.00**
FLOW MONITORING (2 METERS, 3 MONTHS)			**$12,000.00 (ASSUME $2,000 PER METER PER MONTH)**
TOTAL COST			**$81,380.00**

Proposal for Engineering Services
Lincoln Lift Station Improvements Bid Form

Addendum 1 Received (Y/N) Addendum #1 received March 17, 2026

Lincoln Lift Station		
Task 1		$27,630.00
Task 2		$19,630.00
Task 3		$4,270.00
Task 4		$19,850.00
Site visits		
Price per visit	$500.00	
20 Visits		$10,000.00
Total Bid		$81,380.00

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

535 Griswold Street
Buhl Building, Suite 1650
Detroit, MI 48226

313-965-3330

www.hrcengr.com

Resolution of Corporate Authority

I, Jesse B. VanDeCreek, the undersigned, hereby certify that I am the Vice-President/Secretary of Hubbell, Roth & Clark, Inc., a Michigan Corporation, and certify that the resolution shown below, was duly adopted by the Board of Directors at their meeting of January 6, 2026, at which a quorum was present and voted; and that this resolution has not been rescinded or modified and is now in full force and effect.

> **RESOLVED THAT**; The officers of the Corporation shall consist of a President, Executive Vice-President, Secretary, Treasurer, and Vice-Presidents.
>
> Each officer of the Corporation is empowered to execute contracts on behalf of the Corporation.

I further certify that;

> Daniel W. Mitchell is President
> Todd J. Sneathen is Executive Vice President
> Jesse B. VanDeCreek is Vice President/Secretary
> James F. Burton is Vice President/Treasurer
> Roland N. Alix is Vice President
> Charles E. Hart is Vice President
> Thomas G. Maxwell is Vice President
> Bradley W. Shepler is Vice President
> Karyn M. Stickel is Vice President
> Brian Davies is Vice President

In witness thereof, I have set my hand this 6th day of January 2026.

Jesse B. VanDeCreek
Vice-President/Secretary

ENGINEERING.
ENVIRONMENT.
EXCELLENCE.

Addendum No. 1

Owner:	Holland Board of Public Works (HBPW)		
Project Title:	Lincoln Lift Station Improvements		
Project #:	SWR104	Date of Addendum:	March 17, 2026

Notice to Prospective Bidders

In accordance with the original RFP Instructions to Bidders, this Addendum is hereby issued as part of the Contract Documents.

Attached please find revisions to the RFP:

Page 2 – Defined modifications and additional items within project scope.

1. Modifications:
    a. The evaluation of the wet well is intended to determine the extent of concrete repairs needed to make it round rather than square, and if abandonment of the existing would be more feasible.
    b. The potential of lining the wet well will be determined by the extent of work needed if abandonment and a new structure isn't necessary.
    c. The new generator to be added needs to be connected to the gas main along Lincoln Ave.
    d. The upstream flow metering shall be completed by the consultant based on the sewer study provided. The study indicated that the pumps are more than sufficient in size and may need to be downsized. The study found that a 12" main upstream is undersized for the area it services and may need to be upsized, not the pumps.
    e. The liner for the existing force main is an option as well as possibly boring a new main if downsized based on flow data and cost.

Questions received to this point.

1. **Schedule of collecting flow data –** The goal of collecting the flow data is to gain sufficient data to determine if we should downsize the pumps and/or force main as necessary. The time duration needed depends on what the consultant is able to collect meaning it could be 2-3 months.

All other questions have been addressed within the Addendum.

Questions can be submitted until March 19, 2026 at 12:00pm (noon).

Please fill out the appropriate lines of the BID FORM to acknowledge that you have received this ADDENDUM.

Respectfully,
Holland Board of Public Works

Ashley Williams

Enclosures: RFP revision 1 with edits.

C: All Plan Holders (electronically)

HOLLAND BOARD OF PUBLIC WORKS

REQUEST FOR PROPOSALS

Lincoln Lift Stations Improvements

March, 2026

Holland Board of Public Works
625 Hastings Avenue
Holland, MI 49423

INTRODUCTION

The City of Holland, acting by and through its Board of Public Works (Owner), intends to receive proposals for the design and construction consulting of the Lincoln Lift Station and connecting force main.

LINCOLN LIFT STATION

The Lincoln Lift station is situated near the Tulip City Airport on Lincoln Road.





General Upgrade Plan for Lincoln:

1. Evaluate wet well for need and extent of concrete repairs.
2. Line rehabbed wet well.
3. Evaluate converting station to submersible with new submersible pumps in wet well or replacing pumps with new dry-pit submersible pumps.
4. New valves and piping in a new valve chamber if station is converted to submersible or replacing existing in drywell.
5. New above ground controls.
6. New emergency generator.
7. Connect new station controls to new generator.
8. Match relay logic from previous control upgrades
9. Upstream flow metering shall be completed by the consultant at recommended locations per HBPW Sewer Study.
10. New liner for the existing force main.

History

The Lincoln Lift Station is a USEMCO dry well station constructed in 1981. The lift station consists of two 20 HP direct drive pumps, HVAC, SCADA, circuit breakers, controls panel, sump pump, valves and piping in a can style dry well lift station. The Station was designed with a firm capacity of 1,200 gpm. Since construction the station has only pumped an average flow of 42.6 gpm and a peak of 167.2 gpm. The connecting force main was installed in 1980 and the material is ductile iron poly wrapped pipe. The total diameter and length of the force main is 12 inches and approximately 1,250 feet long.



Lincoln Lift Station (Pink) Overview Map



Force Main (Red) Overview Map

SCHEDULE

The following is a brief overview of the anticipated schedule for the Lift Station:

Benchmark	Date
Proposal to Receive By	March 20, 2026, 2:00 PM
Approval of Engineering Contract by BPW Board	April 6, 2026
Lincoln Rehabilitation let for Construction Bid	October 2026
Approval of Construction Contract Bid by BPW Board	November 9, 2026
Construction to Begin	March 2027

ENGINEERING SERVICES WORK SCOPE

All reproduction, travel, and sub-consultant costs associated with the respective tasks identified herein shall be included in the not-to-exceed proposal price. Any work that arises beyond the scope described in the proposal shall be negotiated based on the Hourly Rate Sheet provided by the consultant with the proposal.

Task 1 – Site Orientation

- Verify accuracy of existing data and drawings. Perform a professional survey on site to get enough data to create an accurate site plan which captures grade, curb, utilities, and establish the limits of available and applicable right-of-ways and easements.
- Perform a soil sampling on site to a depth of 45 feet at a safe location nearby.
- Perform any necessary field study to prepare design drawings.

Task 2 – Design Services

- Attend and administer kick-off meeting with Holland BPW and City of Holland staff to review scope and work plans, establish schedule, and define specific design features.
- Attend and administer progress meetings with key Holland BPW and City Staff to review the design elements and update the status of the project. The engineer shall provide for on-site review meetings at 30, 60 and 90 percent of completion.
- Review plans to confirm the necessary design standards and Federal, State, County, and City regulations have been considered.
- Provide an opinion of probable construction costs.
- The consultant shall be responsible for obtaining all necessary permits (EGLE, NPDES, etc.), that are necessary to bid and successfully complete the project.

- All water/wastewater system design shall be performed in accordance with Ten States Standards and the Holland Board of Public Works standards and specifications.

Task 3 – Bid Phase Services

- Prepare, advertise and issue bid packages.
- Attend a pre-bid meeting, prepare and distribute pre-bid meeting minutes as necessary.
- Receive and provide responses to bidder inquiries during bid period.
- Prepare and distribute bid addenda as necessary.
- Review construction bids received and provide recommendations to the BPW regarding bid completeness/responsiveness, bidder capabilities, and contract award.

Task 4 – Construction Phase Services

- Construction Contract Administration (CCA). Assist BPW staff with contract administration (Change Orders, Progress Payments, etc.).
- Review of submittals (shop drawings, samples, material data sheets, testing reports, operation and maintenance manuals, etc.) for conformance with the design drawings and specifications.
- Respond as needed to contractor generated requests for information.
- Attendance and administration of preconstruction meetings.
- Attendance of regular construction progress meetings for each contract, with a minimum of meetings weekly. A final walk though is considered to be part of the commissioning of the upgraded lift station. Further, the consultant shall make up to 2 additional QA/QC visits each week, for a total of 3 visits each week. The Bid Form has pricing for site visits as “each” with an estimate of 20 total site visits. Site visits are to be billed on an each basis with unused site visits left unbilled.
- The consultant shall provide construction staking for the entire project. The construction staking shall be coordinated with the contractor. Cut/fill elevations to pipes, curb & gutter and finish/intermediate road grades shall be provided on the stakes. The registered surveyor shall be responsible for providing timely, clear and accurate staking throughout the project. The lift station location on small parcels, property boundaries are to be clearly staked.
- The consultant shall provide all materials testing consistent with Owner and MDOT procedures and frequencies. All testing shall be provided by personnel who possess current MDOT testing certifications for the materials that are being tested.
- Development of Record Drawings. At the conclusion of the project, Record Drawings consistent with BPW standards and specifications shall be submitted for review and approval by the BPW. Upon approval, electronic copies of the drawings shall be provided. Electronic copies shall be provided in PDF and AutoCAD 2023 (including CTB file) compatible formats. All record drawings (including O&M Manuals and documentation for controls) must be submitted for final approval to the BPW within 3 months of system start-up. To this effect, the BPW shall retain an amount equal to ten percent of each consultant

billing during the construction phase up to a maximum five percent of the total contract price (Design, Bid & Construction). Retainage shall be held until such time as final approval of the Record Drawings has been granted.

- Full-time resident inspection of above and below grade construction will be completed by BPW staff.
- Streets under construction during the project may be closed to through traffic; however, access must be maintained for those residents and businesses along the construction corridor.
- Consultant shall be present for the commission and startup of upgraded lift stations.

PROPOSAL REQUIREMENTS

Each consultant shall visit the site and become fully acquainted with the site conditions so that the consultant may fully understand the facilities, difficulties and restrictions attending the execution of the work.

The BPW is not responsible for any costs incurred by the consultant prior to the execution of an engineering and construction contract administration services contract.

Proposals to include Not to Exceed pricing for the Lift Station and force main. Proposals shall be for professional services billed on a time and cost basis with a lump sum fee. The lump sum fee shall be supported with a breakdown of assumed costs, quantity of hours, and hourly rates for individuals working on the project.

The Owner is not responsible for any costs incurred by the consultant prior to the execution of a contract. We are seeking assurance that proposals are made by a consultant with the experience and capability to carry this project to a timely and successful completion and the capability and willingness to work with interdisciplinary members of Owner staff in project development. With your proposal, include a statement of your firm's qualifications and experience, and identification of and experience of those individuals who would represent your firm on this project. Also, list all sub-consultants required. Finally, include certification that the representative submitting the proposal is authorized to act as an agent for the company. Addenda will be provided to all consultants as necessary.

Consultants may not agree, conspire, connive or collude to produce a deceptive show of competition in the compilation of the proposal nor may they, in any manner, directly, or indirectly, enter into any agreement, participate in any collusion to fix the price or otherwise take any action in restraint of free competitive bidding. The Owner reserves the right to reject any or all proposals and to select that proposal which it deems to be in the best overall interest of its customers.

PROPOSAL SUBMITTAL

Sealed proposals shall be received no later than **2:00 PM, March 20, 2026.** Please direct all questions in writing to the undersigned at awilliams@hollandbpw.com or (616) 355-1598.

Consultants shall submit one electronic copy (pdf) for review by the BPW. Proposals shall be sent to:

Holland Board of Public Works
Attention: Ashley Williams (Water/Wastewater Services Civil Engineer)
625 Hastings Avenue Holland, MI 49423
Phone: 616-355-1598
E-mail: awilliams@hollandbpw.com

PROPOSAL EVALUATION AND SELECTION

Selection of a consultant will be made at the complete discretion of the Holland Board of Public Works, which reserves the right to accept or reject any and all proposals.

Holland Board of Public Works staff in coordination with City of Holland staff shall evaluate each proposal to determine the firm offering the best value. Cost of services is significant but shall not be the sole criterion in selecting a consultant. The evaluation will include an assessment of the firm's ability to provide the services required qualifications of the personnel and proposed sub-consultants, previous experience with similar projects, scope of services, management and technical approach, past experience with the Holland BPW and/or City of Holland, and proposed fees.

Sincerely,

Ashley Williams
Water / Wastewater Services Engineering

Proposal for Engineering Services
Lincoln Lift Station Improvements Bid Form

Addendum 1 Received _(Y/N)_____

Lincoln Lift Station		
Task 1		_____
Task 2		_____
Task 3		_____
Task 4		_____
Site visits		
Price per visit	_____	
20 Visits		_____
Total Bid		_____

HOLLAND BOARD OF PUBLIC WORKS
ENGINEERING SERVICES CONTRACT

This Engineering Services Contract ("Contract" or "Agreement") is entered into this **26th day of March, 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 **Hubbell, Roth & Clark, Inc.,** a **Michigan** corporation, which has offices located at **1925 Breton Road SE, Suite 100, Grand Rapids, MI, 49506** ("Engineer").

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

Article 1-Scope of Services / Statement of Work

The Engineer shall perform the following services ("Work") described in the following exhibits:

Exhibit A: Holland Board of Public Works RFP titled Lincoln Lift Station Improvements and dated March, 2026.

Exhibit B: Hubbell, Roth & Clark, Inc. proposal dated March 20th, 2026.

Article 2-Compensation

2.1) The Owner shall pay the Engineer the amount not-to-exceed **eighty one thousand, three hundred eighty dollars and zero cents, ($81,380.00)** for services as identified in **Exhibit A**, which shall be billed in itemized billings to the Owner on a monthly basis based upon the hourly rates set forth in the Engineer's proposal (**Exhibit B**). Owner shall pay undisputed itemized billings of Engineer within thirty (30) days of the billing date. The final payment by the Owner to the Engineer shall not be paid until final completion of the Work and acceptance of the Work by the Owner.

2.2) All changes to the Work must be submitted to the HBPW Representative designated in Article 3 and approved in writing by the Owner.

2.3) No payments will be made to the Engineer until the Certificates of Insurance have been received by the Owner. If the insurance furnished by the Engineer expires or is cancelled during the term of the Contract, service 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 Engineer

3.1) The Engineer is responsible to report to **Ashley Williams, Civil Engineer,** of the Holland Board of Public Works (the "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 Engineer must be dated and bear the Engineer's name.

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

3.4) The Owner may review and inspect the Engineer's activities during the term of the Contract. Owner may audit and inspect Engineer's records and accounts covering reimbursable costs for a period of six months following the completion of Engineer's Work. The purpose of any such audit shall be only for verification of such costs. Engineer 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 Engineer will submit a final written report.

Article 4-Schedule for Performance

Owner and the Engineer shall agree on a schedule for the performance of the Work by the Engineer, which schedule shall be completed and ready for final payment no later than **May 15th, 2027.** Time is of the essence in the performance of the Work.

Article 5-Standard of Performance

Engineer warrants that it shall perform the Work in accordance with the terms of this Contract and standards of care and diligence normally practiced by recognized engineering firms in performing work of a similar nature. If, during the latter of a three (3) year period following the earlier of completion or termination of the Work 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 Engineer's failure to meet such standards and/or failure to perform the Work in accordance with the terms of this Contract, and Owner has promptly notified Engineer in writing of any such error or omission within such periods, Engineer, at Engineer's cost, shall correct, re-perform, or re-do the Work as may be necessary to remedy such error or omissions (and shall be liable for any corrective construction or installation arising from the error, defect, or omission of the Engineer.)

Article 6-Conditions of Performance

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

6.2) All Work shall comply with applicable laws, ordinances, rules, regulations, standards of the Owner and its respective departments in effect on the date of this Contract.

6.3) Engineer 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.

6.4) Original drawings and specifications prepared for the Work are and shall remain the property of the Engineer; however the Work as a whole is the property of the Owner and the Engineer 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 Agreement, the drawings and specifications may be used by the Owner for other work provided Owner provides notice to Engineer. If the Owner subsequently uses the drawings and specifications of the Engineer 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 Engineer.

6.5) Engineer 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 7-Insurance and Indemnification

This Agreement is subject to the following provisions:

7.1) The Owner and the Engineer acknowledge that the Engineer is an independent contractor in all of the Engineer's activities and that in the course of such activities, at no time does the Engineer, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Engineer 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 Engineer, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Engineer. In the event any person shall undertake to hold the Owner liable for any willful misconduct or negligent performance of the Engineer, its officers, directors (trustees), members, employees,

volunteers, or other persons acting on behalf of the Engineer, the Engineer expressly agrees to hold the Owner harmless of and from any such liability. The Engineer 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 Engineer agrees to purchase liability insurance in amounts specified in this Agreement, to insure against losses arising out of the negligent performance of the Engineer's services and that of its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Engineer, 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 Engineer 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 Engineer or his respective sub-consultants or sub-Engineers, pursuant to MCL 691.991.

7.2) The Engineer shall, throughout the period of this Agreement, procure and maintain commercial general liability, automotive liability, excess liability and professional liability insurance covering any and all operations of the Engineer, 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 Engineer 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 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 workers' compensation and professional liability).** 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 Engineer 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 Engineer 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 coverages provided by the Engineer shall be primary. In the event of a loss or claim by the Owner, the Engineer, 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 applicable 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 Engineer uses a motor vehicle in the performance of the Work. Policies shall be written on a comprehensive form to include 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) Professional Liability:

Engineer shall maintain from the date of this Agreement through the term of this Agreement, and for a period of three (3) years after, a standard form of errors and omissions insurance with an insurance company reasonably satisfactory to the Owner. The errors and omissions insurance shall provide a "per claim" of not less than One Million Dollars ($1,000,000) and an aggregate of not less than One Million Dollars ($1,000,000). In the event the Engineer shall change the insurer of its professional liability insurance within the term of this Contract or for a period of three (3) years thereafter, the Engineer shall maintain a retroactive endorsement date for such insurance which shall include the term of the Contract with the Owner.

Article 8-Successors and Assigns

This Contract is binding on the Owner and the Engineer their successors and assigns. Neither the Owner nor the Engineer 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 Engineer. In the event of termination by the Owner, the Engineer 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 Engineer indicating that the Contract will be terminated within ten (10) days unless Engineer makes corrective action or cures the default specified in the notice of default. Upon termination, the Owner may contract for substitute engineering services and the cost incurred by Owner for such substitute engineering services which is in excess of the amount that remains unpaid to the Engineer shall be paid by the Engineer upon demand by the Owner. Owner shall collect its reasonable costs and attorneys' fees to enforce the terms and conditions of this 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 Engineer 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 Engineer. Changes that are mutually agreed upon by the Owner and the Engineer, including any decrease or increase in the amount of the Engineer's compensation, will be incorporated into this Contract by written amendments. All proposed changes to the scope of Work must be submitted to, and approved in writing, by the Owner.

Article 11-Extent of Contract

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

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

11.2.1) **This Contract pages 1 to 6.**

11.2.2) **Exhibit A: Holland Board of Public Works RFP titled Lincoln Lift Station Improvements and dated March 2026.**

11.2.3) **Exhibit B: Hubbell, Roth & Clark, Inc. proposal dated March 20th, 2026.**

11.2.4) **Certificate of Liability Insurance**

11.3) This Agreement shall be governed by the laws of the State 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.

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

Article 12-Execution of Contract

12.1) Execution of this Contract shall constitute a contract between the Engineer 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.

[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: _____, 2024

ENGINEER:

[_____]

By _____

Its _____

APPROVED AS TO FORM
CITY OF HOLLAND

By: _____
Vincent L. Duckworth
City Attorney

Dated: _____

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **16th Street Water Main Lining and Capital Budget Amendment**

Utility Services Department

Introduction:

This project involves lining approximately 630 linear feet of 12-inch water main on 16th Street between Settlers Road and Hoover Boulevard where an active leak has been identified near the US-31 crossing.

Recommendation:

Approve 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.

Description:

HBPW staff first observed water surfacing at the northeast intersection of US-31 and 16th Street in the summer of 2024. At that time, testing showed no detectable chlorine or fluoride, indicating the water was not potable and was likely groundwater. This conclusion was reasonable given the slow and inconsistent nature of the surfacing water which aligned with typical groundwater conditions.

Approximately six weeks ago, the water resurfaced at the same location and was tested again. This testing confirmed the presence of chlorine, clearly identifying the source as the 12-inch water main. Given the proximity of the surfacing water to US-31 and the possibility that the leak is from a section of pipe within a casing beneath the roadway, staff evaluated repair and rehabilitation options. Excavation at this location would be highly invasive, create significant traffic impacts, and still provide no certainty that a localized repair clamp would fully resolve the issue.

As an interim measure, HBPW staff have been closely monitoring the location and developed a contingency plan to isolate the US-31 crossing by closing valves if the leak becomes unmanageable. This

option is not preferred, as the 12-inch main provides critical flow capacity; and isolating it would force additional demand onto the next closest crossing at 24th Street, which is only an 8-inch main.

After evaluating alternatives, staff determined that lining the water main is the most appropriate solution. The project will line approximately 630 linear feet of 12-inch water main in 16th Street 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.

Respectfully submitted,

David G. Koster
General Manager

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

Attachments:
2026-04-06 Advantage Reline PRIMUS Liner Proposal

Report prepared by: *Brian Richey, P.E. W/WW Services Engineering Supervisor*

March 30, 2026

CA License #1100505

Holland Board of Public Works
624 Hastings Ave, Holland, MI 49423

Bruce Carlstrom, P.E. (616) 355-1644
bcarlstrom@hollandbpw.com

RE US31 & E 16th St - Primus Liner 12-inch (650')

Advantage Reline Services (ARS) would like to thank you for the opportunity to provide a solution for the rehabilitation of your 12-inch cast iron water main. Primus is polyethylene lined and coated Kevlar, which makes is just about the same makeup of HDPE without the thick walls and fused joints. The Kevlar provides the tensile strength in the pipe, which also allows the pipe to expand and contact much better than HDPE. While vacuums and surges in pressure pipes are not ideal, Primus Line allows those events to happen without catastrophic failure of the pipe. Some other big Advantages with Primus compared to other pressure pipe rehab systems is that it can be pulled through 45-degree and 90-degree bends and can be pulled up the 6,000 feet in a single installation depending on pipe diameter. (Product Data in Attachment 1).

After discussing and review of the project, ARS has determined that the repair can be successfully completed utilizing our process. Below is a summary of the scope of work to be performed by ARS.

ITEMS TO BE COMPLETED OR PROVIDED BY ARS:

- Trained Contractors to access confined space as needed
- Mobilization of equipment and reline team
- Video and camera line pre-installation
- Clean and prep pipe for Primus installation
- Installation of Primus Pipe and Fittings

ITEMS NOT INCLUDED IN QUOTE BUT CAN BE PROVIDED:

- All permits for accessing or working at any of the locations
- Traffic control permits or anything beyond temporary traffic control
- Excavation, shoring, backfill or development of access pits
- Backfill compaction, asphalt, concrete or any finished work
- Hydrostatic testing or sanitizing
- Mechanical Flange Adapters
- Bonds
- Certified Payroll

THE MATERIAL PROPERTIES OF THE PRIMUS LINE SYSTEM INCLUDE THE FOLLOWING:

- Termination fittings are Class 150, manufactured by Primus Line
- No resin, or volatile organic compounds involved in installation
- C Factor of 150 and NSF 61 Approved Material
- 5 Year Warranty

PROPOSAL OF TASK AND COST

Mobilization of Crew & Equipment				
Cleaning & Hydrojetting			Customer to provide Combo truck	
Pre Installation Video				
Primus Liner,	Medium Pressure	12 inch pipe		650 feet
Primus Fittings,	Medium Pressure	12 inch		Qty 2
Freight FOB Germany	(including tariffs)			
Transport Reel / Packaging / Respooling				
Domestic Shipping				
Install Labor for Material & Fittings				
Performance / Payment Bonds				
Two (2) less fittings, 20 feet additional liner "credit" of $767.25				

Total Project Liner Feet: 650 **$ 227,771.61**

Optional: 12inch H-TEC Synoflex Flanged Coupling Adapter (OD 12.32in - 14.02in) - $1,830 EA

Pricing and scope of work is based on verbal discussions and general assessments. After Quote has been accepted, ARS can confirm scope of work and any additional items that may need to be added to complete this project. Material Deposit required once scheduling the job has been confirmed. Remaining balance due upon completion.

ARS would like to thank you for the opportunity to assist you with your pipe rehabilitation needs. We look forward to working with you.

BY: _____ DATE: _____

NAME: _____ TITLE: _____

Attachment 1
Primus Line Product Data

PRIMUS LINE Product Portfolio



	Primus Line® low pressure single-layer hybrid design						Primus Line® medium pressure single-layer Kevlar® design							Primus Line® high pressure double-layer Kevlar® design							
	OD	t	ID	burst	MOP water	weight water	OD	t	ID	burst	MOP water	weight water	MOP oil/gas	weight oil/gas	OD	t	ID	burst	MOP water	weight water	MOP oil/gas	weight oil/gas
	inch	inch	inch	psi	psi	lbs/ft	inch	inch	inch	psi	psi	lbs/ft	psi	lbs/ft	inch	inch	inch	psi	psi	lbs/ft	psi	lbs/ft
Primus Line® DN 150/6"	5,28	0,24	4,80	914	363	1,4	5,28	0,24	4,80	2030	812	1,5	508	1,6								
Primus Line® SD 150/6"SD	5,91	0,24	5,43	783	290	1,6	5,91	0,24	5,43	1740	696	1,6	435	1,8	6,30	0,31	5,67	2987	1189	2,2	740	2,4
Primus Line® DN 200/8"	7,17	0,24	6,69	682	261	1,9	7,17	0,24	6,69	1450	580	2,0	363	2,2	7,56	0,31	6,93	2509	1001	2,7	624	3,0
Primus Line® SD 203/8"SD	7,99	0,24	7,52	609	232	2,2	7,99	0,24	7,52	1218	479	2,3	305	2,5	-	-	-	-	-	-	-	-
Primus Line® DN 250/10"	9,33	0,24	8,86	551	218	2,6	9,33	0,24	8,86	1088	435	2,7	261	3,0	9,84	0,31	9,21	1856	740	3,6	464	3,9
Primus Line® SD 261/10"SD	10,28	0,24	9,80	435	174	2,8	10,28	0,24	9,80	928	363	2,9	232	3,3	-	-	-	-	-	-	-	-
Primus Line® DN 300/12"	11,18	0,24	10,71	435	174	3,1	11,18	0,24	10,71	928	363	3,2	232	3,6	11,57	0,31	10,94	1595	638	4,3	392	4,6
Primus Line® DN 350/14"	-	-	-	-	-	-	12,36	0,24	11,89	725	290	3,5	174	3,9	-	-	-	-	-	-	-	-
Primus Line® DN 400/16"	-	-	-	-	-	-	13,94	0,24	13,46	667	261	4,0	160	4,5	14,33	0,31	13,70	1189	464	5,4	290	5,9
Primus Line® DN 450/18"	-	-	-	-	-	-	16,06	0,24	15,59	580	232	4,7	145	5,2	-	-	-	-	-	-	-	-
Primus Line® DN 500/20"	-	-	-	-	-	-	17,87	0,24	17,40	580	232	5,2	145	5,8								

The information in this document is based on our current knowledge and experience. Unless specified through a standard, the tests were carried out using internal methods on in-house testing equipment. Tests using other methods or other test equipment might produce different results. As a result of our ongoing development work, we reserve the right to modify products and change the features of the products. The information provided in this document cannot be used to derive any legally binding assurance or warranty for certain properties or the suitability of the product for a specific application.

Primus Liner DN 150/6", DN 200/8", DN 250/10", DN 300/12" low pressure (water) on stock. Primus Liner DN 150/6", DN 200/8", DN 250/10", DN 300/12", DN 350/14", DN 400/16", DN 450/18", DN 500/20" medium pressure (water) on stock.

Remark: The indicated maximum operating pressure (MOP) includes safety factors and is valid for a straight course of the pipe without bends. Maximum operating pressure (MOP) in bends according to specification of the technical department of Rädlinger primus line GmbH.

©Raedlinger Primus Line, Inc. , 03/2017

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

To: **BPW Board of Directors**
Date: **2026-04-06**
Subject: **Engineering Agreement with Black & Veatch**

Operations Department

Introduction:

This recommendation is for an engineering services agreement with Black & Veatch to perform an assessment of the Water Reclamation Facility's anaerobic digestion system.

Recommendation:

Approve 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.

Description:

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 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.

Respectfully submitted,

David G. Koster
General Manager

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

Attachments:
2026-04-06 B&V Digester Assessment Agreement

Report prepared by: *Joel Davenport, Operations Director*

HOLLAND BOARD OF PUBLIC WORKS
ENGINEERING SERVICES CONTRACT

This Engineering Services Contract ("Contract" or "Agreement") 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 Black & Veatch Ltd of Michigan**,** a Michigan corporation, which has offices located at 3550 Green Ct, Ann Arbor MI 48105 ("Engineer").

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

Article 1-Scope of Services / Statement of Work

The Engineer shall perform the following services ("Work") described in the following exhibits:

Exhibit A: Black & Veatch's proposal dated _____

Article 2-Compensation

2.1) The Owner shall pay the Engineer the amount not-to-exceed _____, **($XXXXX.XX)** for services as identified in Article 1, which shall be billed in itemized billings to the Owner on a monthly basis based upon the hourly rates set forth in the Engineer's proposal (**Exhibit A**). Owner shall pay undisputed itemized billings of Engineer within thirty (30) days of the billing date. The final payment by the Owner to the Engineer shall not be paid until final completion of the Work and acceptance of the Work by the Owner.

2.2) All changes to the Work must be submitted to the HBPW Representative designated in Article 3 and approved in writing by the Owner.

2.3) No payments will be made to the Engineer until the Certificates of Insurance have been received by the Owner. If the insurance furnished by the Engineer expires or is cancelled during the term of the Contract, service 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 Engineer

3.1) The Engineer is responsible to report to Joel Davenport, Operations Director, of the Holland Board of Public Works (the "HBPW Representative"), and will cooperate and confer with him as necessary to insure satisfactory Work progress.

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

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

3.4) The Owner may review and inspect the Engineer's activities during the term of the Contract. Owner may audit and inspect Engineer's records and accounts covering reimbursable costs for a period of six months following the completion of Engineer's Work. The purpose of any such audit shall be only for verification of such costs. Engineer 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 Engineer will submit a final written report.

Article 4-Schedule for Performance

Owner and the Engineer shall agree on a schedule for the performance of the Work by the Engineer, which

schedule shall be completed and ready for final payment no later than _____.

Article 5-Standard of Performance

Engineer warrants that it shall perform the Work in accordance with the terms of this Contract and standards of care and diligence normally practiced by recognized engineering firms in performing work of a similar nature. If, during the latter of a three (3) year period following the earlier of completion or termination of the Work 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 Engineer's failure to meet such standards and/or failure to perform the Work in accordance with the terms of this Contract, and Owner has promptly notified Engineer in writing of any such error or omission within such periods, Engineer, at Engineer's cost, shall correct, re-perform, or re-do the Work as may be necessary to remedy such error or omissions.

Article 6-Conditions of Performance

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

6.2) All Work shall comply with applicable laws, ordinances, rules, regulations, standards of the Owner and its respective departments in effect on the date of this Contract.

6.3) Engineer acknowledges that it has made an independent investigation relative to the nature and difficulties of the Work to be performed.

6.4) Original drawings and specifications prepared for the Work are and shall remain the property of the Engineer; however the Work as a whole is the property of the Owner and the Engineer 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 Agreement, the drawings and specifications may be used by the Owner for other work provided Owner provides notice to Engineer. If the Owner subsequently uses the drawings and specifications of the Engineer 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 Engineer.

6.5) Engineer 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 7-Insurance and Indemnification

This Agreement is subject to the following provisions:

7.1) The Owner and the Engineer acknowledge that the Engineer is an independent contractor in all of the Engineer's activities and that in the course of such activities, at no time does the Engineer, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Engineer 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 Engineer, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Engineer. In the event any person shall undertake to hold the Owner liable for any willful misconduct or negligent performance of the Engineer, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Engineer, the Engineer expressly agrees to hold the Owner harmless of and from any such liability. The Engineer also agrees to save, indemnify, and hold harmless the Owner, its agents, officers, and employees from any claim, action, or liability caused, in whole or in part, by 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 Engineer agrees to purchase liability insurance in amounts specified in this Agreement, to insure against losses arising out of the negligent performance of the Engineer's services

and that of its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Engineer, 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 Engineer 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 Engineer or his respective sub-consultants or sub-Engineers, pursuant to MCL 691.991.

7.2) The Engineer shall, throughout the period of this Agreement, procure and maintain commercial general liability, automotive liability, excess liability and professional liability insurance covering any and all operations of the Engineer, its agents and employees with liability limits as set forth below; and require that any subcontractor comply fully with the provisions of this paragraph. The Engineer 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 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 workers' compensation and professional liability).** 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 Engineer 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 Engineer 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.** The insurance coverages provided by the Engineer shall be primary. In the event of a loss or claim by the Owner, the Engineer, 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 the following amounts:

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 Engineer uses a motor vehicle in the performance of the Work. Policies shall be written on a comprehensive form to include 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) Professional Liability:

Engineer shall maintain from the date of this Agreement through the term of this Agreement, and for a period of three (3) years after, a standard form of errors and omissions insurance with an insurance company reasonably satisfactory to the Owner. The errors and omissions insurance shall provide a "per claim" of One Million Dollars ($1,000,000) and

an aggregate of One Million Dollars ($1,000,000). In the event the Engineer shall change the insurer of its professional liability insurance within the term of this Contract or for a period of three (3) years thereafter, the Engineer shall maintain a retroactive endorsement date for such insurance which shall include the term of the Contract with the Owner.

Article 8-Successors and Assigns

This Contract is binding on the Owner and the Engineer their successors and assigns. Neither the Owner nor the Engineer 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 Engineer. In the event of termination by the Owner, the Engineer 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 Engineer indicating that the Contract will be terminated within fifteen (15) days unless Engineer makes corrective action or cures the default specified in the notice of default. Upon termination, the Owner may contract for substitute engineering services and the cost incurred by Owner for such substitute engineering services which is in excess of the amount that remains unpaid to the Engineer shall be paid by the Engineer upon demand by the Owner. Owner shall collect its reasonable costs and attorneys' fees to enforce the terms and conditions of this 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 Engineer through the date of termination of Work.

Neither party shall be responsible or held liable to the other party for special, indirect, incidental, punitive, exemplary or consequential damages, or for loss of profit, investment, product, use, goodwill, opportunity, or revenue, whether arising under breach of contract or warranty, tort, strict liability, indemnity, or any other theory of legal liability, provided, however, nothing stated in this sentence shall limit or otherwise affect the covenants and indemnities given by Engineer to Owner set forth in Section 7.1 of this Contract.

Article 10-Changes in Scope or Schedule of Services

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

Article 11-Extent of Contract

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

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

11.2.1) **This Contract pages 1 to 6.**

11.2.2) **Exhibit A: Black & Veatch's proposal dated _____**

11.2.3) **Certificate of Liability Insurance**

11.3) This Agreement shall be governed by the laws of the State 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.

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

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12.1) Execution of this Contract shall constitute a contract between the Engineer 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.

[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: _____, 2026

ENGINEER:

[_____]

By _____

Its _____

APPROVED AS TO FORM
CITY OF HOLLAND

By: _____
Vincent L. Duckworth
City Attorney

Dated: _____