

AGENDA for the Zeeland Board of Public Works
3:30 p.m. – Tuesday, June 9, 2026
Zeeland Board of Public Works
Water Warehouse Meeting Space
330 E. Washington Ave., Zeeland, MI 49464

1. Call Meeting to Order – Announcement of Quorum
2. Review and Approve Minutes of the May 12, 2026 Regular Meeting*
3. Public Comment
4. Safety Minute
5. Financial Reports*
 - A. Electric Utility Statement of Revenues and Expenditures
 - B. Water Utility Statement of Revenues and Expenditures
 - C. Cash Disbursements
 1. Electric
 2. Water
 - D. Summary of Cash Position and Recommended Cash Transfers
6. Department Reports, Project Updates, Bid Recommendations
 - A. Accounting, Finance & Customer Service
 1. Finance & Customer Service Department Report
 - B. Water
 1. Water Department Report
 2. Professional Services Recommendation: Dixon Engineering Remote Operated Vehicle Tank Inspections FY2027*
 3. Bid Recommendation: HSI Workplace Compliance Solutions EHS and Safety Platform Services*
 - C. Transmission & Distribution
 1. T&D Department Report
 2. Change Order: Fairview Substation 69kV Breaker Replacement*
 - D. Power Supply and Market Operations
 1. Power Production Department Report
 2. Change Order: BPW Building Remodel Project – Landscaping and Irrigation Installation*
 3. Informational – Integrated Resource Plan Report (Report to be provided in June 11 meeting packet.)
7. Other Business
 - A. Bid Recommendation: SCADA Switch Replacements*
 - B. Approve 2026 Community Grant Award(s)*
 - C. Informational – The Bridge Youth Center: Bridging Generations Community Grant Deferral Request
 - D. Informational – MPIA Spring 2026 Board Meeting Update
 - E. Thank You
 - F. Upcoming Events
8. Adjourn
9. * denotes Board Action requested

Regular Meeting
Board of Public Works
Water Warehouse
May 12, 2026

The regular meeting of the Board of Public Works Commission was held at the BPW Water Warehouse, 330 E. Washington, Tuesday, May 12, 2026. Chairperson Boerman called the meeting to order at 3:30 p.m.

PRESENT: Commissioners – Chairperson Boerman, Vice Chair Cooney, Query, VanAst

ABSENT: Commissioners – Walters

Staff Present: BPW General Manager Boatright; Power Supply & Market Operations Manager/Utilities Manager Designee Mulder; Water Operations Manager Postma, Electrical Transmission & Distribution Manager Coots, City of Zeeland ACM/Finance Director Plockmeyer, City of Zeeland Clerk DeVerney

Guests: Power Plant Employee Josh Mulder, Lakeshore Advantage Director of Business Retention & Attraction Ryan Ferrier

Motion was made by Commissioner Cooney and seconded by Commissioner Query to approve the minutes of April 14, 2026, Regular Meeting. Motion carried. All voting aye.

Public Comment

None.

Safety Minute

Don't overload your home caused by electrical failure or malfunction.

Lakeshore Advantage Update

Ryan Ferrier, Director of Business Retention & Attraction, gave an update on Lakeshore Advantage's Core Focus which includes the following:

- Grow – Includes primary employer retention, attraction, expansion assistance
- Plan – Includes entrepreneurial development & startup support
- Solve – Includes Strategic Initiatives & Long-Term Planning

Board members encouraged Lakeshore Advantage to communicate with the Career Line Tech Center future engineers as the pool for engineers is getting slim.

26.029 Approve Cash Disbursements and Recommended Cash Transfers

Motion was made by Commissioner Query and seconded by Commissioner VanAst to approve the March 2026 cash disbursements and the regular monthly transfers for the month of February 2026 as follows:

Cash and Investments as of: March 31, 2026

	<u>Electric</u>	<u>Water</u>
Receiving	\$ 4,122,358	\$ 533,043
Accumulated Debt Service (In Receiving Fund)	-	-
Plant Improvements and Contingencies	12,631,784	12,166,419
Bond and Interest Payment Reserve*	-	-
Totals	\$ 16,754,142	\$ 12,699,462

*Reserve required per electric and water revenue bond ordinances.

Recommended Transfers for the Month:

March-26

	<u>Electric</u>	<u>Water</u>
Receiving	(380,045)	(60,900)
Accumulated Debt Service	-	-
Plant Improvements and Contingency	322,400	60,900
General Fund (per charter provision)	57,645	-

Notes on Recommended Transfers:

1. The annual operating transfer for FY 25-26 from the Electric Fund to the General Fund is a combination of 1% of net fixed assets as of June 30, 2024, and 1% of gross sales, less sales tax, for the year ended June 30, 2024, less any franchise payments. The annual operating transfer is divided into twelve monthly payments.
2. Assumed carrying amounts (minimum) in Receiving accounts are established at approximately 10% of budgeted operating expenses, before depreciation.

Electric = 10% of \$ 37,423,451 or approximately \$ 3,742,345

Water = 10% of \$ 4,721,757 or approximately \$ 472,176

3. Further surpluses of \$322,400 in the Electric Fund and \$60,900 in the Water Fund are recommended for transfer to the Plant Improvements and Contingencies Reserve.

Motion carried. All voting aye.

Accounting, Finance & Customer Service Report

ACM/Finance Director Plockmeyer updated the Board on current operations status, activities and projects which include:

March 2026 Customer Metrics

- Overdue/Disconnect Notices = 217
- Active Accounts = 8,018
- Total Bills Sent = 8,087
- Paperless Bills = 2,818
- Pre-Authorized Payment Customers = 2,231
- Invoice Cloud = 3,116
 - Credit Card = 2,332
 - EFT = 784

February 2026 Customer Metrics

- Overdue/Disconnect Notices = 223
- Active Accounts = 8,002
- Total Bills Sent = 8,034
- Paperless Bills = 2,783
- Pre-Authorized Payment Customers = 2,258
- Invoice Cloud = 3,132
 - Credit Card = 2,351
 - EFT = 781

C&I Electric Meter Read Dates – We are continuing to move our C&I meters to an end of month billing date. We are hoping to have all the customers transitioned by the end of the month of May.

MPIA Insurance Renewals – We are continuing to work with Ken Bush on our 2027 Insurance Renewals through MPIA. As we have previously discussed with the Board, we are working with Ken to make sure we have the proper coverages for both the BPW and City recognizing that our structure is a bit different than that of Grand Haven Board of Light and Power.

Sprypoint – We are continuing to work through a few outstanding issues with the Sprypoint system, but overall, we feel that the transition has been a success. During the month of June, we will start to develop the backup for the monthly billing process as we only have one person on staff that can perform the billing functions for the organization. We feel that this is a vulnerability and we were waiting until we felt confident in the Sprypoint system before developing this internal backup. UFS is still working through the Electric Budget but, at first glance, did not identify any red flags. We will continue to update the Board on any future feedback from UFS.

Water Department Report

Water Operations Manager Postma updated the Board on activities, current operations status, and projects which include:

- Meter replacement program
- Galvanized Service Line Replacement Program
- Other work projects
- Water Administration Projects

Transmission & Distribution Department Projects Update

Electrical Transmission & Distribution Manager Coots updated the Board on current activities including:

- City of Zeeland CWP Transformer Replacement
- Fairview Circuit Breaker Replacement
- City Undergrounding Projects
- Residential Subdivision Projects
- Outage Statistics

26.030 American Public Power Association DEED Grant Award – GIS Intern

Staff recommended that the \$4,000 plus up to \$1,000 in travel funds, to attend an applicable conference grant offered by the American Public Power Association's (APPA) Demonstration of Energy & Efficiency Developments (DEED) program, be accepted by the Board which it was. All voting aye.

Power Production and Buildings & Grounds Department Report

Power Supply & Market Operations Manager/Utilities Manager Designee Mulder updated the Board on activities, current operations status, and projects which include:

- Operations & Power Supply – March 2026
- Renewable Energy Credits (RECS): March 2026
- Projects & Department Updates
 - o Integrated Resource Plan (IRP) Update & Stakeholder Engagement Project
 - o MPPA BTMG Initiative
 - o Power Plant Natural Gas Main Replacement Project
 - o New Electric System Operator
 - o Seasonal Buildings & Grounds Staff
 - o Other Project – Capital Improvement Projects & Initiatives
- Buildings & Grounds
 - o BPW Office Remodel & Expansion Project
 - o General Facilities Work

26.031 Power Plant Units 9 & 10 Motor Control Center Replacement Project

The proposed project consists of replacing the Motor Control Centers (MCCs) for Units 9 and 10. The MCCs were installed with each generating unit, in 1971 for Unit 9 and 1974 for Unit 10. Replacement parts for these MCCs are becoming difficult to source, and the existing equipment does not provide the same level of safety

as modern gear. The proposed project includes replacement of the MCCs for both Units 9 and 10 in FY2027, whereas our CIP budget plan anticipated completing engineering in FY2026, Unit 9 in FY2027, Unit 10 in FY2028, and Unit 11 in FY2030. After meeting with contractors and discussing the project internally, staff determined that extensive engineering was not required, as this is primarily a like-for-kind replacement. Based on the bids received and the interconnected nature of Units 9 & 10, staff believe it is prudent to combine that work into a single project to avoid material cost escalation. There is presently less urgency regarding Unit 11 as it is the newest and upgrading the MCCs for Units 9 and 10 will provide an assortment of spare parts.

Description:

The scope of work includes removal and disposal of the existing MCCs, installation of the new MCCs, reconnection of the wiring for each motor controller, and replacement of the power distribution panel mounted adjacent to Unit 9 MCC. The incoming power for MCC 9 and 10 are presently connected to a common bus, so shutting down one MCC impacts both. Staff would like to install a main breaker in each MCC so that each generating unit can be independently isolated for maintenance activities. A quote to replace Unit 11 MCC was also requested for future planning purposes.

Bidder Name	Quote	Meets Specification	Comments
Parkway Electric	Unit 9: \$105,257 Unit 10: \$61,860 TOTAL: \$174,685 Factory startup included	Yes	Factory startup services included in price. Unit 11: \$88,555 will have a 15-30% increase if done later due to expected material cost increases.
Polarity Electric	Unit 9: \$94,785 Unit 10: \$58,270 TOTAL: \$153,055 Factory startup <i>NOT</i> included Est. \$168,975 w/ factory startup	Yes	Factory startup services quoted as optional \$23,880 for 3 MCCs (estimated at \$7,960 per MCC). Unit 11: \$77,115 will have a 13-26% increase if done later due to expected material cost increases. RECOMMENDATION
Town & Country Electric	No Bid		

Staff do not believe the additional cost for factory startup services (*estimated at \$7,960 per MCC*) is necessary based on the simplicity of the equipment, hard-wired NEMA motor starters. Staff recommend deferring that optional service to reduce costs.

Motion was made by Commissioner Cooney and seconded by Commissioner VanAst to approve awarding a contract totaling \$153,055.00 to Polarity Electric for the material and labor associated with the replacement of the two (2) Motor Control Centers serving Units 9 and 10, including the addition of a main breaker in each MCC and replacement of the power distribution panel adjacent to Unit 9 MCC. Staff further request including a contingency allowance of \$15,000 (approximately 10%), resulting in a total project budget of \$168.055.00.

Furthermore, staff recommend that a budget amendment of \$83,055.00 be made to the FY2027 CIP budget, increasing the total to \$168,055.00 to allow both MCC replacements to be completed concurrently rather than separately as outlined in the current six-year CIP plan. The requested budget remains below the combined total of \$185,000.00 previously budgeted for this scope of work stretching across FY2026 (\$25,000.00), FY2027 (\$85,000.00), and FY2028 (\$75,000.00).

As part of the BPW Office expansion and remodel project, staff identified the need to replace the seven (7) overhead garage doors that provide access to the warehouse truck bays, as the lower panels are exhibiting various levels of corrosion. Staff originally included funding for this expenditure during preparation of the project budget; however, it was removed from the final project scope because the need was not considered urgent. Staff anticipated that, if the overall project remained within or below budget, this expense could later be funded through a portion of the project contingency. As construction nears completion, staff anticipate the project will finish within budget, which is why this is being pursued at this time.

Quotes were requested from local commercial overhead door contractors, the results are summarized below.

Bidder	Bid Specifications	Bidder Location	Bid Amount	Notes
Compaan Door & Operator	Material & Installation for (7) Insulated Overhead Doors & Windows Removal & Disposal	Holland, MI	\$28,033.00	Recommendation Low Bidder Meets Requirements
Overhead Door Company of Grand Rapids	Material & Installation for (7) Insulated Overhead Doors with Windows Removal & Disposal	Grand Rapids, MI	\$46,090.78	Meets Requirements

As shown in the table above, the low bidder was Compaan Door and Operator of Holland. Although both proposals met the project requirements; the price spread was significant (\$18,057.78). Compaan Door previously furnished and installed the overhead doors at the BPW's North Warehouse, and the proposed doors are the same make and series. Staff are satisfied with the appearance and performance of those doors.

The approved project budget is \$2,750,000, which includes \$240,035 in contingency. Based on current projections, staff anticipate that approximately \$100,000 of that contingency will be expended on the project including the \$28,033 cost to replace the (7) overhead doors, resulting in an overall project cost of \$2,610,000.

Motion was made by Commissioner Query and seconded by Commissioner Cooney to approve awarding a contract in the amount of \$28,033.00 to Compaan Door and Operator for labor, material, replacement, and disposal of the seven (7) existing overhead garage doors located at the BPW Administrative Office warehouse truck bays. All voting aye.

If approved, this expenditure will be allocated against the BPW Administrative Office Expansion & Renovation project contingency, consistent with the approved amended project budget, and allocated on a 75%/25% basis between the Electric and Water Departments. No additional budget amendments are requested at this time.

Other BPW Business

On April 16, 2026, the Personnel Committee unanimously recommended that the City approve the proposed FY 26/27 wage scales (salary ranges) and the implementation plan associated with the wage scales. These plans were subsequently presented to City Council for information at their April 20, 2026, work/study session.

At Monday's meeting, staff requested that City Council approve the FY 26/27 wage scales and the wage implementation plan outlined.

As a reminder, for FY 26–27 we performed an internal wage survey and assessment for each non-union job title. Market data was gathered from local, regional, and statewide municipalities, utilities, and similar private-sector organizations. This data established updated midpoints for each position, ensuring that the City's wage scales remain fair, competitive, and aligned with the labor market.

Survey Results

- Movement from current FY 25–26 midpoints ranged from -30% to +24%.
- For midpoints lower than current FY 25–26 rates, no changes are recommended.
- For midpoints that increased, corresponding wage scale adjustments are recommended.
- A revised wage progression grid, removing the 3% across-the-board increase, is also recommended.

To ensure adjustments to wages in FY 26/27 are applied consistently, we propose the following implementation approach (per employee).

1. When applicable, a team member's wage will increase by the greater of:
 - (a) the percent increase in their wage scale midpoint, or
 - (b) the calculated wage-scale penetration point (based on twenty years of service).

As in 2022, this movement is capped at 1% per year of service in the current position.

2. A performance adjustment will be applied (if eligible) according to the updated wage progression grid as of July 1, 2026.
3. For team members with at least one year of service in their current position who, after applying adjustments #1 and #2, would receive less than a 3% increase, a retention adjustment of 2%–3% will be provided (unless performance is unacceptable):
 - (a) Team members above the maximum of their pay scale will receive a one-time payment equal to 2% of base salary after July 1, 2026. This payment will not be added to base wages.
 - (b) Team members whose pay falls within their pay scale will receive a 3% increase to base wages.
4. Any retention adjustment above 3% follows the Management Discretionary Policy.

The applicable provisions of the City's Salary Increase Plan (Appendix C of the Employee Handbook) for adjustments outlined in #3 and #4 above states *"for team members Special compensation exceptions may occur based on exceptional performance over an extended period of service, a high desire of management to retain the employee, possession of special certifications and/or qualifications beyond the requirements of the position that are of value to the City, or a limited availability of workers in the appropriate labor market possessing the necessary skills and abilities for the position."* *"Advancement of an employee above the increases listed in the updated annual wage increase chart would be at the discretion of the City Manager or BPW General Manager. The total dollars available for these purposes in a given fiscal year would be determined by the Personnel Committee and approved by the BPW Board and/or by the City Council during the budget approval process."* The dollar amounts projected under provisions #3 and #4 of this implementation approach are estimated at \$40,500 for the city and \$12,500 for the BPW and they have been included in the FY 26/27 budget.

If the recommended implementation plan is approved, it will result in projected overall wage increases (for existing team members) reflecting both wage scale adjustments and performance adjustments—of roughly 5% for FY 26–27. A summary of the combined changes from the previous fiscal year for existing employees are attached. This percentage increase amount generates projected dollar amounts that are within the overall wage budgets (including proposed new positions) in the FY 26/27 budget.

Consistent with the recommendation of the Personnel Committee, city leadership recommends that City Council moves to approve the FY 26–27 wage scale and the wage implementation plan outlined above to ensure that employees serving the City of Zeeland are compensated fairly and competitively.

Motion was made by Commissioner Query and seconded by Commissioner VanAst to approve Fiscal Year 2026-2027 Wage Scales and Wage Implementation Plan as presented. All voting aye.

Informational – 2026 Community Grant Applications

Board members were presented with a Community Grant Overview for 2026. The Board was reminded that the grant is up to \$25,000. They will review and discuss at a future meeting.

Informational Memo: BPW IRP and MPPA Behind-The-Meter Generation Project Update

The following provides a summary of the BPW's ongoing initiative to evaluate our long-term power supply portfolio planning and the future of on-system generation.

BPW Integrated Resource Plan (IRP) Update Over the past year, the Zeeland Board of Public Works (BPW) has engaged nFront Consulting to update the power supply portion of our Integrated Resource Plan (IRP) and facilitate a stakeholder engagement process. The purpose of the IRP was to evaluate resource options that most effectively meet customer needs while balancing critical objectives, including system reliability, economics, regulatory compliance, and responsible implementation of sustainability initiatives. The culmination of these efforts is summarized in nFront's final report, which was recently received by staff and is presently under review. As anticipated, the IRP identified the need for additional capacity in the coming years due to anticipated economic load growth and customer expansions, increasing from 30 MW in 2030 to as much as 125 MW by 2050 with the anticipated retirements of existing generation resources. While those findings were not unexpected, determining the most effective strategy for addressing these open capacity positions remains paramount.

nFront's evaluation provided the following general conclusions and near-term actions:

- Zeeland's open capacity positions provide flexibility to shift strategy as economics and policies evolve.
- Participation in larger, shared thermal generating resources is the key driver of economic value.
 - Prioritize participation in these resources as early as possible
 - Make near-term decisions that preserve future ability to participate
 - The IRP modeled a scenario whereby participation is not available until 2035, as anticipated.
- Reliance **exclusively** on local generation is consistently identified as the higher cost portfolio strategy.
 - Local generation provides the greatest level of local control, but results in the highest overall system costs and is less responsive to changes in load growth and other future conditions.
- Power supply portfolios designed to fully meet the renewable and clean-energy requirements of PA235 result in an estimated 30-40% increased cost over the 2026-2050 study period.
- Delaying aggressive implementation of PA235 may provide the lowest incremental cost exposure, particularly given the uncertainty of its future implementation.

Staff intend to release the final report on or before June 5, 2026, and are planning a special meeting in mid-June of the BPW Board and City Council for staff and nFront to present the report and facilitate a discussion regarding the findings and next steps.

In addition to these efforts, BPW staff have already initiated a preliminary environmental assessment of several sites, kicked off a generation interconnection study, and have discussed fuel supply and the necessary infrastructure upgrade costs with SEMCO, our natural gas local distribution company (LDC).

MPPA Behind-The-Meter Generation Project Update The Michigan Public Power Agency (MPPA) strategic behind-the-meter generation (BTMG) initiative has been in process for over a year and has been discussed at prior Board meetings and as part of the BPW's IRP update initiative. Zeeland has been actively participating in these discussions as a potential project participant, and host site should this endeavor move forward. MPPA's power supply planning models forecast a capacity shortfall in the

amount of power supply resources required to meet customer demand beginning in 2030. This coincides with Zeeland's open capacity position, but is true for MPPA Members as a whole, with an estimated 215MW of capacity that must be filled by 2035. Historically, MPPA has been able to purchase capacity from other power supply resource owners, but as load grows and power supply resources are retired, purchasing capacity has become increasingly difficult and costly. Michigan law requires that electric utilities, including MPPA on behalf of its members, submit an annual compliance filing with the State demonstrating that sufficient power supply resources have been secured to meet the projected needs of its customers' four years into the future. With new power supply resources requiring 3-5 years to study, procure, permit, finance, deliver, and construct, MPPA must execute a decision to develop new power supply resources by the first quarter of 2027 in order to have resources built and operational by 2030.

MPPA believes that new power supply resources that provide high levels of reliability, such as natural gas fired generation and battery storage, are necessary to meet resource adequacy needs in 2030. As part of MPPA's strategic plan, a multi-year, phased strategic objective was established to explore and potentially develop power supply resources located in Member communities. MPPA endeavors to achieve lower costs and reduced financial risk by researching, planning, financing, and building projects collectively across multiple Member communities. MPPA has focused on siting resources in Member communities due to the following:

- **Resiliency:** Local resources improve Member's abilities to recover from unexpected events (i.e. outages)
- **Local Control:** Siting and operating power supply resources is challenging; executing those at the local level provide a host of advantages
- **Interconnection:** Connecting power supply to the transmission system is expensive, complex, and time consuming. Connecting to Member utilities systems as a behind-the-meter resource is far easier, less expensive, and much faster.
- **Execution Speed:** Coordinating development of a local power supply resource with local community stakeholders significantly reduce the timeline to build.
- **Cost:** Municipal electric utilities have lower costs compared to large investor-owned utilities. Locating resources in Member communities enable those utilities to fully leverage cost advantages.

An overview of MPPA's timeline for this initiative is as follows:

- **2025 (Completed):** Initial feasibility review of potential sites in interested Member communities
- **2026 (Phase 2):** Evaluate technologies and providers/developers; model site-specific costs, engage Member governing bodies
- **2027 (Phase 3, if approved):** Contracting, permitting, financing, and detailed development
- **2028-2029 (Phase 4, if approved):** Infrastructure upgrades and construction; resources are built and operational by 2030.

The next steps for Zeeland and other Members that have been identified as potential host communities are:

1. **Mid-2026:** Provide directional input (non-binding), on whether MPPA should continue advancing Phase 2 work for a local resource in our community
2. **End-2026 / Q1 2027:** Review MPPA's formal recommendations and determine whether moving forward with building a local power supply resource is in the best interest of our community.

Discussion Items

As BPW evaluates the challenges and opportunities associated with future resource planning, staff would like to initiate a conversation with the Board regarding the importance of on-system generation to the community, as well as the various ownership models that exist to facilitate that. Zeeland's electric load continues to grow and is forecasted to do so for years to come, and we have legacy assets that will also reach retirement during that time. While Zeeland is one of the few MPPA members with the capability to independently develop and operate onsystem generation, doing so exclusively at the local level to cover our entire needs poses concentration risk and would likely result in higher long-term ownership and operating costs as identified in the IRP.

With regards to ownership structure, three distinct ownership models are apparent although variations may be possible: locally owned (Zeeland), jointly owned, and MPPA-owned. A summary of these models is presented below.

Locally / Member-Owned

Zeeland would be the sole owner and off taker of the local generation project. Under this model, Zeeland would assume all costs and receive all associated benefits from the project and have full control for local reliability and distribution / transmission system planning needs. Zeeland would finance the resource, carry all associated debt, and be solely responsible for operating and maintaining the resource long-term. This approach is consistent with how Zeeland BPW operates its local generation portfolio today, where the utility owns, operates, and maintains generation assets located within the community to support reliability and peak demand needs. While this provides greater local control, it also creates increased risk compared to a jointly owned project as a greater concentration of generation assets would be located on our system.

Joint Ownership (i.e. Tenants in Common)

MPPA and Zeeland would each own a portion of a local generation project; Zeeland would own a percentage share of the host project and MPPA would own the remaining share. Under this model, Zeeland would receive the costs and benefits associated with our share of the project, while retaining control of the entire generation project for local reliability and distribution / transmission system planning needs. MPPA and Zeeland would collaborate regarding who performs operations and maintenance, or contract directly with a vendor for those services. Under this model, both MPPA and Zeeland would each issue debt for our percentage shares of the project, which would likely result in higher borrowing costs than an MPPA owned asset. This model would also create additional administrative complexity compared to a member-owned or MPPA-owned asset, resulting in higher administrative costs for both parties. Like a locally owned project, this model creates additional concentration risk compared to an MPPA-owned project, as a larger portion of BPW's capacity would come from a single local generation project. Variations of this ownership model are possible, including increased separation between Zeeland and MPPA-owned assets.

MPPA-Owned

MPPA would own and finance the local generation project sited in Zeeland, along with several similar projects sited in other Member communities. Under this model, all participating generation projects would be aggregated into a master MPPA asset project. All participating Members would have an entitlement offtake percentage from the project, receiving that offtake from all local generation projects. Under this model, Zeeland would have control of the generation project for local reliability and distribution & transmission system planning needs, although we would not directly own the facility. MPPA would be responsible for operations and maintenance, although the specific implementation details need to be determined. MPPA would finance the resource and carry all associated debt, likely enabling lower-cost financing than the other models. This model also creates reduced concentration risk, as multiple MPPA members will be participating in a host member project, enabling a larger project to be built than Zeeland might otherwise build on our own. A variation to this ownership structure might include a host participant receiving a larger portion of their project offtake from the local project built in their community, although that increases concentration risk and complicates the joint-ownership structure.

Key discussion topics include the advantages and disadvantages of these ownership models and the importance to the community of directly owning versus having the right to operate on-system generation.

Upcoming Events

- Next Regular ZBPW Board Meeting, Tuesday, June 9, 2026, 3:30 p.m., Water Warehouse Meeting Space, 330 E. Washington Ave, Zeeland
- MPPA Stakeholders Meeting, Thursday, May 14, 12:00 noon to 6:30 p.m., Frederik Meijer Gardens
- MPPA Spring Board of Directors Meeting, Wednesday, May 20, 1:00 p.m., Grand Haven Board of Light and Power, 1700 Eaton Dr, Grand Haven
- Joint meeting with ZBPW Board and City Council, June 11, 2026, 6:00 p.m., Howard Miller Library

Motion was made and supported that the regular meeting adjourned at 6:43 p.m. Motion carried. All voting aye.

Kristi DeVerney, City Clerk

DRAFT



SUMMER SAFETY

Everyone. Every Day.



STAY HYDRATED

Drink water and take breaks in the shade.



BE ALERT

Slow down in work zones and watch for others.



BE AWARE

Look out for utility equipment and overhead lines.



STAY PROTECTED

Use sunscreen, wear a hat, and dress for the heat.



LOOK OUT FOR EACH OTHER

A little awareness can prevent serious harm.



Safety is a shared responsibility.

Thank you for helping keep our community safe.



ZEELAND
Board of Public Works



Summer brings increased outdoor activity, travel, construction projects, and community events. As a public utility, safety extends beyond our employees to the residents, contractors, and visitors who interact with our infrastructure every day.

This season serves as a reminder that small actions—paying attention to work zones, practicing safe driving, staying hydrated during hot weather, and remaining aware of electrical and utility hazards—can prevent injuries and save lives. Safety is most effective when it becomes a shared responsibility embraced by employees, community members, and leadership alike.

By maintaining a strong culture of safety and awareness, we help ensure the well-being of our workforce and the community we serve.

Source: National Safety Council (NSC) Summer Safety Resources, adapted for Zeeland Board of Public Works.

Zeeland Board of Public Works
Statement of Revenue & Expenses
Electric Utility Fund
April 2026

GL NUMBER	ACTIVITY FOR MONTH 4/30/2026	ACTIVITY % OF OPERATING REVENUE	April 2026 BUDGET	BUDGET % OF OPERATING REVENUE	COST AS BUDGET % OF ACTUAL REVENUE	DELTA F/(U)	YTD BALANCE 4/30/2026	2025-26 AMENDED BUDGET	2025-26 REMAINING BUDGET	PRIOR YEAR YTD BALANCE 4/30/2025		
Fund 582 - ELECTRIC UTILITY FUND												
	CHARGES FOR SERVICE		3,403,595.55				2,981,412.72		32,546,749.23	38,769,996.34	6,223,247.11	31,609,145.09
	OTHER REVENUE		10,285.29				6,180.45		71,661.48	80,370.00	8,708.52	63,476.38
TOTAL OPERATING REVENUES			3,413,880.84				2,987,593.17		32,618,410.71	38,850,366.34	6,231,955.63	31,672,621.47
240 - CONTINGENCIES	0.00	0.00%	13,008.17	0.44%	\$ 14,864.26	\$ 14,864.26	0.00	169,157.00	169,157.00	0.00		
252 - FRINGE BENEFITS	0.00	0.00%	115.35	0.00%	\$ 131.81	\$ 131.81	1,280.87	1,500.00	219.13	0.00		
536 - POWER PRODUCTION	86,429.03	2.53%	100,241.15	3.36%	\$ 114,544.16	\$ 28,115.13	953,531.41	1,303,526.00	349,994.59	880,268.07		
537 - INTERCHANGE POWER	1,877,380.04	54.99%	1,992,338.73	66.69%	\$ 2,276,617.55	\$ 399,237.51	20,974,401.47	25,908,176.00	4,933,774.53	21,737,640.84		
539 - TRANSMISSION	334,366.91	9.79%	334,579.90	11.20%	\$ 382,319.77	\$ 47,952.86	3,075,686.10	4,350,844.00	1,275,157.90	2,780,275.17		
540 - UTILITY LINES	185,735.15	5.44%	149,115.50	4.99%	\$ 170,392.19	\$ (15,342.96)	1,485,872.76	1,939,083.23	453,210.47	1,451,834.55		
542 - STREET LIGHTING & SIGNALS	1,946.19	0.06%	475.68	0.02%	\$ 543.55	\$ (1,402.64)	9,054.67	6,185.67	(2,869.00)	15,594.43		
543 - METERS	1,580.55	0.05%	3,341.64	0.11%	\$ 3,818.44	\$ 2,237.89	11,267.67	43,454.30	32,186.63	14,656.73		
545 - SUBSTATIONS	4,846.25	0.14%	16,936.60	0.57%	\$ 19,353.21	\$ 14,506.96	198,372.20	220,241.85	21,869.65	139,537.85		
546 - ACCOUNTING	26,282.59	0.77%	30,138.05	1.01%	\$ 34,438.33	\$ 8,155.74	254,354.32	391,912.23	137,557.91	229,351.68		
547 - ADMINISTRATION	107,378.00	3.15%	133,385.35	4.46%	\$ 152,417.58	\$ 45,039.58	1,465,152.70	1,734,529.97	269,377.27	1,199,871.05		
551 - CLEAN ENERGY PROGRAM	25,407.98	0.74%	34,605.00	1.16%	\$ 39,542.65	\$ 14,134.67	422,026.79	450,000.00	27,973.21	270,672.62		
571 - BUILDINGS & GROUNDS	18,480.85	0.54%	26,866.64	0.90%	\$ 30,700.13	\$ 12,219.28	209,432.78	349,371.10	139,938.32	220,471.07		
572 - INSURANCE & BONDS	35,307.15	1.03%	38,870.64	1.30%	\$ 44,416.94	\$ 9,109.79	353,071.50	505,470.00	152,398.50	391,251.52		
576 - CAPITAL CONTRIBUTIONS	0.00	0.00%	3,845.00	0.13%	\$ 4,393.63	\$ 4,393.63	0.00	50,000.00	50,000.00	0.00		
TOTAL OPERATING EXPENDITURES			2,705,140.69	79.24%	2,877,863.41	96.33%	\$ 3,288,494.18	\$ 583,353.49	29,413,505.24	37,423,451.35	8,009,946.11	29,331,425.58
Fund 582 - ELECTRIC UTILITY FUND:												
NET OF OPERATING REVENUES & EXPENDITURES			708,740.15				109,729.76		3,204,905.47	1,426,914.99	(1,777,990.48)	2,341,195.89
NON-OPERATING REVENUES												
	Equity Adjustment in MPIA		20,105.08				76,900.00		3,098,292.01	1,000,000.00	(2,098,292.01)	1,140,918.14
	Equity Adjustment in MPPA		3,552.96				7,690.00		93,224.96	100,000.00	6,775.04	270,123.64
	Interest Earnings - Imp & Add		60,673.52				15,380.00		490,222.80	200,000.00	(290,222.80)	354,816.05
	Sale of Fixed Assets		0.00				2,307.00		12,000.00	30,000.00	18,000.00	251,500.00
	Capital Contributions		0.00				3,845.00		64,062.64	50,000.00	(14,062.64)	27,003.06
TOTAL REVENUES			3,498,212.40		3,093,715.17				36,376,213.12	40,230,366.34	3,854,153.22	33,716,982.36
NON-OPERATING EXPENSES												
	550 - DEPRECIATION		239,276.64	7.01%	\$ 225,158.28	\$ 7.54%	257,285.21	18,008.57	2,392,766.41	2,927,936.00	535,169.59	2,087,667.40
	965 - TRANSFERS OUT		57,644.50	1.69%	\$ 53,194.34	\$ 1.78%	60,784.43	3,139.93	576,445.00	691,734.00	115,289.00	537,894.20
TOTAL EXPENDITURES			3,002,061.83		3,156,216.03				32,382,716.65	41,043,121.35	8,660,404.70	31,956,987.18
NET OF REVENUES & EXPENDITURES			496,150.57		(62,500.86)				3,993,496.47	(812,755.01)	(4,806,251.48)	1,759,995.18

Zeeland Board of Public Works
Statement of Revenue & Expenses
Water Utility Fund
April 2026

GL NUMBER	ACTIVITY FOR MONTH 4/30/2026	ACTIVITY % OF OPERATING REVENUE	April 2026 BUDGET	BUDGET % OF OPERATING REVENUE	COST AS BUDGET % OF ACTUAL REVENUE	DELTA F/(U)	YTD BALANCE 4/30/2026	2025-26 AMENDED BUDGET	2025-26 REMAINING BUDGET	PRIOR YEAR YTD BALANCE 4/30/2025
Fund 591 - WATER UTILITY FUND										
	CHARGES FOR SERVICE		411,250.23				4,714,050.21	5,808,619.00	1,094,568.79	4,381,364.58
	OTHER REVENUE		1,474.41				1,503,089.07	20,825.00	(1,482,264.07)	30,990.85
	TOTAL OPERATING REVENUES		412,724.64				6,217,139.28	5,829,444.00	(387,695.28)	4,412,355.43
240 - CONTINGENCIES	0.00	0.00%	730.43	0.18%	\$ 806.58	\$ 806.58	0.00	10,130.78	10,130.78	0.00
252 - FRINGE BENEFITS	0.00	0.00%	72.10	0.02%	\$ 79.62	\$ 79.62	301.38	1,000.00	698.62	0.00
534 - SOURCE OF SUPPLY	211,517.62	46.41%	184,447.09	44.69%	\$ 203,675.87	\$ (7,841.75)	2,158,270.25	2,558,212.00	399,941.75	2,008,302.00
535 - PUMPING	28,960.19	6.35%	34,593.79	8.38%	\$ 38,200.23	\$ 9,240.04	338,561.02	479,802.94	141,241.92	353,722.66
538 - TRANSMISSION	31,391.07	6.89%	32,459.83	7.86%	\$ 35,843.80	\$ 4,452.73	255,995.55	450,205.73	194,210.18	249,893.63
546 - ACCOUNTING	12,320.62	2.70%	13,943.59	3.38%	\$ 15,397.23	\$ 3,076.61	129,377.69	193,392.41	64,014.72	123,312.46
547 - ADMINISTRATION	51,484.71	11.30%	50,908.29	12.33%	\$ 56,215.53	\$ 4,730.82	498,739.83	706,078.93	207,339.10	525,308.57
571 - BUILDINGS & GROUNDS	7,478.77	1.64%	10,413.71	2.52%	\$ 11,499.35	\$ 4,020.58	75,891.27	144,434.22	68,542.95	89,567.27
572 - INSURANCE & BONDS	11,769.05	2.58%	12,148.85	2.94%	\$ 13,415.38	\$ 1,646.33	117,690.50	168,500.00	50,809.50	130,423.40
576 - CAPITAL CONTRIBUTIONS	0.00	0.00%	721.00	0.17%	\$ 796.16	\$ 796.16	0.00	10,000.00	10,000.00	0.00
TOTAL OPERATING EXPENDITURES	354,922.03	77.88%	340,438.68	82.49%	\$ 375,929.74	\$ 21,007.71	3,574,827.49	4,721,757.01	1,146,929.52	3,480,529.99
Fund 591 - WATER UTILITY FUND:										
NET OF REVENUES & EXPENDITURES	100,829.55		72,285.95				2,642,311.79	1,107,686.99	(1,534,624.80)	931,825.44
NON-OPERATING REVENUES										
Equity Adjustment in MPIA	215,793.30		0.00				215,793.30	0.00	(215,793.30)	0.00
Interest Earnings - Imp & Add	46,108.07		11,535.00				422,070.35	150,000.00	(272,070.35)	299,146.03
Rents	0.00		6,132.17				85,220.82	79,742.08	(5,478.74)	80,657.04
Sale of Fixed Assets	0.00		0.00				0.00	0.00	0.00	0.00
Contributed Capital	0.00		1,922.50				28,046.00	25,000.00	(3,046.00)	45,784.00
TOTAL REVENUES	717,652.95		432,314.30				6,968,269.75	6,084,186.08	(884,083.67)	4,837,942.50
NON-OPERATING EXPENSES										
550 - DEPRECIATION	90,180.70	19.79%	84,401.34	20.45%	\$ 93,200.26	\$ 3,019.56	901,806.99	1,170,615.00	268,808.01	794,866.44
TOTAL EXPENDITURES	445,102.73		424,840.02				4,476,634.48	5,892,372.01	1,415,737.53	4,275,396.43
NET OF REVENUES & EXPENDITURES	272,550.22		7,474.28				2,491,635.27	191,814.07	(2,299,821.20)	562,546.07

FUND 582 - ELECTRIC
CHECK DATE FROM 04/01/2026 - 04/30/2026

Check Date	Check #	Payee	Description	Amount
04/03/2026	188727	17 EAST MAIN LLC	REFUND OF OVERPAYMENT ON ACCOUNT: 10005561	46.96
04/03/2026	188728	6608 PROPERTIES LLC	REFUND OF OVERPAYMENT ON ACCOUNT: 10003450	34.82
04/06/2026	142160(A)	ACE HARDWARE	CHECK GEN 142160(A) TOTAL FOR FUND 582:	161.89
04/13/2026	142186(A)	ACE HARDWARE	ENZYME FUEL TREATMENT	3.74
04/20/2026	142218(A)#	ACE HARDWARE	CHECK GEN 142218(A) TOTAL FOR FUND 582:	572.84
04/13/2026	142188(A)	AD BOS OFFICE COFFEE SERVICE	COFFEE MATE VANILLA, HAZELNUT & ITALIAN SWEET CREAM	126.65
04/17/2026	188826	ALL PHASE ELECTRIC SUPPLY	1IN CLAMP TYPE ENTR CAP	6.99
04/17/2026	188827	ALTEC INDUSTRIES INC.	VWATCH 2.01 VERSION W/PADDED CARRYING BAG VWS-20	3,005.60
04/24/2026	188885	ANTHONY VENDETTI	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10010201	91.40
04/17/2026	188828#	APX, INC - 9551	ZEELAND BPW MIRECS - SERVICE PROVIDER AND ACCT. MA	636.41
04/20/2026	142221(A)	BORDER STATES INDUSTRIES	GRAY DURALITE ENCLOSURE TIER 15	4,528.66
04/03/2026	188733	BRANDON GOMEZ	REFUND OF OVERPAYMENT ON ACCOUNT: 10002769	2.21
04/17/2026	188831	BRENDA KOLE	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10002652	61.54
04/24/2026	188887	BRIAN PAPA	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10001778	101.02
04/03/2026	188734	BRYAN STUTZMAN	REFUND OF OVERPAYMENT ON ACCOUNT: 10003798	50.55
04/17/2026	188833#	CINTAS CORPORATION	CHECK GEN 188833 TOTAL FOR FUND 582:	154.62
04/03/2026	188736	COMMUNITY HOME SALES	REFUND OF OVERPAYMENT ON ACCOUNT: 10008575	21.54
04/10/2026	188793	COMPAAAN DOOR & OPERATOR INC.	HEAVY DUTY #2 HINGE, LABOR TO REPAIR DOOR #15	210.95
04/24/2026	142245(A)	CONSTELLATION NEWENERGY	NATURAL GAS USAGE 3/1/26 - 3/31/26	4,332.89
04/13/2026	142193(A)#	COOPERATIVE RESPONSE CENTER, INC.	BASE FEE, CRC LINK USER LICENSE, MULTISPEAK OMS INTE	523.94
04/10/2026	188794	CRYSTAL CALZADA	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10012031	93.41
04/17/2026	188834	CRYSTAL CLEAN	ENERGY SURCHARGE, OIL FILTER RECYCLE, NON-HAZ ENEF	596.32
04/03/2026	188738	DANIEL & ALONA PALSROCK	REFUND OF OVERPAYMENT ON ACCOUNT: 10003129	191.00
04/10/2026	188795	DANIEL MUNOZ	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10002483	64.49
04/17/2026	188835	DAVID TIMMER	CLEAN ENERGY PROGRAM: 620 E LINCOLN AVE	95.00
04/24/2026	188892	DEBI PARKER	REFUND OF BUDGET SETTLEMENT ON FINAL ACCOUNT: 100	29.61
04/10/2026	188796	DEBRUYN SEED COMPANY	MICHIGAN SUN & SHADE LAWN MIXTURE & STARTER FERTIL	65.61
04/17/2026	188836	DEBRUYN SEED COMPANY	MICHIGAN SUN & SHADE LAWN MIXTURE	35.62
04/13/2026	142195(A)	DEYOUNG IND. WASTE DISPOSAL	LANDFILL CHARGES - MARCH 2026	1,060.00
04/13/2026	142197(A)	Don's Flowers & Gifts	INTERIORSCAPING - BPW	61.50
04/10/2026	188800	DUSTIN STROWENJANS	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10000967	78.79
04/17/2026	188839	DUTCH KLEEN	JANITORIAL SERVICE 3/15/26 - 4/15/26	1,350.00
04/10/2026	188801#	ECOLAYERS, INC.	TREEM/IMAM HOSTING - APRIL 2026	125.00
04/20/2026	142223(A)	EXTEND YOUR REACH	BPW BILL STUFFING AND MAILING APRIL 2026	259.18
04/30/2026	142406(E)#	FIRST BANKCARD	CREDIT CARD ACCT THRU 4/30/26	16,408.47
04/17/2026	188841	GALLOUP/FORBERG SMITH/MERLO	ASHCROFT DP PRESSURE GAUGE, DURAGAUGE 4.5 DIAL FL	1,468.80
04/13/2026	142200(A)	GRAINER	EXTENSION CORD REEL YELLOW 40FT	180.08
04/20/2026	142225(A)	GRAINER	SUBMERSIBLE SUMP PUMP, DEFURPCONTACTOR, ENCL	695.86
04/03/2026	188744	GRAPHIX EMBROIDERY	EMBROIDER CUSTOMER GARMENT	148.00
04/17/2026	188842	GRAPHIX EMBROIDERY	EMBROIDER CUSTOMER GARMENT	149.00
04/03/2026	188746	HAMILTON AV DESIGN	REFUND OF OVERPAYMENT ON ACCOUNT: 10003574	113.99
04/03/2026	188747	HEATHER PRINGLE	REFUND OF OVERPAYMENT ON ACCOUNT: 10003195	338.70
04/20/2026	142226(A)	INTEGRITY LANDSCAPE MANAGEMENT LLC	SALT - VARIOUS BPW LOCATIONS MARCH 2026	353.54
04/20/2026	142227(A)	INTERACTIVE STUDIO, LLC	BPW OFFICE RENOVATION - CIVIL SURVEY, CIVIL PLANNING	6,615.02
04/08/2026	142184(E)#	INVOICE CLOUD	MARCH 2026 BILL PRESENTMENT & CREDIT CARD FEES	1,839.53
04/03/2026	188749	JAMES BYKER	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10003099	66.80
04/03/2026	188751	JASMINE CHAVEZ JUAREZ	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10002668	164.58
04/24/2026	188901	JEONGHYO PARK	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10009257	64.21
04/17/2026	188846	JOHN & KRISTIN AUKEMA	CLEAN ENERGY PROGRAM: 3772 BANTAM DR	95.00
04/03/2026	188752	JOHN MILLIGAN	REFUND OF OVERPAYMENT ON ACCOUNT: 10006109	61.25
04/10/2026	188806	JOSEPH DELAFUENTE	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10000755	49.15
04/10/2026	188807	KENDALL ELECTRIC INC.	APPLETON 1IN RT EMT CPLG, 1" EMT THINWALL CONDUIT, M	39.15
04/17/2026	188848#	KENDALL ELECTRIC INC.	CHECK GEN 188848 TOTAL FOR FUND 582:	1,856.24
04/03/2026	188753	KIRK SAUTTER	REFUND OF OVERPAYMENT ON ACCOUNT: 10011076	31.22
04/10/2026	188808	KRISTINA GRAHAM	REFUND OF TITLE COMPANY OVERPAYMENT ON ACCOUNT:	93.00
04/17/2026	188850	KURT TILLMAN	CLEAN ENERGY PROGRAM: APPLIANCE RECYCLING	75.00
04/03/2026	188754	LAKESHORE PROPERTY MGMT	REFUND OF OVERPAYMENT ON ACCOUNT: 10002241	9.87
04/13/2026	142202(A)	LEADING BY DESIGN	COHORT MARCH 2026 - FEBRUARY 2027	12,000.00

04/03/2026	188757	LEAH COOPER	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10000371	36.04
04/20/2026	142230(A)	LINDE GAS & EQUIPMENT INC.	CYLINDER RENT 2/20/26 - 3/20/26	311.50
04/03/2026	188758	LITTLE CREEK PROPERTIES LLC	REFUND OF OVERPAYMENT ON ACCOUNT: 10000803	43.29
04/10/2026	188809	MAGGIE THOMASSEN	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10003093	67.76
04/17/2026	188853	MICHIGAN CAT	CHECK GEN 188853 TOTAL FOR FUND 582:	4,153.25
04/03/2026	142159(A)#	MICHIGAN PUBLIC POWER AGENCY	PURCHASED POWER EXPENSE - 03/14/2025-03/20/2026	412,892.71
04/10/2026	142183(A)	MICHIGAN PUBLIC POWER AGENCY	PURCHASED POWER EXPENSE - 03/21/2025-03/27/2026	366,275.97
04/17/2026	142217(A)#	MICHIGAN PUBLIC POWER AGENCY	PURCHASED POWER & COMMITTEES - MONTHLY BILLING - /	1,312,555.51
04/24/2026	142246(A)#	MICHIGAN PUBLIC POWER AGENCY	PURCHASED POWER EXPENSE - 04/04/2025-04/10/2026	356,229.19
04/10/2026	188810	MPOWER TECHNOLOGIES, INC.	MPOWER CUSTOMER SUPPORT SERVICES	1,012.50
04/24/2026	188907	NELLY TORRES	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10009212	15.67
04/03/2026	188761	NOAH KOOSHIAN	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10009561	10.99
04/24/2026	188908	NTH CONSULTANTS LTD	SERVICES THROUGH 3/13/26 - BPW FATAL FLAW ANALYSIS	562.50
04/10/2026	188812	OC COMMUNITY ACTION AGENCY	DIRECT ASSISTANCE GRANT APPOINTMENTS	1,711.29
04/13/2026	142204(A)#	Plant Growth Management System	CUSTOMER SERVICE/REQUESTS, PLANNING, AUDITS SE 3/1	809.60
04/13/2026	142206(A)#	POWER LINE SUPPLY	CHECK GEN 142206(A) TOTAL FOR FUND 582:	3,266.72
04/20/2026	142235(A)	POWER LINE SUPPLY	PAINT MARKING SURVEY RED	56.40
04/13/2026	142209(A)	PURITY CYLINDER GASES, INC.	NITROGEN	65.91
04/20/2026	142237(A)	PURITY CYLINDER GASES, INC.	QUARTERLY CYLINDER RENT	49.15
04/03/2026	188764	REDWOOD LIVING	REFUND OF OVERPAYMENT ON ACCOUNT: 10009482	11.47
04/10/2026	188813	REPUBLIC SERVICES #240	WASTE PICKUP - MARCH 2026	1,139.11
04/03/2026	188767	RIVER CLUB APARTMENTS	REFUND OF OVERPAYMENT ON ACCOUNT	44.58
04/03/2026	188768	ROSIE VANDER VLIET	REFUND OF OVERPAYMENT ON ACCOUNT: 10005853	22.15
04/30/2026	142421(E)#	SEMCO ENERGY GAS COMPANY	SERVICE 3/24/26 - 4/22/26	2,265.15
04/24/2026	142247(A)	SEMCO ENERGY, INC.	USAGE 3/1/26 - 3/31/26	3,837.60
04/03/2026	188769	SHEILA MCGUFFIN	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10009254	65.06
04/10/2026	188816	SHERMCO INDUSTRIES, INC.	SUBSTATION MAINT TESTING	62,691.04
04/10/2026	188818	STATE OF MICHIGAN	MONTHLY SALES TAX PAYMENT - MARCH 2026	47,116.51
04/17/2026	188863	STATE OF MICHIGAN	BOILER CERTIFICATE	75.00
04/10/2026	188819	STUART C IRBY CO	GEMS INDOOR MODEL SINGLE PHASE 10KV BIL 60HZ	2,081.76
04/24/2026	188915	SUSAN NGUYEN	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10009349	85.86
04/03/2026	188771	THEODORE & GRACE START	REFUND OF OVERPAYMENT ON ACCOUNT: 10001711	69.90
04/10/2026	188821	TIMOTHY MOORE & CLAIRE PIEPRZAK	REFUND OF DEPOSIT ON FINAL ACCOUNT: 10010641	80.54
04/10/2026	188822	TMI COMPRESSED AIR SYSTEMS, INC.	CLEAN ENERGY PROGRAM C&I: MILLERKNOLL	9,000.00
04/10/2026	188823	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	384.16
04/17/2026	188864	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	192.08
04/13/2026	142213(A)#	Western Tel-Com, Inc.	CHECK GEN 142213(A) TOTAL FOR FUND 582:	9,840.00
04/13/2026	142214(A)	YELLOW LIME CREATIVE	MONTHLY FIXED AMOUNT - BPW	3,454.69
04/17/2026	188867#	Zeeland BPW	BPW UTILITIES STATEMENT DUE 4/20/26	1,452.03
04/13/2026	142216(A)	Zeeland Print Shop	ELECTRIC/WATER DISCONNECT TODAY HANG TAGS	495.00
			Total for fund 582 ELECTRIC UTILITY FUND	\$ 2,666,226.85

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

FUND 591 - WATER
CHECK DATE FROM 04/01/2026 - 04/30/2026

Check Date	Check #	Payee	Description	Amount
04/13/2026	142186(A)	ACE HARDWARE	ENZYME FUEL TREATMENT	1.25
04/13/2026	142188(A)	AD BOS OFFICE COFFEE SERVICE	COFFEE MATE VANILLA, HAZELNUT & ITALIAN SWEET CREAM	42.22
04/17/2026	188833#	CINTAS CORPORATION	CHECK GEN 188833 TOTAL FOR FUND 591:	49.76
04/13/2026	142193(A)	COOPERATIVE RESPONSE CENTER, INC.	BASE FEE, CRC LINK USER LICENSE, MULTISPEAK OMS INTE	341.94
04/10/2026	188796	DEBRUYN SEED COMPANY	MICHIGAN SUN & SHADE LAWN MIXTURE & STARTER FERTIL	21.87
04/17/2026	188836	DEBRUYN SEED COMPANY	MICHIGAN SUN & SHADE LAWN MIXTURE	11.88
04/13/2026	142196(A)	DIVERSCO CONSTRUCTION CO.	SERVICE 3/6/26 - 4/3/26 - RECONSTRUCTION OF CHURCH,	71,984.45
04/13/2026	142197(A)	Don's Flowers & Gifts	INTERIORSCAPING - BPW	20.50
04/17/2026	188839	DUTCH KLEEN	JANITORIAL SERVICE 3/15/26 - 4/15/26	450.00
04/20/2026	142223(A)	EXTEND YOUR REACH	BPW BILL STUFFING AND MAILING APRIL 2026	129.60
04/30/2026	142406(E)#	FIRST BANKCARD	CREDIT CARD ACCT THRU 4/30/26	3,129.38
04/13/2026	142200(A)	GRAINGER	EXTENSION CORD REEL YELLOW 40FT	60.03
04/17/2026	188843	GREAT LAKES ENERGY	SERVICE FROM 3/9/26 - 4/8/26	101.79
04/08/2026	142117(E)#	HOLLAND BOARD OF PUBLIC WORKS	WATER/COMMUNICATIONS FEBRUARY 2026 USAGE	222,185.64
04/10/2026	188803	HOLLAND BOARD OF PUBLIC WORKS	BACTI SAMPLES - MARCH 2026	600.00
04/20/2026	142226(A)	INTEGRITY LANDSCAPE MANAGEMENT LLC	SALT - VARIOUS BPW LOCATIONS MARCH 2026	40.00
04/20/2026	142227(A)	INTERACTIVE STUDIO, LLC	BPW OFFICE RENOVATION - CIVIL SURVEY, CIVIL PLANNING	2,205.01
04/08/2026	142184(E)#	INVOICE CLOUD	MARCH 2026 BILL PRESENTMENT & CREDIT CARD FEES	913.51
04/10/2026	188805	JAMES A. DONKERSLOOT	CITY LEGAL FEES - MARCH 2026	369.50
04/10/2026	188807	KENDALL ELECTRIC INC.	THQB1120 GE 120/240V BOLT-ON CB 135B	45.56
04/20/2026	142228(A)	KENNEDY INDUSTRIES, INC.	FIELD SERVICE WASHINGTON BOOSTER	900.00
04/10/2026	188813	REPUBLIC SERVICES #240	WASTE PICKUP - MARCH 2026	379.71
04/30/2026	142421(E)#	SEMCO ENERGY GAS COMPANY	SERVICE 3/23/26 - 4/22/26	1,026.30
04/10/2026	188823	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	78.88
04/17/2026	188864	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	39.44
04/13/2026	142211(A)	VAN DER KOLK PLUMBING LLC	WATER SERVICE REPLACEMENT	8,708.26
04/20/2026	142241(A)	VAN DER KOLK PLUMBING LLC	WATER SERVICE REPLACEMENT	8,586.11
04/13/2026	142214(A)	YELLOW LIME CREATIVE	MONTHLY FIXED AMOUNT - BPW	1,545.31
04/17/2026	188867#	Zeeland BPW	BPW UTILITIES STATEMENT DUE 4/20/26	13,051.61
04/13/2026	142216(A)	Zeeland Print Shop	ELECTRIC/WATER DISCONNECT TODAY HANG TAGS	165.00
			Total for fund 591 WATER UTILITY FUND	\$ 337,184.51

#- INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

**BOARD OF PUBLIC WORKS
SUMMARY OF CASH POSITION**

Cash and Investments as of : April 30, 2026

	<u>Electric</u>	<u>Water</u>
Receiving	\$ 4,529,937	\$ 764,004
Accumulated Debt Service (in Receiving Fund)	-	-
Plant Improvements and Contingencies	12,489,182	11,951,353
Bond and Interest Payment Reserve*	-	-
Totals	\$ 17,019,119	\$ 12,715,357

* Reserve required per electric and water revenue bond ordinances.

Recommended Transfers for the Month: April-26

	<u>Electric</u>	<u>Water</u>
Receiving	(787,545)	(291,800)
Accumulated Debt Service	-	-
Plant Improvements and Contingency	729,900	291,800
General Fund (per charter provision)	57,645	-

Notes on Recommended Transfers:

1 The annual operating transfer for FY 25-26 from the Electric Fund to the General Fund is a combination of 1% of net fixed assets as of June 30, 2024 and 1% of gross sales, less sales tax, for the year ended June 30, 2024, less any franchise payments. The annual operating transfer is divided into twelve monthly payments.

2 Assumed carrying amounts (minimum) in Receiving accounts are established at approximately 10% of budgeted operating expenses, before depreciation.

Electric = 10% of \$ 37,423,451 or approximately \$ 3,742,345

Water = 10% of \$ 4,721,757 or approximately \$ 472,176

3 Further surpluses of \$729,900 in the Electric Fund and \$291,800 in the Water Fund are recommended for transfer to the Plant Improvements and Contingencies Reserve.

TO: Chairperson Boerman and Members of the Board of Public Works
FROM: Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance
SUBJECT: Accounting, Finance & Customer Service Update
DATE: June 5, 2026

April 2026 Customer Metrics

- Overdue/Disconnect Notices = 231
- Active Accounts = 8,050
- Total Bills Sent = 8,077
- Paperless Bills = 2,812
- Pre-Authorized Payment Customers = 2,240
- Invoice Cloud = 3,123
 - Credit Card = 2,338
 - EFT = 785

March 2026 Customer Metrics

- Overdue/Disconnect Notices = 217
- Active Accounts = 8,018
- Total Bills Sent = 8,087
- Paperless Bills = 2,818
- Pre-Authorized Payment Customers = 2,231
- Invoice Cloud = 3,116
 - Credit Card = 2,332
 - EFT = 784

MPIA Insurance Renewals

At our MPIA Board meeting on May 20, we made the decision to renew our insurance as is. We have discussed with the Board some of the concerns we have regarding the operating structure of the BPW and how that relates to our insurance coverages. That being said, the MPIA has equal concerns regarding the mechanics of how to properly structure the coverage so that the MPIA can stay in operation while limiting some of its liability for City claims. The MPIA Board ultimately decided to consult with outside legal counsel regarding the best way to secure coverage and limit liability. We will keep the Board informed as this develops.

From a renewal standpoint, we are happy to report that we are looking at a reduction of \$135,159 in premiums this year due to the softening market.

Sprypoint

Our to do list continues to shrink, and we are happy with the status of the system. Our next task will be to train additional team members on the billing process to ensure we are not relying on one individual to perform this task. We will begin this in earnest during the month of June.

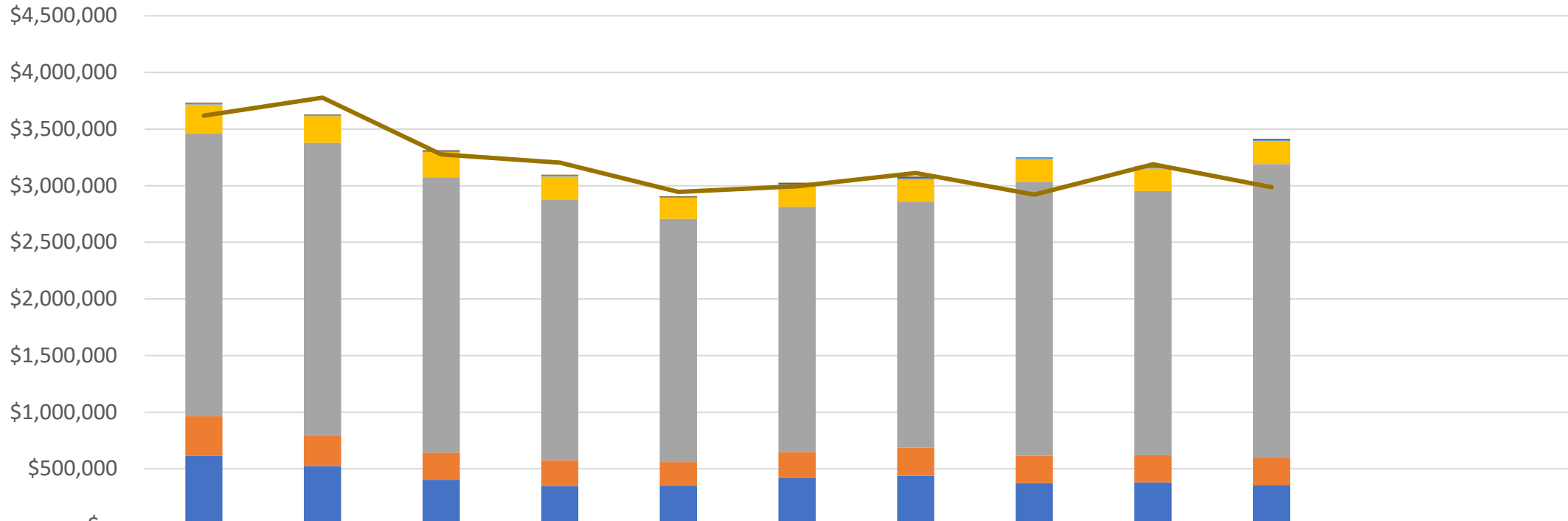
Finance Department Staffing

City and BPW leadership have been discussing future staffing needs for the Finance Department. As discussed during our budget conversations in February, the FY27 budget includes the addition of a Financial Analyst. Due to circumstances not anticipated during the budget process, this position has likely become more of a strategic hire than it was several months ago. As this process unfolds, we will continue to keep the Board informed of our intended direction, and we anticipate having a recommendation within the next few weeks.

PFAS Settlement Payment

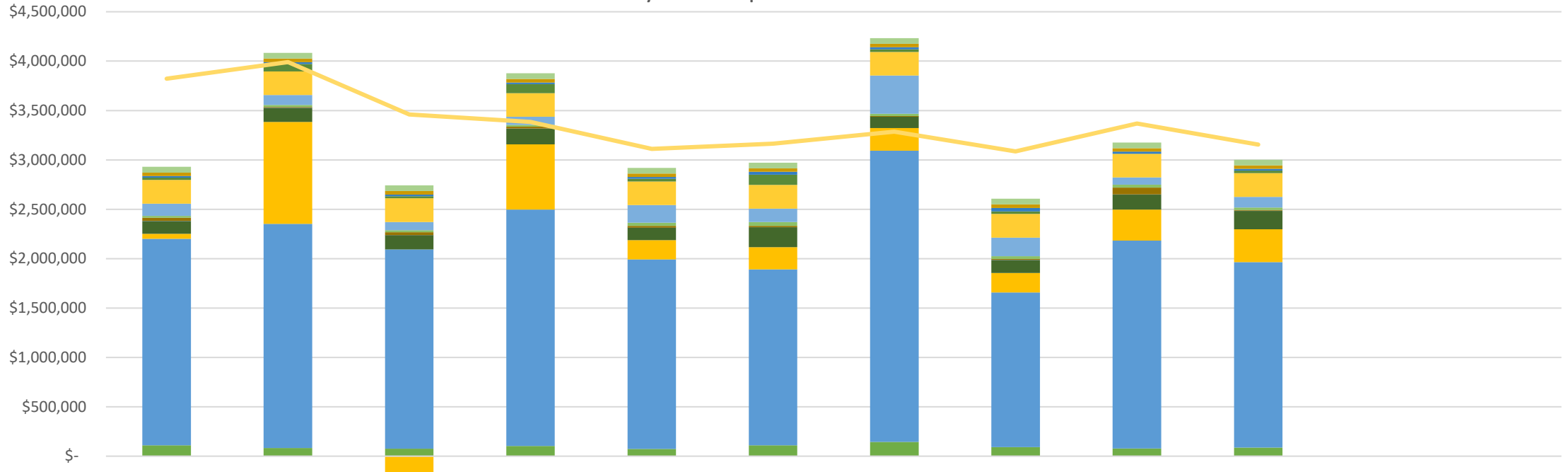
We received another PFAS settlement payment this past week in the amount of \$334,681.15. This money was transferred over to the MPIA. In total, we have received \$2,035,016.28, all of which has been transferred to the MPIA.

Electric Utility Fund Operating Revenue



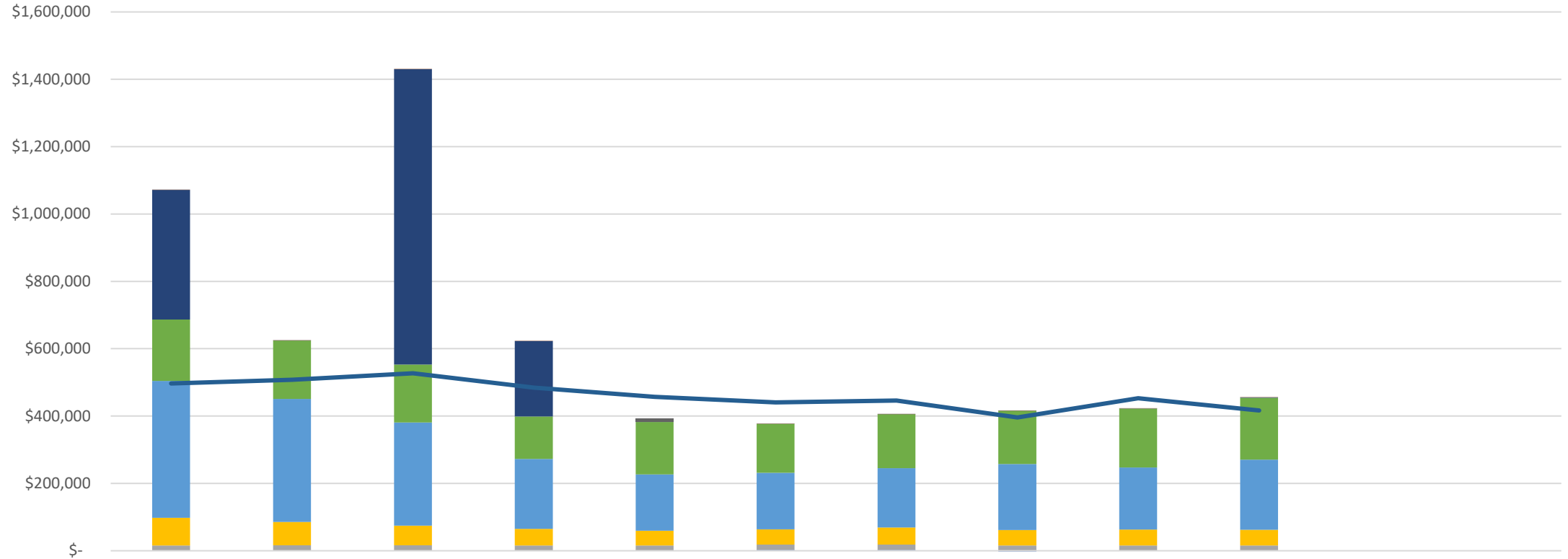
	July	August	September	October	November	December	January	February	March	April	May	June
Other Revenue	\$2,656	\$2,363	\$1,762	\$5,506	\$2,460	\$10,963	\$12,655	\$1,900	\$6,444	\$9,013		
Interest/Penalties	\$1,002	\$1,308	\$4,576	\$1,841	\$41	\$597	\$2,992	\$1,583	\$1,001	\$1,303		
Charging Stations	\$129	\$117	\$137	\$161	\$161	\$125	\$91	\$126	\$133	\$87		
Street Lights	\$10,280	\$10,216	\$10,225	\$10,211	\$10,263	\$10,252	\$10,514	\$10,377	\$10,426	\$10,455		
Public Sales	\$251,557	\$235,101	\$223,291	\$201,783	\$186,366	\$191,509	\$196,229	\$199,936	\$199,739	\$201,317		
Industrial Sales	\$2,500,832	\$2,581,464	\$2,431,637	\$2,301,315	\$2,147,650	\$2,165,224	\$2,171,740	\$2,420,139	\$2,331,702	\$2,593,312		
Commerical Sales	\$350,200	\$272,069	\$239,455	\$227,934	\$208,722	\$230,645	\$248,984	\$240,650	\$240,323	\$241,547		
Residential Sales	\$613,673	\$524,917	\$403,404	\$349,130	\$351,052	\$417,542	\$437,925	\$374,742	\$380,341	\$356,847		
TOTAL OPERATING REVENUE	\$3,730,330	\$3,627,556	\$3,314,487	\$3,097,882	\$2,906,715	\$3,026,856	\$3,081,129	\$3,249,454	\$3,170,110	\$3,413,881	\$-	\$-
Revenue Budget	\$3,618,860	\$3,777,348	\$3,275,780	\$3,203,801	\$2,945,963	\$2,995,638	\$3,111,125	\$2,921,210	\$3,188,088	\$2,987,359		

Electric Utility Fund Expenditures



	July	August	September	October	November	December	January	February	March	April	May	June
General Fund Transfer	\$57,645	\$57,645	\$57,645	\$57,645	\$57,645	\$57,645	\$57,645	\$57,645	\$57,645	\$57,645		
Insurance & Bonds	\$35,307	\$35,307	\$35,307	\$35,307	\$35,307	\$35,307	\$35,307	\$35,307	\$35,307	\$35,307		
Buildings & Grounds	\$15,750	\$17,989	\$17,731	\$16,639	\$17,885	\$29,793	\$19,413	\$35,109	\$20,645	\$18,481		
Clean Energy Program	\$24,167	\$75,780	\$20,109	\$91,703	\$27,069	\$103,476	\$27,950	\$25,774	\$592	\$25,408		
Depreciation	\$239,277	\$239,277	\$239,277	\$239,277	\$239,277	\$239,277	\$239,277	\$239,277	\$239,277	\$239,277		
Administration	\$125,252	\$102,109	\$83,948	\$81,828	\$178,630	\$135,528	\$386,384	\$189,283	\$74,543	\$107,378		
Accounting	\$17,778	\$20,016	\$20,840	\$17,690	\$32,657	\$39,121	\$24,524	\$26,654	\$28,790	\$26,283		
Meters & Substations	\$32,080	\$6,734	\$28,589	\$20,353	\$17,346	\$14,060	\$5,996	\$9,437	\$68,619	\$6,427		
Street Lights & Signals	\$1,850	\$965	\$77	\$312	\$128	\$(120)	\$728	\$1,272	\$1,896	\$1,946		
Utility Lines	\$128,549	\$142,349	\$145,321	\$159,034	\$126,147	\$201,387	\$114,131	\$131,037	\$151,731	\$185,735		
Transmission	\$51,582	\$1,032,164	\$(166,375)	\$659,493	\$194,916	\$225,232	\$228,229	\$197,320	\$313,313	\$334,367		
Interchange Power	\$2,089,785	\$2,269,887	\$2,017,609	\$2,394,560	\$1,920,541	\$1,782,159	\$2,949,188	\$1,567,317	\$2,105,976	\$1,877,380		
Power Production	\$110,242	\$83,039	\$75,426	\$103,248	\$72,224	\$109,192	\$144,964	\$90,964	\$77,803	\$86,429		
Fringe Benefits					\$1,281							
Expense Budget	\$3,823,112	\$3,990,545	\$3,460,668	\$3,384,627	\$3,112,236	\$3,164,715	\$3,286,720	\$3,086,086	\$3,368,027	\$3,155,969		
TOTAL EXPENSES	\$2,929,262	\$4,083,260	\$2,575,502	\$3,877,087	\$2,921,053	\$2,972,058	\$4,233,734	\$2,606,397	\$3,176,135	\$3,002,062	\$-	\$-

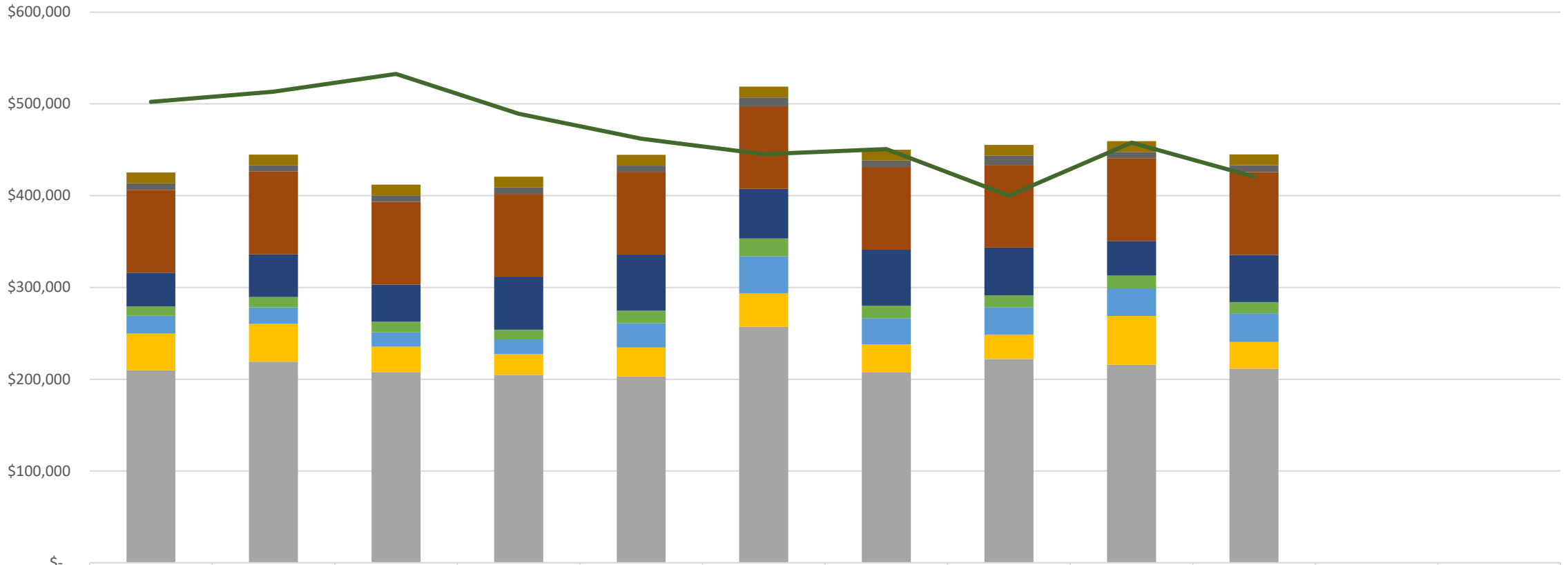
Water Fund Operating Revenues



\$(200,000)

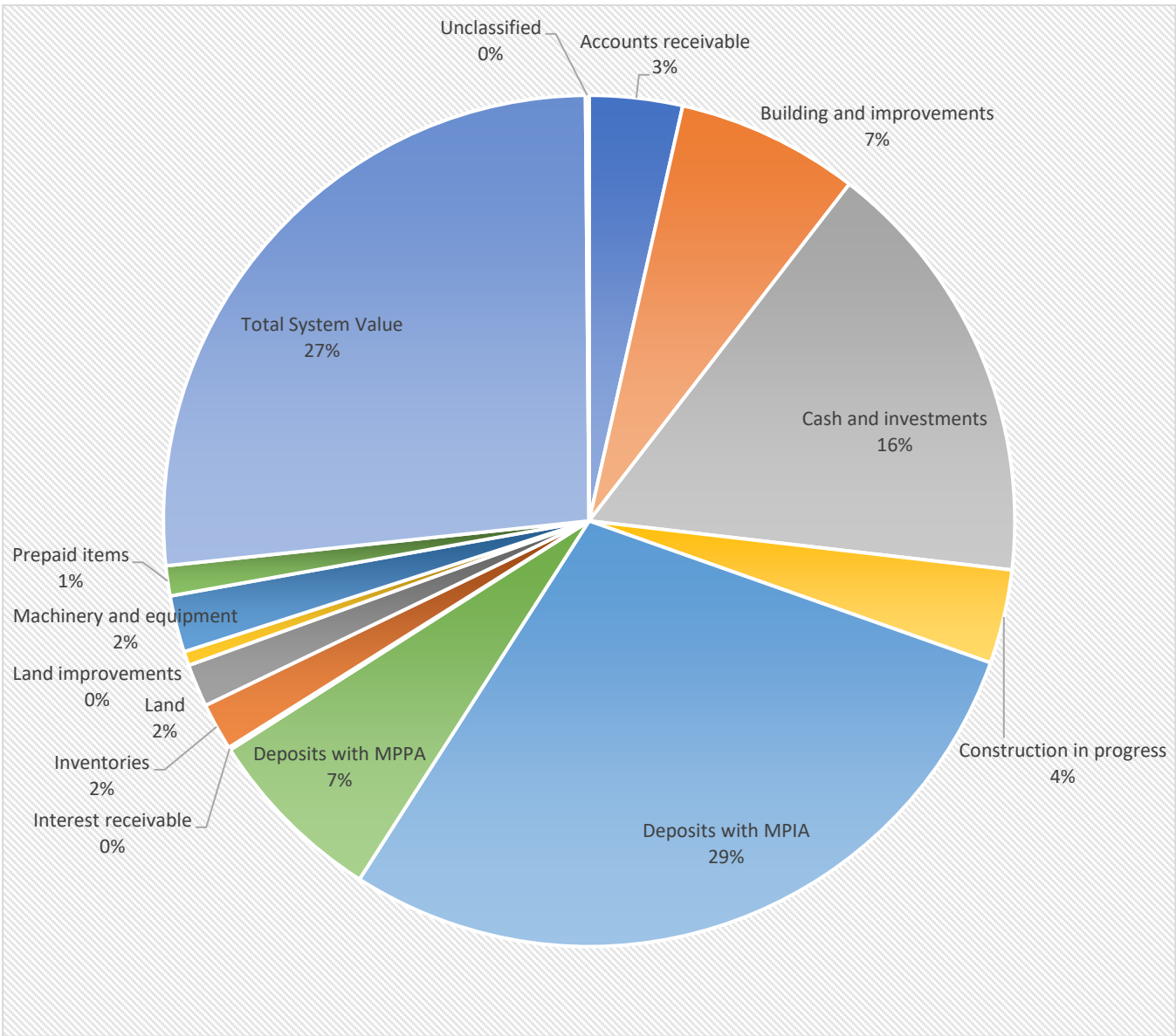
	July	August	September	October	November	December	January	February	March	April	May	June
Scrap Revenue	\$-	\$-	\$-	\$-	\$8,832	\$-	\$-	\$-	\$-	\$-		
New Service Fee	\$70	\$40	\$60	\$30	\$30	\$10	\$40	\$30	\$60	\$10		
Other Revenue	\$384,997	\$75	\$877,609	\$224,098	\$620	\$315	\$215	\$220	\$185	\$1,305		
Contractual Sales	\$182,628	\$173,757	\$171,791	\$126,231	\$155,556	\$145,053	\$160,296	\$158,079	\$175,146	\$183,768		
Commercial Sales	\$406,650	\$365,123	\$306,870	\$207,495	\$167,857	\$168,134	\$175,777	\$196,374	\$184,061	\$208,187		
Residential Sales	\$81,868	\$69,343	\$58,271	\$49,084	\$43,360	\$45,525	\$51,146	\$45,665	\$47,379	\$46,644		
Fire Protection	\$15,574	\$15,942	\$15,574	\$15,761	\$15,761	\$15,761	\$15,668	\$15,641	\$15,641	\$15,574		
Interest & Penalties	\$190	\$186	\$383	\$158	\$5	\$2,399	\$2,478	\$(1,959)	\$134	\$264		
TOTAL OPERATING REVENUE	\$1,071,977	\$624,466	\$1,430,558	\$622,857	\$392,021	\$377,197	\$405,621	\$414,051	\$422,606	\$455,752	\$-	\$-
Revenue Budget	\$496,978	\$507,820	\$526,985	\$484,160	\$457,148	\$440,532	\$446,034	\$395,850	\$452,967	\$416,294		

Water Fund Expenditures



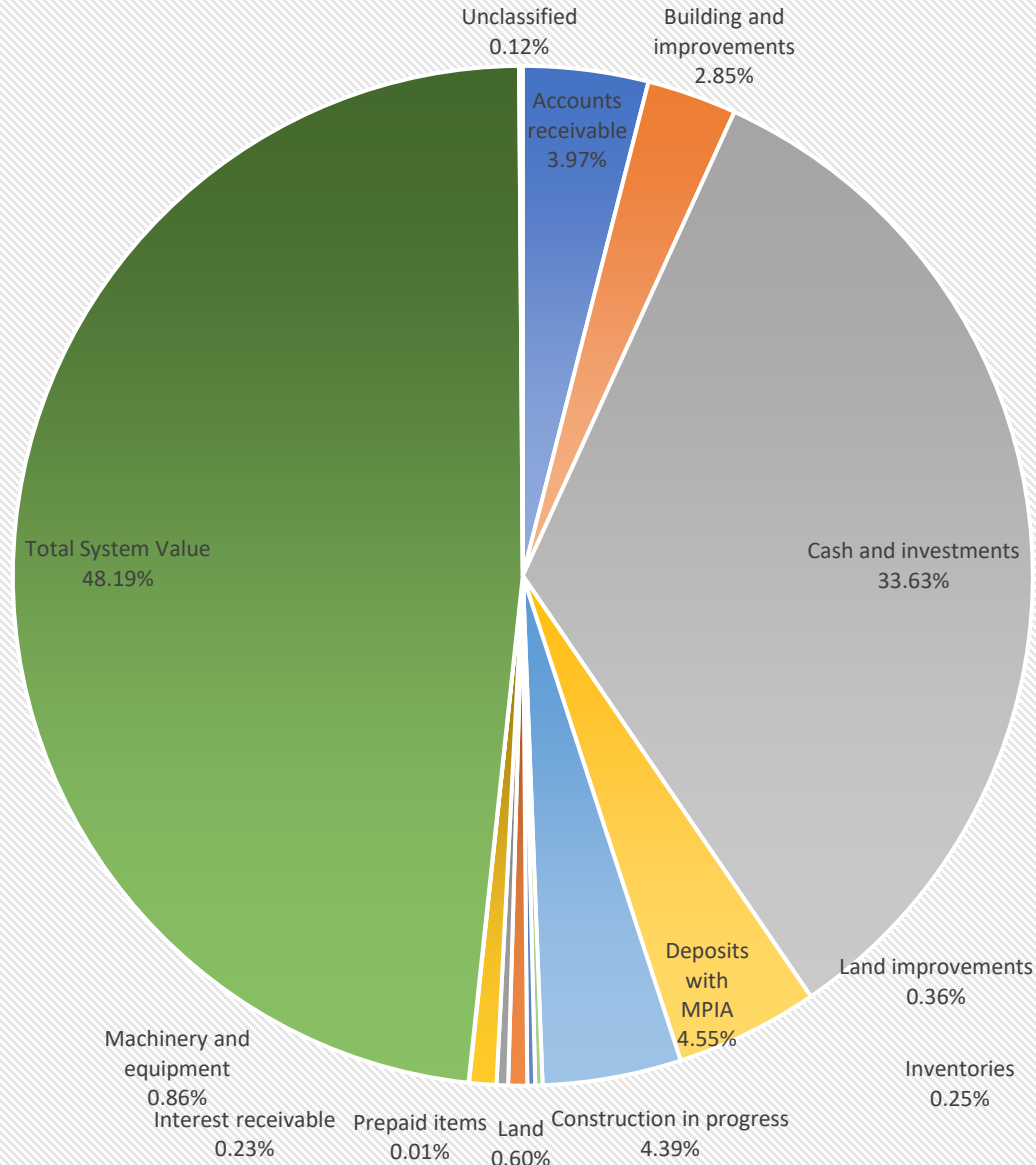
	July	August	September	October	November	December	January	February	March	April	May	June
Insurance & Bonds	\$11,769	\$11,769	\$11,769	\$11,769	\$11,769	\$11,769	\$11,769	\$11,769	\$11,769	\$11,769		
Buildings & Grounds	\$7,126	\$6,814	\$7,164	\$7,160	\$6,763	\$9,490	\$6,945	\$10,125	\$6,824	\$7,479		
Depreciation	\$90,181	\$90,181	\$90,181	\$90,181	\$90,181	\$90,181	\$90,181	\$90,181	\$90,181	\$90,181		
Administration	\$36,968	\$46,341	\$40,350	\$57,722	\$61,189	\$54,066	\$60,815	\$51,998	\$37,739	\$51,485		
Accounting	\$10,029	\$11,334	\$11,357	\$10,515	\$13,819	\$19,496	\$13,697	\$12,912	\$13,898	\$12,321		
Transmission	\$19,423	\$18,221	\$15,763	\$16,206	\$26,431	\$40,162	\$28,492	\$29,678	\$30,085	\$31,391		
Pumping	\$40,017	\$40,951	\$27,623	\$22,559	\$31,472	\$36,405	\$30,759	\$26,651	\$53,164	\$28,960		
Source of Supply	\$209,704	\$219,231	\$207,911	\$204,664	\$202,704	\$257,244	\$207,299	\$222,151	\$215,844	\$211,518		
Fringe Benefits	\$-	\$-	\$-	\$-	\$301	\$-	\$-	\$-	\$-	\$-		
TOTAL EXPENSES	\$425,217	\$444,843	\$412,118	\$420,777	\$444,629	\$518,813	\$449,956	\$455,464	\$459,504	\$445,103	\$-	\$-
Expense Budget	\$502,343	\$513,302	\$532,673	\$489,387	\$462,083	\$445,288	\$450,849	\$400,123	\$457,857	\$420,788		

Electric Assets

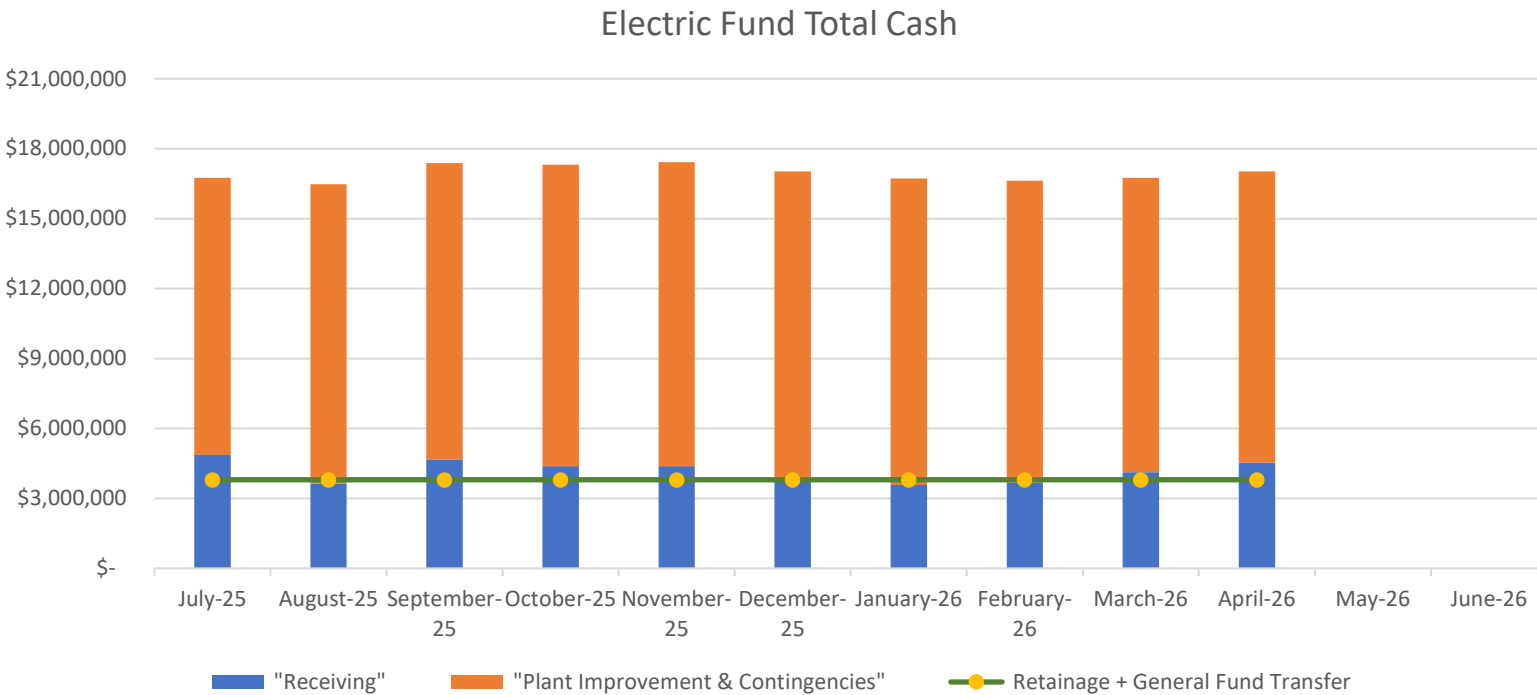


	April 2026	March 2026
Accounts receivable	\$ 3,672,053.63	\$ 3,411,999.31
Building and improvements	\$ 7,207,970.53	\$ 7,207,970.53
Cash and investments	\$ 17,019,118.94	\$ 16,754,142.69
Construction in progress	\$ 3,711,248.96	\$ 3,246,246.29
Deposits with MPIA	\$ 29,787,132.73	\$ 29,814,103.85
Deposits with MPPA	\$ 7,159,844.45	\$ 6,902,812.29
Interest receivable	\$ 111,543.92	\$ 111,543.92
Inventories	\$ 1,868,754.55	\$ 1,865,160.02
Land	\$ 1,691,050.33	\$ 1,691,050.33
Land improvements	\$ 558,008.28	\$ 558,008.28
Machinery and equipment	\$ 2,234,825.34	\$ 2,234,825.34
Prepaid items	\$ 1,186,691.59	\$ 1,227,041.94
Total System Value	\$ 27,594,691.74	\$ 27,833,968.38
Unclassified	\$ 141,615.00	\$ 141,615.00
TOTAL ASSETS	\$ 103,944,549.99	\$ 103,000,488.17

Water Assets



	April 2026	March 2026
Accounts receivable	\$ 1,499,988.07	\$ 1,467,015.38
Building and improvements	\$ 1,076,174.14	\$ 1,076,174.14
Cash and investments	\$ 12,715,356.90	\$ 12,699,462.30
Deposits with MPIA	\$ 1,719,679.00	\$ 1,503,885.70
Construction in progress	\$ 1,659,880.43	\$ 1,383,914.31
Interest receivable	\$ 87,403.63	\$ 87,403.63
Inventories	\$ 94,004.84	\$ 94,004.84
Land	\$ 226,432.58	\$ 226,432.58
Land improvements	\$ 137,717.72	\$ 137,717.72
Machinery and equipment	\$ 325,301.71	\$ 325,301.71
Prepaid items	\$ 5,550.00	\$ 5,212.50
Total System Value	\$ 18,219,549.97	\$ 18,309,730.67
Unclassified	\$ 43,666.00	\$ 43,666.00
TOTAL ASSETS	\$ 37,810,704.99	\$ 37,359,921.48



Electric Total Cash
\$ 17,019,119

Receiving Account - \$4,529,937
Plant Improvement & Contingencies - \$12,489,182

FY 2026 Retainage = \$3,742,345
~10% of budgeted operating expenses, before depreciation.



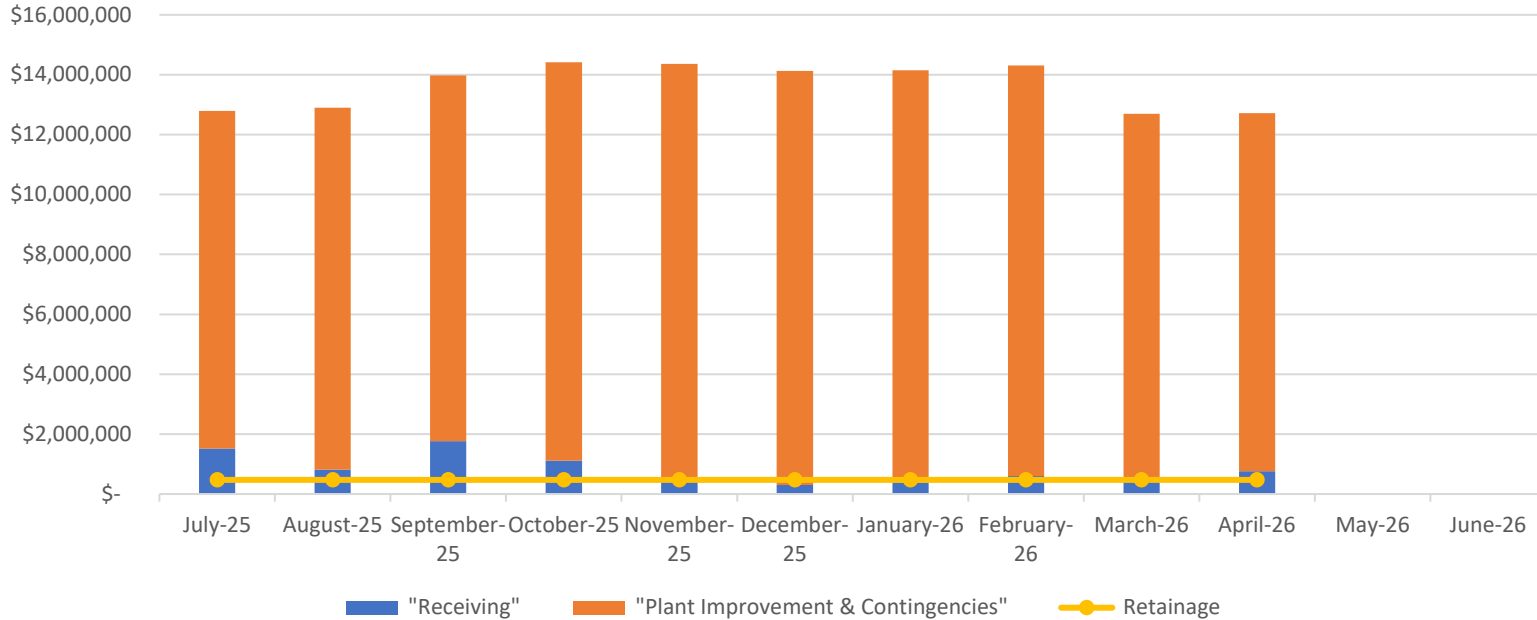
Electric Cash Increase - \$264,976

Beginning Balance - \$16,754,143

Operating Gain	\$496,151 (Increases Cash)
Depreciation	\$239,277 (Non-Cash Component of Operating Income, Add to Cash)
Change in A/P	\$447,911 (Increases Cash)
Change in A/R	(\$260,054) (Decreases Cash)
Change in Inventory	\$36,755 (Increases Cash)
Capital Assets	(\$465,003) (Purchases of Capital Assets Decreases Cash)
MPPA/MPIA	(\$230,061) (Non-Cash Component of Operating Gain, Decreases Cash)

Ending Balance - \$17,019,119

Water Fund Total Cash



Water Total Cash

\$12,715,357

Receiving Account – \$764,004

Plant Improvement & Contingencies -
\$11,951,353

FY 2026 Retainage = \$472,176

~10% of budgeted operating expenses,
before depreciation.



Water Cash Increase - \$15,895

Beginning Balance - \$12,699,462

Operating Gain	\$272,550 (Increases Cash)
Depreciation	\$90,181 (Non-Cash Component of Operating Income, Add to Cash)
Change in A/P	\$178,233 (Increases Cash)
Change in A/R	(\$32,973) (Decreases Cash)
Change in Inventory	(\$337) (Decreases Cash)
Capital Assets	(\$275,966) (Purchases of Capital Assets Decreases Cash)
MPIA	(\$215,793) (Non-Cash Component of Operating Gain, Decreases Cash)

Ending Balance - \$12,715,357

WATER DEPARTMENT REPORT (April Usage)

Monthly Board Meeting 6/09/2026

<u>WHOLESALE PURCHASES</u>	<u>April 2026</u>		<u>April 2025</u>		<u>PERCENT CHANGE</u>
AMOUNT PURCHASED	164,390,000	GAL	157,770,000	GAL	4.2%
TOTAL PAYMENT	\$211,517.62		\$204,674.71		3.3%
UNIT COST (1000 GALLONS)	\$1.2867		\$1.2973		-0.8%
<u>MONTHLY INFORMATION</u>					
TOTAL AMOUNT PURCHASED (Gal)-(4/1/26-4/30/26)	164,390,000	GAL	157,770,000	GAL	4.2%
TOTAL AMOUNT SOLD (Gal)	164,794,870	GAL	156,064,964	GAL	5.6%
MONTHLY SYSTEM LOSSES (Gal)	(404,870)	GAL	1,705,036	GAL	N/A
MONTHLY SYSTEM LOSSES (%)	-0.25%		1.08%		N/A
RATE PURCHASED - RATE SOLD = ROI (1000 GAL)	\$0.94		\$0.79		18.8%
AVERAGE MONTHLY RETAIL UNIT RATE (1000 Gal)	\$2.31		\$2.22		4.2%
AVERAGE MONTHLY CONTRACT UNIT RATE (1000 Gal)	\$2.14		\$1.96		9.4%
<u>WATER SOLD</u>					
*RESIDENTIAL	8,096,352	GAL	7,665,504	GAL	5.6%
COMMERCIAL/INDUSTRIAL	71,000,908	GAL	68,976,072	GAL	2.9%
CONTRACTUAL SALES-(3/1/26-3/31/26)	85,697,610	GAL	79,423,388	GAL	7.9%
TOTAL SALES	164,794,870	GAL	156,064,964	GAL	5.6%
<u>CHARGES FOR SERVICES</u>					
RESIDENTIAL	\$18,725.52		\$17,011.68		10.1%
COMMERCIAL/INDUSTRIAL	\$164,232.25		\$153,075.24		7.3%
INDUSTRIAL SALES - CONTRACTUAL	\$183,767.73		\$155,399.91		18.3%
FIRE PROTECTION	\$15,573.75		\$15,626.25		-0.3%
READINESS TO SERVE	\$62,485.28		\$58,896.26		6.1%
MISC CHARGES (Overdue Int)	\$0.00		\$0.00		N/A
TOTAL CHARGES	\$444,784.53		\$400,009.34		11.2%
<u>CUMULATIVE FOR FISCAL YEAR</u>					
PUMPING STATION DISCHARGE- Start July 1,2025	1,806,550,000	GAL	1,717,890,000	GAL	5.2%
AMOUNT SOLD	1,928,943,435	GAL	1,738,964,778	GAL	10.9%
SYSTEM LOSSES	-122,393,435	GAL	-21,074,778	GAL	N/A
SYSTEM LOSSES (PERCENT)	-6.8%		-1.2%		N/A
TOTAL CHARGES FOR SERVICES	\$4,672,254.31		\$4,377,631.04		6.7%
AVERAGE RATE PER 1000 GAL SOLD(combined with all service charges)					
<u>PEAK DAY</u>					
MONTH - 4/24/2026 (4/30/2025)	6.77	MGD	6.61	MGD	
FISCAL YEAR-TO-DATE - 07/29/2025 (08/28/2024)	11.56	MGD	9.88	MGD	

TO: Chairperson Boerman and Members of the Board of Public Works

FROM: Jason Postma, Water Operations Manager

SUBJECT: Water Department On-Going Projects Update

DATE: June 1, 2026

Meter Replacement Program-

- Total Water Meters- 3,026
 - AMI Water Meters-2,789 (92%)
 - Radio Read Water Meters-71 (2.3%)
 - Touch Read Water Meters-166 (5.4%)
 - 99.9% of all large diameter meters are replaced
 - 1 remaining out of 212 large diameter meters to replace. (On Galv Service)

Galvanized Service line Replacement Program-

- Replaced (46) GSL in 2026 (Replaced (111) GSL in 2025)
- Replaced (16) GSL in May
- Replaced (906) GSL since June 18, 2018, when New EGLE Requirements were Implemented.
- Approximately (102) total GSLR still needs replacing.

Other Work Projects-

- Logan Estates Meter Replacement began (approximately 378 meters) (236 replaced) (62%)
- Church St. Reconstruction Water Main installation continues north to Central Ave.
- Taft St. Water Main to be completed June 1st
- 800 Riley St. JR Automation Water Main Install construction to start June 15th and road closer on Riley St.

Water Administration Projects-

- SOP's for manual operations of pump stations
- Carlton Pump Station
 - Engineering continues 3rd pump.
- Water Conservation Program
- Setting Dept. Goals

TO: Chairperson Boerman and Members of the Board of Public Works
 FROM: Jason Postma, Water Operations Manager
 SUBJECT: Dixon Engineering Remote Operated Vehicle (ROV) Tank Inspections FY2027
 DATE: June 5, 2026

The following request is being made for water tank inspections in FY2027. This is an O&M budget item for FY2027.

Description:

Approximately every five (5) years our tanks are inspected for maintenance purposes. Our maintenance plan for FY2027 calls for one (1) ROV inspection at our 80th St. tank in preparation in preparation for repainting in Spring/Fall of 2027.

In addition, we will conduct ROV inspections for Carlton Tank and the north 1.25MG reservoir at Washington Pump Station. This comes with cost savings by conducting three (3) ROV inspections at one time. Normally this inspection cost ranges from \$5,000 to \$5,500 per tank.

- 80th St. Tank \$4,100
- Carlton Tank \$4,100
- North 1.25MG Tank \$4,300

Staff request approval for three (3) ROV tank inspections to be conducted by Dixon Engineering Inc.

Bidder Name	Bidder Location	Quote	Meets Specification	Comments
Dixon Engineering INC.	Lake Odessa, MI	\$12,500	YES	RECOMMENDATION

Recommendation:

Approve Dixon Engineering’s inspection services for a total amount of \$12,500 for three (3) ROV tank inspections.

Attachments: Dixon Engineering Inspection Agreements (3)



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

April 1, 2026

Jason Postma
Water Operations Manager
Zeeland Board of Public Works
350 E. Washington Ave.
Zeeland, MI 49464

Subject: ROV Maintenance Inspection

Dear Mr. Postma,

Enclosed is the ROV maintenance inspection services proposal for the 1,500,000 Gallon Spheroid (80 St) water storage tank.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 292-1288.

FOR DIXON ENGINEERING, INC.,

A handwritten signature in black ink, appearing to read "Eric Binkowski", enclosed within a hand-drawn oval.

Eric Binkowski
Project Manager

Enclosure



1104 Third Avenue
 Lake Odessa, MI 48849
 Telephone: (616) 374-3221
 Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON
 FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **Zeeland Board of Public Works, Michigan** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 1 (Maintenance) services for the 1,500,000 Gallon Spheroid (80th St)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$4,100**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Eric Binkowski, Project Manager April 1, 2026
 PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

 APPROVED as CONTRACT BY OWNER POSITION DATE

 Co-SIGNATURE of Contract (if required) POSITION DATE

 AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Jason Postma
Address for Owner’s receipt of notices:
Zeeland Board of Public Works
350 E Washington Ave
Zeeland, MI 49464
Email: jasonp@zeelandbpw.com

Designated Person: Eric Binkowski
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
1104 Third Avenue
Lake Odessa, MI 48849
Email: ericbinkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Agreement Owner: Zeeland Board of Public Works, MI Page 2 of 27
 Exhibits: A, C, E, GP, IR Tank No: 22-70-06-05

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document. [This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner

shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 2. EXHIBIT C, Attachments C-1, and C-2.
 - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
 - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

Article 1 and 2 of this Agreement

PART 1 – BASIC SERVICES, DRR SERVICES, AND CLIENT'S RESPONSIBILITIES

A1.01 Phase 1 Maintenance Inspection - Study and Report (Evaluation) Phase - General:

- A. With primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional specialization, DIXON shall:
1. Consult with Client to define and clarify Client's Project requirements, and identify available data.
 2. Assist Client in identifying potential solution(s) to Client's Project requirements.
 3. Assist Client in studying and evaluating the potential solution(s) to Client's Project requirements; recommend to Client the solution(s) which, in DIXON's judgment, meet Client's requirements.
 4. Visit the Site, or potential Project sites, to review existing conditions or facilities.
 5. DIXON's area of professional specialization is the actual steel or concrete, or both, and any applied coatings to those portions of the structure. DIXON's specialization does not include electrical, motors, controls or in some structure's rakes and gears etc. DIXON may or may not list these items under the Responsibility of the Client. It is not DIXON's intent to make the review of these items a condition of the contract merely to remind Client that concurrent reviews may be beneficial to the Client.
 6. Provide field inspection services on a prearranged date.
 7. DIXON's services under the Study and Report Phase, of this Agreement, Report and Evaluation Phase, will be considered complete on the date when DIXON has delivered to Client final copies of the revised Study and Report Phase deliverables.

B. Maintenance Evaluation of Steel Tank by ROV

1. DIXON SERVICES
 - a. Observe the tank's interior coating by Remote Operated Vehicle (ROV) for remaining intactness and anticipated life. All DIXON equipment which has contact with the potable water shall be disinfected prior to insertion. Review all interior girders, surfaces, and appurtenances for possible structural damage from icing or corrosion and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between observation and repair.
 - b. Observe the exterior coating and perform adhesion tests where coating adhesion is questionable. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples will be analyzed for total lead and total chromium by laboratory testing procedures. If it is evident that repainting is not necessary for several years, no destructive testing will be performed.
 - c. Review all exterior appurtenances for damage due to corrosion or other sources.
 - d. Review all safety requirements for ladders, cages, etc., interior, and exterior.

- e. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources, per latest health agency standards of the state where the project is located.
 - f. Review the exterior of the exposed foundations.
 - g. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.
2. Client's Responsibilities
- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
 - b. If required by local or state agencies perform chlorine residuals and bacteriological testing after completion of the inspection.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

- Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce

the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Four Thousand, One Hundred Dollars, \$4,100** and summarized as follows:

SCHEDULE OF VALUES				
<u>Description of Services</u>	<u># of Units</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Basis of Compensation</u>
A1.01- Maintenance Evaluation			\$4,100	Lump Sum
TOTAL:			\$4,100	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.

- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:
 - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON’s responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON’s control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON’s receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a “suspension” or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. **Payments Upon Termination:** In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

April 1, 2026

Jason Postma
Water Operations Manager
Zeeland Board of Public Works
350 E. Washington Ave.
Zeeland, MI 49464

Subject: ROV Maintenance Inspection

Dear Mr. Postma,

Enclosed is the ROV maintenance inspection services proposal for the 500,000 Gallon Double Ellipse (Carlton St) water storage tank.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 292-1288.

FOR DIXON ENGINEERING, INC.,

A handwritten signature in black ink, appearing to read "Eric Binkowski", enclosed within a hand-drawn oval.

Eric Binkowski
Project Manager

Enclosure



1104 Third Avenue
 Lake Odessa, MI 48849
 Telephone: (616) 374-3221
 Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON
 FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **Zeeland Board of Public Works, Michigan** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 1 (Maintenance) services for the 500,000 Gallon Double Ellipse (Carlton St)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$4,100**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Eric Binkowski, Project Manager April 1, 2026
 PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

 APPROVED as CONTRACT BY OWNER POSITION DATE

 Co-SIGNATURE of Contract (if required) POSITION DATE

 AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Jason Postma
Address for Owner’s receipt of notices:
Zeeland Board of Public Works
350 E Washington Ave
Zeeland, MI 49464
Email: jasonp@zeelandbpw.com

Designated Person: Eric Binkowski
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
1104 Third Avenue
Lake Odessa, MI 48849
Email: ericbinkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Agreement Owner: Zeeland Board of Public Works, MI Page 2 of 27
 Exhibits: A, C, E, GP, IR Tank No: 22-70-06-01

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document. [This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner

shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 2. EXHIBIT C, Attachments C-1, and C-2.
 - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
 - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

Article 1 and 2 of this Agreement

PART 1 – BASIC SERVICES, DRR SERVICES, AND CLIENT'S RESPONSIBILITIES

A1.01 Phase 1 Maintenance Inspection - Study and Report (Evaluation) Phase - General:

- A. With primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional specialization, DIXON shall:
1. Consult with Client to define and clarify Client's Project requirements, and identify available data.
 2. Assist Client in identifying potential solution(s) to Client's Project requirements.
 3. Assist Client in studying and evaluating the potential solution(s) to Client's Project requirements; recommend to Client the solution(s) which, in DIXON's judgment, meet Client's requirements.
 4. Visit the Site, or potential Project sites, to review existing conditions or facilities.
 5. DIXON's area of professional specialization is the actual steel or concrete, or both, and any applied coatings to those portions of the structure. DIXON's specialization does not include electrical, motors, controls or in some structure's rakes and gears etc. DIXON may or may not list these items under the Responsibility of the Client. It is not DIXON's intent to make the review of these items a condition of the contract merely to remind Client that concurrent reviews may be beneficial to the Client.
 6. Provide field inspection services on a prearranged date.
 7. DIXON's services under the Study and Report Phase, of this Agreement, Report and Evaluation Phase, will be considered complete on the date when DIXON has delivered to Client final copies of the revised Study and Report Phase deliverables.

B. Maintenance Evaluation of Steel Tank by ROV

1. DIXON SERVICES
 - a. Observe the tank's interior coating by Remote Operated Vehicle (ROV) for remaining intactness and anticipated life. All DIXON equipment which has contact with the potable water shall be disinfected prior to insertion. Review all interior girders, surfaces, and appurtenances for possible structural damage from icing or corrosion and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between observation and repair.
 - b. Observe the exterior coating and perform adhesion tests where coating adhesion is questionable. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples will be analyzed for total lead and total chromium by laboratory testing procedures. If it is evident that repainting is not necessary for several years, no destructive testing will be performed.
 - c. Review all exterior appurtenances for damage due to corrosion or other sources.
 - d. Review all safety requirements for ladders, cages, etc., interior, and exterior.

- e. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources, per latest health agency standards of the state where the project is located.
 - f. Review the exterior of the exposed foundations.
 - g. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.
2. Client's Responsibilities
- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
 - b. If required by local or state agencies perform chlorine residuals and bacteriological testing after completion of the inspection.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

- Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce

the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Four Thousand, One Hundred Dollars, \$4,100** and summarized as follows:

SCHEDULE OF VALUES				
<u>Description of Services</u>	<u># of Units</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Basis of Compensation</u>
A1.01- Maintenance Evaluation			\$4,100	Lump Sum
TOTAL:			\$4,100	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.

- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:
 - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON’s responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON’s control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON’s receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a “suspension” or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. **Payments Upon Termination:** In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

April 1, 2026

Jason Postma
Water Operations Manager
Zeeland Board of Public Works
350 E. Washington Ave.
Zeeland, MI 49464

Subject: ROV Maintenance Inspection

Dear Mr. Postma,

Enclosed is the ROV maintenance inspection services proposal for the 1,250,000 Gallon Standpipe (North) water storage tank.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 292-1288.

FOR DIXON ENGINEERING, INC.,

A handwritten signature in black ink, appearing to read "Eric Binkowski", enclosed within a hand-drawn oval.

Eric Binkowski
Project Manager

Enclosure



1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **Zeeland Board of Public Works, Michigan** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 1 (Maintenance) services for the 1,250,000 Gallon Standpipe (North)** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$4,300**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Eric Binkowski, Project Manager April 1, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER POSITION DATE

Co-SIGNATURE of Contract (if required) POSITION DATE

AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Jason Postma
Address for Owner’s receipt of notices:
Zeeland Board of Public Works
350 E Washington Ave
Zeeland, MI 49464
Email: jasonp@zeelandbpw.com

Designated Person: Eric Binkowski
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
1104 Third Avenue
Lake Odessa, MI 48849
Email: ericbinkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Agreement Owner: Zeeland Board of Public Works, MI Page 2 of 27
Exhibits: A, C, E, GP, IR Tank No: 22-70-06-02

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document. [This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner

shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 2. EXHIBIT C, Attachments C-1, and C-2.
 - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
 - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

Article 1 and 2 of this Agreement

PART 1 – BASIC SERVICES, DRR SERVICES, AND CLIENT'S RESPONSIBILITIES

A1.01 Phase 1 Maintenance Inspection - Study and Report (Evaluation) Phase - General:

- A. With primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional specialization, DIXON shall:
1. Consult with Client to define and clarify Client's Project requirements, and identify available data.
 2. Assist Client in identifying potential solution(s) to Client's Project requirements.
 3. Assist Client in studying and evaluating the potential solution(s) to Client's Project requirements; recommend to Client the solution(s) which, in DIXON's judgment, meet Client's requirements.
 4. Visit the Site, or potential Project sites, to review existing conditions or facilities.
 5. DIXON's area of professional specialization is the actual steel or concrete, or both, and any applied coatings to those portions of the structure. DIXON's specialization does not include electrical, motors, controls or in some structure's rakes and gears etc. DIXON may or may not list these items under the Responsibility of the Client. It is not DIXON's intent to make the review of these items a condition of the contract merely to remind Client that concurrent reviews may be beneficial to the Client.
 6. Provide field inspection services on a prearranged date.
 7. DIXON's services under the Study and Report Phase, of this Agreement, Report and Evaluation Phase, will be considered complete on the date when DIXON has delivered to Client final copies of the revised Study and Report Phase deliverables.

B. Maintenance Evaluation of Steel Tank by ROV

1. DIXON SERVICES
 - a. Observe the tank's interior coating by Remote Operated Vehicle (ROV) for remaining intactness and anticipated life. All DIXON equipment which has contact with the potable water shall be disinfected prior to insertion. Review all interior girders, surfaces, and appurtenances for possible structural damage from icing or corrosion and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between observation and repair.
 - b. Observe the exterior coating and perform adhesion tests where coating adhesion is questionable. Collect coating samples, if necessary, by scraping painted surface to expose substrate. Samples will be analyzed for total lead and total chromium by laboratory testing procedures. If it is evident that repainting is not necessary for several years, no destructive testing will be performed.
 - c. Review all exterior appurtenances for damage due to corrosion or other sources.
 - d. Review all safety requirements for ladders, cages, etc., interior, and exterior.

- e. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources, per latest health agency standards of the state where the project is located.
 - f. Review the exterior of the exposed foundations.
 - g. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.
2. Client's Responsibilities
- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
 - b. If required by local or state agencies perform chlorine residuals and bacteriological testing after completion of the inspection.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

- Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce

the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Four Thousand, Three Hundred Dollars, \$4,300** and summarized as follows:

SCHEDULE OF VALUES				
<u>Description of Services</u>	<u># of Units</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Basis of Compensation</u>
A1.01- Maintenance Evaluation			\$4,300	Lump Sum
TOTAL:			\$4,300	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.

- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:
 - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON’s responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON’s control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON’s receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a “suspension” or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. **Payments Upon Termination:** In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.

TO: Chairperson Boerman and Members of the Board of Public Works
 FROM: Jason Postma, Water Operations Manager
 SUBJECT: Bid Recommendation - HSI Workplace Compliance Solutions EHS and Safety Platform Services
 DATE: May 29, 2026

The following recommendation is submitted for Board consideration.

Background:

Staff have been using GPiLEARN+ for several years as our safety training video management system. The system has helped employees complete required training and has supported BPW’s culture of safety. As BPW’s safety needs continue to evolve, it’s time to take the next step with our safety management program. As we are nearing the end of our current contract with GPiLEARN+, staff recommend that we transition to a comparable program offered by HSI Workplace Compliance Solutions, Inc. Staff began looking at the solutions offered by HSI several months ago because they offer additional utilities beyond the EHS services we currently receive through GPiLEARN+.

HSI is a recognized global leader in workplace safety and compliance markets. HSI has more than 35 years of experience providing workplace safety and compliance solutions, offering a broad range of training, reporting, and compliance management tools, including:

- Incident Management tracking dashboard *(included in proposal)*
- SDS (Safety Data Sheets) Management System *(included in proposal)*
- Interactive Safety Video Training, EHS Platform *(included in proposal)*
- Expanded Education Modules *(Not included, but optional)*

Description:

The proposal from HSI includes a three-year agreement providing EHS single sign-on, SDS Basic, the EHS Learning Platform, module licensing, and legacy data migration services necessary to transition BPW employees from GPiLEARN+ to HSI’s platform.

Bidder Name	Bidder Location	Quote	Meets Specification	Comments
HSI Workplace Compliance Solutions, Inc.		\$39,876.90	YES	RECOMMENDATION

The proposal from HSI offers greater flexibility for safety training and performance tracking while providing an estimated savings of \$18,713 over the three-year contract term, based on the most recent proposal received from GPiLEARN+ (\$58,590).

Recommendation:

Staff recommend awarding a three-year contract to HSI Workplace Compliance Solutions, Inc. for the online safety platform and services outlined in their proposal for a total cost of \$39,876.90, consisting of \$14,762.30 in Year 1, and 12, 557.30 in Years 2 and 3.

If approved, these costs will be allocated against the FY2027, FY2028, and FY2029 Electric and Water Department O&M budgets based on employee registration. The City's Clean Water Department will also participate in the program and will be responsible for covering its proportionate share of program costs.

Attachments: HSI Workplace Compliance Solutions, Inc.: Proposal and Statement of Work (May 20, 2026)



Licensee

Zeeland Board of Public Works
350 E Washington Ave
Zeeland, Michigan 49464-1334

Order Details

Subscription Term: 3-Years
Payment Terms: Net 30

Company Contact

Jason Postma
jpostma@zeelandbpw.com
(713) 457-5236

HSI Representative

Kevin Schneider
kschneider@hsi.com
(616) 389-1912

ANNUAL PRODUCTS			
Product	Quantity	Unit Price	Total Price
<p>EHS Single Sign-On Annual Charge Single Sign-On for the HSI platform simplifies user access across multiple applications with a single set of credentials, improving security and the user experience. Includes setup from the HSI side and ongoing management in the HSI platform.</p>	1	\$1,102.50	\$1,102.50
<p>SDS Basic 500 Basic indexing up to 500 SDS sheets. Categories: identifying. Platform: SDS library access, upload ability, SDS refresh, standard and Ad-hoc reporting, audit trail.</p>	1	\$2,120.00	\$2,120.00
<p>EHS Platform Workers up to 250</p>	1	\$0.00	\$0.00
<p>Multi-Library Tier 2 - Pick up to 10 + HSI LMS Includes up to designated number of courses across libraries including Banking, Business Skills, Human Resources, Selling Skills, Safety & Compliance, and more. List of titles available upon request. HSI LMS including content delivery, automatic course updates, completion certificates, automatic training reminders, training reports & records, notifications and courses uploads (SCORM, PDF, MP4).</p>	250	\$0.00	\$0.00

Module License Fee Modules included: - Checklists - Incident Management	2	\$2,863.70	\$5,727.40
Platform License Fee Includes access to HSI EHS platform for designated number of workers.	1	\$3,607.40	\$3,607.40
		ANNUAL TOTAL:	\$12,557.30

ONE-TIME PRODUCTS			
Product	Quantity	Unit Price	Total Price
Legacy Data Migration - EHS Platform Data from your previous safety system can be imported into the EHS platform. HSI will provide a data template, guidance, and troubleshooting on this process, and host the data in the HSI platform.	1	\$2,205.00	\$2,205.00
		ONE-TIME TOTAL:	\$2,205.00

YEAR 1 TOTAL: \$14,762.30
YEAR 2 TOTAL: \$12,557.30
YEAR 3 TOTAL: \$12,557.30

Terms and Conditions

Initial license is valid for the time as noted by the Period of Agreement. By signing below the Licensee acknowledges acceptance of this agreement subject to the terms and conditions of HSI Workplace Compliance Solutions, Inc’s Software License Agreement found at: hsi.com/terms-conditions.

Billing Information

Unless otherwise specified in this Agreement, actual users in excess of quantity purchased will be invoiced at effective per user rate of package purchased.

Prices shown are in USD and do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Licensee and will appear on the Invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to billing@hsi.com.

Invoices for this order and/or payment receipts may be emailed from arinvoices@hsi.com or billing@hsi.com. Please make sure these email addresses are on an approved setting or safe senders list so notifications do not go to a junk folder or are caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for Licensee’s payment processing of this Order Form? If yes please check this box and provide the PO number below.

Signature

By signing this Order Form, I certify that I am authorized to sign on behalf of the Licensee and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

HSI Workplace Compliance Solutions, Inc.

Zeeland Board of Public Works

Authorized Signature _____

Authorized Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

STATEMENT of WORK



Compiled by HSI Solutions Engineer
Jimmy Bowles
5-20-2026



Background and Purpose

This Statement of Work (SOW) defines the modules and professional services HSI will provide, the expectations for **Zeeland BPW**, and the collaborative structure of the implementation process. The terms and conditions of the Order Form apply to this SOW. Should there be any conflict between the Order Form and SOW, the Order Form shall take precedence.

Scope Overview

As detailed in the draft Order Form, the following modules/module suites are included in the proposed solution:

- Audits/Checklists/Inspections
- Chemical/SDS Management
- Incident Management
- Learning Management

Integrations included are:

Single Sign-On (SSO): Yes	Integration(s):None	Twillio SMS Service*	Google Maps Address Feature
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*The customer will be responsible for establishing an account with Twillio and HSI will integrate the platforms if SMS notifications are desired.

Data migrations included are/from:

Training Records, Incident History, Checklist History

Legacy safety system data can be hosted in the EHS platform. HSI will provide the required data template(s) for you to populate once the related module configuration is complete. HSI will provide guidance and assist with troubleshooting, but clean up and formatting of data is ultimately your responsibility. Once a clean data file is produced, HSI will work with you to import.

Audits/Checklists/Inspections

Module Name:	Audits/Checklists/Inspections
Description:	Create custom checklist and inspection forms that can be completed quickly for frequent safety checks. Workflow is simple and can be directed to interested parties for review. Configure options to capture picture or video attachments, score questions to track specific results, and assign simple actions based on findings.

Chemical/SDS Management

Platform Name:	Basic SDS Management - 500
Description:	Basic SDS Management. Full-service data indexing to Standard levels, including Product ID information. SDS refresh services. The software provides access to: <ul style="list-style-type: none"> • Unlimited Locations • SDS Search Tool • Offline SDS Backup
Reports:	Standard

Incident Management

Module Name:	Incidents, Establishments, Establishments Group
Description:	A suite of modules that captures initial reports of mishaps and near misses, reporting company data used for OSHA 300/300A/301 reporting, and annual hours and annual employee count. <ul style="list-style-type: none"> • Capture reports by workers or supervisors and escalate to safety/management personnel for investigation • Track mishaps and near misses in any category (ex: injury, illness, property, vehicle, or environmental) • Create simple actions • Customize reports and dashboards to aggregate data • Produce OSHA-compliant reports for U.S. locations (300, 300A, and 301 logs) • Enrollments: Create and assign corrective training
Reports:	Standard system reporting, OSHA 300/300A/301 logs

Learning Management System

Platform Name:	Learning Management System (LMS) – Tier 2 Pick 10 up to 250 Learners
Description:	Manage learning opportunities through online learning courses and training events. Track employee certifications, licenses, competencies, and more. Configure custom course content and ad-hoc training requests as needed to facilitate knowledge share and ensure compliance.

Professional Onboarding Package

HSI will implement the EHS, LMS, and SDS solutions concurrently but as individual efforts. Each effort will be assigned a dedicated HSI Implementation Project Manager (IPM), and those IPMs will coordinate with each other and **Zeeland BPW** to deliver a professional implementation.

Onboarding includes the following (brackets denote the solution for which it applies):

- User Management and bulk import of users, locations, and organizations.
- Coordination of resources for integrations listed in this SOW.
- [EHS] Configuration training to support module data imports listed in this SOW.
- [LMS] Consulting on the structure of Requirements, Groups, and Teams.
- [SDS] Coordination of the transfer of SDSs electronically or on paper.
- [SDS] Performing an initial data capture project which could span four weeks (500 SDSs).
- Configuration assistance and administrator training as detailed below.

Configuration and administrator training includes the following:

- Collaboration with your subject matter experts (SMEs) on how each module should be built.
- Training to prepare your system administrators to maintain the system and perform basic troubleshooting after implementation.
- [EHS] Coaching and guidance regarding internal user acceptance testing for each module.
- [EHS] Training for how to create Reports and Dashboards to support finished modules:
 - Up to 2 reports per module
 - Up to 1 dashboard per role
- [EHS] Collaboration on creating up to two Checklists, Audits, or Inspections so you are able to fully create and configure checklist templates in-house.

Up to 70 (20 hours per module for EHS, 20 for LMS, 10 for SDS) IPM hours are included to accomplish the work scope defined herein. Hours that exceed this estimate or any work required outside of that defined above will be considered additional scope and will need a change order. HSI's professional services rate is \$180/hour.

Should the completion of implementation services be delayed due to actions or inactions by you, including but not limited to, failure to provide necessary information, approvals, missed or cancelled meetings without 24 hours notice, or access required for timely completion, you agree to be billed for all additional effort and services rendered at our standard hourly rates. This billing will compensate for effort and services provided beyond the scope of what has been contractually pre-paid.

With a regular meeting cadence and well-defined requirements, a typical EHS module will take approximately six weeks to build.

Expectations of Customer

The following expectations are critical to a successful implementation:

- You will appoint up to three Subject Matter Experts to build the modules and serve as system administrators. These individuals should be technologically savvy and have the time and interest

in becoming an expert on the system.

- You are expected to meet regularly (usually weekly) to review project progress and learn module and system configuration.
- You are expected to plan independent time between sessions to work on module changes, test functionality, and/or research questions with internal contributors to move the build forward.
- Between the build sessions and independent time, expect to spend between 2 – 4 hours a week supporting the implementation.
- You agree to support project milestones. Delays in meeting project milestones, missing scheduled meetings, or not performing assigned tasks during independent time will result in commensurate delays in the delivery of the solution and may require additional funding.
- You should come to each build session with your internal processes and requirements defined and questions from the previous session answered (or at least addressed).
- You will develop an internal roll-out plan to introduce this system to your employees, and be responsible for directly training managers and key personnel who will assist in the system roll-out.
- Following the launch of each module, ongoing maintenance and modifications of the modules and integrations will be performed you with assistance from HSI Support as needed.

IMPLEMENTATION PROCESS



Implementation of each module will follow the path outlined below:

Activity	Owner	Description
Kick-off Call	HSI	Introduce teams, review scope, and discuss the process.
Build Sessions	HSI and Customer	HSI: <ul style="list-style-type: none"> • Collect requirements • Train on how to build modules • Create module relationships as requested Customer: <ul style="list-style-type: none"> • Complete agreed-upon work and have questions prepared • Build modules
User Acceptance Testing	Customer	Conduct review and document any issues.
Issue Resolution	HSI	Resolve in-scope issues from user acceptance testing. Includes one round of changes per module.
Module Sign-off	Customer	Sign-off on module completion.
Module Launch Preparation	HSI	Copy to Production site (allow up to 1 week) as needed. Create Build Document to detail final state of module build(s) at launch.
Module Launch	Customer	Roll-out module to internal employees Create documentation and provide training to any additional administrators as needed
Ongoing Support	Customer and HSI	Customer: <ul style="list-style-type: none"> • Troubleshoot and resolve issues reported to you by internal employees. • Contact HSI Support to open a case when issue needs to be escalated for assistance. HSI: <ul style="list-style-type: none"> • Research issues escalated by customer admin.

Accepted by: **HSI Workplace Compliance Solutions, Inc.**

Accepted by: **Zeeland BPW**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TO: Chairperson Boerman and Members of the Board of Public Works
FROM: Brian L. Coots, Electrical Transmission & Distribution Manager
SUBJECT: Electric Transmission & Distribution Department Projects Update
DATE: June 9th, 2026

Northside Circuit #4 Substation Exit

Electric T&D staff recently completed the Northside Circuit #4 distribution circuit exit project. Approximately one mile of 750 kcmil aluminum conductor was installed to extend three-phase service from the substation switchgear to a new switchgear location at the southeast corner of Riley Street and 88th Avenue.

This marks the second distribution circuit placed into service from the Northside Substation and was completed in accordance with the FY2026 budget. The new circuit will support the planned underground of Riley Street from 88th Avenue to 84th Avenue in FY2027. Adding distribution circuits enhances system reliability by reducing customer counts per circuit and improving load distribution across the electric system. This diversification helps minimize the impact of outages and provides greater operational flexibility for future system growth.

Fairview Circuit Breaker Replacement

Since the last Board update, Kent Power has completed the Fairview 69 kV circuit breaker replacement project, a key component of the FY26 Capital Improvement Plan. A similar project is planned for FY27 at Riley Substation.

The project was completed successfully, with all breakers commissioned and returned to service on May 29. Replacing these aging breakers improves system reliability, reduces maintenance requirements, and enhances protection for critical substation equipment. This investment strengthens the resilience of our transmission system and supports the continued delivery of safe, reliable electric service to our customers.



Near Term Projects

In addition to the ongoing underground projects throughout the City, staff would like to highlight several significant projects on the horizon. We are currently working to provide electric service to the new JR Automation facility on Riley Street. This will be a primary-metered customer, and it is expected to begin service this fall.

Additionally, the new medical suite development on Westpark Way will add a substantial amount of load to the distribution system. Both projects will require distribution system modifications, and staff are actively working to ensure the necessary infrastructure is in place to meet each project's schedule.

These developments represent continued growth within our service territory, and we look forward to supporting our new customers while maintaining the high level of reliability and service our community expects.

Outage Statistics

There was a slight change in the outage statistics compared to last month; however, the numbers remained very consistent with the 2025 average. Since the last meeting, we have experienced several planned outages and two (2) unplanned outages that are reflected in this data. The planned outages were necessary for transformers and aging conductor replacement. Customers were notified in advance, and all work was completed within the scheduled outage window. The unplanned outages were caused by a tele-com excavator and a squirrel.

Outage Statistics	2025	Trailing 12 Months
SAIDI	25.15	24.48
SAIFI	0.26	0.25
CAIDI	95.1	96.61
ASAI	99.995	99.996

TO: Chairperson Boerman and Members of the Board of Public Works

FROM: Brian L. Coots, Electric T&D Manager

SUBJECT: Fairview Substation 69kV Breaker Replacement – Change Order

DATE: June 5, 2026

Description:

As part of the Fairview Substation 69kV Breaker Replacement Project, acceptance testing and commissioning of the three (3) new 69kV circuit breakers were required prior to placing the equipment into service. During project execution, it became apparent that there was miscommunication between Zeeland BPW staff and Kent Power regarding the extent of testing and commissioning services included within the construction contract.

Zeeland BPW staff completed the low-voltage circuit testing, verification of control wiring, and associated commissioning activities related to the breaker replacement project. However, the best industry practices and NERC reliability standards require independent third-party testing and commissioning of high-voltage equipment prior to energization and placement into service. These specialized services are necessary to verify breaker performance, protection functionality, and overall system readiness before the equipment can be safely in-serviced.

To meet the project's commissioning schedule, Kent Power was able to secure Shermco Industries, a qualified substation testing and commissioning contractor, to perform the required high-voltage breaker testing and commissioning services. Staff also explored other potential testing providers; however, alternate vendors were unable to meet the required commissioning window without causing delays to project completion. Kent Power subsequently submitted Change Order Request COR001-REV001 in the amount of \$28,310 for these services. The change order includes subcontracted testing and commissioning services provided by Shermco Industries, specialized commissioning equipment, and Kent Power labor necessary to support the testing activities. These services have already been procured and completed to maintain the project schedule and allow the new breakers to be placed into service.

Recommendation:

Approve Change Order Request COR001-REV001 from Kent Power in the amount of \$28,310 for testing and commissioning services associated with the Fairview Substation 69kV Breaker Replacement Project. With approval of this change order, the total project cost is estimated at approximately \$460,199. No additional project expenses are anticipated, and the Fairview Substation 69kV Breaker Replacement Project is expected to be completed under the approved project budget of \$500,000.

Attachments: Fairview Sub_COR001-69kv Breaker Testing.pdf
Kent Power - ZPW Fairview Sub Contract.pdf

May 27, 2026



Brian Coots
Zeeland Board of Public Water
350 E Washington Ave
Zeeland, MI 49464

Subject: COR001 - 69KV Breaker Testing - REV001
Project #/Name: 2591FAI26 - Fairview Substation
PO #: 30271163
Contract #: 30271163
RFI Associated: NA

Dear Brian,

Kent Power (KP) is submitting COR 001 due to ZBPW requesting for Kent Power to provide testing for the three new 69kv Breakers. Shermco's quote with work scope is attached. We're planning on them being onsite 5/18 and 5/28 as of now for Shermco to perform their testing.

Kent Power has included additional labor for Shermco support.

Shermco has submitted a change order for commisioning equipment as of 5/26/26. Originally Kent Power and Shermco assumed Shermco was to perform only functionality testing but now with them onsite they have been requested to perform commisioning as well.

See attached backup.

Lump Sum Total:
\$28,310.00
(See attached estimate breakdown)

Please let me know if you have any questions or require additional information.

Thank You,

Tristen Nelson
Project Manager
tnelson@kentpower.com
(231) 388-2083

Approver Name (Printed): _____
Approver Name (Signed): _____
Approval Date: _____

Job #	2591FAI26
Job Name	Fairview Substation
Address	320 N Fairview Rd, Zeeland, MI 49464
PO #	30271163
Contract #	30271163
Customer	Zeeland Board of Public Water
Manager	Brian Coots
Engineer	



Invoice Summary

Labor Total Cost	\$	2,955.40
Equipment Total Cost	\$	-
Vendor Invoices (Rented Equipment, Materials, Subcontractors)	\$	25,355.00
Remob Fee		
Grand Total	\$	28,310.40

CONTRACT AGREEMENT

ZEELAND BOARD OF PUBLIC WORKS
FAIRVIEW SUBSTATION 69KV BREAKER REPLACEMENT CONSTRUCTION PROJECT

THIS AGREEMENT is by and between _____ (ZEELAND BOARD OF PUBLIC WORKS) ("Owner") and _____ (KENT POWER UTILITY SERVICES LLC) ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Fairview Substation:

The project scope includes the replacement of three (3) existing 69kV SF6 Power Circuit Breakers including modifications of circuit breaker foundations, control conduit replacement and relocation, control cable replacement, primary drop lead reconfiguring, breaker acceptance testing, minor grounding modifications, and other equipment as indicated on the drawings.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Fairview Substation 69KV Breaker Replacement Construction Project

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by

Brian Coots

Zeeland Board of Public Works

3.02 The Owner ("Brian Coots") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **Friday May 15, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **Friday June 12, 2026**.

4.03 *Liquidated Damages*

A. NONE on this project

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. Total of Lump Sum Amount and Unit Price Work \$ 113,595.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. Ninety percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. Ninety percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety- five percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Ninety percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of six percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Bid form (pages 1 to 4, inclusive).
 - 3. Bid bond (pages 1 to 2, inclusive).
 - 4. Performance bond (pages 1 to 2, inclusive).
 - 5. Payment bond (pages 1 to 2, inclusive).
 - 6. General Conditions (pages 1 to 64, inclusive).
 - 7. Supplementary Conditions (pages 1 to 3, inclusive).
 - 8. Specifications as listed in the table of contents of the Project Manual dated **January 2026**.
 - 9. Drawings as issued by
 - 10. Addenda (numbers 1).

11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 2, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Discrimination

- A. 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, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

IN WITNESS WHEREOF, Owner and Contractor have signed three (3) copies of this Agreement. This Agreement will be effective on 3/25/2026.

OWNER: Zeeland Board of Public Works

CONTRACTOR:

Kent Power Utility Services LLC

By: [Signature]
Title: GENERAL MANAGER

By: [Signature]
Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
Title: Electric T&D Manager

Attest: [Signature]
Title: ESTIMATING Admin.

Address for giving notices:

Address for giving notices:

7800 Childsdale Ave
Rockford MI 49341

License No.: NA
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

ELECTRIC DEPARTMENT REPORT
April 2026

<u>OPERATIONS</u>	<u>April 2026</u>		<u>April 2025</u>		<u>PERCENT CHANGE</u>
BPW	258,824	KWH	46,758	KWH	453.5%
RENEWABLES	8,756,663	KWH	8,771,221	KWH	-0.2%
PURCHASED POWER	28,898,562	KWH	26,429,537	KWH	9.3%
SYSTEM TOTAL	37,914,049	KWH	35,247,516	KWH	7.6%

<u>ENERGY SOLD</u>					
RESIDENTIAL	3,122,970	KWH	3,020,084	KWH	3.4%
COMMERCIAL	2,165,754		3,002,566		-27.9%
INDUSTRIAL	31,044,221	KWH	27,318,787	KWH	13.6%
PUBLIC	2,119,991		2,056,610		3.1%
SYSTEM TOTAL	38,452,936	KWH	35,398,047	KWH	8.6%

<u>CHARGES FOR SERVICES</u>					
RESIDENTIAL	\$353,702.51		\$319,958.78		10.5%
COMMERCIAL	\$236,517.91		\$277,928.00		-14.9%
INDUSTRIAL	\$2,573,423.41		\$2,140,233.38		20.2%
PUBLIC	\$201,317.41		\$179,949.60		11.9%
STREET LIGHTS	\$10,454.97		\$10,277.05		1.7%
TOTAL CHARGES	\$3,375,416.21		\$2,928,346.81		15.3%

<u>CUMULATIVE FOR FISCAL YEAR</u>					
KWH PURCHASED AND GENERATED	389,511,862	KWH	376,780,851	KWH	3.4%
KWH SOLD	381,005,363	KWH	369,083,864	KWH	3.2%
SYSTEM LOSSES	8,506,499	KWH	7,696,987	KWH	
SYSTEM LOSSES (PERCENT)	2.2%		2.0%		
TOTAL CHARGES FOR SERVICES	\$32,254,014.68		\$30,826,626.25		
AVERAGE RATE PER KWH SOLD	\$0.08466		\$0.08352		1.4%

<u>PEAK HOUR</u>					
PURCHASED POWER - 4/22/26 @ 12PM	66,932	KW	70,059	KW	
POWER GENERATED	0	KW	0	KW	
TOTAL PEAK	66,932	KW	70,059	KW	-4.5%
ALL TIME PEAK - 91,663 KW - 6/24/25 @ 2PM					

<u>RENEWABLE ENERGY CREDITS</u>	Monthly RECs Generated	REC Bank (Available)	Pending (Est.)	Total (with Pending)
BEEBE WIND FARM	648	13,632	2,450	16,082
PEGASUS WIND FARM	3,373	81,945	14,039	95,984
ASSEMBLY SOLAR 1	1,338	32,216	4,407	36,623
ASSEMBLY SOLAR 2	1,644	40,478	5,481	45,959
INVENERGY SOLAR	1,524	37,603	3,947	41,550
BRANDT WOODS SOLAR	394	0	5,611	5,611
WHITE TAIL SOLAR	435	0	1,425	1,425
PURCHASED	0	0	0	0
TOTALS:	9,356	205,874	37,360	243,234
2025 COMPLIANCE REQUIREMENT:				64,442
2026 COMPLIANCE REQUIREMENT:				66,072
BALANCE (Carry Forward):				112,720

VOLUNTARY GREEN PROGRAM - 2025	0.0	59	0	59
VOLUNTARY GREEN PROGRAM - 2026	6.6	24	0	24

Note 1: 'Pending' RECs have been generated, are due to the BPW and are awaiting transfer

Note 2: RECs counts include estimated, applicable Michigan Incentive RECs (iRECs)

Note 3: 64,442 RECs and 59 VGP will be retired for CY2025 compliance by 6/30/2026

<u>MARCH 2026 FUEL AND PURCHASED POWER COSTS</u>	<u>TOTAL COST</u>	<u>KWH</u>	<u>AVERAGE COST (MILLS)</u>
FUEL USED AT PLANT	\$7,760.10	116,029	66.88
PURCHASED POWER	\$2,384,174.81	37,699,397	63.24
SYSTEM TOTAL	\$2,391,934.91	37,815,426	63.25

<u>POWER COST ADJUSTMENT FACTOR (PCA)</u>	
MONTHLY PCA CALCULATION: = (SYSTEM AVERAGE COST - 60.00) X 1.04 X 0.001	\$0.003383
PCA - 12 MONTH ROLLING AVERAGE:	\$0.007647

TO: Chairperson Boerman and Members of the Board of Public Works

FROM: Robert Mulder - Power Supply & Market Operations Manager / Utilities Manager Designee

SUBJECT: Power Production and Buildings & Grounds Department Report

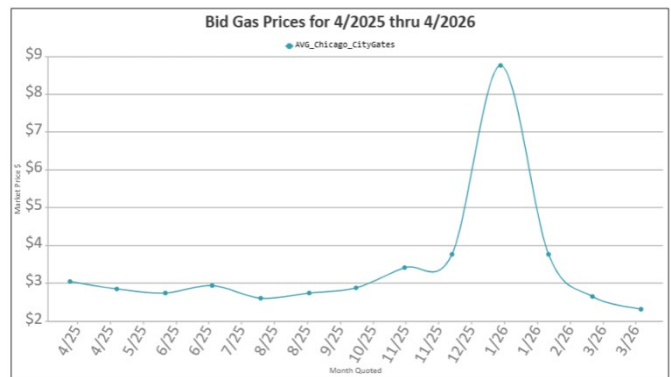
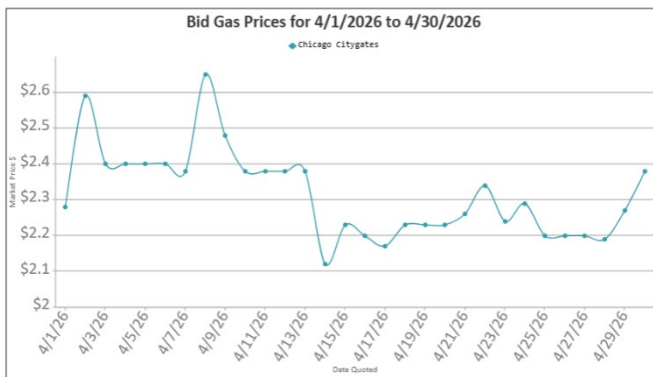
DATE: June 5, 2026

Executive Summary

April energy requirements increased 7.6% year-over-year while system peak demand decreased 4.5%. Renewable resources supplied 23.1% of our monthly energy needs, major capital projects remain on schedule and within budget, and staff completed preparation of the Integrated Resource Plan for public release and Board review.

Operations & Power Supply: April 2026

- Operation of the BPW’s on-system generating units significantly increased (453.5%) year-over-year. This was primarily due to increased day-ahead dispatching and market volatility during the week of April 20th, particularly during the early evening hours (6-10 p.m.).
- BPW renewables decreased (0.2%) year-over-year, accounting for 23.1% of our monthly energy.
 - The BPW received 4,734,646 kWh from our (5) solar PPA’s, 12.5% of our monthly energy.
 - The BPW received 4,022,017 kWh from our (2) wind PPA’s, 10.6% of our monthly energy.
- Purchased power increased by 9.3% year-over-year, accounting for 76.2% of our monthly energy.
- Total energy requirements increased by 7.6% year-over-year for a total of 37,914,049 kWh.
- System demand decreased by (4.5%), reaching a peak of 66,932 kW on 4/22/2026.
- MISO Market prices for the month remained relatively stable despite modest year-over-year increases.
 - Day-Ahead average: \$40.498/MWh (+9.7% year-over-year)
 - Real-Time average: \$40.100/MWh (+10.6% year-over-year)
- Natural gas spot market prices:
 - The month began at \$2.28/MMBtu and closed at \$2.38/MMBtu with a range of \$2.12 - \$2.65.
 - Monthly average: \$2.316/MMBTU – A (24.1%) decrease year-over-year from April 2025’s average of \$3.05/MMBtu.



Renewable Energy Credits (RECS): April 2026

- During April, an estimated 9,356 RECs were generated (pending) in the MIRECS system from Beebe, Pegasus Wind, and the Assembly / Invenergy / Brandt Woods / White Tail Solar PPAs.
- Voluntary Green Program participation remained steady with five (5) customers, totaling 6.6 RECs.

- The BPW's MIRECs account balance presently stands at 205,874 (2023-2025 vintage), with a projected total of 243,234 including pending RECs for late 2025 and 2026 year-to-date.
- The 2025 compliance requirement of 64,442 will be submitted in advance of the June 30 deadline, with a projected balance of 178,792 (141,432 received, 37,360 pending).

Projects & Department Updates

- **Integrated Resource Plan (IRP) Update & Stakeholder Engagement Project:** Staff and nFront finalized the draft IRP report, which will be released on June 5 in the packet for the special joint meeting of the BPW Board and City Council, scheduled for June 11. nFront and staff will present the findings, address questions, and discuss next steps. MPPA staff will also provide an update on their Resource Adequacy / Behind-The-Meter Generation (BTMG) Project, for which Zeeland is evaluating participation. Project updates will continue to be posted on the BPW Power Supply Strategic Planning website. <https://zeelandbpw.com/power-generation-supply>
- **MPPA BTMG / Resource Adequacy Project Initiative:** This was discussed in-depth at the May Board meeting, specifically with regard to potential ownership structures. A meeting of potential host-community members was held on May 21, 2026. This initiative remains a top priority for MPPA members and staff; a formal recommendation from MPPA regarding Zeeland's participation and offtake is anticipated in early 2027.
- **Power Plant Natural Gas Main Replacement Project:** This project was substantially completed in mid-May, with only exterior painting of piping, installation of bollards, and other minor tasks scheduled to be completed by SEMCO later this summer. Our team of SEMCO Energy, Northern Boiler Mechanical, and BPW staff worked collaboratively to complete the project on schedule, within budget, and without operational disruptions or safety incidents.
- **Power Plant Cooling Tower PLC Upgrade:** This project includes upgrading an Allen-Bradley CompactLogix controller with an updated version for both modernization and to provide Modbus/TCP communication capability for integration with SCADA, which will be performed by BPW staff. The project is underway and scheduled for completion by June 30.
- **Lead Electric System Operator Position Posting:** With the anticipated retirement of Lead Electric System Operator Bryan Kuiken, a recruitment posting for the position will be issued in the coming weeks. Staff have updated the job description and have been working with City Human Resources personnel to facilitate that process.
- **MMEA General Membership Meeting & MPPA Stakeholders Event:** This annual event was held on Thursday, May 14, at Frederik Meijer Gardens and Sculpture Park in Grand Rapids, MI. The event included several guest speakers focused on industry trends and challenges facing electric utilities.

Buildings & Grounds

- **BPW Office Remodel & Expansion Project:** The project remains on budget and on schedule with construction targeted for completion in late June. A move-in date of Thursday, July 16, is being planned by the Customer Service Team, with the office being closed that day for relocation. The new building is scheduled to be open to customer traffic on Friday, July 17. An amendment to Lakewood Construction's contract to include landscaping and irrigation services as part of their general contracting services will be presented, although no change in the approved project budget is expected.
- **General Facilities Work:** Buildings & Grounds staff continue supporting a variety of facility improvement projects including mowing, trimming, and painting electric T&D cabinets in addition to supporting the office remodel and expansion project.



TO: Chairperson Boerman and Members of the Board of Public Works
FROM: Robert Mulder – Power Supply & Market Operations Manager
CC: Brian Hoezee – Buildings & Grounds Foreman
SUBJECT: BPW Office Renovation and Expansion Project - Landscaping Change Order Recommendation
DATE: June 5, 2026

The approved budget for the BPW Administration Office Renovation and Expansion project included funding for the landscaping and irrigation improvements necessary to complete site development associated with the project. These services were not included in Lakewood Construction's general contracting services contract (\$2,197,097); however, a \$50,000 allocation for these services was included within the BPW's Scope Additions budget (\$101,850), along with other project-related services and project contingency.

In recent weeks, staff determined that the project could be most efficiently executed and managed by adding these services to Lakewood's contract, transferring responsibilities for these budgeted services from direct BPW procurement to Lakewood Construction through a contract change order. This allows Lakewood to better manage all final completion aspects of the project as construction is completed over the next month.

Recommendation:

Staff recommend approval of a change order in the amount of \$57,089 to Lakewood Construction for administration and installation of the landscaping and irrigation improvements associated with the project. This amount includes an 8% construction management fee. If approved, Lakewood's amended total contract will be \$2,254,186. No increase to the approved total project budget of \$2,750,000 is anticipated, as funding for these services was previously included with the approved Scope Additions budget allocation. The proposed change order exceeds the original landscaping allocation by \$7,100; however, sufficient contingency funds remain to cover this.

While BPW could procure these services directly, staff believe incorporating them into Lakewood Construction's contract is the most efficient approach given the project's scale and the need to coordinate scheduling, subcontractors, and final site-completion activities.

If approved, this expense will be allocated against the BPW Administrative Office Expansion & Renovation project per the approved amended project budget and allocated on a 75%/25% basis between the Electric and Water Departments.

Attachments: Lakewood Construction: Zeeland BPW Office Addition – Change Order Request PCCO#8 (6/5/2026)

Change Order Request - PCCO#8

Project: Zeeland BPW Office Addition
Lakewood Project: 25005
Date: 06/05/2026

We are requesting a change order to the Lakewood contract for adding the Landscape and Irrigation trades that were previously planned to be executed by Zeeland BPW.

01-3200L Lakewood PM and Super	\$ 1,875	Added mgmt time and extended project duration
01-6200A Project Insurance	\$ 524	Scope Increase - 1% Insurance
32-8000S Irrigation	\$ 10,000	Attached contractor proposal
32-9000S Landscape	\$ 40,500	Attached contractor proposal
50-9999 Lakewood OH&P	\$ 4,190	Contract Fee
Total CO Request	\$ 57,089	

Thank you!



James W Smith

Sr Project Manager

Lakewood Construction

Proposal



Shoreline Sprinkling

135 N State Street Zeeland MI 49464
616.879.0060 Phone 616.879.0063 Fax

Quotation Date: June 5, 2026
Designer: Thad Bulthouse

TO: Lakewood Construction James W Smith
Project: Zeeland BPW
Washington Ave.

Phone 765.427.3739
Email: [James W Smith PE, SE <jsmith@lakewoodinc.com>](mailto:James.W.Smith.PE.SE@lakewoodinc.com)

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	<p>Installation of an automated underground irrigation system. Use existing new 1" backflow device and existing controller salvage 2 existing zones in non construction areas. Repair / replace mainline and control wires 8 approximately 8 new zones including landscape drip zones. Time & materials allowance \$10,000.00</p> <p>Note: Additional cost may apply if proposed existing zones are heavily damaged or existing controller is non working.</p>		10,000.00

Warranty: One year for any material or labor defects from date of installation, 50 year Oil Creek poly pipe warranty and warranties as listed above.

Customer shall provide: Physical markings for location of property lines and/ or staked by a recognized survey company. Physical markings on site or on print for the location of any underground obstructions, such as private power lines, drain lines, wires, septic, and buried materials.

Payment to be made in full upon completion. The property owner agrees to pay all costs as may be involved for the collection of proposal amount or any unpaid balances plus interest. The company will not be held responsible for damage to or any damage resulting from underground installations, utilities, services, etc., that the presence or location of which had not been disclosed of by the property owner to the company. The property owner hereby agrees to hold harmless and indemnify the company for any such charges. The parties further agree that the price quoted herein does not include costs of installation incurred by the company as a result of routing the system through or around any hidden or unknown buried obstructions or hindrances unless such obstructions or hindrances have been disclosed to the company and included or described in the proposal. Property owner(s) agree to pay additional expenses incurred herewith.

   	SUBTOTAL	10,000.00
	TAX	included
	DOWN PAYMENT	
	PROPOSED PRICE	\$10,000.00

Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date of Approval: _____

By: _____

Print: _____

Respectfully Submitted,

Shoreline Sprinkling, Inc.

By: _____ Thad Bulthouse

*Note: We may withdraw this proposal if not accepted within 30 days

Thank you for choosing Shoreline Sprinkling for your irrigation needs!

Lakewood Construction
11253 James St.
Holland, MI 49424

Project:
Zeeland BPW Administration Office

Landscape Proposal

Plant Material installed per Sheet 7 & plan by ILM

Plant Material	Size	Qty.	Plant Material	Size	Qty.
Maple, Red Sunset	2/2.5"	3	Grass, Karl Foerster	1 gal	18
Dogwood, Kousa	7/8'	2	Coralbells	1 gal	12
Crabapple, Prairiefire	2/2.5"	8	Astilbe	1 gal	12
Fir, Concolor	6/8'	3	Hosta	1 gal	22
Hornbeam	2"	2	Allium	1 gal	30
Birch	14'	1	Coneflower	1 gal	18
Hydrangea (perimeter)	3 gal	24	Daylily	1 gal	18
Lilac, Dwarf	3 gal	9	Sedum	1 gal	6
Boxwood	3 gal	18	Salvia	1 gal	12
Hydrangea	3 gal	22			
Rose, Knockout	3 gal	6			
Spirea	3 gal	7			
Azalea	3 gal	6			

Hardwood shredded mulch installed in landscape beds and around trees

Lawn Installation – approx. 10,000 sq. ft.

Prep – Harley rake and hand rake

Hydroseed – West MI 50/50 Seed Mix

Total Lawn & Landscape \$40,500

Keith Boerman

Integrity Landscape Mgt.

6/4/2026

TO: Chairperson Boerman and Commissioners

FROM: Andrew M. Boatright, General Manager

SUBJECT: Item 7 - Other Business – June 9, 2026 Board of Commissioners Meeting

DATE: June 5, 2026

- A. Bid Recommendation: SCADA Switch Replacements: Please refer to IT Director Maloney's memo dated May 13, 2026 found under this tab.

Requested Action: Approve the purchase of replacement BPW SCADA network switches and related fiber modules from Express Systems and Peripherals Inc. in an amount not to exceed \$22,207.50, waive the formal three-bid process, and authorize the purchase as a sole source procurement.

- B. Approve 2026 Community Grant Award(s): The 2026 Zeeland BPW Community Grant application process opened on April 1 and closed on May 4, resulting in eight (8) applications requesting funding for projects focused on recreation, public health, housing stability, environmental sustainability, youth programming, and community infrastructure improvements. Requested grant amounts ranged from \$2,500 to \$25,000 and reflected a broad mix of community investment opportunities intended to improve quality of life, expand access to services and recreation, support vulnerable populations, and strengthen long-term community assets throughout Zeeland. Several applications also demonstrated collaborative partnerships, supplemental funding sources, and long-term sustainability planning aligned with BPW community investment priorities. A summary page of grant applications is provided under this tab. Commissioners are asked to be prepared to discuss the requests at the June 9 regular meeting, with the possibility of making award recommendations at that time.

Requested Action: Motion directing staff to award Community Grant Program funding as determined by the Board of Commissioners.

- C. Informational – The Bridge Youth Center: Bridging Generations Community Grant Deferral Request: The Bridge Youth Center was awarded a FY2026 Community Grant in the amount of \$7,500 for its "Bridging Generations" initiative. The program is designed to address the community need for increased opportunities for senior engagement while fostering meaningful intergenerational relationships between seniors and youth. The initiative would provide a daytime gathering space for seniors, offer recreational, fitness, and educational programming, and create opportunities for seniors to serve as mentors and volunteers for youth participating in The Bridge's after-school programs. In May 2026, Executive Director Jed Mulder contacted staff to advise that significant organizational activities and emerging priorities have impeded The Bridge's ability to implement the project as proposed. (See the included May 2026 newsletter which provides further details regarding the aforementioned emerging priorities.) As a result, The Bridge has requested consideration of a one-year deferral of its grant funding. Staff have reviewed the request and determined that, from a fiscal standpoint, the grant funding can be deferred and incorporated into the FY2027 budget without adverse impact. Therefore, staff recommend allowing a one-year deferral of the \$7,500 grant award, provided there is no objection from the Board of Commissioners. Staff welcomes the Commissioners' feedback and direction regarding this request.

- D. Informational - MPIA Spring 2026 Board Meeting Update: The Michigan Professional Insurance Authority (MPIA) Board met on May 20, 2026, in Grand Haven. The meeting agenda and draft minutes are included under this tab for reference. The Board received an investment performance review from Diamond Capital Management and reviewed the Authority's financial statements and FY 2027 budget. The Board approved the FY2027 budget, accepted the DFIS examination report and compliance plan, approved insurance renewals, and adopted the updated Memorandum of Coverage and Rider 1. The Board also elected Bob Mulder as Vice Chair/Treasurer and authorized him as a signer on the Bank of Indianapolis account. Operational updates were provided and all action items were approved unanimously. The Fall meeting is scheduled for October 7, 2026, in Zeeland.
- E. Thank You's: Zeeland BPW recently received two thank-you notes recognizing our support of important community programs. The City of Zeeland expressed appreciation for our sponsorship of the Music on Main summer concert series, noting that our partnership helps keep downtown vibrant, connected, and active throughout the summer. We also received thanks from Ottawa Area ISD for our contribution to its 2026 Fun Day event, which served more than 100 families and nearly 300 children and family members. The committee highlighted the value of community partnerships in supporting local families and children enrolled in early childhood programs and services. These acknowledgments reflect BPW's ongoing commitment to investing in programs and events that strengthen our community and enhance quality of life for the community we serve. The thank-you notes can be found under this tab.
- F. Upcoming Events:
- **Next Regular ZBPW Board Meeting, Tuesday, July 14, 2026, 3:30 p.m., Water Warehouse Meeting Space, 330 E. Washington Ave, Zeeland**
 - IRP Final Report Presentation: Joint Meeting of City Council & BPW Board, Thursday, June 11, 6:00 p.m., Howard Miller Community Center West Activity Room
 - APPA National Conference, June 29-July 1, Boston, MA
 - Independence Day Observed, Friday, July 3 (Offices closed)



BPW BOARD MEMORANDUM

TO: Chairperson Boerman and BPW Board Members
FROM: Tim Maloney, IT Director
SUBJECT: Board of Public Works SCADA Switch Refresh
DATE: May 13, 2026
CC: BPW Board Agenda June 9, 2026

Background:

Zeeland Board of Public Works SCADA (Supervisory Control and Data Acquisition) networks provide the communication infrastructure used to monitor and support critical utility operations. The BPW SCADA network switches included in this request are scheduled for replacement as part of the City's normal infrastructure lifecycle planning.

Because this infrastructure supports security-sensitive operational technology systems, the specific switch and fiber module models have been intentionally omitted from this public memorandum.

This request was presented and approved by City Council before BPW Board consideration due to current equipment lead times.

Proposal:

It is proposed that the City purchase replacement network switches and related fiber connectivity modules for the BPW SCADA network. The replacement equipment will maintain consistency with the City and BPW's existing SCADA network standards and allow staff to continue using a common platform for configuration, monitoring, troubleshooting, and support.

The proposed purchase includes the following equipment:

Description	Cost	Qty	Total
Network switches	\$1405.00	10	\$14,050.00
Fiber modules	\$355.00	20	\$7,100.00

A 5% contingency is recommended to address potential pricing changes, shipping costs, or related procurement adjustments prior to final purchase:

Description	Total
5% contingency	\$1,057.50
Total not-to-exceed	\$22,207.50

Capital funds in the amount of \$36,000 were previously requested and allocated for the BPW SCADA switch refresh. The proposed purchase, including contingency, remains within the approved capital allocation.

Express Systems and Peripherals Inc. is recommended as the sole source vendor for this purchase. The equipment must remain consistent with existing SCADA network standards, management practices, configuration requirements, and operational support needs. For this reason, staff recommends that the formal three-bid process be waived in accordance with the City's purchasing policy and that Express Systems and Peripherals Inc. be treated as the sole source vendor for this procurement.

Recommendation:

It is recommended that the BPW Board approve the purchase of replacement BPW SCADA network switches and related fiber modules from Express Systems and Peripherals Inc. in an amount not to exceed \$22,207.50, which includes a 5% contingency, using previously approved capital funds.

Suggested Motion:

Motion to approve the purchase of replacement BPW SCADA network switches and related fiber modules from Express Systems and Peripherals Inc. in an amount not to exceed \$22,207.50, waive the formal three-bid process, and authorize the purchase as a sole source procurement.



Tim Maloney, IT Director

Zeeland Board of Public Works – Community Grant Overview 2026

	Organization Name	Project Title	Requested Financial	Notes	Reviewed
1	Upward Bound Ministries	Let's Roll: Upward Bound	Up to \$25,000	This project will involve upgrades to bowling lanes, buses, gym equipment and summer programming.	<input type="checkbox"/>
2	City of Zeeland	Community Playground Relocation and Reuse Project	\$25,000	The Community Playground Relocation and Reuse Project will salvage and repurpose playground equipment from the existing Bethel Church site and relocate and reinstall on new property.	<input type="checkbox"/>
3	Ottawa County Community Action Agency	Zeeland Water Repair Program	\$22,500	This project will continue and expand our Water Repair Program with a focused effort to serve households within the Zeeland Board of Public Works (ZBPW) service area.	<input type="checkbox"/>
4	Children's Advocacy Center of Ottawa County	2026 Kickoff to Summer Kids Camp	\$2,500	They are seeking a sponsorship of \$2,500 from Zeeland BPW to be the first ever Presenting Sponsor of their summer youth camp.	<input type="checkbox"/>
5	Lakeshore Habitat for Humanity	Zeeland Home Repair & Energy Efficiency Initiative	\$25,000	Support a targeted home repair and energy efficiency initiative serving low-income homeowners in the ZBPW service area.	<input type="checkbox"/>
6	Zeeland Christian	Zeeland Christian School Capital Projects Proposal	\$25,000	Support capital projects focused on improving aging infrastructure and enhancing outdoor learning environments that serve not only their students, but the broader Zeeland community.	<input type="checkbox"/>
7	City on a Hill Ministries	Upgrading Outdated Laboratory Equipment to Improve Access to Care for Uninsured Patients	~\$10,000	Funding will be used to purchase updated laboratory equipment to replace outdated machines currently used in patient care.	<input type="checkbox"/>
8	Zeeland Recreation (Zeeland Public Schools)	Expanding Access to High-Quality Recreation Opportunities for All Ages	\$25,000	Recreation improvements through one-time equipment upgrades for aquatics, fitness, and youth programs, enhancing existing activities such as basketball, cheer, dance, football, motor development, and STEM.	<input type="checkbox"/>



A New Chapter for The Bridge Youth Center

We have some BIG news to share!
The Bridge Youth Center is moving!



But why? We love this place



Will I feel Safe?



Will I be Loved?



Always!

Will I feel valued and will people care about me?



The mission of the Bridge will always be to provide a place where all kids are Safe, Loved and Valued, surrounded by caring community members who introduce them to Christ's love in all that they do. Change can be hard to accept at times. It makes us nervous and uncomfortable. We want questions answered and details unveiled, yet God simply wants us to follow and trust that He will provide. Our move is not immediate, nor has the decision been one without deep struggle, wrestling and constant prayer.

What's next?

After nearly 165 years, the leadership of First CRC have set a closing date. The entire First Christian Reformed church complex, including the current Bridge location will be the new home for a growing Grace Fellowship Orthodox Presbyterian Church. We want to extend our gratitude to the congregation of First CRC. It was their vision and radical generosity that transformed an idea into more than just a facility. They built a sanctuary for the youth in Zeeland.

Trusting in God's plan for the Bridge, our board has agreed to move a mile west to 435 W Main. This is the current site of Grace Fellowship and former home of The Foundry Church and Huizenga Foods store. This move will allow the Bridge full ownership, with the chance to expand opportunities for all.

The Bridge Youth Center remains committed to the students and families we have served so diligently for the past 25 years and look forward to new generation of relationships. While we can never have a more ideal location for a youth center than a block from a middle school, we believe God has and provided a new home for kids and families to invest in for the long term.



Thankfully, there will be a year of transition where renovations will take place before the physical move will actually occur. This will allow us the chance to operate at our current location throughout the 26-27' school year.

Our first task will be to raise funds for renovating the inside of the facility to accommodate the middle and high school students we see every school day. We also know that a gym is a vital component when working with young people, so phase two will focus on the addition of a gym and space for some outside seating. Transportation will be our next challenge as we get closer to launch.

We invite you to share with us your talents and blessings. We need volunteers to help in programming, transportation, help with renovations, maintenance, cleaning and providing food for kids every day. Financially, we will be launching a capital campaign that will be targeting 1.75 million dollars to complete the renovations, build a gym and obtain the necessary transportation.

A Little Background

In 1991, the Zeeland Action Coalition sponsored a Town Meeting to discuss the needs of youth in the Zeeland community. Much of the discussion—which included many students from the local area—centered around the need for more structured and supervised alternatives for youth during after school hours. People came away from this meeting discussing the need to build a community youth center for the Zeeland community.

It was from this meeting that members of First Christian Reformed Church began meeting to discuss the idea of a downtown youth center.



The Church responded to this vision and raised money for and built a 19,500 square foot facility for the Bridge Ministry Center adjacent to the main church building on Main Street in downtown Zeeland. On the morning of September 11, 2001, one of our local newspapers released its edition headlining the local murder on Wall Street. At 8:46am our world was forever shaken when the first of two World Trade towers were struck in New York City. The aftermath in the hours to come brought more fear and terror to each of us huddling alongside our TV's. The newspaper went back to work and released a second edition, moving the murder on Wall Street to page three. Our entire community was struggling with where to feel safe. At 2:35pm on September 11, 2001, the Bridge opened our doors at 210 E Main for the very first time. Kids poured into the Bridge lost, confused, searching and in desperate need of to feel safe, loved and valued. The Bridge staff and volunteers surrounded these students by listening, consoling and showing them Christ's love in all that they did that day.

The Bridge Youth Center is an independent 501 c3 faith-based non-profit that depends on our community for support. Over the years, we have grown from a once a week after school drop-in experience to a nearly every-day programming operation. We invest in the children we serve and build deep relationships between students, families and our staff.

Invested in our Community

During my 20 years, The Bridge Youth Center has hosted student funerals, walked alongside families of murder victims, suicides, fatal car accidents, disease and abuse. We have celebrated baptisms, professions of faith, intergenerational relationships, graduations, open houses and community service. When COVID hit in March of 2020, we transformed into an emergency food bank. We partnered with Zeeland schools for over a year and a half, to provide 26,169 kids with over 247,490 meals. In addition, our local churches and community members provided daily essentials, such as toilet paper, diapers, cleaning supplies, fresh vegetables, eggs and far more. All the while we were doing everything we could think of maintaining relationships with our students.

We invested in our current site by adding new flooring, renovating the walls and giving it a fresh new look. We added new programs targeting the needs students are facing.



Every day kids are provided with transportation from school, a meal once they arrive and a safe place to belong. Mentors help with homework, provide a listening ear and develop meaningful relationships that are life giving for both adult and student. For those seeking a deeper connection spiritually or to the community around them, we address the numerous kids without a church affiliation by offering "It's Amazing" from 5 to 7pm on Wednesday nights. Here we visit fantastic aging seniors, share life together, pray for each other and generally just care for one another. Discussions can go deep and lives are changed simply because students see a community that participates in their lives and truly cares. The Bridge is a melting pot where Christ is at work every day in the hearts of the kids we serve.

Save The Date

The Bridge Youth Center Community Golf Challenge

Friday, August 28
8:30 AM Shotgun

Put your foursome
together and save
the date
More info to come!



The Bridge Youth Center Board of Directors

Brandan Compagner
President
Gowan Seed Co.

Jed Mulder
Executive Director

Ryan Elenbaas
Vice President
Vision Financial

Mary Jo Boerman
Boerman Law

Pastor Eric Barnes
Secretary
Second Reformed

Bentley Kollen
*Zeeland Farm Services,
Inc.*

Pastor Dewey Thompson
Treasurer
First Reformed

Phung Lam
*Magna Mirrors, City of
Zeeland*

Lynette Lam
Zeeland Festivals

Johann DeJong
Gentex

Jeff Carlson
Zeeland Public Schools

Emeritus Board Members who continue to serve:

Kurt Van Koevering	Mary Beth Timmer
Rick Zuverink	Rick VanDorp
Jim Fortney	Charles Werling
Jackie Curtiss	Al Crothers
Justin Johnson	Jeff Lambert



The Bridge Youth Center Staff

Jed Mulder

Executive Director

Scott Baumgartner

Youth Development

Coordinator

Nycole Kragt

Student Services Coordinator

Fred Louis

School and Mentoring

Jill Mulder

Volunteer Coordinator

Hannah VanderGeld

Engagement Coordinator

210 E Main . Zeeland, MI 49464

616-772-3843

jed.mulder@bymczeeland.org

info@bymczeeland.org



@bmczeelandmi



@bmczeeland

www.bymczeeland.org

Ways to Get Involved

1). Volunteer

Providing food for kids after school Cleaning
Mentors for Bridge to Excellence Back Pack Check-in
Gym supervision Help with Mailings Its Amazing leaders
We would love to talk with you about other ways to get involved.
Call us or check us out at www.bymczeeland.org/volunteer

2). Provide your e-mail to receive an E-copy of the newsletter and a weekly list of student **PRAYER** concerns. Use the link or scan the QR code to update your email information:

Link: <https://forms.gle/6T9RFueg89kqaNK18>

QR Code:



3). Donate

Check—Mail check to 210 E Main, Zeeland, MI 49464
On-Line -www.bymczeeland.org/donate
Venmo—NEW OPTION—
Estate Planning—talk with your financial planner about including us in your long term planning
QR Code for donating online:





Agenda for the Michigan Professional Insurance Authority (MPIA)
1:00 p.m. – Wednesday, May 20, 2026
Grand Haven Board of Light & Power Offices
Administrative Office Board Room
1700 Eaton Dr., Grand Haven, MI 49417

1. Call to Order
2. Acceptance of Agenda*
3. Approval of October 28, 2025 MPIA Regular Meeting Minutes*
4. Approval of October 28, 2025 MPIA Closed Meeting Minutes*
5. Finance Discussion
 - a. Investment Review – Andrew Khosrofian - The National Bank of Indianapolis (attending remotely)
 - b. Financial Statement Review for Period Ending March 31, 2026 and FY 2026 Budget Review* - Kevin Plockmeyer, Treasurer Designee
 - c. FY 2027 Budget Review and Approval* – Ken Bush
6. Management Review
 - a. Review of Insurance Renewal* - Ken Bush
 - b. 2026-2027 Memorandum of Coverage* - Ken Bush
 - c. Day to Day Operations Review – Kevin
7. Other Business
 - a. Election of Vice Chair / Treasurer *
 - b. Bank of Indianapolis Signature Authority for Treasurer *
 - c. Next meeting date
8. Public Comment Period
9. Adjournment

* Denotes Board Approval Requested

MICHIGAN PROFESSIONAL INSURANCE AUTHORITY
MINUTES
MAY 20, 2026

Location: 1700 Eaton Drive, Grand Haven, MI 49417

Time Called to Order: 1:00 pm

Present: Directors Boatright, Cooney, Shelley and Westbrook.

Absent: None.

Others Present: BLP Finance Manager Lynn Diffell, City of Zeeland Assistant City Manager/Finance Director Kevin Plockmeyer, Zeeland Power Supply & Market Operations Manager Bob Mulder, BLP Administrative Services Supervisor Danielle Martin, Ken Bush of Risk Financing Analysts, and Andrew Khosrofian (remotely) of Diamond Capital Management.

1. Acceptance of Agenda

Motion to add agenda item 5D to Review and Accept the DFIS Audit and approve the agenda as amended.

Moved: Westbrook Supported: Boatright Motion Carried Unanimously.

2. Approval of Minutes

Motion to approve the October 28, 2025 regular meeting minutes.

Moved: Boatright Supported: Westbrook Motion Carried Unanimously.

3. Approval of Minutes

Motion to approve the October 28, 2025 closed session meeting minutes.

Moved: Boatright Supported: Westbrook Motion Carried Unanimously.

Informational Item

Andrew Khosrofian of Diamond Capital Management provided an investment review.

4. Finance Discussion

Motion to receive and file the financial statements.

Moved: Boatright Supported: Westbrook Motion Carried Unanimously.

5. Budget Approval

Motion to remove mid-term changes and adjust the risk management consulting fee to \$22,000 total approve the amended fiscal year 2027 budget.

Moved: Cooney Supported: Westbrook Motion Carried Unanimously.

6. DFIS Audit

Motion to review and accept the DFIS report of examination, management letter, and plan of compliance.

Moved: Cooney Supported: Westbrook Motion Carried Unanimously.

7. Insurance Renewals

Motion to approve the insurance renewals as presented.

Moved: Cooney Supported: Boatright Motion Carried Unanimously.

MICHIGAN PROFESSIONAL INSURANCE AUTHORITY
MINUTES
MAY 20, 2026

8. Memorandum of Coverage

Motion to approve the memorandum of coverage and rider 1.

Moved: Boatright Supported: Cooney Motion Carried Unanimously.

Informational Item

Kevin Plockmeyer provided a day-to-day operations review.

9. Election of Vice Chair/Treasurer

Motion to elect Bob Mulder as Vice Chair/Treasurer.

Moved: Boatright Supported: Cooney Motion Carried Unanimously

10. Bank of Indianapolis Signature Authority

Motion to authorize Bob Mulder as a Bank of Indianapolis signer.

Moved: Cooney Supported: Westbrook Motion Carried Unanimously.

Other Business

The next meeting is scheduled for Wednesday, October 7, 2026 at 1:00pm in Zeeland.

Public Comment Period

No comments were provided.

11. Adjournment

Motion at 2:37pm to adjourn the May 20, 2026 meeting.

Moved: Cooney Supported: Mulder Motion Carried Unanimously.

Respectfully submitted,

Rob Shelley
Secretary to the Board
(by Danielle Martin)

DM

Andy -

Thank you so much for your generous support of this year's Music on Main Series. Your partnership plays such an important role in keeping downtown Zulu vibrant, connected and full of energy all summer long. We would love for you to see your impact in action - please join us this summer! We kick things off June 4 and would love to see you there! Full the Zulu!

Kerri

FEEL THE ZEEL



City of Zeeland
21 S. Elm St. Zeeland, MI 49464



May 28, 2026

Bryan Coots
Zeeland BPW
350 E. Washington Ave., Zeeland, MI 49464

Bryan,

Hello!

We had 105 households (almost 300 littles and family members!) attend Fun Day this year, and your contribution was really appreciated!

We are deeply grateful for Zeeland BPW's community partnership and thoughtful contribution to Fun Day! Together, we are making a lasting impact on the lives of our families and community! Fun Day has always been a free, family-friendly event for children who are enrolled in our Early Childhood programs and services through the Ottawa Area ISD. Many of these littles have developmental delays or are at-risk developmentally, and events like Fun Day bridge that gap between providers and community partners like yourself!

We are grateful to you and so many community partners for helping make this day a success!

Joyfully,

The 2026 Fun Day Committee