



May 22, 2018

Bidder:

Traverse City Light & Power (TCL&P) will receive sealed bids in the office of TCL&P, 1131 Hastings Street, Traverse City, Michigan, 49686, until **Tuesday, June 5, 2018 at 2:00 PM** for the following:

Electric Line Distribution Construction Contractor Services
(specifications attached)

It is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Updates can be found using the following link: <http://www.tclp.org/Display/Items/RFPs>. Bidder may also sign up to receive notifications when bids and RFP's are posted by sending an e-mail requesting same to stvardek@tclp.org.

TCL&P reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of TCL&P.

TCL&P accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

Only the successful Bidder will be notified. If you desire, you may call for results.

You must indicate on the outside of the sealed envelope that the bid is for the "Electric Line Distribution Construction Contractor Services."

You must submit **TWO (2) SEALED COPIES** of the bid to TCL&P prior to the above-indicated time and date or the bid will not be accepted. Telefaxed or E-Mail bids will not be accepted.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

If you have any questions, please contact Rod Solak, Line Superintendent, at (231) 922-4940 ext. 217 before the bid is submitted.

PLEASE SUBMIT BID TO: Stephanie Tvardek, Scheduling & Operations Coordinator
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686



❖ SPECIFICATIONS

1. Scope of Work

TCL&P is requesting bids for a contract for the period of July 1, 2018 through June 30, 2019 for electrical distribution system construction and maintenance services. TCL&P operates a 13.8 kV electrical distribution system, the majority of which is 13.8 kV with limited 69 kV. This system is made up of overhead and underground distribution lines. TCL&P has electric system operating personnel to perform normal operating, maintenance and limited construction work on the system. However, TCL&P has need of a contract arrangement to supplement that work force on an as need basis. It is the intention of TCL&P to retain contract lineworkers to perform line work on high voltage facilities. This may include emergency response, routine operation and maintenance work as well as capital improvement work.

The Contractor shall furnish all labor, supervision, tools, equipment, fuel (no provisions for fuel cost adjustments), insurance and transportation necessary to perform tasks as assigned. All materials will be provided by TCL&P unless an emergency occurs whereby it is necessary for the Contractor to purchase materials while on-site.

All work shall be performed under the general direction of the Line Superintendent or his designee.

2. Invoicing & Contract

- A. Contractor invoicing will be completed on a bi-weekly basis based on the work completed to date. All invoicing will be on a per hour basis and will show the total labor, equipment and Contractor-supplied material charges for all work being invoiced. All invoices must include the TCL&P work order associated with the work.
- B. The Contractor will submit all invoices directly to the Line Superintendent for payment. All invoices must show Traverse City Light & Power as the invoiced party.
- C. In the event that any customer equipment is damaged as a direct or indirect result of Contractor negligence, Contractor will be responsible to make the customer whole in the most expeditious manner. If TCL&P becomes involved in the matter, TCL&P will invoice the Contractor for the amount to make the customer whole.
- D. Tools and equipment normally used by line crews as part of routine work such as jumpers, phasing kits, high voltage testers, presses, dies, blocks, rollers, sheaves, etc. shall be provided as required at no additional charge. Digger Derricks used only at the end of a day to load equipment for the next day's work will only be billed for the actual time used.
- E. TCL&P reserves the right to request additional personnel and equipment for any task or to reduce the personnel and equipment assigned to a task with reasonable notice to the Contractor. Such added or reduced personnel and equipment will be billed hourly as defined on the Schedule of Fees.



- F. TCL&P shall not be billed for any man or equipment hours lost due to Contractor's equipment failure.

3. Work Order

- A. A Work Order will be provided to the Contractor's assigned person in charge with defined work scope and other arrangements defined by that agreement. Each Work Order generally has a specific project name or number that must be used for billing and cost accounting purposes.
- B. While working on an hourly basis, TCL&P reserves the right to change assignments between Work Orders as needed to meet project schedules.

4. Work Assignments

- A. Typical work assignments may include digging holes, setting poles, framing poles, pole top transfers, installing transformers, running lines and related tasks. Contractor may also perform the opening, closing, phasing, tagging and grounding of high voltage switches, circuit breakers and other equipment, of all voltages, as assigned. All construction shall conform to TCL&P construction standards and specifications as well as all applicable electrical construction and safety codes including, but not limited to, the most current edition of the National Electric Safety Code. Any work deemed unacceptable by TCL&P shall be rectified by the Contractor at their expense.
- B. Work assignments will include small maintenance jobs requiring 1 – 14 days to complete. These projects may include any or all construction types, including overhead and underground transmission and distribution. Generally, a minimum of one week notice will be given between a specific request for services and expected start times; however, there may be exceptions where assistance with unplanned work is requested. The specific request for services will include the definition of the scope of work for the project, including drawings and plans when available, as well as a desired project schedule. The Contractor will define the personnel and equipment required to meet the desired completion schedule, subject to review and approval by TCL&P. Upon agreement, a start time will be defined for the work to begin.
- C. The Contractor shall report in and out, on a daily basis, with the Line Superintendent or his designee. Daily work reports shall be submitted to the Line Superintendent or his designee. These reports shall include the names of employees working that day, the number of hours worked for each employee, any equipment used which will be billed, the work accomplished, including TCL&P Work Order Number (if applicable) and any materials that were used.
- D. A "show up" or daily start location will be assigned and agreed to at the start of each Work Order. Time for charges will start each day at the agreed time from that location. When possible, TCL&P will provide a mutually agreed upon site for the "show up" area that is close to the site of the Work Order.



- E. Each workday will either be eight (8) or ten (10) hours as mutually agreed upon; that workday length will not change without mutual agreement.
- F. In the event of inclement weather, there will be a two (2) hour “show up” charge for all labor and equipment assigned to the Work Order.
- G. Unless specifically agreed by the Contractor and TCL&P, each workweek will consist of forty (40) hours; premium pay and its definition shall be provided by the Contractor. Premium pay is not authorized, shall not be used and will not be paid by TCL&P unless agreed to in advance by an authorized TCL&P representative.
- H. Any customer outages required will be coordinated through the TCL&P Line Superintendent or his designee.
- I. When possible, TCL&P will schedule multiple assignments to be continuous to minimize crew movement. However, there will be times when the schedule of work does not allow continuity between assignments. No minimum or maximum quantity of work is guaranteed or implied by TCL&P.

5. Material

- A. All materials will be provided by TCL&P.
- B. The Contractor will be required to pickup and transport all material which is supplied from TCL&P’s warehouse to the project site. The Contractor is required to communicate materials removed from TCL&P property to the TCL&P Head Storekeeper.
- C. Occasionally the Contractor may be asked to furnish some material for expediency. In those cases where the Contractor is asked to furnish materials, the Contractor will be reimbursed by TCL&P in the form of normal invoice submittals.
- D. Contractor will be responsible for use tax and should be invoiced separately from the hourly rate.
- E. The disposition of any used materials and hardware shall be as directed by TCL&P and shall remain the property of TCL&P.
- F. Any material to be disposed of shall be the expense of TCL&P.
- G. Any material previously taken from TCL&P property for the project that was not used is to be returned to TCL&P property by the Contractor and communicated to the TCL&P Head Storekeeper.



6. Communication

- A. The Contractor shall provide a means of communication from TCL&P dispatch to the Contractor's crews. TCL&P may elect to provide a portable TCL&P two-way radio.
- B. Contractor shall provide TCL&P with contact information which guarantees contact with Contractor's representative 24 hours per day, seven days per week and 365 days per year.

7. Crew Conduct

- A. Crew drivers must have approved and active Commercial Driver's License.
- B. The conduct of the Contractor's employees shall be maintained at the standard required of the employees of TCL&P.

8. Safety

- A. The Contractor is responsible for providing safety training to its employees and they shall, at all times, adhere to the requirements of all Federal, State and local regulations.
- B. Generally, the work assignments will involve tasks normally performed by Journeymen Linemen. The Contractor shall provide employees with the appropriate skill sets, training and certification to perform the tasks assigned including rubber gloving on an energized 13.8 kV system and 69 kV system. If the Contractor wishes they can provide a 13.8 kV hourly rate and a 69 kV hourly rate.
- C. TCL&P has had an Arc-Flash Study performed on its primary and secondary distribution system. The results of the study have shown that in some circumstances Linemen are required to wear Arc Flash protection greater than the standard Hazard Risk Category (HRC) "2" (8 calorie/cm²) Flame Resistant Clothing (FRC) while working on the TCL&P system. While TCL&P strives to limit the frequency as well as the duration of this type of work, the Contractor may be expected to perform work that requires the use of HRC "3" and HRC "4" FRC. As with all safety equipment, the Contractor will ensure that their workers have the appropriate level HRC FRC clothing to protect them while working in these situations.
- D. Dig Safe notifications and ticket numbers will be the responsibility of the Contractor.



❖ INSURANCE REQUIREMENTS

The following insurance requirements must be met throughout the project:

- A. The Contractor shall file with Traverse City Light & Power (TCL&P) satisfactory certificates of insurance prior to commencement of construction. The form, content and limits of such insurance, together with the insurer thereof in each case, shall be acceptable to TCL&P (Best rating of A or better.) Advance written notice will be given to TCL&P before any material modification, cancellation, or expiration of any policy covered thereby. Notice of policy material modification, cancellation, or expiration shall be made by certified mail to TCL&P.
- B. Should any of the insurance requirements stated herein be terminated by the Insurer, the Insurer will mail thirty days written notice to TCL&P. Failure to mail by the Insurer will not waive the obligation or liability of any kind upon the insurer affording coverage. These requirements must be stated on all certificates of insurance. Modifications of the standard cancellation clause is acceptable.
- C. All certificates shall list any exclusions which are nonstandard within the industry as they appear on the policy.
- D. Each insurance policy shall have an Additional Insured endorsement naming TCL&P, its officers, agents, directors, and employees (including the Engineer). The issuing company for comprehensive general liability and excess liability shall waive subrogation of all claims against parties named as additional insureds.
- E. The worker's compensation, automobile liability, and general liability insurance specified shall apply to all contractors on site.
- F. For insurance purposes, the title of ownership of the equipment, if any, furnished by the Contractor shall remain with the Contractor until official acceptance of the work by TCL&P.
- G. Insurance types and coverages:
 1. Workers' Compensation: The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to TCL&P upon execution of this Contract.
 2. Comprehensive General Liability Insurance Coverage: Naming the City Of Traverse City and TCL&P as additional insured's:

Limits for bodily injury or death not less than \$2,000,000 for each person \$2,000,000 for each incident.

This insurance must cover timber trespass



3. Owners and Contractors Protective Liability Insurance Coverage \$2,000,000.00 minimum coverage.

The Contractor agrees not to change such insurance and agrees to maintain such insurance throughout the period of performance of this Agreement. Contractor will upon execution of this Agreement provide a certificate of insurance to the TCL&P Controller. Such certificate shall name TCL&P as an additional insured with the broad form endorsement for ongoing operations and completed operations on the insurance policies for general liability, excess liability, and contractor liability. Contractor shall also provide Additional Insured Endorsement CG 20330413 or its equivalent. If any of the required insurance is not renewed or canceled, the Contractor and all subcontractors shall cease operations and shall not resume until new insurance is obtained. Contractor shall obtain Third Party Notice Endorsement IL 79901010 for each required policy requiring the insurer to give Owner 30 days' notice of non-renewal or cancellation.

4. Comprehensive Automobile Liability Insurance Coverage: On all self-propelled vehicles used in connection with the contract whether owned, non-owned, or hired in the minimum coverage amount of \$2,000,000.

Property damage limit shall not be less than \$1,000,000 for each incident.

- H. The Contractor shall, at the time of execution hereof by TCL&P, provide a performance bond in an amount of not less than one-hundred percent (100%) of the contract price in favor of TCL&P, conditioned upon the faithful performance of the contract and completion on or before the date specified; and a labor and material bond running to TCL&P in an amount of not less than one-hundred percent (100%) of the contract price for the protection of subcontractors, material suppliers and labor. The bonds shall be in substantially the same form as the current AIA bond forms, or in such other form as is approved by TCL&P's General Counsel.



❖ IRAN ECONOMIC SANCTIONS ACT

**Sworn and Notarized Affidavit of Compliance
Iran Economic Sanctions Act
Michigan Public Act No. 517 of 2012**

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the “Iran Economic Sanctions Act”) and attach this form to the bid. **Traverse City Light & Power shall not accept any bid that does not include this sworn and notarized certification of statement.**

The undersigned, the owner or authorized officer of _____ (the Bidder), hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract for the Electric Line Distribution Construction Contractor Services, the Bidder will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of Traverse City Light & Power’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for 3 years from the date it is determined that the person has submitted the false certification.

BIDDER

By: _____
Its: _____
Date: _____

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, _____, by

_____ .

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



❖ **SCHEDULE OF FEES**

The following list defines the most common list of labor classifications and equipment anticipated by the Construction Agreement. This form is for definition of the general classifications desired.

As indicated in section 8B of the Bid Specifications, Contractors may provide an hourly rate for 13.8 kV and 69 kV separately. If you choose to provide one standard hourly rate, please use the column labeled “Standard Rate”, leaving the 13.8 kV and 69 kV columns blank.

TITLE	13.8 kV Hourly Rate	69 kV Hourly Rate	Standard Rate
Personnel			
Working Foreman	\$	\$	\$
Journeyman Lineman	\$	\$	\$
Lineman (Apprentice)	\$	\$	\$
Equipment Operator	\$	\$	\$
Ground Man	\$	\$	\$
Other ()	\$	\$	\$
Equipment			
Pickup Truck	\$	\$	\$
Service Truck	\$	\$	\$
Line Truck	\$	\$	\$
Pole/Material Trailer	\$	\$	\$
Wire Reel & Tensioner Unit	\$	\$	\$
Bucket Truck (48' – 52' Reach)	\$	\$	\$
Bucket Truck (65' Reach)	\$	\$	\$
Rubber Tired Backhoe	\$	\$	\$
Track Mounted Excavator	\$	\$	\$



❖ **BID SUMMARY**

Bidder – Please completed and return

TITLE: Electric Line Distribution Construction Contractor Services

DUE DATE: Tuesday, June 5, 2018 at 2:00PM

Having carefully examined the specifications and any other applicable information, the bidder proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.

Bidder understands and agrees, if selected as the successful bidder, to accept a Contract (Attachment A) from TCL&P and to provide proof of any required insurance.

Bidder submits this bid and agrees to meet or exceed all the TCL&P's requirements and specifications unless otherwise indicated in writing and attached hereto.

Bid forms are to be completed, including bid sheet and schedule of fees, and submitted. Additional sheets may be used and submitted with bid.

Bidder understands that TCL&P reserves the right to accept any or all bids in whole or in part and to waive irregularities in any bid in the best interest of Traverse City Light & Power. The bids will be evaluated and awarded on the basis of the best value to TCL&P. Criteria used will include, but not be limited to, bidder/contractor's ability, qualifications, experience, bid price, and overall capability meeting the needs of TCL&P. TCL&P is sales tax exempt – Government.

The Bidder certifies that it is in compliance with the City of Traverse City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- a) conviction of a criminal offense incident to the application for or performance of a contract;
- b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- c) conviction under state or federal antitrust statutes;
- d) attempting to influence a public employee to breach ethical conduct standards; or



- e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon TCL&P, including but not limited to, any of the following offenses or violations of:
 - i. The Natural Resources and Environmental Protection Act.
 - ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
 - iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
 - iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules or regulations.
 - v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

- f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder certifies that as of the date of this bid, Bidder's company or Bidder is not in arrears to TCL&P or the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.

Please direct ALL questions to: Rod Solak, Line Superintendent, at (231) 922-4940 ext. 217.



Submitted by:

Signature	Company Name
Name and Title (Print)	Company Address
Phone	City, State, Zip
Fax	Sole proprietorship/partnership/corporation
	If corporation, state of corporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1.

Name of Organization	
Contact Person	Phone Number

2.

Name of Organization	
Contact Person	Phone Number

3.

Name of Organization	
Contact Person	Phone Number

**TRAVERSE CITY LIGHT AND POWER
CONSTRUCTION AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2018, by and between the TRAVERSE CITY LIGHT AND POWER DEPARTMENT, a Michigan municipal electric utility, of 1131 Hastings Street, Traverse City, Michigan, 49686, ("TCL&P"), and _____, of _____, (the "Contractor");

WITNESSETH:

WHEREAS, TCL&P desires to engage the services of the Contractor to furnish labor, materials and technical services for construction of the project which is described as:

**Electric Line Distribution Construction Contractor Services
(the "Work")**

and the Contractor wishes to furnish such labor, materials and technical services to TCL&P and has represented that Contractor has the education, expertise, capability, equipment, and the necessary licenses to perform such Work;

THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Contractor shall provide labor, materials and services in accordance with and as set forth in Attachment A, "Scope of Work," attached hereto and incorporated herein by reference. In the event of conflict between this Agreement and any document incorporated by reference, this Agreement shall control and supercede the conflicting language in the document incorporated by reference.

2. Compensation and Method of Payment. TCL&P shall pay to the Contractor and the Contractor agrees to accept as full compensation for services under this Agreement the hourly rates as defined in Attachment B, "Timetable for Activities and Schedule of Payments," attached hereto and incorporated herein by reference. The billings based on the hourly rates provided are not to exceed \$180,000.

3. Period of Performance. The Work to be rendered under this Agreement shall commence July 1, 2018 and be completed June 30, 2019 in accordance with the schedule attached hereto. Time is of the essence for the Work and this Agreement.

4. Independent Contractor. The relationship of the Contractor to TCL&P is that of an independent Contractor and in accordance therewith, Contractor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of TCL&P, or make any claim, demand or application, to or for any rights or privileges applicable to any officer or employee of same,

including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

5. Contractor Responsibility. The Contractor shall perform the Work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Contractor shall be solely responsible and answerable in damages for all improper Work, accidents or injuries to person or property. Contractor shall make a careful examination of the site, plans, specifications and all conditions affecting the Work, and any failure to make such examination will not be a valid excuse for failure to do the Work as a basis for any claim for extra compensation or extension of time.

6. Indemnity. Contractor shall defend, indemnify and save harmless TCL&P, its officers and employees, from and against any and all claims, liabilities, losses, damages, actual attorneys' fees and settlement expenses for injury or death, or, any person and damage, or loss of any property allegedly or actually resulting or arising out of any act, omission, or negligence of Contractor or its employees, agents or subcontractors in connection with performing this Agreement, or resulting from or arising out of the joint negligence of TCL&P and that of Contractor or any other person or entity. TCL&P shall not be indemnified against liability for damages arising out of bodily injury or damage to property where the entire amount of such damage, whether recoverable or not, is caused by or resulted from the sole negligence of TCL&P, its officers or employees. This indemnification agreement shall not be limited by reason of any insurance coverage.

7. Bonds. The Contractor shall, at the time of execution hereof by TCL&P, provide a performance bond in an amount of not less than one-hundred percent (100%) of the contract price in favor of TCL&P, conditioned upon the faithful performance of the contract and completion on or before the date specified; and a labor and material bond running to TCL&P in an amount of not less than one-hundred percent (100%) of the contract price for the protection of subcontractors, material suppliers and labor. The bonds shall be in substantially the same form as the current AIA bond forms, or in such other form as is approved by TCL&P's General Counsel. The TCL&P may waive the requirement for these bonds if the contract is less than \$50,000 and the signature of the Executive Director appearing at the end of this paragraph shall be deemed to be a waiver of the bond requirements.

Timothy J. Arends, Executive Director

8. Insurance. The Contractor shall acquire and maintain comprehensive general liability insurance coverage [and Owners and Contractors Protective Liability insurance coverage.] The limits and deductible shall be as follows:

- A. Comprehensive General Liability insurance coverage. \$2,000,000 minimum coverage.

- B. Owners and Contractors Protective Liability insurance coverage \$2,000,000 minimum coverage.
- C. Comprehensive Automobile Liability insurance coverage \$2,000,000 minimum coverage.

The Contractor agrees not to change such insurance and agrees to maintain such insurance throughout the period of performance of this Agreement. Contractor will upon execution of this Agreement provide a certificate of insurance to the TCL&P Controller. Such certificate shall name TCL&P as an additional insured with the broad form endorsement for ongoing operations and completed operations on the insurance policies for general liability, excess liability, and contractor liability. Contractor shall also provide Additional Insured Endorsement CG 20330413 or its equivalent. If any of the required insurance is not renewed or canceled, the Contractor and all subcontractors shall cease operations and shall not resume until new insurance is obtained. Contractor shall obtain Third Party Notice Endorsement IL 79901010 for each required policy requiring the insurer to give Owner 30 days' notice of non-renewal or cancellation.

9. Workers' Compensation. The parties shall maintain suitable workers' compensation insurance pursuant to Michigan law and Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to the TCL&P Controller upon execution of this Agreement.

10. Security. If the work requires the Contractor to have access to TCL&P secured facilities, such as substations, Contractor shall:

- (a) perform background checks on employees who will access the facilities;
- (b) only allow those employees to have access who have no record of crime or misconduct causing damage or injury;
- (c) only allow employees access to substation who are trained to perform work within a substation;
- (d) identify the secured facility and the names of all employees who will be accessing secured facility;
- (e) inform TCL&P operators at (231) 932-4589 at the time of entry and at the time of exit of the employees; and
- (f) promptly return to TCL&P all keys and keycards to secured facilities when the work is completed.

11. Compliance with Regulations. The Contractor shall familiarize itself with and comply with all applicable statutes, rules and regulations of all Federal, State and local

governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Standard of Conduct. Contractor shall tender all services under this Agreement according to generally accepted professional practices for the intended use of the Work.

13. TCL&P's Obligation. TCL&P shall provide Contractor with all information currently available to it upon request of the Contractor. TCL&P's Executive Director or such other person as the Executive Director shall designate shall be TCL&P's representative for purposes of this Agreement.

14. Third Party Beneficiaries. If the Contractor is doing all or a part of the Work in public rights of way, the City of Traverse City and Grand Traverse County, including their Departments and Commissions, are third party beneficiaries of the Contractor's obligations under this Agreement and they shall be added as named Additional Insureds in all required insurance policies. Except for those entities, there are no other third party beneficiaries intended by the parties.

15. Non-Discrimination. The Contractor agrees not to 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 their actual or perceived race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this contract. The Contractor agrees to require similar provisions from any sub-contractor.

16. Prohibition Against Assignment. This Agreement is intended to secure the service of Contractor because of its ability and reputation and none of the Contractor's duties under the Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the TCL&P Executive Director. Any assignment, subcontract or transfer of Contractor's duties under this Agreement must be in writing.

17. Third-Party Participation. The Contractor agrees that despite any subcontract entered into by the Contractor for execution of activities or provision of services related to the completion of this project, the Contractor shall be solely responsible for carrying out the project pursuant to this Agreement. The Contractor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Contractor in the conduct of the project, unless TCL&P and the Contractor agree to modification in a particular case. The Contractor shall not subcontract unless agreed upon in writing by TCL&P's Executive Director.

18. Interest of Contractor. The Contractor represents that its officers and employees have no interest and covenant that they will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's services and duties hereunder. The Contractor further covenants that in the performance of the Agreement, no

person having any such interest shall be employed, Contractor further covenants that neither it nor any of its principals are in default to the City of Traverse City.

19. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, TCL&P shall have the right to annul this Agreement with liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Contractor. The Contractor specifically represents and agrees that its officers, employees, agents and consultants have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. Electronic Transactions. The parties agree to conduct this transaction by electronic means. This Agreement may be executed by providing an electronic signature under the terms of the Uniform Electronic Transactions Act. This Agreement may not be denied legal effect or admissibility as evidence solely because it is in electronic form, permits the completion of the business transaction referenced herein electronically instead of in person, or has been stored electronically. As an alternative to physical delivery, any document, including any signed document or written notice, may be delivered in electronic form only by the following indicated methods: ___ Facsimile ___ Email ___ No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

22. Notice. Notices pursuant to this Agreement shall be given to TCL&P as follows:
Rod Solak
Line Superintendent
1131 Hastings Street
Traverse City, MI 49686
(231) 922-4940 ext. 217
rsolak@tclp.org

Notices pursuant to this Agreement shall be given to Contractor as follows:
[Name]
[Address]
[Telephone number]
[Email]

23. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

24. Termination for Fault. If TCL&P determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by

this Agreement, TCL&P may terminate or suspend this Agreement in whole or in part upon written notice to the Contractor specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the Contractor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Contractor at time of termination may be adjusted to cover TCL&P's additional costs occasioned by reason of the termination. This provision for termination shall not limit or modify any other right of TCL&P to proceed against the Contractor at law or under the terms of this Agreement.

25. Force Majeure. If because of Force Majeure, either party is unable to carry out any of its obligations under this agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. Upon termination by TCL&P due to Force Majeure, the Contractor shall be entitled to and TCL&P shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

26. Delay. If the Contractor is delayed in the completion of the Work due to acts of TCL&P or due to Force Majeure, the time for completion shall be extended for a period determined by the owner to be equivalent to the time of such delay. The Contractor shall not be entitled to recover damages or costs sustained by reason of such delays.

27. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of Contractor, or if a person of masculine or feminine gender joins in this Agreement on behalf of Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

28. Venue. Any and all suits for any and every breach of this Agreement may only be instituted and maintained in any state court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

29. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises,

conditions or understandings which are not contained herein. It is understood that should Contractor recommend further work concerning the project, TCL&P is under no obligation to engage Contractor in such work.

30. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

31. Counterparts. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

TRAVERSE CITY LIGHT AND POWER
DEPARTMENT

Pat McGuire, Chairman

Timothy J. Arends, Executive Director

CONTRACTOR

APPROVED AS TO SUBSTANCE:

Timothy J. Arends
Executive Director

APPROVED AS TO FORM:

W. Peter Doren
General Counsel

ATTACHMENT A

SCOPE OF WORK

The parties agree that the Work for TCL&P shall consist of the following:

1. Scope of Work

Electrical distribution system construction and maintenance services. TCL&P operates a 13.8 kV electrical distribution system, the majority of which is 13.8 kV with limited 69 kV. This system is made up of overhead and underground distribution lines. TCL&P has electric system operating personnel to perform normal operating, maintenance and limited construction work on the system. However, TCL&P has need of a contract arrangement to supplement that work force on an as need basis. It is the intention of TCL&P to retain contract lineworkers to perform line work on high voltage facilities. This may include emergency response, routine operation and maintenance work as well as capital improvement work.

The Contractor shall furnish all labor, supervision, tools, equipment, fuel (no provisions for fuel cost adjustments), insurance and transportation necessary to perform tasks as assigned. All materials will be provided by TCL&P unless an emergency occurs whereby it is necessary for the Contractor to purchase materials while on-site.

All work shall be performed under the general direction of the Line Superintendent or his designee.

2. Work Order

- A. A Work Order will be provided to the Contractor's assigned person in charge with defined work scope and other arrangements defined by that agreement. Each Work Order generally has a specific project name or number that must be used for billing and cost accounting purposes.
- B. While working on an hourly basis, TCL&P reserves the right to change assignments between Work Orders as needed to meet project schedules.

3. Work Assignments

- A. Typical work assignments may include digging holes, setting poles, framing poles, pole top transfers, installing transformers, running lines and related tasks. Contractor may also perform the opening, closing, phasing, tagging and grounding of high voltage switches, circuit breakers and other equipment, of all voltages, as assigned. All construction shall conform to TCL&P construction standards and specifications as well as all applicable electrical construction and safety codes including, but not limited to, the most current edition of the National Electric Safety Code. Any work deemed unacceptable by TCL&P shall be rectified by the Contractor at their expense.

- B. Work assignments will include small maintenance jobs requiring 1 – 14 days to complete. These projects may include any or all construction types, including overhead and underground transmission and distribution. Generally, a minimum of one week notice will be given between a specific request for services and expected start times; however, there may be exceptions where assistance with unplanned work is requested. The specific request for services will include the definition of the scope of work for the project, including drawings and plans when available, as well as a desired project schedule. The Contractor will define the personnel and equipment required to meet the desired completion schedule, subject to review and approval by TCL&P. Upon agreement, a start time will be defined for the work to begin.
- C. The Contractor shall report in and out, on a daily basis, with the Line Superintendent or his designee. Daily work reports shall be submitted to the Line Superintendent or his designee. These reports shall include the names of employees working that day, the number of hours worked for each employee, any equipment used which will be billed, the work accomplished, including TCL&P Work Order Number (if applicable) and any materials that were used.
- D. A “show up” or daily start location will be assigned and agreed to at the start of each Work Order. Time for charges will start each day at the agreed time from that location. When possible, TCL&P will provide a mutually agreed upon site for the “show up” area that is close to the site of the Work Order.
- E. Each workday will either be eight (8) or ten (10) hours as mutually agreed upon; that workday length will not change without mutual agreement.
- F. In the event of inclement weather, there will be a two (2) hour “show up” charge for all labor and equipment assigned to the Work Order.
- G. Unless specifically agreed by the Contractor and TCL&P, each workweek will consist of forty (40) hours; premium pay and its definition shall be provided by the Contractor. Premium pay is not authorized, shall not be used and will not be paid by TCL&P unless agreed to in advance by an authorized TCL&P representative.
- H. Any customer outages required will be coordinated through the TCL&P Line Superintendent or his designee.
- I. When possible, TCL&P will schedule multiple assignments to be continuous to minimize crew movement. However, there will be times when the schedule of work does not allow continuity between assignments. No minimum or maximum quantity of work is guaranteed or implied by TCL&P.

4. Material

- A. All materials will be provided by TCL&P.

- B. The Contractor will be required to pick up and transport all material which is supplied from TCL&P's warehouse to the project site. The Contractor is required to communicate materials removed from TCL&P property to the TCL&P Head Storekeeper.
- C. Occasionally the Contractor may be asked to furnish some material for expediency. In those cases where the Contractor is asked to furnish materials, the Contractor will be reimbursed by TCL&P in the form of normal invoice submittals.
- D. Contractor will be responsible for use tax and should be invoiced separately from the hourly rate.
- E. The disposition of any used materials and hardware shall be as directed by TCL&P and shall remain the property of TCL&P.
- F. Any material to be disposed of shall be the expense of TCL&P.
- G. Any material previously taken from TCL&P property for the project that was not used is to be returned to TCL&P property by the Contractor and communicated to the TCL&P Head Storekeeper.

5. Communication

- A. The Contractor shall provide a means of communication from TCL&P dispatch to the Contractor's crews. TCL&P may elect to provide a portable TCL&P two-way radio.
- B. Contractor shall provide TCL&P with contact information which guarantees contact with Contractor's representative 24 hours per day, seven days per week and 365 days per year.

6. Crew Conduct

- A. Crew drivers must have approved and active Commercial Driver's License.
- B. The conduct of the Contractor's employees shall be maintained at the standard required of the employees of TCL&P.

7. Safety

- A. The Contractor is responsible for providing safety training to its employees and they shall, at all times, adhere to the requirements of all Federal, State and local regulations.
- B. Generally, the work assignments will involve tasks normally performed by Journeymen Linemen. The Contractor shall provide employees with the appropriate skill sets, training and certification to perform the tasks assigned including rubber gloving on an energized

13.8 kV system and 69 kV system. If the Contractor wishes they can provide a 13.8 kV hourly rate and a 69 kV hourly rate.

- C. TCL&P has had an Arc-Flash Study performed on its primary and secondary distribution system. The results of the study have shown that in some circumstances Linemen are required to wear Arc Flash protection greater than the standard Hazard Risk Category (HRC) "2" (8 calorie/cm²) Flame Resistant Clothing (FRC) while working on the TCL&P system. While TCL&P strives to limit the frequency as well as the duration of this type of work, the Contractor may be expected to perform work that requires the use of HRC "3" and HRC "4" FRC. As with all safety equipment, the Contractor will ensure that their workers have the appropriate level HRC FRC clothing to protect them while working in these situations.
- D. Dig Safe notifications and ticket numbers will be the responsibility of the Contractor.

ATTACHMENT B

TIMETABLE for ACTIVITIES and SCHEDULE of PAYMENTS

Invoicing & Contract

- A. Contractor invoicing will be completed on a bi-weekly basis based on the work completed to date. All invoicing will be on a per hour basis and will show the total labor, equipment and Contractor-supplied material charges for all work being invoiced. All invoices must include the TCL&P work order associated with the work.
- B. The Contractor will submit all invoices directly to the Line Superintendent for payment. All invoices must show Traverse City Light & Power as the invoiced party.
- C. In the event that any customer equipment is damaged as a direct or indirect result of Contractor negligence, Contractor will be responsible to make the customer whole in the most expeditious manner. If TCL&P becomes involved in the matter, TCL&P will invoice the Contractor for the amount to make the customer whole.
- D. Tools and equipment normally used by line crews as part of routine work such as jumpers, phasing kits, high voltage testers, presses, dies, blocks, rollers, sheaves, etc. shall be provided as required at no additional charge. Digger Derricks used only at the end of a day to load equipment for the next day's work will only be billed for the actual time used.
- E. TCL&P reserves the right to request additional personnel and equipment for any task or to reduce the personnel and equipment assigned to a task with reasonable notice to the Contractor. Such added or reduced personnel and equipment will be billed hourly as defined on the Schedule of Fees.
- F. TCL&P shall not be billed for any man or equipment hours lost due to Contractor's equipment failure.