



June 6, 2017

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 27, 2017, at 10:00AM** for the following project:

Critical and Large Customer Improvements #1
(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 "Critical and Large Customer Improvements #1".

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 Tony Chartrand, System Engineer/Key Accounts, at (231) 922-4940 ext. 258 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

Traverse City Light & Power (TCL&P) is requesting bids to provide all labor, equipment and material (most material is Owner-Furnished) necessary for the installation of a 15kV recloser, automatic transfer switch, additional metering equipment and replacement of existing underground with 750MCM 15kV CU cable at the Cass Road Substation. This project is being undertaken to increase system reliability to the utility's highest demand customer by replacing aged, undersized cable and adding a redundant feed as part of the Critical and Large Customer Improvements #1 project.

The project is located at the Cass Road Substation at 2313 Sybrandt Road within the City of Traverse City, Michigan. Location map is provided on the construction drawings (Attachment A). All bidders must familiarize themselves with the site conditions prior to submitting a bid for this project. The cutover must be performed between December 23, 2017 – January 2, 2018, and all work must be completed no later than January 2, 2018.

TCL&P will furnish most of the material required for this project. Refer to Section 5 for specific material information. The successful bidder will be responsible for retrieving all Owner-Furnished material from TCL&P's warehouse and transporting it to the project location.

The successful bidder will be required to submit a Certificate of Insurance meeting the requirements stated herein along with a Performance and Payment Bond (for the Total Construction Cost) prior to commencing the work. These Bonds shall remain in effect at least until one year after the date when final payment becomes due.

Bids must be submitted on a lump sum basis on the attached forms along with a 10% bid bond. All sales, consumer, use and other similar taxes required by law to be paid by the bidder shall be included in the bid price.

2. Instructions to Bidders

- A. All bids must be submitted on the forms provided.
- B. Contractor invoicing will be completed on a monthly basis based on the work completed to date. All invoicing will be on a progress to date basis and will show the total bid amount, percentage completed to date, amount billed to date, and current billing amount. Retainage in the amount of 10% of the work completed to date will be withheld until the project is completed in full.
- C. The Contractor will submit all invoices directly to the System Engineer for payment. All invoices must show Traverse City Light & Power as the invoiced party.



3. Pre-Bid Meeting

A mandatory pre-bidding meeting will be held on Monday, June 12, 2017 at 10:00AM at the TCL&P offices located at 1131 Hastings Street, Traverse City, MI 49686.

4. Completion Date

- A. Cutover must be performed between the dates December 23, 2017 – January 2, 2018.
- B. All work on the project(s) must be fully completed by the Contractor no later than January 2, 2018.

5. Material

A. The Owner will furnish most material required for the project. Not all material required for this project is listed.

i. Owner-Furnished Material

- 1. Automatic Transfer Switch and Basement
- 2. 750 mcm cable
- 3. Terminations
- 4. Recloser and Controller
- 5. Solid Blade Disconnect Switch for Recloser
- 6. Four Count Fiber Optic Cable

ii. Contractor Furnished Material

- 1. All Conduit and Sweeps
- 2. Control Wire
- 3. Steel Riser (detailed drawing included on drawing #302 of Attachment A)
- 4. Any foreseeable item to complete construction in accordance with the drawings included as Attachment A.

B. The Contractor will be required to pickup and transport all material which is supplied from the Owner's warehouse to the project site.

6. Conduit Installation

Contractor shall install all conduits via preferred method (open trench or directional bore) and to a minimum depth of three feet.

A. Trenching, Backfilling and Conduit Installation

- iii. Trenching will occur adjacent to existing below grade active utility systems. The Contractor shall take this into account during the bidding process. No extras will be



paid for hand digging or other work methods required to expose and safely install the new conduit system.

- iv. Utilize fiberglass or galvanized steel sweeps for all conduit.
- v. Contractor shall place and tamp 2 inch bed of clean sand or soil under cable, conduit or duct. Place 4 inches of clean soil above cable, conduit or duct. Cleaned soil backfill, when used, must not contain material larger than 1 inch.
- vi. Install conduit free from dents and bruises. Plug ends to prevent entry of dirt or moisture.
- vii. Route conduit to avoid utility obstructions, minimizing crossovers. Maintain a minimum of 12 inch clearance to all foreign utilities.
- viii. Complete backfilling so as to minimize voids. Compact in 12 inch layers to 95% modified proctor. Pile excess soil on top and tamp. Remove all rock and debris from site, and repair any damage to premises immediately.
- ix. Do not bury pieces of scrap cable or other material remaining after installation in trench.
- x. Restore surfaces of backfilled trenches to rough grade including all leveling and compacting.

B. Directional Boring

- ii. All pipe for directional boring will be HDPE, SDR 13.5, all red, and will be supplied by the Contractor. HDPE sweeps shall be either black or all red and shall be supplied by the Contractor. HDPE sweeps shall include a coupling or labor to electrically weld the sweep to the straight pipe.
- iii. Refer to the following reference standards and guidelines:
 - 1. MDOT 3701. Overview and Introduction of Trenchless Installation within MDOT Right-of-Way
 - 2. MDOT 3703A. Special Conditions for Horizontal Directional Drilling (HDD)
 - 3. HDD – Horizontal Directional Drilling Good Practices Guidelines
- iv. The Contractor will place silt fence between all drilling operations and any drainage wetland, waterway or other area designated for such protection by the contract documents, state, federal, or local regulations. The Contractor will adhere to all applicable environmental regulations.
- v. Contractor must set all equipment in upland areas and maintain 10.0' clearance from conduit to bottom of all wetlands, streams, rivers, and creeks.



- vi. The directional drilling equipment will consist of a directional drilling rig of sufficient capacity to perform the bore and pullback of the pipe, a drilling fluid mixing and delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations and trained competent personnel to operate the system. All equipment will be in good, safe operating condition with sufficient supplies, materials, and spare parts on hand to maintain the system in good working order for the duration of the work.
- vii. The directional drilling machine will consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine will be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system will be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system will be free of leaks. Drilling rig will have system to monitor and record maximum pull-back pressure during pull-back operations.
- viii. The drill head will be adequately steerable by changing its rotation and will provide necessary cutting surfaces and drilling fluid jets.
- ix. Drill pipe will be constructed of high quality 4130 seamless tubing, grade D or better, with threaded box and pins. Tool joints should be hardened to 32-36 RC. Drill pipe must meet the bend radii required for the proposed installation.
- x. A self-contained, closed, drilling fluid mixing system will be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system will be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank will be sized for adequate storage of the mud. The mixing system will continually agitate the drilling fluid during drilling operations.
- xi. Drilling fluids will be composed of clean water and an appropriate additive. Water will be from a clean source with a pH of 8.5-10 and/or as per mixing requirements from the manufacturer. Water of lower pH or with excessive calcium will be treated with the appropriate amount of sodium carbonate or equal. The water and additives will be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Drilling fluid will be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall. The Contractor will be responsible to supply all water required for the drilling operation.
- xii. Determination of appropriate drilling fluid should take into account hole diameters, depth, groundwater elevation, soil density, cohesion, and head losses between measurement point (drilling rig) and injection point (drill head).



- xiii. The drilling fluid pumping system will have a minimum capacity to supply drilling fluid in accordance with the drilling equipment pull back rating at a constant required pressure. The delivery system will have filters in-line to prevent solids from being pumped into the drill pipe. Corrections between the pump and drill pipe will be relatively leak free. Used drilling fluid and drilling fluid spilled during drilling operations must be contained and vacuumed up immediately following each drilling operation.
- xiv. Following drilling operations, the Contractor will demobilize equipment and restore the work area as noted on the drawings, to original conditions, or to satisfy requirements of permits whichever is most strict. All excavations will be fully backfilled and compacted to existing grade. Where drilling fluid is not allowed to be disposed of on the project site, it will be removed by a vacuum truck and disposed of by the Contractor. If the drawings or permits do not clearly specify where drilling fluid is to be disposed of, The Contractor shall remove it per the methods noted herein.
- xv. Clean out all conduits/pipe following complete installation of each conduit/pipe section between equipment, handholes, or box pads with an appropriately sized brush and install a pull string. Secure the pull string at each conduit/pipe end to ensure it does not fall back into the pipe. Cap all conduits/pipes stubbed above grade at poles to keep water and debris from entering the conduit/pipe.
- xvi. The Contractor will provide an as-built drawing of the pipe installation including horizontal position to fixed reference points such as center of roadway, distance off ROW line, etc. and depth below grade, water, bottom of stream, river, lake, etc. Horizontal and verticals positions shall be noted a minimum of every twenty feet along the route.

7. Site Restoration

- A. TCL&P will restore or replace when any public or private property is damaged by the Contractor's work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of Contractor's operations. This includes all highway, driveway, walk or landscaping, etc. TCL&P will invoice Contractor for said site restoration work.

8. Pre-cast Equipment Foundations

- A. Place equipment box pads on 12 inches of MDOT 34R pea gravel over undisturbed soil. Extend pea gravel minimum 12 inches outside edge of box pad.
- B. Install box pads level at specified elevation.
- C. Locate top of box pads 3 inches above finish grade.



- D. Backfill around box pad excavation with MDOT Class 2 sand.
- E. Provide, construct and install treated deckboard system covering openings on all equipment foundations. Secure covers to foundations with galvanized screws.

9. Grounding Assembly Units

- A. Ground rods shall be driven full length in undisturbed earth in accordance with the Construction Drawings. The top shall be at least 12 inches below the surface of the earth.
- B. All 5/8" x 8' ground rods shall be coupled and extended full depth of two 8' rods plus 12 inches below grade to the top of the rod as noted above.
- C. Use exothermic welds for all connections below grade. The Contractor shall supply all exothermic weld molds, metal and strikers to complete exothermic welds.
- D. Bury all ground wire minimum 12 inches below finish grade. Increase depth as required in areas where additional excavations may occur.
- E. Coordinate installation of grounding system with additional utility installations that will occur at the same location.

10. Safety Rules

- A. The Contractor shall have a written safety program in place to adequately protect their employees from workplace hazards. Written documentation of the safety program and employee trainings shall be made available to Owner upon request. The Contractor is ultimately responsible for the safety of all Contractor employees while completing the project(s).
- B. The Owner reserves the right to stop work on the project(s) immediately following any contractor related injury or accident during the accident investigation period.

11. Leaving the Project(s) for Extended Time Periods

- A. Following commencement of work on the project(s), the Contractor shall not abandon the Project for an extended length of time unless granted written permission from the Owner. The Owner will review the project schedule to verify that the Contractor has provided sufficient crews and equipment to keep the project on schedule prior to granting permission to leave for an extended time period. The Owner's intent is to insure the Contractor is progressing throughout the duration of the Project.
- B. Should the Contractor abandon the Project for greater than five working days, the Contractor must leave the Project in a safe and reliable state. This includes but is not limited to:



- a. All excavations backfilled and compacted to grade.
 - b. All pavement removals backfilled and temporary patched with MDOT 22A gravel, “cold-patch” or concrete.
 - c. All equipment box pads covered and material moved to a secure area.
 - d. All Contractor owned vehicles and equipment removed from the project site and moved to an area approved by the Owner.
- C. Should the Contractor leave the project and not comply with the items above, the Owner retains the right to complete those incomplete items and charge the Contractor for all labor and equipment time and material utilized. This includes payment to outside contractors to complete the required work.

12. Contract Date Extensions

- A. All requests for contract date extensions shall be written requests and submitted to the Owner.
- B. Extensions requests based on weather related delays shall include documentation provided by the Contractor of non-working days due to inclement weather.

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.



Bidder – Please complete and return

BID SUMMARY

TITLE: Critical and Large Customer Improvements #1

DUE DATE: Tuesday, June 27, 2017, at 10:00AM

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 Construction Agreement (Attachment B) from TCL&P and to provide proof of any required insurance.

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

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

Bidder is also required to submit, with the bid, the latest printed manufacturer's specifications and advertising literature on the equipment (including components) to be provided. Completed unit MUST be equipped in compliance with all applicable ANSI, OSHA, State and Federal Motor Vehicle Safety standards and regulations in effect at time of manufacture.

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 TCL&P. 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, 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.

TCL&P may require an in house equipment demonstration for your bid to be considered.

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: Tony Chartrand, System Engineer/Key Accounts, at (231) 922-4940 ext. 258



Submitted by:

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

Bid Total: \$ _____

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 _____, 2017, 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 _____, Michigan _____, (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:

**Critical and Large Customer Improvements #1
(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 Schedule "A," "Scope of Work," attached hereto and incorporated herein by reference. In the event of conflict between this Agreement and a Schedule or any document incorporated by reference, this Agreement shall control and supercede the conflicting language in the Schedule or 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 _____ as defined in Schedule "B," "Timetable for Activities and Schedule of Payments," attached hereto and incorporated herein by reference.
3. Period of Performance. The Work to be rendered under this Agreement shall commence on or before September 1, 2017 and be completed by January 2, 2018 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. 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. [omit this if the work does not justify this 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 named 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. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 without 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.

18. 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.

19. 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. Documents with original signatures shall be provided upon request of any party.

20. Notice. Notices pursuant to this Agreement shall be given to TCL&P as follows:

Tony Chartrand, System Engineer/Key Accounts
1131 Hastings Street
Traverse City, MI 49686
(231) 922-4940 ext. 258
tchartrand@tclp.org

Notices pursuant to this Agreement shall be given to Contractor as follows:

() _____
_____@_____

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

22. 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.

23. 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. TCL&P may terminate this Agreement because of Force Majeure and 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.

24. 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 TCL&P 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.

25. 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.

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

27. 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.

28. 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.

29. 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.

30. No Third Party Beneficiaries. This Agreement confers no rights or remedies on any third-party, other than the parties to this Agreement, and their respective successors and permitted assigns.

31. No Joint Venture or Partnership. This Agreement does not and is not intended to create a joint venture or partnership between the parties. The rights and obligations of the parties are entirely contained within this Agreement.

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

TRAVERSE CITY LIGHT AND POWER
DEPARTMENT

Jan Geht, Chairman

Timothy J. Arends, Executive Director

_____(Contractor)

, _____

APPROVED AS TO SUBSTANCE:

Timothy J. Arends
Executive Director

APPROVED AS TO FORM:

Pre-Approved

W. Peter Doren
General Counsel

SCHEDULE A

SCOPE OF WORK

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

SCHEDULE B

TIMETABLE FOR ACTIVITIES

Contractor shall commence the Work within five (5) working days after execution of this Agreement. The schedule of activities shall follow the "Work Plan Schedule" attached as part of Schedule B, incorporated herein by reference.

Services shall be completed not later than January 2, 2018.

SCHEDULE OF PAYMENTS

Payments shall be made to the Contractor as follows: