



May 14, 2024

Bidder:

Traverse City Light & Power (TCLP) will receive sealed bids in the office of TCLP, 1131 Hastings Street, Traverse City, Michigan, 49686, until **Monday, July 1, 2024, at 10:00AM EST** for the following project:

Vegetation Line Clearance Contract
(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 RFPs are posted by sending an e-mail requesting same to stvardek@tclp.org.

TCLP 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 TCLP.

TCLP 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 “Vegetation Line Clearance Contract.”

You must submit **TWO (2) SEALED COPIES** of the bid to TCLP prior to the above-indicated time and date or the bid will not be accepted. Alternatively, e-mailed bids will be accepted. Please indicate in the subject line of the e-mail that you are submitting a “Sealed Bid” together with the project description “Vegetation Line Clearance Contract” and submit your e-mailed bid to stvardek@tclp.org.

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.

All bids must be submitted on the forms provided. Complete and return **ONLY** the following forms:

1. Section C – Iran Economic Sanctions Act
2. Section E – Submission Form
3. Section F – Exhibit ‘B’ – Bid Proposal of the Contractor



Please direct ALL questions to: Daren Dixon, Operations Manager, Traverse City Light & Power, at ddixon@tclp.org. The deadline for questions and/or clarifications is **Monday, June 3, 2024 at 2:00PM EST.**

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



A. EXHIBIT A – VEGETATION LINE CLEARANCE BID SPECIFICATIONS

1. Specifications

- a. These specifications are intended to cover the costs of all labor, materials, tools, equipment and other services required for the work to be performed under this Contract.
- b. It is intended that on a weekly basis, fifty-two (52) weeks per year, the Successful Bidder will supply TCLP with a crew consisting of two (2) qualified employees including but not limited to a seventy (70) foot aerial bucket, chipper, pruners, and chainsaws at a time and equipment rate for the purpose of circuit type trimming and other trimming as assigned on TCLP's electrical system. This crew shall respond to emergencies within two (2) hours outside of normal work hours.
- c. Normal workdays shall be Monday thru Friday excluding TCLP Holidays; working hours can be negotiated. Successful Bidder shall report each day to TCLP's Hastings Street Service Center in Traverse City at the agreed upon start time. TCLP shall have the sole right to cancel or discontinue work due to inclement weather; Successful Bidder shall be reimbursed for a minimum of two (2) hours for inclement workdays based on the hourly rates shown in Exhibit 'B' – Bid Proposal of the Contractor.
- d. Successful Bidder shall provide additional crews on an 'as needed' basis as needed by TCLP and for storm damage. For normal maintenance issues a minimum twenty-four (24) hour notice will be given to the Successful Bidder.
- e. Such work shall consist of tree removal, trimming, disposal of trees and brush in various locations in the service area of TCLP.
- f. TCLP may, at its sole discretion, give to the Successful Bidder orders designating work to be done under this Contract. Such orders will state the work to be done, and instructions or requirements deemed necessary or desirable by TCLP.
- g. During the course of any work under this Contract, the Successful Bidder shall furnish regular progress updates of assigned work, which may include the use of TCLP owned electronic devices and work order management system.
- h. Vegetation line maintenance to be accomplished under this Contract is to be "Circuit Type" trimming and other trimming as assigned by TCLP. Any tree not providing the clearances stated under "Clearance" of these specifications shall be trimmed in accordance with these specifications. **No OAK trees shall be trimmed between April 15 and October 31** to lessen the possibility of the spread of OAK WILT DISEASE, unless otherwise directed by TCLP. All oak wounds created through pruning activity will be painted with either gray or brown spray paint (provided by the utility) to mitigate the spread of oak wilt disease. A communication of all oak tree locations will be provided by the Successful Bidder to TCLP to allow efficient trimming of these oak trees between November and April.



- i. TCLP shall have the right to specify the size and makeup of the crews and the type and number of tools and equipment, and the appearance of the equipment to be used by each crew.

2. Invoicing

- a. Invoices that are to be furnished under the time and equipment provisions of this Contract will be submitted bi-weekly or as otherwise agreed upon by TCLP for the amount of time worked. The amount of each invoice shall be determined according to the hourly and weekly rates inclusive of labor, and equipment set forth in Exhibit 'B' – Bid Proposal of the Contractor for actual hours worked by the Successful Bidder's employees. No overtime hours worked shall be charged at overtime rates unless TCLP has requested in writing that work be done at times requiring the payment of overtime as set forth in the Exhibit 'B' – Bid Proposal of the Contractor; provided, however, that in emergency situations TCLP may request orally that such work be done and may confirm such request in writing when practical. Overtime shall be paid at one and one-half (1.5) times the hourly rate specified for personnel for hours worked over forty (40) hours per week. Invoices will specify the location and include a description of the type of work performed.
- b. The rates set forth in Exhibit 'B' – Bid Proposal of the Contractor shall constitute the entire compensation to be paid the Successful Bidder for work performed under this Contract. They include the Successful Bidder's profit, all labor costs, without any additions or extras whatsoever.
- c. If the Successful Bidder believes that any instructions by TCLP will cause additional charges under this Contract the Successful Bidder shall give TCLP written notice of such claim and in no event proceed with the work included under such claim unless in pursuance of a written order from TCLP authorizing the change, or in the event of an emergency endangering life or property. No such claim shall be valid unless so made.

3. Term of Contract

The Successful Bidder shall commence work in the field on November 4, 2024, or at a date acceptable to TCLP. The commencement date shall be understood to mean the date when workers and equipment will be on the job ready to start trimming and/or remove trees. This Contract shall be in effect through November 4, 2029; not to exceed five (5) years.

4. Bid Security

- a. Each bidder must submit a bid security with the proposal prepared, 5% of the five (5) year total cost, made payable to TCLP, without conditions. The bid security shall be enclosed in the same envelope as that containing the bid and is not to be submitted separately.



- b. The proceeds of such guarantee shall become the property of TCLP if for any reason whatever the Successful Bidder, after opening of bids, withdraws from the competition or refuses to execute this Contract and furnish required bonds and other information and affidavits within ten (10) days after award of a contract.
- c. The bid securities submitted by the unsuccessful bidders shall be returned after the Agreement is executed by the successful bidder, or sooner at TCLP's discretion.

5. Prosecution of the Work

- a. The Electric System, including its generation, transmission, substation and distribution systems, will be energized during the period of performance of the work covered by the specification. The work shall be performed at such time, in such manner, and with such force, as to expedite the work and avoid interruption of electric service to customers. Safety related planned interruptions shall be scheduled in advance and all work shall be arranged to minimize the duration of such interruptions. TCLP shall be promptly notified of any unplanned power line interruption or damage.
- b. The mention of any specific responsibility or liability of the Successful Bidder in this Contract Documents shall not be construed as a limitation or a restriction upon the general responsibility or liability imposed upon the Successful Bidder.

6. Clearance

- a. All trees to be trimmed shall be so trimmed as to provide maximum practical horizontal and vertical clearance from conductors to provide maximum safety against possible contact of trees, limbs, or branches with energized conductors.
- b. The clearances listed in the following table are to be obtained wherever possible, which is consistent with arboricultural line clearance pruning practices:

RECOMMENDED MINIMUM CLEARANCE OF CONDUCTORS

DEFINITION	SECONDARY	PRIMARY	69Kv
Top of Tree	3.8'	10.6'	15'
Over-Hanging	4.9'	13.6'	Avoid
Main Trunk	4'	10.9'	Avoid
Main Limb	4'	10.9'	Avoid
Branches	4'	10.9'	15'

- c. When providing tree clearance for new lines the Successful Bidder shall adhere to the following:
 - i. Trees that are below wires shall be trimmed to establish a minimum clearance for secondary of 5' and for primary of 10.6'.



- ii. Trees that are above wires shall be trimmed to establish a minimum clearance for secondary of 5' and for primary avoid, if possible. Where this is not possible, minimum clearance above shall be 13.6'.
- d. Refrain from complete top removal, but, if necessary, employ the drop-crotching method.
- e. Avoid notches in the upper crown whenever possible.
- f. In the event obtaining the above clearance will require more severe trimming than the Successful Bidder deems proper arboricultural line clearance pruning practice the Successful Bidder shall, before trimming the trees, request TCLP's approval of lesser clearance. Such approval shall be granted on a "per tree" basis. Each tree trimmed to a lesser clearance shall require a separate request for approval.

7. Guarantees

The Successful Bidder shall guarantee:

- a. That all work supplied hereunder be guaranteed for a period of one (1) year from date of acceptance against defects due to poor workmanship.
- b. That all work performed be in accordance with the specifications identified in this Contract, or as otherwise specified.
- c. That it will secure the permission of the public authority or property owner(s) having jurisdiction or ownership of the tree(s) to be removed or trimmed.
- d. In the event of failure to comply with the guarantees, the Successful Bidder shall proceed at the Successful Bidder's own expense to rectify faulty workmanship or faulty performance and in the event of failure to do so an owner may proceed to have such rectification made at the expense of the Successful Bidder.

8. Permitting and Right-of-Way

- a. The Successful Bidder shall perform all work covered by the Specifications herein in conformance with the laws, restrictions and practices, enacted or established by State, County, or Municipal Authorities.
- b. Along the public streets, alleys, roads, and highways and on private property the Successful Bidder shall trim and cut trees and brush only to the maximum clearances expressly permitted by the public authorities or by trimming rights on private property.
- c. The Successful Bidder shall correctly identify the property owner and secure verbal permission from private owners for the right to perform the trimming of trees or written permission to cut down trees called for by this agreement, along public highways and on private property. Such permission shall be obtained before commencement of work.



- d. Successful Bidder is solely responsible for all claims of timber trespass.

9. Permits, Ordinances, Regulations, and Licensing

- a. The Successful Bidder must obtain all permits and pay all fees and charges for use of public or private property for its activities.
- b. The laws of the State of Michigan shall govern the interpretation of this Contract including Commercial Driver's License requirements for vehicle operators.

10. Protection of Work and Property

- a. The Successful Bidder shall continuously maintain adequate protection of all work area from damage and shall protect all property from injury or loss arising in connection with this Contract. The Successful Bidder shall make good any such damage, injury, or loss. The Successful Bidder shall adequately protect adjacent property as provided by law or these Specifications. The Successful Bidder shall provide and maintain all passageways, guard fences, lights, and other facilities for the protections required by public authorities or local ordinances.
- b. The Successful Bidder shall coordinate with the proper police agency and shall properly barricade work areas to prevent pedestrian traffic under the trees being trimmed or removed. The Successful Bidder shall place warning signs in the adjacent traffic lanes to warn oncoming traffic that tree work is in progress. The Successful Bidder shall coordinate with TCLP when flagmen are needed to maintain traffic within a work zone. Any limbs trimmed from trees that fall into public streets shall be immediately removed.
- c. In an emergency affecting the life, or the work, or the adjoining property, the Successful Bidder, without special instruction or authorization from TCLP, is hereby permitted to act to reduce such threatened loss or injury, and the Successful Bidder shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Successful Bidder because of emergency work, shall be determined by agreement.

11. Cleaning Up and Disposal

- a. The Successful Bidder shall clean up and remove all of the debris and rubbish that has accumulated in connection with the work under this Contract. Streets and private property must be kept clear and free from rubbish at all times and must be left in a neat and orderly condition **at the end of each day's work.** Successful Bidder shall remove and dispose of all brush and debris in accordance with the desire of affected property owners or TCLP.
- b. In no case shall brush or wood be allowed to remain on public thoroughfares overnight or on lawns unless arrangements have been made with the property owner and the brush piles are properly marked for safety.



- c. In the event the Successful Bidder fails to comply with this clause, TCLP will notify the Successful Bidder of such failure, and if such failure proceeds for twenty-four (24) hours after such notification, TCLP may cause such debris, litter, or waste to be removed at the Successful Bidder's expense. Any return to clean up brush, hangers, or yards found by inspection by TCLP, or public complaint, shall be done at the Successful Bidder's expense and considered as "down time" to TCLP.
- d. Any wood that cannot be chipped may be given to property owners at their request. In the event that they do not wish to have it, it may be given to any other person requesting said wood. Under certain circumstances wood will need to be hauled away by Successful Bidder.

12. Restoration for Damage to Property

- a. The Successful Bidder shall be responsible for any and all damage to utilities or other facilities such as sewers, water lines, gas lines, underground or overhead electric power or communication lines and the like caused by the Successful Bidder or its employees.
- b. The Successful Bidder shall promptly repair and restore all structures, including fences damaged by the Successful Bidder during the progress of the work. In lieu of such repairs, and if agreeable to the owner of the damaged structure, the Successful Bidder may make a fair and equitable monetary compensation to such owner.
- c. Whenever lawns or shrubs or other decorative growth may be damaged by the Successful Bidder during the progress of the work, the Successful Bidder shall promptly compensate the owner of such property by replacing the damaged growth. In lieu of such replacement, and if agreeable to the owner of the damaged growth, the Successful Bidder may make a fair and prompt monetary compensation to such owner. The Successful Bidder shall make fair and prompt payments for any crops damaged by the Successful Bidder.

13. Safety

- a. The Successful Bidder shall proceed with work in a manner dictated by safe work practices using tools and rigging of safe character, and shall comply with all federal, state and local laws and regulations of the particular work being done.
- b. This shall include all necessary guards, railings and other protective devices for work to permit safe working conditions for employees and to prevent hazards to employees of the Successful Bidder, TCLP, or to the public.
- c. If in the opinion of TCLP the Successful Bidder is not proceeding with work in a safe manner, TCLP may direct the Successful Bidder's immediate work stoppage to rectify the unsafe conditions forthwith.



14. Risks of the Work

- a. The Successful Bidder shall carry on the work at the Successful Bidder's own risk and responsibility until it is fully completed and accepted by TCLP.
- b. Implied work shall be provided by the Successful Bidder as if the same had been stated specifically without any additional charge to TCLP.

15. Labor and Superintendence

- a. The Successful Bidder shall keep on the work sites a competent supervisor and necessary assistants, all satisfactory to TCLP. The supervisor shall not be changed except with the consent of TCLP. No supervisor who is not satisfactory to TCLP shall be retained. The supervisor shall represent the Successful Bidder and all directions given to the supervisor shall be binding as if given to the Successful Bidder. On written request such directions shall be confirmed in writing to the Successful Bidder.
- b. The Successful Bidder shall employ only persons who are trained, competent, skilled and experienced in the operations in which they are engaged. No Successful Bidder employee shall be permitted on the premises that are obnoxious and dangerous in conduct, disturbing or under the influence of intoxicating liquors or drugs. Successful Bidder shall be required to remove any such person from the premises.
- c. The Successful Bidder shall advise TCLP daily of the number and class of employees on assignment for the execution of this Contract. The Successful Bidder will submit documentation of formal education of crew members and will provide crew members with a demonstrated expertise through training documentation. At all times and at a minimum, the crew shall consist of at least two experienced crew members.
- d. The Successful Bidder shall confine apparatus and the operations of employees to limits indicated by law, ordinances, permits, property lines, or as directed by TCLP; In addition, the Successful Bidder shall not unreasonably encumber a premises or public roadway with its equipment or materials.

16. Supervisor Availability

The supervisor shall carry a phone during regular working hours. The supervisor shall respond when called by a TCLP employee. TCLP will also provide a company radio that will need to be on at all times while working under this Contract.

17. Customer Relations

- a. In order to maintain good customer relations, Successful Bidder's crew members shall wear uniforms and hard hats with the company name of the Successful Bidder clearly displayed. The uniforms and hard hats shall be clean and in good repair.



- b. All public relations such as access and trimming permission from property owners, and general crew conduct, shall be handled by the Successful Bidder and will be conducted in such a manner with the upmost customer sensitivity.
- c. In the event that a complaint is made concerning the work or conduct of the crew, the Successful Bidder shall contact the person who made the complaint and provide TCLP with a report of the problem and its resolution.
- d. The Successful Bidder shall always keep magnets provided by TCLP visible on the side of the truck identifying them as working for TCLP.
- e. Under no circumstances shall the Successful Bidder perform private tree services for TCLP customers.

18. Equipment

- a. The bucket truck to be provided for tree trimming service shall have a seventy (70) foot working level. It shall be O.S.H.A. and M.I.O.S.H.A. approved for tree trimming on an electrical distribution system (up to and including 69kV). The truck shall be equipped with an automatic vehicle locator (AVL) that TCLP has access to. The Successful Bidder will supply, at no additional charge, all tools and equipment such as pruners, ropes, and any other tools the Successful Bidder considers necessary to perform the work. NOTE: The truck is to be **newer than five (5) years old**, kept washed and in good repair. If a truck is down for repairs and it is out of service for more than one working day, another truck is to be supplied. TCLP will not be cost responsible for any downtime related to equipment repairs.
- b. In addition to the above equipment, the Successful Bidder shall provide a truck for wood chips along with a chipper that is **newer than five (5) years old**, and have at their disposal any other rolling stock the Successful Bidder considers necessary at no additional charges. The chipper shall be a wheel feed style drum chipper that chips soft wood at least 8" diameter. If the chipper is down for repairs for more than one working day, another chipper will be supplied. TCLP will not be cost responsible for any downtime related to equipment repairs.
- c. Vehicles and equipment shall be stored at facilities furnished by the Successful Bidder. These facilities shall not be located more than five (5) miles from TCLP service territory and may be stored on TCLP or city property with approval from TCLP.

19. Inspection of Work

TCLP shall at all times have access to the worksite whether it is in preparation or progress, and the Successful Bidder shall provide access for inspections.



20. Time and Manner of Performing the Work

- a. TCLP must be consulted on the time and manner of performing the work so as to cause the least interference with other contracts and TCLP's operations. The Successful Bidder must maintain a sufficient labor workforce to perform the work expeditiously and to ensure its completion within the specified schedule and project requirements.
- b. The Successful Bidder's procedure and methods of tree trimming may, in general, be of the Successful Bidder's own choosing, provided they secure results that will satisfy the requirements of the plans, specifications and supervision. **TCLP requires that other options are to be considered prior to the use of climbing spikes. Climbing spikes are not to be used unless the tree that is being worked is going to be cut down. Violation of this provision may be regarded as a material breach of this Contract.**
- c. Before beginning any work, the Successful Bidder shall, at the request of TCLP, submit a written outline of arboreal techniques and layout of plans, including provisions for the delivery and storage of equipment and shall submit written revisions thereof as modifications may become necessary, or as may be required, both sufficient in detail to enable TCLP to judge the adequacy of the Successful Bidder's operations and to anticipate the progress and completion of the work. The Successful Bidder shall keep TCLP fully notified of the commencement of new work or locations.

21. Changes in the Work

- a. TCLP, without invalidation of this Contract, may order extra work or make changes by altering, adding to, or deducting from the work. All such work shall be executed under the conditions of this Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- b. In giving instructions, TCLP shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from TCLP stating that TCLP has authorized the extra work or change, and no claim for an addition to the rates set forth in Exhibit 'A' - Fee Schedule shall be valid unless so ordered.

22. Separate Contracts

This is a non-exclusive contract. TCLP reserves the right to let other contracts in connection with this work or to perform such related work utilizing its own employees as TCLP may deem desirable. The Successful Bidder shall afford other Successful Bidders and TCLP reasonable opportunity for the introduction and execution of their work and shall properly connect and coordinate the Successful Bidder's work with theirs.



B. INSURANCE REQUIREMENTS

The Successful Bidder shall carry the following insurances, which may be obtained through an Umbrella Policy, and prior to commencing any work provide to TCLP satisfactory proof of said insurances:

- a. Workers' Compensation: The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and Successful Bidder shall provide a certificate of insurance or copy of state approval for self-insurance to TCLP upon execution of this Contract.
- b. Comprehensive General Liability Insurance Coverage: Naming the City Of Traverse City and TCLP 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

- c. Comprehensive Automobile Liability Insurance Coverage: On all self-propelled vehicles used in connection with this Contract whether owned, non-owned, or hired in the minimum coverage amount of \$2,000,000.
- d. Property damage limit shall not be less than \$1,000,000 for each incident
All policies shall name as additional insured's the City of Traverse City and TCLP, including all of their elected and appointed officials, boards, commissions and authorities, and including their board members, employees, and volunteers. Also, to be listed as Additional Insureds are State of Michigan, MDOT, Michigan State Transportation Commission (STC) and Great Lakes Central Railroad. This coverage shall be primary to the Additional Insureds, and not contributing any other insurance or similar protection available to the Additional Insured's whether said other available coverage be primary, contributing, or excess. No cancellation, modification, amendment, or termination of the policies of insurance may be made without thirty (30) days prior written notice to TCLP of such cancellation, modification, amendment, or termination and must be approved in advance by TCLP.



C. 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 Vegetation Line Clearance Contract, the Bidder will not become an “Iran linked business” at any time during the course of performing the work or any services under this 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 this 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: _____



D. BID SUMMARY

Bidder – Please complete and return

TITLE: Vegetation Line Clearance Contract

DUE DATE: Monday, July 1, 2024, at 10:00AM EST

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 TCLP and to provide proof of any required insurance.

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

Bid forms are to be completed, including bid sheet, and submitted.

Bidder understands that TCLP 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 TCLP. The bids will be evaluated and awarded on the basis of the best value to TCLP. Criteria used will include, but not be limited to, bidder/Successful Bidder's ability, qualifications, experience, price, and overall capability meeting the needs of TCLP. TCLP is sales tax exempt – Government.

Bidder shall pay all sales, consumer, use and other similar taxes required to be paid by Bidder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the work.

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 TCLP, 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.

Terms: Payment will be made as soon as possible upon invoicing.

Bidder certifies that as of the date of this bid, Bidder's company or Bidder is not in arrears to TCLP 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: Daren Dixon, Operations Manager, Traverse City Light & Power, at ddixon@tclp.org.



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



F. EXHIBIT ‘B’ – BID PROPOSAL OF THE CONTRACTOR

The undersigned bidder, having examined and determined the scope of the work described in the Specifications, hereby proposes to provide the required labor, services, material and equipment, and to perform work described in this Contract documents as follows:

Time and Equipment Costs for Crew Rate

	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Foreman					
Trimmer					
70’ Aerial Lift Truck					
Chipper (drum)					
Power Saw (ground)					
Power Saw (prune)					
Total Hourly Rate					

Additional Combined Hourly Crewing Rates That Include All Necessary Equipment & Personnel

	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Mower Crew Rate					
Spray Crew Rate					
3 Person Climbing Crew Rate					
2 Person 55’ Bucket Crew Rate					

Note: At times work may dictate the need for additional persons and or equipment. Any changes to crewing or equipment must be preapproved by TCLP. Successful Bidder shall supply additional equipment in a manner that will not cause delays to necessary work. Successful Bidder must submit in writing to TCLP any costs not listed. Overtime shall be paid at one/half times the hourly rate specified for the personnel for hours worked over forty (40) hours per week. All overtime must be preapproved in writing by TCLP person designated to receive notice or Executive Director.

**TRAVERSE CITY LIGHT AND POWER DEPARTMENT
VEGETATION LINE CLEARANCE SERVICES AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2024 by and between the TRAVERSE CITY LIGHT AND POWER DEPARTMENT, a Michigan municipal electric utility, of 1131 Hastings St., Traverse City, Michigan, 49686, (the “TCLP”), and CONTRACTOR NAME, a corporation of CONTRACTOR ADDRESS (the “Contractor”).

WITNESSETH:

WHEREAS, TCLP desires to engage the services of the Contractor for vegetation line clearance services in the TCLP service area; and

WHEREAS, The Contractor desires to enter into a contract with TCLP to provide vegetation line clearance services in accordance with the terms, conditions, and agreements hereinafter set forth.

THEREFORE, the parties mutually agree as follows:

1. **Documents Constituting Agreement.** For purposes of this Agreement, the Contract Documents are defined to include this Agreement and the following:

- Exhibit A: Vegetation Line Clearance Specifications
- Exhibit B: Bid Proposal of the Contractor

It is the intent of the parties hereto that the above itemized documents constitute an integration of all documents forming the basis of this Agreement.

2. **Scope of Services.** The Contractor shall furnish all labor, materials, and equipment at an hourly/weekly rate as set forth in “Exhibit B” to perform the services necessary to provide vegetation line clearance/tree removal for the TCLP service area, as may be expanded during the term of this Agreement. The specific manner in which this Agreement shall be performed shall be in full compliance with the Vegetation Line Clearance Specifications attached hereto as Exhibit “A”.

3. **Period of Performance.** The term of this Agreement shall be for a Five (5) year commencing on November 4, 2024, through November 4, 2029. During this period the Contractor shall maintain a crew in the TCLP service area during the normal work week, beginning on Monday and ending on Friday of each week, excluding TCLP Holidays; or as directed by TCLP. Contractor will also provide a crew or crews as needed for emergency work, or as deemed necessary by TCLP.

4. **Contractor Responsibility.** The Contractor shall employ such personnel and equipment for the faithful execution of this contract in a diligent and orderly manner for the work to be performed and completed which shall at all times comply with the Vegetation Line Clearance Specifications. Contractor shall render all services under this Agreement according to

generally accepted professional practices for the intended use of the work. 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.

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

6. **Compensation and Method of Payment.** TCLP shall pay the Contractor's bi-weekly invoices according to the rates for labor, equipment, and materials as set forth in Exhibit "B" for actual hours worked. Invoices shall be approved by TCLP and submitted for payment after TCLP's inspection of the work performed to ensure that it meets the required standards. All work that is invoiced but not accepted shall be deducted from the invoice before being submitted for payment; those charges not approved shall be invoiced separately upon satisfactory completion. Payment to the Contractor shall be made within thirty (30) days after the date of invoice.

7. **Insurance.** The Contractor shall at all times during the term of this Agreement maintain insurance in compliance with the Vegetation Line Clearance Specifications in the amounts as identified in Exhibit "A". No cancellation, modification, amendment, or termination of the policies of insurance may be made without thirty (30) days prior written notice to TCLP of such cancellation, amendment, or termination; subject to TCLP's approval of cancellation. It is understood and agreed that the City of Traverse City and TCLP shall be named as additional insured's, including all of their elected and appointed officials, boards, commissions and authorities, and including their board members, employees, and volunteers. Also, to be named as Additional Insured's are State of Michigan, MDOT, Michigan State Transportation Commission (STC) and Great Lakes Central Railroad. This coverage shall be primary to the Additional Insureds, and not contributing any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.

8. **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 Executive Director upon execution of this Agreement.

9. **Compliance with Regulations.** The Contractor shall keep itself fully informed and shall at all times comply with local, state, and federal laws, rules and regulations applicable to this contract and the work to be done herewith. (Included in this contract is a copy of the City of Traverse City Tree Trimming Ordinance). The Contractor shall obtain and pay all permits required by any agency or authority having jurisdiction over the work to be performed pursuant to this Agreement.

10. **Notice.** In the event notice is required pursuant to the terms and conditions of this Agreement, or any document incorporated herein by reference, notice shall be given to the parties at the following designated addresses:

Light and Power:

Daren Dixon
Traverse City Light and Power
1131 Hastings St.
Traverse City, MI 49686
Email: ddixon@tclp.org

Contractor:

11. **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 X Email X Internet ___ No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

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

13. **Independent Contractor.** The relationship of the Contractor to TCLP 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 TCLP, 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 workers compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

14. **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, TCLP is under no obligation to engage Contractor in such work.

15. **Non-discrimination.** The parties agree 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 race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or genetic makeup. Breach of this covenant may be regarded as a material breach of this Agreement.

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 this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of TCLP. Any assignment, subcontract, or transfer of Contractors duties under this Agreement must be accepted by TCLP in writing.

17. **Third-Party Participation.** The Contractor agrees that despite any approved 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 TCLP and the Contractor agree to modification(s) in a particular case.

18. **Third-Party Beneficiaries.** The parties do not intend for there to be any third party beneficiaries to this agreement.

19. **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.

20. **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 Contractors services and duties hereunder. The Contractor further covenants that in the performance of the Agreement, no persons having any such interest shall be employed. Contractor further covenants that neither it nor any of its principals are in default to TCLP or the City of Traverse City.

21. **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, TCLP 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.

22. **Termination.**

A. **For Fault.** If TCLP 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 the time of termination may be adjusted to cover any additional costs occasioned TCLP by reason of the termination. This provision for termination shall not limit or modify any other right of TCLP to proceed against the Contractor at law or under the terms of this Agreement.

B. Not for Fault. Whenever TCLP determines that termination of this Agreement in whole or in part is in the best interest of TCLP or in the event that termination is required by any State, Federal, or local agency, TCLP may terminate this Agreement by written notice to the Contractor specifying the services terminated and the effective date of such termination. Upon termination, the Contractor shall be entitled to and TCLP shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

C. Alternative Termination. TCLP may terminate this Agreement for fault and, in the alternative, not for fault.

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. If the suspension of work lasts for more than 30 days, TCLP may terminate this Agreement.

24. **Delay.** If the Contractor is delayed in the completion of the work due to Force Majeure, or otherwise, the time for completion may be extended for a period determined by TCLP to be equivalent to the time of such delay. TCLP may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by TCLP, the Contractor shall be entitled to and TCLP shall pay the costs actually incurred in compliance with this Agreement until the date of such termination, but not more than the maximum contract amount.

25. **Indemnity.** Contractor shall defend, indemnify and save harmless TCLP and the City of Traverse City, its officers and employees, from and against any and all claims, liabilities, losses, damages, actual attorney's fees and settlement expenses for injury or death of 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 the joint negligence of TCLP and that of Contractor, Contractor's employees, agents or subcontractors. This indemnification agreement shall not be limited by reason of any insurance coverage.

26. **Dispute Resolution.** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves, and before formally instituting any other dispute mechanism, they shall utilize the services of a

mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

C. Notice. Written notice of a dispute shall be given to the other parties not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice.

27. **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.

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

WITNESS:

TRAVERSE CITY LIGHT AND POWER
DEPARTMENT

By: _____
Chairman

By: _____
Executive Director

CONTRACTOR

By: _____

Print: _____

Title: _____

Approved as to Form:

W. Peter Doren, Esq.
Sondee, Racine & Doren, PLC
Traverse City Light & Power General Counsel