



Wednesday July 27, 2022

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 **Wednesday, August 24, 2022, at 10:00AM EST** for the following project:

Climate Action Plan #3
(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 "Climate Action Plan #3."

Please submit two sealed copies of the bid to TCL&P 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 "Climate Action Plan #3", 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.

Please direct ALL questions to: Karla Myers-Beman, Controller, Traverse City Light & Power, at kmyersbe@tclp.org.

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



A. INTRODUCTION

For TCL&P, the journey to a cleaner energy future began with its investments in renewable resources for providing energy to its customers. In 1996 it pioneered the first utility grade windmill in the United States, which allowed it to establish a “green rate” to allow its customers to invest in renewable energy at a premium.

That first step started TCL&P’s momentum with the closure of coal plants, increased investments in wind and solar projects and the 2018 establishment of an 100% renewable energy goal by or before 2040.

Since 1996, much has changed in the industry in terms of capabilities and affordability. Emphasis on decarbonization has increased, as well as the criticality of grid modernization and resilience. However, the focus on a clean energy future remains strong.

While TCL&P is aware of the ongoing debate as to the reality or severity of “Climate Change”, its actions and goals demonstrate its value for climate health. TCL&P desires to determine and strategize its role as an active participant in climate health in a manner that allows it to sustain utility business and services while being mindful of its impact to all people, its financial viability, and the planet it shares.

TCL&P intends to develop and implement a strategic framework for measuring, planning and positively impacting the climate based on the above. This strategic framework will be utilized for future corporate strategic planning as well as further collaboration with the Traverse City community and government.

The development of this framework will be based on an electric utility’s perspective that considers a variety of developing industry trends, several high-level examples of which are noted below:

- Beneficial Electrification
- Distributed Energy Resources
- Energy Waste Reduction
- Decarbonization
- Energy Storage
- Technology/Innovation
- Carbon-Emission Free fuel supply alternatives

Through this process, the utility will be issuing three requests for proposals. This first subset was issued on May 20, 2022, and included scope of work for energy waste reduction, electrification, and demand response. The second subset was issued on June 17, 2022, and included scope of work for distributed energy resources, energy storage and decarbonization. (A total separate proposal will be issued for a cost-of-service study which will continue to evaluate the current residential and industrial time of use rates and propose a new time of use rates for the commercial class. The study will also incorporate dynamic pricing, demand charges, and et cetera and will be developed to meet the utility’s strategic goals) The final request, which is this proposal will



incorporate the information obtained from the two first subsets and integrate the information for the development of a climate action plan (previously recognized as an integrated resource plan) that will provide the utility a roadmap to 100% renewable energy and the Board's decarbonization goal.

B. COMPANY OVERVIEW

TCL&P is a municipally owned electric and telecom utility located in Traverse City, Michigan. The utility prides itself on being a responsive and community-friendly electric utility whose core purpose is to provide electric service, but it has grown to provide telecom services/smart grid with the new TCLP fiber as well as a complimentary downtown Wi-Fi network, dark fiber system, and street lighting. TCL&P's core values are safety, high reliability, low rates, transparency and exceptional customer service and communications.

TCL&P is the exclusive provider of electric service (residential, commercial and industrial) within the City of Traverse City and portions of East Bay, Elmwood, Garfield and Peninsula Townships. TCL&P has approximately 12,800 customers with a peak demand of 67.72 MWh in 2020. 73% of the utility's customers are residential providing 20% of the utility's revenues; conversely, 27% are commercial and industrial customers that provide 80% of the utility's revenues. Currently, TCL&P is a \$34 million operation with net assets of \$76.7 million. TCL&P employs 35 full-time employees including 24 employees who are represented by the Utility Workers Union of America Local 295.

TCL&P's service territory is approximately 16 square miles with the electrical infrastructure consisting of three transmission substations, approximately 25 miles of transmission lines, five distribution substations, 91 miles of overhead distribution lines and 84 miles of underground distribution lines.

As a member of the Michigan Public Power Agency (MPPA), TCL&P participates in various projects throughout the state and locally with a current generation mix consisting of 39.55% coal; 32.42% MISO market; 21.3% renewable; and 6.73% natural gas. TCL&P purchases approximately 330,000 MWh annually.

In 2018, Traverse City Light and Power launched an Automated Metering Infrastructure Program where all customers are invoiced based on their monthly consumption provided by their hourly readings. The utility has implemented a MyMeter Portal located on the utility's website.

C. SPECIFICATIONS

1. Scope of Work

❖ Integrated Resource Planning

- Forecasted energy and demand requirements based on different scenarios including additions and/or changes in: renewable energy sources, carbon neutrality, decarbonization, energy storage,



demand response programs, customer sited generation, energy waste reduction and electrification efforts including electric transportation.

- Modeling information should be presented, transparent accessible allowing for clear identification of various scenarios, sensitivities and identifiable uncertainties that are influenced by environmental, financial/economic, reliability, resiliency, and other operational impacts on the utility.
 - Pricing should be provided on a base case scenario, cost of each additional scenario, and cost of each sensitivity analysis on the provided scenarios.
- Projections will be determined on energy waste reduction, demand response, electrification, distributed generation, energy storage and carbon neutrality through services rendered from Climate Action Plan #1 and #2. TCL&P will assist in the coordination with the consultants selected for Climate Action Plan #1 and #2 for the data sets relating to each tool (energy waste reduction, demand response and et cetera) mentioned previously in assisting the utility to achieve 100% renewable energy.
- Provide information on the modeling methodology (stochastic, deterministic or other type) that will be used to develop the integrated resource plan along with an explanation as to why that particular modeling methodology was utilized. Additionally, provide the benefits and potential gaps associated with the utilized modeling methodology.
- Provide information as to the type of software to be used in the modeling and if there are ways for TCL&P staff or if it would require the consultant to update the model in the future based on actual results with either the utilized software program or an alternative method.
- Develop a plan based on the current generation portfolio and the anticipated retirements of generation over the next ten to twenty years and determine the need for additional resources to provide a diversified/hedged purchase power portfolio while meeting the 100% renewable energy goal by 2040 or before.
- Review the current network transmission financial rights the utility currently owns through MPPA and benefits received through MISO's Attachment O filings for any enhancements or changes to achieve higher financial and economic benefit to the utility.
- Participate in one or more stakeholder engagement activities whereby basic educational information on IRP modeling is presented.

2. Instructions to Bidders

- a. All bids must be submitted on the forms provided. Complete and return **ONLY** the following forms:
 1. Section E – Iran Economic Sanctions Act
 2. Section G – Submission Form
 3. Attachment A – Pricing Sheet including travel costs



- b. Bidders should also submit the following information:
 - 1. A general overview of your organization and its qualifications.
 - 2. Examples of recent similar work completed for similar organizations.
 - 3. Identification of specific staff members dedicated to his project along with resumes of the staff members.
 - 4. A general process description, including timeline with required meetings with staff and/or the TCL&P Board.
 - 5. References from relevant clients (ideally within the utility industry) who have retained your organization to conduct similar work within the past three years. (Three to five references are preferred, including telephone and/or e-mail contact information.)
- c. Bidders may submit bids on a Lump Sum or Time & Material basis. Bidders may submit a bid for one category only, or a combination of two or more categories. Bidders may also provide discount pricing if more than one scope of work is selected. On the pricing sheet the bidders are encouraged to list milestones or timeline of their process including expected payment schedule.
- d. The Successful Bidder will submit all invoices directly to the Chief Financial Officer for payment. All invoices must show Traverse City Light & Power as the invoiced party.

3. Pre-Bid Meeting

A non-mandatory pre-bid conference call will be held on **Wednesday August 11, at 1:00 PM EST** via Microsoft Teams. Please send an email to kmyersbe@tclp.org to receive an invite to the Teams meeting. A recording of the meeting will be provided if you are unable to make it.

4. Timeline

7/27/2022	Proposal Issuance	9/2/2022	Final Team Evaluation and Decision
8/11/2022	Bid Conference Call	9/13/2022	Board Meeting
8/17/2022	Last day for questions	9/30/2022	Contracted executed and commencement of work
8/24/2022	Proposal Due	4/26/2023	Completion of work
8/26/2022	Evaluation	5/9/2023	Presentation to the Board
8/31/2022	Interviews		



D. INSURANCE REQUIREMENTS

The following insurance requirements must be met throughout the project:

- a. The Successful Bidder 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 Successful Bidders on site.
- f. Insurance types and coverages:
 1. 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 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 with a \$1,000,000 minimum.
 3. Professional liability insurance coverage: Naming the City Of Traverse City and TCL&P as additional insured's: with a \$1,000,000 minimum.
 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.



E. 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 Climate Action Plan #3, the Bidder will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

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

BIDDER

By: _____
Its: _____
Date: _____

STATE OF _____)

COUNTY OF _____)

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

_____ .

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



F. BID SUMMARY

Bidder – Please complete and return

TITLE: Climate Action Plan #3

DUE DATE: Wednesday August 24, 2022, 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 sixty (60) 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 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 with other requested information.

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/Successful Bidder's ability, qualifications, experience, price and overall capability meeting the needs of TCL&P. TCL&P 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 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.

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

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

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Please direct ALL questions to: Karla Myers-Beman, Chief Financial Officer, Traverse City Light & Power, at kmyersbe@tclp.org.



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

1.

4.

Name of Organization

Name of Organization

Contact Person

Contact Person

Phone Number

Phone Number

2.

5.

Name of Organization

Name of Organization

Contact Person

Contact Person

Phone Number

Phone Number

3.

Name of Organization

Contact Person

Phone Number



ATTACHMENT A – PRICING SHEET

Bidders may submit bids on a Lump Sum or Time & Material (T&M) basis. Bidders may submit a bid for one category only, or a combination of two or more categories. For each category, indicate if the bid will be Lump Sum or T&M, and provide all appropriate milestones for that category. Additional pages may be used if needed.

INTEGRATED RESOURCE PLANNING <input type="checkbox"/> Lump Sum <input type="checkbox"/> T&M <input type="checkbox"/> No Bid
Bid Price \$ _____
Integrated Resource Planning - Milestones

**TRAVERSE CITY LIGHT AND POWER DEPARTMENT
CONSULTANT AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2020, by and between the TRAVERSE CITY LIGHT AND POWER DEPARTMENT, a Michigan municipal electric utility, whose address is 1131 Hastings St., Traverse City, Michigan, 49686, ("TCL&P"), and _____, Michigan (the "CONSULTANT");

WITNESSETH:

WHEREAS, TCL&P desires to engage the services of the Consultant to furnish technical and professional assistance concerning the project which is described as:

(The "Work")

and the Consultant wishes to furnish such technical and professional service to TCL&P and has represented that Consultant has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Consultant shall provide services in accordance with and as set forth in Schedule "A", Scope of Services, attached hereto and incorporated herein by reference.
2. Compensation and Method of Payment. TCL&P shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement **[insert flat fee, estimate with attached rates, or not-to exceed figure with attached rates]** in accordance with Schedule "B", "Timetable for Activities and Schedule of Payments", attached hereto and incorporated herein by reference.
3. Period of Performance. The services to be rendered under this Agreement shall commence within five (5) working days of execution hereof. Performance shall be in accordance with the schedules attached hereto.
4. Independent Contractor. The relationship of the Consultant to TCL&P is that of an independent contractor and in accordance therewith, Consultant 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

ATTACHMENT B

worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by Consultant to be a joint endeavor.

5. Consultant Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

6. Indemnity. Consultant shall defend, indemnify and save harmless TCL&P, 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 Consultant or its employees, agents or subcontractors, in connection with performing this Agreement, or the joint negligence of TCL&P and that of Consultant, Consultant's employees, agents or subcontractors. This indemnification agreement shall not be limited by reason of any insurance coverage.

7. Insurance. The Consultant shall acquire and maintain commercial general liability insurance coverage, comprehensive automobile liability insurance coverage, and professional liability coverage. The limits and deductible applicable to them shall be as follows:

- A. Commercial general liability insurance coverage with a \$1,000,000 minimum.
- B. Comprehensive Automobile Liability insurance coverage with a \$1,000,000 minimum.
- C. Professional liability insurance coverage with a \$1,000,000 minimum.

The Consultant agrees not to change and agrees to maintain such insurance throughout the period of performance of this Agreement. Consultant will upon execution of this Agreement provide a certificate of insurance to TCL&P. Such certificate shall name TCL&P as an additional insured.

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

9. Compliance with Regulations. The Consultant shall 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.

ATTACHMENT B

10. Standard of Conduct. Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

11. Confidentiality. Consultant agrees that it, its employees, agents, and subcontractors, will not at any time, either directly or indirectly, communicate to any person, firm, corporation or public entity, in any manner whatever, any information concerning any matters affecting or relating to the business, records or other business data of TCL&P without the express written consent of the executive director of TCL&P. This promise of confidentiality is made without regard to whether any or all of the information would be deemed confidential, material or important. The parties stipulate that as between them, all information arising from Consultant's services are important, confidential, material and affect the successful conduct of the business of TCL&P and its goodwill. The parties are not bound by this clause where disclosure is required by law or court order.

12. TCL&P's Obligation. TCL&P shall provide Consultant with all information currently available to TCL&P upon request of the Consultant. The Executive Director shall designate a TCL&P employee to be TCL&P's representative for purposes of this Agreement.

13. 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.

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

15. Third Party Participation. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Consultant in the conduct of the project unless TCL&P and the Consultant agree to modification in a particular case. The Consultant shall not subcontract unless agreed upon in writing by TCL&P. It is hereby agreed to that _____ may act as a subcontractor to the Consultant.

ATTACHMENT B

16. Interest of Consultant. The Consultant 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 Consultant's services and duties hereunder. The Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed. Consultant further covenants that neither it nor any of its principals are in default to TCL&P.

17. Covenant Against Contingent Fees. The Consultant 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 Consultant. The Consultant 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. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in the Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

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

21. Termination.

A. For Fault. If TCL&P determines that the Consultant 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 Consultant 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 Consultant shall correct the violations referred to in the notice. If the Consultant 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 Consultant at time of termination may be adjusted to cover any additional costs occasioned TCL&P by reason of the termination. This provision for termination shall not limit or modify any other right to TCL&P to proceed against the Consultant at law or under the terms of this Agreement.

ATTACHMENT B

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

22. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. 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 Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

23. 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) Initiation. A party may initiate mediation by written request and proposing a mediator. The other party shall promptly respond in writing and cooperate in the scheduling. Violation of this provision is a material breach of this contract and a party in such breach is responsible for all the other party's actual attorney fees and costs in filing a lawsuit through conclusion of mediation.

24. 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 Consultant recommend further work concerning the project, TCL&P is under no obligation to engage Consultant in such work.

25. Third Party Beneficiaries. The parties do not intend for there to be any third party

ATTACHMENT B

beneficiaries to this agreement.

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

WITNESS:

TRAVERSE CITY LIGHT AND POWER
DEPARTMENT

By: _____
Tim Arends, Executive Director

CONSULTANT

By: _____

The form of this agreement has been pre-approved by:

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

SCHEDULE A

SCOPE OF SERVICES

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

SAMPLE

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 X.

SCHEDULE OF PAYMENTS

Payments shall be made to the Consultant as follows: