



January 4, 2021

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, January 26, 2021, at time 2:00 PM** for the following project:

Six-Year Substation Maintenance
(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 "Substation Maintenance" project.

You must submit **A SEALED COPY** 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 indicated in the subject line of you e-mail that you are submitted a "Sealed Bid" together with the project description, "Six-Year Substation Maintenance," 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.

If you have any questions, please contact Tony Chartrand, System Engineer, at (231) 932-4562 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



A. SPECIFICATIONS

1. Scope of Work

TCL&P is requesting bids to provide all labor necessary for the preventative maintenance and testing of all of their substations, including yearly DGA oil samples on transformers. This includes maintenance on (11) transformers, (13) 69 kV breakers, (10) 69 kV circuit switchers, and one 138 kV circuit switcher. Contractor is responsible for providing a ladder or man-lift and any other required equipment or tools, as this will not be paid as a separate line item for the preventative maintenance portion. All equipment information and tests/maintenance to be performed have been included as Attachment A.

TCL&P is also requesting bidders include a sheet detailing hourly rates for corrective maintenance for the following:

- NETA certified technician
- Non-NETA certified technician
- Van/Truck (includes basic tools to do most tasks and a ladder)
- Trailer (includes more advanced/specialized tools, pump, and oil container)
- Vacuum oil processing rig
- Man-lift
- Nitrogen and SF6 gas leak detector
- Thermal camera

The project is located at the following sites:

- Barlow – 525 Barlow St within the City of Traverse City, MI.
- Cass – 2313 Sybrandt Rd within Garfield Township, MI.
- East - 1638 Four Mile Rd within East Bay Township, MI.
- Hall – 130 Hall St within the City of Traverse City, MI.
- Parsons – 2463 North Aero Park Ct within the City of Traverse City, MI.
- South – 2760 LaFranier Rd within Garfield Township, MI.

All bidders must familiarize themselves with the site conditions prior to submitting a bid for this project.

Reports must be provided for all work completed detailing test results and any findings for preventative maintenance. A report must also be provided for corrective maintenance certifying that work was completed to fix an identified issue.

All technicians do not have to be NETA certified, but a NETA certified technician must supervise all work performed by a non-NETA certified technicians.

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 Project 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 unit price 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. Corrective Maintenance

- A. Contractor shall provide an estimate for approval prior to starting work.
- B. TCL&P will not be obligated to use contractor if they cannot commit to meeting TCL&P's required schedule.

3. Instructions to Bidders

- A. 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 – Bid Sheet.
- B. Successful Bidder invoicing will be completed on a monthly basis based on the work completed to date. All invoicing will be on a unit basis and will show the total bid unit quantity, completed units to date, amount billed to date, and current billing amount.
- C. The Successful Bidder will submit all invoices directly to the Engineer for payment. All invoices must show Traverse City Light & Power as the invoiced party.
- D. Permitting, with the exception of traffic control, will be completed by the Owner.

4. Completion Date

- A. Each substation to be completed by July 1st of the year indicated. Contractor will have flexibility to schedule work accordingly. Oil samples may be scheduled anytime, but there must be a minimum of 10 months between samples.

5. Site Restoration

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

6. Safety Rules

- A. The Successful Bidder 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 Successful Bidder is ultimately responsible for the safety of all Successful Bidder employees while completing the project(s).

- B. The Owner reserves the right to stop work on the project(s) immediately following any Successful Bidder related injury or accident during the accident investigation period.

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

- A. Following commencement of work on the project(s), the Successful Bidder 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 Successful Bidder has provided sufficient crews and equipment to keep the project on schedule prior to granting permission to leave for an extended period. The Owner's intent is to insure the Successful Bidder is progressing throughout the duration of the Project.
- B. Should the Successful Bidder abandon the Project for greater than five working days, the Successful Bidder 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 Successful Bidder owned vehicles and equipment removed from the project site and moved to an area approved by the Owner.
- C. Should the Successful Bidder leave the project and not comply with the items above, the Owner retains the right to complete those incomplete items and charge the Successful Bidder for all labor and equipment time and material utilized. This includes payment to outside Successful Bidders to complete the required work.

8. 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 Successful Bidder of non-working days due to inclement weather.



B. INSURANCE REQUIREMENTS

The following insurance requirements must be met throughout the project:

- A. The Successful Bidder shall file with 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 that 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. For insurance purposes, the title of ownership of the equipment, if any, furnished by the Successful Bidder shall remain with the Successful Bidder 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 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:

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 Successful Bidders Protective Liability Insurance Coverage \$2,000,000.00 minimum coverage.

The Successful Bidder agrees not to change such insurance and agrees to maintain such insurance throughout the period of performance of this Agreement. Upon execution of this Agreement, the Successful Bidder must 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 Successful Bidder liability. Successful Bidder shall also provide Additional Insured Endorsement CG 20330413 or its equivalent. If any of the required insurance is not renewed or canceled, the Successful Bidder and all sub-contractors shall cease operations and shall not resume until new insurance is obtained. Successful Bidder 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.



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 Six-Year Substation Maintenance, 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: _____



D. BID SUMMARY

Bidder – Please complete and return

TITLE: Six-Year Substation Maintenance

DUE DATE: January 26, 2021 at 2:00 PM

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 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 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 proximity, experience working with TCL&P, cost, and overall capability meeting the needs of TCL&P. TCL&P has created a form to evaluate bidders based on the criteria listed. 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 that 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 thirty (30) days from the actual date of the opening of the bid.

Please direct ALL questions to: Tony Chartrand, System Engineer, Traverse City Light & Power, at (231) 932-4562



E. SUBMISSION FORM

By submitting a response to this RFP you acknowledge that TCL&P may be required from time to time to release records in its possession under the Michigan Freedom of Information Act. By submitting a response, you hereby give permission to TCL&P to release any records or materials submitted by you as TCL&P may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Submitted by:

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

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

1.

_____ Name of Organization	
_____ Contact Person	_____ Phone Number

2.

_____ Name of Organization	
_____ Contact Person	_____ Phone Number

3.

_____ Name of Organization	
_____ Contact Person	_____ Phone Number



F. BID SHEET

❖ **Preventive Maintenance**

Substation	Equipment	Quantity	Unit Price	Extended Price
South (2021)	Transformer	2	\$	\$
	69 kV Circuit Switcher	2	\$	\$
	69 kV Circuit Breaker	2	\$	\$
	15 kV Disconnect Switch	24	\$	\$
	15 kV Tandem Switch	24	\$	\$
	69 kV GOAB	9	\$	\$
	15 kV GOAB	3	\$	\$
	69 kV Insulator	21	\$	\$
	15 kV Insulator	60	\$	\$
	69 kV Arrester	15	\$	\$
	15 kV Arrester	12	\$	\$
Hall (2022)	Transformer	2	\$	\$
	69 kV Circuit Switcher	2	\$	\$
	69 kV Circuit Breaker	3	\$	\$
	15 kV Circuit Breaker	10	\$	\$
	69 kV GOAB	10	\$	\$
	69 kV Insulator	18	\$	\$
	69 kV Arrester	12	\$	\$
Parsons (2023)	Transformer	2	\$	\$
	69 kV Circuit Switcher	2	\$	\$
	69 kV Circuit Breaker	2	\$	\$
	15 kV Disconnect Switch	24	\$	\$
	15 kV Tandem Switch	24	\$	\$
	69 kV GOAB	8	\$	\$
	15 kV GOAB	3	\$	\$
	69 kV Insulator	9	\$	\$
	15 kV Insulator	68	\$	\$
	69 kV Arrester	6	\$	\$
	15 kV Arrester	21	\$	\$
Barlow (2024)	Transformer	2	\$	\$
	69 kV Circuit Switcher	2	\$	\$
	69 kV Circuit Breaker	2	\$	\$
	15 kV Disconnect Switch	18	\$	\$
	15 kV Tandem Switch	18	\$	\$
	69 kV GOAB	8	\$	\$
	15 kV GOAB	3	\$	\$
	69 kV Insulator	12	\$	\$
	15 kV Insulator	54	\$	\$
	69 kV Arrester	6	\$	\$
	15 kV Arrester	15	\$	\$



East (2025)	Transformer	1	\$	\$
	138 kV Circuit Switcher	1	\$	\$
	69 kV Circuit Breaker	2	\$	\$
	138 kV GOAB	1	\$	\$
	69 kV GOAB	4	\$	\$
	69 kV Insulator	9	\$	\$
	138 kV Arrester	3	\$	\$
Cass (2026)	Transformer	2	\$	\$
	69 kV Circuit Switcher	2	\$	\$
	69 kV Circuit Breaker	2	\$	\$
	15 kV Disconnect Switch	18	\$	\$
	15 kV Tandem Switch	18	\$	\$
	69 kV GOAB	9	\$	\$
	15 kV GOAB	3	\$	\$
	69 kV Insulator	21	\$	\$
	15 kV Insulator	54	\$	\$
	69 kV Arrester	12	\$	\$
15 kV Arrester	18	\$	\$	
ALL	Transformer DGA Oil Sample (Main & LTC)	66	\$	\$
TOTAL				\$

❖ **Corrective Maintenance Rates (use straight time rates)**

Item	Hourly Rate
NETA Certified Technician	\$
Non-NETA Certified Technician	\$
Van/Truck (Includes basic tools to do most tasks and a ladder)	\$
Trailer (Includes more advanced/specialized tools, pump, and oil container)	\$
Vacuum Oil Processing Rig	\$
Manlift	\$
Nitrogen and SF6 Gas Leak Detector	\$
Thermal Camera	\$



ATTACHMENT A – SCOPE OF WORK

Transformers:

- TTR on all phases of LTC
- Busing power factor & capacitance
- Winding power factor and capacitance
- Winding excitation on neutral LTC position
- DC winding resistance on all LTC positions
- Insulation resistance of windings and core (if accessible)
- Power factor surge arresters
- Check pressure relief devices for proper operation
- Check sudden pressure relays for proper operation
- Check main tank oil level gauge for proper operation
- Check nitrogen system for proper pressure and tank fill pressure
- Visual check of the breather and replacement of silica-gel if necessary
- Replace LTC oil filter (if equipped)
- Visual inspection and replacement of LTC internals as required (for non Reinhausen units only)
- Inspect grounding
- Verify/clean bushings
- Verify correct liquid level in tanks and bushings
- Verify bolted electrical connections
- Verify alarms are operational
- Verify connections in control cabinet, tighten if loose
- Touchup paint as needed

Circuit Switchers:

- Inspect physical condition
- Inspect grounding
- Clean unit
- Perform all mechanical operational tests
- Perform contact / pole resistance test
- Inspect bolted electrical connections for high resistance
- Verify operation of SF6 or vacuum interrupters in accordance with manufacturer's published data (if applicable)
- Test and verify alarms and pressure limit switches
- Test SF6 gas for moisture, purity, and SO2 in accordance with manufacturer's published data or Table 100.13 of NETA MTS (if applicable)
- Verify appropriate lubrication on all moving parts
- Verify operation of heaters
- Verify connections in lower control cabinet, tighten if loose

Circuit Breakers:

- Inspect physical condition
- Inspect grounding
- Clean unit
- Perform all mechanical operational tests
- Perform contact / pole resistance test



- Inspect bolted electrical connections for high resistance
- Verify operation of SF6 or vacuum interrupters in accordance with manufacturer's published data
- Test and verify alarms and pressure limit switches
- Test SF6 gas for moisture, purity, and SO2 in accordance with manufacturer's published data or Table 100.13 of NETA MTS
- Verify appropriate lubrication on all moving parts
- Verify operation of heaters
- Verify connections in control cabinet, tighten if loose

15 kV MEB Breakers:

- Inspect physical condition
- Perform maintenance according to Square D recommendations

15 kV Disconnect Switches:

- Inspect physical condition
- Lubricate moving parts as required
- Clean contacts and insulators

15 kV Tandem Switches:

- Inspect physical condition
- Lubricate moving parts as required
- Clean contacts and insulators

GOAB Switches:

- Inspect physical condition
- Clean unit
- Verify blade alignment, blade penetration, travel stops, arc interrupter operation, and mechanical operation
- Inspect bolted connections for high resistance
- Verify connections in control cabinet, tighten if loose (if applicable)
- Lubricate if required

Insulators:

- Inspect physical condition
- Clean unit

Arresters:

- Inspect physical condition
- Power factor

Oil Testing:

- Main & LTC tank
- DGA analysis & recommendations



❖ **Equipment List**

Substation	Equipment	Manufacturer	Part #	Serial #
South	Transformer #1	SPX		GT-02771
	Transformer #1 LTC	SPX	UZD	
	Transformer #2	SPX		GT-02776
	Transformer #2 LTC	SPX	UZD	
	Breaker SS-122	Siemens	SPS2	30139749-1
	Breaker SS-322	Siemens	SPS2	30139749-2
	Circuit Switcher SS-129	Siemens	CPV2	30139747-2
	Circuit Switcher SS-329	Siemens	CPV2	30139747-1
Hall	Transformer #1	Delta Star		F685010
	Transformer #1 LTC	Reinhausen	RMV-II	
	Transformer #2	Delta Star		F685010
	Transformer #2 LTC	Reinhausen	RMV-II	
	Breaker HL-122	Siemens	SPS2	52985-3
	Breaker HL-222	Siemens	SPS2	52985-2
	Breaker HL-322	Siemens	SPS2	52985-1
	Circuit Switcher HL-129	Siemens	CPV2	53046-2
Circuit Switcher HL-329	Siemens	CPV2	53046-1	
Parsons	Transformer #1	Kuhlman		272700-87-1
	Transformer #1 LTC	Siemens-Allis	TLH-21	
	Transformer #2	SPX		GM053114
	Transformer #2 LTC	SPX	UZD	
	Breaker PC-122	Siemens	SPS2	3007187155-2
	Breaker PC-322	Siemens	SPS2	24249-1
	Circuit Switcher PC-129	Siemens	SPS2	3007187155-1
	Circuit Switcher PC-329	Siemens	SPS2	3006134161-1
Barlow	Transformer #1	Delta Star		
	Transformer #1 LTC	Reinhausen	RMV-II	
	Transformer #2	Delta Star		
	Transformer #2 LTC	Reinhausen	RMV-II	
	Breaker BW-122	Siemens	SPS2	3008237899-2
	Breaker BW-322	Siemens	SPS2	3008237899-1
	Circuit Switcher BW-129	Siemens	CPV2V	3008247386-1
	Circuit Switcher BW-329	Siemens	CPV2V	3008247386-2
East	Transformer #1	Delta Star		E40870213
	Transformer #1 LTC	Reinhausen	RMV-II	
	Breaker EH-122	Siemens	SPS2	30105534-2
	Breaker EH-222	Siemens	SPS2	30105534-1
	Circuit Switcher HL-329	Siemens	CPV2	30105529-1
Cass	Transformer #1	FUTURE		
	Transformer #1 LTC	Reinhausen	RMV-II	
	Transformer #2	GE		R280039A
	Transformer #2 LTC		LRT-200	
	Breaker CD-122	Siemens	SPS2	54263-1
	Breaker CD-322	Siemens	SPS2	54263-1
	Circuit Switcher CD-129	Siemens	CPV2	54262-1
	Circuit Switcher CD-329	Siemens	CPV2	54262-2

**TRAVERSE CITY LIGHT AND POWER
MAINTENANCE AGREEMENT**

THIS AGREEMENT made this _____ day of _____, by and between the TRAVERSE CITY LIGHT AND POWER DEPARTMENT, a Michigan municipal electric utility, of 1131 Hastings St., Traverse City, Michigan, 49684, (the "TCL&P"), and _____, a (sole proprietorship/partnership/corporation) of _____, (if a corporation, the state of corporation), (the "CONTRACTOR").

WITNESSETH:

WHEREAS, TCL&P desires to engage the services of the Contractor to furnish professional maintenance, service and assistance concerning for certain properties or facilities which are described as:

Substation Maintenance

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

THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Contractor shall provide services in accordance with and as set forth in Schedule A, Scope of Work, attached hereto and incorporated herein by reference.
2. Compensation and Method of Payment. TCL&P shall pay to the Contractor and the Contractor agrees to accept as full compensation for services under this Agreement the [total lump sum, not to exceed, unit price, time and materials] payment of \$_____ in accordance with 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 within time period specified in _____ (Or ... commence within _____ calendar days of this agreement) Performance and completion of performance shall be in accordance with the schedules attached hereto.
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

ATTACHMENT B

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, facilities, surrounding property and facilities, 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. Contractor acknowledges having visited the site and shall promptly give TCL&P written notice of any physical condition discovered differing materially from that indicated in this Agreement or unknown and of an unusual nature differing materially from that ordinarily encountered and generally recognized as adhering to this type of work.

6. Indemnity and Hold Harmless Provision. Contractor shall defend, indemnify, hold harmless and release TCL&P and the City of Traverse City and their officers and employees, from and against any and all claims, liabilities, losses, damages, actual attorneys' fees and settlement expenses for damages to public or private property, for injuries to persons, or for other claims allegedly or actually resulting from or arising out of the performance or non-performance of the contracted Work, whether during the progress or after completion thereof. The defense, indemnity, hold harmless and release obligations contained herein shall exclude only those matters in which the claim arises out of the sole negligence of TCL&P, the City of Traverse City, or any of their respective officers or employees. This defense, indemnity, hold harmless and release provision shall not be limited by reason of any insurance coverage. The obligations herein shall apply to claims which sound in either tort or contract.

7. Insurance. The Contractor shall acquire and maintain the following forms of insurance coverage until completion of the Work:

- A. Comprehensive General Liability insurance coverage. \$2,000,000 minimum coverage.
- B. Comprehensive Automobile Liability insurance coverage. \$2,000,000 minimum coverage. This requirement may be met through an Umbrella Policy.

All insurance policies referred to above shall provide insurance coverage to The City of Traverse City and TCL&P on a primary basis and contain a provision that the insurer will not cancel, materially change or fail to renew the coverage provided by such policy without first giving The City of Traverse City and TCL&P thirty (30) days' prior written notice. All deductibles required by such

ATTACHMENT B

policies shall be the obligation of Contractor. The insurance referred to above shall not re-duce or limit Contractor's obligation to indemnify and defend The City of Traverse City and TCL&P as provided in this Agreement.

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 to the TCL&P Controller certificates of insurance which Contractor is re-quired to purchase acquire and maintain. If any of the required insurance is not renewed or can-celed, the Contractor and all subcontractors shall cease operations and shall not resume until new insurance is obtained.

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 TCL&P Controller upon execution of this Agreement.

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

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

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 render all services under this Agreement according to generally accepted professional practices for the maintenance and intended use of the facilities.

ATTACHMENT B

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 TCL&P. 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 maintenance 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, 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.

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.

ATTACHMENT B

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. 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 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 any 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.

22. 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, TCL&P may terminate this Agreement.

23. 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 TCL&P

ATTACHMENT B

to be equivalent to the time of such delay. TCL&P may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by TCL&P, 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, but not more than the maximum contract amount.

24. 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 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.

25. 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.

26. 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, TCL&P is under no obligation to engage Contractor in such work.

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

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. Michigan Freedom of Information Act. The Contractor acknowledges that Traverse City Light & Power may be required from time to time to release records in its possession under the Michigan Freedom of Information Act. The Contractor hereby gives permission to Traverse City Light & Power to release any records or materials received by Traverse City Light & Power as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

30. 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.

ATTACHMENT B

- 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.

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

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

WITNESSES:

TRAVERSE CITY LIGHT and POWER

By: _____

By: _____

CONTRACTOR

By: _____

By: _____

APPROVED AS TO SUBSTANCE:

Tim Arends
Executive Director

APPROVED AS TO FORM:

W. Peter Doren
General Counsel

SAMPLE

SCHEDULE A

SCOPE OF WORK

The parties agree that the scope of work for TCL&P shall consist of the following duties and obligations:

Transformers:

- TTR on all phases of LTC
- Busing power factor & capacitance
- Winding power factor and capacitance
- Winding excitation on neutral LTC position
- DC winding resistance on all LTC positions
- Insulation resistance of windings and core (if accessible)
- Power factor surge arresters
- Check pressure relief devices for proper operation
- Check sudden pressure relays for proper operation
- Check main tank oil level gauge for proper operation
- Check nitrogen system for proper pressure and tank fill pressure
- Visual check of the breather and replacement of silica-gel if necessary
- Replace LTC oil filter (if equipped)
- Visual inspection and replacement of LTC internals as required (for non Reinhausen units only)
- Inspect grounding
- Verify/clean bushings
- Verify correct liquid level in tanks and bushings
- Verify bolted electrical connections
- Verify alarms are operational
- Verify connections in control cabinet, tighten if loose
- Touchup paint as needed

Circuit Switchers:

- Inspect physical condition
- Inspect grounding
- Clean unit
- Perform all mechanical operational tests
- Perform contact / pole resistance test
- Inspect bolted electrical connections for high resistance
- Verify operation of SF6 or vacuum interrupters in accordance with manufacturer's published data (if applicable)
- Test and verify alarms and pressure limit switches

ATTACHMENT B

- Test SF6 gas for moisture, purity, and SO2 in accordance with manufacturer's published data or Table 100.13 of NETA MTS (if applicable)
- Verify appropriate lubrication on all moving parts
- Verify operation of heaters
- Verify connections in lower control cabinet, tighten if loose

Circuit Breakers:

- Inspect physical condition
- Inspect grounding
- Clean unit
- Perform all mechanical operational tests
- Perform contact / pole resistance test
- Inspect bolted electrical connections for high resistance
- Verify operation of SF6 or vacuum interrupters in accordance with manufacturer's published data
- Test and verify alarms and pressure limit switches
- Test SF6 gas for moisture, purity, and SO2 in accordance with manufacturer's published data or Table 100.13 of NETA MTS
- Verify appropriate lubrication on all moving parts
- Verify operation of heaters
- Verify connections in control cabinet, tighten if loose

15 kV MEB Breakers:

- Inspect physical condition
- Perform maintenance according to Square D recommendations

15 kV Disconnect Switches:

- Inspect physical condition
- Lubricate moving parts as required
- Clean contacts and insulators

15 kV Tandem Switches:

- Inspect physical condition
- Lubricate moving parts as required
- Clean contacts and insulators

GOAB Switches:

- Inspect physical condition
- Clean unit
- Verify blade alignment, blade penetration, travel stops, arc interrupter operation, and mechanical operation
- Inspect bolted connections for high resistance

ATTACHMENT B

- Verify connections in control cabinet, tighten if loose (if applicable)
- Lubricate if required

Insulators:

- Inspect physical condition
- Clean unit

Arresters:

- Inspect physical condition
- Power factor

Oil Testing:

- Main & LTC tank
- DGA analysis & recommendations

❖ Equipment List

Substation	Equipment	Manufacturer	Part #	Serial #
South	Transformer #1	SPX		GT-02771
	Transformer #1 LTC	SPX	UZD	
	Transformer #2	SPX		GT-02776
	Transformer #2 LTC	SPX	UZD	
	Breaker SS-122	Siemens	SPS2	30139749-1
	Breaker SS-322	Siemens	SPS2	30139749-2
	Circuit Switcher SS-129	Siemens	CPV2	30139747-2
	Circuit Switcher SS-329	Siemens	CPV2	30139747-1
Hall	Transformer #1	Delta Star		F685010
	Transformer #1 LTC	Reinhausen	RMV-II	
	Transformer #2	Delta Star		F685010
	Transformer #2 LTC	Reinhausen	RMV-II	
	Breaker HL-122	Siemens	SPS2	52985-3
	Breaker HL-222	Siemens	SPS2	52985-2
	Breaker HL-322	Siemens	SPS2	52985-1
	Circuit Switcher HL-129	Siemens	CPV2	53046-2
	Circuit Switcher HL-329	Siemens	CPV2	53046-1
Parsons	Transformer #1	Kuhlman		272700-87-1
	Transformer #1 LTC	Siemens-Allis	TLH-21	
	Transformer #2	SPX		GM053114
	Transformer #2 LTC	SPX	UZD	
	Breaker PC-122	Siemens	SPS2	3007187155-2
	Breaker PC-322	Siemens	SPS2	24249-1
	Circuit Switcher PC-129	Siemens	SPS2	3007187155-1
	Circuit Switcher PC-329	Siemens	SPS2	3006134161-1
Barlow	Transformer #1	Delta Star		
	Transformer #1 LTC	Reinhausen	RMV-II	

ATTACHMENT B

	Transformer #2	Delta Star		
	Transformer #2 LTC	Reinhausen	RMV-II	
	Breaker BW-122	Siemens	SPS2	3008237899-2
	Breaker BW-322	Siemens	SPS2	3008237899-1
	Circuit Switcher BW-129	Siemens	CPV2V	3008247386-1
	Circuit Switcher BW-329	Siemens	CPV2V	3008247386-2
East	Transformer #1	Delta Star		E40870213
	Transformer #1 LTC	Reinhausen	RMV-II	
	Breaker EH-122	Siemens	SPS2	30105534-2
	Breaker EH-222	Siemens	SPS2	30105534-1
	Circuit Switcher HL-329	Siemens	CPV2	30105529-1
Cass	Transformer #1	FUTURE		
	Transformer #1 LTC	Reinhausen	RMV-II	
	Transformer #2	GE		R280039A
	Transformer #2 LTC		LRT-200	
	Breaker CD-122	Siemens	SPS2	54263-1
	Breaker CD-322	Siemens	SPS2	54263-1
	Circuit Switcher CD-129	Siemens	CPV2	54262-1
	Circuit Switcher CD-329	Siemens	CPV2	54262-2

SCHEDULE B

TIMETABLE FOR ACTIVITIES

Prior to commencing work, a seven day prior written notice indicating the start date shall be provided to Tony Chartrand, TCL&P's System Engineer. The schedule of activities shall [(be as needed such that:) or (follow the Work Plan Summary attached as part of Schedule B, incorporated herein by reference.)]

Services shall be completed not later than _____.

SCHEDULE OF PAYMENTS

Payments shall be made to the Contractor monthly according the work completed to date, minus a 10% retainage. When all services have been completed and approved by TCL&P the 10% retainage will be paid to Contractor.

SAMPLE