

# Request for Proposal

## *Main Street 2020 Engine Stack Testing*

Sebewaing Light and Water

March 2020



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Appendix C	Proposal General Terms and Conditions
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# 1 Instruction to Bidders

## 1.1 Request for Proposal – Main Street 2020 Engine Stack Testing

Sebewaing Light and Water (SLW) Main Street power plant located in Sebewaing, Michigan, operates under air permit number 164-17 and 40 CFR Part 63, Subpart ZZZZ which requires specific stack testing to be performed at four of their dual-fired engines. This invitation to bid is for a contract of engine stack testing required in 2020 for the Main Street facility. This RFP assumes that testing will be conducted as outlined throughout this request for proposal document; however, the testing schedule may be required to be modified due to operational changes or other issues. Testing must be completed prior to August 1, 2020.

All inquiries or requests regarding this RFP must be submitted, in writing or via email, no later than Thursday, 03/19/2020 at 4:00 PM to the project manager at the address indicated below and carbon copy Rose Waypa at [rwaypa@barr.com](mailto:rwaypa@barr.com). Only written responses from the project manager will be binding with regard to inquiries requesting clarifications or additional information. The project manager's written responses will be forwarded simultaneously to all prospective bidders.

An optional project meeting and site walkthrough will be held on Tuesday, 03/17/2020. The meeting will begin at 10:00 AM at SLW Main Offices at 110 West Main Street, Sebewaing, Michigan, 48759. Please contact Charlene Hudson at (989) 883-2700 or [chudson@slandw.com](mailto:chudson@slandw.com) or Rose Waypa at (616) 512-7034 or [rwaypa@barr.com](mailto:rwaypa@barr.com) if you will attend the optional meeting and walkthrough.

SLW has designated Charlene Hudson and Rose Waypa as the project managers with overall project responsibility for administration of the project. Charlene's contact information is as follows:

Sebewaing Light and Water  
2020 Main Street Stack Testing Contract  
Bid # SLW-202000309-02  
Attention: Charlene Hudson  
110 West Main Street  
Sebewaing, MI 48759

Rose Waypa ([rwaypa@barr.com](mailto:rwaypa@barr.com)) should be carbon copied on all emails to SLW.

No other individuals at SLW will have the authority to respond to this RFP. Attempts to question other employees regarding this RFP could result in the bidder's disqualification.

## 1.2 Submission of Proposal

The bidder must submit via mail or personal delivery one (1) copy of the response to this RFP to SLW at the address provided below. Please include an electronic copy of the response to this RFP on a thumb-drive with the physical submittal. All responses must be complete and accurate and should be supplied in

sealed packaging marked with the bidder's name and address, bid number SLW-202000309-02 and sent to the address below.

Sebewaing Light and Water  
Attention: Charlene Hudson, Superintendent  
110 West Main Street  
Sebewaing, MI 48759

Bid Opening will be on Tuesday, March 31st at 2:30 p.m. at the Village of Sebewaing offices, located at 222 N Center Street, Sebewaing, Michigan 48759.

SLW will review and evaluate the written responses to this RFP. SLW may conduct additional interviews with selected bidders for the purpose of further exploring and clarifying the bidder's response. RFP responses will be evaluated to ascertain which proposal is most advantageous to the utility. SLW reserves the right to accept, refuse, or defer any or all of the proposals submitted at any time in the proposal process.

### 1.3 RFP Schedule

Item	Date
RFP released	3/9/2020
Optional project meeting and site walkthrough	3/17/2020
RFP written questions due	3/19/2020 at 4:00 p.m.
RFP receipt deadline (sealed bid opening)	3/31/2020 at 2:30 p.m.
Expected start date for protocol development	4/21/2020

### 1.4 Proposal Format

**This section describes the format bidders shall use in structuring a response to this RFP.**

#### Table of Contents:

#### Section 1 - Executive Summary

Executive Summary shall contain a brief description of the following items. Do not include any pricing in this section.

- Bidder's scope of the proposed solution
- Description of relevant qualifications and accreditations, including prior projects with a list of client references. Bidder must meet all requirements for testing under 40 CFR Part 63 Appendix A and shall have all credentials to meet the ASTM-D7036-04 air emissions testing body certification. Please provide a copy of relevant accreditations and qualifications with the proposal.

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## **Section 2 – Proposal**

Bidder should describe, in detail, all aspects of their proposal and service offering. Bidder shall identify any areas of noncompliance with this RFP, including the Scope of Work and Terms and Conditions provided in Appendix C. Failure to comply with this requirement will deem the bidder non-responsive.

## **Section 3 – Minimum Bidder Qualifications and Questionnaire (found in Appendix A of this RFP)**

Bidder shall fill out the Questionnaire completely and must address the following:

- Bidder has been performing this type of service work for a minimum of 10 years.
- Bidder must supply three (3) client contacts in which bidder is contracted for 40 CFR Part 60 stack testing.
- Bidder must meet all requirements for testing under 40 CFR Part 63 Appendix A. Although not required, it is desired the Bidder have all credentials to meet the ASTM-D7036-04 air emissions testing body certification. Please provide a copy of the relevant accreditations and qualifications with the proposal.

## **Section 4 – Price**

Include detailed pricing information (format found in Appendix B of this RFP), a scope of work, an hourly rate schedule for staff included in the project team, and schedule availability. The scope of work shall include items required under Section 2, at a minimum. Bidders may also include optional pricing for alternate solutions. SLW expects pricing to include all items identified in pricing document and that the bidder will identify if any of these services will be performed by a third party.

## **Section 5 – Collusion Affidavit (found in Appendix D of this RFP)**

## **Section 6 – Appendix**

## 2 Scope of Work

### 2.1 Background

Sebewaing Light and Water's (SLW) Main Street power plant located in Sebewaing, Michigan, operates two natural gas engines under air permit to install (PTI) number 164-17 and 40 CFR Part 63, Subpart ZZZZ (MACT ZZZZ) which requires specific testing to be performed. This invitation to bid is for a contract of engine stack testing required in 2020 for the Main Street facility. This RFP assumes that testing will be conducted as outlined throughout this request for proposal document; however, the testing schedule may be required to be modified due to operational changes or other issues. Testing must be completed by August 1, 2020.

### 2.2 Source Information

Engine	Description	Stack Exhaust Diameter inches	Catalyst Inlet Temperature <sup>1</sup> °F	Catalyst Pressure Inches W.C. <sup>1</sup>
Engine #1	1000 kW Fairbanks Morse 38TDD8-1/8	18	951.2	0.3
Engine #3	1250 kW Fairbanks Morse 38DD8-1/8	20	658.9	2.2
Engine #4	1360 kW Fairbanks Morse 38DD8-1/8	18	575.1	2.1
Engine #5	1136 kW Fairbanks Morse 38DD8-1/8	18	658.9	2.2

1. Based on previous stack test

### 2.3 Engine Stack Testing Schedules

Stack testing is required before August 1, 2020. The preferred dates for engine stack testing is between May 15<sup>th</sup> and July 15<sup>th</sup> of 2020. However, these dates may change based upon operational considerations. Please provide all the weeks with availability for stack testing between May and July in the proposal so SLW may schedule dates with the selected bidder.

For stack testing, EPA requires submittal of a notification to stack test sixty (60) days in advance of the test.

### 2.4 Required Deliverables

Deliverables required for each engine are as follows. All deliverables must be submitted to both Charlene Hudson and Rose Waypa.

- Testing company will provide preliminary test results while on-site.
- Draft stack test protocol in an editable format (i.e., Microsoft Word Document) for SLW review and approval prior to submission to EPA
- Final stack test protocol for submission to EPA by testing company.

- Formal, comprehensive test report required for all testing.
- Draft test report in an editable format (i.e, MS Word Document) with PDF of draft appendices to be provided to SLW within thirty (30) calendar days of test completion.
- Final test report (incorporating SLW comments as appropriate) must be submitted to SLW within forty (40) days of completion of last test.
- Four (4) bound copies of the final test report including an electronic copy (in PDF format).

## 2.5 Site Specific Safety Requirements

- The bidder is responsible for completing and reviewing a site specific safety plan with on-site personnel.
- Required minimum personal protective equipment (PPE) on-site is as follows: hardhat, steel toe boots, safety glasses, and gloves appropriate for the work.
- The Contractor will provide SLW with written documentation of employee's training and qualifications including safety training upon request.
- The Contractor shall be responsible for conducting work in a safe manner consistent with all applicable Local, State and Federal requirements, to include but not limited to:
  - OSHA Standards on Electrical Protective Equipment (29 CFR 1910.137) and Electric Power Generation, Transmission, and Distribution (29 CFR 1910.269);
  - Michigan Department of Labor – Safety Standards Dated February 1st 1995 Part 86 amended May 5, 2015– Electric Power Generation, Transmission and Distribution to include any revisions or additions thereto or any updated requirements

## 2.6 Responsibilities

The Contractor shall assume any and all risks in performing the work. The Contractor shall indemnify, defend and hold harmless the Village of Sebewaing and/or Sebewaing Light and Water from all claims of any person(s) against the Contractor or the Village of Sebewaing and/or Sebewaing Light and Water for injury and/or damage to persons or property arising from any and all aspects of performance.

The Contractor agrees to be held solely responsible for the faithful execution of the work and any damage incurred out of a failure to do so.

The Contractor shall furnish to SLW acceptable certificates to evidence current and continuing coverage of the listed required insurance coverage's as outlined in the general terms and conditions. The contractor shall not be permitted to start work without the aforementioned coverage and required documentation.

## 2.7 Proposal Evaluation Criteria

The objective of the bidding process is to source a stack test firm that meets the technical and functional requirements of the project at the best overall cost/value. The lowest proposal price may not indicate the best overall evaluated proposal. Continued use of the selected stack test firm for subsequent testing is contingent upon acceptable performance (e.g., report content/quality, timeliness, etc).



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The following criteria may be used in the consideration of the stack test firms.

- Bidder's understanding and responsiveness to the scope of work, technical specifications, and other requirements.
- General feasibility of the bidder's plan to meet the requirements of the scope of work and/or technical specifications.
- Bidder's ability to meet the stated work schedule.
- Bidder's acceptance of the general terms and conditions.
- Bidder's experience with similar work.
- Bidder's safety record.
- The evaluated total cost of the services.
- The quality of services offered by the bidder.
- Comprehensiveness of the bidder's proposal.

## Appendix A

### Bidder Qualification Questionnaire

## BIDDER QUALIFICATIONS QUESTIONNAIRE

All questions must be answered clearly and in a comprehensive manner. Any bidder failing to answer all questions may be rejected on these grounds. It is understood that by submitting a signed bid the Contractor is certifying the correctness of all statements and is hereby under oath. If necessary the bidder may use additional sheets to answer these questions (when complete any additional sheets that are used must be attached to this Qualification Statement). The bidder may submit any additional information he/she desires.

1. Name of Bidder

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2. Permanent Main Office Address

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3. When (Name of Bidder) Organized?

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4. If a Corporation Where (Name of Bidder) Incorporated?

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5. How many years have you been operating under the (Name of Bidder) name?

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6. What other names has/are the principals of (Bidder) operated (ing) under that was/is associated with the related industry?

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7. Have the principals of (Bidder) filed for Chapter 11 or Chapter 13 for protection of (Name of Bidder) or for any other stock testing related firm, company or organization in the last five years?

If yes, provide description.

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8. State the number of years this Bidder has been performing this type of service work.  
(requirement of a minimum of 10 years).

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9. Have you (Bidder and other entities identified in question 6 answers) ever failed to complete any work awarded to you?

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If yes, describe?

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10. Have you (Bidder and other entities identified in question 6 answers) ever defaulted on a contract?

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If yes, where and why?

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11. List any and all subcontractors you are planning to use to complete this project.

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- 
12. List bidder's project manager for this project. Include list of all prior projects similar in scope and magnitude to this proposed project:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Mobile number: \_\_\_\_\_

Email: \_\_\_\_\_

Attach Resume:

13. List your experience in work similar to this project. These references must include Names, Addresses and phone numbers of Building Owner's for whom projects were performed (at least three).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

14. Why should we consider your company?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Appendix B

### Pricing Form

## Tests and Methodology:

Item	Tests and Methodology	Cost
<b>1a</b>	<a href="#">Engine #1 (assume single load)</a> CO Reduction Efficiency – Method 10, CO results to be provided in ppm and Percent Reduction Airflow Rate – Methods 1, 2, 3 or 3A or 3B	
<b>1b</b>	<a href="#">Engine #3 (assume single load)</a> CO Reduction Efficiency – Method 10, CO results to be provided in ppm and Percent Reduction Airflow Rate – Methods 1, 2, 3 or 3A or 3B	
<b>1c</b>	<a href="#">Engine #4 (assume single load)</a> CO Reduction Efficiency – Method 10, CO results to be provided in ppm and Percent Reduction Airflow Rate – Methods 1, 2, 3 or 3A or 3B	
<b>1d</b>	<a href="#">Engine #5 (assume single load)</a> CO Reduction Efficiency – Method 10, CO results to be provided in ppm and Percent Reduction Airflow Rate – Methods 1, 2, 3 or 3A or 3B	

**TOTAL COST:**            \$ \_\_\_\_\_

**DOWNTIME RATE:**    \$ \_\_\_\_\_

## Appendix C

### Proposal General Terms and Conditions





## STANDARD TERMS Services Contract

Our Agreement with you consists of the accompanying signed bid and these Standard Terms—Services Contract.

**ARTICLE 1. DEFINITIONS.** The following terms have the meanings indicated:

***Change Order*** - A written instrument signed by SLW and Contractor authorizing a revision in the Work, an adjustment in the Contract Price or Contract Time, or otherwise amending the Agreement.

***Agreement*** - The written agreement between SLW and Contractor for the Project.

***Laws and Regulations;*** - Federal, State, local laws, rules, regulations, ordinances, codes.

***Project*** - The total construction or investigation of which the Work is a part.

***Property Owner(s)*** - The person(s), firm(s), or corporation(s) having a legal ownership interest in the property on which the Work will be conducted along with all other others named in the Supplementary Conditions that may have a secondary interest (i.e., option holders, estates, leaseholders, etc.), if applicable.

***Subcontractor*** - An individual, firm, or corporation having a direct contract (written or verbal) with Contractor or with any other Contractor for the performance of a part of the Work at the site.

***Supplier*** - A manufacturer, fabricator, supplier, distributor, or vendor to the Contractor.

***Underground Utilities and Facilities*** - Underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, foundations, basements, or other such structures and facilities along with all ancillary attachments and supports, and any encasements containing such facilities.

***Work*** - The entire completed Project to be furnished under the Agreement.

## ARTICLE 2. SLW's OBLIGATIONS.

**2.1 Existing Project Information.** SLW will make available to Contractor information that SLW has available that may affect the cost, progress, or performance of the Work. This information is not necessarily representative or comprehensive, and SLW expressly disclaims any warranty as to its accuracy. Contractor is solely responsible for reviewing and determining the adequacy of existing project information for Contractor's purposes and shall make written request to SLW for any additional information required prior to beginning the Work.

**2.2 New Project Information.** SLW will notify Contractor of any new information that SLW becomes aware of that differs materially from the information made available previously and that may affect the cost, progress, or

performance of the Work. Contractor can review such new information in SLW's office by appointment.

**2.3 Site Access.** SLW will arrange for access required for Contractor to perform the Work.

**2.4 Permits and Approvals.** SLW will furnish to Contractor all information regarding Property Owner(s) that is required by applications for permits and variances that Contractor must obtain in accordance with Article 3.5 of this Agreement.

**2.5 Limitations on SLW's Responsibilities.** SLW is not responsible for Contractor's means, methods, techniques, sequences, or procedures of the Project. Contractor is solely responsible for these items and for complying with all applicable laws and regulations. Further, SLW is not the general or prime contractor for the Project and has no general supervisory authority over the worksite.

## ARTICLE 3. CONTRACTOR's OBLIGATIONS.

**3.1 Work.** Contractor shall complete all Work as specified or indicated in the Agreement within the Contract Time, for the Contract Price, and pursuant to all other terms and conditions set forth in this Agreement. Contractor shall be licensed and otherwise fully qualified to perform the Work in accordance with Laws and Regulations and the Agreement.

Contractor shall at all times, except as specifically stated in Article 4 of this Agreement relating to safety, permit access to the Work by SLW, Property Owner(s), employees of regulatory agencies, and other persons deemed appropriate by any of the above parties. Such access may include the collection of samples.

**3.2 Site Conditions.** By execution of this Agreement, Contractor represents that it has familiarized itself with the nature and extent of the Agreement, Work, site and site features, locality, information and reports available from SLW, locations of Underground Utilities and Facilities, and all local conditions and Laws and Regulations that in any manner may affect the cost, progress, performance, or furnishing of the Work.

**3.3 Conflicts in Locations of Work.** Before beginning any work on any portion of the Project that is located in conflict with Underground Utility and Facility or any site feature, Contractor shall notify SLW's Project Manager. Conflict may include, but is not necessarily limited to, locations that are too close to an Underground Utility and Facility, that are inaccessible, or that are dangerous to workers or the public.

**3.4 Communications.** All communication by Contractor with regulatory agencies and Property Owner(s) regarding the Project shall be through or with the knowledge of the Project Manager.

**3.5 Permits and Approvals.** Contractor shall obtain all permits and variances normally required in the name of Contractor for completion of the Work in accordance with Laws and Regulations. Contractor shall include the cost of applying for and obtaining all such permits and variances in

the Contract Price. Contractor shall submit to SLW copies of all permits and approvals before beginning the Work.

Contractor is not responsible for permits normally required in the name of SLW or Property Owner(s), except as specifically identified in the Agreement.

**3.6 Restoration.** Contractor shall take reasonable precautions to minimize damage to property. If damage occurs, Contractor shall repair said damage to a condition equal to or better than the original condition. No additional compensation will be paid for repairing damage.

**3.7 Subcontractors.** Contractor will not employ any Subcontractor for performance of any portion of the Work without the prior written approval of SLW. Subcontractors shall comply with all applicable requirements of Article 10 of this Agreement.

**3.8 Emergencies.** In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor shall act immediately to prevent any threatened damages, injury, or loss in accordance with all applicable laws and regulations. Contractor shall have a spill containment program to cover any potential spills resulting from the Work.

Contractor shall give SLW prompt written notice if Contractor believes that Contractor's response to such an emergency caused any significant changes in the Work or variations from the Agreement. If SLW determines that a change in the Agreement is required because of the action taken in response to an emergency, SLW will request a Change Order from Contractor to document the consequences of the changes or variations.

**ARTICLE 4. SAFETY.** Contractor has full and sole responsibility for safety of its employees and agents, for preparing and complying with its own health and safety plan and for complying with any applicable laws, regulations, and safety requirements established by SLW for the Project. It is Contractor's obligation and responsibility to request copies of any site safety requirements of SLW or Property Owner(s) before performing any Work.

Contractor shall take all necessary precautions for the protection of the safety and health of all its employees and all other persons who the Work may affect in accordance with applicable laws and regulations, and shall appoint a representative to act as site safety officer for Contractor during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Contractor may restrict from its work site any persons who do not comply with Contractor's reasonable safety requirements. Contractor shall indemnify, defend, and hold SLW harmless from all claims, damages, suits, losses, and expenses, including attorneys' fees, arising from noncompliance by Contractor, its employees, agents and Subcontractors with applicable health and safety requirements. To the extent necessary to indemnify SLW and the Village of Sebewaing under this Article 4, Contractor expressly waives, in favor of SLW, any immunity or exemption from liability that exists under any worker compensation law.

**ARTICLE 5. CONTRACT TIME.** Contractor agrees to complete all Work within the Contract Time set forth in the Agreement.

**ARTICLE 6. CONTRACT PRICE.**

**6.1 SLW's Determination.** The Contract Price constitutes the full compensation (subject to Change Orders) payable to Contractor for performing the Work. The total price for an item will be the Unit Price for that item times the quantity of the item actually furnished in accordance with the Agreement. The Unit Prices shall be as set forth in Project Pricing Table. The Contract Price will be determined as the sum of the total prices for all items.

**6.2 Quantities.** SLW may increase or decrease the quantities of the Work without limit without changes in the Unit Prices. SLW will issue Change Order(s) to modify Contract Time commensurate with changes in quantities. SLW will pay actual documented shipping, handling, and restocking charges for materials ordered specifically for this Work and not required due to a decrease in quantities.

**ARTICLE 7. PAYMENT PROCEDURES.**

**7.1 Applications for Payment.** Contractor shall bill SLW for Work performed in accordance with the Project Pricing Table. Contractor will submit invoices in a format acceptable to SLW. Contractor shall also include supporting information required by the Agreement. Contractor will only submit invoice for completed and useable portions of the Work.

SLW will notify Contractor in writing within fifteen (15) calendar days of receipt of Contractor's invoice if SLW disagrees with any items in the invoice. A dispute as to payment for certain items will not delay payment for undisputed items.

**ARTICLE 8. CHANGES.** This Agreement may be amended or modified only by a written instrument (Change Order) signed by both SLW and Contractor.

**ARTICLE 9. BONDS.** If required, Contractor shall furnish performance and payment bonds in the amounts and for the benefit of the parties specified in Agreement. The Contract Price includes the cost of all bonds required.

**ARTICLE 10. INSURANCE.**

**10.1 Types of Coverage.** Contractor shall procure and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the types of insurance and policy limits set forth in the attached Exhibit A – Minimum Insurance Requirements.

**10.2 Certificates.** Before starting any Work, Contractor shall deliver to SLW certificates (and other evidence of insurance requested by SLW) evidencing insurance that Contractor must purchase and maintain under the Agreement. It is Contractor's sole responsibility to purchase and maintain insurance meeting the requirements of the Agreement and failure of SLW to respond to any evidence

of insurance provided by Contractor shall not be construed as acceptance or approval of Contractor's insurance.

The Contract Price includes the cost of all insurance.

## **ARTICLE 11. INDEMNIFICATION.**

**11.1** Contractor shall indemnify, defend, and hold harmless SLW and the Village of Sebewaing, Property Owner(s), and their officers, directors, partners, employees, and agents from and against any and all third-party claims and costs, losses, and damages for infringement, death, personal injury, or damage to property (including, but not limited to, fees and charges of attorneys and other professionals and court or arbitration or other dispute resolution costs) to the extent the same have been caused by the negligent acts or omissions, breach of this Agreement or willful misconduct of Contractor or Contractor's officers, directors, partners, employees, Subcontractors or agents. Further, Contractor shall indemnify, defend, and hold harmless SLW and the Village of Sebewaing, and Property Owner(s) to the same extent that SLW must indemnify, defend, and hold harmless those parties under the Agreement.

**11.2** The Parties waive consequential, punitive, and exemplary damages against each other for matters relating to this Agreement, except to the extent a third party claims such damages against one Party due to the fault of the other Party.

## **ARTICLE 12. RECORDS AND SAMPLES.**

**12.1 Records.** Contractor shall prepare and furnish reports and documents to SLW in the form and quantity specified elsewhere in the Agreement. All reports, notes, calculations and other documents generated or prepared in connection with the Work are the property of SLW. Contractor shall retain all pertinent records and documents for five (5) years following submission of reports. Contractor shall not make available to any person or entity other than SLW, except as required by Laws or Regulations, any information, reports, or documents associated with the Work without the written consent of SLW.

SLW may use, reproduce, and provide to others, Contractor's reports and documents furnished under the Agreement.

**12.2 Samples.** The cost of all sample handling shall be included in the Contract Price without additional compensation.

## **ARTICLE 13. MISCELLANEOUS.**

**13.1 Controlling Law and Dispute Resolution.** Except as otherwise expressly required, this Agreement is to be construed according to the laws of the state in which the project site is located, exclusive of its choice of law provisions, and all disputes relating to this Agreement must be resolved in the state or federal courts of the state in which the Project is located. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

**13.2 Arbitration.** If SLW has agreed to submit to binding arbitration in lieu of litigation pursuant to the Agreement, Contractor unconditionally consents and agrees to be joined

in such arbitration if (a) Contractor is substantially involved in a common question of fact or law, or (b) the presence of Contractor is required if complete relief is to be accorded in the arbitration. Contractor hereby agrees to be included in any such arbitration in accordance with the procedures and rules set forth in the Agreement to allow one proceeding of all necessary parties. SLW will provide the arbitration provisions to Contractor upon request. Contractor shall include the requirements set forth in this Article in any agreements with any Subcontractors.

**13.3 Suspension.** SLW may immediately suspend the Work by written notice at any time for a period of up to thirty (30) calendar days. If SLW orders the Work to resume within the above-specified time, Contractor shall complete the Work in accordance with the Agreement. If SLW does not provide written notice to resume the Work within the above-specified time, this Agreement will automatically terminate unless otherwise mutually agreed to by both parties in writing prior to termination. SLW will pay for all acceptable Work completed prior to suspension and for reasonable remobilization or other direct Project-related costs resulting from the suspension. In the event of suspension, Contractor shall contact SLW's Project Manager prior to taking any action to remove personnel, equipment, or materials from the site.

**13.4 Termination.** SLW may terminate this Agreement or a Work Order at any time, with or without cause, by written notice to Contractor. SLW will pay for all acceptable Work completed prior to termination.

**13.5 Successors and Assigns; Third-Party Beneficiaries.** Neither SLW nor Contractor may assign or transfer any rights or obligations under this Agreement without the written consent of the other. Nothing under this Agreement gives any rights, benefits, or obligations in this Agreement to anyone other than SLW and Contractor.

**13.6 Entire Agreement.** This Agreement comprises the entire agreement between SLW and Contractor and supersedes all prior written or oral agreements. In no event will the preprinted terms or conditions stated on any invoice or other standard form of either party amend or modify this Agreement.

**13.7 Independent Status.** Contractor is an independent contractor, and the means, manner and method of performing the Services are under the exclusive control of Contractor. Contractor shall not be deemed an employee or agent of SLW for any purpose. Contractor shall indemnify, defend and hold SLW harmless against any claims relating to Contractor's failure to comply with all laws and regulations pertaining to employment of its employees, agents and Subcontractors including, without limitation, withholding and remitting payment of FICA and federal and state unemployment taxes and any federal, state and/or local income taxes and filing all tax returns with respect to all such taxes.

**13.8 Confidentiality.** Contractor shall not disclose any information relative to the Work to anyone other than SLW without SLW's prior written consent, except to the extent

that Contractor is obligated to provide disclosure by Laws or Regulations.

**13.9 Severability.** Should a court of law determine that any clause or section of this Agreement is invalid or illegal, all other clauses or sections shall remain in effect.

**13.10 Work Product.** All written and electronic documents, including without limitation materials, drawings, notes, data, reports and records developed or produced or obtained in connection with the Services ("Documents") for a Work Order, are the property of SLW. Contractor may retain a copy of such Documents for its files, subject to the confidentiality provisions in this Agreement.

**13.11 Nondiscrimination.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, religion, age, genetic information, marital status, sexual orientation, gender identity, familial status, disability, status with regard to public assistance, membership or activity in a local human rights commission, or status as a protected veteran. Contractor shall take affirmative action to ensure that applicants are considered and employees are treated during their employment without regard to these factors.

*End of Standard Terms*

**EXHIBIT A**  
**Minimum Insurance Requirements**

The limits of liability insurance required by the Agreement shall provide coverage for not less than the amounts listed below (or greater when required by Laws and Regulations):

**Workers' Compensation:**

Statutory Benefits as required by Laws and Regulations

**Employers' Liability:**

Bodily Injury by Accident Each Accident	\$500,000
Bodily Injury by Disease-Policy Limit	\$500,000
Bodily Injury by Disease-Each Employee	\$500,000

**Commercial General Liability:**

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

**Automobile Public Liability and Property Damage:**

Combined Single Limit-Each Accident	\$1,000,000
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**Pollution Liability**

Each Claim or Each Occurrence and in the Aggregate	\$2,000,000
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**Umbrella Excess Liability:**

The Umbrella Excess Liability shall provide excess limits over and above the Commercial General Liability, Employers Liability, and Automobile Liability limits set forth herein.

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

**Certificates of Insurance**

Certificates of Insurance must be provided before Contractor performs any Services. All policies are to name SLW and the property owner as additional insureds for claims arising out of the services provided by Contractor. No policy is to be materially changed or cancelled without giving SLW 30 days prior notice.

SLW and Contractor waive all rights against each other, their Subcontractors, agents, and employees, and the other's consultants, separate contractors, and their Subcontractors, agents, and employees for losses or damages covered by property or casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation shall be effective notwithstanding any duty of indemnity.

Except for workers compensation/employer's liability, the insurance policies required by these Contract Documents shall include the interests of the following persons or entities, all of whom shall be listed as additional insured:

**SLW:** Sebewaing Light and Water

**Property Owner(s):** Sebewaing Light and Water

## Appendix D

### Collusion Affidavit

The Affidavit set forth below must be executed on behalf of the Contractor and furnished with each Proposal.

State of \_\_\_\_\_

ss:

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Contractor, which has submitted, on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or will submit to Sebewaing Light and Water, Sebewaing, Michigan, a proposal for \_\_\_\_\_ (item being Proposal), all as fully set forth in said proposal and that except as specified below, the aforementioned Contractor constitutes the only person, firm or corporation having any interest in said Proposal or in any contract, benefit or profit which may, might or could accrue to grow out of the acceptance in whole or in part of said proposal, said exceptions being as follows:

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(If no exceptions, please state)

Affiant further states that said proposal is in all respects fair and is submitted without collusion or fraud; and that no member of the Sebewaing Village Council, Sebewaing Light and Water Department, officer or employee of said Village of Sebewaing is directly or indirectly interested in said Proposal.

\_\_\_\_\_  
(Affiant)