

reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Submitted by: *[Signature]*
 Signature
Sack Di PISA Sales Manager
 Name and Title (Print)
231 499/583
 Phone Fax

All-Phase Electric Supply Co.
 Company Name
926 W South Airport Rd
 Company Address
Traverse City MI 49686
 City, State, Zip
Corporation
 Sole proprietorship/partnership/corporation
Consolidated Electrical Dist
 If corporation, state of corporation
com

EMAIL ADDRESS:
JDIPISA@All-PhaseTC.com

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

1. Windemuller Electric

Contact Person: Denny Beemer Telephone: 935 4800-231

2. Top line Electric

Contact Person: Blaine Vadeboncoeur Telephone: 922 8626-231

3. Doug Fauver Feyen + Zylstra

Contact Person: Doug Fauver Telephone: 486 8836-231

BID SHEET

HICKORY HILLS SNOWMAKING PEDESTALS

Make and model of units bid: Meyers Power ME-HP64TL

COMPLY EXCEPTION

Total cost of each unit: \$ 779.90 Each

Total cost of delivery for each unit: \$ 27.~~00~~⁸⁰ each

Total cost for all units including delivery: 22 units lot \$ 17,751.⁸⁰/₁₀₀ Total

Warranty offered: Yes See Note (17) By Manufacturer

Expected delivery date: 6-7 Week AFTER Delivery of Order

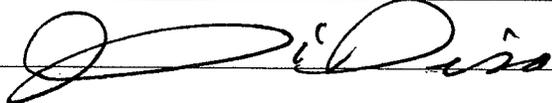
By: Jack DiPisa Date: July 26, 2018

Title: Sales Manager

Company: All-Phase Electric Supply Co.

Address: 926 W South Airport Road Traverse City MI

Phone: Cell 231 4991583 Office 231 9297800 ⁴⁹⁶⁸⁶

Signature: 

22 units purchased AT one Time will be given a Freight Discount. Purchased Individually will be Subject To Actual Cost To Ship From Canada, where Meyers plant resides.

NO. Part Number on Specs This Item bid is our best educated Interpretation of a Drawing + Partial Description.



CANCELLATION POLICY

An order may be canceled by the purchaser only upon the written notice and upon payment to the company of reasonable and proper cancellation charges. The expenses to be covered by these charges would include an unrecoverable cost incurred by the company. In addition, a one-time charge will be made to compensate for lost profits, disruptions in schedules, planned production and other indirect costs. It is recognized that it is impossible to determine exactly these indirect costs. As such, it is agreed that the one time charge is acceptable and proper. Total cancellation charges will be calculated as follows:

Order Entry:

After receipt of an order at the factory and order processing, but prior to the start of engineering, there will be a one time 5 percent charge with a minimum of \$1,000.00 for any one order.

Release for Engineering:

After an order has been released for engineering, there will be a one time 10 percent charge for cancellation plus any actual costs incurred including vendor cancellation charges, engineering labor expended plus costs associated with engineering overhead, selling, general and administrative expenses.

Release for manufacture:

After an order has been released for manufacture and scheduled for production, there will be a one time 10 percent charge for cancellation plus any actual costs incurred including, but not limited to vendor cancellation charges, all materials received or expended, shop and engineering labor plus costs associated with manufacturing and engineering overhead, selling, general and administrative expenses.

Cancellations within 61-90 days of scheduled completion:

Cancellation charge will be a minimum of 50 percent of the contract value.

Cancellation within 31-60 days of the scheduled completion:

Cancellation charge will be a minimum of 75 percent of the contract value.

Cancellation within 30 of the scheduled completion:

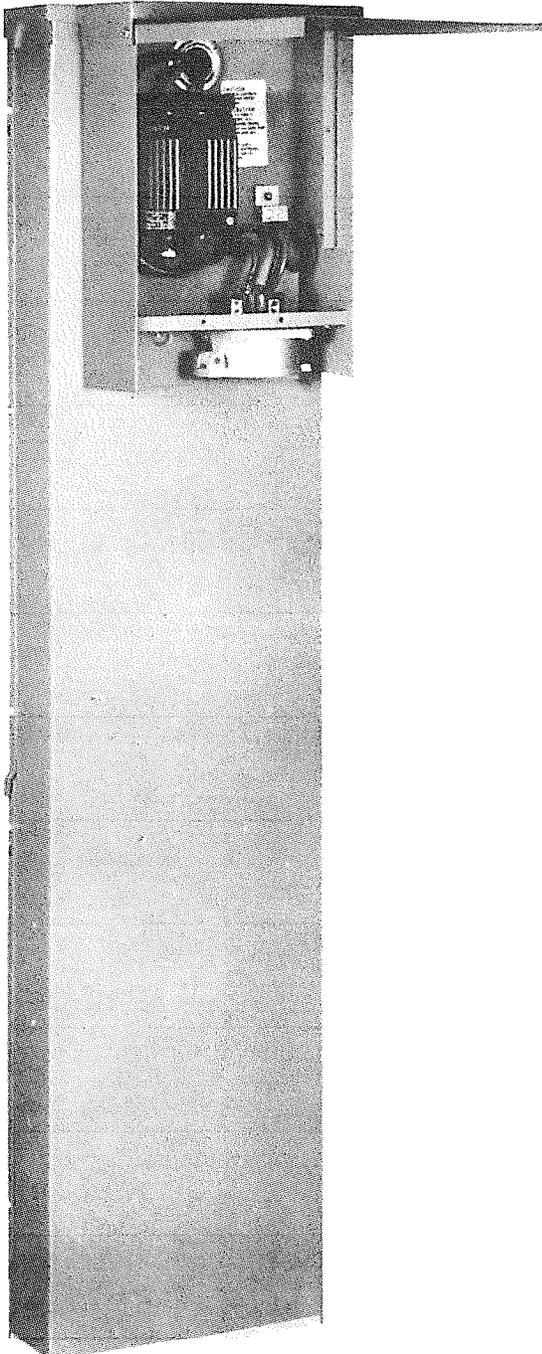
Cancellation charge will be 100 percent of the contract value

In addition to the above charges, a reasonable profit of 10 percent will be allowed and payable against all identified costs incurred by the time of cancellation. Cancellation costs will be due and payable within 30 days of submittal of a proper invoice for such costs. Any amounts not paid within 30 days will be subject to late charges of 1 1/2 percent per month for each fraction of a month that payment is received late at MPP.



**ME-HP34TL
ME-HP64TL**

Unmetered power outlets for snow machines.
ME-HP34TL (30 amp) – ME-HP64TL (60 amp)



STANDARD FEATURES

- One piece construction.
- Pre-wired at factory.
- 3-phase, 3-wire system to match snow machine requirements.
- Receptacle – rated 600 volts and to operate at 480 volts 3 ϕ , 3-wire.
- Receptacle installed under panel hinged cover – gasketed spring cover plate for additional safety.
- Twin 350 MCM lugs in raceway for power company's connection and a "feed through system".
- Pedestal - 14 gauge galvanized steel construction, 77" tall.
- Hinged cover has padlock provisions (tamperproof).
- Standard color: foliage green powder coat finish.
- All components U.L. Approved.

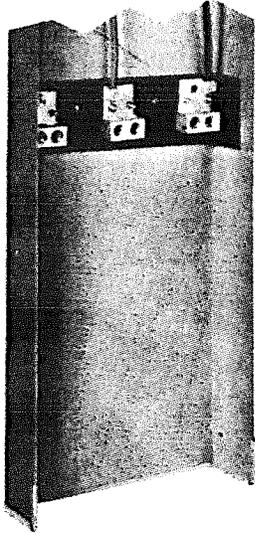
CATALOG NO.: ME-HP34TL – (30 amp)
ME-HP64TL – (60 amp)

RECEPTACLES: Hubbellock (30 amp) No. 002045.
Includes gasketed spring hinged cover plate.

Hubbellock (60 amp) No. 00242.
Includes gasketed spring hinged cover plate.

INSTALLATION INSTRUCTIONS

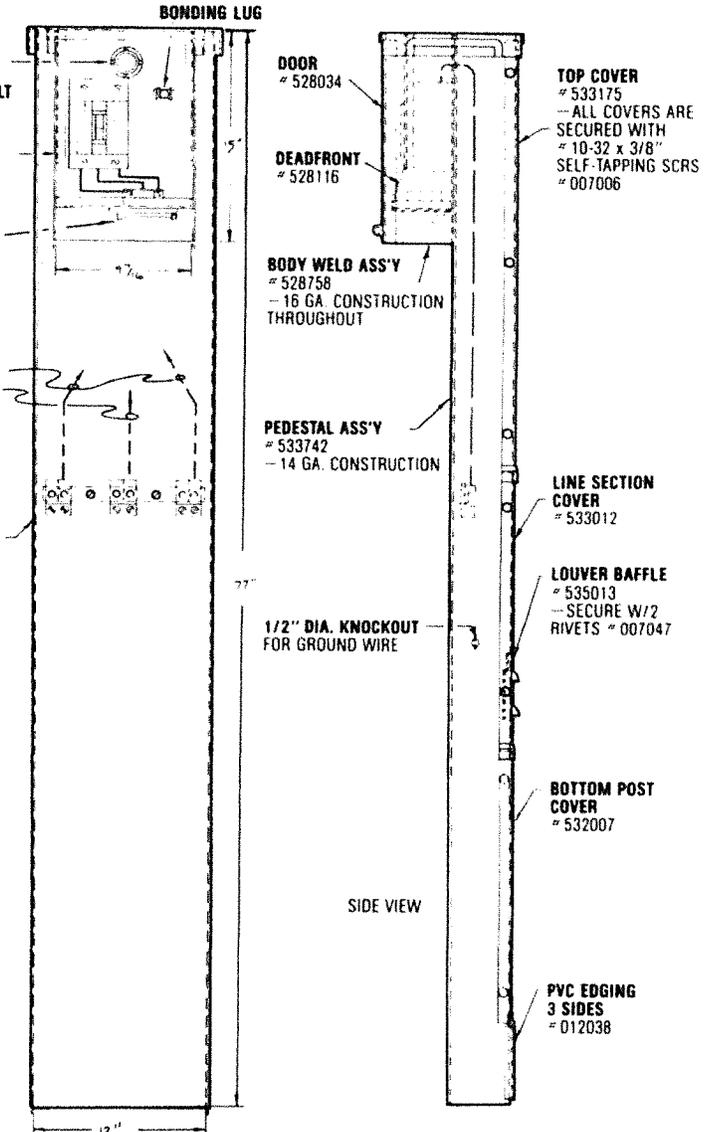
- Remove upper terminal raceway cover. Lower raceway into trench, feeding wire up through raceway. It is suggested that the bottom of trench be puddled with two inches of concrete for the terminal raceway footing.
- Plumb and level unit.
- Backfill trench as required.
- Additional stability can be obtained by the use of a 2 x 4 form approximately 18" square placed around the pedestal and poured with concrete. Prevents sinking or heaving due to frost or wet situations.
- Connect service wires to 350 MCM AL-CU terminal lugs. The use of an inhibitor is suggested for aluminum wire.
- Make necessary grounding and bonding connections.
- Replace terminal raceway cover.



TWIN 350 MCM LUGS IN RACEWAY FOR POWER COMPANY'S CONNECTION AND A "FEED THROUGH SYSTEM."

- ST-4 INSULATED HUB # 105-000
- 3 POLE-30 AMP-480 VOLT CIRCUIT BREAKER # 001082
- RECEPT. PLATE # 528116
- 30 AMP-4 WIRE RECEPTACLE-- "HUBBELL" # 002045 - WITH WEATHERPROOF COVER & GASKET # 002046
- # 6-THHN WIRE-BLACK
- # 6-THHN WIRE-RED
- TO CIRCUIT BRKR.
- LANDING LUG ASS'Y # 533734
- SECURE TO BODY W/ # 12-24 x 3/8" RND. HD- SCR # 008113

REAR VIEW DEADFRONT & DOOR NOT SHOWN IN THIS VIEW



Tel: 866-MY-MYERS Fax: 951-520-1961
www.myerspowerproducts.com

GENERAL TERMS AND CONDITIONS OF SALE

(14) **CONCEALED DAMAGE** - Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage.

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

(15) **RETURN OF MATERIAL** - The seller's permission must be obtained in writing before any products are returned to it by the purchaser for any reason whatsoever. If products are returned without such permission, purchaser authorizes the seller, in addition to such other remedies as it may have, to hold the returned products at purchaser's sole risk and expense. When the purchaser requests authorization to return material for reasons of his own, the purchaser will be charged for placing the returned goods in salable condition, restocking charges and for any outgoing and incoming transportation paid by the seller.

(16) **STORAGE** - Any item of the product(s) on which manufacture or shipment is delayed by causes within Purchaser's control, or by causes which affect Purchaser's ability to receive the product(s), may be placed in storage for an agreed upon amount by Seller for Purchasers account and risk.

(17) **WARRANTY** - Seller warrants title to the product(s) and, except as noted below with respect to items not of Sellers manufacture, also warrants the product(s) on date of shipment to Purchaser, to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTES THE ONLY WARRANTY OF SELLER WITH RESPECT TO THE PRODUCT(S).

If within one year from date of initial operation, but not more than eighteen months from date of shipment by Seller of any item of product(s), Purchaser discovers that such Item was not as warranted above and promptly notifies Seller in writing thereof, Seller shall remedy such nonconformance by, at Seller's option, adjustment or repair or replacement of the item and any affected part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The same obligations and conditions shall extend to replacement parts furnished by Seller hereunder. Seller shall have the right of disposal of parts replaced by it.

ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY SELLER IS NOT WARRANTED BY SELLER, and shall be covered only by the express warranty, if any, of the manufacturer thereof.

THIS STATES PURCHASER'S EXCLUSIVE REMEDY AGAINST SELLER AND ITS SUPPLIERS RELATING TO THE PRODUCT(S), WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING COST OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE. Seller and its suppliers shall have no obligation as to any product which has been improperly stored or handled, or which has not been operated or maintained according to instructions in Seller or supplier furnished manuals.

(18) **WARRANTY FOR SERVICES** - Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services, which do not so conform shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's equipment or with respect to any latent defects in the same. This warranty does not cover damage to Buyer's equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Extended Warranties may be purchased prior to shipping for a fee. Fees for Extended Warranties are calculated on a project analysis basis but in no case shall

be less than 3% per year for each year the warranty is extended up to a maximum of 5 years.

(19) **CANCELLATIONS** - Cancellations or modifications of an order by the purchaser will only be accepted by the seller in writing and on the basis that the seller will be paid for expenses incurred up to the time that the cancellation or modification is accepted by the seller. A minimum charge of \$500.00 will be assessed. Unless otherwise provided, if there has been an accumulation of materials engineering or drafting, the cancellation will be based on actual costs incurred, plus a reasonable allowance for overhead and profit up to 100% of selling price.

(20) **LIQUIDATED DAMAGES** - Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

(21) **BACKCHARGES AND ALTERATIONS** - The seller will not be responsible for any backcharges to correct any possible manufacturing error, or any modifications to meet existing conditions or for any reason whatsoever unless authorized by the seller in writing. Any field problem should be reported to MYERS POWER PRODUCTS.

(22) **LIMITATION OF LIABILITY** - The purchaser's exclusive remedy on any claim of any kind for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, or repair or use of any products covered by or furnished under the contract, including but not limited to any claim of negligence or other tortious breach, shall be the repair or replacement, F.O.B. factory, as the seller may elect, or the product or part thereof giving rise to such claim, except that the seller's liability for such repair or replacement shall in no event exceed the contract price allocable to the products or part thereof which gives rise to the claim. THE SELLER SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

(23) **GENERAL** - Any assignment of the order, or any rights hereunder, by the purchaser without written consent of the seller shall be void. The provisions of any contract resulting from the order are for the benefit of the parties thereto and not for any other person. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the seller. ANY PURCHASE ORDER PURSUANT TO THE ACCOMPANYING QUOTATION SHALL BE SUBJECT TO THE APPROVAL OF SELLER'S CREDIT DEPARTMENT AND SHALL NOT RESULT IN A CONTRACT UNTIL IT IS ACCEPTED AND ACKNOWLEDGED BY SELLER AT SELLER'S FACILITY.

(24) **AUTHORITY OF SELLER'S AGENTS** - No agent, employee or representative of the seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Agreement, and unless the affirmation, representation, or warranty made by an agent employee or representative is specifically included herein, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.

(25) **PROPRIETARY RIGHTS** - The sale of the goods hereunder to Buyer shall in no way be deemed to confer upon Buyer any right, interest or license in any patents or patent applications Seller may have covering the goods by Seller retains for itself all proprietary rights in and to all designs, engineering details and other data and materials pertaining to any goods supplied Seller and to all discoveries, inventions, patents, and other proprietary rights arising out of the work done in connection with the goods or with any and all products developed as a result thereof, including the sole right to manufacture any and all such products. Buyer warrants that he will not divulge, disclose, or in any way make use of such information (as built drawings, software and design information), and that it will not manufacture or engage to have manufactured such products.

(26) **GOVERNING LAW** - Any contract formed pursuant to this quotation shall be governed by and construed in accordance with the laws of the State of California.

(27) These Terms & Conditions shall remain in full force and effect and shall be deemed as accepted upon receipt of Purchase Order from Purchaser unless superceded by a modified T&C, specified and agreed in writing by an Officer of the Company of both Purchaser and Seller.

Bidder - Please complete and return**BID SUMMARY****TITLE: Hickory Hills Snowmaking Snowmaking Pedestals****DUE DATE: Friday, July 27, 2018 at 10:00 AM**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to 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 understands and agrees, if selected as the successful Bidder, to accept a Purchase Order / Service Order / Contract and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse City's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the 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 the City of Traverse City, 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.
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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.

Submitted by:

Signature

Name and Title (Print)

Phone

Fax

EMAIL ADDRESS:

bbetts@htmgroupp.com

HTM FITTINGS, INC.
Company Name

4606 NEEL CT NW
Company Address

GIG HARBOR, WA 98335
City, State, Zip

CORPORATION
Sole proprietorship/partnership/corporation

WASHINGTON
If corporation, state of corporation

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

1. SNOW LOGIC INC

Contact Person: MITCH DODSON Telephone: 435-647-6817

2. SNOCO

Contact Person: WAYNE RAGLAND Telephone: 801-580-0992

3. SNOW ECONOMICS, INC

Contact Person: ANNI SANTRY Telephone: 508-655-3232

BID SHEET

HICKORY HILLS SNOWMAKING PEDESTALS

Make and model of units bid: HTM SEP 348-2350-3/SEP1060HL-10

COMPLY EXCEPTION

Total cost of each unit: \$ 874.23

Total cost of delivery for each unit: \$ 25.00

Total cost for all units including delivery: \$ 19,783.06

Warranty offered: 5 YEARS ON MANUFACTURING DEFECTS

Expected delivery date: 9/14/2018

By: BRIAN BETTS Date: 7/23/2018

Title: PRESIDENT

Company: HTM FITTINGS, INC

Address: 4606 NEEL CT NW GIG HARBOR, WA 98335

Phone: 877-493-7268 x 102

Signature: 