

HMA for Pothole Patching & Wedging – MITN#74565

PROPOSAL FORM

Due Date: January 19, 2024 – 11:00 a.m.

To: Grand Traverse County Road
Commissioners 1881 LaFranier Road
Traverse City, MI 49696

The undersigned hereby certifies that they have examined the Specifications and are fully informed as to the nature of the equipment, material and labor to be furnished.

The undersigned agrees that, if awarded this proposal for services, they will deliver the proposed equipment, material and labor as required, from April 1, 2024 to March 31, 2025 at the bid prices. This bid, by mutual agreement of each party, may be extended for an additional one (1) year period. Contractor/supplier agrees to the GTCRC terms/conditions and insurance requirements as attached. A current Certificate of Insurance that meets the minimum coverage requirements of the Road Commission shall be furnished to the Road Commission prior to commencing work.

Bidder understands and agrees that all necessary permits, licenses and insurances must be obtained and that all applicable federal, state and local codes, laws and regulations must be complied with.

GTCRC reserves the right to accept or reject any or all bids, waive irregularities, increase or reduce quantities and delete bid items in the Proposal form, and to accept the bids either on an entire or individual basis that is in the best interest of the GTCRC. The GTCRC 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.

The Undersigned further states that they have not directly or indirectly entered into any combination collusion, undertaking or agreement with any other bidder or bidders to maintain the price or bid on this work, or to prevent any bidder or bidders to refrain from bidding, and that this proposal is without reference or regard to any other proposal or proposals, and without agreement, understanding or combination with any other bidder or prospective bidder or agent thereof in any way or manner whatsoever.

Having carefully examined the 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 agrees to accept a purchase order with the Terms and Conditions as attached hereto and made a part hereof from the Road Commission if selected as the successful bidder.

Bidder certifies that as of the date of this bid, the company or he/she is not in arrears to the Road Commission for debt or contract. Bidder understands that the Road Commission reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the interest of the Road Commission. The bid will be evaluated and awarded on the basis of the best value to the Road Commission. Criteria used will include, but not be limited to price, quality, and overall capability meeting the needs of the Road Commission.

The above signed hereby proposes to furnish all equipment, material and labor to meet the specifications and requirements of the Grand Traverse County Road Commission in accordance with state and federal safety standards, provide liability, automotive and workers' compensation insurance coverage.

Having read and clearly understanding the instructions and specifications for HMA for Pothole Patching & Wedging quantity estimated and being thoroughly familiar with the work to be performed, we hereby submit the following bid for HMA for Pothole Patching & Wedging to the Grand Traverse County Road Commission.

Company Name: _____	Submitted By: _____
_____	Signature _____
Address: _____	_____ Name
	(Typed/Printed)
City, State, Zip _____	_____ Title
	(Typed/Printed)
Telephone (_____) _____	Proposal Date _____
FAX # (_____) _____	Email: _____

Proposal Acceptance

Items No. _____ are hereby accepted by the Grand Traverse County Road Commission.

Date _____ By _____

Proposal Extension

Item(s) No. _____ are hereby offered for a one year extension of the proposal and agreement.

Date _____ By _____

Signature Title

The Grand Traverse County Road Commission hereby accepts the offer to extend this proposal and agreement for an additional one year period of time.

Date _____ By _____

Signature Title

The above signed hereby proposes to furnish within 30 days of receipt of order all materials to meet the current MDOT and Grand Traverse County Road Commission Specifications, f.o.b. Grand Traverse County, as specified to-wit:

NO.	ITEM	LOCATION and HOURS OF	UNIT PRICE
1.	HMA for Pothole Patching & Wedging (Mix available at time of pick up)	At the plant. List location: Hours:	/Ton per day
2.	HMA for Pothole Patching & Wedging (Mix available at time of pick up)	At the plant. List location: Hours:	/Ton for quantities over 40 Ton per day
3.	HMA for Pothole Patching & Wedging (Mix available at time of pick up)	At the plant. List location: Hours:	/Ton for quantities over 100 Ton per day

State the Warranties and Guarantees to be furnished by the supplier and/or manufacturer: _____

State Terms of Sale and Discounts: _____

TERMS AND CONDITIONS:

THE SUPPLIER (hereinafter the “Supplier” or the “supplier”), BY RENDERING SERVICE TO THE GRAND TRAVERSE COUNTY ROAD COMMISSION (GTCRC) HEREBY AGREES TO ALL PROVISIONS LISTED BELOW:

1. **Non-Discrimination.** The Supplier 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 race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. A breach of this covenant may be regarded as a material breach of this Service Order.
2. **Assignment.** There shall be no assignment or transfer of this Service Order or any part thereof unless mutually agreed to in writing by both parties.
3. **Venue.** Any and all suits for any and every breach of this Service Order shall be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of MI.
4. **Dispute Resolution.** Prior to either party instituting any suit, any claim or dispute under the Service Order shall be submitted to non-binding mediation. The Supplier shall include a similar mediation agreement with all subcontractors and subconsultants under direct contract with the Supplier.
5. **Independent Contractor.** The relationship of the Supplier to the GTCRC is that of an Independent Contractor. The Supplier and the personnel employed by the Supplier shall not be deemed to be agents or employees of the GTCRC, shall

not hold themselves out as employees of the GTCRC and shall not be entitled to any fringe benefits the GTCRC affords its employees.

6. Required Insurance. The Supplier shall provide an insurance certificate evidencing the following selected insurance prior to performing services under this Service Order:

Bodily Injury and Property Damage: The Contractor must carry adequate insurance, satisfactory to the Board, to afford protection against all claims for damage to public or private property and injuries to persons arising out of performance of the work. Copies of completed certificates must be submitted to the Board.

1. General Liability, Bodily Injury and Property Damage – The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

2. Automobile Liability, Bodily Injury and Property Damage – The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:

Each Person	\$500,000
Each Occurrence	\$1,000,000

Property Damage Liability:

Each Occurrence	\$1,000,000
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Combined Single Limit for Bodily Injury and Property Damage Liability:

Each Occurrence	\$2,000,000
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3. Umbrella Policy – The Contractor may meet the requirements of above minimum limits of bodily injury and property damage liability through an umbrella policy.

Additional Insured and Endorsement: The Bodily Injury and Property Damage Policy must include the following endorsements, verbatim:

“Additional Insured: The Board of County Road Commissioners of the County of Grand Traverse, the Grand Traverse County Road Commission and its officers, agents and employees.”

“Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”

7. Workers Compensation. The parties agree to maintain at all times while work is being performed under this Service Order, suitable workers compensation insurance pursuant to Michigan law and will, upon receipt of this Service Order, provide a certificate of insurance or copy of state approval for self insurance to the GTCRC Manager.

8. Interpretation. This Service Order shall be governed by the laws of the State of Michigan both as to interpretation and performance.

9. Indemnification. To the fullest extent permitted by law, the Supplier shall defend, indemnify, defend and hold the GTCRC, its agents, officials and employees harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees and defense costs, arising out of or connected in any way with the performance of this Service

Order which is caused in whole or in part by the Supplier's negligent, careless or intentional acts or omissions, or that of any agent, employee, or subcontractor of the Supplier, excluding only those damages, liabilities or costs attributable to the sole negligence of the GTCRC. The Supplier expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Service Order and is not intended to waive the defense of governmental immunity that may be asserted by the GTCRC in an action against it.

10. Time. Time is of the essence in rendering the services described in this Service Order.

11. Pollution Indemnification. The Supplier's obligation to defend, indemnify and save harmless the GTCRC shall include any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from any pollution liability, damage, or loss resulting or arising out of or in connection with the Supplier's performance of any work relating to this contract based upon any act, omission, or negligence of the Supplier or its employees, agents, servants, subcontractors or any other person or persons, including but not limited to the GTCRC, its agents, officers or employees. The obligations to defend, indemnify and hold harmless contained herein shall exclude only those matters in which the claim arises out of allegation of the sole negligence of the GTCRC, its officers, agents or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the GTCRC in an action against it. **CHECK HERE IF APPLICABLE: ____.**

12. Third Party Beneficiaries. This Service Order confers no rights or remedies on any third party, other than the parties to this Service Order and their respective successors and permitted assigns.

13. Freedom of Information Act. The Supplier acknowledges that the GTCRC may be required from time to time to release records in its possession by law. The Supplier hereby gives permission to the GTCRC to release any records or materials received by the GTCRC as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*

14. Standard of Conduct. The Supplier shall render all services under this Service Order according to generally accepted professional practices.

15. Termination.

A. For Fault. If the GTCRC Manager determines that the Supplier has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Service Order, the GTCRC Manager may terminate or suspend this Service Order in whole or in part upon written notice to the Supplier specifying the default 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 Supplier shall correct the violations referred to in the notice. If the Supplier does not correct the violations during the period provided for in the notice, this Service Order shall be terminated upon expiration of such time. Upon termination, any payment due the Supplier at time of termination may be adjusted to cover any additional costs occasioned the GTCRC by reason of the termination. This provision for termination shall not limit or modify any other right to the GTCRC to proceed against the Supplier at law or under the terms of this Service Order.

B. Not for Fault. Whenever the GTCRC Manager determines that termination of this Service Order in whole or in part is in the best interest of the GTCRC, in the event that termination is required by any state or federal agency, or in the event that necessary funds to continue with the specified equipment and services are not allocated by the GTCRC Board, the GTCRC Manager may terminate this Service Order by written notice to the Supplier specifying the services terminated and the effective date of such termination. Upon termination, the Supplier shall be entitled to and the GTCRC shall pay the costs actually incurred in compliance with this Service Order until the date of such termination.

16. Ownership of Documents. All documents produced by Supplier under this Service Order shall remain the property of GTCRC and may not be used by Supplier for any other endeavor without the written consent of GTCRC. Any reuse of documents without the written consent of GTCRC shall be at Supplier's sole risk, without liability or legal exposure to GTCRC, its officers, directors, employees, agents, or volunteers.

17. Billing/Payments. Invoices for Supplier's services shall be submitted, at GTCRC's option, either upon completion

of such services or on a monthly basis whichever is shorter. Invoices shall be payable within 30 days after the invoice date. Retainer/deposits fee shall be credited on the final invoice.

18. Specification and Bid Requirement Deviations by the Bidder: Any deviation from this specification/and bid requirement MUST be noted in detail and submitted in writing on or with the RFQ. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specification will hold the Supplier strictly accountable to the specifications/and bid requirement. Failure to submit this document of specification/and bid requirement deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, Proposals, or Quotes the Supplier's name should be clearly shown on each document. The Road Commission retains the right to determine the equivalency of any product or service.

19. MIOSHA Regulations: All equipment, machinery, tools and vehicles must meet all MIOSHA standards to be considered

20. Delivery and Receipt of Goods: Accessibility for delivery purposes shall be between the hours of 7:30 a.m. and 2:30 p.m. Monday through Friday, with exception of GTCRC's observed holidays. All deliveries shall be received and acceptance is "subject to inspection". All goods must be tailgate delivered.

21. F.O.B. Destination Freight Prepaid: Goods provided to the GTCRC under this Agreement shall be FOB Destination. Title passes to the GTCRC when goods are delivered to a GTCRC location. The supplier shall pay all freight charges, owns the goods during transit and files claims, if any.

22. Delivery A.R.O.: The supplier shall indicate how many days after receipt of order (ARO) before delivery to GTCRC.

23. Performance: The supplier agrees to deliver all items meeting specifications, brand, and part number in good condition, on the dates established. For blanket orders, failure to comply with the above performance standards for blanket orders in excess of 5% may result in the cancellation of the order.

24. Compliance with Applicable Laws and Regulations: The supplier specifically agrees to comply with any and all applicable State, Federal, and Local statutes, ordinances, and regulations, and with GTCRC regulations during performance of the services and will require compliance of all subcontractors. Additionally, the supplier shall comply with the following: In accordance with Michigan 1976 PA 453, the supplier hereto agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Further, in accordance with Michigan 1976 PA No. 220, as amended, the parties hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The supplier further agrees that it will require all subcontractors for this project comply with this provision.

SUPPLIER:	Grand Traverse County Road Commission 1881 LaFranier Road Traverse City MI 49696
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(Signature)

(Signature)

(Printed Name)

(Printed Name)