

MOWING SERVICE - MITN#98800
P R O P O S A L F O R M
Bids due Thursday, February 15, 2018 - 1 PM

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, 2018 to March 31, 2019 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 Mowing Services and being thoroughly familiar with the work to be performed, we hereby submit the following bid for Mowing Services.

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

Proposal Acceptance

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

Date _____ By _____
Signature _____ Title _____

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 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, as specified to-wit:

No.	Item	Unit	Bid Price Per Occurrence
1.	Mowing at 1881 LaFranier Road, Traverse City MI 49696	Per 1x/week	
1a.	Additional Mowing at 1881 LaFranier Road	24 hr notice for a will-call mowing	
1b.	Mowing of an area west of the weekly mowing, to the back entrance off Alhberg Road	24 hr notice for a will-call mowing	
2.	Mowing at 1471 East M-113, Kingsley MI 49649	1x every other week	
3.	Three Mile Road Median, South Airport Road to Parsons Road, Traverse City MI 49686	1x every month	

State the availability of equipment and any notice requirements for equipment to be furnished by the supplier:

BID SPECIFICATIONS FOR MOWING SERVICES

All bidders are required to attend a pre-bid walk-through of the facilities to be mowed. Please call to range walk-thru between Monday-Friday, 7:30 am - 4:30 pm. at 1881 LaFranier Road, Traverse City MI 49696.

- 1) Duties, Functions, and Responsibilities: Grand Traverse County Road Commission; Traverse City
Caretakers to perform grounds keeping and grounds maintenance tasks at the Grand Traverse County Road
Commission Traverse City facility one (1) time per week from April 1, 2016 through November 1, 2016, including
but not limited to:
- a. Mowing and trimming grass
 - b. Raking and/or Debris Clean up in parking and walking areas after mowing
 - c. Spring and Fall Debris Clean up
 - d. Weeding Landscaped areas
 - e. Edging of parking lot and sidewalks

Mowing to be performed on Wednesdays or Thursdays only before 3:00pm pending in climate weather.

- 1a) Additional mowing of this location due to fast growing at times after fertilization as needed.
- 2) Duties, Functions, and Responsibilities: Grand Traverse County Road Commission; Kingsley
Caretakers to perform grounds keeping and grounds maintenance tasks at the Grand Traverse County Road
Commission Kingsley facility one (1) time every other week from April 1, 2015 through November 1, 2016 including
but not limited to:
- a. Mowing and trimming grass
 - b. Raking and/or Debris Clean up in parking and walking areas after mowing
 - c. Spring and Fall Debris Clean up
 - d. Weeding Landscaped areas
- 3) Duties, Functions, and Responsibilities: Grand Traverse County Road Commission; Three Mile Rd.
Caretakers to perform grounds keeping and grounds maintenance tasks at the Grand Traverse County Road
Commission Three Mile Median one (1) time per month from April 1, 2018 through November 1, 2018 including but
not limited to:
- a) Mowing and trimming grass
 - b) Raking and/or Debris Clean up in walking areas after mowing

TERMS AND CONDITIONS:

THE VENDOR, BY RENDERING SERVICE TO THE GRAND TRAVERSE COUNTY ROAD COMMISSION (GTCRC) HEREBY AGREES TO ALL PROVISIONS LISTED BELOW:

1. **Non-Discrimination.** The Vendor 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 Vendor shall include a similar mediation agreement with all subcontractors and subconsultants under direct contract with the Vendor.

5. **Independent Contractor.** The relationship of the Vendor to the GTCRC is that of an Independent Contractor. The Vendor and the personnel employed by the Vendor 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 Vendor shall provide an insurance certificate evidencing the following selected insurance prior to performing services under this Service Order:

		Yes	No
General Liability - Comprehensive	\$ 2,000,000 per occurrence	_____	_____
Professional Liability -	\$ 2,000,000 per occurrence	_____	_____
 Premises and Operations		_____	_____
Independent Contractors		_____	_____
Completed Operations Hazard		_____	_____
Contractual Liability		_____	_____
Explosion, Collapse or Underground Damage		_____	_____
Owners Protective		_____	_____
Environmental Pollution Liability	\$1,000,000 per occurrence	_____	_____
Automobile Liability	\$500,000 combined single limits	_____	_____
Owned, Non-owned &	\$250,000 each person	_____	_____
Hired	\$100,000 property damage each occurrence	_____	_____
Excess Liability	\$1,000,000	_____	_____
Umbrella Form		_____	_____
Employer's Liability	\$500,000	_____	_____

Additionally, Vendor shall provide the GTCRC with an endorsement to its insurance policy stating that the GTCRC is named as additional insured with the following language appearing either on the certificate or an attachment: *Grand Traverse County Road Commission, its commissioners, officers, employees and agents are named as additional insureds.* A minimum of 10 days advance written notice will be provided in the event of cancellation.

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 Vendor shall defend, indemnify 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 Vendor's negligent, careless or intentional acts or omissions, or that of any agent, employee, or subcontractor of the Vendor, excluding only those damages, liabilities or costs attributable to the sole negligence of the GTCRC. The Vendor 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 Vendor'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 Vendor's performance of any

work relating to this contract based upon any act, omission, or negligence of the Vendor 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 offers, 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 Vendor acknowledges that the GTCRC may be required from time to time to release records in its possession by law. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor shall correct the violations referred to in the notice. If the Vendor 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 Vendor 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 Vendor 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 or in the event that termination is required by any state or federal agency, the GTCRC Manager may terminate this Service Order by written notice to the Vendor specifying the services terminated and the effective date of such termination. Upon termination, the Vendor 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 Vendor under this Service Order shall remain the property of GTCRC and may not be used by Vendor for any other endeavor without the written consent of GTCRC. Any reuse of documents without the written consent of GTCRC shall be at Vendor's sole risk, without liability or legal exposure to GTCRC, its officers, directors, employees, agents, or volunteers.

17. Billing/Payments. Invoices for Vendor'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.

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

(Signature)

(Printed Name)

(Printed Name)