

**TREE REMOVAL - MITN# 96888**

**PROPOSAL FORM**

**Bid Due Date: Thursday, February 15, 2018 - 1:00 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 March 1, 2018 to February 28, 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 Tree Removal and being thoroughly familiar with the work to be performed, we hereby submit the following bid for Tree Removal.

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 \_\_\_\_\_

**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

**Project Locations:**

List of addresses and approximate locations for trees to be removed by a flush cut to ground level will be provided prior to the start of work at various locations through Grand Traverse County.

**Description of Work:**

Except as otherwise set forth in the Contract Documents, the Contractor shall follow the 2012 MDOT Standard Specifications for Construction, Current Manual of Uniform Traffic Control Devices along with current Road Commission Standards and Specifications for Subdivisions and Other Development Projects with Public and Private Road. If there are questions about differing standards between these two manuals, the Road Commission shall make the decision as to which standard takes precedence.

At any time the Road Commission may elect to delete quantity, add quantity or perform work on part of or in full of any pay item.

The intent of work is to remove trees and debris by the Contractor located in any/all of the thirteen (13) townships located in Grand Traverse County. Trees are currently marked a blue dot with green circle for intended to be removed by the Contractor.

**General Log Notes:**

- All wood (3") and larger that will remain on the parcel will be designated with pink paint on the trees with the blue and green paint that is marking the trees to be removed.

- All other wood and debris will be removed by the Contractor except as specifically noted by Road Commission staff
- Contractors responsibility of the tree removal
  - a) Wood that is three (3") inches or less in diameter is to be chipped.
  - b) Wood that is to remain for the home owner will greater than (3") inches in diameter and no longer than (10') in length and stacked neatly out of the ROW for the owners use.
- Contractor shall restore all locations all branches and bark will be raked and cleaned from yards and roadsides to Road Commissions satisfaction.

**Additional items incidental to the cost of the project:**

During the removal of trees, if there are tree trunks less than 6 inch diameter within a (ten) 10' foot radius of a pay item for tree removals, the removal of these trees shall be incidental to the cost of the project.

**Bid Clarification:**

Listed estimated quantities shall be verified by the contractor prior to bidding.

**BASE BID FORM**

ITEM	UNIT	QTY	PRICE PER UNIT
Mobilization	LS	1	_____
Traffic Control	LS	1	_____
Tree, Rem, 6 inch to 18 inch	Ea	1	_____
Tree, Rem, 19 inch to 36 inch	Ea	1	_____
Tree, Rem, 37 inch or larger	Ea	1	_____

**ALTERNATE BID #1 FORM**

**GTCRC to perform all traffic control.**

**General Log Notes:** Flagging operations by the GTCRC require a minimum of three (3) days' notice.

ITEM	ESTIMATED UNIT	UNIT QTY	PRICE PER UNIT
Mobilization	LS	1	_____
Tree, Rem, 6 inch to 18 inch	Ea	1	_____
Tree, Rem, 19 inch to 36 inch	Ea	1	_____
Tree, Rem, 37 inch or larger	Ea	1	_____

## ALTERNATE BID #2 FORM

**GTCRC to perform all traffic control. Five (5) person crew, bucket truck (60' minimum), large wood chipper, grapple truck or other means of moving unwanted logs.**

**General Log Notes:** Flagging operations by the GTCRC require a minimum of three (3) days' notice.

ITEM	UNIT	EST'D QTY	PRICE
Mobilization	LS	1	_____
ABOVE CREW - 2 HR DAY		1	_____
ABOVE CREW – 4 HR DAY		1	_____
ABOVE CREW – 8 HR DAY		1	_____
ABOVE CREW – 10 HR DAY		1	_____

### 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
<b>General Liability</b> - Comprehensive	\$ 2,000,000 per occurrence	_____	_____
<b>Professional Liability</b> -	\$ 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.

pB. 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.

<b>VENDOR FOR: Tree Removal</b>	<b>Grand Traverse County Road Commission 1881 LaFranier Road Traverse City MI 49696</b>
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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)