

## ASPHALT EMULSION MATERIALS

### **P R O P O S A L   F O R M**

**Due Date: May 18, 2018 – 9:00 a.m.**

**MITN Code: 96712**

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 June 1, 2018 to June 30, 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 asphalt emulsion materials, quantity estimated and being thoroughly familiar with the work to be performed, we hereby submit the following bid for asphalt emulsion materials.

Company Name:	Submitted By:
_____	_____
Address:	Signature _____
_____	Name (Typed/Printed) _____
City, State, Zip	Title (Typed/Printed) _____
Telephone (_____) _____	Proposal Date _____
FAX # (_____) _____	Email: _____
<b><u>Proposal Acceptance</u></b>	
Items No. _____ are hereby accepted by the Grand Traverse County Road Commission.	
Date _____	By _____
<b><u>Proposal Extension</u></b>	
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 undersigned hereby proposes to furnish all materials to meet the current MDOT Specifications, f.o.b. Grand Traverse County, as specified to-wit:

No.	Item	Location	Quantity	Unit Price	Bid Price
1.	<b>AE-90</b>	at plant	3,000 gal		
		Delivered (Truckload quantities)	3,000 gal min		
2.	<b>LTBC-2</b>	at plant	3,000 gal		
		Delivered (Truckload quantities)	3,000 gal min		

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

State Terms of Sale and Discounts: \_\_\_\_\_

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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 - Comprehensive</b>	\$ 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		____	____
Owner's Protective		____	____
<b>Environmental Pollution Liability</b>	\$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 and that a minimum of 10 days advance written notice will be provided in the event of cancellation.

- 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.
- Interpretation.** This Service Order shall be governed by the laws of the State of Michigan both as to interpretation and performance.
- 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.
- Time.** Time is of the essence in rendering the services described in this Service Order.
- 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 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: x**.

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 by the fifth of the month 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.