



*"Our mission is to upgrade and maintain
a safe and efficient road system."*

NOTICE TO BIDDERS

The Board of County Road Commissioners of Grand Traverse County (GTCRC) is soliciting interested professional firms or individuals to provide wetland mitigation services on a contractual bases for GTCRC on behalf of the Paul Bunyan Council of the County Road Association (CRA) of Michigan. Sealed proposals for wetland mitigation services will be received at the Grand Traverse County Road Commission office, 1881 LaFranier Road, Traverse City, Michigan, 49696 on Friday, June 29, 2018 at 9:00 AM, EST.

The Board reserves the right to accept or to reject any or all bids; waive irregularities and/or informalities; and make the award(s) as may appear to the best interest of the Grand Traverse County Road Commission. Documents are available at www.gtcrc.org , Info@MITN.com or at the GTCRC office. All proposals are to be submitted as a sealed, hard copy document with the item being bid noted on the exterior of the envelope to the address above. No fax or email bids will be accepted.

Board of County Road Commissioners
Of Grand Traverse County
Marc S. McKellar, Chair
Jason Gillman, Vice-Chair
Carl J. Brown, Member
Andy Marek, Member
William D. Mouser, Member

WETAND MITIGATION PROFESSIONAL SERVICES

REQUEST FOR PROPOSAL FORM

Due Date: June 29, 2018 at 9: 00 A.M.

MITN: 92690 & 92696

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, beginning and summarized in the Scope of Services. 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 and waive irregularities 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 Wetland Mitigation Services and being thoroughly familiar with the work to be performed, we hereby submit the following bid for Wetland Mitigation Services.

Company Name:	Submitted By:
_____	_____
_____	_____
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 _____

ITEMIZATION OF FEES FOR REQUESTED WETLAND MITIGATION SERVICES

Item	Unit	Fee
Lump Sum for All Administrative Items except Long-Term Monitoring	1	
Annual Fee for Long-Term Monitoring	1 year	
Annual Fee for Long-Term Monitoring	5 years	

GRAND TRAVERSE COUNTY ROAD COMMISSION SCOPE OF SERVICES FOR WETLAND MITIGATION SERVICES

This project is to assist the Michigan Wetland Board (MIWB) establish properties that county road commissions in Michigan can utilize as wetland mitigation sites. The mitigation sites will be used for future projects that impact wetland areas. The target goal will include 400 to 600 acres that qualify as wetland preservation credits. This shall be accomplished by preserving or protecting wetlands which are outstanding, and in danger of being developed or threatened as defined by The Michigan Department of Environmental Quality.

Grand Traverse County Road Commission is acting as the agent for The Paul Bunyan Council. The Michigan Wetland Board is providing reimbursement for the procurement of mitigation sites for the county road commissions, the property owners, and wetland environmental experts and consultant necessary to investigate, acquire, and monitor prospective properties.

This project is to secure lands and mitigation sites that have been evaluated, determined, and approved to meet the requirements of the MDEQ and provide mitigation credits for county road commissions.

All work set forth below, except Conservation Easement acquisition and long-term monitoring, must be completed by September 30, 2018, unless approved by the GTCRC. Conservation Easement acquisition must be completed within six months after that date.

Please submit the following:

- To demonstrate the necessary qualifications to perform the work, please submit written evidence such as financial data, previous experience, present commitments, and such other data as may be necessary to demonstrate that the person submitting a proposal has the necessary qualifications and experience to perform the services requested, including a list of related project experience, type of work, project owner and project owner's representative and phone number.
- A proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- A proposal by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- A proposal by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- A proposal by an individual shall show the Bidder's name and official address.
- A proposal by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- A cost Spreadsheet, and timeline, for the performance of the following services in connection with the project:

Submittal of Application for Reimbursement and Approval to MIWB:

On behalf of The Grand Traverse County Road Commission, with additional application information as necessary.

Coordination with DEQ:

Work with the DEQ on all steps, as needed, to make the sites successful wetland mitigation sites. The DEQ may require additional information, contact them directly for more information.

Contacts:

Mike Pennington, Wetlands Unit, Lansing
Luke Golden, Transportation unit, Northern Lower Peninsula

Examination of Title:

To insure owner of potential mitigation property has ability to grant the DEQ a Conservation Easement (CE).

Preparation and Negotiation of Mitigation Purchase Agreement or Property Access Agreements:

To insure mitigation property can be purchased, and to allow the GTCRC, MIWB, and their agents to access the property and conduct investigations as needed, including soil borings, equipment on site, and other work.

Appraisal of Property:

This may be necessary in some, but not all, circumstances.

Wetland Community Assessment and Mapping

To categorize the natural communities according to "A Field Guide to the Natural Communities of Michigan" by MSU Press and DEQ guidelines. GPS map these communities. Submit to DEQ the community assessment, along with other two criteria, to seek preservation approval.

Wetland Quality:

Some or all portions of the wetland quality work may not be necessary for portions of the wetland communities if the DEQ concurs that the Wetland Community Assessment qualifies the potential site to meet preservation mitigation guidelines or requirements. Preparation of a complete plant list including a Floristic Quality Assessment of the wetlands by sites and identification of any Threatened and Endangered or Special Concern species. A MiRAM assessment may be necessary to further evaluate the site, or some of the scoring criteria may be used separately to evaluate the site. The animal list could include off site hits, such as a threatened and endangered bird nest nearby.

Wetland Delineation and Mapping:

Including flagging the boundary, GPS map of the boundary, and eventually a survey of the boundary. Wetland flags shall be located to an accuracy of 1 foot ± under the supervision of a Licensed Professional Surveyor in the State of Michigan using GPS or conventional Surveying methods and tied-into the Michigan Cadastral System.

Measured positions shall be referenced to the North American Horizontal Datum - Adjustment 2011 or most current and projected onto the respective Michigan State Plane Coordinate Zone (South, Central, or North) in the unit of International Feet. The vertical components, if requested, of the positions shall be referenced to the North American Vertical Datum (1988) by use of the Geoid Model 12B or most current.

Plans and descriptions shall conform to Michigan P.A. 132 (Certificate of Survey) and shall be delivered in hardcopy and digital format.

Management Plan Preparation:

To meet the three criteria in Part 303 Administrative Rules, Rule 5 (4) (d) (i, ii, iii) as set forth below and submit the Plan for DEQ approval.

In certain circumstances, the preservation of existing wetlands. The preservation of existing wetlands may be considered as mitigation only if the department determines that all of the following conditions are met; (i) The wetlands to be preserved perform exceptional physical or biological functions that are essential to the preservation of the natural resources of the state or the preserved wetlands are ecological type that is rare or endangered. (ii) The wetlands to be preserved are under demonstrable threat of loss or substantial degradation due to human activities that are not under the control of the applicant and that are not otherwise restricted by state law/ (iii) The preservation of the wetlands as mitigation will ensure the permanent protection of the wetlands that would otherwise be lost or substantially degraded.

Conservation Easement (CE):

In cooperation with legal counsel, negotiate and draft CE, legal description and survey of the property and the CE area, obtain all signatures, and submit to DEQ for approval. Work with DEQ as needed for this step. Have all CE legally recorded. Install required signage and complete other DEQ requirements.

Long-Term Monitoring:

Perform long-term monitoring in accordance with the approved Management Plan and DEQ requirements.

Questions/Contacts Regarding the Proposal

Questions may be asked no later than Monday, June 25, 2018 at 3:00 P.M.

Manager Jim Cook, GTCRC, 231-922-4848, email: jcook@gtcrc.org

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:

		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	_____	_____
Broadened auto pollution		_____	_____
Liability coverage, form CA 9948		_____	_____
Excess Liability	\$1,000,000	_____	_____
Umbrella Form		_____	_____
Employer's Liability	\$500,000	_____	_____

Additionally, Supplier shall provide the GTCRC with an endorsement to its insurance policies 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 Supplier 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 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.

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

(Signature)

(Printed Name)

(Printed Name)