

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

May 21, 2008

**CHANGE NOTICE NO. 3  
 TO  
 CONTRACT NO. 071B4200196  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR:  <b>Alpena Lawn Care and Maintenance          1265 U.S. 23 North          Alpena, MI 49707</b>		TELEPHONE (989) 356-0102 <b>Tammi Male</b>
		CONTRACTOR NUMBER/MAIL CODE
		BUYER (517) 241-3768 <b>Lance Kingsbury</b>
Contract Compliance Inspector: David Widrig <b>Roadside Mowing – Department of Transportation – Osceola and Kalkaska Counties</b>		
CONTRACT PERIOD: 3 Years From: <b>April 15, 2004</b> To: <b>April 30, 2009</b>		
TERMS <b>10% 10 Days; Net 30</b>	SHIPMENT <b>N/A</b>	
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE(S):**

Effective immediately, this Contract is hereby EXTENDED to April 30, 2009, and INCREASED by \$23,347.30. All other terms, conditions, specifications, and pricing shall remain the same.

**AUTHORITY/REASON:**

Per request of Department of Transportation (PRF dated 3/21/08), signed letter from Contractor and DMB/Purchasing Operations.

**INCREASE: \$23,347.30**

**REVISED CURRENT AUTHORIZED SPEND LIMIT: \$122,516.50**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

May 22, 2007

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B4200196**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alpena Lawn Care and Maintenance</b> <b>1265 U.S. 23 North</b> <b>Alpena, MI 49707</b>	TELEPHONE (989) 356-0102 <b>Tammi Male</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-3768 <b>Lance Kingsbury</b>
Contract Administrator: David Widrig <b>Roadside Mowing – Department of Transportation – Osceola and Kalkaska Counties</b>	
CONTRACT PERIOD: 3 Years From: <b>April 15, 2004</b> To: <b>April 30, 2008</b>	
TERMS <b>10% 10 Days; Net 30</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

Effective May 1, 2007, this Contract is hereby EXTENDED to April 30, 2008. Also effective May 1, 2007, this Contract is INCREASED by \$24,500.00, and the Contract price per acre is hereby INCREASED to 23.21. All other terms and conditions shall remain the same.

**AUTHORITY/REASON:**

Per request of Department of Transportation (AS-1 dated 3/27/07) and Vendor agreement (fax dated 3/19/07).

**INCREASE: \$24,500.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$98,169.20**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

June 29, 2006

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B4200196**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alpena Lawn Care and Maintenance</b> <b>1265 U.S. 23 North</b> <b>Alpena, MI 49707</b>	TELEPHONE (989) 356-0102 <b>Tammi Male</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-3768 <b>Lance Kingsbury</b>
Contract Administrator: David Widrig <b>Roadside Mowing – Department of Transportation – Osceola and Kalkaska Counties</b>	
CONTRACT PERIOD: 3 Years From: <b>April 15, 2004</b> To: <b>April 30, 2007</b>	
TERMS <b>10% 10 Days; Net 30</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

Effective June 28, 2006, the unit price per acre for this Contract is CHANGED to: \$22.84  
All other terms and conditions remain the same.

**AUTHORITY/REASON:** Per request of MDOT (E-mail dated 6/5/06).

**INCREASE: \$0.00**

**Total Estimated Contract Value Remains: \$73,669.20**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

April 13, 2004

NOTICE  
TO  
CONTRACT NO. 071B4200196  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>Alpena Lawn Care and Maintenance 1265 U.S. 23 North Alpena, MI 49707</b>	TELEPHONE (989) 356-0102 <b>Tammi Male</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-4805 <b>Larry Klayman</b>
Contract Administrator: David Widrig <b>Roadside Mowing – Department of Transportation – Osceola and Kalkaska Counties</b>	
CONTRACT PERIOD: From: <b>April 15, 2004</b> To: <b>April 30, 2007</b>	
TERMS <b>10% 10 Days; Net 30</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

The terms and conditions of this Contract are those of **ITB #071I4001082**, this Contract Agreement and the vendor's quote dated **February 4, 2004**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$73,669.20**

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B4200196  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>Alpena Lawn Care and Maintenance          1265 U.S. 23 North          Alpena, MI 49707</b></p>	TELEPHONE (989) 356-0102 <b>Tammi Male</b> VENDOR NUMBER/MAIL CODE  BUYER (517) 335-4805 <b>Larry Klayman</b>
Contract Administrator: David Widrig <p style="text-align: center;"><b>Roadside Mowing – Department of Transportation – Osceola and Kalkaska Counties</b></p>	
CONTRACT PERIOD: From: <b>April 15, 2004</b> To: <b>April 30, 2007</b>	
TERMS <p style="text-align: center;"><b>10% 10 Days; Net 30</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:  <p>The terms and conditions of this Contract are those of <b>ITB #071I4001082</b>, this Contract Agreement and the vendor's quote dated <b>February 4, 2004</b>. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value:    <b>\$73,669.20</b></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. [071I4001084](#)**. Orders for delivery may be issued directly by the **Department of Transportation** through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<b>FOR THE VENDOR:</b>  _____ Firm Name  _____ Authorized Agent Signature  _____ Authorized Agent (Print or Type)  _____ Date	<b>FOR THE STATE:</b>  _____ Signature <b>Larry Klayman, Buyer</b> _____ Name _____ Division _____ Title  _____ Date
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**STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES**



**CONTRACT NUMBER**

**# 071B4200196**

**FOR**

**ROADSIDE MOWING**

**FOR**

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**OSCEOLA AND KALKASKA COUNTIES**

**19424 US-10**

**REED CITY, MI 49677**

**CONTRACT TERM: APRIL 15, 2004 THROUGH APRIL 30, 2007**

**STATE OF MICHIGAN  
ACQUISITION SERVICES**

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**Attachments:**

Item Listing



## **SECTION I - GENERAL CONTRACT PROVISIONS**

### **I-A GENERAL**

This Contract is for **Roadside Mowing** for the Department of Transportation in Osceola and Kalkaska Counties. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) Form.

This Contract will be a Unit Price Contract.

### **I-B ISSUING OFFICE**

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the **Department of Transportation** hereinafter known as **MDOT**. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget  
Acquisition Services  
Attn: [Larry Klayman](#)  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
[\(517\) 335-4805](#)  
[KlaymanL@michigan.gov](mailto:KlaymanL@michigan.gov)

### **I-C CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:

**I-C CONTRACT ADMINISTRATOR (Continued)**

**David Widrig**  
**Department of Transportation**  
**Reed City/Marion Garages**  
**19424 US-10, Reed City, MI 49677**  
**(231) 775-2733 Ext. 307**

**I-D CONTRACT TERM**

The term of this Contract will be 3 (three) years and will commence with the issuance of a Contract. This will be **April 15, 2004** through **April 30, 2007**. At the sole option of the State, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend the Contract.

**I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Any contract resulting from the State's ITB No. [07114001082](#).
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**I-F NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**I-G REVISIONS, CONSENTS, AND APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**I-H SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**I-I SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**I-J GOVERNING LAW**

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**I-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**I-L HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**I-M INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

**I-N NEWS RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

**I-O CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is

**I-O CONTRACTOR RESPONSIBILITIES (Continued)**

totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**I-P PERFORMANCE REVIEWS**

Acquisition Services in conjunction with MDOT may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

**I-Q AUDIT OF CONTRACT COMPLIANCE**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**I-R SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

**I-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at [www.michigan.gov/mdcs](http://www.michigan.gov/mdcs).

**I-T ASSIGNMENT**

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

**I-U DELEGATION**

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

**I-V DISCLOSURE**

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**I-W TAXES**

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

**I-X PRICE ADJUSTMENTS**

Prices quoted are the maximum for a period of **365 days** from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party.

**I-X PRICE ADJUSTMENTS (Continued)**

Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

**I-Y ADDITIONAL PRODUCTS/SERVICES**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

**I-Z CONTRACTOR'S LIABILITY INSURANCE**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-

**I-Z CONTRACTOR'S LIABILITY INSURANCE (Continued)**

payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked () below:

1. Commercial General Liability with the following minimum coverages:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations  
\$2,000,000 Products/Completed Operations Aggregate Limit  
\$1,000,000 Personal & Advertising Injury Limit  
\$1,000,000 Each Occurrence Limit  
\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

5. Employers liability insurance with the following minimum limits:

\$100,000 each accident  
\$100,000 each employee by disease  
\$500,000 aggregate disease

**I-AA INDEMNIFICATION****A. General Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

**B. Patent/Copyright Infringement Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or

**I-AA INDEMNIFICATION (Continued)**

reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

**C. Indemnification Obligation Not Limited**

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

**D. Continuation of Indemnification Obligation**

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

**I-BB CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

**I-CC ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**I-DD NON-DISCRIMINATION CLAUSE**

In the performance of a Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**I-EE CANCELLATION**

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be

**I-EE CANCELLATION (Continued)**

left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

In addition to the cancellation provisions contained in the Standard Terms and Conditions attached, this contract may be terminated due to default. If inspection by the Contract Administrator or his representative reveals that the contractor's work results in non-compliance with this contract:

The Contract Administrator at the time of the first occurrence of noncompliance shall notify the contractor and review the condition. If the condition poses a health or safety hazard or represents a significant deviation from the progress schedule or mowing specifications, the Contract Administrator will prepare a written Complaint to Vendor form. The contractor will be informed in writing of the corrective action required.

**I-EE CANCELLATION (Continued)**

Should a second non-acceptable condition occur, subsequent to a previous Complaint to Vendor form being filed, which would warrant a formal Complaint to Vendor, a written notice of termination will be sent to the contractor.

Noncompliance includes but is not limited to:

1. Failure of the contractor to mow the number of acres or miles per day specified in the progress schedule submitted at the Pre-Maintenance Meeting and approved by the Department.
2. Failure of the contractor to mow in accordance with any of the specifications defined above.

**I-FF NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

During the period of mowing operations, the contractor shall consult the Contract Administrator or designated representative for inspection and tentative approval of work being accomplished, so that, in the event of unsatisfactory work, sufficient time will be available to the contractor to make corrections in a satisfactory manner within the time specified.

**I-GG ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

**I-HH MODIFICATION OF CONTRACT**

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

Acquisition Services in conjunction with MDOT may delete all or any portions of the contract that cannot be completed in conformity with the progress schedule or a reasonable extension. Acquisition Services may also delete portions of the contract that

**I-HH MODIFICATION OF CONTRACT (Continued)**

show no need for mowing due to growing conditions. If the contract is terminated, or portions thereof deleted, payment will be made for all satisfactorily completed work at the contract unit price.

**I-II UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**I-JJ FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**I-KK CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

**I-LL PROHIBITED PRODUCTS**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

**I-MM RIGHT TO KNOW ACT (Act 80 of 1986)**

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

**I-MM RIGHT TO KNOW ACT (Act 80 of 1986) (Continued)**

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

**I-NN ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.



## SECTION II - SPECIFICATIONS

### **II-A DETAILED PROGRESS SCHEDULE**

Work is to be performed for a period of 3 years beginning on April 15, 2004 and continue until April 30, 2007 with option for two (2) one-year extensions. All work will be performed between May 15 and September 30 of each contract year as solely determined by the Department. The project is to be completed by September 30, 2006. Work must be performed in accordance with the progress schedule submitted at the Pre-Maintenance Meeting and described below. The first failure to complete work as defined in the progress schedule will result in a Complaint to Vendor and a meeting with the contractor to insure corrective action. The second such failure will result in termination of the contract. The progress schedule must address all work to be completed when multiple contracts are awarded to the same vendor, including work performed as a subcontractor for a local unit of government.

### **II-B MOWING**

#### 1. Description of Work

These specifications supplement the 1996 Michigan Department of Transportation Standard Specifications, which standard specifications are incorporated herein by reference. In case of a conflict between any provision of the Standard Specifications and the Supplemental Specifications, the more detailed provisions of the Supplemental Specifications will control. This contract will require litter removal/disposal, routine mowing and contour mowing at interchanges of limited access or divided highways and routine mowing of free access highways. The roadway limits of each type of mowing and approximate acres are listed in the attachments. The areas defined shall be mowed up to two (2) times during the mowing season according to the following mowing schedule.

#### 2. Mowing Schedule

The contractor shall be notified by the Contract Administrator or designated representative when and where to begin each mowing cycle. To prepare for the mowing cycle, the Contract Administrator shall notify the contractor no less than five (5) calendar days prior to setting the start-up date. The contractor shall have fifteen (15) calendar days (excluding Sundays) from this start-up date to complete each cycle. Mowing will begin when the grass has reached an average height of 12 inches. Based on historical experience, the approximate starting dates of each cycle are as follows: The Contract Administrator may make adjustments in the mowing dates when unusual conditions are experienced.

1st mowing – April 15-20

2nd mowing – August 15-20

Mowing shall be paid in accordance with the terms of the purchase order which are net 30 days from the later of the invoice date or the date the Contract Administrator certifies the invoice indicative of satisfactory completion of each mowing cycle of the entire contract area.

Scope of Work



## II-B MOWING (Continued)

The proposed work covers litter pickup and disposal from the mowed areas prior to each mowing, mowing as specified on the designated routes and trimming around fixed objects as described in these specifications. The work shall be done in accordance with all the terms of this contract, including the Supplemental Specifications contained within this contract and the heading therein entitled "Methods of Treatment." Vegetation as used in this contract refers to grass, weeds, and small woody plants. For locations of mowing, see attached "Area Quantities".

## II-C EQUIPMENT REQUIREMENTS

### 1. General

The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the mowing operation in an approved safe, workmanlike manner without hindrance, delay or damage to the roadside. The equipment shall be capable of doing a neat job of mowing without misses or skips.

### 2. Type of Equipment

The equipment must be commercially available, in good repair, and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass, or damages the turf, shall not be allowed. Tractors used for production mowing shall have a minimum of 55 horsepower per tractor at the power take-off (P.T.O.) and be capable of cutting a width of no less than 10 feet in a single pass. Tractors used for trim mowing shall have a minimum of 30 horsepower at the power take-off and be capable of cutting a width of no less than 5 feet in a single pass. Tractors shall be equipped to provide the power to the mowing attachment. One production mower and one trim mower as described above shall be available to be used concurrently within the contract area. All equipment shall be of such type to permit the heights of cut to be adjusted to approximately 5 inches.

### 3. Safety

All equipment shall meet all federal, state and local safety requirements. If the mower box does not touch the ground the mower shall be equipped with one half-inch safety chains which touch the ground but do not drag. The chains will be threaded with wire rope through the bottom link and made so as to prevent debris from being thrown from under the cutter.

Riding equipment shall be equipped with commercial type flashing amber lights plainly visible from all directions. Flashers shall have a minimum of 32 candlepower output and flash 50 to 60 times per minute.

Under no circumstances shall the Department be responsible for any damage to the contractor's equipment due to obstacles encountered.

### 4. Other Power Equipment



## II-C EQUIPMENT REQUIREMENTS (Continued)

The contractor is advised that any reference to mowing does not necessarily refer exclusively to grass cutting equipment which is tractor drawn, but shall include other power equipment as may be necessary to satisfactorily complete the work.

## II-D METHODS OF TREATMENT

Typically the area to be mowed on limited access roads includes medians up to 50 feet in width between the edge of shoulder of both roadways and a strip 12 foot wide adjacent to the outside shoulder of both roadways unless restricted by the right-of-way limits or the ditch back slopes. When the median is wider than 50 feet, a 12-foot strip will be mowed adjacent to both inside shoulders. Ramps will be considered as separate roadways. (see attached details)

Mowing shall begin when the grass has reached the average height of 12 inches, unless otherwise directed by the Contract Administrator or designated representative. Two (2) days prior to the start of each mowing, the contractor shall notify the Contract Administrator or designated representative. The contractor and Contract Administrator or designated representative shall make a joint visual inspection of all specified mowing areas both prior to and upon completion of mowing operation. The inspection is for the purpose of documenting existing damage to turf, guardrails, delineator posts, signage, light fixtures, etc., and those caused by the contractor's mowing operations. This inspection may be video taped.

Each mowing shall be completed in successive segments not to exceed 4 miles in length (including median and both sides of the roadway) to insure uniform turf appearance upon completion of the work. Mowing operations, once initiated, shall continue until all designated mowing is completed including multiple contracts awarded to the same contractor. Only adverse weather conditions shall be cause to delay completion of each mowing.

It shall be necessary to mow within 12 inches of all sides of obstructions, such as sign supports, delineators, guard posts, utility poles, piers, abutments, structures and landscaping (trees, shrubs, etc) that may be within the designated mowing areas.

Certain areas to be mowed may contain survey stakes, which must not be disturbed. Mowing shall be required around them. Where concrete curb and gutter is within the designated mowing areas, trimming shall be conducted simultaneously with the mowing during each mowing operations. Mowing may require the use of small mowing units to permit maneuvering in confined or congested work areas. Grassed areas which are saturated with water during certain periods of the year to the point where equipment may not be used without extensive damage to the turf, shall not be mowed at that particular time, but shall be mowed later when the areas are dry. Payment shall be for the applicable work item.

All vegetation in mowing areas shall be cut to a height of 5 inches. Multiple passes may be required to achieve the desired result. It is not necessary for the contractor to remove grass clippings. The contractor shall, at all times, provide satisfactory equipment and a force of qualified workers sufficient, in the opinion of the Contractor Administrator or designated representative, to perform the work described herein. The force of qualified workers shall be sufficient to perform litter pickup, mowing, and related activities on a timely basis.

**II-D METHODS OF TREATMENT (Continued)**

Mowing operations shall be performed in swaths parallel to the roadway in the direction of traffic.

**II-E LITTER REMOVAL/DISPOSAL**

All litter/trash shall be picked up ahead of mowing operation. Litter includes, but is not limited to, paper, cardboard, Styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, car parts, pallets, sheet metal, furniture, etc., as may be found on the roadside. All costs associated with litter removal, disposal or refuse, and associated costs are the responsibility of the contractor. All refuse shall be disposed of in a "Class II" licensed landfill.

Proof of proper disposal shall be provided to the Contract Administrator upon request. The contractor will not be responsible for disposal of suspected hazardous materials discovered during the course of this work. Such discovery shall immediately be reported to the Contract Administrator.

**II-F MAINTAINING TRAFFIC**

Traffic shall be maintained in accordance with Sections 103.5 and 812 of the 1996 Michigan Department of Transportation (M•DOT) Standard Specifications for Construction, and the revised 1994 addition (March 1998) Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All mowing operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede trunk line traffic. The contractor shall not operate mowing equipment on the roadway or in a manner that requires unnecessary crossing the roadway. All equipment not in use may be temporarily parked on limited access freeway right-of-way, but not within the median or closer than 30 feet from the traveled roadway. Equipment may not be temporarily parked on free access roadways except at those locations designated by the Contract Administrator or designated representative.

No signing is required unless a contractor's vehicle(s) remains stationary on the shoulder for more than 15 minutes. If a vehicle (service vehicle, transport vehicle, etc.) remains stationary for more than 15 minutes, a standard 48" x 48" road work ahead sign (W21-4) is required to be placed as stated in the revised 1994 addition (March 1998) MMUTCD. Any vehicle on the shoulder shall have flashing or rotating lights or lighted arrow panel (Types A or B) operated in the bar mode as specified in the 1996 M•DOT Standard Specifications for Construction.

All labor, equipment and devices required for maintaining traffic shall be incidental to the project and will not be paid separately.

A copy of the M•DOT 1996 Standard Specifications for Construction and the revised 1994 addition (March 1998) MMUTCD can be obtained from the following:

Michigan Department of Transportation  
Bureau of Finance  
Financial Services Division  
P. O. Box 30050  
Lansing, Michigan 48909



## **II-G PUBLIC CONVENIENCE AND SAFETY**

The contractor shall comply with all federal, state and local laws and regulations, including those governing environmental protection and the furnishing and use of all safeguards, safety devices and protective equipment. The contractor shall take any other actions, on either his/her own responsibility or as directed by the Contract Administrator or designated representative, reasonably necessary to protect the safety and health of employees on the job and the public and to protect property during the performance of the project.

## **II-H DAYS/HOURS OF OPERATION**

All work included in this contract shall be performed during daylight hours only. No work shall be allowed on weekends unless prior approval is obtained from the Contract Administrator or designated representative. Work shall not be permitted during holiday periods in accordance with the 1996 Standard Specifications for Construction.

## **II-I DAMAGES**

The contractor shall at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway, and he/she shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the contractor or his/her employees in the performance of the work covered by the contract prior to completion and acceptance thereof.

The contractor shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the Contract Administrator or designated representative. Damage to traffic control devices (signs) shall be reported to the Contract Administrator or designated representative immediately. Damage to turf areas, desirable natural growth, shrubs and trees identified at pre-bid meeting to include among other things: skinning, scraping or gouging of trees, shrubs and turf areas, ruts and deep wheel depressions on turf areas; and ruts, deep wheel depressions and wheel slipping damage on slope areas caused by the contractor through negligence shall be repaired to the satisfaction of the Contract Administrator or designated representative as further described below.

Turf damage repairs shall be made by the contractor in accordance with Sections 816 and 917 of the 1996 Standard Specifications for Construction and as herein specified. Only friable topsoil from a commercial source shall be used to fill any depressions, ruts, etc. prior to seeding. Seeding will only be allowed during the seasonal limitation periods.

All landscape plant material damaged by the contractor shall be replaced in kind according to Sections 815 and 917 of the 1996 Standard Specifications for Construction and as herein specified. Planting may only be done in the spring and prior to May 10. All replacement plants must be maintained during the specified establishment period.

Payment for work performed may be withheld until satisfactory repairs are made. If repairs are made by the Department, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the contractor.



## II-J COORDINATING CLAUSE

Contracts for landscaping, weed spraying or other work, may be in progress during the contract. Areas to be treated by weed spraying shall not be mowed for 72 hours before treatment or 48 hours after treatment. The contractor shall coordinate his/her work activities with existing or future work performed by M•DOT, through close coordination with the Contract Administrator or his representative. Mowing dates may be adjusted through mutual agreement between the contractor and Contract Administrator or designated representative when unusual conditions are experienced. (See attached "Coordinating Clause")

## II-K PAYMENT

### 1. Method of Measurement and Basis for Payment

"Roadside Mowing" shall be measured by horizontal area in acres and paid for at the contract unit price per acre, which price shall be considered payment in full for providing the equipment and labor required to complete each separate mowing of all grassed or vegetation areas and removal and disposal of litter to a Class II disposal site. Any area that cannot be mowed during a given mowing cycle because of flooding, or areas where extensive damage to the turf might result, shall be deducted from the contract. In no case will deletion or termination result in a higher cost per acre paid to the contractor.

### 2. Bid Item

Roadside mowing shall be bid on the basis of dollars per acre.

### 3. Method of Payment

The contractor shall furnish an invoice for services rendered for each mowing cycle for labor and equipment. The invoices shall be prorated for incomplete cycles. Invoice for final payment, within a given year must be submitted prior to September 30.

The invoice shall be sent to:

Michigan Department of Transportation  
19424 US-10  
Reed City, Michigan 49677

The billing shall reference the appropriate purchase order number and shall contain, if applicable, adjustments for addition, deletions or changes in service. M•DOT shall pay the billed amount in accordance with the bid rate, and the payment terms specified in the purchase order which are net 30 days after the later of the invoice date or the date the Contract Administrator or designated representative certifies the invoice indicative of satisfactory completion of each mowing cycle of the entire contract area.



**II-L LIQUIDATED DAMAGES**

Failure to complete each mowing cycle as scheduled will result in assessment of liquidated damages which shall consist of \$200.00 per day for each calendar day that the work remains uncompleted.

The Department reserves the right to bill the contractor for any damages due to the default of the contractor.

**NORTH REGION  
OSCEOLA AND KALKASKA COUNTIES  
ROADSIDE MOWING DESCRIPTION OF WORK**

<b>Route</b>	<b>County</b>	<b>Description</b>	<b>Acres</b>
M-61	Osceola	From M-115 east to Clare Co. Line. Includes clear vision areas. Mow only 8 feet wide.	17.80
M-66	Osceola	South County Line north to North County Line Includes clear vision areas. Mow only 8 feet wide.	65.60
M-115	Osceola	North County Line south easterly to East County Line. Includes clear vision areas. Mow only 8 feet wide.	48.80
US-10	Osceola	West maintenance boundary east to Clare Co. Line Mow only 8 feet wide.	83.20
US-131	Osceola	South County Line north to North County Line Includes all ramps and clear vision areas. Also mow 7.00 acres at S.B. roadside park.	175.10
Old 131	Osceola	South County Line north to Us-10. Mow only 8 feet wide.	8.40
M-66	Kalkaska	South County Line north to M-72. Includes all clear vision areas. Mow only 8 feet wide	30.70
M-72	Kalkaska	West County Line east to East County Line Includes all clear vision areas. Mow only 8 feet wide.	63.50
US-131	Kalkaska	Wexford County Line north easterly to Antrim Includes all clear vision areas. Mow only 8 feet wide.	65.00
<b>TOTAL</b>		<b><u>\$22.00</u></b> X 558.10 acres per cycle X 2 Cycles per Year = (Unit Price per Acre)	
		<b><u>\$24,556.40</u></b> X 3 Years = (Total Cost for One Year)	
		<b><u>\$73,669.20</u></b> Total Contract Cost	