STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Purchasing Unit
425 W. Ottawa
Lansing, Michigan 48933

CONTRACT NO. 591B6600215
Between
THE DEPARTMENT OF TRANSPORTATION
And

NAME & ADDRESS OF VENDOR	TELEPHONE
Compton's Mowing Service, Inc. **7440 South 100 East** **Star City, IN 46985** Email: *comp@pwrtc.com*	**(574) 595-7370** **Contact: Jeffrey Compton**
Roadside Mowing, Williamston Garage Area	
CONTRACT PERIOD: From: **May 18, 2016**	To: **May 17, 2021**
TERMS **Net 45 days**	**2, 1 Year Options**

MISCELLANEOUS INFORMATION:

The terms and conditions of this Contract, including any applicable information from the vendor's proposal to RFP-059116B0007255 dated 3/4/2016 are attached. 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.
Est. Contract Value: $325,313.35

FOR THE VENDOR:

Compton's Mowing Services.
Firm Name

Jeffrey Compton
Authorized Agent Signature

Jeffrey Compton
Authorized Agent (Print or Type)

4-27-2016
Date

FOR THE STATE:

Signature

Demetrius A. Parker, P.E.
Name

Administrator, Michigan Department of Transportation
Title

May 9, 2016
Date

STATE OF MICHIGAN

EXHIBIT A – STATEMENT OF WORK
CONTRACT ACTIVITIES

Contract Number: 591B6600212

ROADSIDE MOWING SERVICES:
MDOT University Region, Lansing TSC, Williamston Garage Area

BACKGROUND

This Contract is for roadside mowing services for the MDOT University Region Lansing TSC jurisdictional area in Clinton, Ingham and Livingston Counties known as the Williamston Garage Area. All roadside mowing will be performed according to Public Act 174 of 1999. The approximate locations are listed in the Location Specification Sheet (LSS). The approximate acres per cycle are listed in Exhibit C – Pricing. This Contract is for a period of five (5) years beginning on May 15, 2016, ending on September 15, 2021, and includes two (2), one (1) year extension options.

SCOPE

The Contractor, through innovation, technology or other means, shall perform and provide the required services (staff, training, and equipment) necessary to complete the frequencies of Contract Activities at the locations outlined by the State and otherwise do all things necessary for, or incidental to, the performance of Contract Activities specified within this Contract.

All Contract Activities will be performed by the Contractor during the mowing season, defined as between June 1 and October 31 of each Contract year, as solely determined by the Department. All Contract Activities must be performed in accordance with both the progress schedule submitted at the annual Pre-Maintenance Meetings, and as described in this document.

The Contractor shall consult the Contract Compliance Inspector (CCI) *during* mowing operations for inspection of Contract Activities, tentative approval of Contract Activities, and, in the event corrective action is required, to ensure sufficient time to the Contractor for correction of Contract Activities. Determination of compliance will be based on the State's overall evaluation and interpretation in accordance with the method of performance and frequencies set forth in this Contract. Failure to complete each mowing cycle as scheduled shall result in a deduction of $500 per day for each calendar day that the Contract Activities remain incomplete.

The Department reserves the right to bill the Contractor for repair/replacement of damaged right-of-way assets when the damage is incurred by the Contractor. Examples of damage to right-of-way assets include (but not limited to) damaged guardrail, signs, culverts, delineators, and rutting of turf.

DEFINITIONS

- Contract Activities: Activities performed for the purpose of fulfilling the terms of the Contract.

- Contract Compliance Inspector (CCI): A representative of the Department, appointed by the Department, who is specifically assigned to coordinating day-to-day Contract Activities with the Contractor, to inspect completed work, and to verify work was performed in compliance with the terms, conditions, and requirements specified within the Contract documents.
- Contractor: A bidder responding to this RFP.
- Crew Leader: A representative of the Contractor, appointed by the Contractor, who is specifically responsible for being on-site during mowing operations/Contract Activities, overseeing the day-to-day operations, being knowledgeable of the contractual requirements, and who can respond to Con
- Department: The term "the Department" refers to the Michigan Department of Transportation.
- Median: The portion of a divided highway separating the traveled ways.
- Progress Schedule: A statement of all the Contract Activities and the estimated time the Contract Activities will be completed in. The progress schedule is developed by the CCI and the Contractor and approved by the CCI prior to commencement of Contract Activities each Contract year at the annual Pre-Maintenance Meeting.
- Project Manager: A representative of the Contractor, appointed by the Contractor, who is specifically assigned to State accounts and will respond to State inquiries regarding the Contract and the Contract Activities.
- Right-of-Way Asset: A term denoting State property (including turf) located within the ROW.
- Right-of-Way: A term denoting land, property or interest therein acquired for or devoted to a highway.
- Roadside: The portion of the right-of-way outside the roadway.
- Roadway: The portion of the right-of-way containing paved traffic lanes and paved or unpaved shoulders.
- State Trunk Line: A term denoting the Michigan State Trunk Line Highway System [Act 51 of 1951], consisting of all State highways, including those designated as Interstate (e.g. I-94), United States Numbered Highways, i.e., US Highways, (e.g. US-23), or State Trunk Line Highways (e.g. M-43).
- State: The term "the State" refers to the State of Michigan.
- Subcontractor: The term "subcontractor" refers to the individual or legal entity that performs part of the work through a contract agreement with the Contractor.
- Vegetation: Grass, weeds, and small woody plants.
- Highway: A public way for purposes of vehicular travel, including the entire area within the right-of-way.
- Highway Mowing: Mowing routes located along Interstates and US Highways.
- Non-Highway Mowing: Mowing routes located along State Trunk Line Highways.

REQUIREMENTS

1. Specific Requirements

1.1 Description of Work

The Contractor will perform mowing operations as directed by the CCI on all state trunk lines within the Lansing TSC jurisdictional area in Clinton, Ingham, and Livingston Counties known as the Williamston Garage Area. All mowing operations and Contract Activities will occur only during the mowing season (June 1 to October 31). The required Contract Activities include but are not limited to, roadside mowing, clear vision mowing, and additional width mowing. Mowing area limits and approximate acres are defined in the LSS.

The Contractor shall, at all times, provide satisfactory equipment and a force of qualified workers sufficient, in the opinion of the State, to perform the work described herein. The force of qualified workers shall be sufficient to perform litter pickup, mowing, trimming, and related activities on a timely basis.

1.1.1 Progress Schedule

A progress schedule will be finalized at the annual pre-maintenance meeting each

Contract year. The progress schedule must address all work to be completed when multiple Contracts are awarded to the same Contractor, including work performed as a subcontractor for a local unit of government.

The Contractor shall be notified by the CCI of the start date (when and where to begin each mowing cycle), usually two weeks prior to commencing (typically the first week of June so mowing is completed prior to the July 4th weekend). The Contractor shall have 30 working days from the agreed upon start date to complete each cycle. The Contractor is responsible to notify the CCI via e-mail or phone two days prior to beginning Contract Activities. The Contractor and CCI shall make a joint visual inspection of all specified mowing areas both prior to and upon completion of mowing operations. The CCI inspection is for the purpose of acceptance of completed work, documenting any damage to right-of-way assets, and to request corrective action for work cited as being in non-compliance with the Contract. The inspection may be videotaped. The Contractor is responsible to maintain daily communication with the CCI during mowing operations to identify the scheduled mowing areas, to report on work progress, and to report any issues that may arise (inclement weather, abnormalities in the right-of-way, etc.). The Contractor shall notify the CCI upon completion of Contract Activities.

(a) Failure to complete each mowing cycle as scheduled shall result in a deduction of $500 per day for each calendar day that the Contract Activities remain incomplete.

(b) The first failure to complete work as defined in the progress schedule without prior approval to adjust the schedule from the CCI, shall result in a Vendor Performance Evaluation being issued and a meeting with the Contractor to schedule corrective action.

(c) The second failure to complete work as defined in the progress schedule without prior approval to adjust the schedule from the CCI, will result in termination of this Contract.

1.1.2 Days/Hours of Operation

All work included in this Contract shall be performed during **daylight hours only**. Contract activities shall not be allowed on weekends unless prior approval is obtained from the CCI. Work shall not be permitted during holiday periods.

1.1.3 Litter & Debris Removal

The Contractor shall remove and dispose of litter and debris prior to roadside mowing, clear vision mowing, additional width mowing, trimming, and traffic control.

1.2 Roadside Mowing

Roadside mowing is located along the roadway beginning at the edge of pavement or gravel shoulder on both sides of the roadway. On freeways or M-routes where there is a grass median regardless of width, the median is to be mowed full width. Roadside mowing operations include ramp mowing, clear vision mowing, and all trimming. Areas of mowing may be deleted due to construction zones or recent construction zones where the vegetation is not yet established.

1.2.1 Ramp Area Mowing

During roadside mowing operations, all highway ramp areas, connecting street intersections, and special site restriction areas shall be mowed and trimmed as directed by the CCI who shall provide highlighted maps showing all freeway ramp interchange mowing acreage. On non-highway mowing routes, all clear vision areas are to be mowed as directed by the CCI. These are easily visible from years of previous mowing and some intersections have right of way fences delineating the clear vision area.

All ramp mowing in roadside mowing areas will be paid as part of the roadside mowing unit price.

1.2.2 Clear Vision Mowing

During roadside mowing operations, all Clear Vision areas shall be mowed and trimmed as directed by the CCI. Clear vision mowing is located at the end of entrance and exit ramps, roadway intersection, and adjacent to intersecting roadways, and ensures the clear vision of merging traffic or traffic travelling through an intersection.

All clear vision mowing in roadside mowing areas will be paid as part of the roadside mowing unit price.

1.2.3 Trimming

During mowing operations, the Contractor shall trim grass and/or vegetation around signs, bridge abutments, piers, landscape areas, cable guardrail, steel faced guardrail and other appurtenances that cannot be reached with the larger equipment. This includes the area along concrete barrier walls that have grass areas on either side, or between barrier walls and guardrails that have vegetation growing within the confines of the structures.

All trimming in roadside mowing areas will be paid as part of the roadside mowing unit price.

1.3 Additional Width Mowing

Additional width mowing is any mowing located outside the areas designated as roadside mowing areas and typically consists of tall grasses, weeds and possibly wetland plants such as cattails. Additional width mowing will be performed in areas that were previously cleared of debris and brush by MDOT crews (to facilitate access to drainage structures so maintenance can be performed on such structures, adding longevity to the roadway). The purpose of additional width mowing is to prevent regrowth of brush and may only be performed as directed by the CCI. If debris or litter is present, it must be removed before mowing operations are performed.

1.4 Equipment Requirements

The Contractor shall furnish, operate and maintain the equipment necessary to perform compliant Contract Activities in a safe, workmanlike manner without hindrance, delay or damage to the right-of-way. The Contract shall provide a list of all the equipment that will be utilized to perform Contract Activities in Part III of the LSS.

Mower decks shall be washed clean before the start of mowing to prevent the spread of invasive species.

Use of non-compliant equipment or equipment not capable of completing of Contract Activities in a Contract-compliant manner may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms.

1.4.1 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. All equipment must be capable of adjusting the cut height to about 5 inches.

1.4.2 Equipment Safety

All equipment shall meet 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 360 degrees in 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.

Movement of mowing equipment from one job location to another that is greater than five (5) miles shall be performed with a transport truck or trailer. **At no time are mowers allowed to drive on the shoulder of the freeways outside of the current mowing Contract limits.**

1.4.3 Equipment in Roadside Areas

Tractors used for roadside mowing shall have a minimum of 55 horsepower per tractor at

the power takeoff (PTO) and be capable of cutting a width of 12 feet in a single pass. Tractors shall be equipped to provide the power to the mowing attachment. The equipment specified to mow slope areas may also be used to mow roadsides. 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 single pass. The tractor shall be equipped to provide the power to the mowing attachment. A minimum of one (1) production mower and one (1) trim mower, as described above, to be used concurrently within the Contract area, will be required per 250 acres of mowing as specified in the mowing quantities.

1.4.4 Equipment in Clear Vision Areas

Equipment utilized for Roadside mowing shall be utilized for Clear Vision area mowing however, individual site conditions will dictate which type of equipment can be used.

1.4.5 Equipment in Additional Width Areas

Additional width mowing operations can be performed with same equipment used for the roadside mowing operations.

1.4.6 Other Power Equipment

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 Contract Activities.

1.4.7 Parked Equipment

All equipment not in use may be temporarily parked on limited access freeway right-of-way, not 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 CCI.

1.5 Equipment List

See the Attachment A, Equipment List

1.6 Methods of Treatment

Typically the area to be mowed includes the median (between the shoulders of both roadways) and the area between the outside shoulder of the roadway and the right-of-way fence. Designated Urban Areas require all medians to be mowed full width. Designated Rural Areas require all medians to be mowed at 12 feet. Ramps shall be mowed from shoulder to shoulder, or from shoulder to right-of-way fence. Designated MDOT Carpool Lots shall be mowed at a perimeter of 24 feet.

In roadside mowing areas, a 15 foot strip will be mowed adjacent to the outside shoulder of both roadways unless restricted by the ditch. Clear vision areas within interchanges will be mowed completely as described in the highlighted maps.

Mower decks shall be washed clean before the start of mowing to prevent the spread of invasive species.

Mowing shall be completed in successive segments typically from ramp interchange to ramp interchange on freeways or maintenance turn arounds in the median should the distance between ramps be more than what can be completely mowed in one work day to insure uniform turf appearance upon completion of the work day. Both directions of the freeway shall be mowed simultaneously. 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.

Mowing operations shall be performed in swaths parallel to the freeway **with the flow of traffic** for the first production mowing pass and trim mowing operations.

All vegetation in mowing areas shall be cut to a height no less than five (5) inches to avoid scalping the turf. 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 State, to perform the work described herein. The force of qualified workers shall be sufficient to perform litter pickup, mowing, trimming, and related activities on a timely basis.

1.6.1 Trimming

Trimming shall be performed by mechanical or hand method around all obstructions, such as signs supports, delineators, guard posts, guard rail sections, cable guard rail, 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. Hand trimming shall be required around them. 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.

1.6.2 Mandatory Litter/Debris Removal & Disposal

All litter/debris shall be picked up before mowing operations. All litter/debris shall be removed within 24 hours of completing each mowed section. 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. The Contractor shall provide an adequate supply of heavy duty bags (approved by MDOT), and deposit litter and debris in the bags in a secure manner. The bags shall be tied and placed in piles, along with objects too large to be bagged, in a safe and secure place. It shall be the Contractor's responsibility to dispose of litter and debris. All refuse shall be disposed of in a "Class II" licensed landfill. All costs associated with litter/debris removal, disposal or refuse are the responsibility of the Contractor.

Proof of proper disposal shall be provided to the CCI 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 CCI.

1.6.3 Optional Litter Removal & Disposal

Between mowing cycles, MDOT reserves the right to have the Contractor perform litter removal anywhere within the Contract area as specified by the CCI. This optional litter pick up shall be paid at the price per acre that the vendor quotes for this work on the attached price sheet.

1.7 Maintaining Traffic

Traffic shall be maintained in accordance with the current Michigan Department of Transportation (MDOT) Standard Specifications for Construction, and the current Michigan Manual of Uniform Traffic Control Devices (MMUTCD). A copy of the current MDOT Standard Specifications for Construction and the current MMUTCD can be obtained from the CCI or they can be accessed at the links provided below:

2012 Standard Specifications for Construction
http://mdotcf.state.mi.us/public/specbook/2012/

2011 Michigan Manual of Uniform Traffic Control Devices
http://mdotcf.state.mi.us/public/tands/plans.cfm
http://mdotcf.state.mi.us/public/tands/Details_Web/mmutcdcompleteinteractive.pdf

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 crossing the roadway in an unsafe manner.

The Contractor shall furnish, install and maintain as long as necessary, and remove when no longer required, adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers and the public. The Contractor shall hold the State of Michigan harmless from damage or claims arising out of any injury or damage that may be

sustained by any person or persons, including property belonging to the person or persons, as a result of the work under the Contract. All labor, equipment and devices required for maintaining traffic shall be incidental to the project and will not be paid for separately.

An example of when traffic control would be needed is when re-locating a mower from the median near a highway to highway interchange to another location within or near that intersection perhaps one or more backup vehicles and signing may be needed to safely assist the mower to transport to the next location.

1.7.1 Mandatory Road Signage

A standard 48" X 48" road work ahead sign (W21-4) is required to be placed (as stated in the current MMUTCD) when any vehicle (service, transport, etc.) remains stationary on the shoulder for more than 15 minutes.

1.7.2 Mandatory Vehicle Lighting

Any vehicle (service, transport, etc.) on the shoulder shall have flashing or rotating lights or lighted arrow panel (Types A or B) operated in the bar mode.

1.7.3 Lane Closures

Lane closures will only be permitted with prior written approval from the CCI. Whenever there are special events in the area that generate an unusually high volume of traffic, these restrictions may be changed by the CCI in order to promote the orderly flow of traffic. Should any questions arise as to the propriety of the work activity by a law enforcement agency patrolling the freeway, the CCI should be contacted.

1.7.4 Parked Equipment

All equipment not in use may be temporarily parked on limited access freeway right-of-way, not 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 CCI.

1.8 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 CCI, 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. All employees shall wear safety vest, hearing and eye protection while performing their duties and protective toe footwear.

1.9 Reporting Abnormalities Observed in the Right-of-Way

The Contractor shall notify the CCI of any issues or concerns noticed during the mowing operation such as washouts or sink holes or any other type of discrepancy encountered during the scope of this Contract. In the course of mowing operations, it is most likely the mower operator may come across abnormalities within the right of way that would otherwise be difficult to see during roadway inspections from the driving lane. MDOT expects our various contractors performing work within the right-of-way to immediately report any issues they may observe to the CCI.

1.10 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 CCI. Damage to traffic control devices (signs) shall be reported to the CCI 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 and paid for by the contractor to the satisfaction of the CCI.

Turf damage repairs shall be made by the Contractor according to the current MDOT 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 the current MDOT Standard Specifications for Construction. 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 maybe withheld until satisfactory repairs are made. If repairs are made by MDOT, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the Contractor.

1.11 Deletion of Work

The Department may delete all or any portions of the Contract that cannot be completed in conformity with the progress schedule or a reasonable extension. The Department may also delete portions of the Contract that show no need for mowing due to growing conditions or areas that are within a work zone as identified by the CCI. If the Contract is terminated, or portions thereof deleted, payment will be made for all satisfactorily completed work at the Contract unit price.

The Contractor shall provide roadside mowing services for MDOT to the satisfaction of the State. Should there be a conflict as to what is considered to be satisfactory, the State's opinion shall prevail.

1.12 Multiple Contracts Awarded to the Same Vendor

If the Contractor is awarded more than one contract, including subcontracts with local units of government, the Contractor shall demonstrate that sufficient equipment be available for each contract as described above. The Contractor must therefore provide a detailed equipment list that includes, for each piece of equipment to be used on Contracts with MDOT, the year of manufacture, manufacturer's name, model name, and serial number and any lease Contracts when applicable. This documentation must be furnished to Purchasing Operations and/or MDOT CCI prior to the Contract start date. MDOT reserves the right to inspect the Contractor's equipment prior to this Contract start date and at any time throughout the duration of this Contract.

Purchasing Operations, in junction with MDOT, reserves the right to restrict the number of Contracts awarded to a single Contractor based on the ability of the Contractor to satisfactorily perform Contract work within Contract time limits.

1.13 Volume of Service

Volume of service for this Contract is identified as estimates only on the LSS. Web-based computer programs and field measurements were used to gather much of the mowing quantities and to determine the most accurate estimates. The CCI will determine when cutting is to be accomplished.

2. General Requirement

2.1 Transition

A pre-maintenance meeting will be scheduled within 30 days of the Effective Date, The Contractor shall be notified by the CCI when and where to begin each mowing cycle. Mowing start date will be determined by the CCI. The Contractor shall have 30 working days from the date of notification to complete each cycle. The Contractor is responsible to notify the CCI via e-mail or phone before starting work and during mowing operations on daily basis to identify the scheduled mowing areas.

2.2 Training

All new personnel are assigned to key personnel for training in labor category assigned. Example: Labor, tractor driver, trimmer, office, etc.

2.3 Contract Activities That Will Include IT Related Services

No IT Related Services are required for this Contract.

3. Acceptance

3.1 Acceptance, Inspection and Testing

The Contractor will notify the CCI on daily basis of completed Contract Activities by either email or phone. The CCI will then perform a visual inspection of completed Contract Activities. Upon inspection, the CCI will either accept the completed Contract Activities as compliant with terms of the Contract, or will cite the completed Contract Activities as being non-compliant with the terms of the Contract. Completed Contract Activities that are cited as non-compliant require corrective action. The CCI will notify the Contractor when completed Contract Activities are found to be in non-compliance. The Contractor will complete corrective action(s) when Contract Activities are cited as non-compliant until the Contract Activities are accepted by the CCI as compliant with the terms of the Contract.

3.2 *Reserved*

4. Staffing

4.1 Key Personnel

The Contractor must appoint their representative(s) to positions designated as "Key Personnel." The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's CCI, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 5-calendar day training period for replacement personnel.

The Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be $250.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 5 calendar days before the Key Personnel's removal.

(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the $250.00 credit specified above, Contractor will credit the State $500.00 per calendar day for each day of the 5 calendar-day shadow period that the

replacement Key Personnel does not shadow the removed Key Personnel, up to $4,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 5 calendar days of shadowing will not exceed $4,250.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above:

(i) Is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and

(ii) May, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

4.1.1 Project Manager

The Contractor must appoint one (1) Project Manager, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative.

Jeffrey Compton (manager) will be with the mowing crews on locations as a crew leader. Some crews may go in different direction, but most times end up together at the end of work days.

4.1.2 Crew Leader

The Contractor must appoint one (1) Crew Leader per Contract who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). The Crew Leader must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 1 hour.

The Contractor's Crew Leader must be on-site where roadside mowing is ongoing during working hours.

Jeffrey Compton (manager) will be with the mowing crews on locations as a crew leader. Some crews may go in different direction, but most times end up together at the end of work days.

4.2 Organizational Chart

None.

4.3 Customer Service Telephone Number

The Contractor must specify a telephone number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 6 am to 6 pm EST.

The Customer Service Telephone Numbers are:
574-595-7370 Work
574-270-0847 Cell

4.4 ***Reserved***

4.5 Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 6:00 a.m. to 6:00 p.m. EST, with night and weekend hours possible depending on the requirements of the project as approved by the CCI.

4.6 Disclosure of Subcontractors

None.

4.7 *Reserved*

5. Project Management

5.1 Project Plan

The Contractor will carry out this project under the direction and control of the CCI. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the CCI for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

5.2 Meetings

The Contractor must attend the following meetings:

Pre-maintenance meeting within 30 calendar days of the Effective Date. Must meet in person or by phone with the CCI at least once per week while mowing operations are ongoing. The State may request other meetings, as it deems appropriate.

5.3 Reporting

The Contractor must submit, to the CCI, the following written reports:

i. Progress Schedule
ii. List of Equipment used to provide services for this Contract (see LSS, Part III)
iii. Standard Contract Terms
iv. Exhibit A – Statement of Work (all sections requesting written response/disclosure)
v. Exhibit B – General Proposal Requirements
vi. Exhibit C – Pricing

6. Ordering

6.1 Authorizing Document

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the CCI, to order any Services / Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work.

The Contractor will be required to furnish all such materials and services as may be ordered during the Contract period.

7. Invoice and Payment

7.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

The Contractor may only charge for Contract Activities performed and completed as specified. Invoices must include an itemized statement of all charges. The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State has the right to withhold payment if the CCI has not been properly notified of completion of Contract Activities. The State will notify Contractor of any dispute within a reasonable time.

7.2 Payment Methods

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). **Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments.** If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

7.3 Procedure

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

8. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of $2,500.00 and an additional $500.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

STATE OF MICHIGAN

STANDARD CONTRACT TERMS

Bid No. 059116B0007256

ROADSIDE MOWING SERVICES:
MDOT University Region, Lansing TSC, Williamston Garage Area

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Compton's Mowing Services, Inc. ("**Contractor**"). This Contract is effective on May 15, 2016 ("**Effective Date**"), and unless terminated, expires on September 15, 2021.

This Contract may be renewed for up to two (2) additional one (1) year periods. Renewal must be by written agreement of the parties.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:		If to Contractor:
Laura Dotson 425 West Ottawa Street Lansing, Michigan 48933] DotsonL2@michigan.gov 517-373-3124	Donald Hicks MDOT Lansing TSC 2700 Port Lansing Road Lansing, Michigan 48906 HicksD5@michigan.gov Office: 517-335-3734 Cell: 517-749-6008	Jeffrey Compton. President 7440 South 100 East Start City, IN 46985 comp@pwrtc.com (574) 595-7370

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

If to State:	If to Contractor:
Laura Dotson 425 West Ottawa Street Lansing, Michigan 48933] DotsonL2@michigan.gov 517-373-3124	Jeffrey Compton. President 7440 South 100 East Start City, IN 46985 comp@pwrtc.com (574) 595-7370

4. **Contract Compliance Inspector (CCI).** The CCI for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

If to State:		If to Contractor:
Donald Hicks MDOT Lansing TSC 2700 Port Lansing Road Lansing, Michigan 48906 HicksD5@michigan.gov	Office: 517-335-3734 Cell: 517-749-6008	Jeffrey Compton. President 7440 South 100 East Start City, IN 46985 comp@pwrtc.com (574) 595-7370

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Umbrella or Excess Liability Insurance	
Minimal Limits: $5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
Minimal Limits: $1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions,

	officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** ***Reserved***

8. **Extended Purchasing Program.** Upon written agreement between the State and Contractor, this Contract may be extended to: (a) MiDEAL members, (b) other states (including governmental subdivisions and authorized entities), or (c) State of Michigan employees. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

   If extended, Contractor must supply all Contract Activities at the established Contract prices and terms, and the State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

   Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual

property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

    In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** ***Reserved***

18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Warranty Period.** ***Reserved***

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

    The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

    If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

    The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 30 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from

and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. **State Data.** ***Reserved***

32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

    a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

    b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

    c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

    d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

    e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other

party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. **Data Privacy and Information Security.** ***Reserved***

34. **Payment Card Industry Data Security Standard.** ***Reserved***

35. **CEPAS Electronic Receipt Processing Standard.** ***Reserved***

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

    Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

    This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Prevailing Wage.** *Reserved*

41. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors 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 race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

    Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

EXHIBIT C – PRICING

Contract Number 591B6600215

ROADSIDE MOWING SERVICES:
MDOT University Region, Lansing TSC, Williamston Garage Area
PART I – PRICING SUMMARY

Check All That Apply	DESCRIPTION OF SERVICES	ACRES PER CYLE	CYCLES PER YEAR	PER ACRE PRICE *(Completed by Vendor)*	ANNUAL PRICE *(Completed by Vendor)*	FIVE YEAR PRICE *(Completed by Vendor)*
☑	**Cycle 1: Roadside Mowing** I-96, I-69, M-78, I-69 BL, M-43, M-52 M-36, M-106	474.91	1	$87.00	$41,317.17	$206,585.85
☑	**Cycle 2: Roadside Mowing** *Optional Cycles at the CCI Discretion* I-96, I-69, M-78, I-69 BL, M-43, M-52 M-36, M-106	474.91	1	$50.00	$23,745.50	$118,727.50
				GRAND TOTALS	$65,062.67	$325,313.35

Note: Quantities are estimates only; actual quantities will determined by the Contract Compliance Inspector (CCI).

Contractor must inspect the property for tree limbs/branches and debris. Debris needs to be removed from the grass areas prior to mowing. Debris shall also include paper on the ground and must be removed prior to mowing – must not be mowed over. Remove grass clippings as necessary.

STATE OF MICHIGAN

LOCATION SPECIFICATION SHEET (LSS)

Bid No. 059116B0007255

ROADSIDE MOWING SERVICES:
MDOT University Region, Lansing TSC, Williamston Garage Area

PART I – PLACE OF SERVICES REQUESTED

LOCATION: 01 OF 01

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	05/15/2016	*CONTRACT END DATE:*	5/14/2021
PREVIOUS BPO #:	071B9200207		
CONTRACT INFORMATION:	One 5 Year Contract with Two 1 Year Extension Options		
CONTRACTING AGENCY NAME:	Michigan Department of Transportation (MDOT)		
BUILDING NAME AND NUMBER:	Lansing Transportation Service Center, Williamston Garage Area		
BUILDING ADDRESS:	2700 Port Lansing Road, Lansing, Michigan 48906		
REGION / COUNTY:	University Region / Clinton, Ingham, Livingston Counties		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT Contract Services Division*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	*CONTACT PHONE #:*	*517-335-2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@michigan.gov*	*CONTACT FAX #:*	*517-373-7446*
CONTRACT COMPLIANCE INSPECTOR (CCI) NAME:	*Don Hicks*	*CONTACT PHONE #:*	*517-749-6008*
CONTRACT COMPLIANCE INSPECTOR E-MAIL:	*HicksD5@michigan.gov*	*CONTACT FAX #:*	*517-335-3751*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	(FILL IN IF NEEDED)	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE:** (EXAMPLE: 5:30 A.M. TO 5:30 P.M.)	*Determined by CCI*

PART II – DESCRIPTION OF WORK

ROADSIDE MOWING SERVICES
WILLIAMSTON GARAGE AREA

ROUTE	DESCRIPTION	AREA TYPE	WIDTH (FEET)	MOWING ACRE
I-96	M-59 to Hagadorn Road	Limited Access	12' *(Full Width Median Mowing)*	222
I-96	**CARPOOL LOTS:** Okemos, Williamston, Webberville.	Free Access	24'	3
I-69	Clinton County Line to Chandler Road	Limited Access	12' *(Full Width Median Mowing)*	93.5
M-78	Woodbury Road to I-69 BL	Free Access	10'	10.4
I-69 BL	M-78 to Hagadorn Road	Free Access	12' *(Full Width Median Mowing)*	37.84
M-43	M-52 to Dobie Road	Free Access	10'	18
M-52	Lovejoy Road to M-106	Free Access	10'	68.77
M-36	M-52 to M-106	Free Access	6'	11.9
M-106	M-36 in M-52	Free Access	6"	9.5
			TOTAL	**474.91**

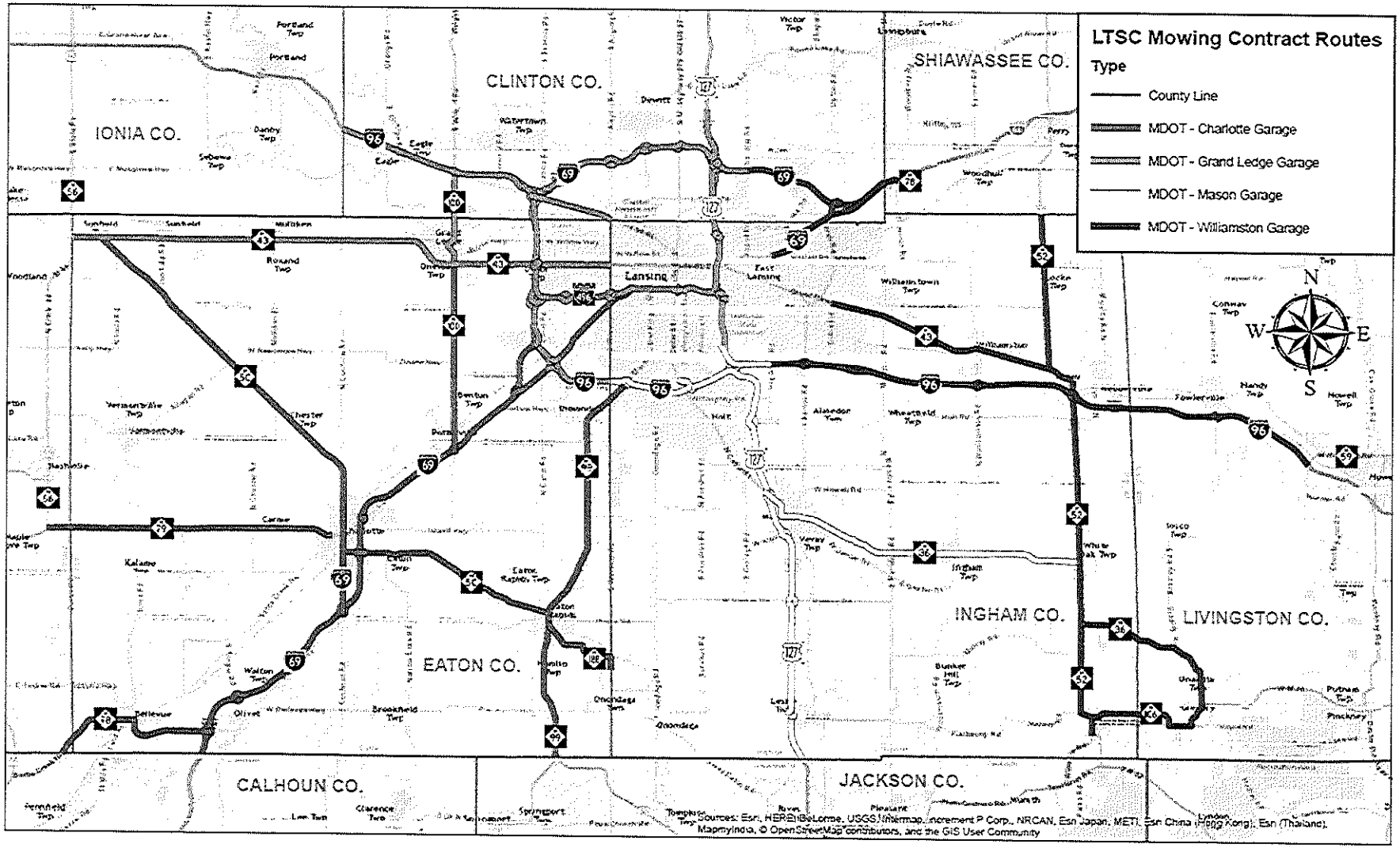
SERVICE	DESCRIPTION	ACRES PER CYCLE
Additional Width Mowing ***Optional at CCI Discretion Only***	Freeway mowing in areas previously brushed by MDOT to control brush growth.	**100**
	GRAND TOTAL	**574.91**

Note: Quantities are estimates only; actual quantities will determined by the Contract Compliance

Inspector (CCI).

Contractor must inspect the property for tree limbs/branches and debris. Debris needs to be removed from the grass areas prior to mowing. Debris shall also include paper on the ground and must be removed prior to mowing – must not be mowed over. Remove grass clippings as necessary.

MDOT LANSING TSC - MOWING CONTRACT ROUTES



LOCATION SPECIFICATION SHEETS

Attachment A, Equipment List

EQUIPMENT

Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service. Also indicate whether the equipment is owned or rented. (Expand the table if necessary or submit separate table of equipment/supplies with proposal).

TYPE OF MOWER/TRIMMER	MANUFACTURER/ MODEL	SERIAL No. & HORSEPOWER @ PTO	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED/LEASED
1. Tractor	John Deere 6430	L06430G667282	2011 (owned)
2. Truck	Chevrolet 2500 HD	VIN-1GC1KEEG9PF187467	2013 (owned)
3. Truck	Chevrolet 1500	VIN-1GCRKPE02DZ300482	2013 (owned)
4. Truck	Chevrolet 2500HD	VIN-1GC1KUE86FF547252	2015 (owned)
5. Jeep	Jeep AMC	Vin-DJ5D5105090	1975 (owned)
6. Tractor	John Deere 6430	L06430G667324	2011 (owned)
7. Tractor	Case HI 5230	JJF1038461	1995 (owned)
8. Tractor	Case INTL MDL5230	JJF1054747	1996 (owned)
9. Mower	Bush Hog 3210	12-06477	1999 (owned)
10. Mower	Bush Hog 2560	12-00767	2002 (owned)
11. Car	Lincoln MKZ	VIN-3LNHM26T08R658994	2008 (owned)
12. Mower	Bush Hog 2615	12-35341	2007 (owned)
13. Mower	Bush Hog 2615	12-34724	2007 (owned)
14. Tractor	McCormick MC115	N68CZ51051	2008 (owned)
15. Tractor	McCormick MC115	N68CZ51027	2008 (owned)
16. Mower	Bush Hog 12815	12-30276	2015 (owned)
17. Mower	Bush Hog 12815	12-30279	2015 (owned)
18. Mower	Bush Hog 12815	12-30280	2015 (owned)
19. Mower	Bush Hog 12815	12-30283	2015 (owned)