



STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation

Van Wagoner Bldg., 425 West Ottawa Street, Lansing, MI 48933

P.O. Box 30050, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **260000000404**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Powers Snow Removal LLC dba Powers Property Management LLC
	P.O. Box 165
	Portage, MI 49081
	Sean Powers
	269-873-8053
	Sean@powerspropertymgt.com
	VS0317356

STATE	Program Manager	Glenn Ingold	MDOT
		269-330-2486	
		IngoldG@michigan.gov	
	Contract Administrator	ReChelle Kendrick	MDOT
		517-335-5905	
		KendrickR1@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: MDOT Southwest Region State Trunkline Sweeping Services for: Kalamazoo Transportation Service Center (TSC), Marshall Transportation Service Center (MTSC) and Coloma Business Office (CBO)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 25, 2026	March 24, 2029	2 - 1 Year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
3%/Net 15 Days/Net 45 Days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 260000000612.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$682,318.08

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Powers Snow Removal LLC dba Powers Property Management, LLC (“**Contractor**”), a Michigan limited liability company. This Contract is effective on March 25, 2026 (“**Effective Date**”), and unless terminated, will expire on March 24, 2029 (the “**Term**”).

This Contract may be renewed for up to two one-year renewal options. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. 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 unless otherwise specified in a Statement of Work.

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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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.

- 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:
ReChelle Kendrick MDOT- Contract Services Division 425 W. Ottawa Street Lansing, MI 48933 KendrickR1@Michigan.gov 517-335-5905	Sean Powers, Owner P.O. Box 165 Portage, MI 49081 Sean@powerspropertymgmt.com 269-873-8053

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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**”):

State:	Contractor:
ReChelle Kendrick MDOT- Contract Services Division 425 W. Ottawa Street Lansing, MI 48933 KendrickR1@Michigan.gov 517-335-5905	Sean Powers, Owner P.O. Box 165 Portage, MI 49081 Sean@powerspropertymgt.com 269-873-8053

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

State:	Contractor:
Glenn Ingold, Program Manager 1501 East Kilgore Road Kalamazoo, MI 49001 IngoldG@michigan.gov Business Cell Phone: 269-330-2486 Lead CCI: Michael Winchester 1501 East Kilgore Road Kalamazoo, MI 49001 WinchesterM@michigan.gov Business Cell Phone: 269-251-2748 CCI: Ed Martin, Coloma Business Office 3880 Red Arrow Highway Benton Harbor, MI 49002 MartinE2@michigan.gov Business Cell Phone: 268-998-4059 CCI: Mike Streeter, Kalamazoo TSC 5372 S. 9 th Steet Kalamazoo, MI 49009 StreeterM@michigan.gov Business Cell Phone: 269-217-7785 CCI: Ben Hodges, Marshall TSC 15300 W. Michigan Ave Marshall, MI 49068 HodgesBmichigan.gov Business Cell Phone: 517-202-0289	Sean Powers, Owner P.O. Box 165 Portage, MI 49081 Sean@powerspropertymgt.com 269-873-8053

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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.**
 - a. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
 - b. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
 - c. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
 - d. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - (1) Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - (2) Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract
 - e. **Proof of Insurance**
 - (1) Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
 - (2) Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - (3) Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - (4) All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - (5) The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification or authorization, and audited financial statements.
 - (6) In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to the Contract Administrator no later than 5 business days following such cancellation or nonrenewal.
 - f. **Subcontractors.** Contractor is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).
 - g. **Limits of Coverage & Specific Endorsements.** (See Table 6.1 Below)

TABLE 6.1

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 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 using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	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	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

h. Non-Waiver. This Section 6 is not intended to and is not to 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. Reserved.

8. Reserved.

9. Relationship of the Parties. The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, 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.
- 11. 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.
- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, 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.
- 14. 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.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. 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 a Statement of Work. 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 24, 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.

- 18. Reserved.**
- 19. Reserved.**
- 20. Reserved.**
- 21. Invoices and 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 provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from federal excise tax, state, and local sales taxes, and use taxes if the Contract Activities purchased under this Contract are for the State's exclusive use. Contractor will not include the collection of taxes for which the State is exempt in any invoices or payments related to this Contract. The State is not responsible for taxes imposed or assessed on Contractor.

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/SIGMAVSS> 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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 23. 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 delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 24. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any

reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) 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 25, 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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.

25. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, 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 to the extent the funds are available.

26. 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 180 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) 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 (d) 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.

27. Return of State Property. Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.

- 28. 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 29. 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.

- 30. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.**

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

- 31. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 32. 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 or commercial purposes.
- 33. Reserved.**
- 34. 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.
- 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; or, (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 or is: (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. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. **Reserved.**

36. **Reserved.**

37. **Reserved.**

38. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, 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 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 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.

- 39. Representations and Warranties.** 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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.
- 40. 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.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. Prevailing Wage Act Statutory Provision.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract. As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor

to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

43. Reserved.

44. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, 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, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this Section is a material breach of this Contract.

45. Unfair Labor Practice. Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

46. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

47. Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

48. 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.

49. 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.

50. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

51. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Specifications, pricing and equipment list for Coloma Business Office; Kalamazoo TSC; Marshall TSC

52. Entire Agreement and Order of Precedence. This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

53. 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.

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

55. Survival. Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.
- 57. Accessibility Requirement.** All Contract Activities created, provided, or made available by Contractor under this Contract in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet) (hereinafter “**Digital Deliverables**”), must conform to the accessibility standards provided in the SOM Digital Standards, located at <https://www.michigan.gov/standards> (the “**Digital Accessibility Standards**”). Throughout the Term of the Contract, Contractor must: (a) ensure that no changes made by Contractor to any Digital Deliverables will have any adverse effect on conformance to the Digital Accessibility Standards; and (b) comply with plans and timelines approved by the State to remediate issues and achieve conformance with the Digital Accessibility Standards in the event of any deficiencies, at its sole cost and expense.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Contract No. 260000000404
Southwest Region State Trunkline Sweeping

BACKGROUND

The Michigan Department of Transportation (MDOT) is responsible for maintaining state trunklines to provide safe roadways for motorists. The responsibility includes sweeping services to remove loose debris from roadsides and medians which may pose a driving hazard.

The purpose of this contract is to maintain the state trunklines per MDOT specifications and standards as set forth in the Contract. The result of this RFP will be a 3-year contract with two one-year renewal options; multiple contracts may be awarded. Subcontracting is not allowed on this contract. Quantities listed in Schedule B are estimates, actual work performed will be as needed and as determined by the Program Manager, Contract Compliance Inspector (CCI) or designee. The State is not obligated to purchase any listed quantity.

SCOPE

The Contractor will perform routine, optional, and/or non-routine and emergency call out sweeping services on curbed areas, barrier wall, shoulders, and exit-entrance ramps of state trunklines for the following locations:

- Kalamazoo Transportation Service Center
- Marshall Transportation Service Center
- Coloma Business Office

Services will include mechanical sweeping, manual pick up of debris, and proper disposal of debris. Additional as-need services include emergency response and removal and disposal of large objects/debris (junking) (the “**Contract Activities**”). The objective is to maintain the roadsides and medians in a manner that provides a safe and aesthetically pleasing roadside for the motoring public.

1. Requirements

1.1. General Requirements

The specifications contained in this Contract have been developed to establish the minimum level of curb/street sweeping services required and operated by the State.

- A.** The Contractor must provide all personnel, equipment, tools, supplies/materials, training and any incidental services or items required to perform the Contract Activities at the frequencies and during the times as specified herein. The Contractor shall also furnish local supervision and all labor, equipment, transportation, disposal of sweeping debris in accordance with all Federal, State and local statutes and incidentals necessary to satisfactorily perform the services at the frequencies and during the times as specified herein. Compliance will be based on the MDOT’s overall evaluation and interpretation in accordance with method of performance, and expected outcomes, as set forth in this Contract.

- B. The Contractor must have In vehicle Quality ACTIVE/REAL-TIME/CELLULAR Automatic Vehicle Location (AVL) or Global Positioning System (GPS) on all sweeping equipment. Must provide a sample Sweeping Report.
- C. Contract Activities require personnel to comply with High Visibility clothing requirements. All workers must wear high-visibility safety apparel as specified in the Michigan Manual of Uniform Traffic Control Devices [see [MDOT - Transportation Standards and Special Details \(state.mi.us\)](http://state.mi.us)], Sections 6D.03 and 6E.02.
- D. The Contractor shall provide curb/street sweeping of the specified roads, bridges, ramps and paved traffic islands/gores in Southwest Region under the jurisdiction of the State in accordance with requirements of this Contract. Sweeping shall be defined as a clean sweep and removal of all debris regardless of the number of times swept to obtain a clean curb/street regardless of type of equipment necessary for total dirt and debris removal.
- E. The Contractor shall provide services at the locations described in the LSS and may include emergency services as directed by the MDOT Program Manager.
- F. The Contractor must notify the county or municipality before starting work in their area. The MDOT Program Manager will provide a list of Municipal and County Offices at the Contract Kickoff meeting.
- G. The Contractor is responsible for any citations, fines, or tickets received while performing Contract Activities.
- H. Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide sweeping services. Adjustments to providing this service, including any weather-related deviations, must be approved by the Program Manager or designated representative.

2. Work Requirements

A. Hours

All Contract Activities, except emergency response, must be performed during nighttime hours only, unless otherwise directed by the Program Manager (contact the Program Manager for authorization of nighttime work in specific locations).

Contract Activities will not be performed on weekends unless prior approval is obtained from the Program Manager.

Contract Activities Work will not be permitted during holiday periods in accordance with the 2020 Michigan Department of Transportation Standard Specifications for Construction [see [MDOT 2020 Standard Specifications for Construction \[WEB\]-linked \(michigan.gov\)](http://michigan.gov)] or during special events. The Program Manager shall suspend the work at any time if traffic is being unduly hampered or delayed by the work in progress.

B. Routine Curb/Trunkline Sweeping

The Contractor shall perform complete curb sweeping cycle per year on the routes identified in the Location Specification Sheet (LSS) for routine sweeping. The routine complete curb sweeping will be performed between April 1st and August 31st of each year or as directed by the MDOT Program Manager. The actual schedule and timeline for completion will be finalized at the kickoff meeting for each location.

C. Emergency Request

Emergency Response requests are typically in response to an incident which requires sweeping services, and which may involve removing debris contaminated with fuel.

The Contractor must be available 24 hours a day, 7 days a week, 365 days a year to respond to emergency calls for sweeping services requests, TMA requests, or Vac-All requests from the Program Manager.

Following a call from the MDOT, Program Manager the Contractor shall provide the necessary equipment for sweeping at the designated scene within one (1) hour of notice. This activity is typically done in response to an incident, which may involve removing debris contaminated with fuel, for sweeping.

Payment for emergency call outs shall be paid at an hourly rate. The billable time will begin when the Contractor arrives at the emergency scene with all personnel and equipment needed to perform the cleaning/sweeping. One (1) additional hour for travel to the job site and one (1) additional hour for travel from the site will be paid for each emergency call out. The Contractor shall include the cost of supervision and all labor, equipment, water, transportation, fees for disposal of sweepings in accordance with all local, State, and Federal statutes, and incidentals necessary to satisfactorily perform this service.

D. Non-Sweeping Debris/Junking

Any debris that cannot be removed by mechanical sweeping but can be picked up by one (1) person, shall be collected by hand or other means, before sweeping and disposed of in a Class II landfill. Non-sweeping debris/junking includes the paved and gravel shoulder areas. Debris that cannot be picked up by one (1) person shall be reported to the MDOT Program Manager. Examples of debris that cannot be removed by mechanical sweepers include, but are not limited to rocks, bricks, bottles, tree limbs, and sticks. Examples of debris that can be removed by mechanical sweepers include, but are not limited to dirt, paper, and leaf piles less than eight (8) inches in depth. All collected debris must be hauled away and not stored on or off state trunkline right of way or moved to the vegetated areas. The debris collected is to be hauled away the day it is collected.

E. Dust Control

All sweeping shall be accomplished with using water for dust control. The Contractor shall contact the local municipality for water and hydrant use and comply with their requirements and all applicable regulations at no additional cost to the State.

F. Equipment Requirements

The Contractor must have available, operate, and maintain suitable and adequate equipment necessary to perform Contract Activities in an approved safe, workmanlike manner without hindrance, delay, or damage to the roadside. Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide services. Under no circumstances will MDOT be responsible for any damage to the Contractor's equipment due to obstacles encountered.

The Contractor shall be required to use a sweeper with dual steering control and hold at least five (5) cubic yards of debris. A 16,500-cfm vacuum fans with 12 inches vacuum tubes and 16 cubic yards debris boxes holding capacity. Vac-All trucks shall be available to be used for emergency or as needed work. The Contractor must have a minimum of one (1) sweeper with dual steering control and available for use on State Trunklines in the Southwest Region. All equipment shall be

approved through an acceptable demonstration of the equipment's capabilities, suitability, and condition to MDOT. Demonstrations will be at no cost to MDOT.

G. GPS/GIS System

Area of curb shall be located with a Quality ACTIVE/REAL-TIME/CELLULAR Automatic Vehicle Location (AVL) or Global Positioning System (GPS) requiring no direct vehicle operator input to function. The in-vehicle unit shall have an accuracy of 12 feet or less. Input data shall be collected and recorded from each sensor on a vehicle at a minimum of six times per minute or when there is an event change (e.g., on or off vacuum suction, water usage or sweeper rotation). Each data record will have vehicle speed, direction and latitude\longitude and sensor input encoded. Additionally, each in-vehicle GPS unit shall have the capability of time stamping each data record with the event year, date, time of day and vehicle identification.

GPS DATA	FORMAT	DESCRIPTION
Vehicle ID	XX-XXXX	e.g. License plate #
Vehicle speed	MM	mile per hour
Vehicle heading	DDD ⁰	0 - 360 ⁰
Event year	YYYY	2010 plus
Event date	MMDD	Month & day
Event time of day	HHMMSS	Hour, min & sec.
Latitude	DDD.DDDDD ⁰	Decimal degrees
Longitude	DDD.DDDDD ⁰	Decimal degrees
Calculated Data		
Distance traveled per route	MMM.mm	Miles
Distance Swept per route	MMM.mm	Miles
Time Vacuum suction on per route	HHMMSS	Hour, min & sec.
Time water flowing is on per route	HHMMSS	Hour, min & sec.
Sensors Data		
On/Off position for water flow control	I/O	water flow
On/Off position for sweeper rotational control/On/Off position for vacuum suction	I/O	rotating brush

The in-vehicle AVL system shall have Store and Forward functionality capable of storing 1GB (hardened memory not hard disk drive) of information while out of coverage and automatically forwarding the same when back in coverage. Under normal operations the AVL system shall transmit data every three minutes to the hosting vendor's facility. The in-vehicle unit shall be configured to start collecting data when the ignition is in the on position; continue throughout the work activity and terminate ten minutes after the ignition is returned to the off position.

H. Web Vendor Mapping Functionality

The hosting vendor shall be able to dynamically track a minimum of twenty vehicles with near instantaneous displaying of information as it is received from the vehicle and storing data for two

years. The hosting vendor shall have the capability of automatically displaying maps via the internet for each maintenance facilities' area of responsibility.

The maintenance facility shall be the center of focus for each area of responsibility map. Mapping functionality shall have a minimum resolution 10 feet and zoom out capabilities of 50 plus miles. Additionally, the mapping functionality should have information bubbles that can display data records. Each data record shall be represented by a tick mark that is composed of one segment of a route. The system shall be able to temporarily display tick mark data by placing the cursor over a mark or by opening a permanent information window. The mapping system shall have the ability to display routes in different colors.

The host vendor system shall allow for the playback of events for a minimum of two years. Information provided to MDOT Program Manager will consist of summary and detail reports. Summary reports shall consist of all routes serviced on a specific day. Detail reports shall include a list of specific location services by all vehicles year-to-date, see reports below: for more information.

The host vendor system shall be capable of assigning GPS coordinates to street addresses to determine a location for summary reports. Additionally, the system shall be capable of assigning predetermined curb mile distances to the location address.

The host vendor system should also have functionality for exporting data files to Microsoft Excel. Files shall contain all data selected from the Standard and Optional Records Input Sections listed above. The start and end times for selecting export records should follow the play back format. The vendor shall provide full web access to MDOT Program Manager for monitoring and obtaining reports on as needed basis. Use one of the following GPS/GIS manufacturers: Vehicle Path, Eagle Eye Software, Inc. or other approved equal as determined by MDOT Program Manager.

CURB AND GUTTER SWEEPING REPORT

LOCATION BOUNDARY (geoface)	VEHICLE ID	CURB MILES	EVENT DATE	EVENT START TIME (input 1)	EVENT END TIME (input 1)	TOTAL TIME (input 1)	TOTAL DISTANCE SWEPT (input 1)	EVENT START WATER TIME (input 2)	EVENT STOP WATER TIME (input 2)	TOTAL WATER TIME (input 2)
Wide Track	01-1234	5	8/18/2010	5:30:01	5:45:01	0:15	0.54	5:30:02	5:44:32	0:14:30
Wide Track	01-1234	1	8/18/2010	5:50:02	6:00:02	0:20	0.74	5:50:03	6:09:33	0:19:30
Telegraph	01-1234	1.5	8/18/2010	6:05:03	6:40:03	0:35	1.4	6:06:03	6:36:03	0:30:00

I. Safety

All equipment shall meet all federal, state, and local safety requirements. Equipment must be equipped with commercial type flashing amber lights plainly visible from all directions. Flashers must have a minimum of 32 candlepower output and flash 50 to 60 times per minute. A lighted arrow Type B or C as specified in the [MDOT 2020 Standard Specifications for Construction](#) must be mounted on or towed behind each vehicle. In the event of a crash involving Contractor's equipment, the MDOT Program Manager must be notified immediately. Any and all costs

associated with damaged equipment as the result of a crash is the sole responsibility of the Contractor and their insurer.

All of the safety guidelines must be followed using the [current Work Zone Safety and Mobility Manual](#) and the [Michigan Manual of Uniform Traffic Control Devices \(MMUTCD\)](#).

J. Disposal of Material

The Contractor is responsible for disposal of all material using either the Solid Waste Phase or the Liquid Waste Phase listed below. At no time will waste material or storage containers be staged/stored on State properties or right of way.

Solid Waste Phase

The solid waste generated shall be disposed of at a Licensed Municipal Solid Waste Landfill. Solid is defined as having no releasable liquids. The landfill may require testing before accepting the waste. The TSC Maintenance Coordinator (or MDOT Program Manager) shall be provided disposal documentation from the Licensed Municipal Solid Waste Landfill.

Liquid Waste Phase

If water is used for dust control, the following disposal of the liquid phase shall be used: This waste may be evaporated by use of drying beds, decanting stations or similar systems that contain the solids during evaporation. The remaining solids shall then be disposed of according to Solid Waste Phase above. If at any time the material is suspected of being hazardous, the TSC Maintenance Coordinator (or MDOT Program Manager shall be notified).

K. Detailed Progress Schedule

Work must be performed in accordance with the progress schedule submitted with the Contractor's Work Plan at the Pre-Award Meeting and as described below.

The first failure to complete work as defined in the progress schedule without prior approval to adjust the schedule from the MDOT Program Manager may result in a Vendor Performance being issued to determine the corrective action by the Contractor. A second such failure may result in termination of this Contract. 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 progress schedule must address all services to be completed by the Contractor. (If the Contractor has multiple Contracts for curb/street sweeping on the State Trunk Line System, the progress schedule shall include any curb/street sweeping performed on the State Trunk Line System whether for the State or as a subcontractor for a local unit of government).

L. Maintaining Traffic

Traffic shall be maintained in accordance with the [MDOT - Standard Specifications for Construction \(state.mi.us\)](#), [MDOT Maintaining Traffic Typical](#)s, the current edition of the [Michigan Manual of Uniform Traffic Control Devices \(MMUTCD\)](#). All operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede trunkline traffic. The Contractor shall not operate equipment on the roadway or in a manner that requires unnecessary crossing of the roadway. Traffic control is to be adhered in accordance with MDOT's current Standard Specifications for

Construction, and with MDOT's Traffic Standards, Maintaining Traffic Typical, Special Details. The Contractor shall not park equipment within the right of way of any state trunkline in a manner not permitted by posted traffic control devices. The Contractor shall not store equipment in the right of way of any state trunkline or on state property when not engaged in sweeping operations.

M. Traffic Control Plan

The Contractor must submit a traffic control plan after award to the MDOT Program Manager for review/approval. Lane closures will be required when the shoulder is too narrow to accommodate equipment.

When any part of a thru lane is used, the entire lane should be closed. These are the minimum requirements, and the Contractor is advised to exercise due caution and may need additional TMAs in order to operate safely. The cost of all TMAs is not a separate pay item and is to be included in all other work pay items.

N. Safety

All equipment shall meet all federal, state, and local safety requirements. All equipment shall be equipped with commercial type flashing amber lights plainly visible from all directions according to the [MDOT - Standard Specifications for Construction \(state.mi.us\)](#) the current [Michigan Manual of Uniform Traffic Control Devices \(MMUTCD\)](#).

O. Truck Mounted Attenuators (TMA)

The Contractor will use Truck-Mounted Attenuators (TMA's) to shield workers or work equipment from errant vehicles according to the following guidelines. TMA's will be used for projects on freeways and roadways with operating speeds of 45 mph or greater where personnel or equipment are exposed to traffic.

TMA's shall be maintained in accordance with the current [Standard Specifications for Construction](#), [MDOT Maintaining Traffic Typical](#), the current edition of the [Michigan Manual of Uniform Traffic Control Devices \(MMUTCD\)](#).

3. Service Requirements

3.1. Reporting

The Contractor must submit to the Program Manager or designated representative, the following written reports with all invoices:

- a) GPS Curb and Gutter Sweeping Report

The MDOT Program Manager may require additional reports through the term of the contract.

3.2. Meetings

The Contractor must meet with the MDOT Program Manager and other department project-leads, on a basis to be established by Program Manager, MDOT Program Manager and the Contractor, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise, and to continuously communicate with the agency/departmental project-lead. The Contractor must attend the following meetings:

- a) Pre-Award Meeting and Equipment Inspection
 - i. Prior to award, the successful low bidder is required to meet with the MDOT Program Manager and/or designee at the Contractor's facility. The purpose of this

meeting will be to discuss the scope of the Contract and for the bidder to submit an equipment list indicating description, age, manufacturer, model, and serial number of each piece that will be used on the Contract. All the equipment listed for use on the Contract must be available for visual and/or mechanical inspection at the pre-award meeting. All equipment must meet or exceed all requirements defined under "Equipment Requirements" document. All equipment must be in the Contractor's possession, available for use and fully operational for immediate use. The Contractor must also provide any lease Contracts for the equipment at the Pre-Award Meeting. MDOT reserves the right to inspect the Contractor's equipment prior to the Contract start date and at any time throughout the duration of the Contract.

- b) Kick Off Meeting
 - i. Prior to commencement of work the successful bidder is required to meet with MDOT program staff
- c) Annual Service Review and Progress Meeting
 - i. The Program Manager may request an audit of the services provided each year under the specifications, terms, and conditions of the Contract.
 - ii. An unsatisfactory audit may result in cancellation of the Contract under the terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.
 - iii. The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with Contract recommendations will be published by Purchasing Operations and distributed to the respective Agency(s).
 - iv. Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 (ten) calendar days of the date the Contractor received, or could have reasonably been expected to receive, his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

The State may request other meetings, as it deems appropriate.

4. Staffing

4.1. Key Personnel - Contractor Program Manager

The Contractor must appoint one individual specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Program Manager").

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Program Manager.

Contractor Program Manager Contact Information

Name	Sean Powers
Title	Owner
Mobile Phone	269-873-8053
Email Address	sean@powerspropertymgt.com

4.2. Non-Key Personnel

The Contractor must notify the Contract Administrator at least 10-calendar days before removing or assigning non-key personnel.

4.3. Customer Service Number

The Contractor must specify its customer service number for the State to contact the Contractor Representative who must be available for calls 24/7. Identify customer service availability for this proposal by hours and days of the week.

4.4. Disclosure of Subcontractors

Subcontracting is not allowed on this Contract.

5. Pricing

5.1. Price Term

Pricing is firm for the entire length of the Contract.

6. Ordering

6.1. Authorizing Document

The appropriate authorizing document for the Contract will be a delivery order (DO). A delivery order (DO) outlining requested services will be submitted to the contractor in the beginning of each fiscal year or prior to the start of work.

7. Acceptance

7.1. Acceptance, Inspection and Testing

MDOT will use visual inspections to determine acceptance of the Contract Activities. The Contractor must consult the MDOT Program Manager, or their designee, 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. Notification with specified completed limits must be sent to the MDOT Program Manager the day work is done.

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must be sent via e-mail to the MDOT Program Manager or designated representative and include: (a) date; (b) contract number and delivery order number; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price.

The Curb and Gutter Sweeping Report must be included along with all invoices submitted.

Overtime, holiday pay, and travel expenses will not be paid. All invoices should reflect actual work done on a monthly basis. Invoices will be sent to contract person listed on LSS Sheet.

8.2. Procedure

The Contractor is responsible to notify the MDOT Program Manager via e-mail before starting work and during sweeping operations providing updates on a daily basis to identify the scheduled sweeping areas. Sweeping start date must be approved by the MDOT Program Manager.

The MDOT Program Manager will inform the Contractor of any deficiencies and allow time to correct the deficiencies. If deficiencies continue, a formal Complaint to Vendor or Vendor Performance Report will be filed. For non-conformance to MOT requirements or other safety procedures the MDOT Program Manager or their designee has the right to shut down the sweeping operation until the issue is corrected.

8.3. Payment Methods

As required by MCL 18.1283, the State will only disburse payments under this Contract through Electronic Funds Transfer (EFT).

The Contractor is responsible for ensuring current banking information is entered in the State vendor website: <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

9. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager.

For this proposal:

The Contractor's Project Plan must include but not be limited to the following:

- a) EQUIPMENT LIST (MS Excel)- indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" in this document. All equipment must be in the Contractor's possession, available for use and fully operational, prior to Contract award.
- b) Schedule of Operations - personnel and hours expected to complete work on this Contract.
- c) Name(s) of supervisors – 24-hour contact telephone numbers and best contact times.
- d) Progress schedule listing locations where cleaning will occur including a schedule of curb miles to be swept/cleaned each day.
- e) Safety Program, including traffic control plan(s).
- f) Name/location of Class II disposal site for sweeping material.
- g) Current proof of insurance as defined in the Standard Terms and Conditions must be provided to MDOT Purchasing with the signed Contract.
- h) Copy of liquid waste hauler license.
- i) the project breakdown showing sub-projects, tasks, and resources required.

Any misrepresentation by the Contractor of its ability to perform the work described in this Contract will be grounds for immediate termination. In such case, a Contract will be awarded to the next lowest bidder who can demonstrate the ability to perform the work.

Upon Contract Award: A final project plan must be submitted for final approval within 5 calendar days of the Effective Date.

10. Required Functionality Relating to Data Retention, Disposal, and Retrieval

The State has legal obligations to retain, dispose, and retrieve State Data along with obligations to manage and secure State Data. To meet these obligations, the Solution must allow the State to:

- 1) retain all data for the entire length of the Contract.
- 2) delete its data or request the deletion of its data, even data that may be stored offline or in backups.
- 3) transfer its data back to the State or to a new vendor or new solution.

- 4) transfer its data to the Archives of Michigan as may be required by a retention and disposal schedule.
- 5) retrieve data, even data that may be stored offline or in backups.

Except as otherwise stated in the Contract, Contractor will not dispose of, delete, or destroy State Data without the prior written approval of the State.

11. 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 \$1,000 and an additional \$500 per day for each day Contractor fails to remedy the late or improper completion of the Work.

In addition, if the Contractor is found to have thrown debris onto green/sloped areas instead of hauling away and properly disposing, the State is entitled to collect liquidated damages in the amount of \$500 for each occurrence.

12. ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), including its accessibility standard for websites, applications, content and documents. All Contract Activities created, provided, or made available by Contractor under this Contract in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet) must comply with the accessibility standards provided in the Digital Accessibility Standards, located at <https://www.michigan.gov/standards>.

Contract No. 260000000404					
Schedule B - Pricing Sheet					
Agency:	Michigan Department of Transportation				
Contract Administrator:	ReChelle Kendrick, 517-335-5905; KendrickR1@michigan.gov				
Divison:	SWR - Kalamazoo Transportation Service Center				
Location:	5372 S. 9th Street, Kalamazoo, MI 49009				
Counties:	Kalamazoo, Cass				
Invoices sent to:	Jennifer Simmons, 269-375-8900; SimmonsJ9@michigan.gov				
Contract Compliance Inspector	Michael Winchester, 269-251-2748; WinchesterM@michigan.gov				
CONTRACT TERMS					
Contract Base Term (years):	3 years with 2, 1-year options to renew				
Estimated Contract Start Date:	March 25, 2026				
Contract End Date:	March 24, 2029				
Days and hours work task will be performed:	Overnight or at discretion of PM				
SOUTHWEST REGION STATE TRUNKLINE SWEEPING - (1 CYCLE PER YEAR)					
County/Location	Route	Miles/Hours*	Unit Price	One Year Total	Three Year Total
KALAMAZOO COUNTY					
I-94: Van Buren County line to Calhoun County line. Includes all bridges over, bridge abutments along roadway, barrier walls, rest area/welcome center parking areas, emergency pull-off areas, exit and entrance ramps in corridor	I-94	84.1	\$ 480.00	\$ 40,368.00	\$ 121,104.00
US-131: St. Joseph county line to Allegan County line. Includes BR 131 from Dunkley Ave to US-131 and BS 131 (Stadium Drive) US-131 to Drake Road. Includes all bridges over, bridge abutments along roadway, barrier walls, rest area/welcome center parking areas, emergency pull-off areas, exit and entrance ramps in corridor	US-131	7.15	\$ 480.00	\$ 3,432.00	\$ 10,296.00
M-43/M-343: Van Buren County line to Douglas Ave and M-343 From Riverview to Richland M-89/M-43 Junction, Richland to Barry County line. Includes all pedestrian islands	M-43/M-343	18.47	\$ 480.00	\$ 8,865.60	\$ 26,596.80
M-96: BR 94 to Calhoun County line	M-96	6.737	\$ 480.00	\$ 3,233.76	\$ 9,701.28
BL-94: I-94 to Mills Street Includes all islands	BL-94	2.208	\$ 480.00	\$ 1,059.84	\$ 3,179.52
M-89: AB Ave to Calhoun County line	M-89	1.882	\$ 480.00	\$ 903.36	\$ 2,710.08
TOTAL FOR KALAMAZOO COUNTY	361.641			\$ 57,862.56	\$ 173,587.68
CASS COUNTY					
US-12: Berrien County line to St. Joseph County line	US-12	4.167	\$ 480.00	\$ 2,000.16	\$ 6,000.48
M-51: Berrien County line to Van Buren County Line Excludes City of Dowagiac from city limit to city limit.	M-51	2.918	\$ 480.00	\$ 1,400.64	\$ 4,201.92
M-60: US-12 to St. Joseph County line. Includes BL60 from M-60	M-60	5.577	\$ 480.00	\$ 2,676.96	\$ 8,030.88
M-62: Michigan State line to Berrien County line. Excludes City of	M-62	3.363	\$ 480.00	\$ 1,614.24	\$ 4,842.72
M-40: US-12 to Van Buren County line.	M-40	1.802	\$ 480.00	\$ 864.96	\$ 2,594.88
M-152: M-51 to Van Buren County line	M-152	0.075	\$ 480.00	\$ 36.00	\$ 108.00
M-216: M-40 to St. Joseph County Line	M-216	1.085	\$ 480.00	\$ 520.80	\$ 1,562.40
M-217: Michigan State line to US-12	M-217	0.13	\$ 480.00	\$ 62.40	\$ 187.20
TOTAL FOR CASS COUNTY	57.351			\$ 9,176.16	\$ 27,528.48
EXTENDED TOTAL FOR KTSC (418.992 miles)				\$ 67,038.72	\$ 201,116.16
Emergency Call Out (25 hours per year/cycle)		25	\$ 260.00	\$ 6,500.00	\$ 19,500.00
Additional curb (15 miles per year/cycle)		15	\$ 480.00	\$ 7,200.00	\$ 21,600.00
CUMULATIVE THREE YEAR TOTAL FOR KTSC				\$ 242,216.16	
Contractor Name & SIGMA VSS ID	Powers Snow Removal LLC; VS0317356				
Name of Contractor representative/agent	Sean Powers				
Telephone Number	269-873-8053				
Email	sean@powerspropertymgt.com				

Contract No. 260000000404 Schedule B - Pricing Sheet					
Agency:	Michigan Department of Transportation				
Contract Administrator:	ReChelle Kendrick, 517-335-5905; KendrickR1@michigan.gov				
Divison:	SWR - Marshall Transportation Service Center - 269-789-0560				
Location:	15300 W. Michigan Avenue, Marshall, MI 49068				
Counties:	Branch, Calhoun, St. Joseph				
Invoices sent to:	Henry Ellis, MDOT-MarshallTSC@Michigan.gov				
Contract Compliance Inspector	Michael Winchester, 269-251-2748; WinchesterM@michigan.gov				
CONTRACT TERMS					
Contract Base Term (years):	3 years with 2, 1-year options to renew				
Estimated Contract Start Date:	March 25, 2026				
Contract End Date:	March 24, 2029				
Days and hours work task will be performed:	Overnight or at discretion of PM				
SOUTHWEST REGION STATE TRUNKLINE SWEEPING - (1 CYCLE PER YEAR)					
County/Location	Route	Miles/Hours*	Unit Price	One Year Total	Three Year Total
BRANCH COUNTY					
US-12: West city limits to Clarendon/Brown Street	US-12	2.6	\$ 480.00	\$ 1,248.00	\$ 3,744.00
US-12: Entire City Limits	US-12	3.6	\$ 480.00	\$ 1,728.00	\$ 5,184.00
I-69: Calhoun Co line to Indiana State line. Includes Coldwater Welcome center and bridges.	I-69	5.0	\$ 480.00	\$ 2,400.00	\$ 7,200.00
TOTAL FOR BRANCH COUNTY	33.6			\$ 5,376.00	\$ 16,128.00
CALHOUN COUNTY					
M-37: From City limits of Battle Creek to Barry Co line. Includes Bedford	M-37	2.53	\$ 480.00	\$ 1,214.40	\$ 3,643.20
M-66: Athens entire City Limits	M-66	1.50	\$ 480.00	\$ 720.00	\$ 2,160.00
M-96: M-311 intersection to West Drive	M-96	6.10	\$ 480.00	\$ 2,928.00	\$ 8,784.00
M-66: From Barry Co Line to M-78	M-66	0.19	\$ 480.00	\$ 91.20	\$ 273.60
I-94: From Kalamazoo Co Line to Jackson Co line. Includes bridges over, bridge abutments along roadway, rest area parking areas, exit and entrance ramps in corridor	I-94	25.00	\$ 480.00	\$ 12,000.00	\$ 36,000.00
M-60: Entire Village Limits of Burlington	M-60	2.00	\$ 480.00	\$ 960.00	\$ 2,880.00
M-60: Homer Kalamazoo River to Goldup Street	M-60	1.50	\$ 480.00	\$ 720.00	\$ 2,160.00
M-60: Tekonsha I-69 to Old 27	M-60	1.00	\$ 480.00	\$ 480.00	\$ 1,440.00
M-99: Homer M-60 to Depot St	M-99	1.20	\$ 480.00	\$ 576.00	\$ 1,728.00
M-99: Albion South County Line to BL-94 Jct. Michigan Ave, BL-94 to Clark St (East County Line Albion)	M-99	4.33	\$ 480.00	\$ 2,078.40	\$ 6,235.20
BL-94: 28 MILE RD / C Drive to M-99	BL-94	3.66	\$ 480.00	\$ 1,756.80	\$ 5,270.40
M-199: Albion BL-94 to 27 Mile Road	M-199	3.18	\$ 480.00	\$ 1,526.40	\$ 4,579.20
TOTAL FOR CALHOUN COUNTY	156.57			\$ 25,051.20	\$ 75,153.60
ST. JOSEPH COUNTY					
US-12: Cass/St Joe County line East to West City limits of Sturgis, includes Village of White Pigeon	US-12	9.00	\$ 480.00	\$ 4,320.00	\$ 12,960.00
M-60/M66: Leonidas sign at East end of town to Leonidas West end of town	M-60/M66	1.50	\$ 480.00	\$ 720.00	\$ 2,160.00
M-60: Cass/St Joe County line East to M-66, excludes city of Three Rivers	M-60	3.00	\$ 480.00	\$ 1,440.00	\$ 4,320.00
M-66: Indiana State line North to M-60/M-66 junction, excludes city of Sturgis	M-66	5.00	\$ 480.00	\$ 2,400.00	\$ 7,200.00
M-86 West of St Joseph St to Burr Oak St	M-86	2.10	\$ 480.00	\$ 1,008.00	\$ 3,024.00
M-86: Three Rivers East City limits East to M-66, including village of Centreville	M-86	3.00	\$ 480.00	\$ 1,440.00	\$ 4,320.00
M-103: Indiana State line north to US-12	M-103	1.00	\$ 480.00	\$ 480.00	\$ 1,440.00
US-131: Indiana State line north to Kalamazoo Co. line. Includes Constantine and Three Rivers	US-131	8.00	\$ 480.00	\$ 3,840.00	\$ 11,520.00
BL-131: Entire curbed area on BL-131 in Village of Constantine	BL-131	2.80	\$ 480.00	\$ 1,344.00	\$ 4,032.00
TOTAL FOR ST. JOSEPH COUNTY	106.20			\$ 16,992.00	\$ 50,976.00
EXTENDED TOTAL FOR MARSHALL TSC (296.37 miles)				\$ 47,419.20	\$ 142,257.60
Emergency Call Out (25 hours per year/cycle)		25	\$ 260.00	\$ 6,500.00	\$ 19,500.00
Additional curb (15 miles per year/cycle)		15	\$ 480.00	\$ 7,200.00	\$ 21,600.00
CUMULATIVE THREE YEAR TOTAL FOR MARSHALL TSC				\$ 183,357.60	

Contract No. 260000000404 Schedule B - Pricing Sheet					
Agency:	Michigan Department of Transportation				
Contract Administrator:	ReChelle Kendrick, 517-335-5905; KendrickR1@michigan.gov				
Divison:	SWR - Coloma Business Office - 269-849-1165				
Location:	3880 Red Arrow Highway, Benton Harbor, MI 49002				
Counties:	Berrien, Van Buren Counties				
Invoices sent to:	Donnalee Forraht, ForrahtD@michigan.gov				
Contract Compliance Inspector	Michael Winchester, 269-251-2748; WinchesterM@michigan.gov				
CONTRACT TERMS					
Contract Base Term (years):	3 years with 2, 1-year options to renew				
Estimated Contract Start Date:	March 25, 2026				
Contract End Date:	March 24, 2029				
Days and hours work task will be performed:	Overnight or at discretion of PM				
SOUTHWEST REGION STATE TRUNKLINE SWEEPING - (1 CYCLE PER YEAR)					
County/Location	Route	Miles/Hours*	Unit Price	One Year Total	Three Year Total
BERRIEN COUNTY					
I-94: Michigan state line to Van Buren County line-Includes all bridges over, bridge abutments along roadway, barrier walls, rest area/welcome center parking areas, emergency pull-off areas, exit and entrance ramps in corridor	I-94	32.12	\$ 480.00	\$ 15,417.60	\$ 46,252.80
BL-94: From US-31/I-94 Interchange to St. Joseph Ave Stevensville	BL-94	19.97	\$ 480.00	\$ 9,585.60	\$ 28,756.80
I-196: I-94 to Van Buren County line. Includes all bridges over, bridge abutments along roadway, barrier walls, rest area/welcome center parking areas, emergency pull-off areas, exit and entrance ramps in corridor	I-196	1.36	\$ 480.00	\$ 652.80	\$ 1,958.40
US-31: Michigan state line to I-94/BL94 Includes all bridges over, bridge abutments along roadway, barrier walls, rest area/welcome center parking areas, emergency pull-off areas, exit and entrance ramps in corridor	US-31	17.40	\$ 480.00	\$ 8,352.00	\$ 25,056.00
M-63: I-196 to BL-94 in St. Joseph, BL-94 IN St Joseph to M-139 Scottsdale. Includes bridge on Klock Road in Benton Harbor	M-63	16.19	\$ 480.00	\$ 7,771.20	\$ 23,313.60
M-139: US-12 to BL-94 Benton Harbor. Excludes City of Niles from south city limit to north city limit.	M-139	16.17	\$ 480.00	\$ 7,761.60	\$ 23,284.80
M-140: M-139 to Van Buren County line	M-140	3.82	\$ 480.00	\$ 1,833.60	\$ 5,500.80
US-12: Michigan State line to Cass County line	US-12	7.01	\$ 480.00	\$ 3,364.80	\$ 10,094.40
M-51: Michigan state line to South Niles city limit. North Niles city limit to Cass County line	M-51	7.71	\$ 480.00	\$ 3,700.80	\$ 11,102.40
BL-60: 17th street to Cass County line	BL-60	0.32	\$ 480.00	\$ 153.60	\$ 460.80
M-62:M-140 to Cass County line	M-62	0.11	\$ 480.00	\$ 52.80	\$ 158.40
M-239: Wilson road to Michigan state line	M-239	0.45	\$ 480.00	\$ 216.00	\$ 648.00
TOTAL FOR BERRIEN COUNTY	367.89			\$ 58,862.40	\$ 176,587.20
VAN BUREN COUNTY					
I-94: Berrien County line to Kalamazoo County line. Includes all bridges over, bridge abutments along roadway, barrier walls, rest area/welcome center parking areas, emergency pull-off areas, exit and entrance ramps in corridor	I-94	5.11	\$ 480.00	\$ 2,452.80	\$ 7,358.40
I-196: Berrien County line to Allegan County line. Includes all bridges over, bridge abutments along roadway, barrier walls, rest area/welcome center parking areas, emergency pull-off areas, exit and entrance ramps in corridor	I-196	1.65	\$ 480.00	\$ 792.00	\$ 2,376.00
M-40: Cass County line to Allegan County line	M-40	10.43	\$ 480.00	\$ 5,006.40	\$ 15,019.20
M-43: South Haven City limit to Kalamazoo County line	M-43	5.25	\$ 480.00	\$ 2,520.00	\$ 7,560.00
M-140: South Haven City limit to Berrien County line	M-140	1.56	\$ 480.00	\$ 748.80	\$ 2,246.40
M-152: Cass County line to Berrien County line	M-152	0.15	\$ 480.00	\$ 72.00	\$ 216.00
M-51: I-94 to Cass County line	M-51	2.973	\$ 480.00	\$ 1,427.04	\$ 4,281.12
TOTAL FOR VAN BUREN COUNTY	81.369			\$ 13,019.04	\$ 39,057.12
EXTENDED TOTAL FOR CBO (449.259 MILES)				\$ 71,881.44	\$ 215,644.32
Emergency Call Out (25 hours per year/cycle)		25	\$ 260.00	\$ 6,500.00	\$ 19,500.00
Additional curb (15 miles per year/cycle)		15	\$ 480.00	\$ 7,200.00	\$ 21,600.00
CUMULATIVE THREE YEAR TOTAL FOR CBO				\$ 256,744.32	
THREE YEAR TOTAL FOR ALL LOCATIONS				\$ 682,318.08	

EQUIPMENT LIST

NOTE: Contractor will have reliable commercial equipment consisting of mowers, string trimmers, and blowers. Contractor will be able to complete work as outlined in the Statement of Work. All equipment must be inspected prior to award.

1. Equipment failure WILL NOT constitute an acceptable reason for deviating from the activities and/or schedule for this Contract.
2. In the event of mechanical breakdown of trucks or equipment, the Contractor will be expected to provide backup service as requested.
3. The Contractor is responsible for any damage done to any property while performing ground maintenance services and will be required to make repairs accordingly.

Equipment: List all equipment to be utilized in the performance of grounds maintenance contract services. Equipment must be owned or leased, and available for use at start of Contract. Do not include information on anticipated purchases or rentals.

Equipment	Use	Make/Model Manufacturer	Approximate Age of Equipment
2025 Schwarze	New	M-6, 9.6 yards	New
2025 Schwarze	New	M-6, 9.6 yards	New
2018 Kenworth	Used	T880 lead	8 years
2001 Freight	Used	East, 8 axle dump truck	25 years
2007 KW	Used	East, with lead	19 years
2007 KW	Used	Mack, set of trains	19 years
2009 Mack	Used	Impact attenuator with arrow	17 years
2006 Freightliner 4	Used	Business Class M2 106, M6000	20 years
2007 Isuzu	Used	Stare fire S-4, Stewart Amos	19 years