

NOTICE TO BIDDERS ADDENDUM NO. 1

This Addendum changes the terms of the Bid Proposal and/or plans associated with the Monroe County Road Commission project indicated below. By submitting a bid, any and all changes included in this Addendum are made a part of the contract.

MCRC Project No.: N/A
Project Description: 2018-2020 State Trunk Line Mowing
Bid Date: Tuesday, March 6, 2018 at 10:00 a.m.
Addendum Date: 03/02/2018

DESCRIPTION OF CHANGES:

- Proposal** 1) **Revise** the schedule of bid items on page 6. The revised schedule of bid items incorporates the following changes:
1. Split the Roadside Mowing item of work in the base bid into two separate items of work: Roadside Mowing, Freeway and Roadside Mowing, M-Route.
 2. Add quantity to the Roadside Mowing, Freeway item of work for mowing at the two park and ride lots (LaPlaisance at I-75 and Carleton Rockwood at I-275) and the I-275 rest area.
 3. Add "Optional" to the descriptions for the optional roadside mowing items of work to differentiate them from the items of work in the base bid.
- Proposal** 2) **Revise** the tables on pages 12 through 14 of the Supplemental Specifications for Roadside Mowing to incorporate the following changes:
1. Revise the mowing area per cycle for I-75 from 198 acres to 199 acres for the addition of mowing at the park and ride lot on LaPlaisance at I-75.
 2. Revise the mowing area per cycle for I-275 from 125 acres to 132 acres for the addition of mowing at the park and ride lot on Carleton Rockwood at I-275 and at the I-275 rest area.
 3. Revise the summary tables to split the Roadside Mowing item of work into two separate items of work: Roadside Mowing, Freeway and Roadside Mowing, M-Route.
- Proposal** 3) **Delete** the original proposal and **Replace** with the attached revised proposal that incorporates the revisions described above.

**NOTICE TO BIDDERS
ADDENDUM NO. 1**

COMMUNICATIONS

Any questions regarding this addendum shall be directed to the person listed below:

Name: Michael Smith
Phone: 734-240-5103
Email: MSmith@mcrc-mi.org

ACKNOWLEDGEMENT

Acknowledge receipt of this addendum by completing the information below and returning the addendum to the Monroe County Road Commission via email to CHerron@mcrc-mi.org or by fax to 734-240-5131.

Company: _____
By: _____
Date: _____

The Contractor shall also acknowledge any and all addendums in the space provided on page 6 of the proposal prior to submitting the bid.



MONROE COUNTY
R O A D
COMMISSION

840 S. Telegraph Road • Monroe, Michigan 48161 • Phone: (734) 240-5102 • Fax: (734) 240-5101

PROPOSAL

FOR

2018-2020 STATE TRUNK LINE MOWING

(PROPOSAL INCLUDES REVISIONS PER ADDENDUM NO. 1)

BID OPENING:

Tuesday, March 6, 2018 at 10:00 a.m.

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE**

Paul Iacoangeli, Chairman
Dan Minton, Vice Chairman
Stephen J. Pace, Member
Charles A. Londo, Member
Greg W. Stewart, Member

**MONROE COUNTY ROAD COMMISSION
INVITATION TO BID**

Sealed bids will be received by the Board of County Road Commissioners of the County of Monroe until **10:00 a.m.** local time on **Tuesday, March 6, 2018** at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for the following:

- 2018-2020 State Trunk Line Mowing
- 2018-2020 State Trunk Line Sweeping
- 2018 Various Uniform Traffic Control Devices

Bids will be publicly opened and read aloud by the Bid Committee at 10:00 a.m. Proposals may be downloaded from the Road Commission's website at www.mcrc-mi.org/bids.html.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE, MICHIGAN

**MONROE COUNTY ROAD COMMISSION
PROPOSAL
2018-2020 STATE TRUNK LINE MOWING**

TO: The Board of County Road Commissioners of the County of Monroe, Michigan

FOR: Roadside mowing on state trunk line roads in Monroe County, Michigan

Ladies and Gentlemen:

The undersigned bidder hereby affirms that:

1. The proposal is in all respects fair and without any collusion or fraud.
2. The undersigned have examined the site of the proposed project and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, equipment, tools, material and incidentals devices necessary at the unit prices stated on the attached bid form and to complete the work in the time specified to the satisfaction of the Board of County Road Commissioners of the County of Monroe, Michigan.

Company: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

By: _____

Title: _____

Date: _____

Notes:

1. If the bidder is a partnership, each member must sign the proposal.
2. Corporations must execute the proposal by duly authorized officers in accordance with the Articles of Incorporation.

INSTRUCTIONS TO BIDDERS
and
GENERAL CONDITIONS

The Michigan Department of Transportation 2012 Standard Specifications for Construction are incorporated as part of these bidding documents and shall govern except as provided in the Invitation to Bid, Instructions to Bidders and General Conditions, and Proposal. Reference to the Department or Commission in the Michigan Department of Transportation 2012 Standard Specifications for Construction shall for this project mean the Board of County Road Commissioners of the County of Monroe, hereinafter referred to as "Board", unless otherwise specified.

CONTRACT ADMINSTRATOR

The Contract Administrator is the Michigan Department of Transportation or Monroe County Road Commission employee directly responsible for inspecting and approving for payment all work performed under this contract.

BIDDER

The Bidder is one who submits a signed bid with the required documentation directly to the Board at the time and place specified.

MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held on Thursday, March 1, 2018 at 10:00 a.m. at the Monroe County Road Commission's office at 840 S. Telegraph Road, Monroe, Michigan, 48161.

BID FORMS

Sealed proposals must be submitted on the bid forms furnished by the Board. The proposal shall be submitted in its entirety (pages 1 through 9) with no modifications or changes except as authorized by an addendum and with no pages removed. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder.

All bids must be in a sealed envelope and clearly marked "**Bid for 2018-2020 State Trunk Line Mowing.**"

OPENING OF BIDS

Bids will be received by the Board at 840 S. Telegraph Road, Monroe, Michigan, 48161 until **10:00 a.m.** local time on **Tuesday, March 6, 2018** at which time they will be publicly opened and read aloud.

REJECTION OF BIDS

The Board reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids and to reject the bid of any Bidder if the Board believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or if the Bidder is unqualified or of doubtful financial ability or fails to meet any pertinent standards or criteria established by the Board. The Board also reserves the right to waive all informalities in any bid should it be deemed in the best interest of the Road Commission to do so. Discrepancies between the multiplication of units of work and the unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

TITLE VI ASSURANCE

The Monroe County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereby notifies all bidders that it assures that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, gender, age, or disability in consideration for an award.

PROHIBITION OF DISCRIMINATION

In accordance with Act No. 453, Public Acts of 1976, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

CONTRACT EXECUTION

The Bidder to whom the Contract is awarded shall, within ten (10) calendar days after notice of award, enter into a written contract with the Board and furnish proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory proof of insurance will be considered cause for annulment of award.

SAFETY REQUIREMENTS

The Contractor is responsible for protecting the life and health of all personnel on the project; the safety and health of the public; and property during the construction of the project in accordance with subsection 104.07.B of the Michigan Department of Transportation 2012 Standard Specifications for Construction. Prior to the commencement of work, the Contractor must submit a written "Construction Safety Program" that outlines the plan and procedures for preventing and mitigating accidents on the project and meeting all health and safety requirements of the contract.

LENGTH OF CONTRACT

The Contract shall be for three (3) seasons commencing on May 31, 2018 and ending on September 30, 2020.

EXTENSION OF CONTRACT

Upon mutual agreement of both parties, the Board may extend the length of the Contract for up to two additional one-year terms. The pricing, terms, and conditions of the original contract will remain the same for any subsequent one-year extensions. Requests for a contract extension must be made in writing to the Contract Administrator by November 1st.

BOARD RESPONSIBILITY

The Board shall not supervise, direct or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions. The Board will not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

- A. Indemnification. The Contractor must hold harmless, indemnify, defend and represent the Board and its officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of performance of the work on this contract. The Contractor will not be responsible for claims that result from the sole negligence or willful acts of said indemnitee.
- B. Workers' Compensation Insurance. The Contractor must carry the necessary Workers' Compensation Insurance and submit a certification that it carries Workers' Compensation to the Board.
- C. Bodily Injury and Property Damage. The Contractor must carry adequate insurance, satisfactory to the Board, to afford protection against all claims for damage to public or private property and

injuries to persons arising out of performance of the work. Copies of completed certificates must be submitted to the Board.

1. General Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

2. Automobile Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury Liability:	
Each Person	\$500,000
Each Occurrence	\$1,000,000

Property Damage Liability:	
Each Occurrence	\$1,000,000

Combined Single Limit for Bodily Injury and Property Damage Liability:	
Each Occurrence	\$2,000,000

3. Umbrella Policy. The Contractor may meet the requirements of above minimum limits of bodily injury and property damage liability through an umbrella policy.

- D. Additional Insured. The Bodily Injury and Property Damage Policy must include the following endorsements, verbatim:

“Additional Insured: The Board of County Road Commissioners of the County of Monroe, the Monroe County Road Commission and its officers, agents and employees; and the State of Michigan, the State Transportation Commission, the Michigan Department of Transportation, and their officers, agents and employees.”

“Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”

- E. Per Project Aggregate. The Bodily Injury and Property Damage Policy must be endorsed with an endorsement that provides the General Aggregate Limit to each designated construction project.
- F. Notice. The Contractor must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The Contractor must stop operations if any insurance is canceled or reduced, and must not resume operations until new issuance is in force.
- G. Reports. The Contractor or insurance carrier shall report to the Board any claims received, inspections made and the disposition of claims. The Board will withhold final payment release until either the Contractor pays the claim or until final disposition of the claim by the Contractor's insurance company has been received by the Board.

SPECIFICATIONS

All work shall be in accordance with the Supplemental Specifications for Roadside Mowing attached to the proposal.

COMMUNICATIONS

Any questions regarding this bid shall be directed to the person listed below:

Name: Christine Herron
Phone: 734-240-5109
Email: CHerron@mrcr-mi.org

**MONROE COUNTY ROAD COMMISSION
UNIT PRICE CONTRACT
2018-2020 STATE TRUNK LINE MOWING**

TO: Board of County Road Commissioners of Monroe County, Michigan

The undersigned, having full knowledge of the proposal and specifications for the **2018-2020 State Trunk Line Mowing** contract including Bidders' Addenda 1 and the conditions of these Contract Documents, hereby agrees to furnish all labor, equipment, and incidentals necessary to perform the Work as specified in the Instructions to Bidders and General Provisions at the unit prices named below:

BASE BID				
Item Description	Annual Quantity	Unit	Unit Price	Annual Bid Amount
Roadside Mowing, Freeway ¹	608	Acre	\$	\$
Roadside Mowing, M-Route ²	566	Acre	\$	\$
Annual Base Bid Total =				\$

OPTIONAL BID ITEMS				
(The following items of work will be used at the discretion of the Contract Administrator and may not be performed.)				
Item Description	Annual Quantity	Unit	Unit Price	Annual Bid Amount
Additional Width Mowing, Freeway ³	768	Acre	\$	\$
Optional Roadside Mowing, Freeway ⁴	608	Acre	\$	\$
Optional Roadside Mowing, M-Route ⁵	19	Acre	\$	\$
Brush Clearing	25	Acre	\$	\$
Optional Litter Removal ⁶	984	Acre	\$	\$
Annual Optional Items Bid Total =				\$

Notes:

- ¹ The annual quantity for Roadside Mowing, Freeway is based on one cycle on the freeways and ramps (I-75, I-275 and US-23).
- ² The annual quantity for Roadside Mowing, M-Route is based on two cycles on the M-Routes (I-75 Connector, M-50, M-125, US-24, US-24 Connector, US-223 and Memorial Highway).
- ³ The annual quantity for Additional Width Mowing, Freeway is based on two cycles on the freeways and ramps (I-75, I-275 and US-23).
- ⁴ The annual quantity for Optional Roadside Mowing, Freeway is based one additional cycle on the freeways and ramps (I-75, I-275 and US-23).
- ⁵ The annual quantity for Optional Roadside Mowing, M-Route is for a third cycle on M-50 in front of the Monroe County Fairgrounds.
- ⁶ The annual quantity for Optional Litter Removal is based on one litter removal cycle on the freeways and ramps (I-75, I-275 and US-23).

Contractor Signature: _____

Printed Name and Title: _____

Communications concerning this Bid shall be addressed to the Bidder's representative.

Name of Representative: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

The terms used in this Bid, which are defined in subsection 101.03 of the Michigan Department of Transportation 2012 Standard Specifications of the Construction, have the meanings assigned to them in the Standard Specifications for Construction.

SUBMITTED on: _____, 2018

If Bidder is:

An Individual

By: _____ (SEAL)
Individual's Name

Doing Business As: _____

Business Address: _____

Phone No: _____

A Partnership

By: _____ (SEAL)
Firm Name

General Partner

Business Address: _____

Phone No.: _____

A Corporation

By: _____ (Corporate SEAL)
Corporate Seal

State of Incorporation

By: _____
Name of Person Authorized to Sign

Title

Business Address: _____

Phone No.: _____

A Joint Venture

By: _____
Name

Business Address: _____

Phone No.: _____

By: _____
Name

Business Address: _____

Phone No.: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

2018-2020 STATE TRUNK LINE MOWING

PROPOSAL ATTACHMENTS

1. Supplemental Specifications for Roadside Mowing

SUPPLEMENTAL SPECIFICATIONS
FOR
ROADSIDE MOWING

MCRC:MLS

1 of 14

03-02-18

I. ADMINISTRATIVE PROCEDURES

Definitions

Contract Administrator: The Michigan Department of Transportation or Monroe County Road Commission employee directly responsible for inspecting and approving for payment all work performed under this contract.

Contractor: A vendor that has been awarded a contract by the Department for roadside mowing.

Department: The Michigan Department of Transportation.

Median: Portion of a divided highway separating the traveled roadways.

Roadside: The portion of the road right-of-way outside the roadway.

Roadway: The paved traffic lanes and the paved or unpaved shoulders.

Vendor: A business that has bid for, but has not yet been awarded, a contract with the Michigan Department of Transportation.

Pre-Bid Instructions

It is mandatory that each vendor familiarize themselves with the project through a field review and review of these contract specifications. Interested vendors shall attend a **mandatory** Pre-Bid Meeting on **Thursday, March 1, 2018 at 10:00 a.m.** at the Monroe County Road Commission, 840 S. Telegraph Road, Monroe, MI 48161.

The Contract Administrator is Ed Shinevarre. He can be contacted at (734) 240-5153, Monday through Friday, between the hours of 7:00 a.m. and 3:00 p.m.

Detailed Progress Schedule

The contract shall be for three seasons commencing on May 31, 2018 and ending on September 30, 2020. Work must be performed in accordance with the progress schedule submitted at the Pre-Maintenance Meeting and described below. The first failure to complete work as defined in the progress schedule, without prior approval to adjust the schedule from the Contract Administrator, may result in a Complaint to Vendor and a meeting with the Contractor to insure corrective action. The second such failure will result in termination of the contract. The progress schedule must address all work to be completed when multiple contracts are awarded to the same vendor, including work performed as a contractor for a local unit of government.

Pre-Maintenance Meeting

After the low bid has been determined, a meeting with the vendor, MDOT Maintenance Coordinator and Contract Administrator will be held at a location designated by the Department. The purpose of the meeting will be for the vendor to present the following required detailed information to the

Department for review prior to the award of the contract.

- A. Equipment list indicating description, age, manufacturer, model, and serial number of each piece. Equipment must meet or exceed all requirements defined under the "Equipment Requirements" section of this document. All equipment must be in the vendor's possession, available for use and fully operational, prior to the Pre-Maintenance meeting. The vendor must provide an equipment list and any lease contracts at the Pre-Maintenance Meeting.
- B. Schedule of operations - personnel and hours.
- C. Name(s) of supervisors, 24-hour contact telephone numbers, and best contact times.
- D. Progress schedule listing locations where mowing will occur including a schedule of miles or acres to be mowed each day. Equipment failure will not constitute an acceptable reason for deviating from the progress schedule. This schedule must be approved by the Department at the Pre-Maintenance Meeting. Adjustments to this schedule including any weather-related deviations must be approved by the Contract Administrator.
- E. Safety Program, including traffic control plan.
- F. Name and location of Class II disposal site for litter.
- G. Proof of Insurance as defined in the Standard Terms and Conditions attached to this document must be provided to the Purchasing Unit prior to the Pre-Maintenance Meeting.
- H. A list of current contracts and future prospective bids.

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

Rejecting Bids

The Department retains the right to reject any or all bids, to waive technicalities, to request new proposals or to proceed to do the work otherwise, if the best interest of the Department will be promoted thereby. The exercise of said right will not result or entitle vendors to costs for the preparation of the bid proposal or anticipated profits if the contract had been awarded to them.

Vendors who cannot demonstrate the ability to perform the work according to these specifications will have their bid rejected, and the contract will be awarded to the next lowest responsible bidder.

Vendors who, in the opinion of the Department, do not have proper and/or sufficient equipment and personnel to do the work within the specified time limits will have their bid rejected, and the contract will be awarded to the next lowest responsible bidder who can demonstrate the ability to perform the work.

Multiple Contracts Awarded to the Same Vendor

If a vendor is the low bidder on more than one contract, including contracts with local units of government, the vendor shall demonstrate that sufficient tractors are available for each contract as described above. The vendor must therefore provide a detailed equipment list that includes, for each piece of equipment to be used on contracts with the Department, the year of manufacture, manufacturer's name, model name and serial number and any lease contracts when applicable. This

documentation must be furnished to the Purchasing Unit prior to any contract award. The Department reserves the right to inspect the vendor's equipment prior to the contract award and at any time throughout the duration of this contract. The Department reserves the right to restrict the number of contracts awarded to a single vendor based on the ability of the contractor to satisfactorily perform contract work within contract time limits.

II. REQUIREMENTS

Description of Work

The Contractor will perform roadside mowing operations on all state trunk lines in Monroe County. The activities required will include, as directed by the Contract Administrator, litter removal and disposal prior to mowing operations, roadside mowing, clear vision mowing, hand trimming, and traffic control. The areas defined shall be mowed one time with up to two optional mowing cycles during the mowing season. MDOT in most years only mows one cycle on freeways and two cycles on non-freeway M-Routes. Vegetation as used in this contract refers to grass, weeds, and small woody plants. The Contractor shall trim grass and/or vegetation around signs, bridge abutments, piers, landscape areas, steel-faced guardrail runs less than 200 feet in length and other appurtenances that cannot be reached with the larger equipment. This includes the area along the concrete barrier walls that have grass areas on either side or between barrier walls and guardrails that have vegetation growing within the confines of the structures.

During roadside mowing operations, all freeway ramp areas, connecting street intersections, and special site restriction areas shall be mowed and trimmed as directed by the Contract Administrator. On non-freeway mowing routes, all clear vision areas are to be mowed as directed by the Contract Administrator. These areas are easily visible from years of previous mowing and some intersections have right of way fences delineating the clear vision area. All ramp and clear vision mowing will be paid at the Roadside Mowing unit price.

Mowing Schedule

The Contractor shall be notified by the Contract Administrator when and where to begin each mowing cycle, typically at least two weeks prior to commencing. The Contractor shall have 30 working days from the agreed upon start date to complete each cycle. The Contractor is responsible to notify the Contract Administrator via e-mail or phone before starting work and during mowing operations on a daily basis to identify the scheduled mowing areas. The mowing start date will be determined by the Contract Administrator. Mowing will begin when the grass has reached an average height of 12 inches. Based on historical experience, the approximate starting dates of each cycle are as follows:

- 1st mowing cycle: May 31st to June 30th
- 2nd mowing cycle: August 30th to September 30th

The Contract Administrator may make adjustments in the mowing dates when unusual conditions are experienced.

Roadside Mowing

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

Clear Vision Mowing

During roadside mowing operations, all clear vision areas shall be mowed as directed by the Contract Administrator. Clear vision mowing is located at the end of entrance and exit ramps, at intersections and adjacent to intersecting streets. Clear vision areas are easily visible from years of previous mowing and some intersections have right-of-way fences delineating the clear vision area. All clear vision mowing will be measured and paid for as the roadside mowing item of work.

Additional Width Mowing

Additional width mowing is any mowing located outside the areas designated as roadside mowing and typically consists of tall grasses, weeds and possibly wetland plants such as cattails. Additional width mowing will be performed in areas that were previously cleared of debris and brush to facilitate access to drainage ditches so maintenance can be performed on the ditches and culverts. The purpose of the additional width mowing is to prevent regrowth of brush, and the additional width mowing will only be performed if directed by the Contract Administrator. If debris or litter is present, it must be removed before the mowing operation is performed. The additional width mowing can typically be performed with same equipment used for the roadside mowing operation.

Brush Clearing

Brush clearing consists of mowing and/or mulching tall grasses and weeds, scrub vegetation and small trees up to 5 inches in diameter. Brush clearing will be used to clear overgrown vegetation from freeway interchanges as requested by the Contract Administrator.

Equipment Requirements

General

The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform the sweeping operation in an approved, safe, workmanlike manner without hindrance, delay or damage to the roadside.

Type of Equipment

The equipment must be commercially available, in good repair, and shall be maintained to produce a clean, sharp cut to the grass at all times. Equipment that in any way pulls or rips grass, or damages the turf, shall not be allowed. All equipment shall be of such type to permit the height of cut to be adjusted to approximately 5 inches.

Flat Areas

Tractors used for flat area mowing shall have a minimum of 55 horsepower per tractor at the power takeoff (PTO) and be capable of cutting a width of 12 feet in a single pass. Tractors shall be equipped to provide the power to the mowing attachment. Tractors used for trim mowing shall have a minimum of 30 horsepower at the power take-off and be capable of cutting a width of no less than 5 feet in single pass. The tractor shall be equipped to provide the power to the mowing attachment. A minimum of one (1) production mower and one (1) trim mower, as described above, to be used concurrently within the contract area, will be required per 250 acres of mowing as specified in the mowing quantities.

Boom mowers with a minimum horizontal reach of 20 feet shall be used for trim mowing on M-50, M-125, US-24, US-24 Connector, US-223 and Memorial Highway.

Clear Vision Areas

Equipment utilized for flat area mowing shall be utilized for clear vision area mowing; however, individual site conditions will dictate which type of equipment can be used.

Brush Areas

A skid steer loader with a forestry mulching attachment capable of mulching small trees up to 5 inches in diameter shall be utilized for brush clearing. For smaller size brush, a tractor-mounted brush hog may be used.

Safety

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

Riding equipment shall be equipped with commercial type flashing amber lights plainly visible from 360 degrees in all directions. Flashers shall have a minimum of 32 candlepower output and flash 50 to 60 times per minute. Under no circumstances shall the Department be responsible for any damage to the Contractor's equipment due to obstacles encountered.

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

Other Power Equipment

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

Methods of Treatment

This contract area is designated as an Urban Area, and all medians shall be mowed full width.

A fifteen (15) foot wide strip will be mowed adjacent to the outside shoulders in all roadside mowing areas unless restricted by the ditch. Clear vision areas within interchanges will be mowed completely as directed by the Contract Administrator.

Intersecting local roads will be mowed a minimum of 15 feet from the edge of the shoulder or to the top of the back bank, whichever is less, to a minimum distance of 100 feet from the state trunk line road to ensure adequate clear vision at the intersection. If heavy brush or other obstructions prohibit mowing to 15 feet from the edge of the shoulder or to the top of the back bank, the Contractor shall mow as far as reasonably possible.

If directed by the Contract Administrator, additional width mowing consisting of an additional fifteen (15) foot wide strip will be mowed along the freeways (I-75, I-275 and US-23) and ramps for a total mowing width of thirty (30) feet from the edge of the shoulder. The additional width mowing is optional and may not be performed.

Two days prior to the start of mowing, the Contractor shall notify the Contract Administrator. The Contractor and Contract Administrator shall make a joint visual inspection of all specified mowing areas both prior to and upon completion of mowing operation. The Contractor shall also notify the Contract Administrator during mowing operations to report the work progress. The inspection is for the purpose of acceptance of completed work and documenting the existing damage to turf, guardrails, delineator posts, signage, light fixtures, etc. and those caused by the Contractor's mowing operations. This inspection may be videotaped.

Mowing shall be completed in successive segments typically from ramp interchange to ramp interchange on freeways or maintenance turnarounds in the median should the distance between ramps be more than what can be completely mowed in one workday to insure uniform turf appearance upon completion of the workday. Both directions of the freeway shall be mowed simultaneously. Mowing operations, once initiated, shall continue until all designated mowing is completed including multiple contracts awarded to the same Contractor. Only adverse weather conditions shall be cause to delay completion of each mowing.

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

All vegetation in mowing areas shall be cut to a height of five (5) inches to avoid scalping the turf. It is not necessary for the Contractor to remove grass clippings.

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

Trimming shall be performed by mechanical or hand method around all obstructions, such as signs supports, delineators, guard posts, guardrail sections, cable guardrail, utility poles, piers, abutments, structures and landscaping (trees, shrubs, etc.) that may be within the designated mowing areas. Certain areas to be mowed may contain survey stakes, which must not be disturbed. Hand trimming shall be required around them.

Grass areas that are saturated with water during certain periods of the year to the point where equipment may not be used without extensive damage to the turf, shall not be mowed at that particular time, but shall be mowed later when the areas are dry. Payment shall be for the applicable work item.

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

The mowing contractor shall notify the Contract Administrator of any issues or concerns noticed during the mowing operation such as washouts or sinkholes or any other type of discrepancy encountered during the scope of this contract. It has been our observation that, in the course of the mowing operation, it is the mower operator that may come across abnormalities within the right-of-way that otherwise would be difficult to see during roadway inspections from the driving lane. MDOT expects our contractors performing work within the right-of-way to report any issues that they may come across to the Contract Administrator.

Litter Removal and Disposal

All litter shall be picked up ahead of mowing operation. Litter includes, but is not limited to, paper, cardboard, Styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, car parts, pallets, sheet metal, furniture, etc. as may be found on the roadside. The Contractor shall provide an adequate supply of heavy-duty bags (approved by MDOT), and deposit litter and debris in the bags in a secure manner. The bags shall be tied and placed in piles, along with objects too large to bag, in a safe and secure place. It shall be the Contractor's responsibility to haul away the debris. All costs associated with litter removal, disposal or refuse, and associated costs are the responsibility of the Contractor. Litter and debris shall be removed from the right-of-way within twenty-four hours of being collected.

All refuse shall be disposed of in a Class II licensed landfill. Proof of proper disposal shall be provided

to the Contract Administrator upon request. The Contractor will not be responsible for disposal of suspected hazardous materials discovered during the course of this work. Discovery of suspected hazardous materials shall immediately be reported to the Contract Administrator.

Optional Litter Removal

Between mowing cycles, MDOT reserves the right to have the Contractor perform optional litter removal anywhere within the contract area as specified by the Contract Administrator. The optional litter removal will be paid at the unit price per acre that the vendor quotes for this item of work on the bid sheet. This item would typically be used on the freeways (I-75, I-275 and US-23). The optional litter removal shall only be performed if requested by the Contract Administrator.

Maintaining Traffic

Traffic shall be maintained in accordance with the current Michigan Department of Transportation (MDOT) Standard Specifications for Construction and the current Michigan Manual of Uniform Traffic Control Devices (MMUTCD). Advance signing and backup vehicle(s) may be required at times to safely transport the mowers from one location to another location.

All mowing operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede trunk line traffic. The Contractor shall not operate mowing equipment on the roadway or in a manner that requires crossing the roadway in an unsafe manner.

All equipment not in use may be temporarily parked on limited access freeway right-of-way, but not closer than 30 feet from the traveled roadway. Equipment may not be temporarily parked on free access roadways except at those locations designated by the Contract Administrator.

If a vehicle (service, transport, etc.) remains stationary on the shoulder for more than 15 minutes, a standard 48" x 48" Road Work Ahead sign (W21-4) is required to be placed as stated in the current MMUTCD. Any vehicle on the shoulder shall have flashing or rotating lights or lighted arrow panel (Type A or B) operated in the bar mode.

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

The MDOT 2012 Standard Specifications for Construction and MMUTCD can be obtained from the following:

- o 2012 Standard Specifications for Construction - <https://mdotcf.state.mi.us/public/specbook/2012/>
- o MMUTCD - https://mdotcf.state.mi.us/public/tands/Details_Web/mmutcdcompleteinteractive_2017.pdf

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

Safety

The Contractor shall comply with all federal, state and local laws and regulations, including those governing environmental protection and the furnishing and use of all safeguards, safety devices and protective equipment. The Contractor shall take any other actions, on either his/her own responsibility

or as directed by the Contract Administrator, reasonably necessary to protect the safety and health of employees on the job and the public and to protect property during the performance of the project. All employees shall wear a safety vest, hearing and eye protection, and protective toe footwear while performing their duties.

Days and Hours of Operation

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

Damages

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

The Contractor shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the Contract Administrator. Damage to traffic control devices (signs) shall be reported to the Contract Administrator immediately.

Damage to desirable natural growth, shrubs, trees and turf areas including, but not limited to, skinning, scraping or gouging of trees and shrubs; ruts and deep wheel depressions on turf areas; and ruts, deep wheel depressions and wheel slipping damage on slope areas caused by the Contractor through negligence shall be repaired and paid for by the Contractor to the satisfaction of the Contract Administrator.

Turf damage repairs shall be made by the Contractor according to the current MDOT Standard Specifications for Construction and as herein specified. Only friable topsoil from a commercial source shall be used to fill any depressions or ruts prior to seeding. Seeding will only be allowed during the seasonal limitation periods.

All landscape plant material damaged by the Contractor shall be replaced in kind according to the current MDOT Standard Specifications for Construction and as herein specified. Planting may only be done in the spring and prior to May 10. All replacement plants must be maintained during the specified establishment period. Payment for work performed may be withheld until satisfactory repairs have been made. If repairs are made by MDOT, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the Contractor.

Deletion of Work

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

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

Protection of Property, Workers and Public

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

Multiple Contracts Awarded to the Same Vendor

If a Contractor is awarded more than one Contract, including contracts with local units of government, the Contractor shall demonstrate that sufficient equipment will be available for each contract. The Contractor must provide a detailed equipment list that includes each piece of equipment to be used on Contracts with MDOT. The equipment list shall include the year of manufacture, manufacturer's name, model name, and serial number and any equipment lease contracts where applicable. This documentation must be furnished to Purchasing Operations and/or the Contract Administrator prior to the Contract start date. 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.

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

Detailed Progress Schedule

The first failure to complete work as defined in the progress schedule without prior approval to adjust the schedule from the Contract Administrator shall result in a Vendor Performance Evaluation being issued and a meeting with the Contractor to insure corrective action. The second failure will 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 contractor for a local unit of government

III. GENERAL CONDITIONS**Work Approval**

During the period of mowing operations, the Contractor shall consult the Contract Administrator 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.

Default

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

1. The Contract Administrator at the time of the first occurrence of noncompliance shall notify the Contractor and review the condition. If the condition poses a health or safety hazard or represents a significant deviation from the progress schedule or specifications without prior written approval, the Contract Administrator will prepare a Complaint to Vendor Form. The Contractor will be informed in writing of the corrective action required.

2. Should a second non-acceptable condition occur, subsequent to a previous Complaint to Vendor Form being issued, a written notice of termination will be sent to the Contractor.

Noncompliance includes but is not limited to:

1. Failure of the Contractor to meet the requirements specified in the progress schedule without prior approval of the Contract Administrator.
2. Failure of the Contractor to perform in accordance with any of the specifications defined above.

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

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 **\$500** per day for each day Contractor fails to remedy the late or improper completion of the Work.

The completion dates may be adjusted through mutual agreement between the Contractor and Contract Administrator when unusual conditions are experienced.

Coordination Clause

Contracts for landscaping, herbicide spraying or other work may be in progress during the time of this contract. Areas to be treated by herbicide spraying shall not be mowed for 72 hours before treatment or 48 hours after treatment. The Contractor shall coordinate his/her work activities with existing or future work performed by MDOT through coordination with the Contract Administrator.

Subcontracting

Subcontracting will not be allowed on this contract.

IV. PAYMENT

Measurement

The mowing items of work will be measured by area in acres for each cycle of mowing completed. The unit price for each mowing item of work includes the cost of the following:

1. Picking up litter prior to mowing;
2. Disposing of litter at a licensed Class II landfill;
3. Mowing vegetation within the designated roadside and clear vision mowing areas;
4. Mowing on intersecting local roads to a minimum distance of 100 feet from the state trunk line road;
5. Mowing in front of and behind any guardrail within the designated mowing areas;
6. Trimming around all obstructions within the designated mowing areas; and
7. Providing labor, equipment and devices for traffic control.

Any area that cannot be mowed during a mowing cycle because of flooding or construction activities

will be deducted from the payment quantity.

Brush Clearing will be measured by area in acres with a minimum payment quantity of ten (10) acres per mobilization. The unit price for **Brush Clearing** includes the cost of the following:

1. Picking up litter prior to brush clearing;
2. Disposing of litter at a licensed Class II landfill; and
3. Mowing and/or mulching tall grasses and weeds, scrub vegetation and small trees up to 5 inches in diameter.

Optional Litter Removal will be measured by area in acres. The unit price for **Optional Litter Removal** includes the cost of the following:

1. Picking up litter; and
2. Disposing of litter at a licensed Class II landfill.

Payment

The Contractor shall invoice the Monroe County Road Commission for their work on the contract. Each invoice shall contain, at a minimum, the following information: date(s) of service, routes mowed, item(s) of work, quantities of work completed for each route, contract unit price(s) and total invoice amount.

The original invoice shall be sent to:

Finance Department
Monroe County Road Commission
840 S. Telegraph Road
Monroe, MI 48161

Email: MCRC-Finance@mcrc-mi.org

The invoice shall reference the appropriate purchase order number and shall contain, if applicable, adjustments for additions, deletions, or changes in service. The Monroe County Road Commission will pay the billed amount in accordance with the bid unit price and the payment terms specified in the purchase order which are net 30 days after the later of: A) the invoice date or B) the date the Contract Administrator certifies the invoice indicative of satisfactory completion of sweeping during the period.

LOCATIONS

Route	Description	Length (Miles)	Mowing Width (Ft)	Mowing Area per Cycle (Acre)	Cycles per Year	Annual Mowing Area (Acres)
I-75	Ohio state line to Wayne County line. Includes all ramps, clear vision areas, and behind guardrail within the 15' swath. Median to be mowed full width. Hand trim around signs and delineators within the 15' swath.	26.76	15 + Medians	199	1	199
I-75	Ohio state line to Wayne County line. Additional 15' wide swath along mainline, ramps, and divided median (OPTIONAL ADDITIONAL WIDTH MOWING)	26.76	15	160	1	160
I-275	I-75 to Wayne County line. Includes all ramps, clear vision, and behind guardrail within the 15' swath. Also includes additional area at Carleton rest area and Carleton Rockwood carpool lot. Median to be mowed full width. Hand trim around signs and delineators within the 15' swath.	8.49	15 + Medians	132	1	132
I-275	I-75 to Wayne County line. Additional 15' wide swath along mainline, ramps, and divided median (OPTIONAL ADDITIONAL WIDTH MOWING)	8.49	15	47	1	47
US-23	Ohio state line to Washtenaw County line. Includes all ramps, clear vision areas, and behind guardrail within the 15' swath. Median to be mowed full width. Hand trim around signs and delineators within the 15' swath.	25.54	15 + Medians	277	1	277
US-23	Ohio state line to Washtenaw County line. Additional 15' wide swath along mainline, ramps, and divided median (OPTIONAL ADDITIONAL WIDTH MOWING)	25.54	15	177	1	177
I-75 Conn.	I-75 Connector (Summit Street) from I-75 to M-125. Includes all clear vision areas and behind guardrail within the 15' swath. Median to be mowed full width. Hand trim around signs and delineators within the 15' swath.	2.73	15 + Medians	14	2	28
M-50	Lenawee County line to Cabela's and Dundee east village limit to Westwood. Includes clear vision areas and behind guardrail within the 15' swath. Also includes behind guardrail west of Ann Arbor Railroad in Dundee. Median to be mowed full width. Hand trim around signs and delineators within the 15' swath.	15.85	15 + Medians	68	2	136

M-50	2,000' W. of Raisinville to Westwood. Includes all clear vision areas and behind guardrail within the 15' swath. Median to be mowed full width. Hand trim around signs and delineators within the 15' swath. (OPTIONAL THIRD CYCLE PRIOR TO MONROE COUNTY FAIR)	2.28	15 + Medians	19	1	19
M-125	Ohio state line to Jones and Stewart to US-24. Includes all clear vision areas and behind guardrail within the 15' swath. Hand trim around signs and delineators within the 15' swath.	14.08	15	64	2	128
US-24	Ohio state line to Dunbar and LaSalle to Wayne County line. Includes all clear vision areas and behind guardrail within the 15' swath. Hand trim around signs and delineators within the 15' swath.	24.14	15	97	2	194
US-24 Conn.	US-24 Connector (Luna Pier Road) from US-24 to M-125. Includes all clear vision areas and behind guardrail within the 15' swath. Hand trim around signs and delineators within the 15' swath.	0.57	15	3	2	6
US-223	Lenawee County line to US-23. Includes all clear vision areas and behind guardrail within the 15' swath. Hand trim around signs and delineators within the 15' swath.	4.20	15	16	2	32
Memorial Highway	Memorial Highway from Ohio state line to US-223. Includes all clear vision areas and behind guardrail within the 15' swath. Hand trim around signs and delineators within the 15' swath.	5.74	15	21	2	42

BASE BID – ANNUAL MOWING QUANTITIES BY ROUTE AND CYCLE

ROUTE	CYCLE	ROADSIDE MOWING, FREEWAY (ACRES)	ROADSIDE MOWING, M-ROUTE (ACRES)	ADDITIONAL WIDTH MOWING, FREEWAY (ACRES)
I-75	1 st	199		
I-275	1 st	132		
US-23	1 st	277		
I-75 Connector	1 st		14	
M-50	1 st		68	
M-125	1 st		64	
US-24	1 st		97	
US-24 Connector	1 st		3	
US-223	1 st		16	
Memorial Highway	1 st		21	
I-75 Connector	2 nd		14	
M-50	2 nd		68	
M-125	2 nd		64	
US-24	2 nd		97	
US-24 Connector	2 nd		3	
US-223	2 nd		16	
Memorial Highway	2 nd		21	
TOTALS		608	566	0

OPTIONAL BID ITEMS - ANNUAL MOWING QUANTITIES BY ROUTE AND CYCLE

ROUTE	CYCLE	ROADSIDE MOWING, FREEWAY (ACRES)	ROADSIDE MOWING, M-ROUTE (ACRES)	ADDITIONAL WIDTH MOWING, FREEWAY (ACRES)
I-75	1 st			160
I-75	2 nd	199		160
I-275	1 st			47
I-275	2 nd	132		47
US-23	1 st			177
US-23	2 nd	277		177
M-50 (near fairgrounds)	3 rd		19	
TOTALS		608	19	768