

**CALHOUN COUNTY ROAD COMMISSION
SUPPLEMENTAL SPECIFICATIONS FOR ROADSIDE MOWING
OF FREEWAYS & M Roads**

I. ADMINISTRATIVE PROCEDURES

DEFINITIONS

The Commission refers to the Calhoun County Road Commission

Vendor refers to any business entity, which had bid but has not yet been awarded a contract with the Calhoun County Road Commission for roadside mowing of freeways.

Contractor refers to a vendor as defined above which has been awarded a contract by the Commission for roadside mowing of freeways.

Contract Administrator refers to the Calhoun County Road Commission employee directly responsible for inspecting and approving for payment all work performed under this contract.

Bid Submittal Deadline

The Bid Submittal Deadline is Thursday, April 7, 2011. Bids must arrive at the Calhoun County Road Commission, 13300 15 Mile Road, Marshall, MI 49068 by 2:00 P.M.

Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Calhoun County Road Commission Office before the Bid Submittal Deadline.

Special Provision

This shall be a two (2) year contract with the option to extend for two (2) years with mutual agreement between the Commission and the contractor at equal to or less than bid prices.

Bond Requirements

The determined successful bidder shall furnish a satisfactory performance bond and lien bond in the amount of 100 percent of the total contract price whenever the total contract price is \$20,000 or greater. Such bonds shall be on the forms provided by and shall meet the requirements of the Commission; including, but not limited to those pertaining to Powers of Attorney and the requirements specified in the laws of Michigan. The performance and lien bonds must be furnished to the Contract Administrator prior to any contract award and no later than 30 days after the deadline for submission of bids. Failure to provide a timely performance bond will result in awarding the contract to the next lowest responsible bidder.

Detailed Progress Schedule

Work to be performed for a period of 2 years beginning on January 1, 2011 and continuing on until December 31, 2012 with the option to extend for an additional two years. All work will be performed between May 1st and October 31st of each contract year as solely determined by the Calhoun County Road Commission. Work must be performed in accordance with the progress schedule submitted at the Pre-Award Meeting and described below. The first failure to complete work as defined in the progress schedule will result in a complaint to contractor 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 were awarded to the same vendor, including work performed as a subcontractor for a local unit of government.

Pre Award Meeting

After the low bid has been determined, a meeting with that vendor and the Contract Administrator will be held at a location designated by the Commission. The purpose of the meeting will be for that vendor to present the following required detailed information to the Commission for review prior to the award of the contract.

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

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, the contract will be awarded to the next lowest responsible bidder who can demonstrate the ability to perform the work.

Rejecting Bids

The Commission retains the right to reject any or all bids, to waive technicalities, to request new proposals or to proceed to the work otherwise, if the best interest of the Commission 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 has been awarded to them.

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

Rejection for Lack of Proper Equipment

Vendors who bid on this project, and in the opinion of the Commission, do not have proper and/or sufficient equipment and personnel to do the work within the time limits required will be rejected and the next low bidder will be allowed to 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 subcontracts 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 Commission, the year of manufacture, manufacture's name, model name and serial number and any lease contracts when applicable. This documentation must be furnished to the Contract Administrator prior to any contract award. The Commission 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 Commission 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. MOWING

Description of Work

These specifications supplement the 2003 Michigan Department of Transportation (MDOT) Standard Specifications for Construction, which standard specifications are incorporated herein by reference. In case of a conflict between any provision of the standard specifications and the supplemental specifications, the more detailed provisions of the Supplemental Specifications will control. This contract will require litter removal/disposal, routine mowing and contour mowing at interchanges of limited access or divided highways and routine mowing of free access highways. The roadway limits of each type of mowing and approximate acres are listed in the

attachments. The areas defined shall be mowed up to three (3) times during the mowing season according to the following mowing schedule. The second mowing may be deleted by the Contract Administrator.

Mowing Schedule

The contractor shall be notified by the Contract Administrator or designated representative when and where to begin each mowing cycle. The Contractor shall have twenty calendar days from the date of notification to complete each cycle. Mowing will begin when the grass has reached an average height of twelve (12) inches. Based on historical experience, the approximate starting dates of each cycle are as follows:

- 1st Mowing-May 20th - June 5th
- 2nd Mowing-August 1st - August 30th
- 3rd Mowing-October 1st - October 20th

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

Scope of Work

Michigan Avenue, Calhoun County, East limits Marshall City, West to C Drive North

M-99, Calhoun County, South limits Village of Homer, South-to-South County Line Road.

M-60, Calhoun, Branch, and St. Joseph Counties, East limits Van Wert Road, West limits M-66 South just east of Mendon.

M-66, Calhoun County, North limits M-78 Barry County Line, South limits M-60-excludes Battle Creek City.

I-94 (Business Loop) Exit 92 Calhoun County, From Dickman Road. South to I-94 and all ramps.

I-69, Calhoun County, North limits South Eaton County Line. South limits North Branch County Line. Truck Parking Area – Old Tekonsha Rest Area Northbound North of M-60.

All routes include interchanges and ramps.

The proposed work covers litter pickup and disposal from the mowed areas prior to each mowing, mowing as specified on the designated routes, mowing clear vision areas and triangle islands at locations designated at the Pre-Bid meeting as described in these specifications. The work shall be done in accordance with all the terms of this contract, including the Supplemental Specifications contained within this contract and the heading therein entitled "Methods of Treatment." Vegetation as used in this contract refers to grass, weeds, and small woody plants.

Equipment Requirements

General

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

Type of Equipment

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

Safety

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

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

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

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

Year 2011 thru 2012 Spring cycle 417 Acres, Fall cycle 437 Acres

Mowing of the wild flowers at the M-66/I-94 Interchange will only take place in the Fall cycle in October.

The only median that will be mowed during this contract will be on M-66 from just south of Beckley Road North to Dickman Road all cycles.

**Mowing for 2011 and 2012 includes twelve (12) feet outside shoulder and twelve (12) feet inside shoulder where the median width is greater than seventy (70) feet.

**Mowing for 2011 and beyond includes twelve (12) feet outside of the shoulder and twelve (12) feet inside shoulder where the median width is greater than fifty feet. Mow the entire median for widths less than fifty (50) feet.

**Mow all two lane roads twelve (12) foot widths (both sides) and mow all clear vision area per Contract Administrator.

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

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

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

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

All vegetation in mowing areas shall be cut to a height of five inches. It is not necessary for the contractor to remove grass clippings. The contractor shall, at all times, provide satisfactory equipment and a force of qualified sufficient workers, in the opinion of the Contract Administrator or designated representative, to perform the litter pickup, mowing and related activities on a timely basis.

Mowing operations shall be performed in swaths parallel to the roadway in the direction of traffic. The Contract Administrator or designated representative may make adjustments in the mowing dates when unusual conditions are experienced.

Litter Removal/Disposal

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

Maintaining Traffic

Traffic shall be maintained in accordance with the 2003 Michigan Department of Transportation (MDOT) Standard Specifications for Construction and the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) 2005 edition. 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 moving equipment on the roadway or in a manner that requires unnecessary crossing of the roadway. All equipment not in use may be temporarily parked on limited access freeway right-of-way but not within the median or closer than 30 feet from the traveled roadway. Equipment may not be temporarily parked on free access roadways except at those locations designated by the Contract Administrator or designated representative.

No signing is required unless a contractor's vehicle(s) remains stationary on the shoulder for more than 15 minutes. If a vehicle (service vehicle, transport vehicle, etc.) remains stationary for more than 15 minutes, a standard 48 inch X 48 inch road work ahead sign (W21-4) is required to be placed within 500 feet of the vehicle. Any vehicle on the shoulder shall have flashing or rotating lights or lighted arrow panel (Types A or B) operated in the bar mode as specified in the 2003 MDOT Standard Specifications for Construction.

A copy of the MDOT 2003 Standard Specifications for Construction and MMUTCD can be obtained from the following:

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

Public Convenience and Safety

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

Days/Hours of Operation

All work included in this contract shall be performed during daylight hours only. No work shall be allowed on weekends unless prior approval is obtained from the Contract Administrator or designated representative. Work shall not be permitted during holiday periods in accordance with the 2003 MDOT Standard Specifications for Construction.

Damages

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

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

contractor through negligence shall be repaired to the satisfaction of the Contract Administrator or designated representative as further described below.

Turf damage repairs shall be made by the contractor in accordance with the 2003 MDOT Standard Specifications for Construction and as herein specified. Only friable topsoil from a commercial source shall be used to fill any depressions, ruts, etc. prior to seeding. Seeding will only be allowed during the seasonal limitation periods.

All landscape plant material damaged by the contractor shall be replaced in kind according to the 2003 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 are made. If repairs are made by the Commission, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the contractor.

Taxes

The contractor shall include and be deemed to have included in his/her bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

Deletion of Work

The Commission may delete all or any portions of the contract that cannot be completed in conformity with the progress schedule or a reasonable extension. The Commission may also delete portions of the contract that show no need for mowing due to growing conditions.

If the contract is terminated, or portions thereof deleted, payment will be made for all satisfactorily completed work at the contract unit price.

III. GENERAL CONDITIONS

Work Approval

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

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 representative reveals that the contractor's work results in non-compliance with this contract.

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

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

Noncompliance includes but is not limited to:

1. Failure of the contractor to mow the number of acres or miles per day specified in the Progress schedule submitted at the Pre-Award Meeting and approved by the Commission.
2. Failure of the contractor to mow in accordance with any of the specification defined above.

The Calhoun County Road Commission reserves the right to bill contractor for any damages due to the default of the contractor.

Coordinating Clause

Contract for landscaping, weed spraying or other work, may be in progress during the time of this contract. Areas to be treated by weed spraying shall not be mowed for 72 hours before treatment or 48 hours after treatment. The Contractor shall coordinate his/her work activities with existing or future work performed by the Commission through close coordination with the Contract Administrator or his representative. Mowing dates may be adjusted through mutual agreement between the contractor and Contract Administrator or designated representative when unusual conditions are experienced.

Subcontracting

No subcontracting will be allowed on this project.

IV. PAYMENT

Method of Measurement and Basis for Payment

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

Method of Payment

The contractor shall furnish an invoice in duplicate, for services rendered for each bi-weekly period. The purchase order number should be noted on the invoice and sent in duplicate to the Calhoun County Road Commission Accounting Department:

Calhoun County Road Commission
Attn: Accounting Department
13300 Fifteen Mile Road
Marshall, MI 49068

The second invoice (copy) shall be sent to the Contact Administrator:

Paul Adams
Calhoun County Road Commission
13300 Fifteen Mile Road
Marshall, MI 49068

If your company prefers, invoices can be e-mailed to jforshey@calhouncrc.net. Please contact Jill Forshey to set up your account.

The invoice shall contain, if applicable, adjustments for additions, deletions of change in service. The Calhoun County Road Commission will pay the invoice amount in accordance with any bid contract price and their payment schedule. Payment may be delayed up to 30 days after submittal of bill.

Please complete the enclosed forms to assist the accounting department:

- W-9, Request for Taxpayer Identification Number and Certification
- Vendor Information

The Michigan Sales and Use Tax Certificate of Exemption are enclosed for your information.