

**SPECIFICATIONS FOR CONTRACT
BIRCH LAKE ROADSIDE PARK MAINTENANCE**

It is the intent of the Antrim County Road Commission (ACRC) to subcontract for services to maintain the specified Michigan Department of Transportation (MDOT) park according to the following specifications.

I. DESCRIPTION

The work consists of furnishing all labor, specified equipment, materials and supplies necessary for: (1) janitorial cleaning of buildings, grounds litter pickup, spring and fall leaf raking and cleanup (disposal included), trash removal & disposal and (2) providing approximately 20 lawn maintenance cycles per year at the listed roadside park according to the following specifications.

II. SUBCONTRACT PERIOD

This contract shall be in effect for two (2) years with two (2) – one (1) year options to extend.

The work shall begin on April 29, 2019 and expire on October 28, 2019. Payment shall be for 26 weeks, with the final cleanup on October 28, 2019. Periods of work for 2020, 2021 and 2022 will be directed by MDOT. Each year shall be 26 weeks unless directed otherwise.

III. LOCATION

Birch Lake Roadside Park, located on US 31, three miles north of Elk Rapids.

IV. BID ITEM 1

1. Cost per week to:

A. Provide a minimum two (2) hours maintenance coverage, per day, seven (7) days a week. Work to include: cleaning and re supply materials for toilet buildings, cleaning map cases and well shelters, pickup and disposal of garbage from trash receptacles, and litter removal/disposal from grounds and parking areas.

B. Provide lawn maintenance cycle* which includes: grass mowing, grass trimming, and removal/disposal of lawn litter including trash and landscape debris such as leaves, sticks, grass clippings, organic debris, and animal droppings according to the following specifications.

*Approximately 20/lawn maintenance cycles per year dependent on seasonal weather conditions and grass growing patterns.

V. GENERAL SPECIFICATIONS AND CONDITIONS

1. INSPECTION OF LOCATIONS - Before submitting a bid, bidders shall be held to have

examined the location specified herein where the work is to be performed, and become satisfied as to the existing conditions under which a contractor will be obliged to operate, that may affect the work under this contract. No allowance shall be made in this connection on behalf of the bidder and/or contract for any negligence on their part.

2. INSURANCE REQUIREMENTS - See pages 11 and 12.

3. AWARD CRITERIA

- A. Responsiveness to bid
- B. Cost
- C. Type and condition of equipment to be used in performing subcontract

4. AWARD - Upon notification of subcontract award by the ACRC, the contractor shall submit to the ACRC all required insurance certificates to the ACRC designated representative, and other documentation as may be requested or required hereunder. Bid number must be included on Certificate of Insurance. Upon their receipt and subsequent approval, the ACRC will forward to the contractor a written notice to proceed and an executed copy of the subcontract. Work shall NOT be started until such notice to proceed is received by the contractor and a pre-maintenance meeting, if determined necessary by ACRC, is held.

5. PRE-MAINTENANCE MEETING

If determined necessary by ACRC, prior to starting any work on the contract, a meeting will be called by ACRC and/or MDOT to discuss contract provisions. The contractor shall be required to submit a complete list, by brand name, of all supplies to be used in fulfilling this subcontract. ACRC and/or MDOT reserves the right to accept or reject these items. The contractor's designated supervisor shall be identified at this meeting. A walk around the park grounds by the contractor, MDOT and ACRC representatives shall take place. Contractor is required to identify any existing damages to landscape items at this time.

6. SUBCONTRACT ADMINISTRATOR

The ACRC Manager, or his designated representative, shall be the subcontract administrator herein referred to as the "administrator". The administrator or his representative will inspect work items, coordinate mowing with other activities, audit billings, approve payments, oversee schedules, and generally be responsible for overseeing the execution of the subcontract.

Administrator: Peter Stumm, 231-587-8521

7. COORDINATION WITH OTHER ACTIVITIES

Landscaping, weed spraying, fertilization or other work performed by MDOT, ACRC, or other contractors may occur during the life of this subcontract, therefore, the contractor shall be responsible for contacting the subcontract administrator one (1) work day in advance of each lawn mowing cycle. No mowing will be allowed on Saturdays or Sundays unless prior approval

is obtained from the subcontract administrator. No mowing will be allowed on holidays, or holiday weekends from 3:00 PM Friday until 8:00 AM Tuesday. The contractor shall perform work after coordination with the subcontract administrator on date specified unless inclement weather or wet conditions exist, at which time alternate arrangements shall be made with the subcontract administrator.

8. PAYMENT

A. All contractor work shall be accomplished per specifications herein to the satisfaction of the ACRC designated representative prior to payment for services.

B. The contractor shall furnish an invoice for services rendered every month and shall be sent to:

Antrim County Road Commission
P.O. Box 308
Mancelona, Michigan 49659-0308

The billing shall reference the subcontract. ACRC will pay the amount monthly in accordance with the bid rate.

C. If all work is not done in accordance with specifications, payment will be withheld until corrected.

9. CONTRACTOR STATUS

The contractor and his/her employees at all times shall be considered an independent contractor and not ACRC or MDOT employees. As an independent contractor, the contractor's payment under this subcontract shall not be subject to any withholding for tax, social security, or other purposes; nor, shall contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, or unemployment compensation or the like from MDOT or ACRC.

The contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over all workers duties. The contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, and shall discipline employees, as needed including firing and hiring.

10. CANCELLATION OPTION

The ACRC reserves the right to cancel the subcontract by giving thirty (30) days written notice to the contractor. If cancellation is for default of contract due to non-performance, the subcontract may be cancelled without notice.

The contractor may cancel the contract by giving ACRC thirty (30) days written notice of such intention.

All notices are effective upon date of mailing.

12. DEFAULT

Non-acceptable conditions - Should a daily inspection by the administrator's representative reveal that the contractor's work results in any non-acceptable maintenance condition:

1. The subcontract administrator at the time of the first circumstance shall call for a meeting with the contractor to review the condition.
2. Should a second non-acceptable condition develop, a second meeting will be held. A letter of warning will follow.
3. Should a third non-acceptable condition develop, a written notice of termination will be sent to the contractor.

In the event of such termination, ACRC may deem appropriate to perform services similar to those so terminated. The contractor shall be liable to the MDOT for any excess costs for such services. The contractor shall not be liable for any increased cost if failure to perform the subcontract arises out of any cause beyond his/her control and without his/her fault or negligence.

13. CHANGES AND/OR CONTRACT MODIFICATIONS

The ACRC reserves the right to increase or decrease services, or to make any changes necessary, at any time during the duration of this subcontract, or any negotiated extension thereof.

Price adjustments due to any of the foregoing changes shall be based on a pro-rated basis based on this bid/subcontract. Prices for extra work requested during this subcontract which are not part of this subcontract will be negotiated at the time of occurrence.

Changes of any nature after the award, which reflects an increase or decrease in requirements of costs shall require a written advice of change to be issued by ACRC. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF ACRC APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

14. QUESTIONS

Questions relative to this bid shall be directed to either Burt Thompson or Peter Stumm at 231-587-8521.

15. LAWS, ORDINANCES &~ REGULATIONS

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The contractor shall keep himself/herself fully informed and shall comply with all local, state and federal laws, ordinances and regulations.

16. PERMITS AND LICENSES

Any permits, licenses, certificates or fees required for the performance of the work, shall be obtained and paid for by the contractor.

17. INDUSTRY RULES AND CODES

All work shall be done in compliance with the applicable rules of the industry which shall be considered as included on these specifications, shall comply with all local and state codes, and be approved by MDOT prior to use.

18. PROTECTION OF PROPERTY

The contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the areas where work is being performed.

19. DAMAGES

The contractor shall be held liable for all damage done to fixed objects such as signs, posts, buildings, and all vegetation including turf, trees shrubs, and desirable natural growth. Damage shall include among other things: skinning, scraping, limbing or gouging of trees or shrubs, and rutting, scalping or tearing turf. Costs associated with damages caused by the contractor to plant material will be assessed based on current M.F.P.A. Michigan Tree Evaluation guidelines.

All turf damage repairs shall be made by the contractor in accordance with Sections 816 and 917 of the 2012 Standard Specifications for Construction, as herein specified. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed during the seasonal limitations periods.

All other property damage will be assessed for actual replacement costs including labor, materials and equipment.

Contractor shall be billed for all costs related to damages caused by his/her operation.

20. EQUIPMENT AND MATERIALS, INSPECTION AND LIABILITY

The administrator shall have the right to inspect all equipment and materials which is to be used in carrying out the terms of this contract. Any such equipment or materials which do not comply with local, state and federal codes or with this subcontract may be rejected by ACRC.

21. SAFETY EQUIPMENT, PROPER CLOTHING AND APPEARANCE

All personnel working on the grounds shall be responsible for wearing safety equipment as per MIOSHA requirements. Proper clothing such as shirts, long pants, eye protection, and work boots shall be worn at all times. All personnel shall maintain a clean and neat appearance.

22. ACCIDENTS

Any accidents on the premises shall be reported immediately to the subcontract administrator or his representative at the following numbers: 231-587-8521 off hours cell phone numbers will be provided.

VI. SCOPE OF WORK AND SEPARATION OF RESPONSIBILITIES

1. CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of these specifications. He/she shall provide, without extra charge, all incidental items required as a part of the work even though not particularly specified or indicated.

The contractor's responsibility is to protect the Department's property at all times and to use only such materials and treatments as will enhance the appearance of the grounds.

THE USE OF PESTICIDES BY THE CONTRACTOR IS PROHIBITED FOR ANY OF THE WORK TASKS INCLUDED IN THIS SUBCONTRACT.

No equipment, materials or supplies may be stored on MDOT property.

No attendant vehicles will be allowed on the lawn.

No advertising depicting the contractor's business may be displayed at the roadside park.

2. CONTRACTOR TO FURNISH

A. All transportation.

B. All supplies used by the public and materials necessary for cleaning. Supplies shall include, but are not restricted to: Sanitizer, bowl cleaners, toilet tissue, vandalism remover, detergent, disinfectants, scrub brushes, buckets, insect spray, plastic 55 gallon and/or 30 gallon barrel liners. A complete list of products by brand name shall be given to the subcontract administrator at the pre maintenance meeting. All supplies must be approved by ACRC and Material Safety Data Sheets (MSDS) provided.

C. All lawn maintenance equipment and supplies necessary for maintaining grounds. Equipment shall include, but not restricted to: gasoline powered mowers, gasoline powered string trimmers, gasoline powered blowers, brooms and leaf rakes. The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to grass at all times. All mowing equipment will be adjustable so that the heights of cut can be a minimum of two and one-half inches (2.5"). The contractor shall have enough equipment and personnel to complete each mowing

cycle.

Under no circumstances shall the ACRC or MDOT be responsible for any theft, vandalism or damage to the contractor's equipment due to obstacles encountered during the work to be performed under this contract.

D. Refuse pick up and disposal. ACRC will provide 55 or 30 gallon trash containers in the picnic areas of each park. The contractor is responsible for providing trash container liners, emptying each container on a daily basis and hauling and disposing of refuse at a registered Class II landfill.

Contractor shall provide proof of licensed Class II landfill disposal to the subcontract administrator. Full trash bags may not be kept in the park for more than 24 hours.

E. Spot painting. Paint or stain supplied by ACRC may be needed to cover graffiti on buildings. Contractor is responsible for applying the paint or stain in a timely, professional manner. Contractor shall post signs warning visitors of wet paint or stain.

3. MDOT AND/OR ACRC TO FURNISH

A. Maintenance of:

Building structures and fixtures. Contractor shall notify ACRC immediately of needed repairs and/or replacements.

Water pump

Trees & plants, placement, planting, trimming or removal.

Fences - including rustic type within grounds.

Septic tank pumping.

Lawn fertilization and weed control.

Picnic tables such as refinishing, repair and removal.

Trash cans.

B. Chemicals and Stains

Vault toilet chemicals to be used by the contractor shall be supplied by ACRC.

The contractor is responsible for following label directions for proper use.

Contractor shall pickup the chemicals at ACRC designated location. Stains for

graffiti covering shall be supplied by ACRC. The contractor is responsible for

picking up stain or paint and applying it in a professional manner.

VII. TECHNICAL SPECIFICATIONS

1. TOILET BUILDING - DAILY (Clean toilet building including floors, stools, seats, walls, and refill toilet tissue prior to 10:00 AM).

- a. Close building to public
- b. Wear latex gloves
- c. Clean cobwebs from inside and outside of building
- d. Spray to control insects when needed
- e. Sweep the floor
- f. Either remove or cover toilet paper to keep dry during cleanup
- g. Wash inside walls with detergent-disinfectant
- h. Clean and disinfect toilet seat, lid, and stainless steel flange with detergent disinfectant. Apply solution liberally, allow to dwell 5 minutes
- i. Rinse walls, toilet lid, toilet seat, and flange with clean rinse water
- j. Mop floor with detergent-disinfectant
- k. Cover writing from walls with stain or paint provided by ACRC
- l. Resupply toilet paper
- m. Report any damages or problems to ACRC subcontract administrator.

2. GROUND - DAILY

- a. Pick up litter including animal droppings from grounds and parking area
- b. Empty trash barrels and remove contents to a licensed Class II landfill
- c. Furnish and replace plastic bag-barrel liners
- d. Remove/disposal of ashes and cleanup picnic grills, concrete slabs, wipe off picnic tables with detergent-disinfectant and rinse

3. MAP CASE - DAILY

- a. Clean plexiglass with soap and water only do not scratch plexiglass
- b. Remove any notices that have been placed by individuals or businesses that are not official MDOT materials
- c. Remove cobwebs in and around structure
- d. Sweep concrete around display structure
- e. Remove graffiti on stained surfaces

4. WELL SHELTER - DAILY

- a. Clean the hand pump (or faucet/basin if present).
- b. Clean concrete slab and pump base.
- c. Remove cobwebs from wood structure.
- d. Remove graffiti from stained surfaces.

5. BUILDINGS - WEEKLY

- a. Scrub concrete floor with stiff swivel scrub brush and detergent-disinfectant. Rinse floor thoroughly.

6. BUILDINGS - FREQUENCY MAY VARY

- a. Add vault toilet chemicals. For optimum results, contractor shall follow frequency and amount of product needed according to ACRC subcontract administrator's direction.

7. PRE-MOWING REQUIREMENTS

- a. Prior to starting lawn maintenance, the contractor shall contact the subcontract administrator or his representative for approval.
- b. Prior to mowing, contractor responsible for picking up trash, leaves, or other landscape debris on grounds and removing from site at contractor's expense.

8. MOWING (APPROXIMATELY TWENTY (20)* CYCLES PER YEAR)

* The number of mowing cycles are subject to increase or decrease depending on seasonal weather conditions.

- a. Grass shall not be mowed until it reaches the height of five (5) inches, and shall be mowed to the minimum height of 2.5 inches. Each mowing cycle shall be approved by ACRC prior to start up.
- b. All elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the contractor shall finish the cycle as soon as favorable conditions exist.
- c. Contractor shall use discretion when mowing near the public. The mowing shall begin on vacated grounds first, then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized in order to complete the mowing cycle.
- d. Move picnic tables for mowing turf areas where tables do not sit on hard surfaces. No line trimmers shall be used to trim around legs.
- e. Mow around advance park signs. Mowing at advance park signs shall consist of full width right-of-way mowing for 150 feet in advance of the sign, and for 40 feet beyond the sign. The mowing shall be tapered to the existing roadway shoulder from 150 feet to 250 feet in advance of the sign.
- f. Equipment and supplies may not be stored on MDOT property.
- g. Grass shall not be mowed when wet.
- h. No mowing to be done on Saturdays or Sundays, unless prior approval is obtained from the subcontract administrator. No mowing will be allowed on holiday, or holiday weekends from 3:00 PM on Fridays until 8:00 AM on Tuesdays.
- i. Clippings shall be removed if visible after mowing and removed from the site at the contractor's expense. No clippings shall be disposed of in ACRC dumpsters or on MDOT property.
- j. All clippings shall be removed from sidewalks and concrete picnic table pads.
- k. Areas to be mowed will be the approximate designated area on enclosed maps.
- l. Clean & maintain wood chipped areas and keep weed free.

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 or hand equipment

as may be necessary to satisfactorily complete the work.

9. GRASS TRIMMING

- a. Trim grass around trees and fixed objects. Extreme care shall be used to prevent injury to MDOT fixed objects and trees.

10. EDGING

- a. Edge along all concrete surfaces every fourth mowing. Edging shall be no wider than 2 inches from edge of concrete to lawn surface. All edging debris shall be removed from the concrete surfaces and disposed of at the contractor's expense. No edging shall be disposed of in ACRC dumpsters or on MDOT property.

11. SIDEWALK WEEDING

- a. Contractor shall remove rooted vegetation by pulling or grabbing plants from all concrete or asphalt cracks, including sidewalks and picnic table pads. Removed debris shall be disposed at the contractor's expense. No weeding debris shall be disposed of in ACRC dumpsters or on MDOT property.

12. BUILDING AND GROUNDS - SPRING AND FALL CLEANUP

- a. Contractor shall be responsible for the removal and proper disposal of leaves in spring and fall to maintain a neat appearance. All materials must be disposed off MDOT properties.
- b. Sweep building roofs in spring and fall to remove dirt, leaves, needles and sticks, etc.

METHOD OF PAYMENT

The contractor shall furnish an invoice, for services rendered for each month for their labor and equipment.

It shall be sent to:

Antrim County Road Commission
P.O. Box 308
Mancelona, Michigan 49659-0308

The billing shall reference the appropriate subcontract number and shall contain, if applicable, adjustments for additions, deletions or change in service. ACRC will pay the billed amount monthly in accordance with the bid rate. Initial payment may be delayed due to processing requirements.

INDEMNIFICATION

The contractor shall indemnify and hold harmless the State of Michigan, its agents and employees, and the Antrim County Road Commission and its agents and employees, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, which includes all labor, material, and equipment required to produce the commodity, construction, and/or services required by this subcontract, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death; or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the State of Michigan or any of its agents or employees, or the Antrim County Road Commission or any of its agents or employees by any employee of the Contractor, or Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this Indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' Compensation acts, disability benefits acts or other employee benefit acts.

The obligations of the Contractor or Subcontractor under this Indemnification agreement shall not extend to the liability of the State of Michigan, its agents or employees, or the Antrim County Road Commission, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the State of Michigan, its agents or employees, or the Antrim County Road Commission, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

CONTRACTOR/SUBCONTRACTOR'S LIABILITY INSURANCE

1. The contractor/subcontractor shall list the State of Michigan, its officers, agents, and employees, departments and commissions, and the Antrim County Road Commission, its officers, agents and employees, as **ADDITIONAL INSURED ON ALL LIABILITY POLICIES REQUIRED FOR THE PERFORMANCE OF THIS CONTRACT/SUBCONTRACT.**
2. Such insurance shall consist of:
 - a. Coverage should include Comprehensive General Liability, or Commercial General Liability; including Contractual Liability; XCU coverage where applicable; Automotive Liability where applicable; and Products and Completed Operations Liability where applicable.
 - b. Amounts:

- i. Workers Compensation - Statutory coverage
 - ii. Bodily Injury/Property Damage (CSL) - \$500,000.00 each occurrence/\$1,000,000.00 annual aggregate.
 - iii. Automobile Liability - where applicable; \$100,000/each, \$300,000/accident.
3. NO WORK IS TO BE PERFORMED WITHOUT THE ABOVE POLICIES BEING CURRENTLY IN EFFECT.
4. Should the policy be cancelled or expire, all activities, authorized by the contractor/subcontractor shall cease and the authority to continue operating within the right-of-way is deemed of no effect pending reinstatement of such policy in conformity with the above.
5. Certificate of Proof of Insurance, the Acord form, identifying MDOT and ACRC as the certificate holder, with the above specified coverage, must be submitted within 10 days of notification of award.

Note: Notice of material change or cancellation SHALL be provided to the certificate Holder. Producers Disclaimer regarding failure to notify MDOT and ACRC of cancellation shall not relieve producer of any liability therein.

CANCELLATION OF CONTRACT/SUBCONTRACT

CANCELLATION OF THE CONTRACT/SUBCONTRACT by the State or ACRC may be for a) default by the contractor/subcontractor or b) lack of further need for the service or commodity at the location named in the contract/subcontract. Default is defined as the failure of the contractor/subcontractor to fulfill the obligations of his/her quotation, contract/subcontract, or purchase order. In case of default by the contractor/subcontractor, the State or ACRC may cancel the contract/subcontract or purchase order immediately and procure the articles or services from other sources and hold the contractor/subcontractor responsible for any excess costs occasioned thereby. In the event the State or ACRC no longer needs the service or commodity specified in the contract/subcontract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the State or ACRC may cancel the contract/subcontract or purchase order by giving the contractor/subcontractor written notice of such cancellation 30 days prior to the date of cancellation.

BID SUBMITTAL

The completed work will be paid for at the contract unit price for the following contract items which shall be payment in full for all labor, equipment and materials required to satisfactorily complete the work as described herein.

2019 and 2020:

Building Housekeeping, 26 Weeks @ _____dollars per week = _____Total

Rest Area Lawn Maintenance @ _____dollars per cycle

ACKNOWLEDGMENT

I acknowledge that I have thoroughly read all the pages (1 through 13) of this document and that if awarded the subcontract, I will fully comply with all the provisions, terms and conditions contained herein.

Company Name

Signature

Title

Date

Mailing Address

City, State & Zip Code

Contact Name

Phone Number

Email

Cell Phone Number