REST AREA CONTRACT STANDARDS

JANITORIAL AND GROUNDS MAINTENANCE SERVICES

Michigan Department of Transportation
Grand Region

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GENERAL CONDITIONS

DEFINTIONS

A. MDOT – Refers to the Michigan Department of Transportation

B. MDOT/CRC – Refers to the Michigan Department of Transportation and/or County Road Commission where the local county road commission is operating as a contract maintenance agency under a maintenance contract with the Michigan Department of Transportation.

C. CONTRACT ADMINISTRATOR – the CONTRACT ADMINISTRATOR is responsible for the general administration of the contract. The CONTRACT ADMINISTRATOR shall be identified in the SPECIAL PROVISIONS. Inspection and direction by the CONTRACT ADMINISTRATOR or his/her appointed representatives shall not be considered as direct control of the individual workers and their work. The direct control shall be solely the responsibility of the CONTRACTOR.

D. CLEAN – Free of impurities, foreign matter and objectionable odors

E. SCRUB – The use of brushes, sponges, and/or mops with soap and clean water or other approved cleaning materials to produce a clean surface

F. REPAIR – To restore existing to a good, sound, previous working condition after decay, damage, malfunction, etc.

G. EMERGENCY – A serious situation or occurrence in which the rest area or its facilities are forced to be closed or deemed inoperable at any time.

H. FACILITY – A building or structure created to serve a particular function, such as, but not limited to, the pump room, restrooms, storage room, etc.

AWARD

Upon written notification of contract award by the CRC the CONTRACTOR shall submit to the CRC CONTRACT ADMINISTRATOR all required insurance certificates, and other documentation as may be requested or required hereunder. Upon their receipt, and subsequent approval by MDOT/CRC, the CONTRACT ADMINISTRATOR shall forward to the CONTRACTOR a written NOTICE TO PROCEED with an executed copy of the Contract. Work shall NOT be started until such NOTICE TO PROCEED is received by the CONTRACTOR.

PRE-MAINTENANCE MEETING

Prior to starting any work on the contract, a meeting will be called by the CONTRACT ADMINISTRATOR or his representative to discuss contract provisions. The CONTRACTOR's designated supervisor shall be identified at this meeting. MDOT contact personnel and phone numbers may also be identified at this time. Reports (forms provided by MDOT) shall be distributed and discussed during this meeting. The CONTRACTOR's Training Program/Plan will also be discussed in detail at this meeting.

PRICING

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes must be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes must be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period. Requests for price changes must be RECEIVED IN WRITING AT LEAST 10 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be cancelled. The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.

The continued payment of any charges due after September 30th of any fiscal year shall be subject to the availability of an appropriation for that purpose.

INDEMNIFICATION

A. The CONTRACTOR must indemnify, defend and hold harmless the State, the CRC, and all of their departments, divisions, agencies, sections, commissions, officers, employees and agents from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the CONTRACTOR in the performance of the Contract and that are attributable to the acts of the CONTRACTOR or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

B. In any and all claims against the State, the CRC, and all of their departments, divisions, agencies, sections, commissions, officers, employees and agents by any employee of the CONTRACTOR or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any of its Subcontractors under worker's disability compensation or benefits payable by or for the CONTRACTOR or any of its Subcontractors under workers disability compensation acts, disability benefit acts or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

C. The CONTRACTOR's duty to indemnify under this section continues in full force and effect, notwithstanding the expiration or early cancellation of the contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

CONTRACTOR'S LIABILITY INSURANCE

The CONTRACTOR shall list the STATE OF MICHIGAN, the County Road Commission, and the MICHIGAN DEPARTMENT OF TRANSPORTATION, and all their officers, agents, employees, departments, sections, agencies, divisions and commissions as ADDITIONAL INSURED ON ALL LIABILITY POLICIES REQUIRED FOR THE PERFORMANCE OF THIS CONTRACT.
Such insurance shall consist of:

A. CONTRACTOR shall save harmless and indemnify and defend in litigation the County Road Commission, the State, the Commission, the Department and its agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of work all in accordance with the 2012 Michigan Department of Transportation "Standard Specifications for Construction", section 107.10, with the following minimum requirements:

1. Worker's Compensation Statutory Coverage.
2. Bodily Injury and Property Damage Other Than Automobile (General Liability).
   Bodily Injury and Property Damage Liability:
   Each Occurrence $1,000,000
   Aggregate $2,000,000
3. Bodily Injury Liability and Property Damage Liability Automobile (Automobile 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

4. Additional Insured. The Bodily Injury and Property Damage Policy must name as additional insured the State, the Department, and the Commission and all agents and employees thereof and, where indicated by the identity of the contracting parties, the protection must be extended to all participating political subdivisions and public corporations.
5. 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.
6. Umbrella Policy. An umbrella policy with a $2,000,000 limit must be provided.

B. CONTRACTOR shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.

C. Two certificates of proof of insurance identifying MDOT and CRC as the certificate holders with the coverage as specified must be submitted within 15 days upon notification of award of Contract. The CONTRACTOR shall furnish the CRC certificate(s) of insurance verifying liability coverage. The contract or purchase order number must be shown on

the certificate of insurance. These certificates shall contain a provision that coverage's afforded under the policies shall not be cancelled until at least 15 days prior written notice bearing the contract # or purchase order # has been given to the CONTRACT ADMINISTRATOR.

SUBCONTRACTING

A. No subcontracting will be allowed for this contract without prior approval by the MDOT/CRC.

B. Should the CONTRACTOR use pre-approved subcontractors to perform all or part of this Contract the Prime CONTRACTOR shall assume responsibility for all contractual activities offered in this proposal whether or not Prime CONTRACTOR (successful bidder) performs them. **Subcontracted work is limited to the lawn maintenance, lawn aeration and/or Spring and Fall Cleanup, and refuse disposal service.** Further, the MDOT/CRC will consider the Prime CONTRACTOR to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. Should the CONTRACTOR use pre-approved subcontractors to perform part of the work, the CONTRACTOR remains fully responsible to MDOT/CRC for completion of the work in accordance with the contract as if no portion of it had been subcontracted.

C. The CONTRACTOR shall submit a list naming all subcontractors, the name of their supervisor, address, and work they will perform under this contract within 10 days of the notification of award.

D. The MDOT/CRC reserves the right to approve or reject any or all subcontractors for this project and to require the Prime CONTRACTOR to replace subcontractors found to be unacceptable or it is determined that they cannot meet the requirements of this contract. **The CONTRACTOR is totally responsible for adherence by the subcontractor to all provisions of the Contract**.

CONTRACTOR STATUS

A. The CONTRACTOR and his/her employees at all times shall be considered as an independent CONTRACTOR and not as MDOT/CRC As an independent CONTRACTOR, the CONTRACTOR's payment under this contract shall not be subject to any withholding for tax, social security, or other purposes; nor, shall the 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/CRC/State.

B. 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.

CANCELLATION

A. The MDOT/CRC reserves the right to cancel the contract by giving thirty (30) days written notice to the CONTRACTOR. If cancellation is for default of contract due to non-

performance, the contract may be canceled without notice, without further liability to the MDOT/CRC, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the services from other sources, and hold the CONTRACTOR responsible for any excess costs occasioned thereby.

B. The MDOT/CRC may cancel the contract in the event the MDOT/CRC no longer needs the services or products specified in the contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the MDOT/CRC determines that statewide implementation of the contract is not feasible, or if prices for additional services requested by the MDOT/CRC are not acceptable to the MDOT/CRC. The MDOT/CRC may cancel the contract without further liability to the MDOT/CRC, its departments, divisions, agencies, sections, commissions, officers, agents and employees, by giving the CONTRACTOR written notice of such cancellation 30 days prior to the date of cancellation.

C. The MDOT/CRC may cancel the contract for lack of funding. The CONTRACTOR acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation of funds for this contract. If funds to enable the MDOT/CRC to effect continued payment under this contract are not appropriated or otherwise made available, the MDOT/CRC shall have the right to terminate this contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the CONTRACTOR. The MDOT/CRC shall give the CONTRACTOR written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation.

D. The MDOT/CRC may immediately cancel the contract without further liability to the MDOT/CRC its departments, divisions, agencies, sections, commissions, officers, agents and employees if the CONTRACTOR, an officer of the CONTRACTOR, or an owner of 25% or greater share of the CONTRACTOR, is convicted of a criminal offense incident to the application for or performance of a State, public or private CONTRACTOR or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statues; or convicted of any other criminal offense which in the sole discretion of the MDOT/CRC, reflects on the CONTRACTOR's business integrity.

E. The MDOT/CRC may immediately cancel the contract in whole or in part by giving notice of termination to the CONTRACTOR if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil service Rule 4-6.

F. The MDOT/CRC may, with 30 days written notice to the CONTRACTOR, cancel the contract in the event prices proposed for contract modification/extension are unacceptable to the MDOT/CRC.

G. The CONTRACTOR may cancel the contract by giving the MDOT/CRC thirty (30) days written notice of such intention.

H. All notices are effective upon date of mailing.

NON-COMPLIANCE/REDUCTION

Should an inspection by the MDOT/CRC reveal that the CONTRACTOR's work results in any non-compliant contract conditions the following procedures shall apply:

A. When services are not provided in compliance with the terms of this Contract, the CONTRACT ADMINISTRATOR will notify the CONTRACTOR in writing and will direct the CONTRACTOR to respond with 72 hrs of receipt of the letter.

   1. If the CONTRACT ADMINISTRATOR has not received a response from the CONTRACTOR within one week of delivery, the CONTRACT ADMINISTRATOR shall issue $100 fine to be deducted from the next invoice. The CONTRACT ADMINISTRATOR will then contact management within the CONTRACTOR's company to discuss the correction of non-compliant items and the non-response to letter.

B. The CONTRACT ADMINISTRATOR may call a meeting with the CONTRACTOR to discuss and review the condition if needed. The CONTRACT ADMINISTRATOR will discuss and approve a timeline for the CONTRACTOR to correct the non-compliant item.

C. A follow-up inspection of the non-compliant item(s) will be made by the CONTRACT ADMINISTRATOR after the approved timeline has passed

   1. If the inspection shows the item(s) have been corrected, no fine will be issued.
   2. Should the inspection show that any of the item(s) remain non-compliant the CONTRACT ADMINISTRATOR shall issue $100 fine to be deducted from the next invoice and send a letter to the CONTRACTOR spelling out the details of the fine and the actions needed to regain compliance with the contract.
   3. The CONTRACTOR shall be responsible for notifying the CONTRACT ADMINISTRATOR in writing when non-compliant item(s) have been corrected and are ready for inspection.

D. Should the deficiency continue after $100 fine has been deducted or a second non-compliant item is identified (and goes uncorrected), then a $250 fine shall be deducted from the CONTRACTOR's next invoice. The CONTRACT ADMINISTRATOR shall also send a letter to the CONTRACTOR spelling out the details of the fines and the actions needed to regain compliance with the contract. This letter shall also include a written warning of potential Contract Termination due to non-compliance.

E. Should the contract non-compliance continue requiring multiple written notifications and meetings without improvement or correction, a written notice of CONTRACT TERMINATION will be sent to the CONTRACTOR.

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

CHANGES AND/OR CONTRACT MODIFICATIONS

A. The MDOT/CRC reserves the right to increase or decrease services, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension, if applicable, thereof. Such modifications may include changing:

1. The location to be serviced
2. Size of cleaning area
3. Number of days service is to be performed
4. Frequency of performance of any listed tasks
5. And/or deletion of tasks to be performed
6. And/or any other modifications deemed necessary

Any changes in pricing proposed by the CONTRACTOR resulting from the proposed changes are subject to acceptance by the MDOT/CRC. **IN THE EVENT PRICES ARE NOT MUTUALLY AGREEABLE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

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

C. Changes of any nature after contract award, which reflect an increase or decrease in requirements of costs, shall require a written advance notice of change to be issued by MDOT/CRC. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF MDOT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

QUESTIONS

Questions relative to this bid shall be submitted in writing and addressed to the department identified in the SPECIAL PROVISION section.

LAWS, ORDINANCES, AND REGULATIONS

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

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.

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/CRC prior to use.

PROPERTY

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.

USE OF PROPERTY

The CONTRACTOR and/or individual employees DO NOT have the authority to permit any use of the facility. The CONTRACTOR and/or employee shall report any activity to the CONTRACT ADMINISTRATOR as soon as possible.

PROPERTY/EQUIPMENT DAMAGES

In all instances where state property or equipment is damaged, the CONTRACTOR shall first notify the CONTRACT ADMINISTRATOR immediately and then submit a full report of the facts and extent of damage in writing within 24 hours.

TIME AND PROGRESS

It is understood and agreed that "TIME IS OF THE ESSENCE" in respect to the work contemplated herein, and the CONTRACTOR agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence so as to complete any work required under the contract within the shortest reasonable periods of time.

ACCIDENTS

Any accident on the premises shall be reported immediately to the CONTRACT ADMINISTRATOR or the designated representative. Phone numbers of MDOT/CRC "contact" personnel will be provided.

FIRST AID KITS

First aid kits shall be provided for the attendants' use by the CONTRACTOR. **At a minimum**, the kits shall contain: 16 individually wrapped adhesive bandages, two rolls of adhesive tape, 3" x 3" (75mm x 75mm) gauze pads, 10 antiseptic wipes, burn cream, first aid cream, and triangular bandage, aspirin or acetaminophen, scissors, and tweezers. The kit shall be contained in an impact resistant case and easily accessible to the attendants.

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 the 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.

A. The CONTRACTOR's responsibility is to protect MDOT'S property and right-of-way at all times.

B. The CONTRACTOR shall coordinate his operations with other CONTRACTOR, MDOT/CRC operations and/or permitted activities. The CONTRACTOR shall not give keys to individuals other than his/her employees.

C. CONTRACTOR's vehicles are NOT allowed in lawn areas. Parking areas will be designated by MDOT/CRC.

D. Television sets, equipment that play DVD's or VCR's, alcohol, pornographic material, full size refrigerators, beds/cots, couches or recliners, and storage of more food items than will be eaten that day will NOT be allowed at the rest area.

E. A telephone service will be installed in the building, at the CONTRACTOR's expense, and maintained throughout the duration of the contract. Whenever possible, the phone number must be the same as the current phone number. Long distance service will also be required with this phone service in order to be able to contact CONTRACT ADMINISTRATOR when necessary. CONTRACTOR will NOT terminate phone line without authorization from MDOT/CRC.

   NO CELL PHONES WILL BE ALLOWED FOR THE PHONE SERVICE.

F. CONTRACTOR shall furnish:

   1. All transportation for his employees (which does not have to be company owned vehicles).
   2. All maintenance equipment necessary to carry out the requirements of the contract.
   3. Adequate and proper training for all employees.
   4. Identification badges shall be worn by all employees at all times when working within Rest Area buildings and grounds.
   5. The CONTRACTOR shall provide dumpster service as specified in the contract.

G. In emergencies affecting the safety of persons, the work, or property at the site or adjacent thereto, the CONTRACTOR, without instruction or authorization from the CONTRACT ADMINISTRATOR, is obligated to act at his/her discretion, to prevent threatened damage, injury or loss. He/she shall contact the CONTRACT ADMINISTRATOR immediately of any significant changes in the work or deviations from the contract documents caused thereby.

H. Any requests for information by any news media organization (newspapers, TV stations, radio, etc.) shall immediately be directed to the CONTRACT ADMINISTRATOR. The CONTRACTOR and his/her employees shall not speak on behalf of MDOT/CRC.

SUPERVISION

The contactor shall designate a qualified supervisor or superintendent in writing as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site as required to perform adequate supervision and coordination of the work. **The CONTRACTOR shall be responsible for the quality and standards of workmanship completed under this contract.**

EMPLOYEE QUALIFICATION AND TRAINING

A. **The CONTRACTOR shall provide only competent, well trained employees that shall be able to effectively communicate with the general public in order to perform the services required herein.** The inability by the CONTRACTOR to maintain a regular and consistent work force may result in default of contract.

B. CONTRACTOR's employees shall be able to understand and speak the English language.

C. The CONTRACTOR shall at all times be responsible for the conduct and discipline of his/her employees and/or any subcontractor or persons employed by subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any foreman or worker employed by the CONTRACTOR or subcontractor, who, in the opinion of the CONTRACT ADMINISTRATOR does not perform his/her work in a skilled manner, appears to be incompetent, or acts in a disorderly or intemperate manner, may be removed immediately at the written request of the CONTRACT ADMINISTRATOR. Failure by the CONTRACTOR to respond appropriately to complaints regarding appearance, conduct, and discipline of his/her employees will be considered a non-acceptable maintenance condition and default procedures will be initiated accordingly.

D. The CONTRACTOR is responsible for training all attendants and replacements prior to, or as part of, their initial work assignment. Attendants shall be properly trained to perform duties as specified in the contract. Attendants must be familiar with which cleaning product(s) is/ are to be used for each specific task. The CONTRACTOR is responsible for certifying in writing to the CONTRACT ADMINISTRACTOR within 10 days, that all new attendants have been properly trained.

NON-DISCRIMINATION

A. In the performance of any contract or purchase order resulting here from, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended,

MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the contract or purchase order.

B. Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq,* the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice complied pursuant to Section 2 of the Act. A CONTRACTOR of the State, in relation to the contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any contract if, subsequent to award of the contract, the name of the CONTRACTOR as an employer, or the name of the subcontractor, manufacturer or supplier of the CONTRACTOR appears in the register.

BILLING

The CONTRACTOR shall present a monthly invoice to the County Road Commission identified on the DETAIL SHEET/SPECIAL PROVISIONS for services rendered. The billing shall be at the contracted price as outlined in the contract. The billing shall contain, if applicable, adjustments for approved additions, deletions, or changes in services. If any reductions are made for non-compliant item(s)/work the monthly billing shall reflect the reductions to the monthly compensation. (See NON-COMPLIANCE/REDUCTION SECTION above on page 11) The MDOT/CRC will pay the billed amount monthly. MDOT/CRC shall remit net 30 days upon receipt of Invoice.

DELEGATION

The CONTRACTOR shall not delegate any duties or obligations under this contract to a subcontractor other than subcontractor named in the bid unless the MDOT/CRC has given written consent to the delegation.

ASSIGNMENT

The CONTRACTOR shall not have the right to assign this contract or to assign any of its duties or obligations under this contract to any other party (whether by operation of law or otherwise), without the prior written consent of the MDOT/CRC. Any purported assignment in violation of this Section shall be null and void. Further, the CONTRACTOR may not assign the right to receive money due under the contract without the prior written consent of the MDOT/CRC.

RIGHT TO KNOW ACT (ACT 80 OF 1986)

A. The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must:

1. Clearly state the identity of the contents
2. Display appropriate hazard warnings(s)
3. Include first aid information

4. List the name and address of the chemical manufacturer, importer, or other responsible party.

B. A service CONTRACTOR must comply with the requirements of Act 80 of 1986 with respect to the labeling of hazardous chemicals and the provision of Material Safety Data Sheets before such materials are introduced into the workplaces of a contracted service agency. Otherwise, such materials will not be allowed on the premises.

BACKGROUND CHECKS

A. On a case-by-case basis, the MDOT/CRC may investigate the CONTRACTOR's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the MDOT/CRC and the results will be used to determine CONTRACTOR personnel eligibility for working within State facilities and systems. The investigations will include Michigan State police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed CONTRACTOR personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the MDOT/CRC and will be reasonably related to the type of work requested.

B. All CONTRACTOR personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dtmb, under the Michigan Policies terms of use section at the bottom of the webpage. Furthermore, CONTRACTOR personnel must agree to the State's security and acceptable use policies before the CONTRACTOR personnel will be accepted as a resource to perform work for the State. The CONTRACTOR must present these documents to the prospective employee before the CONTRACTOR presents the individual to the MDOT/CRC as a proposed resource. CONTRACTOR staff must comply with all Physical Security procedures in place within the facilities where they are working.

REFERENCES

In the event of an award, the successful bidder may be required to furnish references from recognized companies for whom they are now rendering comparable service. This condition may be waived if bidder is currently holding State contract for equal service.

CONFIDENTIALITY

The CONTRACTOR shall be bound to confidentiality of any information its employees may become aware of during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

ERRORS AND OMISSIONS

The CONTRACTOR shall not take advantage of any apparent error or omission in these specifications or other contract documents, and if any inconsistency, omission, or conflict is discovered in the specifications or other contract documents, or if in any place the meaning of the specifications or other contract documents, is obscure, or uncertain, or in dispute, the MDOT/CRC will decide as to the true intent.

MDOT GENERAL RESPONSIBILITIES

MDOT/CRC is responsible for the general maintenance at their facilities and all other maintenance not specifically required of the CONTRACTOR under this Contract.

SERVICE REVIEW

A. MDOT may request an audit of the services provided under the terms of the Contract. An unsatisfactory audit may result in cancellation of the contract under terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the CONTRACTOR will not be allowed to participate in request(s) for continuation of this service.

B. The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with Contract recommendation will be published by MDOT and distributed to the CONTRACTOR(s).

C. Should the CONTRACTOR desire a meeting, one will be arranged between all concerned parties within 10 calendar days of the date the CONTRACTOR received, or could have reasonably been expected to receive, their copy of the audit. This meeting will provide an opportunity for the CONTRACTOR to present his/her reactions to the audit recommendations.

EQUIPMENT AND MATERIALS INSPECTION

The CONTRACT ADMINISTRATOR shall have the right to inspect all equipment and materials, which are 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 contract, may be rejected.

TECHNICAL SPECIAL PROVISIONS

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I. GENERAL MAINTENANCE REQUIREMENTS: REST AREA BUILDING STRUCTURES AND GROUNDS

This specification covers the general maintenance requirements for Rest Area building(s)/Roadside Park structures and grounds.

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 the 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 MDOT property at all times and to use only such materials and treatments as will enhance the appearance of the Rest Area/Roadside Park.

A. In addition to what is outlined in the General Conditions, the Contactor shall furnish:

1. Maintenance equipment, snow removal equipment for sidewalks, gardening and watering equipment for maintaining landscape beds, lawn and be responsible for the maintenance thereof.
2. Refuse disposal services in accordance with the specifications outlined in the contract.
3. Adequate, proper training for all attendants.
4. All supplies used by the public and materials necessary for cleaning. Supplies and materials purchased must meet specifications outlined in the "Approved Material List" (see APPENDIX).

B. Materials and Supplies

1. The CONTRACTOR shall be required to submit a complete list, at the pre-maintenance meeting, of the name and product number, of all supplies and refuse company to be used in fulfilling this contract. MDOT/CRC reserves the right to accept or reject these items. No flammable liquids shall be stored outside the rest area building. An acceptable substitute must be immediately furnished for any rejected item. A current MATERIAL SAFETY DATA SHEET (MSDS) for each product must be kept in a notebook at the rest area at all times as required by OSHA'S Hazard Communication Standard, 29 CFR 1910.1200. This information must be in a visible location.

2. Flammable Liquids: The maximum amount of gasoline allowed to be stored at a rest area is five U.S. gallons. Gasoline must be stored in an approved galvanized steel, safety gas can. Fueling of equipment is not allowed in the Rest Area building. All fueling must take place outdoors. Storage of flammable and combustible liquids must meet the requirements of the Michigan Occupational Safety and Health Administration (MIOSHA), General Safety and Health Standard, Part 75 Flammable & Combustible Liquids, R408.17501 (d)(5)(iii) Office occupancies. Storage of flammable material must conform to these requirements. The fuel container and snow blower can be kept in the rest area if the above regulations are followed.

3. Material Storage: No more than a two week supply of any material shall be stored at each Rest Area at any time of the year. The De-icing Chemical may not be stored within

the rest area prior to November 1 and any remaining quantities must be removed by May 1 each year.

All De-icing Chemical must be stored on a wood pallet, not directly on the concrete floor in the rest area utility room. De-icing Chemical must be loaded into spreader outdoors, not within the building.

If the rest area has a separate storage building/shed on the premise, all De-icing Chemical, snow removal equipment and up to five (5) U.S. gallons of gasoline shall be stored within it as directed by MDOT. These items may not be stored within the rest area building where there is separate storage buildings/shed. No other equipment, supplies or trash shall be stored in the storage building/shed.

C. CONTRACTOR shall supply MDOT with quantities of each material used at the end of each Contract year.

D. Report any vandalism and illegal dumping to the CONTRACT ADMINISTRATOR.

E. The CONTRACTOR shall provide the CONTRACT ADMINISTRATOR with an up to date master list of all employees working at the rest area. This list shall include employee names and their driver's license number (if applicable). The list shall include the **supervisor's name and telephone numbers where he/she can be reached 24 hours a day.**

MDOT GENERAL RESPONSIBILITIES

MDOT is responsible for the general maintenance of their facilities and all other maintenance not specifically required of the CONTRACTOR under the Contract.

A. Maintenance performed by MDOT/CRC

1. Water conditioning equipment.
2. Building structures or shelters.
3. Trees and shrubs, placing and planting, trimming and removal.
4. Heating and plumbing systems unless specified as the CONTRACTOR's minor maintenance.
5. Fences
6. Lagoons, tile fields and septic tanks.
7. Lawn fertilizing and weed control.
8. Electrical equipment.
9. Snow removal on vehicle ramps and parking lots, unless specified elsewhere in this contract.
10. Utility bills.

B. Inspection for compliance

Inspection may be daily during the workweek. The CONTRACT ADMINISTRATOR or his/her representative may inspect at any time; periodically on weekends and during holiday periods.

CHANGE OF CONTRACTOR

When the CONTRACTOR changes at any facility, a meeting shall take place during the last day of the old contract. In attendance shall be the old CONTRACTOR or representative, new CONTRACTOR or representative and the CONTRACT ADMINISTRATOR. The purpose of this meeting is to turn in, and redistribute keys to the facilities, take a physical inventory of the equipment and supplies owned by each of the representatives, and exchange any information necessary to enhance the transition process. A copy of the physical inventory shall be mailed to the old CONTRACTOR and distributed to all concerned. A second copy of this inventory shall become part of the Contract records.

TEMPORARY CLOSING

If adverse weather conditions, mechanical failure, or other emergency situations require the closure of the facility, the contract shall be suspended until the facility is reopened. The CONTRACTOR shall be reimbursed for all days or partial days worked. It is not the intent of MDOT to close a rest area for other than emergency and/or reconstruction reasons unless specifically noted in the SPECIAL PROVISIONS.

USE OF HERBICIDES

THE USE OF HERBICIDES BY THE CONTRACTOR IS PROHIBITED FOR ANY OF THE WORK TASKS INCLUDED IN THIS CONTRACT.

PAYMENT

Payment for all labor, equipment and materials required to satisfactorily complete the work described herein shall be incidental to the contract unit price REST AREA/ROADSIDE PARK MAINTENANCE.

II. REST AREA: BUILDING MAINTENANCE

This specification is for the normal maintenance of the Rest Area building(s).

MDOT GENERAL RESPONSIBILITIES

A. CONTRACTOR will be furnished:

1. Keys to the buildings, which must be returned to the CONTRACT ADMINISTRATOR when the contract is completed. MDOT/CRC will withhold final payment until all keys are returned. If not returned MDOT/CRC will change all locks and deduct the cost thereof from the CONTRACTORs final payment. If the CONTRACTOR needs to change the keys/locks, for any reason during the contract period, prior approval must first be obtained by MDOT.

2. Applicable MDOT forms for reporting purposes (see APPENDIX):

    a. Rest area incident report
    b. Rest area condition report
    c. Non-Holiday Rest Area Coffee Break Permit – Certificate of Compliance Form

3. Identification badges shall be worn by all employees at all times when working within rest area buildings and grounds.

4. Phone numbers of MDOT/CRC "contact" personnel.

B. Major repairs:

1. Major building repairs and replacement of fixtures will be done by MDOT as required unless specified as the CONTRACTOR'S responsibility.

2. CONTRACTOR must contact the CONTRACT ADMINISTRATOR immediately for needed repairs, replacements, or of any warning lights in the maintenance room or outside on the rest area grounds.

CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

A. The CONTRACTOR shall inspect (at least once per day) all rest area equipment for malfunctions and complete form provided by MDOT. The attendants shall identify any malfunctions, date and sign the checklist. The checklist shall be available at each rest area for review by the CONTRACT ADMINISTRATOR at all times. Any malfunctions found shall be reported to the CONTRACT ADMINISTRATOR no later than the following day unless the malfunction is of an emergency nature upon which immediate notification to the Engineer is required.

B. The CONTRACTOR is expected to perform the following MINOR MAINTENANCE:

1. Replace burned out light bulbs in all-light fixtures. When a burned out bulb is replaced in a fixture ALL bulbs in the same fixture shall be replaced with new bulbs. Save all old bulbs in original container. MDOT will recycle the bulbs. The correct method for changing light bulbs will be demonstrated by the CONTRACT ADMINISTRATOR or his representative.

   (MDOT will replace light bulbs in the map and display cases.)

3. Tighten loose screws in partition doors, door closures, etc.

4. Plunge plugged toilets and urinals or rod if necessary.

5. Clean and maintain flush valves on toilets and urinals as directed by the CONTRACT ADMINISTRATOR. MDOT personnel will provide training to the CONTRACTOR supervisor for this maintenance procedure.

***IF MINOR MAINTENANCE DOES NOT FIX THE PROBLEM** turn off water supply to fixtures, electric supply to dryers, lights or heaters, place temporary "out of order" sign on stall and notify the CONTRACT ADMINISTRATOR immediately. The CONTRACT ADMINISTRATOR may give further instructions for temporary closing part or all of the rest area.

Any rest area damage, which requires more than minor maintenance, the CONTRACTOR shall notify the CONTRACT ADMINISTRATOR.

If necessary and upon the approval of the CONTRACT ADMINISTRATOR the CONTRACTOR may be instructed to temporary close the rest area building at which time he will lock the rest area doors and place the temporarily closed sign in the lobby window, clearly visible to the public.

C. The contactor must not tamper with, or adjust controls regulating water treatment equipment, or HVAC equipment.

D. The CONTRACTOR shall furnish identification vests with the CONTRACTOR's name and a picture ID badge which shall be worn by all employees at all times when working within the rest area building and grounds. Class II Safety Vests shall be worn when working outside of the Rest Area Building.

E. The CONTRACTOR shall provide trash containers and trash services that shall be inclusive of the contract and shall be provided by a reputable, licensed disposal service company.

F. The CONTRACTOR shall have **SEPARATE CREWS FOR MOWING AND JANITORIAL SERVICES**. Personnel assigned to janitorial duties shall not be assigned to mowing duties on the same day.

G. The **FLAG POLE AT THE REST AREA SHALL BE MAINTAINED** and the flag will be lowered and raised to and from half-staff as called upon. The CONTRACTOR shall sign up to receive Flag Honor Notifications and Press Releases through the https://www.michigan.gov/whitmer/news/flag-honors website.

WORK SCHEDULE

Attendant must be on site and working during all required hours of coverage as listed in the HOURS OF WORK Section VI.

The following list of duties shall be posted in the maintenance room:

RESTROOMS

A. Daily

1. Primary cleaning as specified below shall be completed between the hours of 6:00A.M. 8:00 A.M. During the winter months, snow and ice removal shall be first priority after replenishing supplies.

    a. Close off washroom and place closed sign in front of door while cleaning as necessary. Restroom shall be closed a maximum of 20 minutes. Open alternate restroom if available.
    b. Perform cleaning survey of all areas - note problems with lights, faucet leaks, flush valves, floor tiles, drains. Fill out condition report.
    c. Replenish supplies (toilet tissue, hand soap, etc.)
    d. Clean and disinfect door, door pulls, window, kick plates, etc.
    e. Sanitary napkin receptacle - remove bag, disinfect container and install new bag.
    f. Disinfect outside of toilets, top and bottom of seats, and flush valves. Allow to dwell 5 minutes. DO NOT USE ACID BOWL CLEANER.
    g. Punch water out of toilet traps.
    h. Apply acid bowl cleaner to Johnny mop and clean inside of toilet bowl. Pay special attention to under the rim of the bowl.
    i. Disinfect outside of urinals and flush valves. Allow to dwell 5 minutes. DO NOT USE ACID BOWL CLEANER.
    j. Apply acid bowl cleaner to Johnny mop and clean inside of urinal bowl. DO NOT USE ON WATERLESS URINALS
    k. Apply properly diluted specified cleaner to waterless urinal by misting onto the urinal surface and wiping away with a rag or sponge. Never apply cleaner directly to cartridge. Do not pour water or other liquid into the urinals
    l. Clean mirrors.
    m. Clean and disinfect sinks, counter tops, fixtures and front of vanity.
    n. Wipe disinfectant from toilets, seats, flush valves, urinals.
    o. Spot clean walls, ceilings and partitions - remove graffiti.
    p. Pick up trash and sweep floor
    q. Empty rest room garbage cans.
    r. Mop floors using liquid detergent disinfectant.
    s. Place floor dryers as needed to dry floor prior to re-opening rest room.
    t. Report needed repairs to MDOT contact person.
    u. A fourteen (14) day supply of supplies shall be on hand in the storage room at all times. Supplies will be on shelves or in cabinets if provided.
    v. Purge all urinals with 3-5 gallons of hot clean water daily.

2. Spot clean and check condition of supplies throughout the day. Repeat any primary cleaning specifications as necessary, a minimum of three spot cleanings shall be done between the hours of 8:00 A.M. and end of the daily coverage.

a. Clean and sanitize all porcelain fixtures.
b. Refill all tissue dispensers.
c. Wash walls around sinks and hand dryers.
d. Sweep floors and spot mop as needed.
e. Remove writing from walls, door, and stall partitions.
f. Check grounds and walks and spot clean.

B. Weekly

1. Disinfect and clean entire walls and partitions
2. Remove and clean plastic light fixture covers with soap and water
3. Clean window screens.

C. Monthly

1. Scrub tile floors using 175 r.p.m. rotary floor machine, 15 dia. brush spread with 15", dia, "ZIM-GRIT" - Green ZZ scrubber pad or approved alternate.

   Procedure:
   a. Close restroom - sign properly displayed
   b. Sweep area thoroughly; remove gum or sticky substances with putty knife
   c. Fill bucket with carefully measured 20-36%w E.P.A. registered phosphoric acid - base solution
   d. Place wet floor signs in area
   e. Liberally apply cleaning solution to floor with wet-mop
   f. Allow solution to dwell 5 minutes
   g. Scrub floor with 175 r.p.m. rotary floor machine and zim-grit scrub pad or approved alternate.
   h. Scrub corners and areas that the machine will not reach with manual swivel scrub brush.
   i. Pickup scrubbing solution with wet mop
   j. Empty bucket - refill with clean rinse water
   k. Rinse floor and corners thoroughly - change water again
   l. Pickup rinse water with dry mop
   m. Dry-mop, allow to dry, remove wet floor signs.

2. Wash restroom walls, partitions, toilets, and urinals with portable pump-up sprayer. DO NOT USE POWER WASHER.

   Procedure:
   a. Close restroom
   b. Remove all paper products
   c. Trip the circuit to hand dryers and electrical outlets
   d. Cover all hand dryers, and electrical outlets with plastic duct tape
   e. Wear gloves and eye protection
   f. Prepare detergent-disinfectant solution according to manufacturer's directions
   g. Apply cleaning solution to walls and partitions (**DO NOT SPRAY CEILING**)
   h. Wash toilets, urinals, flush valves
   i. Allow solution to dwell 10 minutes
   j. Rinse thoroughly with clean, warm water
   k. Wipe down walls, toilets, urinals with clean cloth

l. Dry mop floor
m. Turn all electrical circuits back on.

3. Clean drains with approved disinfectant

4. Completely clean ceiling vent covers

5. Turn off heat to ceiling heaters and clean

LOBBY / ENTRANCE WAYS

A. Daily

1. Clean and disinfect drinking fountains
2. Empty trash receptacles, clean and disinfect inside and outside all waste receptacles presenting a soiled odorous condition
3. Replace receptacle liners when torn or soiled
4. Sweep and mop lobby and entrance floor with detergent disinfectant - proper signing necessary.
5. Vacuum entryway floor mats.
6. Clean trash receptacles - remove cigarette butts from containers
7. Pick up litter papers etc.
8. Wash plastic map cases with mild soap and water (inside and outside surfaces) - do not use harsh chemicals or abrasive materials on plastic display windows, including map and display cases mounted on the outside of the building.
9. Wash windows/doors that are accessible to public.
10. Spot clean ceilings

B. Weekly

1. Remove entrance grates and sweep debris out of catch basin
2. Clean window screens

C. Monthly

1. Wash all windows including upper level truss windows with squeegee where applicable.
2. Clean ceiling and beams/trusses with soap and water.
3. Wash walls.
4. (April – October only) Power wash entrance ways and sidewalk from building entrance to parking lot. Remove gum by spraying with an aerosol gum remover.
5. (April – October only) Power wash all plastic picnic table tops and seats throughout the rest area grounds.

STORAGE AREAS

A. Daily

1. Pick up litter; keep storage area neat and tidy
2. Record Water use and phosphate/chlorination operation report
3. Maintain Telephone Log
4. Dispose of used, empty cleaning bottles
5. Visual inspection of all equipment (water heaters, pipes, furnace) for possible leaks

B. Intermittently (as needed)

1. Document incidents on Rest Area Incident Report
2. Update Rest Area Condition Report
3. Complete Non-Holiday Rest Area Coffee Break Permit – Certificate of Compliance and submit to CONTRACT ADMINISTRATOR

C. Weekly

1. Sweep and mop floor

D. Monthly

1. Clean drains with approved disinfectant cleaner
2. Wash walls, ceiling, pipes and light fixtures.

PARKING LOT

A. Daily

1. Apply oil dry products to parking lot stalls to soak up motor vehicle fluids.
2. All oil dry areas shall be swept up and disposed in the designated trash containers.
3. Large and significant spills to which there may be a run-off need to be reported to MDOT/CRC immediately.

PAYMENT

Payment for the completed work shall be included in the following contract unit price for all labor, equipment and materials required to satisfactorily complete the work described herein.

APPROVED MATERIALS - (SEE APPENDIX)

CONTRACTOR must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance. Estimated quantity is annually per Rest Area.

III. REST AREA: GENERAL GROUNDS AND FLOWER BED REQUIREMENTS

This specification is for the rest area general grounds, flowerbed preparation, planting, and maintenance. The CONTRACTOR is responsible for providing the flowers as specified by MDOT/CRC.

THE FOLLOWING LIST OF DUTIES SHALL BE POSTED IN THE MAINTENANCE ROOM.

WORK SCHEDULE

The minimum work schedule is outlined in the following paragraphs.

GROUNDS

A. Daily

1. Pick up paper, cigarette butts and litter including animal droppings.
2. Clean picnic tables, stoves and park benches.
3. Water and maintain flower beds or as needed as described below.
4. Empty trash containers and replace liners. Disinfect barrels if soiled.
5. Clean sidewalks as needed for snow and ice removal. Apply de-icier chemicals **after snow removal is complete**. All walks must be kept free of snow and ice the full width at all times. CONTRACTOR is responsible for removing any snow left between the parking area (curbside) and the sidewalk. All curb cuts must be kept clear of snow and ice. This should be done as often as needed.
6. Sweep sidewalks when snow is not present. Sweep excess salt from sidewalk after it is clear and dry.
7. Patrol parking lots for debris and dispose of properly. Sweep curb.
8. Clean cigarette snuffers.
9. Wash plastic map and display cases located on the plaza with mild soap and water (inside and outside); do not use harsh chemicals or abrasive materials on plastic windows.

B. Weekly

1. Water any new landscape plantings as requested by MDOT/CRC CONTRACT ADMINISTRATOR.
2. Maintain and weed landscaped beds, flowerbeds, and wood chipped areas. All described areas to be kept neat and weed free. Keep sidewalks clean and weed free. **Weeds must be hand pulled**. **NO HERBICIDE OR CHEMICALS OF ANY KIND WILL BE ALLOWED.**
3. Clean and disinfect trash barrels.

ANNUAL FLOWERS

A. Procedures for annual flower bed preparation

1. Before working beds, check the soil to determine if it has dried sufficiently. If moisture drips out when you squeeze a handful of soil or the soil ball holds together tightly and will not break apart easily when struck with you hand then the bed is too wet to work.
2. Pull all weeds before preparing soil.
3. Add grower's mix as specified on the rest area planting sheets.
4. Spade or rototill to a depth of 6 to 9 inches to incorporate the peat mix. Be sure the products are mixed thoroughly with existing soils.
5. After soil and peat mix have been blended, rake area clean of any large stones or roots.
6. Flowerbed preparation:
   a. Where the flowerbed is adjacent to turf, mound the soil in the center of the bed to 2-4 inches above existing soil level then taper the soil to the edge of the bed.
   b. When bed has concrete bordering it, keep soil 1" down and 2-3" in back of concrete. This will help to stop the soil from washing out of the bed when it rains or is watered.
   c. When plants are to be grown in a raised planter/bed, mounding of soils as discussed at the Pre-Maintenance Meeting
   d. Where mulch is used within the flowerbeds – do not mound mulch around plants. Assess the condition of the existing mulch and replace or add to where necessary. Contact CONTRACT ADMINISTRATOR for clarification if needed

B. Procedures for planting annual flowers

1. CONTRACTOR will furnish flower species as specified as specified during Pre-Maintenance meeting and in contract. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE A SAFE PLANTING DATE BASED ON THE GEOGRAPHICAL LOCATION OF THE REST AREA AND HISTORICAL WEATHER CONDITIONS. ANY DEAD PLANTS SHALL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO MDOT.**
2. Just prior to planting, add quantity of fertilizer as specified for flowerbeds. Rake and blend fertilizer into the top 2" of soil.
3. Space plants according to the spacing chart.
4. Dig hole slightly larger than the root ball, set the plants at the same level at which they were growing in the container. Carefully firm soil around the roots.
5. **Once flowers are planted, they need to be watered thoroughly before leaving the area.** Water to a depth of 6 inches to establish a good root system.

C. Spacing of plants

See Annual Flower Spacing Chart below

ANNUAL FLOWER SPACING CHART		
Alyssum	9	inches on center
Basil	12	inches on center
Begonia	7	inches on center
Brachycome	8	inches on center
Coleus	8	inches on center
Cosmos	10	inches on center
Dahlberg Daisy	6	inches on center
Dianthus	7	inches on center
Dusty Miller	8	inches on center
Flowering Cabbage/Kale	12	inches on center
Geraniums	12	inches on center
Impatiens	9	inches on center
Lobelia	8	inches on center
Marigold (French)	8	inches on center
Marigold (American)	10	inches on center
Pansies	6	inches on center
Petunias	10	inches on center
Rudbeckia	10	inches on center
Salvia	7	inches on center
Snapdragon	8	inches on center
Verbena	7	inches on center
Vinca	7	inches on center

D. Procedures for maintaining flowers

1. Watering

   a. Do not allow soil to dry out.
   b. Water in the morning.
   c. Water thoroughly, with water hose, allowing the water to penetrate down to a depth of four to six inches to encourage deep root growth. Probe the soil to determine when the water has reached these depths.

2. Weeding

   a. Remove weeds daily.
   b. Remove weeds carefully either by pulling or lightly scratching the surface with a hoe in order to cut weeds off just below the soil level.

3. Removing Faded Flowers: This is known as "deadheading" and is necessary to keep the plants attractive, from going to seed and to prevent diseases (because of deadheading,

the plants will produce more flowers and be tidier). See table below for the frequency and maintenance procedure required for each variety.

4. Deadheading According To Variety: All the plant material we will be growing at the Rest Area(s) is/are listed below. The plant varieties are broken down into three maintenance levels. Each level explains how to maintain the particular variety throughout the entire season.

PLANT VARIETY BASED ON MAINTENANCE	
LOW MAINTENANCE: Faded flowers fall cleanly from the plant and do not need removing	
Alyssum	Dusty Miller
Basil	Flowering cabbage and kale
Begonias	Impatiens
Coleus	Vinca
Dahlberg daisy	
SEMI-LOW MAINTENANCE: Shear back once in mid-July. Shearing back is another form of deadheading. This is done only with this particular plant material. Only enough growth is sheared to remove the flower heads. **No more than 33% - 50% of the plants top growth should be removed**	
Lobelia	
Petunia	
MEDIUM MAINTENANCE: Plants that need deadheading at least twice a week or as blossoms die. Pinch off faded flowers with your fingers just below the flower head, or pinch off complete stems depending on the particular plant. Be sure to remove the seedpod also.	
Brachycome (Swan River Daisy)	Rudbeckia
Cosmos	Salvia
Dianthus	Snapdragon
Geraniums	Strawflower
Marigold	Verbena
Pansies	

5. Fall Plant Removal (as approved by MDOT)

   After frost has blackened the tops of the annuals, remove plants, roots and all, from the beds and rake smooth.

NOTE: The CONTRACTOR is responsible for providing the flowers, peat mix and fertilizer, as specified by MDOT, for the Contract Period growing seasons.

E. PAYMENT

Payment for all labor, equipment and materials required to satisfactorily complete the work described herein shall be incidental to the contract unit price REST AREA MAINTENANCE.

IV. REST AREA: LAWN MAINTENANCE

This specification is for rest area lawn maintenance, which includes but not limited to lawn mowing and trimming, edging, and mulching, removal of clippings and other lawn debris.

MOWING SEASON

For the purposes of this specification, the regular mowing season is defined as starting the 1st of May and ending in mid-October approximately 26 lawn maintenance cycles. Any mowing cycles before May 1 or after October 31 will require a PRIOR WRITTEN APPROVAL from the CONTRACT ADMINISTRATOR.

PRE-MOWING MEETING

Prior to the beginning of each mowing season the CONTRACTOR and the CONTRACT ADMINISTRATOR will review the grounds to identify any existing damages to landscape items. For the purpose of this specification, the regular Mowing season is defined starting the 1st of May and ending in mid-October.

DAMAGES

A. The CONTRACTOR will be held liable for all damage done, as a result of his operation, to fixed objects such as signs, posts, buildings, sprinkling system and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs, and rutting, scalping or tearing turf.

B. Costs associated with damage caused by the CONTRACTOR to plant material will be assessed based on current Michigan Forest and Parks Association's MICHIGAN TREE EVALUATION GUIDELINES.

C. All turf damage repairs shall be made by the CONTRACTOR as herein specified. Seed shall meet purity and germination requirements as specified by the CONTRACT ADMINISTRATOR, and shall be a mixture of 30% perennial ryegrass, 45% Kentucky bluegrass, and 25% fine fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed from April 15th through May 31st, and August 15th through September 30th, unless otherwise directed by the CONTRACT ADMINISTRATOR.

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

E. The CONTRACTOR will be billed for all costs related to the damages caused by his operation or be required to repair the damages as directed by the CONTRACT ADMINISTRATOR.

COORDINATION WITH OTHER ACTIVITIES

A. THE CONTRACTOR SHALL USE DISCRETION WHEN MOWING NEAR THE PUBLIC. THE LAWN MIAINTENANCE CYCLE SHALL BEGIN ON VACATED GROUNDS FIRST, THEN CONTINUE S0 AS NOT TO INCONVENIENCE THE VISITORS. THE SAFETY OF VISITORS SHALL NOT BE JEOPARDIZED IN ORDER TO COMPLETE THE CYCLE.

B. Landscaping, weed spray, fertilization or other work performed by MDOT/CRC, contract agencies or other CONTRACTORs may occur during the life of this contract; therefore, the CONTRACTOR shall coordinate his operations with other activities as directed by the CONTRACT ADMINISTRATOR.

EQUIPMENT

A. The CONTRACTOR shall furnish all equipment and necessary supplies to do the work, including but not limited to:

1. Gas powered mowers
2. Gas powered edging machines
3. Gas powered string trimmers
4. Gas powered portable blowers
5. Brooms, leaf rakes and other hand tools as needed

B. The CONTRACTOR shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner. The equipment furnished by the CONTRACTOR must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this specification. All equipment will be of such a type so that the height of cut can be adjusted to three (3) inches.

C. Under no circumstances shall MDOT/CRC be responsible for any theft, vandalism, or damage to the CONTRACTOR's equipment.

D. The CONTRACTOR's equipment WILL NOT be stored on MDOT property for any reason. If due to the weather the CONTRACTOR does not finish a lawn maintenance cycle in one working day the equipment shall be removed from MDOT property until such time as the weather permits completing the cycle.

LAWN MAINTENANCE CYCLE

A. The lawn maintenance cycle includes: grass mowing, trimming and edging, proper removal, disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clipping and organic debris by the CONTRACTOR and maintaining shredded bark mulch around all landscape material according to the following specification. There shall be no grass mowing, trimming and edging outside the mowing season as defined in these specifications without the approval of the CONTRACT ADMINISTRATOR.

B. A lawn maintenance cycle shall be completed at a minimum of once a week. Depending on the seasonal weather conditions increased cycles may be required, however, any additional mowing cycles beyond the once a week mowing shall be approved by the CONTRACT

ADMINISTRATOR prior to mowing. Any additional mowing will not be paid for unless approved.

C. A lawn maintenance cycle SHALL NOT be done on Saturdays, Sundays or holidays unless approved in advance by the CONTRACT ADMINISTRATOR.

D. 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.

E. All clippings, edging debris, leaves, and other debris shall be removed from the site at the CONTRACTOR's expense and shall not be disposed of on MDOT property.

MOWING

A. Approximate areas to be mowed are indicated on the enclosed map(s).

B. Grass shall be mowed when it reaches an average height of five (5) inches, to an average height of three (3) inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle. Grass in the drainage field is exempt from five (5) inch height restriction but must not exceed 12 inches in height, which may allow for less mowing frequency.

1. GRASS SHALL NOT BE MOWED WHEN WET. Grass also shall not be mowed during drought conditions, when grass is not growing, unless directed and approved by the CONTRACT ADMINISTRATOR.

2. Clippings shall be removed, if visible, after mowing.

3. All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas and flower and shrub beds.

4. The CONTRACTOR is responsible for keeping wood chip material confined to the original mulched areas.

5. Limbs and debris shall be removed from the mowing area prior to mowing. Debris includes any litter in the mowing.

GRASS TRIMMING

Trim grass around all fixed objects and trees at every mowing. Also trim along the fence adjacent to any mowed areas. Extreme care shall be used to prevent injury to MDOT fixed objects and trees. CONTRACTOR will be liable for damages as determined by the CONTRACT ADMINISTRATOR.

EDGING

Edge along all walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than 1/2 inch from edge of sidewalk/curb to lawn surface. All edging debris shall be removed from the site. An Edger shall be used; a string trimmer is not to be used for edging.

MULCHING

A. CONTRACTOR to furnish and place shredded bark mulch prior to start of the yearly mowing activities according to the following specifications.

B. The CONTRACTOR shall place shredded bark mulch around all individual trees, landscape plants and all landscape bed areas that were previously mulched within the rest area site.

C. The mulch shall be clean shredded bark mulch, void of sticks, needles, insects or any extraneous materials. The CONTRACT ADMINISTRATOR shall approve the CONTRACTOR's source for mulch at the point of purchase.

D. Upon notification, the CONTRACTOR shall place shredded bark mulch around all individual landscape plants and landscape bed areas within the rest area site.

E. Mulch shall be placed to a minimum uniform 4-inch depth covering the entire mulched area. The diameter of the mulch ring for individual plants shall be:

1. 12 inch diameter plants and less - 3 foot ring
2. 12-24 inch diameter plants - 4-foot ring
3. 24 inch diameter or larger - 5 foot ring
4. The outside edge of the mulch shall be even or level with the adjacent grass or walk.

F. Individual evergreen plants shall be mulched to a diameter one foot greater than the spread of lower branches at the ground level. Evergreens with lower branches removed, and with grass growing up to the trunk shall be mulched as per above individual plant specifications. In no case shall lower branches be covered with mulch.

G. AUSTRIAN AND SCOTCH PINES SHALL NOT BE MULCHED.

H. Mulch shall not be placed against the tree trunk so as to cause insect damage to the trunk.

I. Mulch shall be replenished each spring and as required to maintain the specified depth, or as directed by the CONTRACT ADMINISTRATOR.

J. The CONTRACTOR is responsible for keeping shredded bark material confined to the original mulched area. The CONTRACTOR is responsible for keeping shredded bark material confined to the original mulched area.

SPRING AND FALL CLEANUP

Prior to the first mowing of the season and after the last mowing, the contactor shall rake all leaves; sticks, trash, and other debris from the lawn and dispose of at his/her own expense.

PAYMENT

The completed work will be paid for at the Contract unit price for each item and paid in full for all labor, equipment and materials required to satisfactorily complete the work as described herein. Invoice shall show the date mowing was performed.

V. REST AREA: REFUSE DISPOSAL SERVICE

This specification is for the refuse disposal services at the State Rest Areas and shall be included in the contract.

CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

A. The CONTRACTOR shall have a licensed vendor place 1 metal 6 cubic yard rubbish container with lids at each facility, in an area identified by MDOT/CRC, at the contracted facilities

B. The 6yd containers shall be emptied every Monday and Friday of each week and at no time shall the dumpsters be allowed to overflow. The cost of refuse pick-up and disposal is the CONTRACTOR's responsibility.

C. It is the CONTRACTOR's responsibility to make sure the 6 yd. containers remain in good condition for the life of the contract and that said condition may be subject to review by MDOT/CRC.

D. Containers and related equipment must meet all current safety regulations of the State of Michigan and be maintained in good repair and appearance.

E. No additional charges will be allowed for initial setup of containers or removal of containers, including added fuel surcharges and dumping fees.

F. Refuse shall be removed and disposed of in accordance with the current rules and regulations of the governing agencies of Public Health, Natural Resources, Transportation and County Health Department of Public Works.

APPENDIX

APPROVED MATERIALS LIST

REST AREA INCIDENT REPORT

NON-HOLIDAY REST AREA COFFEE BREAK PERMIT – CERTIFICATE OF COMPLIANCE