AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

March 16, 2016

STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES
PROCUREMENT SERVICES

525 W. Allegan St.
Lansing, MI 48933

PO Box 30028
Lansing, MI 48909

CHANGE NOTICE NO. 2
to
CONTRACT NO. 751B4300038
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Ultimate Lawn Services, LLC 32727 Greenwood Dr. Chesterfield, MI 48047	John Sheker	ultimatelawnservice@yahoo.com
	TELEPHONE	VENDOR ID#, MAIL CODE
	586-630-6552	2XXXXX1041 / 001

STATE CONTACT	DNR DIVISION	NAME	TELEPHONE	EMAIL
Program Manager	Parks & Recreation	Duane Askew	586-465-2160	askewd@michigan.gov
Contract Administrator	Procurement Services	Ruth Thole	517-284-5973	tholer@michigan.gov

CONTRACT SUMMARY

Grounds Maintenance Services – Mt. Clemens Field Office and Area BAS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
05/15/2014	03/31/2015	Four 1-year	03/31/2016

PAYMENT TERMS	F.O.B.	SHIPPED TO
2%/10; net 30 days	N/A	N/A

MINIMUM DELIVERY REQUIREMENTS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-Card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	1 Year	☐		03/31/2017

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$21,810.00	$4,645.00	$26,455.00

DESCRIPTION:

Effective March 15, 2016, the second option year is exercised and the Contract is increased by $4,645.00. The revised Contract expiration date is March 31, 2017.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DNR Procurement Services approval.

FOR THE CONTRACTOR:

Ultimate Lawn Services, LLC

Authorized Agent Signature

John Sheker / Vice President

Authorized Agent (Print or Type)

3-14-16.

Date

FOR THE STATE:

Department of Natural Resources

Ruth Thole

Signature

Ruth Thole / Buyer

Name/Title

3/16/16

Date

May 26, 2015

Michigan Department of Natural Resources – Procurement Services
P.O. Box 30028, Lansing, MI 48909
OR
525 W. Allegan, Lansing, MI 48933

CHANGE NOTICE NO. 1 TO CONTRACT NO. 751B4300038
Between
STATE OF MICHIGAN
and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor	Primary Contact	
Ultimate Lawn Services, LLC **32727 Greenwood Dr.** **Chesterfield, MI 48047**	**John Sheker**	
	Email **ultimatelawnservice@yahoo.com**	
	Telephone **586-630-6552**	Contractor #, Mail Code **2XXXXX1041 / 001**

State Contact	Agency	Name	Telephone	Email
Program Manager	Parks & Recreation	Duane Askew	586-465-2160	askewd@michigan.gov
Buyer	DNR Procurement Services	Ruth Thole	517-284-5973	tholer@michigan.gov

Initial Contract Summary

Grounds Maintenance Services – Mt. Clemens Field Office and Area BAS

Effective Date	Initial Expiration Date	Initial Available Options	Expiration Date Prior to Change
05/15/2014	**03/31/2015**	**Four 1-year**	**03/31/2015**
Payment Terms **2%/10; net 30 days**	F.O.B. **N/A**	Delivery **N/A**	Shipped From **N/A**
Minimum Delivery Requirements **N/A**		Alternate Payment Options ☐ P-Card ☐ Direct Voucher (DV)	Available to MiDeal Participants ☐ Yes ☒ No

Description of Change Notice

Option Exercised: ☒ Yes ☐ No If Yes, New Expiration Date: **03/31/2016**

Effective immediately, the following changes are made to this Contract:

1. **The first of four renewal options is exercised and this Contract is hereby extended to March 31, 2016.**
2. **The Contract Value is increased $10,905.00.**
3. **Applications of herbicide, fertilizer, broad leaf weed killer, and grub control are removed from the contract.**
4. **The Program Manager is changed to Duane Askew.**

All other terms, conditions, pricing and specifications remain unchanged.

Per Agency request, Contractor agreement and Procurement Services approval.

Value/Cost of Change Notice	Estimated Revised Aggregate Contract Value
$10,905.00	**$21,810.00**

FOR THE CONTRACTOR:

Ultimate Lawn Services, LLC

Authorized Agent Signature

John Sheker / Vice President

Authorized Agent and Title (Print or Type)

5-25-15

Date

FOR THE STATE:

Department of Natural Resources

Ruth Thole

Authorized Buyer Signature

Ruth Thole / Buyer

Authorized Buyer (Print or Type)

5/26/15

Date

ATTACHMENT TO CHANGE NOTICE 1
751B4300038

Revised Exhibit B
Price Sheet

	Description	Est # of Service Occasions per Year	Unit Price	Estimated Yearly Amount
	Mt Clemens Field Office, 28681 Old North River Rd., Mt Clemens, MI 48045			
	Mow and Trim lawns and grassy areas; every 7 days or as requested by DNR Program Manager. (includes litter clean up)	20	$ 80.00 Per Occasion	$ 1,600.00
	Edge walks and driveways; once per month.	5	No charge	$ .00
	Trim shrubs; 1 time per season.	1	No charge	$ .00
	Fair Haven BAS, 8111 Dixie Hwy, Fair Haven, MI 48023			
	Mow and Trim lawns and grassy areas; every 7 days or as requested by DNR Program Manager. (includes litter clean up)	20	$ 30.00 Per Occasion	$ 600.00
	Edge walks and driveways; once per month.	5	No charge	$ .00
	Selfridge BAS, 29028 Wm. P. Rosso Hwy, Harrison Twp., MI 48045			
	Mow and Trim lawns and grassy areas; every 7 days or as requested by DNR Program Manager. (includes litter clean up)	20	$ 135.00 Per Occasion	$ 2,700.00
	Edge walks and driveways; once per month.	5	No charge	$ .00
	Trim shrubs; 1 time per season.	1	No charge	$ .00
	Harley Ensign BAS, 32995 S. River Rd., Harrison Twp., MI 48045			
	Mow and Trim lawns and grassy areas; every 7 days or as requested by DNR Program Manager. (includes litter clean up)	20	$ 100.00 Per Occasion	$ 2,000.00
	Edge walks and driveways; once per month.	5	No charge	$ .00
	Trim shrubs; 1 time per season.	1	No charge	$ .00
	Clinton River Cut Off BAS, 36110 Jefferson Ave, Harrison Twp., MI 48045			
	Mow and Trim lawns and grassy areas; every 7 days or as requested by DNR Program Manager. (includes litter clean up)	20	$ 80.00 Per Occasion	$ 1,600.00
	Edge walks and driveways; once per month.	5	No charge	$ .00
	Trim shrubs; 1 time per season.	1	No charge	$ .00

May 21, 2014

Michigan Department of Natural Resources – Procurement Services
P.O. Box 30028, Lansing, MI 48909
OR
525 W. Allegan, Lansing, MI 48933

NOTICE
OF
CONTRACT NO. 751B4300038
Between
STATE OF MICHIGAN
and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor	Primary Contact	
Ultimate Lawn Services, LLC **32727 Greenwood Dr.** **Chesterfield, MI 48047**	**John Sheker**	
	Email **ultimatelawnservice@yahoo.com**	
	Telephone **586-630-6552**	Contractor #, Mail Code **2XXXXX1041 / 001**

State Contact	DNR Agency	Name	Telephone	Email
Contract Administrator	Parks & Recreation	Adam Lepp	586-465-2138	leppa@michigan.gov
Buyer	Procurement Services	Ruth Thole	517-284-5973	tholer@michigan.gov

Contract Summary			
Description **Grounds Maintenance Services – Mt. Clemens Field Office and Area BAS**			
Initial Term **Approx. 1 year**	Effective Date **05/15/2014**	Initial Expiration Date **03/31/2015**	Available Options **Four 1-year**
Payment Terms **2%/10 days, Net 30 days**	F.O.B. **N/A**	Delivery **N/A**	Shipped From **N/A**
Minimum Delivery Requirements **N/A**		Alternate Payment Options ☐ P-Card ☐ Direct Voucher (DV)	Available to MiDeal Participants ☐ Yes ☒ No
Miscellaneous Information			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: $10,905.00			

[redacted]

Michigan Department of Natural Resources – Procurement Services
P.O. Box 30028, Lansing, MI 48909
OR
525 W. Allegan, Lansing, MI 48933

CONTRACT NO. 751B4300038
Between
STATE OF MICHIGAN
and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor	Primary Contact	
Ultimate Lawn Services, LLC **32727 Greenwood Dr.** **Chesterfield, MI 48047**	**John Sheker**	
	Email **ultimatelawnservice@yahoo.com**	
	Telephone **586-630-6552**	Contractor #, Mail Code **2XXXXX1041 / 001**

State Contact	DNR Agency	Name	Telephone	Email
Contract Administrator	Parks & Recreation	Adam Lepp	586-465-2138	leppa@michigan.gov
Buyer	Procurement Services	Ruth Thole	517-284-5973	tholer@michigan.gov

Contract Summary

Description

Grounds Maintenance Services – Mt. Clemens Field Office and Area BAS

Initial Term	Effective Date	Initial Expiration Date	Available Options
Approx. 1 year	**05/15/2014**	**03/31/2015**	**Four 1-year**
Payment Terms **2%/10 days, Net 30 days**	F.O.B. **N/A**	Delivery **N/A**	Shipped From **N/A**
Minimum Delivery Requirements **N/A**		Alternate Payment Options ☐ P-Card ☐ Direct Voucher (DV)	Available to MiDeal Participants ☐ Yes ☒ No

Miscellaneous Information

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: $10,905.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation No. 075114B0001814. Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:

Ultimate Lawn Services, LLC

Authorized Agent Signature

John Sheker V.P.

Authorized Agent (Print or Type / Title

5-12-14

Date

FOR THE STATE:

Department of Natural Resources

Signature

Ruth Thole / Buyer

Name/Title

5/21/14

Date

STATE OF MICHIGAN
Department of Natural Resources
Procurement Services

Contract 751B4300038
Grounds Maintenance Services –
Mt. Clemens Field Office and Area Boat Access Sites

Contract Manager Name: Ruth Thole
Telephone Number: 517-284-5973
E-Mail Address: tholer@michigan.gov

This is a Contract for Grounds Maintenance Services as described in Exhibit A (the “Contract Activities”).

STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and **Contractor**. This Contract is effective on May 15, 2014 and, unless terminated, expires on March 31, 2015.

This Contract may be renewed for up to four (4) additional one-year periods. Renewal must be by written agreement of the parties.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

   If to State:
   Ruth Thole
   Department of Natural Resources
   Procurement Services
   PO Box 30028
   Lansing, MI 48909
   tholer@michigan.gov
   517-284-5973

   If to Contractor:
   John or Angela Sheker
   Ultimate Lawn Service
   32727 Greenwood Dr.
   Chesterfield, MI 48047
   586-630-6552
   Ultimatelawnservice.com

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a "**DNR Program Manager**"):

State:
Ruth Thole
Department of Natural Resources
Procurement Services
PO Box 30028
Lansing, MI 48909
tholer@michigan.gov
517-284-5973

Contractor:
John or Angela Sheker
Ultimate Lawn Service
32727 Greenwood Dr.
Chesterfield, MI 48047
586-630-6552
Ultimatelawnservice.com

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

State:
Adam Lepp, Supervisor
Michigan Department of Natural Resources
Mt. Clemens Field Office
28681 Old North River Road
Harrison Twp., MI 48045
leppa@michigan.gov
586-465-2138

Contractor:
John Sheker
Ultimate Lawn Service
32727 Greenwood Dr.
Chesterfield, MI 48047
586-630-6552
Ultimatelawnservice.com

5. **Performance Guarantee**. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Motor Vehicle Insurance	
Minimal Limits: $1,000,000 Per Occurrence	
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $100,000 Each Accident $100,000 Each Employee by Disease $500,000 Aggregate Disease.	

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the DNR Program Manager, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the DNR Program Manager within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

7. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

8. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

9. **Staffing.** The State's DNR Program Manager may require Contractor to remove or reassign personnel by providing a notice to Contractor.

10. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

11. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.

12. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

    In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

13. **Ordering.** Contractor is not authorized to begin performance until receipt of an authorizing Purchase Order.

14. **Acceptance**. Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("State Review Period"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review

Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section **Error! Reference source not found.**, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

15. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. Payment terms are as agreed between the Contractor and the State. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use. Prices are exclusive of all taxes, and Contractor shall be solely responsible for payment of any applicable taxes.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

    The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

    Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

16. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

17. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

    If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to

have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

18. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section **Error! Reference source not found.**, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved "Transition Responsibilities."

19. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of 90 days, provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

20. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (c) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

    The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

    The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

    Any litigation activity on behalf of the State, or any of its subdivisions under this Section and Section **Error! Reference source not found.**, Intellectual Property Indemnification, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

21. **Intellectual Property Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any claims arising out of or relating to copyright, patent, trademark, or trade secret infringement. Notwithstanding the foregoing, Contractor has no obligation to pay any costs, damages or attorneys' fees related to any infringement claim that arises out of: (a) compliance with designs, plans, or specifications furnished by or on behalf of the State as to any piece of equipment, software, commodity, or service, or (b) the combination, operation or use of the equipment, software or commodity with equipment, software or commodities not supplied by Contractor under this Contract.

    If, in either party's opinion, any piece of equipment, software, commodity or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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

23. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

24. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

25. **Non-Disclosure of Confidential Information**. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

    A. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

    B. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information

to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

C. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

D. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

E. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within five (5) calendar days from the date of termination to the other party.

26. Records Maintenance, Inspection, Examination, and Audit. Under MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

27. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must

assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section **Error! Reference source not found.**, Termination for Cause.

28. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

29. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

30. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

31. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register complied under MCL 423.322.

32. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

33. **Non-Exclusivity.** Nothing contained in this Contract is intended nor shall be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

34. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

35. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective DNR Program Managers or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

    Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days.

The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

36. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

37. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

38. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

39. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

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

41. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

42. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Contract 751B4300038
Grounds Maintenance Services – Mt. Clemens Field Office and Area Boat Access Sites

EXHIBIT A - STATEMENT OF WORK
CONTRACT ACTIVITIES

This exhibit identifies the anticipated requirements of this Contract.

1. Contract Activities

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary to perform grounds maintenance services.

A. Service Locations:

i. Mt. Clemens Field Office, 28681 Old North River Road, Harrison Twp., MI 48045

ii. Fair Haven Boat Access Site, 8111 Dixie Hwy, Fair Haven, MI 48023

iii. Selfridge Boat Access Site, 29028 William P. Rosso Hwy, Harrison Twp., MI 48045

iv. Harley Ensign Boat Access Site, 32995 S. River Rd., Harrison Twp., MI 48045

v. Clinton River Cut Off Boat Access Site, 36110 Jefferson Ave. Harrison Twp., MI 48045

B. Service Specifications:

i. Services shall be performed according to schedules which have been mutually agreed upon by the DNR Program Manager and the Contractor. During inclement weather, weekly services may be skipped or rescheduled at the discretion of the DNR Program Manager. Any changes in scheduled service must be pre-approved by DNR Program Manager.

ii. Services shall be performed Monday through Friday; hours of service are as follows:

a) Mt Clemens field Office – between 7:00 a.m. and 3:00 p.m. Eastern Time.

b) Boat Access Sites (BAS) – between 8:00 a.m. and 6:00 p.m. Eastern Time.

iii. The DNR Program Manager or designee shall notify the Contractor by phone if regular service is not needed or should be rescheduled.

iv. Contractor shall be responsible for repair, replacement or cleanup of damages incurred to State property or private owned property as a result of carelessness of the Contractor while performing Contract Activities.

C. Clean up Specifications.

Before/during mowing, Contractor shall pick up and properly dispose of all litter, debris, etc. in areas to be mowed. No litter or debris shall be driven over by any cutting device.

D. Mowing Specifications.

i. Mowing shall be performed every seven (7) days or as requested by the DNR Program Manager.

ii. Grass shall be mown to a height of three inches (3”) to five inches (5”).

iii. Mowing equipment shall be kept at a distance from and not cause damage to trees, fences, and fence/sign posts.

iv. Mowing shall be done so as to blow grass clippings away from the public and all structures and vehicles. Vehicles are not to be sprayed with grass and stones.

v. Grass clippings shall be collected only as necessary. The Contractor shall comply with all regulations pertaining to yard clippings and their disposal according to State and Federal Guidelines (see Attachment 1).

E. Trimming Specifications

i. Trimming shall be performed every seven (7) days or as requested by the DNR Program Manager.

ii. Trimming shall be performed with string type trimmers or hand shears around structures, trees, curbs, fences, posts, walks, drives, etc.

iii. Grass and weeds around trees and fence/sign posts shall be trimmed by a means not damaging to the trees' bark or to the posts. Use of plastic shields is recommended with string type trimmers.

iv. New growth of vines, trees, etc. shall be trimmed a minimum of two (2) feet around fencing, guard rails, etc.

v. Grass and weeds shall be trimmed a minimum of six (6) feet from edges of drives, ramps, parking lots and walkways, including around rocks.

F. Edging Specifications

i. Walkways and driveways shall be edged one (1) time per month. Grass clippings, dirt and debris must be blown or swept from all walkways after use of edgers.

G. Herbicide Application:

i. Roundup herbicide shall be provided by Contractor and is approved for use by the DNR Program Manager.

ii. Herbicide shall be applied one (1) one time per month to weeds growing between cracks in parking lots and sidewalks. Herbicide shall be applied as recommended by manufacturer.

H. Fertilizer Application:

i. Lesco brand granular fertilizer (16-8-8), Trimec brand broad leaf weed killer, and Grub-X brand grub control shall be provided by Contractor and is approved for use by the DNR Program Manager.

ii. Fertilizer, weed killer, and grub control shall be applied two (2) times per season. Application shall be at the appropriate time in early spring and late summer.

I. Shrub Trimming:

Shrubs shall be trimmed one (1) time per year. Contractor shall collect and properly dispose of trimmings as necessary. Note: This service is not required at Fair Haven BAS

2. Equipment Requirements:

At a minimum, Contractor will utilize two 60" Exmark mowers and various Redmax hand-held equipment for performance of Contract Activities. Contractor must have a variety of equipment – mowers, power blowers, line trimmers, hand tools, etc. – in sufficient numbers to adequately perform the Contract Activities. In the event of mechanical breakdown, the Contractor will be expected to provide backup so that grounds maintenance services are performed as requested. Equipment failure **WILL NOT** constitute an acceptable reason for not performing Contract Activities.

3. Contractor Personnel Requirements:

The Contractor has dedicated three (3) staff personnel to perform the Contract Activities. All work shall be completed by trained personnel.

4. Disclosure of Subcontractors:

No subcontractors shall perform work under this Contract.

5. Reporting Requirements:

Upon completion of any service, the Contractor shall notify the DNR Program Manager that service was performed and indicate the sites service was performed**.** Within 24 hours of each service call, details shall be emailed to the DNR Program Manager or a written statement left with the Mt. Clemens Field Office receptionist to the attention of the DNR Program Manager. The service notifications must be detailed enough to easily match with invoices.

6. Pricing:

For authorized Services and Price List, see Exhibit B.

Pricing may be subject to change only at the time a Contract renewal is executed. Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

7. Ordering:

A Purchase Order is the appropriate authorizing document for ordering and payment of Contract Activities. The State will issue a blanket Purchase Order each year to authorize Contract activities during the current fiscal year.

8. Invoices and Payment:

A. **Invoice Requirements -** Invoices shall be submitted on a monthly basis and shall reflect actual work done. All invoices submitted to the State must include: (a) date; (b) quantity (number of hours); (c) description of the Contract Activities; (d) date Contract Activities performed; (e) unit price; and (f) total price. All invoices must be accompanied by a Daily Report form

B. **Payment Method -** The State will only disburse payments for Contract Activities through Electronic Funds Transfer (EFT).

C. **Payment Terms –** Contractor offers a quick payment discount of 2% if invoice is paid within 10 days) from the State's receipt of the invoice or delivery of the Deliverable(s), whichever is later..

STATE OF MICHIGAN

Contract 751B4300038
Grounds Maintenance Services – Mt. Clemens Field Office and Area Boat Access Sites

EXHIBIT B
PRICING

	Description	Estimated # of Service Occasions	Unit Price	Extended Amount
	Mt Clemens Field Office, 28681 Old North River Rd., Mt Clemens, MI 48045			
	Mow and Trim lawns and grassy areas; every 7 days or as requested by DNR Program Manager. (includes litter clean up)	20	$ 80.00 Per Occasion	$ 1,600.00
	Edge walks and driveways; once per month.	5	No charge	$ .00
	Apply herbicide to weeds growing between cracks in parking lots and sidewalks; once per month.	5	$ 10.00 Per Occasion	$ 50.00
	Apply granular fertilizer (16-8-8), broad leaf weed killer and grub control; 2 times per season.	2	$ 150.00 Per Occasion	$ 300.00
	Trim shrubs; 1 time per season.	1	No charge	$ .00
	Fair Haven BAS, 8111 Dixie Hwy, Fair Haven, MI 48023			
	Mow and Trim lawns and grassy areas; every 7 days or as requested by DNR Program Manager. (includes litter clean up)	20	$ 30.00 Per Occasion	$ 600.00
	Edge walks and driveways; once per month.	5	No charge	$ .00
	Apply herbicide to weeds growing between cracks in parking lots and sidewalks; once per month.	5	$ 10.00 Per Occasion	$ 50.00
	Apply granular fertilizer (16-8-8), broad leaf weed killer and grub control; 2 times per season.	2	$ 40.00 Per Occasion	$ 80.00
	Selfridge BAS, 29028 Wm. P. Rosso Hwy, Harrison Twp., MI 48045			
	Mow and Trim lawns and grassy areas; every 7 days or as requested by DNR Program Manager. (includes litter clean up)	20	$ 135.00 Per Occasion	$ 2,700.00
	Edge walks and driveways; once per month.	5	No charge	$ .00
	Apply herbicide to weeds growing between cracks in parking lots and sidewalks; once per month.	5	$ 50.00 Per Occasion	$ 250.00
	Apply granular fertilizer (16-8-8), broad leaf weed killer and grub control; 2 times per season.	2	$ 200.00 Per Occasion	$ 400.00
	Trim shrubs; 1 time per season.	1	No charge	$ .00

Harley Ensign BAS, 32995 S. River Rd., Harrison Twp., MI 48045				
	Mow and Trim lawns and grassy areas; every 7 days or as requested by DNR Program Manager. (includes litter clean up)	20	$ 100.00 Per Occasion	$ 2,000.00
	Edge walks and driveways; once per month.	5	No charge	$ .00
	Apply herbicide to weeds growing between cracks in parking lots and sidewalks; once per month.	5	$ 100.00 Per Occasion	$ 500.00
	Apply granular fertilizer (16-8-8), broad leaf weed killer and grub control; 2 times per season.	2	$ 100.00 Per Occasion	$ 200.00
	Trim shrubs; 1 time per season.	1	No charge	$ .00
Clinton River Cut Off BAS, 36110 Jefferson Ave, Harrison Twp., MI 48045				
	Mow and Trim lawns and grassy areas; every 7 days or as requested by DNR Program Manager. (includes litter clean up)	20	$ 80.00 Per Occasion	$ 1,600.00
	Edge walks and driveways; once per month.	5	No charge	$ .00
	Apply herbicide to weeds growing between cracks in parking lots and sidewalks; once per month.	5	$ 75.00 Per Occasion	$ 375.00
	Apply granular fertilizer (16-8-8), broad leaf weed killer and grub control; 2 times per season.	2	$ 100.00 Per Occasion	$ 200.00
	Trim shrubs; 1 time per season.	1	No charge	$ .00

TOTAL CONTRACT (1 year): $ 10,905.00

ATTACHMENT 1

EXCERPTS FROM NATURAL RESOURCES & ENVIRONMENTAL PROTECTION ACT 451 OF 1994

324.11521 YARD CLIPPINGS.

Sec 11521. (1) If the owner or operator of a landfill or a municipal solid waste incinerator knows or should know that solid waste to be disposed of includes yard clippings that are generated or collected, or both, on land that is owned by a county, municipality, or a state facility, the owner or operator of the landfill or municipal solid waste incinerator shall not accept the solid waste for disposal.

(2) Beginning on March 28, 1995, if the owner or operator of a landfill or a municipal solid waste incinerator knows or should know that solid waste to be disposed of includes yard clippings from any source, the owner or operator of the landfill or municipal solid waste incinerator shall not accept the solid waste for disposal.

(3) This section does not apply to yard clippings that are diseased or infested.

324.11522 OPEN BURNING OF GRASS CLIPPING OR LEAVES.

Sec. 11522. (1) Beginning on March 28, 1995, the open burning of grass clippings or leaves, or both, is prohibited in any municipality having a population of 7,500 or more, unless specifically authorized by local ordinance, which ordinance shall be reported to the department of natural resources within 30 days of enactment.

(2) This section does not allow a county or municipality to permit open burning of grass clippings or leaves, or both, by an ordinance that would otherwise be prohibited under part 55 or rules promulgated under that part.