



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **25000000578**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Premier Group Associates
	2221 Bellevue Street
	Detroit, MI 48207
	Brad Byarksi
	313-363-1886
	brad@pgalc.com
	CV0051439

STATE	Program Manager	Alex McCollough	DNR
		517-930-1615	
	mccollougha@michigan.gov		
	Contract Administrator	Lisa Crozier-Green	DNR
517-388-6626			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY

DESCRIPTION: Grounds Maintenance and Snow Removal Services for the DNR Outdoor Adventure Center in Detroit

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2025	March 31, 2028	TWO 1-Year Options to Renew	March 31, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Per Schedule A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<p>THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number RFP 250000001555. Orders for Delivery will be issued directly by the Departments through the issuance of a Delivery Order.</p>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$50,300.00

FOR THE CONTRACTOR:

Premier Group Associates

Company Name

E-SIGNED by Brad Byarski
on 2025-03-26 14:47:08 EDT

Authorized Agent Signature

Brad Byarski, COO

Authorized Agent (Print or Type)

2025-03-26 14:47:08

Date

FOR THE STATE:

E-SIGNED by Lisa Crozier-Green
on 2025-03-26 15:23:48 EDT

Signature

Lisa Crozier-Green, Buyer Specialist

Name & Title

Department of Natural Resources

Agency

2025-03-26 15:23:48

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Premier Group Associates, LC (“**Contractor**”), a Michigan Limited Liability Company.

This Contract is effective on April 1, 2025 (“**Effective Date**”) and unless terminated, will expire on March 31, 2028 (the “**Term**”).

This Contract may be renewed for up to TWO 1-Year Options to Renew. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “Contract Activities”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.
2. Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.
3. 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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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 contacting the State.

4. **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:	If to Contractor:
Lisa Crozier-Green 525 West Allegan, Constitution Hall, 3 rd Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Shelby Hahn 2221 Bellevue Street Detroit, MI 48207 shelby@pgalc.com 203-383-0524

5. **Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Lisa Crozier-Green 525 West Allegan, Constitution Hall, 3 rd Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Shelby Hahn 2221 Bellevue Street Detroit, MI 48207 shelby@pgalc.com 203-383-0524

6. **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:	Contractor:
Alex McCollough 525 West Allegan, Constitution Hall, 3 rd Floor Lansing, MI 48933 MccolloughA@michigan.gov 517-930-1615	Brad Byarski 2221 Bellevue Street Detroit, MI 48207 brad@pgalc.com 313-383-1886

7. **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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

8. **Insurance Requirements.**

- a. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- b. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.

- c. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- d. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - (1) Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - (2) Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract
- e. **Proof of Insurance**
 - (1) Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
 - (2) Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - (3) Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - (4) All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - (5) The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification or authorization, and audited financial statements.
 - (6) In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to the Contract Administrator no later than 5 business days following such cancellation or nonrenewal.
- f. **Subcontractors.** Contractor is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).
- g. **Limits of Coverage & Specific Endorsements.** (See Table 6.1 Below)

TABLE 6.1

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy 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 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions,

Required Limits	Additional Requirements
	officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

h. Non-Waiver. This Section 6 is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

9. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. **Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

11. **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.

12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
13. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, 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.
14. **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 and provide all necessary documentation and signatures.
15. **Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.
16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
17. **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 a Statement

of Work. 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 24, 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.

18. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
19. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
20. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
21. **Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include

an itemized statement of all charges. The State is exempt from federal excise tax, state, and local sales taxes, and use taxes if the Contract Activities purchased under this Contract are for the State's exclusive use. Contractor will not include the collection of taxes for which the State is exempt in any invoices or payments related to this Contract. The State is not responsible for taxes imposed or assessed on Contractor.

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/SIGMAVSS> 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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

22. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may

be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

23. **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 calendar 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 delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
24. **Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) 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 Section 25, Termination for Convenience.

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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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.

25. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract

Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, 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 to the extent the funds are available.

26. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar 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) 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 (d) 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.
27. **Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.
28. **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 infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) 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 (d) 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, 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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

29. **Infringement Remedies.** 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.
30. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
31. **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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
32. **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 or commercial purposes.

33. **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.
- 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; or, (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 or is: (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 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 Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

34. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to 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 records related to the Contract through the term of the Contract and for 4 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 calendar 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 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.

35. **Representations and Warranties.** 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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

36. **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.
37. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
38. **Prevailing Wage Act Statutory Provision.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract. As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.
39. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and [Executive Directive 2019-09](#). 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

40. **Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.
41. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
42. **Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
43. **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.
44. **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 Contract Administrators 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 determines 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.

45. **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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

46. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Price Proposal
Attachment 1	State Guidelines for Lawn Clippings
Attachment 2	OAC Grounds Aerial View – Grounds Maintenance
Attachment 3	OAC Grounds Aerial View – Snow Removal

47. **Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

48. **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.

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

50. **Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

51. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – STATEMENT OF WORK

Department of Natural Resources

Finance and Operations Division

DNR Outdoor Adventure Center Snow & Mow

Contract No. 250000000578

SCOPE

This is a multi-year contract for Grounds Maintenance, Snow and Ice Removal Services for the DNR Outdoor Adventure Center (OAC) located at 1801 Atwater, Detroit, Michigan 48207.

REQUIREMENTS

1. General Requirements

1.1. Contract Requirements

- A. The Contractor agrees to provide all personnel, equipment, tools, materials, supervision, and other items and / or services necessary to perform the Contract Activities as described.
- B. The required objective is to maintain facility grounds, parking lot and sidewalks in a safe condition for use by State employees and DNR customers.
- C. The Contractor agrees to provide all supervision necessary to oversee all Contract Activities performed by Contractor personnel or subcontractors.
- D. The State reserves the right to approve personnel and / or subcontractors for the Contract Activities, and to require replacement of personnel found unacceptable.
- E. The State reserves the right to modify the services required under this Contract to meet the State of Michigan's future needs.
- F. The State of Michigan will not pay for unperformed services, or for services performed on State Holidays unless pre-approved in writing (email acceptable) by Program Manager or designee. State Holidays include:

New Year's Eve / New Year's Day

Martin Luther King, Jr. Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Election Day (even numbered years)

Thanksgiving Day (Thursday and Friday)

Christmas Eve / Christmas Day

1.2. Grounds Maintenance / Mowing, Trimming, Etc. Specifications

- A. The Contractor agrees to provide all personnel, equipment, tools, materials, supervision, and other items and/or services necessary to perform Grounds Maintenance Services. The

required objective is to maintain facility grounds, parking lot and sidewalks in a safe condition for use by State employees and DNR customers.

- B. The Contractor agrees to provide all supervision necessary to oversee all Contract Activities performed by Contractor personnel or subcontractors.
- C. The State reserves the right to approve personnel and/or subcontractors for the Contract Activities, and to require replacement of personnel found unacceptable.
- D. The Contractor agrees all grounds maintenance services shall be performed according to Schedule A Requirements and Specifications, Attachment 2 – OAC Aerial View – Grounds Maintenance, and any schedules mutually agreed upon by the Program Manager or designee and the Contractor.
- E. Areas of service are located on the west side of the building at the corner of Atwater and Orleans and include grass-planted areas at perimeter of parking lot, medians in parking lot, and landscaped / mulched / planted areas near building sidewalks and entrances.
- F. Hours of service are Monday through Friday, 8:00 a.m. – 10:00 p.m. EST.
- G. The Program Manager or designee shall contact the Contractor on a weekly basis to schedule any services required during the week.
- H. During inclement weather, weekly services may be skipped or rescheduled at the discretion of the Program Manager or designee.
- I. All changes in scheduled service must be pre-approved by the Program Manager or designee.
- J. The Program Manager or designee shall determine service priorities and designate areas not to be serviced due to wet or drought conditions.
- K. The Contractor agrees to ensure all Contractor employees will exercise extreme care when operating equipment, string trimmers and mowing equipment around trees, wooden posts, or other landscape features.
- L. The Contractor agrees to remain responsible for the repair, replacement or cleanup of damage caused to State managed property or private owned property while performing Contract Activities.
- M. The State is not obligated to purchase these services in any specific amount.

1. Mowing

- a. Before, during and after mowing, Contractor / employees shall pick up and properly dispose of all litter, debris, etc. in the areas to be mowed. No litter or debris shall be driven over by any cutting device.
- b. Grass shall be mown to a height of three (3) inches.
- c. Areas with naturalized bulb plantings shall not be mown until after flowers have bloomed and plants have had enough growing time to rejuvenate bulbs. Contractor will be provided a list / map of planted locations.
- d. Mowing equipment must not create ruts or cause any type of damage to grounds.
- e. Mowing equipment shall be kept at a distance from, and not cause damage to, trees, fences fence / signposts, or other landscape features.
- f. Grass clippings shall be blown away from people, structures and vehicles. Vehicles are not to be sprayed with grass or stones.

- g. Grass clippings shall be blown or swept from all walkways, parking areas and driving areas after mowing.
- h. 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 Guidelines per Attachment 1.

2. Trimming

- a. Trimming shall be performed with string type trimmers or hand shears around structures, trees, curbs, fences, posts, walks, drives, etc.
- b. Grass and weeds around trees and fence / signposts shall be trimmed by a method which will not damage tree bark, posts or landscaping. Use of plastic shields is recommended for string trimmers.
- c. New growth of vines, trees, etc., shall be trimmed a minimum of two (2) feet around fencing, guard rails, etc.
- d. Grass and weeds shall be trimmed a minimum of six (6) feet from edges of drives, ramps, parking lots and walkways, including around rocks, parking lot medians, and landscape plantings.
- e. Grass clippings, dirt and debris shall be blown or swept from all walkways, parking areas and driving areas after trimming.

3. Edging

- a. Walkways and driveways shall be edged as needed.
- b. Grass clippings, dirt and debris must be blown or swept from all walkways and driving areas after edging.

4. Landscape Containers / Parking Lot Medians

- a. Landscape Containers and Parking Lot Medians must be weeded by hand. No herbicide is permitted. Weeds must be removed from inside and from the surrounding curb / sidewalk the containers or medians, and the curb / sidewalk area surrounding the containers or medians.
- b. Contractor supplied mulch must be added as needed to maintain and clean and weed-free appearance.

5. Grounds Maintenance Equipment

- a. The Contractor agrees to have a variety of equipment (mowers, power blowers, string trimmers, hand tools, etc.) in sufficient quantity to adequately perform the Grounds Maintenance Services.
- b. 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 failure to perform Grounds Maintenance Services.
- c. The Contractor agrees to provide the following equipment:

PGA MASTER EQUIPMENT LIST				
#	Year	Make	Model	Serial No.
1		Turfco	Top Dresser F12D	85423
2		Schiller	Sod Cutter SC 1815.5	8145
3		Ryan	Sod Cutter	10149
4		Ryan	Sod Cutter	54495408290
5		Case	521D Loader	JEE0133245
6		Exmark	850 KAW Mower	402520547
7		Exmark	Viking 36 Hydro S Series	400726552
8		Vermeer	Chipper BC1800A	1VRN1312310033441
9		Boss	Snow Plow 9'2 DXT	400909490
10		Boss	Snow Plow 9'2 DXT	400851202
11		Boss	Snow Plow 9'2 DXT	401480310
12		Boss	Snow Plow 9'2 DXT	401459742
13		Boss	Snow Plow 9'2 DXT	BC109598
14		Boss	Snow Plow 9'2 DXT	401507930
15		Boss	Snow Plow 9'2 DXT	401507930
16		Boss	Snow Plow 9'2 DXT	401412610
17		Boss	Snow Plow 9'2 DXT	BC181299
18		Boss	Snow Plow 9'2 DXT	401425791
19		Boss	Snow Plow 9'2 DXT	405499298
20		Boss	Snow Plow 9'2 DXT	
21		Boss	Snow Plow 9'2 DXT	
22		Boss	Jeep Snow Plow 7'6 HXTV	400924924
23		Boss	Gator Snow Plow 6'6 UTV VXT	401496795
24		Boss	Gator Snow Plow 6'6 UTV VXT	40842186
25		Boss	Gator Snow Plow 6'6 UTV VXT	401496794
26		Boss	Gator Snow Plow 6'6 UTV VXT	405633662
27		Boss	Gator Snow Plow 6'6 UTV VXT	401359416
28		Boss	6' Box Blade	
29		John Deere	Gator XUV825M	1M0825MACJM013617
30		John Deere	Gator XUV 8251	1M0825GETGM114688
31		John Deere	Gator XUV825M	1M0835MBCJM010450
32		John Deere	Gator XUV825M	1M0825MAVJM013487
33		Cat	Loader 906M AR	OH6602005
34		Cat	Attachment Stump Grinder SG16	MAP00995
35		Cat	Attachment 36 Auger	A19B
36		Cat	Backhoe 420	SNOSKR01622
37		Cat	Attachment 24	
38		Cat	Rubber Track Skid 289D AHQ	43601X
39		Cat	Attachment Skid Forks	
40		Cat	Rubber Track Skid 289 D3 AHQR	0JX901051
41		Cat	Attachment Skid Forks	
42		Cat	14' Bucket Box Blade	4902
43		Cat	10" Box Blade Quick	1004
44		Cat	Attachment Sand Bag Make	
45		Landmark	10' Box Blade Quick	
46		Landmark	10' Box Blade Quick	
47		Landmark	Box Blade	
48		Landmark	Box Blade	12218
49		Avalanche	14' Box Blade	
50			Front Loader 60" Bucker Grill Guard	
51			72" Overseeder	1302555
52			Aerator Towable	
53		SnowEx	Bulk Spreader V-Maxx	1.71E+13
54		Swanson	Tailgate Salter Spreader 10	11245
55		Swanson	Tailgate Salter Spreader 78	94906
56		Swanson	Tailgate Salter Spreader 12	10194
57		Snow Dogg	Tailgate Salter Spreader 11	
58		Snow Dogg	Tailgate Salter Spreader 20	
59		Cat	PR184 (power box rake)	SNPRW02580
60		Z-Spray	Z-Max 60GAL Tank ZS52601	405528973
61		John Deere	Gator ZUV835M	1M0835MBHJM010437
62		John Deere	Gator XUV865M	1M0865MBCJM010044
63		Boss	6'6 Snow Plow	407543549
64			6'6 Snow Plow	408880874
65		Boss	Steel Power V Plow 10DXT	4068744
66			Tailgate Spreader 304	

67	Boss	8' Auger V Box Spreader	BOVBS14200C
68	Redmax	Trimmer RMBCZ260TS	20211000348
69	Redmax	Trimmer RMBCZ260TS	20211000349
70	Redmax	Trimmer RMBCZ260TS	20211000521
71	Redmax	Trimmer RMBCZ260TS	20211000542
72	Redmax	Trimmer RMBCZ260TS	20211000548
73	Redmax	Trimmer RMBCZ260TS	20211000548
74	Redmax	Trimmer RMBCZ260TS	20211000549
75	Redmax	Trimmer RMBCZ260TS	20211000550
76	Redmax	Trimmer RMBCZ260TS	20211000551
77	Redmax	Trimmer RMBCZ260TS	20211000552
78	Redmax	Trimmer RMBCZ260TS	20211000553
79	Redmax	Trimmer RMBCZ260TS	20211000556
80	Redmax	Trimmer RMBCZ260TS	20211000558
81	Redmax	Trimmer RMBCZ260TS	20211000560
82	Redmax	Trimmer RMBCZ260TS	20211000561
83	Redmax	Trimmer RMBCZ260TS	20211000562
84	Redmax	Trimmer RMBCZ260TS	20211000563
85	Redmax	Back Pack Blower RMEB77500	20211000278
86	Redmax	Back Pack Blower RMEB77500	20211000282
87	Redmax	Back Pack Blower RMEB77500	20211000295
88	Redmax	Back Pack Blower RMEB77500	20211000296
89	Redmax	Back Pack Blower RMEB77500	20211000296
90	Redmax	Back Pack Blower RMEB77500	20211000297
91	Redmax	Back Pack Blower RMEB77500	20211000298
92	Redmax	Back Pack Blower RMEB77500	20212000299
93	Paladin	Brush Hog Skid Steer GSS72	578218
94	Redmax	Trimmer Straight 967194E16	
95	Redmax	Trimmer Straight 967194E16	
96	Redmax	Trimmer Straight 967194E16	
97	Redmax	Trimmer Straight 967194E16	
98	Redmax	Trimmer Straight 967194E16	
99	Redmax	Trimmer Straight 967194E16	
100	Redmax	Trimmer Straight 967194E16	
101	Redmax	Trimmer Straight 967194E16	
102	Redmax	Trimmer Straight 967194E16	
103	Redmax	Trimmer Straight 967194E16	
104	Redmax	Trimmer Straight 967194E16	
105	Redmax	Trimmer Straight 967194E16	
106	Redmax	Trimmer Straight 967194E16	
107	Redmax	Trimmer Straight 967194E16	
108	Redmax	Trimmer Straight 967194E16	
109			
110	Landpride	673LB Poly	1429630
111	Redmax	Hedge Trimmer 23	9.02E+22
112	Redmax	Hedge Trimmer 23	9.02E+22
113	Redmax	Trimmer Straight	20200600232
114	Redmax	Trimmer Straight	20200600241
115	Redmax	Trimmer Straight	20200600242
116	Redmax	Trimmer Straight	20200600251
117	Redmax	Trimmer Straight	20200600252
118	Redmax	Edger Straight Shaft	20192400226
119	Redmax	Edger Straight Shaft	20192400229
120	Redmax	Edger Straight Shaft	20192400236
121	Redmax	Edger Straight Shaft	20192400237
122	Redmax	Pack Blower	20185000420
123	Exmark	Lazer X Series Kohler 60" Red 980	409164840
124	Honda	ATV W/Plow and Winch TRX420FA2N	1HFTE4198N4800201
125	Cat	Forklift GCK30	AT83D01227
126	Boss	7' HTX Snow Plow	410476836
127	Snowrator	389CC 4-0 STB	
128	Graco	Field Laser Line Sprayer	
129	Graco	Field Laser Line Sprayer	
130	Bobcat	Miller Welder 255	MJ381108R
131	Landmark	Box Blade	
132	Yanmar	35HP Cab Tractor	100787
133	Exmark	Lazer Vanguard 60' Deck X-Series	411566008
134	Exmark	Lazer Vanguard 60' Deck X-Series	411565990
135	Exmark	Lazer Vanguard 60' Deck X-Series	411496342
136	Exmark	Lazer Vanguard 60' Deck X-Series	411355933
137	Exmark	Lazer Vanguard 60' Deck X-Series	411565994

138	Exmark	Lazer Vanguard 60' Deck X-Series	411566010
139	John Deere	Skid Steer 333G CTL	1T0333GMTPF43554
140	Exmark	Lazer X-Series 980 KOH 60	414819087
141	Exmark	Lazer X-Series 980 KOH 60	414961883
142	Exmark	Lazer X-Series 980 KOH 60	414961886
143	Exmark	Lazer X-Series 980 KOH 60	415232227
144	Exmark	Lazer X-Series 980 KOH 60	415232248
145	Exmark	Lazer X-Series 980 KOH 60	415232249
146	Verti	Drain Aerator	H2233913
147	Cat	289 D3 Rubber Track Skid	JX917259
148	Cat	289 D3 AHQB Rubber Track Skid	JX917246
149	Cat	906 ARQ	MZ600352

1.3. Snow and Ice Removal Specifications

- A. The Contractor agrees all snow and ice removal services shall be performed according to Schedule A Requirements and Specifications, Attachment 3 – OAC Aerial View – Snow Removal, and any schedules mutually agreed upon by the Program Manager or designee and the Contractor.
- B. The Contractor agrees **all snow and ice removal services shall be completed prior to 7:00 a.m., Monday through Friday, excluding State Holidays.** (Refer to Section 1.1, F, for a list of State Holidays). Holiday service, if required, shall be requested at least 24 hours in advance by the Program Manager or designee.
- C. Snow and ice shall be removed from the parking lot and driveways on the west side of the property entering the Outdoor Adventure Center from Atwater and Orleans Streets (Attachment 3 – OAC Aerial View – Snow Removal).
- D. The Program Manager or designee shall provide the Contractor with a list of DNR staff authorized to approve snow and ice removal activities.
- E. The Contractor shall provide the Program Manager with the name and telephone number to be used as a 24-hour contact.
- F. Exact snow and ice removal requirements are unknown. The Contractor shall be responsible for providing services as described herein and / or as requested.
- G. The State is not obligated to purchase these services in any specific amounts.
- H. The Contractor agrees to use care and caution while performing snow plowing, shoveling, de-icing or snow pushing near vehicles and pedestrians to avoid personal injury or property damage.
- I. The Contractor agrees to remain responsibility for the repair, replacement or cleanup of damage incurred to State managed property or privately-owned property while performing Contract Activities.
- J. The Contractor agrees to inspect the parking lot, sidewalks and entrances by September 30th each year to verify the location of curbs, parking bumpers, speed bumps, walkways, obstructions, landscaping, etc. which may incur damage during snow and ice removal.
- K. The Contractor agrees to inspect the parking lot, sidewalks and entrances by May 1st each year, or as soon as conditions permit, to determine whether damage has occurred and schedule repair or replacement with the Program Manager or designee.
- L. The Contractor agrees all repairs and / or replacement will be completed by June 1st each year, or as soon as conditions permit. Failure to complete may result in an invoice credit per Section 7.2, below.
- M. Snow and ice removal services shall be both “automatic” and “on-call.”
 1. The Contractor agrees to provide “automatic” snow removal / plowing services for snowfalls of two (2) inches or more.
 2. The Contractor agrees to provide “on-call” snow removal / plowing services, de-icing, and / or parking lot sand application within two (2) hours of request for service by the Program Manager or designee, and accumulated snow removal within 24 hours of request by Program Manager or designee.

3. The Contractor agrees to plow snow from the parking lot and driving areas, leaving all parking spaces available for continuous use.
4. The Contractor agrees to remove snow from building entrances and sidewalks. The Contractor may remove snow with a shovel or snow blower.
5. The Contractor agrees to supply and spread Program Manager approved deicer at building entrances and sidewalks when a snowfall occurs, and / or icy conditions exist.
6. The Contractor agrees to utilize best judgment when applying deicer in order to prevent slip and fall accidents and ensure the safety and security of the public and employees.
 NOTE: Spreading of Contractor supplied deicer may be required on a frequent basis, as often as necessary, and as requested by the Program Manager or designee. The Contractor and the Program Manager should discuss spreading of deicer prior to the start of snow removal season to clarify expectations.
7. The Contractor agrees to supply and apply sand for sanding the parking lot and driving areas. Sand spreading shall be performed “on-call” when requested by the Program Manager or designee.
8. The Contractor agrees to push or relocate accumulated snowbanks when snow interferes with traffic, parking, and / or clear vision to roadways. Removal of accumulated snowbanks to be performed on an “on-call” basis within 24 hours of request for service by the Program Manager or designee. Service may require the use of heavy equipment (i.e. front-end loader). The Contractor may use owned or rented equipment or a subcontractor to remove accumulated snow.

N. Snow and Ice Removal Equipment

1. The Contractor must have a variety of equipment (snowplow, snow blower, shovels, salt spreaders, etc.) in quantities necessary to adequately perform the Contract Activities.
2. Equipment failure **WILL NOT** constitute an acceptable reason for failure to perform Contract Activities. In the event of mechanical breakdown, the Contractor will be expected to provide backup so that snow and ice removal services are performed as requested.
3. Refer to list, above.

1.4. Warranties

- A. The Contractor has a quality control program in place to ensure every site is completed as required by Contract specifications.
- B. In the event service is unsatisfactory, the Contractor will perform an additional service visit to ensure service is satisfactorily completed.
- C. The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

1.5. Incentives

- A. The Contractor is not offering quick payment terms.

1.6. Transition

- A. Post-Contract Transition: The Contractor agrees all invoices will be sent within 45 days after expiration of the Contract.
- B. The Contractor agrees any invoices received after 45 days will result in a non-payment of invoice.

2. Service Requirements

2.1. Timeframes

- A. The Contractor agrees all Contract Activities will be performed in compliance with all Schedule A requirements or as requested by the Program Manager or designee.
- B. Contract Activities may commence from receipt of a properly executed delivery order (DO).
- C. The receipt of order date is pursuant to Section 4, Notices, of the Standard Contract Terms.

3. Reporting

- A. Service Receipts. At the time of service, the Contractor agrees to submit signed service receipts noting the date, time and services performed.
- B. Service receipts will be submitted to the Program Manager or designee or left at a pre-approved location. Service receipts will be used by the Program Manager to verify Contractor invoices for payment. Invoices for services without corresponding service receipts will be adjusted accordingly.

4. Staffing

4.1. Contractor Representative

- A. The Contractor has appointed one individual specifically assigned to this Contract who will respond to DNR inquiries regarding the Contract Activities, answer questions related to ordering and service, etc. (the “Contractor Representative”).
- B. The Contractor agrees to notify the Contract Administrator AND Program Manager at least TEN calendar days before removing or assigning a new Contractor Representative.

Contractor Representative:	
Name:	Mike Counsman
Email:	mike@pgalc.com
Phone:	313-410-5437
Days Available:	7 days a week
Times Available:	24 hours / day
Preferred Contact Method:	<input checked="" type="checkbox"/> Phone <input type="checkbox"/> Text <input type="checkbox"/> Email

4.2. Disclosure of Subcontractors

- A. The Contractor does not intend to utilize subcontractors.
- B. In the event the Contractor requires a Subcontractor, the Contractor agrees to remain responsible for Subcontractor during performance of sub-contracted Contract Activities.
- C. Subcontractor information will be provided, and Subcontractors will provide any required insurance certificates prior to performing Contract Activities.
- D. The Contractor agrees to guarantee any subcontractor will perform specified Contract Activities.

5. Pricing

5.1. Price Term

- A. Pricing is firm for a 365-day period (“Pricing Period”) which begins on the Effective Date of any resulting Contract. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

5.2. Price Changes

- A. Adjustments will be based only on actual changes in 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.
- B. 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.
- C. 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.

6. Ordering

6.1. Authorizing Document

- A. The appropriate authorizing document for the Contract will be a fully executed Purchase Order.

7. Acceptance

7.1. Acceptance, Inspection and Testing

- A. The Program Manager or designee is the only individual authorized to determine whether the Contract Activities are acceptable.
- B. If the Program Manager or designee determine any portion of the Contract Activities are unacceptable, the Program Manager or designee will immediately notify the Contractor Key Personnel by email of the unacceptable condition.
- C. Acceptance of Contract Activities is pursuant to Section 17 of the Standard Contract Terms.

7.2. Contractual Deductions

- A. Contractor Representative failure to respond to notice of an unacceptable condition within the four (4) hours of telephone notification may result in a \$100.00 invoice deduction and an additional deduction of \$50.00 for every ½ hour of delay.
- B. Failure to correct the unacceptable condition within eight (8) business hours of telephone notice may result in a \$100.00 invoice deduction and an additional \$50.00 deduction for every ½ hour of delay.
- C. Deductible Incidents
 1. Failure to perform Contract Activities as required.

2. Failure to provide equipment and / or deicer necessary to perform Contract Activities as required.
3. Incomplete or Missing Records, or Reports
4. Failure to complete and submit any required report or form within the specified timeframe
5. Failure to attend required / requested meetings.
6. Failure to Notify Contract Administrator of change in Contractor Representative
7. Failure to Disclose Subcontractor(s)
8. Failure to adhere to Security requirements

8. Invoice and Payment

8.1. Invoice Requirements

- A. All invoices submitted to the State must include:
 1. Delivery Order Number
 2. Date
 3. Quantity
 4. Description of the Contract Activities
 5. Unit price
 6. Shipping cost (if any)
 7. Vendor-generated invoice number and
 8. Total price

8.2. Payment Methods

- A. The State will make payment for Contract Activities by EFT (Electronic Funds Transfer) only.

9. Project Plan

- A. The Contractor agrees to carry out this project under the direction and control of the Program Manager.
- B. Within 30 calendar days of the Effective Date, the Contractor may be required to submit a project plan to the Program Manager for final approval.
- C. If requested, the plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

10. Liquidated Damages

- A. Late or improper completion of the Contract Activities will cause loss and damage to the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State.
- B. If there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$100.00 and an additional \$50.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.
- C. Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely

difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

- The State is entitled to collect \$100 per individual per day for an unapproved or untrained key personnel replacement.

SCHEDULE B - PRICING

Department of Natural Resources
Finance and Operations Division
DNR Outdoor Adventure Center Snow & Mow
Contract No. 250000000578

1. The Price proposed includes all costs, including delivery fees if applicable.
2. The Contractor is not offering quick payment terms.

GROUNDS MAINTENANCE – Mowing, edging, trimming PRICING	Occasions	Price per Occasion	Annual Total
Grounds Maintenance - Mow, trim, edge, Weed and cleanup Approximately 34 Occasions per Year	34	\$115.00	\$3,910.00
SNOW AND ICE REMOVAL PRICING	Occasions	Price per Occasion	Annual Total
WHEN SNOW ACCUMULATION EQUALS OR EXCEEDS 2” Automatically BEFORE 7:00 a.m. AND On-Call Plow snow from parking lot and driving areas. Blow / shovel snow from sidewalks and entrances. Apply Contractor supplied deicer to sidewalks and entrances. Approximately 20 Occasions per Year.	20	\$130.00	\$1,400.00
Icy conditions – no plowing required. Apply Contractor supplied deicer to sidewalks and entrances as necessary or as requested by Program Manager or designee to maintain safe walkways. Approximately 20 Occasions per Year.	20	\$ 70.00	\$1,600.00
Icy conditions – no plowing required. Apply Contractor supplied deicer to parking lot and driveway entrances, ON-CALL ONLY when requested by Program Manager or designee to maintain safe walkways. Approximately 20 Occasions per Year.	20	\$ 80.00	\$1,600.00
ACCUMULATED SNOW REMOVAL	Occasions	Price per Occasion	Annual Total
On-Call as requested by the Program Manager or Designee Approximately 2 Occasions per Year	2	\$275.00	\$ 550.00
Annual Total			\$10,060.00
Total for Three Year Base Term and Two Option Years			\$50,300.00

NOTE: ALL MOWING, TRIMMING, EDGING, SNOW REMOVAL EQUIPMENT, DE-ICER AND/OR SAND TO BE PROVIDED BY THE CONTRACTOR

Attachment 1 - State Guidelines for Disposal of Lawn Clippings

NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (EXCERPT)
 Act 451 of 1994

324.11521 Yard clippings; management; means; temporary accumulation; requirements; composting on farm; qualification as registered composting facility; site at which yard clippings are managed.

Sec. 11521. (1) Yard clippings shall be managed by 1 of the following means:

- (a) Composted on the property where the yard clippings are generated.
- (b) Temporarily accumulated under subsection (2).
- (c) Composted at a composting facility containing not more than 200 cubic yards of yard clippings if decomposition occurs without creating a nuisance.
- (d) Composted on a farm as described by subsection (3).
- (e) Composted at site that qualifies as a registered composting facility under subsection (4).
- (f) Decomposed in a controlled manner using a closed container to create and maintain anaerobic conditions if in compliance with part 55 and otherwise approved by the director under this part.
- (g) Composted and used as part of normal operations by a municipal solid waste landfill if the composting and use meet all of the following requirements:
 - (i) Take place on property described in the landfill construction permit.
 - (ii) Are described in and consistent with the landfill operation plans.
 - (iii) Are otherwise in compliance with this act.
- (h) Processed at a processing plant in accordance with this part and the rules promulgated under this part.
- (i) Disposed of in a landfill or an incinerator, but only if the yard clippings are diseased or infested or are composed of invasive plants, such as garlic mustard, purple loosestrife, or spotted knapweed, that were collected through an eradication or control program, include no more than a de minimis amount of other yard clippings, and are inappropriate to compost.

(2) A person may temporarily accumulate yard clippings at a site not designed for composting if all of the following requirements are met:

- (a) The accumulation does not create a nuisance or otherwise result in a violation of this act.
- (b) The yard clippings are not mixed with other compostable materials.
- (c) No more than 1,000 cubic yards are placed on site unless a greater volume is approved by the department.

(d) Yard clippings placed on site on or after April 1 but before December 1 are moved to another location and managed as provided in subsection (1) within 30 days after being placed on site. The director may approve a longer time period based on a demonstration that additional time is necessary.

(e) Yard clippings placed on site on or after December 1 but before the next April 1 are moved to another location and managed as provided in subsection (1) by the next April 10 after the yard clippings are placed on site.

(f) The owner or operator of the site maintains and makes available to the department records necessary to demonstrate that the requirements of this subsection are met.

(3) A person may compost yard clippings on a farm if composting does not otherwise result in a violation of this act and is done in accordance with generally accepted agricultural and management practices under the Michigan right to farm act, 1981 PA 93, MCL 286.471 to 286.474, and if 1 or more of the following apply:

- (a) Only yard clippings generated on the farm are composted.
- (b) There are not more than 5,000 cubic yards of yard clippings on the farm.
- (c) If there are more than 5,000 cubic yards of yard clippings on the farm at any time, all of the following requirements are met:

(i) The farm operation accepts yard clippings generated at a location other than the farm only to assist in management of waste material generated by the farm operation.

(ii) The farm operation does not accept yard clippings generated at a location other than the farm for monetary or other valuable consideration.

(iii) The owner or operator of the farm registers with the department of agriculture on a form provided by the department of agriculture and certifies that the farm operation meets and will continue to meet the requirements of subparagraphs (i) and (ii).

(4) A site qualifies as a registered composting facility if all of the following requirements are met:

- (a) The owner or operator of the site registers as a composting facility with the department and reports to the department within 30 days after the end of each state fiscal year the amount of yard clippings and other compostable material composted in the previous state fiscal year. The registration and reporting shall be done on forms provided by the department. The registration shall be accompanied by a fee of \$600.00. The

registration is for a term of 3 years. Registration fees collected under this subdivision shall be forwarded to the state treasurer for deposit in the solid waste staff account of the solid waste management fund established in section 11550.

(b) The site is operated in compliance with the following location restrictions:

(i) If the site is in operation on December 1, 2007, the management or storage of yard clippings, compost, and residuals does not expand from its location on that date to an area that is within the following distances from any of the following features:

- (A) 50 feet from a property line.
- (B) 200 feet from a residence.
- (C) 100 feet from a body of surface water, including a lake, stream, or wetland.

(ii) If the site begins operation after December 1, 2007, the management or storage of yard clippings, compost, and residuals occurs in an area that is not in the 100-year floodplain and is at least the following distances from each of the following features:

- (A) 50 feet from a property line.
- (B) 200 feet from a residence.
- (C) 100 feet from a body of surface water, including a lake, stream, or wetland.
- (D) 2,000 feet from a type I or type IIA water supply well.
- (E) 800 feet from a type IIB or type III water supply well.
- (F) 500 feet from a church or other house of worship, hospital, nursing home, licensed day care center, or school, other than a home school.
- (G) 4 feet above groundwater.

(c) Composting and management of the site occurs in a manner that meets all of the following requirements:

(i) Does not violate this act or create a facility as defined in section 20101.

(ii) Unless approved by the department, does not result in more than 5,000 cubic yards of yard clippings and other compostable material, compost, and residuals present on any acre of property at the site.

(iii) Does not result in an accumulation of yard clippings for a period of over 3 years unless the site has the capacity to compost the yard clippings and the owner or operator of the site can demonstrate, beginning in the third year of operation and each year thereafter, unless a longer time is approved by the director, that the amount of yard clippings and compost that is transferred off-site in a calendar year is not less than 75% by weight or volume, accounting for natural volume reduction, of the amount of yard clippings and compost that was on-site at the beginning of the calendar year.

(iv) Results in finished compost with not more than 1%, by weight, of foreign matter that will remain on a 4 millimeter screen.

(v) If yard clippings are collected in bags other than paper bags, debags the yard clippings by the end of each business day.

(vi) Prevents the pooling of water by maintaining proper slopes and grades.

(vii) Properly manages storm water runoff.

(viii) Does not attract or harbor rodents or other vectors.

(d) The owner or operator maintains, and makes available to the department, all of the following records:

(i) Records identifying the volume of yard clippings and other compostable material accepted by the facility and the volume of yard clippings and other compostable material and of compost transferred off-site each month.

(ii) Records demonstrating that the composting operation is being performed in a manner that prevents nuisances and minimizes anaerobic conditions. Unless other records are approved by the department, these records shall include records of carbon-to-nitrogen ratios, the amount of leaves and the amount of grass in tons or cubic yards, temperature readings, moisture content readings, and lab analysis of finished products.

(5) A site at which yard clippings are managed in accordance with this section, other than a site described in subsection (1)(g), (h) or (i), is not a disposal area, notwithstanding section 11503(5).

(6) Except with respect to subsection (1)(h) and (i), management of yard clippings in accordance with this section is not considered disposal for purposes of section 11538(6).

History: Add. 2007, Act 212, Eff. Mar. 26, 2008.

Popular name: Act 451

Popular name: NREPA

Popular name: Solid Waste Act

Attachment 2—OAC Aerial View—Grounds Maintenance



Attachment 3 — OAC Aerial View—Snow Removal

