# STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation

Van Wagoner Bldg., 425 West Ottawa Street, Lansing, MI 48933
P.O. Box 30050, Lansing, MI 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **MA250000000087**

| CONTRACTOR | |
|---|---|
| | Finish Line Property Solutions, LLC |
| | 27212 V DR S |
| | Homer, MI 49245 |
| | Logan Beckwith |
| | 517-327-2976 |
| | Logan@finishlineps.com |
| | VS0337014 |

| STATE | | | |
|---|---|---|---|
| | Program Manager | Benjamin Hodges | MDOT |
| | | 517-202-0289 | |
| | | HodgesB@michigan.gov | |
| | Contract Administrator | ReChelle Kendrick | MDOT |
| | | 517-335-5905 | |
| | | KendrickR1@michigan.gov | |

**CONTRACT SUMMARY**

**DESCRIPTION**: Grounds Maintenance and Snowplowing Services - Marshall Transportation Service Center & Burlington Roadside Park (added 05/2026)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | CURRENT EXPIRATION DATE |
|---|---|---|---|
| October 29, 2024 | October 28, 2027 | two, one-year | October 28, 2027 |

| PAYMENT TERMS | DELIVERY TIMEFRAME |
|---|---|
| 2.5%/15 Days/Net 45 | |

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

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|---|---|---|---|---|
| ☐ | | ☐ | | no change |

| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE |
|---|---|---|
| $67,941.36 | $8,665.00 | $76,606.36 |

**DESCRIPTION**

**DESCRIPTION:** Upon execution, Contract is increased by $8,665.00 for additional services at the Burlington Roadside Park. The original contract was awarded based on low bid, with the original contract value determined by estimated need. All other terms, conditions, pricing and specifications remain the same per contractor and agency agreement.

# STATE OF MICHIGAN PROCUREMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION

VanWagoner Building, 425 West Ottawa Street, Lansing, MI 48933
P.O. Box 30050, Lansing, MI 48909

## NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **250000000087**
between
THE STATE OF MICHIGAN
and

| CONTRACTOR | |
|---|---|
| | Finish Line Property Solutions, LLC |
| | 27212 V DR S |
| | Homer, MI 49245 |
| | Logan Beckwith |
| | 517-327-2976 |
| | Logan@finishlineps.com |
| | VS0337014 |

| STATE | | | |
|---|---|---|---|
| | Program Manager | Benjamin Hodges | MDOT |
| | | 517-202-0289 | |
| | | HodgesB@michigan.gov | |
| | Contract Administrator | ReChelle I. Kendrick | MDOT |
| | | 517-335-5905 | |
| | | KendrickR1@michigan.gov | |

**CONTRACT SUMMARY**

**DESCRIPTION:** Ground Maintenance and Snowplowing Services, Marshall Transportation Service Center, 15300 W. Michigan Avenue, Marshall, MI 49068

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|---|---|---|---|
| October 29, 2024 | October 28, 2027 | two, one-year | N/A |

| PAYMENT TERMS | DELIVERY TIMEFRAME |
|---|---|
| 2%/15 Days/Net 45 | |

| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
|---|---|---|---|---|
| ☐ P-card | ☐ Payment Request (PRC) | ☐ Other | ☐ Yes | ☒ No |

**MINIMUM DELIVERY REQUIREMENTS**

**MISCELLANEOUS INFORMATION**

This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 240000003125.

| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION | **$67,941.36** |
|---|---|

# STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Finish Line Property Solution, LLC ("**Contractor**"), a Michigan limited liability company. This Contract is effective on October 29, 2024 ("**Effective Date**"), and unless terminated, will expire on October 28, 2027 (the "**Term**").

This Contract may be renewed for up to two additional one-year period(s). 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.

   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.

   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 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: | If to Contractor: |
|---|---|
| ReChelle I. Kendrick<br>MDOT- Contract Services Division<br>425 W. Ottawa Street<br>Lansing, MI 48933<br>KendrickR1@michigan.gov<br>O:517-335-5905 | Logan Beckwith<br>Owner<br>27212 V DR S, Homer, MI 49245<br>logan@finishlineps.com<br>C:517-960-1117<br>O:517-327-2976 |

3. **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: |
|---|---|
| ReChelle I. Kendrick<br>MDOT- Contract Services Division<br>425 W. Ottawa Street<br>Lansing, MI 48933<br>KendrickR1@michigan.gov<br>O:517-335-5905 | Logan Beckwith<br>Owner<br>27212 V DR S, Homer, MI 49245<br>logan@finishlineps.com<br>C:517-960-1117<br>O:517-327-2976 |

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: | Contractor: |
|---|---|
| Benjamin Hodges<br>Southwest Region – Marshall TSC<br>15300 W. Michigan Ave.<br>Marshall, MI 49068<br>C:517-202-0289<br>HodgesB@michigan.gov | Logan Beckwith<br>Owner<br>27212 V DR S, Homer, MI 49245<br>logan@finishlineps.com<br>C:517-960-1117<br>O:517-327-2976 |

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

6. **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 Stapricte 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:**<br>**$1,000,000 Each Occurrence**<br>**$1,000,000 Personal & Advertising Injury**<br>**$2,000,000 Products/Completed Operations**<br>**$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.<br>z |
| **Automobile Liability Insurance** | |
| **Minimum Limits:**<br>**$1,000,000 Per Accident** | 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; and (2) include Hired and Non-Owned Automobile coverage. |
| **Workers' Compensation Insurance** | |
| **Minimum Limits:**<br>**Coverage according to applicable laws governing work activities.** | Waiver of subrogation, except where waiver is prohibited by law. |
| **Employers Liability Insurance** | |
| **Minimum Limits:**<br>**$500,000 Each Accident**<br>**$500,000 Each Employee by Disease**<br>**$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.

7. **Reserved.**

8. **Reserved.**

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. **Reserved.**

19. **Reserved.**

20. **Reserved.**

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 State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    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 Contactor 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. **Reserved.**

34. **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.

**35. Reserved.**

**36. Reserved.**

**37. Reserved.**

**38. 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.

39. **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.

40. **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.

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

42. **Reserved.**

43. **Reserved.**

44. **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 DirectScive 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.

45. **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.

46. **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 the Michigan Court of Claims. 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.

47. **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.

48. **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.

49. **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 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.

50. **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.

51. **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 - Contract Activities |
| **Schedule A-2** | Snow & Ice Removal Specifications |
| **Schedule A-3** | Ground Maintenance Specifications |
| **Schedule B** | Location Specification Sheet and Pricing |

52. **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.

53. **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.

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

55. **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.

56. **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 CONTRACT ACTIVITIES

**Contract No. 250000000087**
**Ground Maintenance and Snowplowing Services**
**Marshall Transportation Service Center**
**15300 W. Michigan Avenue, Marshall, MI 49068**

**BACKGROUND**

Marshall Transportation Service Center provides transportation related construction and maintenance needs for local communities within their jurisdiction.

**SCOPE**

The Marshall TSC is requesting broad "turf" maintenance services for mowing which includes removing debris and litter, vegetation control, and spring and/or fall pickup for the TSC. Provide snowplow services for snow removal and salting parking lot and sidewalk, with callback at MDOT discretion for the same services. This contract has a term of three years with two one-year options to renew. There will be no herbicide or fertilizer application needed for this Contract**.**

## 1. Requirements

### 1.1. General Requirements

The Contractor must provide all personnel, training, adequate equipment, tools, materials, supervision, and other items and/or services necessary to perform the contract activities. The required objective is to maintain the facilities in such a manner that the location provides a clean, healthy, and safe work environment for occupants and visitors of State-owned or leased facilities.

A. BY STATE LAW: No snow shall be pushed across or onto adjacent roads and shoulders.

B. The snow must not be plowed to cause a vision obstruction or hazard to the public.

C. All parking spots and ADA ramps must be clear of snow and ice at all times. The contractor may have to come in with a loader to push snow back off parking spots.

D. Snow plowing and/or salt application shall be completed by 6:30 a.m. All sidewalks must be cleaned by shovel or snow blower at the time of each service.

E. Snow depths will be verified with the officially recorded depths at the local meteorological center.

F. Rock salt shall NOT be used as a de-icing agent on sidewalks. Only Calcium Chloride or a product approved by MDOT shall be used as de-icing agent on sidewalks.

G. Vehicle-mounted plows shall not be used to clear sidewalks. Only shovel, push snow-blower or equipment approved by MDOT shall be used to clear sidewalks.

H. Under no circumstances shall MDOT be responsible for any damage to the Contractor's equipment due to obstacles encountered.

| | |
|---|---|
| ☒ | I have reviewed the above requirement and agree with no exception. |
| ☐ | I have reviewed the above requirement and have noted all exception(s) below. |

| |
|---|
| **List all exception(s):** |
| **Bidder must describe how they comply with the above requirement(s):** Finish Line Property Solutions LLC will provide all necessary personnel, equipment, and materials to meet the contract requirements. We comply with state laws, ensuring snow is not pushed onto roads or creates visibility hazards. ADA ramps and parking spots will be clear at all times. Snow removal will be completed by 6:30 a.m., and sidewalks will be cleared using shovels or blowers with MDOT-approved de-icers (no rock salt). We verify snow depths using official meteorological data. Additionally, we have equipment to remove snow off-site if needed. We accept responsibility for equipment damage from obstacles. |

### 1.2. Post-Contract Transition

Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

| | |
|---|---|
| ☒ | I have reviewed the above requirement and agree with no exception. |
| ☐ | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** | |
| **Bidder must describe how they comply with the above requirement(s):** Finish Line Property Solutions LLC will submit all invoices within the required 45-day period after the contract expiration. We have internal processes in place to ensure timely invoicing to avoid any delays or non-payment issues. No exceptions are noted. | |

## 2. Service Requirements

### 2.1. Timeframes

All Contract Activities must be delivered within one calendar day from receipt of order. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

| | |
|---|---|
| ☒ | I have reviewed the above requirement and agree with no exception. |
| ☐ | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** | |
| **Bidder must describe how they comply with the above requirement(s):** Finish Line Property Solutions LLC will ensure that all contract activities are delivered within one calendar day from receipt of order. Our team is equipped to handle orders efficiently and promptly. | |

### 2.2. Customer Service Number

The Contractor must specify its number for the State to contact the Contractor Representative who must be available for calls during the hours of 8 am to 5 pm EST Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

| | |
|---|---|
| ☒ | I have reviewed the above requirement and agree with no exception. |
| ☐ | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** | |
| **The Bidder must specify its number for the State to make contact with the Contractor Representative**. 517-327-2976 EXT2 | |
| **Identify customer service availability for this proposal by hours and days of the week.** 9AM-5PM M-F | |

### 2.3. Customer Service Call Backs

When responding to emergency calls or same day requests, service must be performed within 24 hours of the time the issue was scheduled for service.

| | |
|---|---|
| ☒ | I have reviewed the above requirement and agree with no exception. |
| ☐ | I have reviewed the above requirement and have noted all exception(s) below. |

**List all exception(s):**

**Bidder must describe how they comply with the above requirement(s):** Finish Line Property Solutions LLC will respond to all emergency calls and same-day requests within 24 hours of the issue being scheduled for service. Our team is prepared and available to handle urgent matters promptly.

### 2.4. Reporting

The Contractor must submit to the Program Manager a snowplow log throughout the duration of the Contract. The State may request other reports as it deems necessary.

| | |
|---|---|
| ☒ | I have reviewed the above requirement and agree with no exception. |
| ☐ | I have reviewed the above requirement and have noted all exception(s) below. |

**List all exception(s):**

**The Contractor must explain any reporting that is included in its proposal and any additional reporting capabilities:** Finish Line Property Solutions LLC will provide a detailed snowplow log to the Program Manager for the contract's duration. In addition, we are fully prepared to generate any other reports the State may require. Our team is equipped with the tools to ensure timely and accurate reporting throughout the duration of this contract.

### 2.5. Meetings

The Contractor must attend the following meetings: Kick off meeting

The State may request other meetings as it deems appropriate.

## 3. Staffing

### 3.1. Contractor Representative

The Contractor must appoint 1 individual specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

**Contractor Representative Contact Information**

| | |
|---|---|
| Name | Logan Beckwith IV |
| Title | Owner |
| Office Phone | 517-327-2976 |
| Mobile Phone | 517-960-1117 |
| Email Address | Logan@finishlineps.com |

### 3.2. Emergency Contact and 24/7 Telephone Number

The Contractor must specify two emergency contacts who must be available 24 hours a day 7 days a week to receive emergency work orders or if the Project Manager cannot be reached.

**Primary Emergency Contact Information**

| | |
|---|---|
| Name | Logan Beckwith / Tasha Deal |
| Title | Owner / Office Manager |
| 24/7 Phone Number | 517-327-2976 EXT 0 |

### 3.3. Disclosure of Subcontractors

No subcontractors may be utilized for this Contract.

### 3.4. Security

The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

| | |
|---|---|
| ☒ | I have reviewed the above requirement and agree with no exception. |
| ☐ | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** | |
| **Bidder must describe how they comply with the above requirement(s):** Finish Line Property Solutions LLC acknowledges that our staff may be required to enter State facilities and make deliveries. We will ensure that all personnel comply with the State's requirements, including wearing State-issued identification badges when necessary. | |

## 4. Pricing

### 4.1. Price Term

Pricing is firm for the entire length of the Contract.

## 5. Ordering

### 5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order.

## 6. Acceptance

### 6.1. Final Acceptances

The State will use the following criteria to determine final acceptance of the Contract Activities: visual inspection

## 7. Invoice and Payment

### 7.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number and (h) total price.

### 7.2. Payment Methods

The State will make payment for Contract Activities Sigma/Vendor Self Service via Electronic Funds Transfer (EFT): Welcome to CGI Advantage Vendor Self Service Portal: Home (michigan.gov).

As required by MCL 18.1283, the Contractor must electronically register with the State.

## 8. Project Management

### 8.1. Project Control

The Contractor will carry out this project under the direction and control of the MDOT Program Manager:

Benjamin Hodges
Southwest Region – Marshall TSC
Marshall Transportation Service Center
15300 W. Michigan Avenue
Marshall, MI 49068
C: 517 202-0289

### 8.2. Project Plan

Within 5 days of Contract execution, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project; and (b) the project schedule showing sub-projects, tasks, and resources required.

## 9. Liquidated Damages

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. Therefore, if Contract Activities are not completed by the date identified in the Statement of Work, the State is entitled to collect liquidated damages in accordance with the Table 108-1 of the 2020 Standard Specifications for Construction for each day Contractor fails to remedy the late or improper completion of the Work.

# SCHEDULE A.2 – SNOW AND ICE REMOVAL SPECIFICATIONS

**Contract No. 250000000087**
**Ground Maintenance and Snowplowing Services**
**Marshall Transportation Service Center**
**15300 W. Michigan Avenue, Marshall, MI 49068**

**A.** General Requirements:

"TIME IS OF THE ESSENCE" in respect to snow and/or ice removal Contract Activities. The Contractor must perform Contract Activities in conformance with the provisions set forth herein and use due diligence to complete the work within the shortest reasonable period of time.

**B.** Snow and Ice Removal

1. Snow removal light plowing for removal as needed before 6:30am when 2 inches or more of snow accumulates.
2. Salting of the 0.91-acre parking lot. Salting as needed and before 6:30am when slippery conditions exist, contractor to supply salt.
3. Sidewalk(s) snow removal and salting as needed before 6:30am when one inch or more of snow accumulates, contractor to supply salt.
4. Callback at MDOT discretion, salt parking lot (return trips same day), contractor to supply salt.
5. Any accidents or damages on the premises must be reported immediately to the Program Manager.

**C.** Equipment

1. The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to maintain entrance/exit ramps and all parking areas free from ice and snow.
2. The Contractor's snow removal equipment WILL NOT be stored on State property for any reason.
3. Under no circumstances shall the State be responsible for any theft, vandalism, or damage to the Contractor's equipment.
4. The Program Manager shall have the right to inspect all equipment which is to be used in carrying out the terms of the Contract. Any equipment which does not comply with local, state, and federal codes, or with the Contract, may be rejected.
5. Equipment failure WILL NOT constitute an acceptable reason for failure to provide scheduled service.

# SCHEDULE A.3 – GROUNDS MAINTENANCE SPECIFICATIONS

**Contract No. 250000000087**
**Ground Maintenance and Snowplowing Services**
**Marshall Transportation Service Center**
**15300 W. Michigan Avenue, Marshall, MI 49068**

## A. Mowing Schedule

1. The regular mowing season is defined as starting the 15th of April and ending no later than October 31 - approximately 30 lawn maintenance cycles. Any mowing cycles before April 15 or after October 31 will require PRIOR WRITTEN APPROVAL from the Program Manager. Contractor to provide mowing schedule for each occurrence to Program Manager at the beginning of mowing cycle. Contractor to notify Program Manager of mowing the morning of scheduled mowing.
2. Prior to the beginning of each mowing season, the Contractor and the Program Manager may review the grounds to identify any existing damages to landscape items.

## B. Lawn Maintenance Cycle

1. A lawn maintenance cycle includes grass mowing, trimming, and edging, and proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings and organic debris. Contractor to identify any bald spots on law and apply seeding.
2. A lawn maintenance cycle shall be completed approximately once a week. The approximate number of Lawn Maintenance Cycles per year is listed on the Location Specification Sheet (LSS). The number of cycles may be increased or decreased due to weather conditions or as directed by the Program Manager.
3. Any additional mowing beyond once per week must be approved by the Program Manager, or designee, prior to mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid at the contract price.
4. A lawn maintenance cycle shall not be done on Sundays or holidays unless approved in advance by the Program Manager or designee.
5. All elements of the lawn maintenance cycle shall be COMPLETED THE SAME DAY they are started. No partial mowing/trimming/edging will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.
6. The Contractor shall use discretion when working near the public. The lawn maintenance cycle shall begin on vacated grounds first and then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized while performing the lawn maintenance cycle.

## C. Mowing and Trimming

**Removal of Residual Vegetation.** MDOT defines residual vegetation as any vegetation with a diameter of one (1) inch or less shall be removed during mowing the operation. The Contactor will use equipment to remove all residual vegetation (grass, clippings, leaves, dirt, litter, debris) as a result of performing contract activities during the day of scheduled mowing.

Removal of the residual vegetation will include, but not limited to all sidewalks, concrete picnic table pads, parking areas drainage structures and flower and shrub areas.

Removal of Residual Vegetation shall be considered incidental to the mowing pay item and not paid for separately.

**Litter Pick Up and Disposal.** The desired condition is defined as no litter. Litter includes, but is not limited to paper, cardboard, styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, car parts, pallets, sheet metal, furniture, etc., as may be found on the roadside. All litter/trash shall be picked up at the beginning of mowing operation and after the mowing operation. The Contractor must notify the program manager daily when the liter pick up has been completed.

The Contractor shall provide bags and deposit litter and debris in the bags in a secure manner. The bags shall be tied and placed in piles along with objects too large to bag in a safe and secure place. Bags shall not be stored in front of signs or guardrail.

Any refuse shall be disposed of in a “Class II” licensed landfill. Proof of proper disposal shall be provided to the program manager upon request. The Contractor will not be responsible for disposal of suspected hazardous materials discovered during the course of service; such discovery shall immediately be reported to the program manager.

MDOT will not be responsible for any cost associated with the disposal of waste, to include, but not limited required landfill waste testing, transportation of waste or disposal of waste.

Litter removal will be measured by visual inspection of randomly selected areas identified in the attached LSS.

1. Debris, including limbs, sticks, litter, shall be removed from the mowing area. Debris must be removed prior to mowing; DO NOT mow over paper litter.
2. Grass shall be mowed when it reaches an average height of five inches and shall be cut to an average height of three inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle, or as designated by Program Manager.
    a) Grass in drain field area may be mown less frequently
    b) Grass shall not be mowed when wet.
    c) Grass shall not be mowed during drought conditions, when grass is not growing, unless directed and approved by the Program Manager.
3. Clippings shall be removed, if visible, after mowing.

4. All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas and flower and shrub beds.
5. Grass shall be trimmed around all fixed objects and trees at every mowing. Extreme care shall be used to prevent injury to MDOT fixed objects and trees.
6. All clippings, edging debris, leaves and other debris shall be removed from the site and disposed of properly by the Contractor. No debris shall be disposed of on MDOT property.

**D. Edging**

1. Edging along all walkways and curb areas shall be performed every second mowing.
2. A motorized edger shall be used – string trimmers are not to be used for edging. Use of improper equipment may result in a deduction on the next invoice.
3. Edging shall be no wider than one inch from edge of sidewalk/curb to lawn surface.
4. All edging debris shall be removed from the site.

**E. Spring and Fall Clean Up**

1. Prior to the first mowing and after the last mowing of the season, all leaves, sticks, trash, and other debris shall be raked/swept/blown from the grounds, removed from the site, and disposed of properly by the Contractor.
2. Both cleanups to be scheduled prior to the first mowing of the season and after the last mowing of the season.

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

# MAINTENANCE, REPAIR & OPERATIONS (MRO)
# LOCATION SPECIFICATION SHEET (LSS)

## BROAD "TURF" GROUND MAINTENANCE
## SNOW AND ICE REMOVAL
## MARSHALL TRANSPORTATION SERVICE CENTER (TSC)
## 15300 W. MICHIGAN AVE., MARSHALL, MI 49068
## CONTRACT NO.: 250000000087

## PART I – PLACE OF SERVICES REQUESTED

| CONTRACT INFORMATION | | | |
|---|---|---|---|
| **ESTIMATED CONTRACT START DATE:** | 10/29/2024 | **CONTRACT END DATE:** | 10/28/2027 |
| **CONTRACT INFORMATION:** | 3 Year Contract with 2-1 Year Options to Renew | | |
| **CONTRACTING AGENCY NAME:** | Michigan Department of Transportation | | |
| **BUILDING NAME:** | Marshall Transportation Service Center | | |
| **BUILDING ADDRESS:** | 15300 W. Michigan Ave., Marshall, MI 49068 | | |
| **BILLING ADDRESS and EMAIL (preferably by email):** | Henry Ellis, MDOT-MarshallTSC@michigan.gov | | |
| **REGION / COUNTY:** | Southwest Region/Calhoun | | |
| **PROCUREMENT CONTACT INFORMATION** | | | |
| **PROCUREMENT OFFICE NAME:** | MDOT-CONTRACT SERVICES DIVISION, PURCHASING SECTION | | |
| **PROCUREMENT OFFICE CONTACT NAME:** | ReChelle Kendrick | **CONTACT PHONE #:** | 517-335-5905 |
| **PROCUREMENT OFFICE CONTACT E-MAIL:** | KendrickR1@michigan.gov | | |
| | | | |
| **PROGRAM MANAGER (PM) NAME:** | Benjamin Hodges | **CONTACT PHONE #:** | 517-202-0289 |
| **CCI / PM CONTACT E-MAIL:** | HodgesB@michigan.gov | | |

| LOCATION INFORMATION | | | |
|---|---|---|---|
| **OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:** | M-F | **OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:** | 7:30am-4:30pm |
| **IDENTIFY DAYS OF SERVICE:** | Determined by PM/CCI | **IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]** | 6:30am – 4:30pm |
| **ESTIMATE OF AREA TO BE SERVICED:** | 3.03 acres | | |

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

# CONTRACT NO.: 250000000087

## PART II – AERIAL VIEW

## MARSHALL TRANSPORTATION SERVICE CENTER (TSC)
## 15300 W. MICHIGAN AVE., MARSHALL, MI 49068



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## PART III - SCHEDULE B – PRICING
## SNOW/ICE REMOVAL
## AERIAL VIEW – ORANGE

## MARSHALL TRANSPORTATION SERVICE CENTER (TSC)
## 15300 W. MICHIGAN AVE., MARSHALL, MI 49068

| DESCRIPTION | UNIT OF MEASURE | QUANTITY* | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|
| Snow removal light plowing for removal as needed before 6:30 am when 2 inches or more of snow accumulates. | EA | 40 | **$115.48** | **$4,619.20** |
| Salting of the 0.84-acre parking lot. Salting as needed and before 6:30 am when slippery conditions exist, contractor to supply salt. | EA | 40 | **$187.28** | **$7,491.20** |
| Sidewalk snow removal and salting as needed before 6:30 am when one inch or more of snow accumulates, contractor to supply salt. | EA | 60 | **$68.10** | **$4,086.00** |
| Callback at MDOT discretion, Salt Parking lot (return trips same day), contractor to supply salt. | EA | 12 | **$187.28** | **$2,247.36** |
| | | | **ONE-YEAR TOTAL:** | **$18,443.76** |
| | | | **THREE-YEAR TOTAL:** | **$55,331.28** |

**The State is not obligated to purchase services as listed. The exact number and frequency of services needed are estimates and weather dependent.*

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## PART III - SCHEDULE B – PRICING
## GROUNDS MAINTENANCE
## AERIAL VIEW – BLUE

## MARSHALL TRANSPORTATION SERVICE CENTER (TSC)
## 15300 W. MICHIGAN AVE., MARSHALL, MI 49068

| DESCRIPTION | UNIT OF MEASURE | ESTIMATED* SERVICES PER YEAR | PRICE PER OCCASION | ANNUAL PRICE |
|---|---|---|---|---|
| Mowing, string trimming, blowing grass cuttings from parking lots, removing and disposing of debris and litter. | PER OCCASION | 30 | **$105.58** | **$3,167.40** |
| Building frontage; parking lot and walkway areas, ensure vegetation control in all areas | PER OCCASION | 4 | **$58.49** | **$233.96** |
| Spring cleanup of leaves, sticks and debris and removal. Provide 2-inch shredded bark and/or tree rings for three trees identified in front of facility. | 2.12 ACRES | 1 | **$224.05** | **$474.98** |
| Fall cleanup of leaves, sticks and debris and removal. | 2.12 ACRES | 1 | **$154.29** | **$327.09** |
| | | | **ONE-YEAR TOTAL:** | **$4,203.43** |
| | | | **THREE-YEAR TOTAL:** | **$12,610.08** |

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| | |
|---|---|
| **THREE-YEAR TOTAL FOR SNOW/ICE REMOVAL & BROAD "TURF" GROUND MAINTENANCE** | **$67,941.36** |

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## PART IV- EQUIPMENT LIST

## MARSHALL TRANSPORTATION SERVICE CENTER (TSC)
## 15300 W. MICHIGAN AVE., MARSHALL, MI 49068

1. Equipment failure WILL NOT constitute an acceptable reason for deviating from the activities and or schedule for this contract.

2. In the event of mechanical breakdown of trucks or equipment, the Contractor will be expected to provide backup service as requested.

3. The Contractor is responsible for any damage done to any property while performing ground maintenance services and will be required to make repairs accordingly.

**EQUIPMENT & SUPPLIES LIST FORMAT**

NOTE: Contractor will have reliable commercial equipment consisting of mowers, string trimmers, and blowers. Contractor will be able to complete work as advertised in the proposal. All equipment may be inspected prior to award.

| EQUIPMENT | MODEL | MANUFACTURER | APPROXIMATE AGE OF EQUIPMENT | EQUIPMENT OWNED OR RENTED |
|---|---|---|---|---|
| **WORK TRUCK** | F350 | FORD | 9 YR | OWNED |
| **16' TRAILER** | - | - | <1 YR | OWNED |
| **ZERO TURN MOWER** | PRO-TURN 60" | GRAVELY | <1 YR | OWNED |
| **STRING TRIMMER** | SRM-266 | ECHO | 1 YR | OWNED |
| **EDGER** | PE-2620S | ECHO | <1 YR | OWNED |
| **BLOWER** | PB-7910H | ECHO | <1 YR | OWNED |
| **PLOW TRUCK** | F-350 SC/LB | FORD | 9 YR | OWNED |
| **FRONT PLOW** | 8'-6" MVP | WESTERN | 4 YR | OWNED |
| **BACK PLOW** | 16' EXPANDING WING | QUICK HITCH | 5 YR | OWNED |
| **SALTER** | SHPE2000 | BUYERS PRODUCTS | TO PURCHASE | - |