Contract Change Notice

State of Michigan Procurement

Michigan Department of Transportation
425 W Ottawa St, Lansing, MI 48933
PO Box 30050, Lansing, MI 48909

Change Notice Number 1
to
Contract Number 260000000038

Contractor	State	
Robert E Paige dba III Seasons Lawn Care	**Program Manager**	
765 Hillcrest Dr	Kyle Knoop	MDOT
Boon, MI 49618	231-429-5981	
Robert E Paige	KnoopK@michigan.gov	
Owner	**Contract Administrator**	
231-876-1093	Anna Swanson	MDOT
My3seasonslawncare@hotmail.com	517-230-2063	
CV0072261	Swansona1@michigan.gov	

Contract Summary

Description: Seasonal Grounds Maintenance Services for the Cadillac Transportation Service Center (TSC)

Initial Effective Date	Initial Expiration Date	Initial Options Available	Expiration Date Before Change(s) Noted Below
October 20, 2025	October 31, 2026	Two; one-year	October 31, 2026

Payment Terms	Delivery Timeframe
Net 45	

Alternate Payment Options	Extended Purchasing
N/A	No

Minimum Delivery Requirements

Description of Change Notice

Option	Length of Option	Extension	Length of Extension	Revised Exp. Date
Yes	One year	No	N/A	October 31, 2027

Current Value	Value of Change Notice	Estimated Aggregate Contract Value
$9,928.00	$9,288.00	$19,216.00

Change Notice Summary
Description: Effective October 19, 2026, this contract is exercising the first option year and is increased by $9,288.00. The revised contract expiration date is October 31, 2027. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement.

STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation
425 W Ottawa St, Lansing, MI 48933
PO Box 30050, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **260000000038**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Robert E Paige dba III Seasons Lawn Care
	765 Hillcrest Dr
	Boon, MI 49618
	Robert E Paige
	231-876-1093
	my3seasonslawncare@hotmail.com
	CV0072261

STATE			
	Program Manager	Kyle Knoop	MDOT
		231-429-5981	
		KnoopK@michigan.gov	
	Contract Administrator	Anna Swanson	MDOT
		517-230-2063	
		Swansona1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Seasonal Grounds Maintenance Services for the Cadillac Transportation Service Center (TSC)			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
October 20, 2025	October 31, 2026	Two; one-year	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
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 RFP 250000003119.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$9,928.00**

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Robert E Paige dba III Seasons Lawn Care ("**Contractor**"), a Michigan, sole proprietor this Contract is effective on October 20, 2025 ("**Effective Date**"), and unless terminated, will expire on October 31, 2026 (the "**Term**").

This Contract may be renewed for up to two (2) additional one (1) 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:
Anna Swanson 425 W Ottawa St Lansing, MI 48933 Swansona1@michigan.gov 517-230-2063	Robert Paige 765 Hillcrest Dr Boon, MI 49618 my3seasonslawncare@hotmail.com 231-876-1093

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:
Anna Swanson 425 W Ottawa St Lansing, MI 48933 Swansona1@michigan.gov 517-230-2063	Robert Paige 765 Hillcrest Dr Boon, MI 49618 my3seasonslawncare@hotmail.com 231-876-1093

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:
Kyle Knoop 7915 US-131 Hwy. Cadillac, MI 49601 KnoopK@michigan.gov (231) 429-5981	Robert Paige 765 Hillcrest Dr Boon, MI 49618 my3seasonslawncare@hotmail.com 231-876-1093

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 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.
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, 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.

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 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 Schedule A.

    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 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, sexual orientation, gender identity or expression, 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 Section 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. 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
Schedule B	Location Information and Pricing
Schedule C	Equipment List
Attachment 1	Arieal Views of Service Location

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 No. 260000000038

Grounds Maintenance for the Cadillac Transportation Service Center (TSC)

BACKGROUND

The Cadillac TSC is a branch of the Michigan Department of Transportation (MDOT) "Grand Region". The physical location (7915 US-131 Hwy., Cadillac MI 49601) includes grounds that requires regular maintenance to maintain a proper appearance for the public. This will be a one (1) year contract with a two (2) year option to extend. The Contract begin date is October 20, 2025, and end date is October 31, 2026.

SCOPE

Grounds maintenance to include: mowing, trimming, edging, and landscape debris removal for the Cadillac TSC; landscape bed maintenance including installing hardwood mulch and shrub trimming; sprinkler system start up and stop; Spring Cleanup; up to six (6) applications of Fertilizer, Broadleaf & Crabgrass Control; Grub Control; and Fall Cleanup.

1. General Requirements

1.1. Pre Grounds Maintenance Requirements

Drivers and mower operators must not damage any sprinklers, grass area, bush/tree, and decorative areas, during the mowing process and agrees to repair, at Contractor's cost, any damage done by Contractor.

1.1.1. Sprinkler System – Start up – Once per year

To be performed at the beginning of the season approximately May 1st. Notify MDOT Program Manager of any damaged or non-functioning parts or equipment. MDOT reserves the right to repair or to contract repair of sprinkler system components to vendors not party to this contract. If the Contractor is asked to repair the system, the cost will be paid as an additional pay item, which will require an estimate. Damage caused by the Contractor is discussed in Section 1.1.13. Damages.

1.1.2. Sprinkler System – Stop – Once per year

To be performed at the end of the season approximately October 30th.

1.1.3. Grounds Maintenance Cycle (Irrigated)

The grounds maintenance cycle includes grass mowing, trimming, and edging, proper removal/disposal of grounds litter, including trash, and landscape debris, such as leaves, sticks, grass clippings, and other organic material, by the Contractor, according to the following specification.

A grounds maintenance cycle shall be completed approximately once a week as needed. There will be approximately 24 grounds maintenance cycles in year one, dependent on seasonal weather conditions, starting the 1st of May and ending October 30th. Increased or decreased cycles may be required. However, any additional mowing cycles beyond once per week mowing shall be approved by the Program Manager, or their representative, prior to mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at the contract unit price.

All elements of the grounds maintenance cycle shall be COMPLETED THE SAME DAY they are started. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

All clippings, edging debris, leaves, and other material shall be removed from the site and disposed of properly at the Contractor's expense, and shall not be disposed of in MDOT furnished dumpsters or on MDOT property.

1.1.4. Grounds Maintenance Cycle (Non-Irrigated)

The grounds maintenance cycle includes grass mowing, trimming and edging, proper removal/disposal of grounds litter, including trash, and landscape debris, such as leaves, sticks, grass clippings, and other organic material, by the Contractor according to the following specification.

A grounds maintenance cycle shall be completed approximately once a month as needed. There will be approximately twelve (12) grounds maintenance cycles in year one, dependent on seasonal weather conditions, starting May 1st and ending October 30th. Increased or decreased cycles may be required. However, any additional mowing cycles beyond once per month mowing shall be approved by the Program Manager, or their representative, prior to mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at the contract unit price.

All elements of the grounds maintenance cycle shall be COMPLETED THE SAME DAY they are started. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

All clippings, edging debris, leaves, and other material shall be removed from the site and disposed of properly at the Contractor's expense, and shall not be disposed of in MDOT furnished dumpsters or on MDOT property.

1.1.5. Mowing and Trimming

- Trim grass around all fixed objects and trees at every mowing.
- Extreme care shall be used to prevent injury to MDOT fixed objects, state and personal vehicles, and trees. The Contractor will be liable for all damages made by the Contractor, as determined by the Program Manager.

- All grass trimming work performed shall be included in the contract unit price for mowing.
- A Class II Safety Vest, specifically, the American National Standards Institute (ANSI) 107 Class 2 apparel (vest or T-shirt) must be worn when working near traffic whether in or near the parking lot, on the grounds near the parking lots or along the highway.
- Shrub trimming is to be conducted according to ANSI A300 Part 1, Tree Pruning, and (Revised 2008), The Contactor is expected to be knowledgeable of these standards.
- Approximately 1.1-acre grounds must be mowed twice per month beginning when the grass reaches over 3 inches after May 1st. Debris must be cleared prior to mowing, and grass must be mowed down to 2.5 - 3 inches.
- At no time shall more than 50% of the grass blade length be cut in one cycle.
- Weed whack around bushes, trees, buildings, and curbs as needed
- Weed whack grass around the trees, bushes, and buildings, and any weeds growing near curbs and on cement surfaces.
- Do not mow when grass is wet.
- Remove clippings, if visible, after mowing.
- Clippings shall be removed from all sidewalks, buildings, parking areas, and flower and shrub beds.

1.1.6. Edging

Edge along all sidewalk and curb areas with a motorized edger. Edging shall be no wider than one half inch from edge of sidewalk/curb to grounds surface. All edging debris shall be removed from the site. All edging work performed shall be included in the contract unit price for mowing.

1.1.7. Fall Clean-up – one time per fall

Remove all debris including all leaves, limbs, sticks and twigs from the grounds and landscaped areas around the building. Fall clean-up to be performed as late in the season as possible.

1.1.8. Spring Clean-up – one time per year, including disposal fee

All debris (including leaves, limbs, sticks and twigs) to be removed from grounds, parking, and landscaped areas. Prior to the first mowing cycle each season. Sweep parking lot and sidewalks to remove excess salt and sand accumulated from winter maintenance.

1.1.9. Landscaping

Weeds and debris removed from all landscaped areas, trees and bushes trimmed, bark replaced, and herbicide applied per direction and approval of Program Manager. Preen up to two (2) times per year. As necessary, refresh mulch with appropriate cubic yards of mulch. Apply Roundup, as needed, all year. Trim shrubs annually.

1.1.10. Fertilizing

Approximately 0.5 acreage to be fertilized, five to six times each year, as approved and directed by the Program Manager per the following specifications:

i. **Timing for Fertilizer application.**
   - Early May
   - Early July
   - Early September * skip this if not needed or due to budget constraints
   - Late October

ii. **Chemical Fertilizer Nutrient.** Provide, and place fertilizer as indicated by soil tests (these have already been done by MDOT). Uniformly apply granular fertilizer, free of lumps.

iii. **Class C Fertilizer.** Evenly apply 80 pounds per acre on established turf.

iv. **Class C.** Provide and apply Class C chemical nutrient fertilizer as specified by this subsection and as indicated by soil tests, when required or as requested. Fertilizer to include the following:

   a) **Water Insoluble Fertilizer.** Apply 32 pounds of water insoluble nitrogen per acre. Provide water insoluble nitrogen from urea formaldehydes, coarse grade isobutylidene diurea, or both.

   b) **Water Soluble Fertilizer.** Apply nitrogen at a rate of 48 pounds of nutrient per acre. Ensure fertilizer components include urea.

1.1.11. Grub Control

One (1) application per season, if applicable.

1.1.12. Pre-Mowing Meeting

Prior to the beginning of each mowing season, the Contractor and the Program Manager will review the grounds to identify any existing damage to landscape items and define the area to be maintained. Please note, weed control, insect/grub control applied as requested by the Program Manager, if necessary.

1.1.13. Damages

The Contractor will be held liable for all damage done, as a result of his/her operation, to fixed objects, such as signs, posts, buildings, state and personal vehicles, sprinkling system, and all vegetation including turf, trees, shrubs, flower beds, and desirable natural growth. Damages shall include, but are not limited to, among other things; skinning, scraping, breaking of tree limbs, or gouging of trees or shrubs, and rutting, scalping, or tearing turf.

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

All turf damage repairs shall be made by the Contractor, as herein specified. Seed shall meet purity and germination requirements, as specified by the Program

Manager, and shall be a mixture of 30% perennial ryegrass, 45% Kentucky bluegrass, and 25% fine fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed from April 15th through May 31st, and August 15th through October 30th, unless otherwise directed by the Program Manager.

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

The Contractor will be billed for all costs related to the damages caused by his operation or be required to repair the damages as directed by the Program Manager.

- The State reserves the right to modify the services required under this contract to meet the State of Michigan's future needs including adding additional locations within the regions.

- The State of Michigan will not pay for unperformed service as determined by its applicable Program Manager.

1.2. Equipment Requirements

The Contractor must furnish all equipment and necessary supplies to provide grounds maintenance, including but not limited to:

- Gas powered mowers
- Gas powered edging machines
- Gas powered string trimmers
- Gas powered portable blowers
- Brooms, leaf rakes, and other hand tools, as needed

Contractor must provide a detailed list of all equipment to be used in the performance of Contract Activities on Schedule C – Equipment List (see attached Schedule B – Pricing and Schedule C – Equipment List Cadillac TSC LSS). The Equipment list must include each piece of equipment to be used for Contract Activities, the equipment type, model name and number, the manufacturer's name and the approximate age of the equipment and if it is owned or rented.

MDOT reserves the right to inspect the Contractor's equipment prior to the Contract start date and at any time throughout the duration of this Contract. Any equipment which does not comply with local, state, and federal codes, or with the Contract, may be rejected.

The Contractor must furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner. The equipment furnished by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. The Department reserves the right to inspect the Contractor's equipment at any time the equipment is being used on Department grounds. Equipment, which in any way pulls or rips grass, or damages the turf shall not be allowed to operate under this specification. All

equipment will be of such a type so that the height of cut can be adjusted to three inches.

MDOT will not be responsible for any theft, vandalism, or damage to the Contractor's equipment.

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

2. Service Requirements

2.1. Timeframes & Work Hours

Contract Activities will be complete between May 1st and October 30th of each year. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

The Contractor must provide Contracted grounds maintenance activities during normal office hours of Monday-Friday 7:30am-4:30pm.

The Contractor will not be paid for services performed on State Holidays unless pre-approved in writing (email acceptable) by Program Manager or designee.

State Holidays include:
Memorial Day
Independence Day
Labor Day
The dates for these holidays can be found at the following website:
https://www.michigan.gov/som/government/state-holidays

2.2. Meetings

The Contractor must attend the following meetings: Initial Kick off Meeting and Pre-Mowing Meetings.

The State may request other meetings as it deems appropriate.

2.3. Reporting

The Contractor must submit to the Del Kirkby, TSC manager, KirkbyD@michigan.gov any reports of damage to property by employee, in a timely manner.

3. Staffing

3.1. Contractor Program Manager

The Contractor must appoint one (1) Contract Representative 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 Program Manager").

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Program Manager.

Contractor Program Manager Contact Information:

Name	Robert Paige
Title	Owner
Office Phone	231-876-1093
Mobile Phone	231-876-1093
Email Address	my3seasonslawncare@hotmail.com

3.2. Emergency Contact and 24/7 Telephone Number

The Contractor must specify an emergency contact, including telephone number. Emergency contact must be available 24 hours a day to receive on-call or emergency service requests and serve as a secondary contact if the Contractor Program Manager cannot be reached.

Emergency Contact Information:

Name	Tina Paige
Title	Vice President
24/7 Telephone Number	231-884-7796

3.3. Disclosure of Subcontractors

Subcontractors will not be utilized in the performance of this Contract.

3.4. Security

All contracted services will be provided outside the building. No building access will be 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 the Delivery Order (DO).

6. Acceptance

6.1. Acceptance & Inspection

Acceptance will be given once PM or designee is notified of completed work and the work order site is inspected. Acceptance will be a signed work order from the PM or designee.

7. Invoice and Payment

7.1. Invoice Requirements

All invoices must be submitted monthly to the State will include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) vendor-generated invoice number and (h) total price. Overtime, holiday pay, and travel expenses will not be paid. No other payment term will be acceptable for this Contract including annual, or quarterly.

7.2. Payment Methods

As required by MCL 18.1283, the State will only disburse payments under this Contract through Electronic Funds Transfer (EFT).

The Contractor is responsible for ensuring current banking information is entered in the State vendor website: www.michigan.gov/SIGMAVSS.

7.3. Procedure

Invoices must be submitted by US Postal Services to the below address or by email to GenzinkW@michigan.gov.

Michigan Department of Transportation
Cadillac TSC
Attention: Wilma Genzink
7915 US-131 Hwy.
Cadillac MI, 49601

8. 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 there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of $1,000 and an additional $50 per day for each day Contractor fails to remedy the late or improper completion of the Work.

9. Additional Requirements

9.1. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

9.2. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

9.3. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

9.4. Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

Schedule B.1 - Location Specification Sheet (LSS)
Grounds Maintenance Services Cadillac Transportation Service Center (TSC)

I. CONTRACT and AGENCY CONTACT INFORMATION				
Contract Information				
	# OF YEARS		**# OF OPTIONS**	**OPTION**
CONTRACT TERM:	1 Year	**OPTIONS:**	2	1 Year
CONTRACT START DATE:	10/20/2025	**CONTRACT END DATE:**	10/31/2026	
CONTRACTING DIVISION / OFFICE:	MDOT Cadillac TSC			
BUILDING ADDRESS:	7915 US-131 Hwy., Cadillac, MI 49601			
DESCRIPTION OF SERVICE LOCATIONS	Cadillac TSC Grounds			
MDOT REGIONAL SERVICE AREA:	Grand Region	**COUNTY:**	Wexford	
Procurement Contact Information				
CONTACT	**NAME**	**EMAIL**	**PHONE**	
CONTRACT ADMINISTRATOR:	Anna Swanson	swansona1@michigan.gov	517-230-2063	
PROGRAM MANAGER:	Kyle Knoop	KnoopK@michigan.gov	231-429-5981	
INVOICE SUBMITTED TO:	Wilma Genzink	GenzinkW@michigan.gov	231-775-3486	

II. LOCATION INFORMATION			
Roadside Mowing Location Information			
APPROX AREA TO BE MOWN	Irrigated: .5 acre Non-Irrigated: 1.2 acres		
Official Working Days of Building Occupants	Monday - Friday	**Official Working Hours of Building Occupants**	6:00a.m. - 6:00p.m.
Identify Days of Service	Monday - Friday	**Identify Hours of Service**	6:00a.m. - 6:00p.m.

- All mowing schedules are to be established with and approved by the Program Manager (PM) at the beginning of the contract period. Service delivery begin date will be determined by PM. Any deviation from the established schedule must be pre-approved by the PM.

Schedule B.2 - Pricing

Agency	**Michigan Department of Transportation**
Divison / Location	**MDOT Cadillac TSC**
Contracting Office Address	**7915 US-131 Hwy., Cadillac, MI 49601**
Grounds Maintenance Locations	**Cadillac TSC Grounds**
Contract Base Term (years):	**1 Year**
Contract Start Date:	**10/20/2025**
Contract End Date:	**10/31/2026**

GROUNDS MAINTENANCE FOR THE CADILLAC TRANSPORTATION SERVICE CENTER (TSC)

	Description of Services	Unit of Measure	Annual Quantity		Price per Occasion		ANNUAL PRICE
1	Sprinkler System - Start up	Each	1	x	$ 100.00	=	$ 100.00
2	Sprinkler System - Stop	Each	1	x	$ 100.00	=	$ 100.00
3	Spring Cleanup	Each	1	x	$ 350.00	=	$ 350.00
4	Fertilizing, broadleaf, crabgrass control	Each	6	x	$ 350.00	=	$ 2,100.00
5	Grub Control	Each	1	x	$ 350.00	=	$ 350.00
6	Landscape Bed Weed control	Each	6	x	$ 200.00	=	$ 1,200.00
7	Mulch	Yards	12	x	$ 134.00	=	$ 1,608.00
8	Mowing - Irrigated	Each	24	x	$ 80.00	=	$ 1,920.00
9	Mowing - Non-irrigated	Each	12	x	$ 150.00	=	$ 1,800.00
10	Fall Cleanup	Each	1	x	$ 400.00	=	$ 400.00
					TOTAL CONTRACT		**$ 9,928.00**

Contractor	3 Seasons Lawncare
SIGMA VSS Vendor ID	CV0072260
Contractor's representative/agent	Robert Paige
Telephone Number	231-876-1093
Cell Phone Number	231-876-1093
Email	my3seasonslawncare@hotmail.com

Schedule C - Equipment List

Equipment	MODEL	Manufacturer	Approximate Age of Equipment /Owned or Rented
Zero turn Mower	950 M	John Deere	3
Zero turn Mower	950 M	John Deere	3
weed whip	S-55	Stihl	1
weed whip	S-55	Stihl	1

Cadillac Transportation Service Center (TSC)



Mowing -Irrigated



Mowing – Non Irrigated



Spring/Fall Cleanup




0.5 a
0.27 a
0.96 a