



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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **260000000467**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Payne Landscaping, Inc.
	7635 E. Davison
	Detroit, MI 48212
	Terry Payne
	313-885-6770 Ext. 12
	PaynesLand@sbcglobal.net
	CV0039157

STATE	Program Manager	Mike Budai	MDOT
		248-343-3697	
		BudaiM@michigan.gov	
	Contract Administrator	ReChelle Kendrick	MDOT
		517-335-5905	
		KendrickR1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Non-Freeway Roadside Mowing of State Trunkline, Wayne County			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 15, 2026	April 14, 2029	2 - 1 Year	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
2% Net 30/Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 260000001077.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$427,343.00

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Payne Landscaping, Inc. (“**Contractor**”), a Michigan corporation. This Contract is effective on April 15, 2026 (“**Effective Date**”), and unless terminated, will expire on April 14, 2029 (the “**Term**”).

This Contract may be renewed for up to two additional one-year renewal 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 accordance with this Contract, including the Statement of Work contained in Schedule A and the 2020 Standard Specifications for Construction; however, in the case of a conflict, Schedule A will control; (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:

ReChelle Kendrick
 MDOT- Contract Services Division
 425 W. Ottawa Street
 Lansing, MI 48933
KendrickR1@Michigan.gov
 517-335-5905

If to Contractor:

Terry Payne, Owner
 Payne Landscaping, Inc.
 7635 E. Davison
 Detroit, MI 48212
paynesland@sbcglobal.net
 313-215-2074

- 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:

ReChelle Kendrick
 MDOT- Contract Services Division
 425 W. Ottawa Street
 Lansing, MI 48933
KendrickR1@Michigan.gov
 517-335-5905

Contractor:

Terry Payne, Owner
 Payne Landscaping, Inc.
 7635 E. Davison
 Detroit, MI 48212
paynesland@sbcglobal.net
 313-215-2074

- 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:

Mike Budai – Taylor TSC
 6510 Telegraph Road
 Taylor, MI 48180
BudaiM@michigan.gov
 248-343-3697

Contractor:

Terry Payne, Owner
 Payne Landscaping, Inc.
 7635 E. Davison
 Detroit, MI 48212
paynesland@sbcglobal.net
 313-215-2074

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

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least 3 years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of 3 years after completion of work.

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

This Section 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 subcontract work in accordance with Subsection 108.01 of the 2020 Standard Specifications for Construction.
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. The State's approvals, reviews, and inspections do not relieve the Contractor of its contractual obligations. The Contractor understands that any approvals, reviews, or inspections are undertaken for the sole use and information of the State and will not serve as a warranty as to the propriety of the Contractor's performance.

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.

- 18. Reserved.**
- 19. Reserved.**
- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 21. Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from federal excise tax, state and local sales taxes, and use taxes if the Contract Activities purchased under this Contract are for the State's exclusive use. Contractor will not include the collection of taxes for

which the State is exempt in any invoices or payments related to this Contract. The State is not responsible for taxes imposed or assessed on Contractor.

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

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

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

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

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

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

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

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

25. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

26. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's

designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.
- 28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification) arising out of the performance of the work until the Contractor achieves satisfactory final inspection in accordance with Subsection 109.07.C.1 of the Standard Specifications for Construction. The Contractor will not be responsible for claims that result from the sole negligence or willful acts or omissions of said indemnitees.

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor of this obligation. 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 CONTRACT PRICE. 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. Reserved.**
- 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. 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. Prevailing Wage Act Statutory Provision.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract. As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, the rates of wages and fringe benefits to be paid to each

class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

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. Any disputes under this Contract must follow the claims process detailed in Subsection 104.10 of the 2020 Standard Specifications for Construction.

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	Pricing for goods and services
Schedule C	Mileage and location information
Schedule D	Equipment List

- 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; (c) third, schedules expressly incorporated into this Contract as of the Effective Date and (d) the 2020 Standard Specifications for Construction. 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.
- 57. Accessibility Requirement.** All Contract Activities created, provided, or made available by Contractor under this Contract in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet) (hereinafter "**Digital Deliverables**"), must conform to the accessibility standards provided in the SOM Digital Standards, located at <https://www.michigan.gov/standards> (the "**Digital Accessibility Standards**"). Throughout the Term of the Contract, Contractor must: (a) ensure that no changes made by Contractor to any Digital Deliverables will have any adverse effect on conformance to the Digital Accessibility Standards; and (b) comply with plans and timelines approved by the State to remediate issues and achieve conformance with the Digital Accessibility Standards in the event of any deficiencies, at its sole cost and expense.

- C. All local noise, dust, and work-hour ordinances shall apply to the Contract.
- D. MDOT will not be responsible for any cost associated with the disposal of any service provided in this contract. MDOT will not be responsible for any citations, fines or tickets received, while performing Contract activities.
- E. The Contractor must protect motorists at all times from any materials or equipment stored inside the closure.
- F. Contractor shall take any other actions themselves or as directed by the MDOT, to protect the safety and health of the public, state employees, State property and property of the local unit of government during the performance of this Contract.

1.2. Damage to Private and Public Property

During vegetation maintenance operations, the Contractor must exercise due caution and care not to damage adjacent fences, shrubs, banks, hedges, poles, hydrants, mailboxes, trees, landscape plantings, etc. The Contractor shall be held financially responsible for any and all damages resulting from vegetation maintenance operations per MDOT 2020 Standard Specification for Construction section 107.

1.3. Documents for Informational Purposes

The documents referenced in this section are not Contract requirements. The documents are those that MDOT currently uses for vegetation maintenance and are strictly for information purposes only. MDOT does not warrant or guarantee, in any way, the outcomes achieved by the Contractor if using any document included for “information purposes only.” Other documents to include:

- a. MDOT Roadside Vegetation Manual
- b. Performance Guides 126, 127, and 172

1.4. Supplies

The Contractor must supply all materials. Use only such materials that are recommended and approved by the CCI.

The Contractor must submit a complete list, by brand names and product numbers (if applicable), of all supplies to be used in fulfilling this Contract, and must submit a Materials Safety Data Sheet (MSDS) prior to starting any work.

The State reserves the right to accept or reject any items listed on the MSDS. Contractor must immediately furnish an acceptable substitute for any item rejected by the State. The Contractor must provide a list of the vegetation maintenance supplies, including herbicides that it will utilize for this project, including manufacturer's name and proposed annual estimated quantities (see Schedule C - Location Specifications).

1.5. Work Hours

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.

2. Service Specifications

2.1. Mowing

Cutting operations shall be performed parallel to the roadway in the direction of traffic. The Contractor is not to encroach into the traffic lane. Vegetation in the identified mow areas shall be mowed when directed by the Contract Compliance Inspector (CCI). The vegetation shall not be cut less than 3

inches from the ground. A total of 12 cycles of mowing shall be performed starting April 15th or as directed.

Acreages may be added during the life of the contract as local governments and private entities come in and out of contract.

2.2. Flat mowing

Flat mowing areas include areas adjacent to shoulders, medians, ramps, and clear vision areas.

- a. Mow entire median and greenbelts outside the median ROW-ROW.
- b. Mow a minimum of 12 feet on both ramp shoulders.
- c. Clear vision areas shall be mowed as directed by the CCI.

2.3. Slope mowing

Slope mowing includes the slopes at all grade separations and interchanges as identified in the attached Schedule C – Location Specifications.

- a. Mow the entire slope from the bottom of the slope to the ROW fence.

2.4. Trimming

Trim all vegetation within the mow area that cannot be cut with a mower including areas around delineator posts, sign posts, trees, barrier walls, retaining walls, drainage structures and other appurtenances. Vegetation trimming shall be done within 24 hours of mowing. All grass clippings and debris is to be removed from the shoulder and valley gutter and off all drainage structure covers the day of mowing. Any vegetation with a diameter of one (1) inch or less shall be removed during the mowing operation. Trimming shall be considered incidental to the mowing pay item and not paid for separately.

2.5. Mowing Schedule

The Contractor shall be notified by the CCI when and where to begin each mowing cycle. The Contractor shall not exceed 14 days from the date of notification to complete each cycle. The Contractor is responsible to notify the CCI via email before starting work and during mowing operations providing daily updates of the work progression. Mowing start date must be approved by the CCI. Mowing start date must be approved by the CCI.

2.6. Gapped Construction Areas

The Project Manager will provide a list of locations that will be gapped and the time frame for which they will be gapped due to construction activities. The associated acres that are gapped will not be paid for.

2.7. Selective Broadleaf Weed Control on Roadside Turf Areas

Contractor shall notify the PM twenty-one days prior to applying herbicide treatments for broadleaf control.

The work shall consist of the Contractor performing herbicide applications each year on the specified routes as directed by the PM. To reduce the weeds from becoming resistant to formulation the contractor shall not use the same herbicide more than two years in row. The Contractor shall furnish and apply herbicide(s) to control broad leafed weeds on the specified highway routes. It shall be the Contractor's responsibility to select herbicide(s) and an application rate which will control the broad-leafed weeds present on the specified highway sections at the time of the application.

Selective weed control (kill) in roadside turf areas will be measured by examining randomly selected plots 14-28 days following the completion of each application period. The plots will be approximately 20 feet in length and 12 feet wide, the width of the specified sprayed swath. There will be a minimum of two and a maximum of eight plots on each route. The percent kill on a control section will be determined by averaging all of the plots taken on that section. A separate percentage kill will be calculated for each route and accordingly a separate achievement percentage will be determined and applied to each route. A 90 percent or higher kill of each of the weed species present at the time of application will be considered a 100 percent achievement. When it is determined that the control is less than 90%, the Contractor has the option of retreating to improve the achievement percentage, if in the opinion of the CCI, the retreatment will accomplish the original goals and intent of the contract. The sections retreated will be inspected in the same manner as the initial treatment using a new set of randomly selected plots.

2.8. Broadleaf control spraying shall be done by a licensed and certified applicator.

The Contractor and staff conducting chemical application must be certified in the Michigan Department of Agriculture and Rural Development (MDARD) Commercial Pesticide Applicator Categories: Category 3B – Ornamental Plant and Shade Tree Pest Management and Category 6 – Right of Way Pest Management. Anyone applying chemicals must be certified. Proof of certification and licensure MUST be submitted with the bid response in SIGMA. Only those proposals that meet the mandatory minimum requirements will be considered for evaluation.

Note: This work is optional only as requested and directed by the PM. The Contractor shall only be paid for actual quantities performed as directed by the PM.

2.9. Litter/Debris Removal/Disposal

The desired condition is defined as no litter/debris visible from the edge of the travel lane. Litter/debris includes, but is not limited to, paper, cardboard, Styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tires, car parts, pallets, sheet metal, furniture, mattresses, branches with a diameter of 3 inches or less, etc., as may be found on the roadside. All litter/debris shall be picked up ahead of mowing operation and after the mowing operation. The Contractor must notify the CCI daily when the litter pick up begins and is 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. Bags and debris shall be removed from the right of way the same day it is collected. It shall be the Contractor's responsibility to haul away and dispose of the debris. All costs associated with litter removal, disposal of refuse, and associated costs are the responsibility of the Contractor.

All refuse shall be disposed of in a "Class II" licensed landfill. Proof of proper disposal shall be provided to the CCI upon request. The Contractor will not be responsible for disposal of suspected hazardous materials discovered during the course of this work; such discovery shall immediately be reported to the CCI.

Litter/debris removal will be measured by visual inspection of randomly selected 0.1-mile sections of roadways on the Schedule C - Location Specifications. There will be a minimum of two and a maximum of eight plots on each route. There shall be no more than 20 pieces of litter visible from the edge of pavement, immediately after this work is completed.

This measurement will be used for both **Litter Removal/Disposal and Optional Litter Removal/Disposal.**

2.10. Optional Litter/Debris Removal

At the Program Manager's discretion, MDOT reserves the right to have the Contractor perform litter removal anywhere within the Contract area as specified by the PM. This optional litter pick up shall be paid at the price per acre that the vendor quotes for this work on the attached price sheet.

Note: This work is optional only as requested and directed by the CCI. The CCI must be notified daily when this work begins and is completed. Optional Quantities are not guaranteed to be the entire quantity listed, the optional quantity can be in the range from one to the high end listed in the Exhibit C table. Quantity needed is to be decided by the PM/CCI or his/her designee at the time optional item is requested.

2.11. Reporting

The Contractor must submit to the Program Manager/Contract Compliance Inspector the following written reports:

- a. Daily notification of work anticipated by 9am of service day.
- b. Yearly proposed work plan with anticipated schedule start and completion dates for each cycle.

The Contractor must explain its reporting capabilities and any reporting that is included in its proposal. The PM/CCI may require additional reports throughout the life of the contract.

2.12. Meetings

Contractor must meet with the MDOT Program Manager and other department project-leads, on a basis to be established by MDOT Program Manager and the Contractor, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise, and to continuously communicate with the agency/departmental project-lead.

If the following meetings are scheduled by the MDOT PM, the Contractor must attend:

A. Pre-Award Meeting and Equipment Inspection

Prior to award, the successful low bidder is required to meet with the MDOT Program Manager and/or designee at the Contractor's facility. The purpose of this meeting will be to discuss the scope of the Contract and for the bidder to submit an equipment list indicating description, age, manufacturer, model, and serial number of each piece that will be used on the Contract. All the equipment listed for use on the Contract must be available for visual and/or mechanical inspection at the pre-award meeting. All equipment must meet or exceed all requirements defined under "Equipment Requirements" document. All equipment must be in the Contractor's possession, available for use and fully operational for immediate use. The Contractor must also provide any lease Contracts for the equipment at the Pre-Award Meeting. MDOT reserves the right to inspect the Contractor's equipment prior to the Contract start date and at any time throughout the duration of the Contract.

B. Kick Off Meeting

Prior to commencement of work the successful bidder is required to meet with MDOT program staff.

C. Annual Service Review and Progress Meeting

- I. The Program Manager may request an audit of the services provided each year under the specifications, terms, and conditions of the Contract.
- II. An unsatisfactory audit may result in cancellation of the Contract under the terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.

- III. The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with Contract recommendations will be published by Purchasing Operations and distributed to the respective Agency(s).
- IV. Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 (ten) calendar days of the date the Contractor received, or could have reasonably been expected to receive, his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

2.13. Progress Schedule

Work must be performed in accordance with the progress schedule submitted with the Contractor's Work Plan at the Pre-Award Meeting and as described below.

The progress schedule shall identify the planned start date for each cycle per route and the planned duration of the cycle.

The first failure to complete work as defined in the progress schedule without prior approval to adjust the schedule from the CCI may result in a Vendor Performance being issued to determine the corrective action by the Contractor. A second such failure may result in termination of this Contract. The progress schedule must address all work to be completed when multiple Contracts are awarded to the same Contractor, including work performed as a subcontractor for a local unit of government.

3. Maintaining Traffic

3.1. Traffic Control

- A. Where applicable, the Contractor must maintain traffic throughout the project in accordance with the following:
 - i. Section 812 of the [MDOT 2020 Standard Specifications for Construction](#)
 - ii. [MDOT Maintaining Traffic Typical](#)s
 - iii. Current edition of the [Michigan Manual of Uniform Traffic Control Devices \(MMUTCD\)](#)
- B. Current [Work Zone Safety and Mobility Manual](#)
- C. All Contract Activities must be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede trunkline traffic. The Contractor must not operate equipment on the roadway or in a manner that requires unnecessary crossing of the roadway.

4. Equipment Requirements

4.1. Mowing Equipment

All equipment furnished shall be in proper operating condition, in good repair, and maintained to produce a clean, sharp cut to the grass at all times.

4.2. Equipment Safety

All equipment shall meet all federal, state, and local safety requirements. If the mower box does not touch the ground the mower shall be equipped with one half inch safety chains which touch the ground but do not drag. The chains will be threaded with wire rope through the bottom link and base so as to prevent debris from being thrown from under the cutter.

During operations in MDOT's right of way, flashing warning beacons will be provided by high-intensity rotating, flashing, oscillating, or strobe lights on vehicles. Beacon will be visible from a point that is 150 feet in front and behind of the vehicle.

Under no circumstances shall the Department be responsible for any damage to the Contractor's equipment due to obstacles encountered including stumps.

Where a shadow vehicle is utilized (see Maintaining Traffic section), the following lighted arrow and vehicle mounted sign configuration will be required on the shadow side.

The Contractor shall not park equipment within the right of way of any state trunkline in a manner not permitted by posted traffic control devices.

5. Staffing

5.1. Contractor Program Manager

The Contractor must appoint one 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 Program Manager").

Contractor Program Manager Contact Information

<i>Name</i>	Terry Payne, Jr.
<i>Title</i>	Director of Grounds Maintenance
<i>Office Phone</i>	313-885-6770 ext 12
<i>Mobile Phone</i>	313-330-9515
<i>Email Address</i>	Terrypayne002@gmail.com

5.2. 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

<i>Name</i>	Terry Payne, Sr.
<i>Title</i>	Owner
<i>24/7 Phone Number</i>	313-215-2074

Secondary Emergency Contact Information

<i>Name</i>	Porchia Mulligan
<i>Title</i>	COO
<i>24/7 Phone Number</i>	586-741-9498

5.3. Non-Key Personnel

The Contractor must notify the Contract Administrator at least 5-calendar days before removing or assigning non-key personnel.

5.4. Disclosure of Subcontractors

Per [MDOT 2020 Standard Specifications for Construction](#), Section 108.01, if any Contract Activities will be performed by a sub-contractor(s), the sub-contractor(s) must be prequalified by MDOT to perform the classification of the proposed work. The Contractor must use its own organization to perform work amounting to not less than 35% of the contract amount.

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Subcontractor

TruGreen
 22260 Pennsylvania Road
 Taylor, MI 48180
 (734) 217-2114
 Pesticide Certification: 3a, 3B, 6, 7A, 7F
 Longstanding business partners; 5%

6. Project Management

6.1. Project Control

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

Mike Budai, 6510 Telegraph Road, Taylor, MI 48180
BudaiM@michigan.gov; 248-343-3697

6.2. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 14 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. Project management plan must identify methods, tools and processes proposed to oversee the project, address issues and changes as may arise, and keep the appropriate parties apprised of progress.

Contractor's Work Plan must include but not be limited to the following:

- a. EQUIPMENT LIST - indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" in this document. All equipment must be in the Contractor's possession, available for use and fully operational, prior to Contract award.
- b. Schedule of Operations - personnel and hours expected to complete work on this Contract.
- c. Name(s) of supervisors – 24-hour contact telephone numbers and best contact times.
- d. Progress schedule listing locations where work will occur.
- e. Safety Program, including traffic control plan(s).
- f. Damage Claim Plan
- g. Current proof of insurance as defined in the Standard Terms and Conditions must be provided to MDOT Purchasing with the signed Contract.

Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide services.

Adjustments to providing this service, including any weather-related deviations, must be approved by the Contract Compliance Inspector or designated representative.

Any misrepresentation by the Contractor of its ability to perform the work described in this Contract will be grounds for immediate termination. In such case, a Contract will be awarded to the next lowest bidder who can demonstrate the ability to perform the work.

7. Pricing

7.1. Price Term

Pricing is firm for the entire length of the Contract.

8. Ordering

8.1. Authorizing Document

The appropriate authorizing document for the Contract will be the Master Agreement(s) (MA). A Delivery Order (DO) will be created from the MA and provided to the Contractor each fiscal year by the respective TSC.

9. Acceptance

9.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities: Visual Inspection, pictures may be requested as proof of litter/debris removal.

The Contractor shall consult the CCI, or their designee, for inspection and tentative approval of work being accomplished, so that, in the event of unsatisfactory work, sufficient time will be available to the Contractor to make corrections a satisfactory manner within the time specified. Notification with specified completed limits must be sent to the CCI the day work is done. Failure to do so may result in a penalty per Section 10 of this Schedule A.

10. Invoice and Payment

10.1. 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) service dates; (g) vendor-generated invoice number; (h) service dates; and (e) total price.

Invoices for Taylor TSC services shall be submitted via email to MDOT-Taylor-Invoices@michigan.gov. All invoices are to be submitted on a monthly basis and reflect actual work done during the invoice period. Invoices shall be submitted following the completion of each cycle unless otherwise approved by the MDOT PM.

MDOT shall pay the billed amount in accordance with the bid rate, and the payment terms specified in this Contract, which are net 45 days after the later of the invoice date, and/or the date the Contract Compliance Inspector certifies the invoice for the satisfactory completion of completed work meeting the outcome target as outlined in this contract.

10.2. 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: [AdvantageVSS - SIGMA VSS \(michigan.gov\)](#).

11. Required Functionality Relating to Data Retention, Disposal, and Retrieval

The State has legal obligations to retain, dispose, and retrieve State Data along with obligations to manage and secure State Data. To meet these obligations, the Solution must allow the State to:

- 1) retain all data for the entire length of the Contract.
- 2) delete its data or request the deletion of its data, even data that may be stored offline or in backups.
- 3) transfer its data back to the State or to a new vendor or new solution.
- 4) transfer its data to the Archives of Michigan as may be required by a retention and disposal schedule.
- 5) retrieve data, even data that may be stored offline or in backups.

Except as otherwise stated in the Contract, Contractor will not dispose of, delete, or destroy State Data without the prior written approval of the State.

12. ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), including its accessibility standard for websites, applications, content and documents. All Contract Activities created, provided, or made available by Contractor under this Contract in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet) must comply with the accessibility standards provided in the Digital Accessibility Standards, located at <https://www.michigan.gov/standards>.

13. Additional Requirements

13.1. Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

14. Service Level Agreement

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.
- C. **Please Note:** Should bidders require clarification or have any questions with regard to the SLAs, they should submit them during the Question and Answer Period of this solicitation; please see the **Proposal Instructions** for the timeline.

Service Level Agreements for this Contract will be as follows:

Deliverables	Outcome Target
Mowing	100% of the cycle is completed within 14 days. A route shall be completed before starting a new route. Work days canceled will not count against the 14 day cycle length.
Trimming	95% of the vegetation around delineator posts, sign posts, trees, barrier walls, retaining walls, drainage structures and other appurtenances shall be trimmed within 24 hours of mowing.
Selective Broadleaf Weed Control	A minimum of 90% of weeds in the 15 foot swath adjacent to the turf edge of both the outside and the median shoulders controlled within 28 days after herbicide application.
Litter/Debris	Less than 20 pieces of litter visible from the edge of the roadway throughout the entire right of way including medians per acre.

Deliverables	Consequences for Non-Conformance	
	Initial	Subsequent
Vegetation Management Activities		
Mowing	10% of the Mowing bid price will be deducted per occurrence and per location for mowing areas that are not 100% completed within 14 days.	2% of Mowing bid price will be deducted per location for each additional day until 100% of the mowing is completed
Trimming	5% of the Mowing bid price will be deducted per occurrence and per location if vegetation is not trimmed within 24 hours of mowing.	2% of the Mowing bid price will be deducted for each additional day until 100% of the vegetation is trimmed.
Selective Broadleaf Weed Control	No payment if less than 80% of broadleaves are controlled 28 days after herbicide application. 90% payment for 80% to 89% control. 100% payment for 90% - 100% control.	If less than 90% control is achieved, the Contractor has the option of retreating to improve the achievement percentage if, in the opinion of the CCI, the retreatment will accomplish the original goals and intent of the contract.
Litter Pick up with Mowing Cycles	No payment if more than 80 pieces of litter visible from the edge of the roadway throughout the entire right of way including medians are present the day litter pick up is performed. 25% payment of associated acres when 79-21 pieces of litter is present the day litter pickup is performed.	
Optional Litter Pick Up	No payment if more than 80 pieces of litter visible from the edge of the roadway throughout the entire right of way including medians are present the day litter pick up is performed. 50% payment of associated acres when 79-21 pieces of litter is present the day litter pickup is performed.	

SCHEDULE B – PRICING

Contract No.: 260000000467
Non-Freeway Roadside Mowing of State Trunkline
Wayne County

ITEM DESCRIPTION	UNIT	QUANTITY*	PRICE PER UNIT	TOTAL COST
<i>Flat Mowing and Litter Removal/Disposal</i>	Acre	5,137.20	\$65.00	\$333,918.00
<i>Slope Mowing and Litter Removal/Disposal</i>	Acre	89.0	\$120.00	\$10,680.00
<i>Optional Litter Removal/Disposal</i>	Acre	871.0	\$65.00	\$56,615.00
<i>Optional Selective Broadleaf Weed Control on Roadside Turf</i>	Acre	435.50	\$60.00	\$26,130.00
TOTAL				\$427,343.00

*Please note: Quantities are estimates; the State is not obligated to purchase quantities listed above.

SCHEDULE C – LOCATION SPECIFICATIONS

Contract No.: 260000000467
 Non-Freeway Roadside Mowing of State Trunkline
 Wayne County

LOCATION: US-24 & M-5

FLAT LOCATION (ACRES)	SLOPE QUANTITY (ACRES)	FLAT QUANTITY (ACRES)	LITTER PICK UP QUANTITY (ACRES)
US-24 (Pennsylvania to Dartmouth)	0	74.1	74.1
US-24 (Ford Rd to M-102)	0	62.1	62.1
US-24 (at Glendale, near RR Crossing)	3	0	3
US-24 and US-12	2	0	2
US-24 and Ecorse	2.4	0	2.4
M-102 at US-24 Salt Facility	0	.8	.8
M-5 (Berg to M-102)	0	48	48
TOTAL	7.4	185	192.4

LOCATION: M-85

FLAT LOCATION (ACRES)	SLOPE QUANTITY (ACRES)	FLAT QUANTITY (ACRES)	LITTER PICK UP QUANTITY (ACRES)
M-85 (I-75 to King)	0	160.0	160.0
M-85 (Pennsylvania to Outer Drive)	0	46.7	46.7
M-85 (Outer Drive to Schaefer/I-75)	0	9.1	9.1
M-85 (I-75 to King)	0	160.0	160.0
TOTAL	0	215.8	215.8

LOCATION: US-24 & Dix Toledo

FLAT LOCATION (ACRES)	SLOPE QUANTITY (ACRES)	FLAT QUANTITY (ACRES)	LITTER PICK UP QUANTITY (ACRES)
US-24 (Huron River Dr to Pennsylvania)	0	17.5	17.5
Dix-Toledo Connector (US-24 to I-75)	0	5.5	5.5
Old Dix-Toledo (Dix Toledo Connector to West)	0	2	2
US-24 and West	0	2.3	2.3
TOTAL	0	27.3	27.3

SCHEDULE D – EQUIPMENT LIST

Contract No.: 260000000467
Non-Freeway Roadside Mowing of State Trunkline
Wayne County

1. List all equipment to be utilized in the performance of the Contract Activities.
2. Equipment must be owned and available for use at start of contract. Do not include information on anticipated purchases or rentals.
3. Equipment failure WILL NOT constitute an acceptable reason for deviating from the activities and or schedule for this contract.
4. In the event of mechanical breakdown of trucks or equipment, the Contractor will be expected to provide backup service as requested.
5. 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	MODEL	MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
Zero Turn Mower (4)	921 KAW 72" Deck	Exmark Lazer	2023 (owned)
Zero Turn Mower (2)	921 KAW 72" Deck	Exmark Lazer	2023 (owned)
Pick up Truck (2)	F-350	Ford	2024 (owned)
Pick up Truck (1)	F-350	Ford	2023 (owned)
Trailer (3)	Sure-trac		2024 (owned)
Remote Mower (2)	Slope mower	RCA-R-60	2025 (owned)
Weed wacker (6)	BCZ3060TS	Redmax	2025 (owned)
Blower (4)	EBZ7500	Redmax	2025 (owned)