



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 5  
to  
Contract Number 071B220009

<b>CONTRACTOR</b>	NATIONAL INDUSTRIAL MAINTENANCE INC
	4400 Stecker
	Dearborn, MI 48126
	Greg Tackett
	313-945-6464
	greg@nimmi.com
	*****8482

<b>STATE</b>	Program Manager	AZMOUDEH, AHMAD	
		517-241-4709	
		azmoudeha@Michigan.gov	
	Contract Administrator	Steve Rigg	DTMB
		(517) 284-7043	
		riggs@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION: CURB SWEEPINGSERVICES FOR OAKLAND COUNTY - MDOT</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2011	September 30, 2014	2 - 1 Year	March 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,984,788.60		\$ 108,870.00	\$4,093,658.60	

**DESCRIPTION:** Effective June 20, 2016, this contract is hereby increased by \$108,870.00 and additional services are added to this contract per attached Location Specification Sheet. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Procurement approval.

**Attachment A**  
**MAINTENANCE, REPAIR & OPERATIONS (MRO) CURB SWEEPING –**  
**METRO REGION**

**LOCATION SPECIFICATION SHEET (LSS)**  
**(INFORMATION SHEET TO BE CUSTOMIZED BY AGENCY)**

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

**SECTION I – PLACE OF SERVICES REQUESTED**

**LOCATION:**

<b>CONTRACT INFORMATION</b>			
<b>ESTIMATED CONTRACT START DATE:</b>	03/31/2016	<b>CONTRACT END DATE:</b>	03/31/2017
<b>PREVIOUS BPO #:</b>	N/A		
<b>CONTRACT INFORMATION:</b>	Approximately 12 months		
<b>CONTRACTING AGENCY NAME:</b>	Department of Transportation		
<b>BUILDING NAME AND NUMBER:</b>	MDOT Macomb TSG		
<b>BUILDING ADDRESS:</b>	26170 21 Mile Road, Chesterfield Township, MI. 48051		
<b>REGION / COUNTY:</b>	Metro/ Macomb County		
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>PROCUREMENT OFFICE NAME:</b>	MDOT Purchasing		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Laura Dotson	<b>CONTACT PHONE #:</b>	517-373-2134
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	<a href="mailto:DotsonL2@michigan.gov">DotsonL2@michigan.gov</a>	<b>CONTACT FAX #:</b>	517-373-3707
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Marlon Spinks	<b>CONTACT PHONE #:</b>	586-421-3925
<b>CCI / FM CONTACT E-MAIL:</b>	<a href="mailto:spinksm@michigan.gov">spinksm@michigan.gov</a>	<b>CONTACT FAX #:</b>	586-5984043
<b>LOCATION INFORMATION</b>			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	N/A	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	N/A
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	N/A	<b>(FILL IN IF NEEDED)</b>	N/A
<b>IDENTIFY DAYS OF SERVICE:</b>	Determined by CCI	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]</b>	Determined by CCI

**Attachment A**

<b>MDOT- METRO – MACOMB TSG Route Mileage</b>				
<b>County/ Interchange</b>	<b>Route</b>	<b>Location</b>	<b>Mileage</b>	<b>Sweeping Mileage</b>
Macomb		<b>I-696</b>		
	<b>I-696</b>	<b>East Bound:</b>		
		Dequindre to I-94	9.0	18
	Ramp	I-696 to Dequindre.	0.16	.32
	Ramp	Dequindre to I-696	0.18	.36
	Ramp	11 Mile to I-696	0.21	.42
I-696/Mound Road	Ramp	I-696 E.B. to Mound S.B.	0.80	1.6
I-696/Mound Road	Ramp	I-696 E.B. to Mound N.B.	0.72	1.44
I-696/Mound Road	Ramp	Mound N.B. to I-696 E.B.	0.59	1.18
I-696/Mound Road	Ramp	Mound N.B. to I-696 W.B.	0.56	1.12
I-696/Mound Road	Ramp	Mound S.B. to I-696 W.B.	0.67	1.34
I-696/Mound Road	Ramp	Mound S.B. to I-696 E.B.	0.62	1.24
I-696/Mound Road	Ramp	I-696 W.B. to Mound N.B.	0.41	.82
I-696/Mound Road	Ramp	I-696 W.B. to Mound S.B.	0.44	.88
	Ramp	I-696 E.B. to Van Dyke Avenue	0.17	.34
	Ramp	Van Dyke to I-696 E.B	0.21	.42
	Ramp	I-696. to Hoover	0.20	.40
	Ramp	Hoover to I-696	0.20	.40
	Ramp	I-696 to Bunert	0.15	.30
	Ramp	Bunert to I-696 E.B.	0.23	.46
	Ramp	I-696 to Gratiot (M-3)	0.22	.44
	Ramp	Gratiot (M-3) to I-696	0.20	.40
	Ramp	I-696 to 11 Mile	0.28	.56
I-696/I-94	Ramp	I-696 E.B. to I-94 W.B.	0.74	1.48
I-696/I-94	Ramp	I-696 E.B. to I-94 E.B.	0.56	1.12
I-696/I-94	Ramp	11 Mile E.B. to I-94 W.B.	0.24	.48
I-696/I-94	Ramp	I-94 E.B. to I-696 W.B.	0.51	1.02
I-696/I-94	Ramp	I-94 W.B. to 11 mile	0.21	.42
I-696/I-94	Ramp	11 Mile to I-94 E.B.	0.27	.54
I-696/I-94	Ramp	11 Mile to I-94 W.B.	0.22	.44
I-696/I-94	Ramp	I-94 to I-696 W.B.	0.71	1.42
I-696/I-94	Ramp	I-94 E.B. to 11 Mile	0.27	.54
		<b>Total=</b>	<b>19.95</b>	<b>39.90</b>

County/Interchange	Route	Location	Mileage	Sweeping Mileage
	<b>I-696</b>	<b>West bound:</b>		
		I-94 to Dequindre	9.0	18
	Ramp	11 Mile WB to I-696	0.15	.30
	Ramp	I-696 to Gratiot (M-3)	0.18	.36
	Ramp	Gratiot to I-696	0.18	.36
	Ramp	I-696. to Groesbeck (M-97)	0.15	.30
	Ramp	Bunert to I-696	0.19	.38
	Ramp	I-696 to Hoover	0.24	.48
	Ramp	Hoover to I-696	0.19	.38
	Ramp	I-696 to Van Dyke (M-53)	0.14	.28
	Ramp	Van Dyke (M-53) to I-696	0.15	.30
	Ramp	I-696 to 11 mile	0.26	.52
	Ramp	I-696 to Dequindre	0.20	.40
		<b>Total=</b>	<b>11.03</b>	<b>22.06</b>

		8 mile to Hall Rd (M-59)	14.5	29
		I-94 to 9 mile	0.21	.42
		9 mile to I-94	0.22	.44
		I-94 to 10 mile	0.21	.42
		10 mile to I-94	0.25	.50
		I-94 to 12 mile	0.27	.54
		12 mile to I-94	0.22	.44
		I-94 to Gratiot (M-3)	0.64	1.28
		I-94 to Little Mack	0.22	.44
		Little Mack to I-94	0.33	.66
		I-94 to Harper S.B.	0.23	.46
		I-94 to Harper N.B.	0.24	.48
		Harper to I-94	0.35	.70
		Shook to I-94	0.22	.44
		I-94 to Metro Pkwy (16 mile)	0.23	.46
		Metro Pkwy W.B. to I-94	0.33	.66
		Metro Pkwy E.B. to I-94	0.22	.44
		I-94 to North River	0.15	.30
		North River to I-94	0.21	.42
		I-94 to Hall Rd E.B. (M-59)	0.39	.78
		I-94 to Hall Rd W.B. (M-59)	0.39	.78
		Hall Rd (M-59) to I-94	0.39	.78
		<b>Total=</b>	<b>20.42</b>	<b>40.84</b>

County/Interchange	Route	Location	Mileage	Sweeping Mileage
	<b>I-94</b>	<b>Westbound:</b>		
		Hall Rd to 8 mile	14.5	29.00
		I-94 to Hall Rd (M-59)	0.47	.94
		Hall Rd (M-59) to I-94	0.40	.80
		I-94 to North River	0.29	.58
		North River to I-94	0.15	.30
		I-94 to Metro Pkwy	0.32	.64
		Metro Pkwy W.B. to I-94	0.22	.44
		Metro Pkwy E.B. to I-94	0.28	.56
		I-94 to Shook	0.17	.34
		I-94 to Harper N.B.	0.21	.42
		I-94 to Harper S.B.	0.35	.70
		Harper to I-94	0.48	.93
		I-94 to Little Mack	0.23	.46
		Little Mack to I-94	0.31	.62
		Gratiot to I-94	0.39	.78
		I-94 to 12 Mile	0.23	.46
		12 Mile to I-94	0.24	.48
		I-94 to 10 Mile	0.25	.50
		10 Mile to I-94	0.23	.46
		I-94 to 9 Mile	0.24	.48
		9 mile to I-94	0.19	.38
		I-94 to 8 mile	0.16	.32
		<b>Total=</b>	<b>20.31</b>	<b>40.62</b>
		<b>Overall Total=</b>	<b>71.71</b>	<b>143.42</b>

**PART II – PRICING SHEET SUMMARY**

**Curb Sweeping**

DESCRIPTION OF SERVICES	UNIT OF MEASURE	Cycles PER YEAR	PRICE PER MILE / HOUR	TOTAL PRICE FOR 1 YEAR
Curb Sweeping – Macomb TSC	EA	<b>6 CYCLE/YEAR</b> <b>143.42 MILES/CYCLE</b>	\$190.00 / Mile	\$163,498.80
Unplanned Curb Sweeping – Macomb TSC	EA	<b>2 CYCLE/YEAR</b> <b>143.42 MILES/CYCLE</b>	\$190.00 / Mile	\$54,499.60
Emergency and as needed basis Curb Sweeping	HOUR	<b>500 HOURS/YEAR</b>	\$125.00 / Hour	\$62,500.00
				\$280,498.40

**Quantities are estimates only; actual work performed based by Contract Compliance Inspector.**

**STATE OF MICHIGAN**  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
 PROCUREMENT

525 W. ALLEGAN STREET  
 LANSING, MI 48933

P.O. BOX 30026  
 LANSING, MI 48909

CHANGE NOTICE NO. 4  
 to  
 CONTRACT NO. 071B2200009  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
National Industrial Maintenance Inc 4400 Stecker Dearborn MI, 48126	Greg Tackett	greg@nimmi.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	313-945-6464	*****8482

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Ahmad Azmoudeh	248-451-2465	azmoudeha@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Steve Rigg	517 284-7043	riggs@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Curb Sweepingservices For Oakland County - MDOT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2011	September 30, 2014	2 - 1 Year	March 31, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,812,848.60		\$171,940.00	\$3,984,788.60	

**DESCRIPTION:** Effective March 1, 2016, this contract is hereby increased by \$171,940.00 and additional services are added to this contract per attached Location Specification Sheet. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, DTMB Procurement approval, and the approval of the State Administrative Board on March 1, 2016.

## MAINTENANCE, REPAIR & OPERATIONS (MRO) CURB SWEEPING – METRO REGION

### LOCATION SPECIFICATION SHEET (LSS) (INFORMATION SHEET TO BE CUSTOMIZED BY AGENCY)

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

#### SECTION I – PLACE OF SERVICES REQUESTED

**LOCATION:**

CONTRACT INFORMATION			
<b>ESTIMATED CONTRACT START DATE:</b>	03/31/2016	<b>CONTRACT END DATE:</b>	03/31/2017
<b>PREVIOUS BPO #:</b>	N/A		
<b>CONTRACT INFORMATION:</b>	Approximately 12 months		
<b>CONTRACTING AGENCY NAME:</b>	Department of Transportation		
<b>BUILDING NAME AND NUMBER:</b>	MDOT Macomb TSG		
<b>BUILDING ADDRESS:</b>	26170 21 Mile Road, Chesterfield Township, MI. 48051		
<b>REGION / COUNTY:</b>	Metro/ Macomb County		
PROCUREMENT CONTACT INFORMATION			
<b>PROCUREMENT OFFICE NAME:</b>	MDOT Purchasing		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Laura Dotson	<b>CONTACT PHONE #:</b>	517-373-2134
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	<a href="mailto:DotsonL2@michigan.gov">DotsonL2@michigan.gov</a>	<b>CONTACT FAX #:</b>	517-373-3707
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Marlon Spinks	<b>CONTACT PHONE #:</b>	586-421-3925
<b>CCI / FM CONTACT E-MAIL:</b>	<a href="mailto:spinksm@michigan.gov">spinksm@michigan.gov</a>	<b>CONTACT FAX #:</b>	586-5984043
LOCATION INFORMATION			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	N/A	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	N/A
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	N/A	<b>(FILL IN IF NEEDED)</b>	N/A
<b>IDENTIFY DAYS OF SERVICE:</b>	Determined by CCI	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]</b>	Determined by CCI

**Attachment A**

<b>MDOT- METRO – MACOMB TSG Route Mileage</b>			
<b>County/ Interchange</b>	<b>Route</b>	<b>Location</b>	<b>Mileage</b>
Macomb		<b><u>I-696</u></b>	
	<b>I-696</b>	<b>East Bound:</b>	
		Dequindre to I-94	9.0
	Ramp	I-696 to Dequindre.	0.16
	Ramp	Dequindre to I-696	0.18
	Ramp	11 Mile to I-696	0.21
I-696/Mound Road	Ramp	I-696 E.B. to Mound S.B.	0.80
I-696/Mound Road	Ramp	I-696 E.B. to Mound N.B.	0.72
I-696/Mound Road	Ramp	Mound N.B. to I-696 E.B.	0.59
I-696/Mound Road	Ramp	Mound N.B. to I-696 W.B.	0.56
I-696/Mound Road	Ramp	Mound S.B. to I-696 W.B.	0.67
I-696/Mound Road	Ramp	Mound S.B. to I-696 E.B.	0.62
I-696/Mound Road	Ramp	I-696 W.B. to Mound N.B.	0.41
I-696/Mound Road	Ramp	I-696 W.B. to Mound S.B.	0.44
	Ramp	I-696 E.B. to Van Dyke Avenue	0.17
	Ramp	Van Dyke to I-696 E.B	0.21
	Ramp	I-696. to Hoover	0.20
	Ramp	Hoover to I-696	0.20
	Ramp	I-696 to Bunert	0.15
	Ramp	Bunert to I-696 E.B.	0.23
	Ramp	I-696 to Gratiot (M-3)	0.22
	Ramp	Gratiot (M-3) to I-696	0.20
	Ramp	I-696 to 11 Mile	0.28
I-696/I-94	Ramp	I-696 E.B. to I-94 W.B.	0.74
I-696/I-94	Ramp	I-696 E.B. to I-94 E.B.	0.56
I-696/I-94	Ramp	11 Mile E.B. to I-94 W.B.	0.24
I-696/I-94	Ramp	I-94 E.B. to I-696 W.B.	0.51
I-696/I-94	Ramp	I-94 W.B. to 11 mile	0.21
I-696/I-94	Ramp	11 Mile to I-94 E.B.	0.27
I-696/I-94	Ramp	11 Mile to I-94 W.B.	0.22
I-696/I-94	Ramp	I-94 to I-696 W.B.	0.71
I-696/I-94	Ramp	I-94 E.B. to 11 Mile	0.27
		<b>Total=</b>	<b>19.95</b>

County/Interchange	Route	Location	Mileage
	<b>I-696</b>	<b>West bound:</b>	
		I-94 to Dequindre	9.0
	Ramp	11 Mile WB to I-696	0.15
	Ramp	I-696 to Gratiot (M-3)	0.18
	Ramp	Gratiot to I-696	0.18
	Ramp	I-696. to Groesbeck (M-97)	0.15
	Ramp	Bunert to I-696	0.19
	Ramp	I-696 to Hoover	0.24
	Ramp	Hoover to I-696	0.19
	Ramp	I-696 to Van Dyke (M-53)	0.14
	Ramp	Van Dyke (M-53) to I-696	0.15
	Ramp	I-696 to 11 mile	0.26
	Ramp	I-696 to Dequindre	0.20
		<b>Total=</b>	<b>11.03</b>

		<b>I-94</b>	
	<b>I-94</b>	<b>Eastbound:</b>	
		8 mile to Hall Rd (M-59)	14.5
		I-94 to 9 mile	0.21
		9 mile to I-94	0.22
		I-94 to 10 mile	0.21
		10 mile to I-94	0.25
		I-94 to 12 mile	0.27
		12 mile to I-94	0.22
		I-94 to Gratiot (M-3)	0.64
		I-94 to Little Mack	0.22
		Little Mack to I-94	0.33
		I-94 to Harper S.B.	0.23
		I-94 to Harper N.B.	0.24
		Harper to I-94	0.35
		Shook to I-94	0.22
		I-94 to Metro Pkwy (16 mile)	0.23
		Metro Pkwy W.B. to I-94	0.33
		Metro Pkwy E.B. to I-94	0.22
		I-94 to North River	0.15
		North River to I-94	0.21
		I-94 to Hall Rd E.B. (M-59)	0.39
		I-94 to Hall Rd W.B. (M-59)	0.39
		Hall Rd (M-59) to I-94	0.39
		<b>Total=</b>	<b>20.42</b>

County/Interchange	Route	Location	Mileage
	<b>I-94</b>	<b>Westbound:</b>	
		Hall Rd to 8 mile	14.5
		I-94 to Hall Rd (M-59)	0.47
		Hall Rd (M-59) to I-94	0.40
		I-94 to North River	0.29
		North River to I-94	0.15
		I-94 to Metro Pkwy	0.32
		Metro Pkwy W.B. to I-94	0.22
		Metro Pkwy E.B. to I-94	0.28
		I-94 to Shook	0.17
		I-94 to Harper N.B.	0.21
		I-94 to Harper S.B.	0.35
		Harper to I-94	0.48
		I-94 to Little Mack	0.23
		Little Mack to I-94	0.31
		Gratiot to I-94	0.39
		I-94 to 12 Mile	0.23
		12 Mile to I-94	0.24
		I-94 to 10 Mile	0.25
		10 Mile to I-94	0.23
		I-94 to 9 Mile	0.24
		9 mile to I-94	0.19
		I-94 to 8 mile	0.16
		<b>Total=</b>	<b>20.31</b>
		<b>Overall Total=</b>	<b>71.71</b>

**Quantities are estimates only.**

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 3**  
 to  
**CONTRACT NO. 071B2200009**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
National Industrial Maintenance 4400 Stecker Dearborn, MI 48126	Greg Tackett	greg@nimmi.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	313-945-6464	8482

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Ahmad Azmoudeh	248-451-2465	azmoudehA@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Curb Sweeping Services for Oakland County – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2011	September 30, 2014	2, one year options	September 30, 2014
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 YEAR	<input checked="" type="checkbox"/>	6 Months	March 31, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,944,972.80		\$867,875.80	\$3,812,848.60	

**DESCRIPTION:** Effective September 22, 2015, this contract is exercising the second option year, extending the contract for six months, and increasing the contract by \$867,875.80. The revised contract expiration date is March 31, 2017. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

June 11, 2014

**CHANGE NOTICE NO. 2**  
 to  
**CONTRACT NO. 071B2200009**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
National Industrial Maintenance 4400 Stecker Dearborn, MI 48126	Greg Tackett	greg@nimmi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	313-945-6464	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Ahmad Azmoudehm	248-451-2465	azmoudehA@michigan.gov
BUYER	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Curb Sweeping Services for Oakland County – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2011	9/30/2014	2-1 year options	9/30/2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	9/30/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$783,129.60		\$2,944,972.80		
Effective June 10, 2014, this Contract is utilizing the first option year and is INCREASED by \$783,129.60. The new end date is 9/30/2015. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, DTMB Procurement approval, and the approval of the State Administrative Board on June 10, 2014.				

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET    February 27, 2012  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE TO NO.1**  
**CONTRACT NO. 071B2200009**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR <b>National Industrial Maintenance</b> <b>4400 Stecker</b> <b>Dearborn, MI 48126</b>  Email: greg@nimmi.com	TELEPHONE Greg Tackett <b>313-945-6464</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: Ahmad Azmoudehm 248-451-2465 <b>Curb Sweeping Services for Oakland County – Michigan Department of Transportation</b>	
CONTRACT PERIOD: 3 Yrs, 2 One-Yr Options    From: <b>10/1/2011</b> To: <b>9/30/2014</b>	
TERMS <p style="text-align: center;"><b>Net 45 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE(S):**

**Effective February 27, 2012 the Buyer has been changed to:**

**William C. Walsh**  
**Phone: (517) 373-6535**  
**walshw@michigan.gov**

**AUTHORITY/REASON:**

**Per DTMB Procurement's approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,161,843.20**

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
**OR**  
**530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B2200009**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>National Industrial Maintenance</b> <b>4400 Stecker</b> <b>Dearborn, MI 48126</b>  <p style="text-align: right;">Email: greg@nimmi.com</p>	TELEPHONE Greg Tackett <b>313-945-6464</b> <hr/> CONTRACTOR NUMBER/MAIL CODE <hr/> BUYER/CA (517) 373-7396 <b>Kristen Robel</b>
Contract Compliance Inspector: Ahmad Azmoudehm 248-451-2465 <b>Curb Sweeping Services for Oakland County – Michigan Department of Transportation</b>	
CONTRACT PERIOD: 3 Yrs, 2 One-Yr Options From: <b>10/1/2011</b> To: <b>9/30/2014</b>	
TERMS <p style="text-align: center;"><b>Net 45 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of ITB 07111300244, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</b>  <b>Estimated Contract Value: \$2,161,843.20</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07111300244. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

**All terms and conditions of the invitation to bid are made a part hereof.**

<b>FOR THE CONTRACTOR:</b>  _____ National Industrial Maintenance Firm Name _____ Authorized Agent Signature _____ Authorized Agent (Print or Type) _____ Date	<b>FOR THE STATE:</b>  _____ Signature Jeff Brownlee, Chief Procurement Officer Name/Title DTMB-Purchasing Operations Division _____ Date
--	--



Table of Contents

- Definitions ..... 19**
- Article 1 – Statement of Work..... 22**
- 1.1 Project Identification..... 22**
  - 1.1.1 Project Request..... 22
  - 1.1.2 Background- Deleted - Not Applicable ..... 22
- 1.2 Scope of Work and Deliverable(s) ..... 22**
  - 1.2.1 In Scope – Deleted Not Applicable ..... 22
  - 1.2.2 Deliverable(s) ..... 22
    - In Scope..... 22
- Equipment Requirements ..... 22**
  - 1.2.3 Quantity – Deleted - Not Applicable ..... 32
  - 1.2.4 Ordering ..... 33
  - 1.2.5 Alternate Bids- Deleted - Not Applicable ..... 33
- 1.3 Management and Staffing ..... 33**
  - 1.3.1 Project Management- Deleted - Not Applicable ..... 33
  - 1.3.2 Reports- Deleted - Not Applicable..... 33
  - 1.3.3 Staff, Duties, and Responsibilities- Deleted - Not Applicable..... 33
  - 1.3.4 Meetings..... 33
  - 1.3.5 Place of Performance..... 33
  - 1.3.6 Reserved..... 33
  - 1.3.7 Binding Commitments- Deleted - Not Applicable ..... 33
  - 1.3.8 Training- Deleted - Not Applicable ..... 33
  - 1.3.9 Security- Deleted - Not Applicable ..... 33
- 1.4 Delivery and Acceptance..... 33**
  - 1.4.1 Time Frames ..... 33
  - 1.4.2 Minimum Order – Deleted - Not Applicable..... 33
  - 1.4.3 Packaging – Deleted - Not Applicable..... 33
  - 1.4.4 Palletizing – Deleted - Not Applicable ..... 33
  - 1.4.5 Delivery Term – Deleted - Not Applicable ..... 33
  - 1.4.6 Acceptance Process ..... 33
  - 1.4.7 Criteria..... 33
- 1.5 Proposal Pricing ..... 33**
  - 1.5.1 Pricing ..... 33
  - 1.5.2 Quick Payment Terms – Deleted – Not Applicable ..... 34
  - 1.5.3 Price Term..... 34
  - 1.5.4 Tax Excluded from Price ..... 34
  - 1.5.5 Invoices ..... 34
- 1.6 Commodity Requirements- ..... 34**
  - 1.6.1 Customer Service- (Best Value Evaluation)..... 34
  - 1.6.2 Research and Development- Deleted - Not Applicable..... 34
  - 1.6.3 Quality Assurance Program- Deleted - Not Applicable ..... 34
  - 1.6.4 Warranty for Deliverable(s) – Deleted - Not Applicable ..... 34
  - 1.6.5 Special Incentives- Deleted - Not Applicable ..... 34
  - 1.6.6 Energy Efficiency- Deleted - Not Applicable ..... 34
  - 1.6.7 Environmental Requirements- Deleted - Not Applicable..... 34
  - 1.6.8 Recycled Content and Recyclability- Deleted - Not Applicable..... 34
  - 1.6.9 Materials Identification and Tracking..... 34
- 1.7 Extended Purchasing- Deleted - Not Applicable..... 35**
  - 1.7.1 MiDEAL- Deleted - Not Applicable ..... 35
  - 1.7.2 State Employee Purchases- Deleted - Not Applicable..... 35
- Article 2 – Terms and Conditions..... 36**
- 2.1 Contract Term ..... 36**
  - 2.1.1 Contract Term ..... 36



- 2.1.2 Options to Renew..... 36
- 2.2 Payments and Taxes ..... 36**
  - 2.2.1 Fixed Prices for Deliverable(s) ..... 36
  - 2.2.2 Payment Deadlines ..... 36
  - 2.2.3 Invoicing and Payment – In General - Deleted - Not Applicable ..... 36
  - 2.2.4 Pro-ration - Deleted - Not Applicable ..... 36
  - 2.2.5 Final Payment and Waivers ..... 36
  - 2.2.6 Electronic Payment Requirement..... 36
  - 2.2.7 Employment Taxes ..... 36
  - 2.2.8 Sales and Use Taxes ..... 36
- 2.3 Contract Administration ..... 37**
  - 2.3.1 Issuing Office ..... 37
  - 2.3.2 Contract Compliance Inspector..... 37
  - 2.3.3 Project Manager – Deleted - Not Applicable ..... 37
  - 2.3.4 Contract Changes ..... 37
  - 2.3.5 Price Changes..... 37
  - 2.3.6 Notices ..... 38
  - 2.3.7 Covenant of Good Faith..... 38
  - 2.3.8 Assignments..... 38
  - 2.3.9 Equipment ..... 39
  - 2.3.10 Facilities - Deleted - Not Applicable ..... 39
- 2.4 Contract Management ..... 39**
  - 2.4.1 Contractor Personnel Qualifications..... 39
  - 2.4.2 Contractor Key Personnel ..... 39
  - 2.4.3 Removal or Reassignment of Personnel at the State's Request ..... 39
  - 2.4.4 Contractor Personnel Location..... 39
  - 2.4.5 Contractor Identification ..... 40
  - 2.4.6 Cooperation with Third Parties ..... 40
  - 2.4.7 Relationship of the Parties ..... 40
  - 2.4.8 Contractor Return of State Equipment/Resources..... 40
  - 2.4.9 Background Checks ..... 40
  - 2.4.10 Compliance With State Policies ..... 40
- 2.5 Subcontracting by Contractor ..... 40**
  - 2.5.1 Contractor Responsible..... 40
  - 2.5.2 State Approval of Subcontractor ..... 40
  - 2.5.3 Subcontract Requirements..... 40
  - 2.5.4 Competitive Selection ..... 40
- 2.6 Reserved..... 40**
- 2.7 Performance ..... 40**
  - 2.7.1 Time of Performance..... 40
  - 2.7.2 Service Level Agreements - Deleted - Not Applicable ..... 41
  - 2.7.3 Liquidated Damages - Deleted - Not Applicable ..... 41
  - 2.7.4 Excusable Failure..... 41
- 2.8 Acceptance of Deliverable(s) ..... 41**
  - 2.8.1 Quality Assurance ..... 41
  - 2.8.2 Delivery Responsibilities ..... 41
  - 2.8.3 Process for Acceptance of Deliverable(s) ..... 42
  - 2.8.4 Acceptance of Deliverable(s) ..... 42
  - 2.8.5 Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]..... 42
  - 2.8.6 Process for Approval of Services [Deleted, Not Applicable] ..... 42
  - 2.8.7 Final Acceptance..... 42
- 2.9 Ownership - Deleted - Not Applicable ..... 42**
- 2.10 State Standards - Deleted - Not Applicable ..... 42**
- 2.11 Confidentiality ..... 42**



- 2.11.1 Confidential Information ..... 43
- 2.11.2 Protection and Destruction of Confidential Information ..... 43
- 2.11.3 Exclusions ..... 43
- 2.11.4 No Obligation to Disclose ..... 43
- 2.11.5 Security Breach Notification ..... 43
- 2.12 Records and Inspections ..... 43**
- 2.12.1 Inspection of Work Performed..... 43
- 2.12.2 Retention of Records ..... 44
- 2.12.3 Examination of Records ..... 44
- 2.12.4 Audit Resolution ..... 44
- 2.12.5 Errors ..... 44
- 2.13 Warranties ..... 44**
- 2.13.1 Warranties and Representations..... 44
- 2.13.2 Warranty of Merchantability – Deleted - Not Applicable..... 45
- 2.13.3 Warranty of Fitness for a Particular Purpose – Deleted - Not Applicable..... 45
- 2.13.4 Warranty of Title – Deleted - Not Applicable ..... 45
- 2.13.5 Equipment Warranty – Deleted - Not Applicable..... 45
- 2.13.6 New Deliverable(s) – Deleted - Not Applicable ..... 45
- 2.13.7 Prohibited Products – Deleted - Not Applicable ..... 45
- 2.13.8 Consequences For Breach ..... 45
- 2.14 Insurance ..... 45**
- 2.14.1 Liability Insurance ..... 45
- 2.14.2 Subcontractor Insurance Coverage ..... 47
- 2.14.3 Certificates of Insurance and Other Requirements ..... 47
- 2.15 Indemnification ..... 47**
- 2.15.1 General Indemnification ..... 47
- 2.15.2 Code Indemnification – Deleted - Not Applicable..... 48
- 2.15.3 Employee Indemnification ..... 48
- 2.15.4 Patent/Copyright Infringement Indemnification ..... 48
- 2.15.5 Continuing Obligation..... 48
- 2.15.6 Indemnification Procedures..... 48
- 2.15.7 Limitation of Liability..... 49
- 2.16 Termination by the State ..... 49**
- 2.16.1 Notice and Right to Cure ..... 49
- 2.16.2 Termination for Cause..... 49
- 2.16.3 Termination for Convenience ..... 49
- 2.16.4 Termination for Non-Appropriation ..... 49
- 2.16.5 Termination for Criminal Conviction ..... 50
- 2.16.6 Termination for Approvals Rescinded ..... 50
- 2.16.7 Rights and Obligations upon Termination ..... 50
- 2.16.8 Reservation of Rights..... 50
- 2.16.9 Contractor Transition Responsibilities..... 51
- 2.16.10 Transition Payments ..... 51
- 2.17 Termination by the Contractor..... 51**
- 2.17.1 Termination ..... 51
- 2.18 Stop Work ..... 51**
- 2.18.1 Stop Work Order ..... 51
- 2.18.2 Termination of Stop Work Order ..... 51
- 2.18.3 Allowance of the Contractor's Costs ..... 51
- 2.19 Reserved..... 52**
- 2.20 Dispute Resolution ..... 52**
- 2.20.1 General ..... 52
- 2.20.2 Informal Dispute Resolution ..... 52
- 2.20.3 Injunctive Relief..... 52



- 2.20.4 Continued Performance ..... 52
- 2.21 Disclosure Responsibilities ..... 52**
- 2.21.1 Disclosure of Litigation ..... 52
- 2.21.2 Other Disclosures..... 53
- 2.21.3 Call Center Disclosure – Deleted - Not Applicable..... 53
- 2.22 Extended Purchasing – Deleted - Not Applicable ..... 53**
- 2.22.1 MiDEAL Requirements – Deleted - Not Applicable ..... 53
- 2.22.2 State Administrative Fee – Deleted - Not Applicable ..... 53
- 2.22.3 State Employee Purchase Requirements – Deleted - Not Applicable..... 53
- 2.23 Laws ..... 53**
- 2.23.1 Governing Law ..... 53
- 2.23.2 Compliance with Laws ..... 53
- 2.23.3 Jurisdiction ..... 53
- 2.23.4 Nondiscrimination..... 53
- 2.23.5 Unfair Labor Practices..... 54
- 2.23.6 Environmental Provision ..... 54
- 2.23.7 Freedom of Information..... 54
- 2.23.8 Workplace Safety and Discriminatory Harassment..... 54
- 2.23.9 Prevailing Wage – Deleted – Not Applicable ..... 54
- 2.23.10 Abusive Labor Practices ..... 54
- 2.24 General Provisions ..... 54**
- 2.24.1 Bankruptcy and Insolvency ..... 55
- 2.24.2 Media Releases ..... 55
- 2.24.3 Contract Distribution..... 55
- 2.24.4 Permits ..... 55
- 2.24.5 Website Incorporation ..... 55
- 2.24.6 Future Bidding Preclusion - Deleted - Not Applicable ..... 55
- 2.24.7 Antitrust Assignment ..... 55
- 2.24.8 Disaster Recovery ..... 55
- 2.24.9 Legal Effect ..... 55
- 2.24.10 Entire Agreement ..... 55
- 2.24.11 Order of Precedence..... 55
- 2.24.12 Headings ..... 56
- 2.24.13 Form, Function and Utility ..... 56
- 2.24.14 Reformation and Severability ..... 56
- 2.24.15 Approval ..... 56
- 2.24.16 No Waiver of Default ..... 56
- 2.24.17 Survival ..... 56
- LOCATION SPECIFICATION SHEET (LSS)..... 57**
- Attachment A ..... 61**



### **Definitions**

**This section provides definitions for terms used throughout this document.**

**24x7x365** - 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

**Additional Service** - any Services within the scope of this Contract, but not specifically provided under any Statement of Work.

**Audit Period** - the seven year period following Contractor's provision of any work under this Contract.

**Contractor(s)** – the awarded company

**Blanket Purchase Order** - An alternate term for Contract and is used in the Plan Sponsors' computer system.

**Business Day** - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

**Buyer** – the DTMB-Purchasing Operations employee assigned to this Contract

**CCI** - the Contract Compliance Inspector.

**Chronic Failure** - as defined in applicable Service Level Agreements.

**Contract** – based on this ITB, an agreement that has been approved and executed by the awarded Contractor, the DTMB-Purchasing Operations Director, and the State Administrative Board.

**Contractor** – the awarded Contractor after the Effective Date.

**Days** - Business Days unless otherwise specified.

**Deleted, Not Applicable** - the section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

**Deliverable(s)** - physical goods or commodities as required or identified in a Statement of Work.

**Eastern Time** – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

**Effective Date** - the date that a binding contract is executed by the final party.

**Environmentally Preferable Products** - a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

**Final Acceptance** - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

**Hazardous Material** - any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of this Contract).



**Incident** – any interruption in any function performed for the benefit of a Plan Sponsor.

**Key Personnel** - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

**New Work** - any Services/Deliverables outside the scope of this Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. “New Work” does not include Additional Service.

**Ozone-depleting Substance** - any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

**Pollution Prevention** - the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

**Post-Consumer Waste** - any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

**Post-Industrial Waste** - industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

**Purchase Order** - a written document issued by the State that requests full or partial performance of this Contract.

**Recycling** - the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

**Reuse** - using a product or component of municipal solid waste in its original form more than once.

**Services** - any function performed for the benefit of the State.

**SLA** - Service Level Agreement.

**Source Reduction** - any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

**State** - the State of Michigan.

**State Location** - any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

**Stop Work Order** - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.



**Subcontractor** - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

**Unauthorized Removal** - the Contractor's removal of Key Personnel without the prior written consent of the State.

**Waste Prevention** - source reduction and reuse, but not recycling.

**Work in Progress** - a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

**Work Product** - refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



## **Article 1 – Statement of Work**

### **1.1 Project Identification**

This Contract is for Curb/Street Sweeping Services in Oakland County for the Michigan Department of Transportation (MDOT).

#### **1.1.1 Project Request**

This is a Statement of Work (SOW) for is for Curb/Street Sweeping Services in Oakland County for the Michigan Department of Transportation (MDOT).

#### **1.1.2 Background- Deleted - Not Applicable**

### **1.2 Scope of Work and Deliverable(s)**

#### **1.2.1 In Scope – Deleted Not Applicable**

#### **1.2.2 Deliverable(s)**

Contractor must provide the following Deliverable(s):

#### **In Scope**

The Contractor shall provide curb/street sweeping of the specified roads, bridges, and paved traffic islands, under the jurisdiction of MDOT in accordance with requirements of this Contract. Sweeping shall be defined as a clean sweep and removal of all debris regardless of the number of times swept to obtain a clean curb/street regardless of type of equipment necessary for total dirt and debris removal. The Contractor shall also furnish supervision and all labor, equipment, transportation, disposal of sweepings in accordance with all Federal and State statues and incidentals necessary to satisfactorily perform the services at the frequencies and during the times as specified herein. The services shall include all functions normally considered a part of workmanlike, satisfactory public service.

The specifications contained in this Contract have been developed to establish the minimum level of curb/street sweeping services required and operated by MDOT.

#### **Volume of Service**

Volume of service for this Contract are identified as estimates only in Appendix A. The CCI will determine final unit number(s) to be swept.

#### **Days/Hours of Operation**

All work included in this Contract, except trouble/emergency calls, shall be performed during night hours only, unless otherwise directed by the CCI (contact CCI for authorization of nighttime work in specific locations). No work shall be allowed on weekends unless prior approval is obtained from the CCI. Work shall not be permitted during holiday periods in accordance with the 2003 Michigan Department of Transportation Standard Specifications for Construction or during special events. The CCI shall suspend the work at any time, if traffic is being unduly hampered or delayed by the work in progress.

#### **Equipment Requirements**

##### **General**

The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform the sweeping operation in an approved safe, workmanlike manner without hindrance, delay, or damage to the roadside. Under no circumstances shall MDOT be responsible for any damage to the Contractor's equipment due to obstacles encountered.

##### **Type of Equipment**

The Contractor shall be required to use a sweeper with dual steering control and hold at least three and a half (3.5) cubic yards of debris. A 16,500 cfm vacuum fan's with 12 inches vacuum tubes and 16 cubic yards debris boxes holding capacity. Vac-All trucks shall be available to be used for emergency or as needed work.



The Contractor must have a minimum of four (4) sweeper with dual steering control and four (4) Vac-All trucks available for use in State Trunklines in Oakland County. All equipment shall be approved through an acceptable demonstration of the equipment's capabilities, suitability, and condition to MDOT. Demonstrations will be at no cost to MDOT.

## **Disposal of Material**

### Curb/Street Sweeping

In Oakland County, no stockpiling of debris is allowed during or after completion of each sweeping operation. The Contractor shall provide additional trucks for storing and disposal of all debris.

This material is not considered hazardous waste and does not require a manifest.

## **Maintaining Traffic**

### Curb/Street Sweeping

Traffic shall be maintained in accordance with Sections 103 and 812 of the 2003 MDOT Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All operations shall be conducted in a manner that will not create a hazard. The Contractor shall not operate equipment in a manner that requires unnecessary crossing of the roadway. The Contractor shall not park equipment within the right of way of any state trunk line in a manner not permitted by posted traffic control devices. The Contractor shall not store equipment in the right of way of any state trunk line or on state property when not engaged in sweeping operations.

A copy of the MDOT 2003 Standard Specifications for Construction and MMUTCD can be obtained from the following:

Financial Services Division  
Bureau of Finance  
Michigan Department of Transportation  
P. O. Box 30050  
Lansing, MI 48909

### Traffic Control Plan

For Working on the shoulder of a:

- Two-Lane, two-way roadway
- Divided roadway or freeway  
(see diagram below)

### Lane Closure

Lane closures will be required when the shoulder is too narrow to accommodate equipment. Lane closures will only be paid if there is prior written authorization from the CCI.

### Safety

All equipment shall meet all federal, state, and local safety requirements. Equipment shall be equipped with commercial type flashing amber lights plainly visible from all directions. Flashers shall have a minimum of 32 candlepower output and flash 50 to 60 times per minute.

A lighted arrow Type B or C as specified in the 2003 Michigan Department of Transportation Standard Specifications for Construction shall be mounted on, or towed behind, each vehicle.

### Truck Mounted Attenuators (TMA)

Description: The Contractor will use Truck-Mounted Attenuators (TMA's) to shield workers or work equipment from errant vehicles according to the following guidelines.



TMA's will be used for projects on freeways and roadways with operating speeds of 45 mph or greater where personnel or equipment are exposed to traffic and one (1) or more of the following conditions are met:

- The vehicle is designated as a protective vehicle (shadow or barrier) as part of the maintenance of traffic plans.
- Aerial work is being performed on scaffolding, lifts, hoists, bucket trucks, etc., where workers using this equipment are exposed to moving traffic in an occupied lane or shoulder.
- Mobile/short duration operations such as pavement marking convoys, grinding in rumble strips, sign installations, luminescent installations, etc.

TMA's shall not be mounted on the vehicle or equipment used by personnel to complete aerial work. TMA's shall not be used as a temporary/permanent barrier ending except during replacement of damaged temporary/permanent barrier ending. In the event that a TMA is used as a temporary safety measure for a damaged temporary/permanent barrier ending, the maximum length of time that a TMA shall be used for this purpose shall be 48 hours or as approved by the Engineer.

**Stationary Operation:** This work shall consist of furnishing a vehicle with an actual gross vehicle weight of 12 tons (min. weight) and furnishing, installing, and operating a TMA according to the manufacturer's recommendations, the plans/proposal, and/or as directed by the Engineer. The attenuator placement shall be located as detailed in the applicable maintaining traffic typical.

Material loaded onto the vehicle to obtain the required gross weight shall be securely attached to the vehicle to prevent movement should the TMA be hit.

**Mobile Operation:** This work shall consist of furnishing a vehicle with an actual gross vehicle weight of five (5) tons (min. weight) and furnishing, installing and operating a TMA according to the manufacturer's recommendations, and/or as directed by the Engineer. The attenuator placement shall be located as detailed in the applicable maintaining traffic typical.

Material loaded onto the vehicle for transport or during work operations shall be securely attached to the vehicle to prevent movement should the TMA be hit. Hazardous materials will not be allowed on this vehicle. Materials loaded onto the vehicle shall not be considered part of the vehicle gross weight.

**Materials and Design:** All TMA's used shall meet or exceed the requirements of NCHRP 350 test level II and III for work zone traffic control devices.

A TMA rated for (NCHRP 350 – Test Level II) shall be used on non-freeway roadways with a normal posted speed of 55 mph or less, which have been reduced to 45 mph or less. These TMA's shall be prohibited for use on all freeways, non-freeway roadways with posted speed limits of 65 mph or greater and all work zones posted at 50 mph or greater.

A TMA rated for (NCHRP 350 – Test Level III) must be utilized on all freeways, non-freeway roadways with posted speed limits of 65 mph or greater and all work zones posted at 45 mph or greater. The TMA's may also be used on all other roadways.

The TMA vehicle shall have a letter from the Contractor or manufacturer stating the TMA being used meets the above stated NCHRP 350 criteria, and has been installed and maintained according to manufacturers specifications. Upon request, a copy of this letter must be furnished to the Engineer.

The face of the TMA, visible to approaching traffic shall have reflectorized alternating yellow and black stripes, similar to the obstacle markers on the MMUTCD.

**Operating Details and Utilization:** The TMA shall be operated as per manufacturers' recommendations, the plans/proposal, and/or as directed by the Engineer. This includes, but is not limited to, the following:



- The height from the bottom of the TMA to the roadway surface shall be 12 inches ( $\pm$  1 inch).
- The TMA shall be parallel (level) with the roadway surface.
- The manufacturers of the approved TMA's recommend a shoulder harness and headrest be provided for the TMA vehicle's operator.

For stationary operations, when operating the vehicle with the attenuator installed, the vehicle shall be in gear if it has a standard transmission (park if an automatic transmission), with the brakes set and steering wheels turned away from the work area and traffic, if possible (the TMA shall be placed according to the roll ahead distance table located at the end of this section).

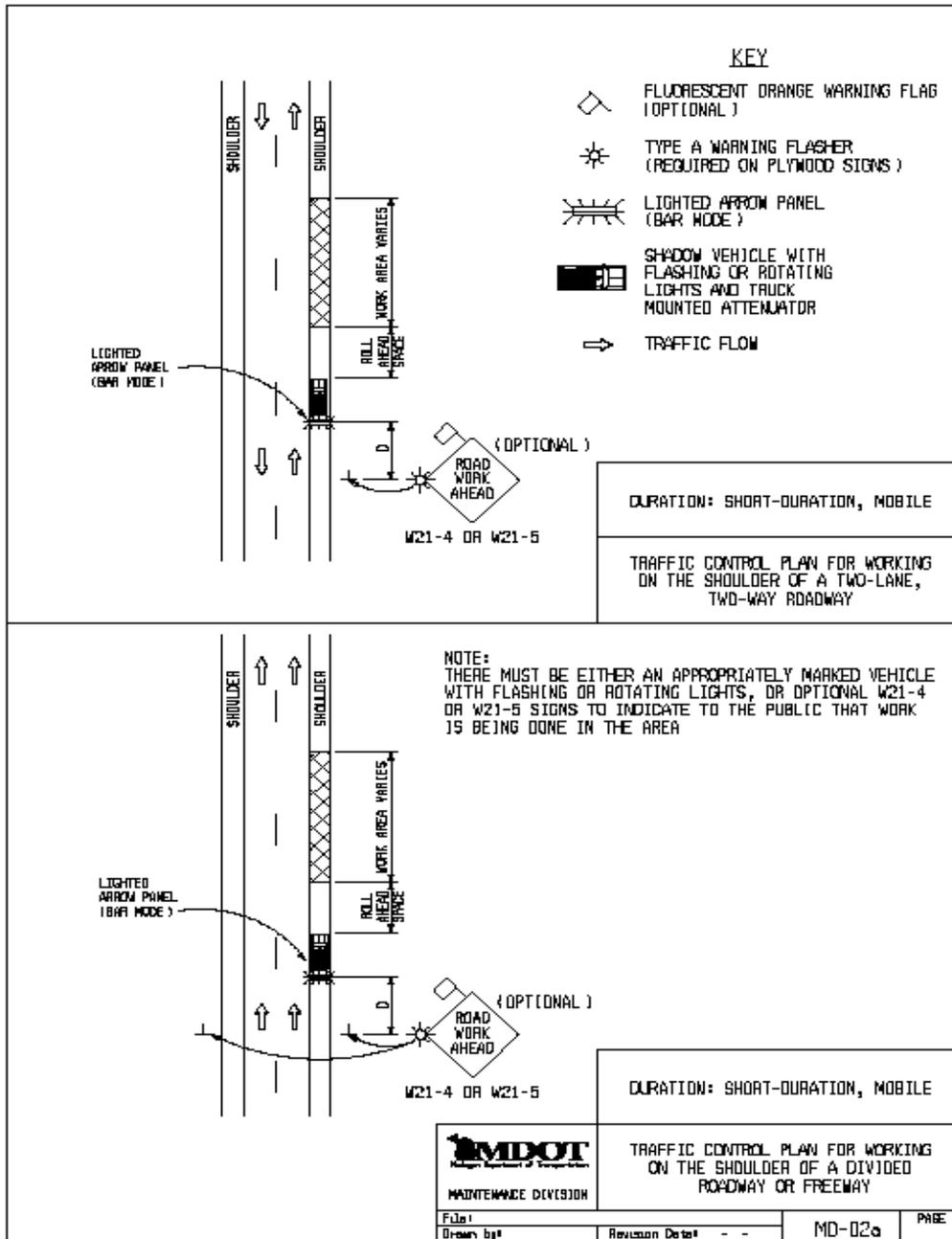
- Measurement and payment: Truck Mounted attenuators will be furnished and operated as part of this Contract at no cost to MDOT.

<b>GUIDELINES FOR ROLL-AHEAD DISTANCE FOR TMA VEHICLES TEST LEVEL II</b>		
<b>Weight of TMA Vehicle (Minimum)</b>	<b>Prevailing Speed (mph) (Posted Speed Prior to Work Zone)</b>	<b>Roll Ahead Distance* (Distance from front of TMA Vehicle to Work Area)</b>
5.5 Tons (Stationary)	45 or Less	25 ft

\*Roll ahead distances are calculated using a 4,410 lb impact vehicle weight

<b>GUIDELINES FOR ROLL-AHEAD DISTANCE FOR TMA VEHICLES TEST LEVEL III</b>		
<b>Weight of TMA Vehicle (Minimum)</b>	<b>Prevailing Speed (mph) (Posted Speed Prior to Work Zone)</b>	<b>Roll-Ahead Distance* (Distance from front of TMA Vehicle to Work Area)</b>
5 Tons (Mobile)	60-70	175 ft
	50-55	150 ft
	45	100 ft
12 Tons (Stationary)	60-70	50 ft
	50-55	25 ft
	45	25 ft

\*Roll ahead distances are calculated using a 10,000 lb impact vehicle weight



**Work and Deliverable**

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Curb/Street Sweeping

The Contractor shall perform six (6) complete curb/street sweepings per year on the routes identified in Appendix A for this Contract term.



Each of the six (6) routine complete curb/street sweepings should be scheduled as follows:

- First week of April each year (weather permitting).
- Last week of May each year before Memorial Day holiday.
- Last week of June each year before 4<sup>th</sup> of July holiday.
- 1st week of August each year.
- 1st week of September each year.
- 2<sup>nd</sup> week of October each year

The routine complete curb/street sweeping will be performed between April 15<sup>th</sup> and November 15<sup>th</sup> of each year.

One (1) unit shall equal one (1) mile of curb/street sweeping as described in Appendix A of this ITB.

### **Unplanned Special Events**

The sweeping of the special events shall be scheduled by the CCI before and/or immediately following each event. Between sweeping cycles, MDOT reserves the right to have the Contractor perform sweeping anywhere and anytime within this Contract area as specified by the CCI. The CCI shall provide the Contractor with 72 hours advance notice for the sweeping of unplanned special events. This optional curb/street sweeping shall be paid at the same price per mile that is provided in Appendix A of this ITB.

Note: This work is optional only as requested and directed by the CCI.

### Non-Sweeping Debris

Any debris that cannot be removed by mechanical sweeping, but can be picked up by one (1) person, shall be collected by hand, or other means, before sweeping and disposed of in a class two (2) landfill. Debris that cannot be picked up by one (1) person shall be reported to the CCI. Examples of debris that cannot be removed by mechanical sweepers include, but are not limited to: rocks, bricks, bottles, tree limbs, and sticks. Examples of debris that can be removed by mechanical sweepers include, but are not limited to: dirt, paper, and leaf piles less than eight (8) inches in depth.

### Dust Control

All sweeping shall be accomplished with using water for dust control. The Contractor shall contact the local municipality for water and hydrant use, and comply with their requirements and all applicable regulations at no additional cost to the State.

### Emergency or As Needed Requests

The Contractor shall be available 24 hours, seven (7) days a week. The Contractor shall organize their operations to respond to emergency or as needed calls for sweeping services from the CCI. Following a call from the CCI, the Contractor shall provide the necessary equipment for sweeping at the designated scene within one (1) hour of notice and/or an agreeable time acceptable by CCI. This activity is typically done in conjunction with localized flooding, maintenance or construction activities and/or an accident, which may involve removing debris and/or debris contaminated with fuel.

Payment for emergency or as needed call outs shall be paid at an hourly rate. The billable time will begin when the Contractor arrives at the site or emergency scene with all personnel and equipment needed to perform the sweeping. One (1) additional hour for travel to the job sight and one (1) additional hour for travel from the site will be paid for each call out. The Contractor shall include the cost of supervision and all labor, equipment, water, transportation, fees for disposal of sweepings in accordance with all Federal and State statutes, and incidentals necessary to satisfactorily perform this service.

The specifications contained in this ITB have been developed to establish the minimum level of curb/street sweeping services required and operated by the MDOT.



## Project Control

A. The Contractor will carry out this project under the direction and control of MDOT.

Although there will be continuous liaison with the Contractor, the client agency's project director will meet as needed for the purpose of reviewing progress and providing necessary guidance with the Contractor in solving any problems that may arise.

### **Annual Service Review and Progress Meeting**

During the first week of April for curb/street sweeping, prior to the first curb/street sweeping, the Contractor and CCI shall meet to review and update the progress schedule for the coming season, identify any personnel changes, equipment changes, and exchange special event schedules.

The CCI may request an audit of the services provided each year under the specifications, terms, and conditions of this Contract. The audit will be a joint activity of MDOT and Purchasing Operations.

An unsatisfactory audit may result in cancellation of this Contract under the terms of the Cancellation Clause in this Contract. Further, should this Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.

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 this ITB. The results of the audit along with Contract recommendations will be published by Purchasing Operations and distributed to MDOT and the Contractor(s).

Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 calendar days of the date the Contractor received, or could have reasonably been expected to receive, their copy of the audit. This meeting will provide an opportunity for the Contractor to present their reactions to audit recommendations.

### **Detailed Progress Schedule**

The first failure to complete work as defined in the progress schedule without prior approval to adjust the schedule from the CCI shall result in a Vendor Performance being issued and a meeting with the Contractor to insure corrective action. The 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.

The progress schedule must address all services to be completed by the Contractor. (If the Contractor has multiple Contracts for curb/street sweeping on the State Trunk Line System, the progress schedule shall include any curb/street sweeping performed on the State Trunk Line System whether for MDOT or as a Department subcontractor for a local unit of government).

## **Contractor Staff, Roles, and Responsibilities**

### **A. PERSONNEL**

1. The State reserves the right to approve personnel for this project and to require replacement of personnel found to be unacceptable at any time during the project. (See §2.040).
2. Contractor shall be responsible for repair, replacement, or cleanup as necessary due to carelessness or negligence on the part of the Contractor and its personnel.

### **B. SUPERVISION**

Contractor shall provide all supervision as may be necessary to oversee its personnel:



1. Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees, including control over all workers duties. At the conclusion of each service, the Contractor shall inspect the location for completion and performance quality of the required services. The Contractor shall also be responsible for payment of all wages to employees, taxes, and fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance or unemployment compensation or the like. The Contractor shall discipline his/her employees, as needed, including firing and hiring.
2. The CCI may require that Contractor immediately remove any Contractual employee(s) from the agency's premises for just cause. The Contractor will assume any and all responsibilities relating to this removal. Any employee so removed may not be placed in another state agency.
3. The CCI shall make final determination of a Contractual employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

**State Staff Roles & Responsibilities**

CCI or agency / departmental designee shall:

- A. Shall provide the Contractor the general and specific orders detailing services at each Contracted location. These orders shall be deemed a portion of this Contract and failure to carry out these orders shall be considered a violation of this Contract.
- B. Give additional written or oral instructions to clarify the desired performance as is determined by the CCI.
- C. Provide necessary, registered, and returnable keys for the Contractor's entrance to areas/buildings necessary for the completion of described work after award of this Contract – if applicable (Contractor must not duplicate any such keys).

**Contract Implementation Period / Transition / Orientation**

The CCI will administer this Contract on a day-to-day basis during the term of this Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, pricing, and specifications of this Contract. That authority is retained by DTMB – Purchasing Operations.

The Contractor and CCI should exchange emergency telephone numbers where the Contractor can be reached, day or night, and where the CCI can be reached.

Once the Contractor has begun the work, the CCI should:

Provide correspondence and feedback to the Contractor. The Contractor must be informed of any deficiencies and allowed time to correct the deficiencies. If deficiencies continue, a formal Complaint to Vendor or Vendor Performance Report will be filed.

Inform Contractor where to forward invoices for immediate processing and payment.

Be available to answer questions from the Contractor. Feedback (communication) is critical.



**Reports**

**GPS/GIS SYSTEM**

**Description:** Area of curb shall be located with a Quality ACTIVE/REAL-TIME/CELLULAR Automatic Vehicle Location (AVL) or Global Positioning System (GPS) requiring no direct vehicle operator input to function. The in-vehicle unit shall have an accuracy of 12 feet or less. Input data shall be collected and recorded from each sensor on a vehicle at a minimum of six times per minute or when there is an event change (e.g. on or off vacuum suction, water usage or sweeper rotation). Each data record will have vehicle speed, direction and latitude/longitude and sensor input encoded. Additionally each in-vehicle GPS unit shall have the capability of time stamping each data record with the event year, date, time of day and vehicle identification.

<b>GPS DATA</b>	<b>FORMAT</b>	<b>DESCRIPTION</b>
Vehicle ID	XX-XXXX	e.g. License plate #
Vehicle speed	MM	mile per hour
Vehicle heading	DDD <sup>0</sup>	0 - 360 <sup>0</sup>
Event year	YYYY	2010 plus
Event date	MMDD	Month & day
Event time of day	HHMMSS	Hour, min & sec.
Latitude	DDD.DDDDD <sup>0</sup>	Decimal degrees
Longitude	DDD.DDDDD <sup>0</sup>	Decimal degrees

**Calculated Data**

Distance traveled per route	MMM.mm	Miles
Distance Swept per route	MMM.mm	Miles
Time Vacuum suction on per route	HHMMSS	Hour, min & sec.
Time water flowing is on per route	HHMMSS	Hour, min & sec.

**Sensors Data**

On/Off position for water flow control	I/O	water flow
On/Off position for sweeper rotational control/On/Off position for vacuum suction	I/O	rotating brush

The in-vehicle AVL system shall have Store and Forward functionality capable of storing 1GB (hardened memory not hard disk drive) of information while out of coverage and automatically forwarding the same when back in coverage. Under normal operations the AVL system shall transmit data every three minutes to the hosting vendor's facility. The in-vehicle unit shall be configured to start collecting data when the ignition is in the on position; continue throughout the work activity, and terminate ten minutes after the ignition is return to the off position.

**WEB VENDOR MAPPING FUNCTIONALITY**

The hosting vendor shall be able to dynamically track a minimum of twenty vehicles with near instantaneous displaying of information as it is received from the vehicle and storing data for two years. The hosting vendor shall have the capability of automatically displaying maps via the internet for each maintenance facilities' area of responsibility. The maintenance facility shall be the center of focus for each area of responsibility map. Mapping functionality shall have a minimum resolution 10 feet and zoom out capabilities of 50 plus miles. Additionally the mapping functionality shall have information bubbles that can display data record. Each data record shall be represented by a tick mark that composed of one segment of a route. The system shall be able to temporarily display tick mark data by placing the cursor over a mark or by opening a permanent information window. The mapping system shall have the ability of displaying routes in different colors.

The host vendor system shall allow for the play back of events for a minimum of two years. Information provided to CCI will consist of summary and detail reports. Summary reports shall consist of all routes serviced on a specific day. Detail reports shall include a list of specific location services by all vehicles year-to-date, see reports below: for more information.



The host vendor system shall be capable of assigning GPS coordinates to street address in order to determine a location for summary reports. Additionally the system shall be capable of assigning predetermined curb mile distances to the location address.

The host vendor system shall also have functionality for exporting data files to Microsoft Excel. Files shall contain all data items selected from the Standard and Optional Records Input Sections listed above. The start and end times for selecting export records should follow the play back format. **The vendor shall provide full web access to CCI for monitoring and obtaining reports on as needed basis.** Use one of the following GPS/GIS manufacturers or other approved equal as determined by CCI.

Vehicle Path  
Eagle Eye Software, Inc.

**CURB AND GUTTER  
SWEEPING REPORT**

LOCATION BOUNDARY (geofence)	VEHICLE ID	CURB MILES	EVENT DATE	EVENT START TIME (input 1)	EVENT END TIME (input 1)	TOTAL TIME (input 1)	TOTAL DISTANCE SWEEPED (input 1)	EVENT START WATER TIME (input 2)	EVENT STOP WATER TIME (input 2)	TOTAL WATER TIME (input 2)
Wide Track	01-1234	5.0	08/18/2010	5:30:01	5:45:01	00:15	0.54	5:30:02	5:44:32	00:14:30
Wide Track	01-1234	1.0	08/18/2010	5:50:02	6:00:02	00:20	0.74	5:50:03	6:09:33	00:19:30
Telegraph	01-1234	1.5	08/18/2010	6:05:03	6:40:03	00:35	1.40	6:06:03	6:36:03	00:30:00



**CURB AND GUTTER  
SUMMARY REPORT**

**Vehicle 01-1234**

LOCATION BOUNDARY (geofence)	VEHICLE ID	CURB MILES	EVENT DATE	EVENT START TIME (input 1)	EVENT END TIME (input 1)	TOTAL TIME (input 1)	TOTAL DISTANCE SWEEP (input 1)	EVENT START WATER TIME (input 2)	EVENT STOP WATER TIME (input 2)	TOTAL WATER TIME (input 2)
Wide Track	01-1234	6.0	08/18/2010	5:30:01	5:45:01	00:15	0.54	5:30:02	5:44:32	00:14:30
Wide Track	01-1234	120.0	08/17/2010	6:00:00	6:14:00	00:14	0.49	5:50:03	6:04:02	00:13:59
Telegraph	01-3456	75.0	08/16/2010	5:45:00	6:00:00	00:16	0.60	5:45:01	6:00:01	00:15:00

**Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

- 1 Removal of all debris regardless of the number of times swept to obtain a clean curb/street regardless of type of equipment necessary for total dirt and debris removal.
- 2 Any debris that cannot be removed by mechanical sweeping, but can be picked up by one (1) person, shall be collected by hand, or other means, before sweeping and disposed of in a class two (2) landfill. Debris that cannot be picked up by one (1) person shall be reported to the CCI. Examples of debris that cannot be removed by mechanical sweepers include, but are not limited to: rocks, bricks, bottles, tree limbs, and sticks. Examples of debris that can be removed by mechanical sweepers include, but are not limited to: dirt, paper, and leaf piles less than eight (8) inches in depth.

**Proposal Pricing**

Payment / Reimbursement Method:

Contractor agrees that –

1. CONTRACT AGREEMENT shall be a FIXED, not to exceed, maximum amount.
2. Payment will be issued as a rate per unit of service, as described in the price-model in Appendix A.
3. The Contractor shall maintain a record system that documents the total number of units of service as defined in the Agreement and delivered during the term of this Contract. These records shall also document the specific units billed to the State under this Contract.
4. A monthly “Statement of Expenditures” shall accurately represent the units of service delivered, the reimbursement rate by type of service, and the total amount being claimed, must be submitted to the State, within 30 days from the end of the monthly billing period.
5. For the month of September, billings shall be submitted as reasonable directed by the CCI or the State’s Contract Administrator to meet fiscal year-end closing deadlines.
6. If the billing is not received as set forth above, no payment shall be made by the State for that billing period unless as exception is specifically authorized by the Department director or his/her delegated representative.
7. In no event, shall the State make payment to the Contractor for billings submitted more than 90 days after the end of the billing period, without and approval from the State Department Director or his/her representative.

**1.2.3 Quantity – Deleted - Not Applicable**



**1.2.4 Ordering**

See Section 1.2. 2. “Deliverables” under the heading “Work and Deliverable.”

**1.2.5 Alternate Bids- Deleted - Not Applicable**

**1.3 Management and Staffing**

**1.3.1 Project Management- Deleted - Not Applicable**

**1.3.2 Reports- Deleted - Not Applicable**

**1.3.3 Staff, Duties, and Responsibilities- Deleted - Not Applicable**

**1.3.4 Meetings**

See Section 1.2.2, “Deliverables” under the heading “Annual Service Review and Progress Meeting.”

The State may request other meetings as it deems appropriate.

**1.3.5 Place of Performance**

The Contractor must list the location of all facilities that will be involved in performing this Contract:

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
4400 Stecker Dearborn, MI 48126	National Industrial Maintenance	100%

**1.3.6 Reserved**

**1.3.7 Binding Commitments- Deleted - Not Applicable**

**1.3.8 Training- Deleted - Not Applicable**

**1.3.9 Security- Deleted - Not Applicable**

**1.4 Delivery and Acceptance**

**1.4.1 Time Frames**

See Section 1.2.2, “Deliverables” under the heading “Annual Service Review and Progress Meeting.”

**1.4.2 Minimum Order – Deleted - Not Applicable**

**1.4.3 Packaging – Deleted - Not Applicable**

**1.4.4 Palletizing – Deleted - Not Applicable**

**1.4.5 Delivery Term – Deleted - Not Applicable**

**1.4.6 Acceptance Process**

The acceptance process is defined in Section 2.8.4, Acceptance of Deliverable(s), unless otherwise defined in this section.

**1.4.7 Criteria**

See Section 1.2.2, “Deliverables” under the heading “Criteria.”

**1.5 Proposal Pricing**

**1.5.1 Pricing**

See Section 1.2.2, “Deliverables” under the heading “Proposal Pricing.”



**1.5.2 Quick Payment Terms – Deleted – Not Applicable**

**1.5.3 Price Term**

Prices in **Attachment A** are firm with prospective renegotiation at an agreed upon time. The criteria for a re-determination of pricing are under Section 2.3.5, Price Changes.

**1.5.4 Tax Excluded from Price**

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. DTMB-Purchasing Operations will furnish exemption certificates for sales tax upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Contractor's prices must not include the Federal Excise Tax.

**1.5.5 Invoices**

The Contractor's invoice, at a minimum, should include:

- (a) Date
- (b) PO #
- (c) Quantity
- (d) Deliverable
- (e) Unit Price
- (f) Shipping Cost (if any)
- (g) Total Price

**1.6 Commodity Requirements-**

**1.6.1 Customer Service- (Best Value Evaluation)**

Greg Tackett will respond to all State agency inquiries. Greg can be reached by calling 1-800-952-0111 or 313-790-8218.

**1.6.2 Research and Development- Deleted - Not Applicable**

**1.6.3 Quality Assurance Program- Deleted - Not Applicable**

**1.6.4 Warranty for Deliverable(s) – Deleted - Not Applicable**

**1.6.5 Special Incentives- Deleted - Not Applicable**

**1.6.6 Energy Efficiency- Deleted - Not Applicable**

**1.6.7 Environmental Requirements- Deleted - Not Applicable**

**1.6.8 Recycled Content and Recyclability- Deleted - Not Applicable**

**1.6.9 Materials Identification and Tracking**

(a) **Hazardous Chemical Identification.** Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number. Material Safety Data Sheets must be submitted in accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001 *et seq.*, as amended. This list must be updated whenever any other chemical to be delivered is hazardous.

Chemical (if none, enter 'None')	Identification Number
None	



(b) ***Mercury Content – Deleted – Not Applicable***

(c) ***Brominated Flame Retardants – Deleted Not Applicable***

(d) **Environmental Permits and Requirements.** The Contractor must immediately notify DTMB-Purchasing Operations of the receipt of any EPA, State, or local agency communication indicating that any of the Contractor's facilities are in violation of applicable environmental laws.

**1.7 Extended Purchasing- Deleted - Not Applicable**

**1.7.1 MiDEAL- Deleted - Not Applicable**

**1.7.2 State Employee Purchases- Deleted - Not Applicable**



## **Article 2 – Terms and Conditions**

### **2.1 Contract Term**

#### **2.1.1 Contract Term**

This Contract term begins approximately October 1, 2011 and expires September 30, 2014. All outstanding Purchase Orders will expire upon the termination of this Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Purchasing Operations. Absent an early termination, Purchase Orders issued, but not expired, by the end of this Contract's term will remain in effect until the next September 30.

#### **2.1.2 Options to Renew**

This Contract may be renewed for up to two additional one year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of this Contract.

### **2.2 Payments and Taxes**

#### **2.2.1 Fixed Prices for Deliverable(s)**

Prices are fixed for all Deliverable(s) and for all of the associated payment milestones and amounts.

#### **2.2.2 Payment Deadlines**

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt.

#### **2.2.3 Invoicing and Payment – In General - Deleted - Not Applicable**

#### **2.2.4 Pro-ration - Deleted - Not Applicable**

#### **2.2.5 Final Payment and Waivers**

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

#### **2.2.6 Electronic Payment Requirement**

As required by MCL 18.1283a, the Contractor must electronically register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer (EFT) payments.

#### **2.2.7 Employment Taxes**

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

#### **2.2.8 Sales and Use Taxes**

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.



## **2.3 Contract Administration**

### **2.3.1 Issuing Office**

This Contract is issued by DTMB-Purchasing Operations on behalf of the Michigan Department of Transportation (State). **DTMB-Purchasing Operations is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Purchasing Operations for this Contract is:

Kristen Robel, Buyer  
Purchasing Operations  
Department of Technology, Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
RobelK@michigan.gov  
Phone: 517-373-7396

### **2.3.2 Contract Compliance Inspector**

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities on a day-to-day basis. However, monitoring of this Contract implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Ahmad Azmoudeh  
Department of Transportation  
800 Vanguard Drive  
Pontiac, MI 48341  
AzmoudehA@michigan.gov  
Phone: 248-451-2465  
Fax: 248-451-0001

### **2.3.3 Project Manager – Deleted - Not Applicable**

### **2.3.4 Contract Changes**

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under this Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

(b) The State or the Contractor may propose changes to this Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Purchasing Operations will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of this Contract (Contract Change Notice).

(c) No proposed change may be performed until DTMB-Purchasing Operations issues a duly executed Contract Change Notice for the proposed change.

### **2.3.5 Price Changes**

If allowed by Section 1.5.3, Price Term, the State and the Contractor will complete a pricing review (Review) every 730 following the Effective Date, to allow for changes based on actual costs incurred. Requested changes may include increases or decreases in price and must be accompanied by supporting information



indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.

(f) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

### **2.3.6 Notices**

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan  
DTMB-Purchasing Operations  
Attention: Kristen Robel  
PO Box 30026  
530 West Allegan  
Lansing, MI 48909  
RobelK@michigan.gov  
Fax: 517-335-00046

If to Contractor:

National Industrial Maintenance  
4400 Stecker  
Dearborn, MI 48126  
[Greg@nimmi.com](mailto:Greg@nimmi.com)  
Fax: 313-945-9170

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

### **2.3.7 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under this Contract.

### **2.3.8 Assignments**

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.



(b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

### **2.3.9 Equipment**

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

### **2.3.10 Facilities - Deleted - Not Applicable**

## **2.4 Contract Management**

### **2.4.1 Contractor Personnel Qualifications**

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, and must be fully qualified to perform the work assigned to them.

### **2.4.2 Contractor Key Personnel**

(a) The Contractor must provide the Contract Compliance Inspector with the names of Key Personnel.

(b) The Contractor must dedicate Key Personnel to perform work for the duration of this Contract as provided in Section 1.3.3, Staff, Duties, and Responsibilities.

(c) Before assigning a new individual to any Key Personnel position, the Contractor must notify the State of the proposed assignment, introduce the individual to the appropriate State representatives, and provide the State with a resume and any other reasonably requested information. The State must approve or disapprove the assignment, reassignment, or replacement of any Key Personnel. The State may interview the individual before making its decision. If the State disapproves an individual, the State will provide a written explanation outlining the reasons for the rejection.

(d) The Contractor may not remove any Key Personnel from their assigned roles without the prior consent of the State. The Contractor's removal of Key Personnel without the prior consent of the State constitutes Unauthorized Removal. Unauthorized Removal does not include replacing Key Personnel for reasons beyond the Contractor's reasonable control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. Unauthorized Removal does not include replacing Key Personnel because of promotions or other job movements allowed by the Contractor's personnel policies or Collective Bargaining Agreement(s), as long as the Contractor assigns the proposed replacement to train the outgoing Key Personnel for 30 days. Any Unauthorized Removal will be considered a material breach of this Contract.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 Days before redeploying non-Key Personnel to other projects.

### **2.4.3 Removal or Reassignment of Personnel at the State's Request**

The State may require the Contractor to remove or reassign personnel if the State has legitimate, good-faith reasons articulated in a notice to the Contractor. Replacement personnel must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected.

### **2.4.4 Contractor Personnel Location – Deleted – Not Applicable**



#### **2.4.5 Contractor Identification**

The Contractor's employees must be clearly identifiable while on State, and must clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

#### **2.4.6 Cooperation with Third Parties**

The Contractor must cooperate with the State and its agents and other contractors, including the State's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to this Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

#### **2.4.7 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, is an employee, agent or servant of the State. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees and servants during the performance of this Contract.

#### **2.4.8 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

#### **2.4.9 Background Checks**

The State may investigate the Contractor's personnel before granting access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine eligibility for working within State facilities and systems. The investigations will include a Michigan State Police background check (ICHAT) and may include a Criminal Justice Information Services (CJIS) fingerprint check. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the CJIS fingerprint check.

#### **2.4.10 Compliance With State Policies**

All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources, available at <http://www.michigan.gov/pcpolicy>. Contractor personnel must agree to the State's security and acceptable use policies before the State grants access to its IT equipment and resources. The Contractor must provide these policies to prospective personnel before requesting access from the State. Contractor personnel must comply with all physical security procedures in State facilities.

### **2.5 Subcontracting by Contractor – Deleted - Not Applicable – NO SUBCONTRACTING ALLOWED**

#### **2.5.1 Contractor Responsible – Deleted - Not Applicable – NO SUBCONTRACTING ALLOWED**

#### **2.5.2 State Approval of Subcontractor – Deleted - Not Applicable – NO SUBCONTRACTING ALLOWED**

#### **2.5.3 Subcontract Requirements – Deleted - Not Applicable – NO SUBCONTRACTING ALLOWED**

#### **2.5.4 Competitive Selection – Deleted - Not Applicable – NO SUBCONTRACTING ALLOWED**

### **2.6 Reserved**

### **2.7 Performance**

#### **2.7.1 Time of Performance**

(a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.



(b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to this Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

### **2.7.2 Service Level Agreements - Deleted - Not Applicable**

### **2.7.3 Liquidated Damages - Deleted - Not Applicable**

### **2.7.4 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party is without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of this Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure.

## **2.8 Acceptance of Deliverable(s)**

### **2.8.1 Quality Assurance**

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

### **2.8.2 Delivery Responsibilities**

Unless otherwise specified by the State in Section 1.4.5, Delivery Term, the following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
- (b) The Contractor must ship the Deliverable(s) "F.O.B. Destination, within Government Premises."
- (c) The State will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.



### **2.8.3 Process for Acceptance of Deliverable(s)**

The State's review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the State's review period, it is by default 30 Days for a Deliverable (State Review Period). The State will notify the Contractor by the end of the State Review Period that either:

- (a) the Deliverable is accepted in the form delivered by the Contractor;
- (b) the Deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected Deliverable.

### **2.8.4 Acceptance of Deliverable(s)**

(a) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of the Deliverable(s). The State Review Period will begin on the first Business Day following the State's receipt of the Deliverable(s).

(b) The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.

(c) The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within a reasonable time at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.

(d) If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep this Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and this Contract price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate this Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(e) The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

### **2.8.5 Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]**

### **2.8.6 Process for Approval of Services [Deleted, Not Applicable]**

### **2.8.7 Final Acceptance**

Unless otherwise stated in the Statement of Work, "Final Acceptance" of a Deliverable occurs when that Deliverable has been accepted by the State following the applicable State Review Period.

### **2.9 Ownership - Deleted - Not Applicable**

### **2.10 State Standards - Deleted - Not Applicable**

### **2.11 Confidentiality**



### **2.11.1 Confidential Information**

As used in this Section, "Confidential Information" means all information of the parties, except information that is:

- (a) disclosable under the Michigan Freedom Of Information Act (FOIA);
- (b) now available or becomes available to the public without breach of this Contract;
- (c) released in writing by the disclosing party;
- (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information;
- (e) publicly disclosed pursuant to federal or state law; or
- (f) independently developed by the receiving party without reference to Confidential Information of the furnishing party.

### **2.11.2 Protection and Destruction of Confidential Information**

(a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the Contractor nor the State will: (i) make any use of the Confidential Information of the other except as contemplated by this Contract; (ii) acquire any interest or license in or assert any lien against the Confidential Information of the other; or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information.

(b) Each party will limit disclosure of the other party's Confidential Information to employees and agents who must have access to fulfill the purposes of this Contract.

(c) Upon termination of this Contract, Contractor must promptly return the State's Confidential Information or certify to the State that Contractor has destroyed all of the State's Confidential Information.

### **2.11.3 Exclusions**

The provisions of Section 2.11, Confidentiality, will not apply where the receiving party is required by law to disclose the other party's Confidential Information, provided that the receiving party: (i) promptly provides the furnishing party with notice of the legal request; and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.11.4 No Obligation to Disclose**

Nothing contained in Section 2.11, Confidentiality, will be construed as obligating a party to disclose any particular Confidential Information to the other party.

### **2.11.5 Security Breach Notification**

If Contractor breaches this Section, it must (i) promptly cure any deficiencies in Contractor's internal security controls; and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized access, use, or disclosure. Contractor must notify the State of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within 10 days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The State may require Contractor to purchase credit monitoring services for any individuals affected by the breach.

## **2.12 Records and Inspections**

### **2.12.1 Inspection of Work Performed**

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.



### **2.12.2 Retention of Records**

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **2.12.3 Examination of Records**

The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor that performs services in connection with this Contract.

### **2.12.4 Audit Resolution**

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

### **2.12.5 Errors**

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of this Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of this Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

## **2.13 Warranties**

### **2.13.1 Warranties and Representations**

The Contractor represents and warrants:

(a) It is capable of fulfilling and will fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this Contract.

(b) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.

(c) It is qualified and registered to transact business in all locations where required.

(d) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.

(e) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the State would be influenced. The Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(f) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Contractor for the purpose of restricting competition. The Contractor did not knowingly disclose



its quoted prices for this Contract to any other Contractor before the award of this Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(h) All financial statements, reports, and other information furnished by the Contractor to the State in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(i) All written information furnished to the State by or for the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(j) It will immediately notify DTMB-Purchasing Operations if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after this Contract is awarded.

**2.13.2 Warranty of Merchantability – Deleted - Not Applicable**

**2.13.3 Warranty of Fitness for a Particular Purpose – Deleted - Not Applicable**

**2.13.4 Warranty of Title – Deleted - Not Applicable**

**2.13.5 Equipment Warranty – Deleted - Not Applicable**

**2.13.6 New Deliverable(s) – Deleted - Not Applicable**

**2.13.7 Prohibited Products – Deleted - Not Applicable**

**2.13.8 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

**2.14 Insurance**

**2.14.1 Liability Insurance**

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(iv) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's performance, including any person directly or indirectly employed by the Contractor or any person for whose acts the Contractor may be liable.



- (ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
- (iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.
- (v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
- (vi) pay all deductibles.
- (vii) pay for and provide the type and amount of insurance checked  below:

**(A) Commercial General Liability Insurance**

Minimal Limits:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations;
- \$2,000,000 Products/Completed Operations Aggregate Limit;
- \$1,000,000 Personal & Advertising Injury Limit; and
- \$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(B) Umbrella or Excess Liability Insurance**

Minimal Limits:

\$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(C) Motor Vehicle Insurance**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

**(D) Hired and Non-Owned Motor Vehicle Coverage**

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate.



The Contractor must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(E) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

**(F) Employers Liability Insurance**

Minimal Limits:

- \$100,000 Each Accident;
- \$100,000 Each Employee by Disease
- \$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

**2.14.2 Subcontractor Insurance Coverage – Deleted - Not Applicable – NO SUBCONTRACTING ALLOWED**

**2.14.3 Certificates of Insurance and Other Requirements**

Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor must provide DTMB-Purchasing Operations with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of DTMB-Purchasing Operations. The notice to the Director of DTMB-Purchasing Operations must include the applicable Contract or Purchase Order number.

**2.15 Indemnification**

**2.15.1 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend, and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or by anyone else for whose acts any of them may be liable.



### **2.15.2 Code Indemnification – Deleted - Not Applicable**

### **2.15.3 Employee Indemnification**

In any claims against the State, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

### **2.15.4 Patent/Copyright Infringement Indemnification – Deleted – Not Applicable**

### **2.15.5 Continuing Obligation**

The Contractor's duty to indemnify under Section 2.15, Indemnification, continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

### **2.15.6 Indemnification Procedures**

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State in defending against the claim during that period.

(b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior approval of the State before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the Contractor's information requested by the State under clause (ii) of this paragraph, if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. 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. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.



### **2.15.7 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

## **2.16 Termination by the State**

### **2.16.1 Notice and Right to Cure**

If the Contractor breaches this Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

### **2.16.2 Termination for Cause**

(a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of this Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

### **2.16.3 Termination for Convenience**

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any ITB issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

### **2.16.4 Termination for Non-Appropriation**

(a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available. The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-



appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.

(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

#### **2.16.5 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a State, public, or private Contract or subcontract.

#### **2.16.6 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-progress performed through the effective date of the termination. This Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

#### **2.16.7 Rights and Obligations upon Termination**

(a) If the State terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
- (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of this Contract (which will be provided to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

#### **2.16.8 Reservation of Rights**

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.



### **2.16.9 Contractor Transition Responsibilities**

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

### **2.16.10 Transition Payments**

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at this Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

## **2.17 Termination by the Contractor**

### **2.17.1 Termination**

If the State breaches this Contract and the Contractor, in its sole discretion, determines that the breach is curable, then the Contractor will provide the State with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates this Contract.

## **2.18 Stop Work**

### **2.18.1 Stop Work Order**

The State may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, the State must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order as provided in Section 2.16, Termination by the State.

### **2.18.2 Termination of Stop Work Order**

The Contractor must resume work if the State terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, this Contract price, or both, and this Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of this Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to the State; provided that, the State may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 2.3.4, Contract Changes.

### **2.18.3 Allowance of the Contractor's Costs**

If the State fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 2.16, Termination by the State, and the State will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 2.18, Stop Work.



## **2.19 Reserved**

## **2.20 Dispute Resolution**

### **2.20.1 General**

(a) The Contractor must submit any claim related to this Contract to the State under Section 2.3.6, Notices, together with all supporting documentation for the claim.

(b) The representatives of the Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information related to the claim.

(c) During the course of negotiations, each party will honor all reasonable requests made by the other for non-privileged information reasonably related to the claim.

### **2.20.2 Informal Dispute Resolution**

(a) If, after a reasonable time following submission of a claim under Section 2.20.1, General, the parties are unable to resolve the claim, the parties must meet with the Director of DTMB-Purchasing Operations, or his or her designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings.

(b) Within 60 calendar days of the meeting with the Director of DTMB-Purchasing Operations, or such other time as agreed to by the parties, the Director of DTMB-Purchasing Operations will issue a written recommendation regarding settlement of the claim. The Contractor must notify DTMB-Purchasing Operations within 21 days after the recommendation is issued whether the Contractor accepts or rejects the recommendation. Acceptance by the Contractor constitutes the final resolution of the claim addressed in the recommendation, and the Contractor may not assert that claim in any future litigation or other proceeding between the parties.

(c) The recommendation of the Director of DTMB-Purchasing Operations is not admissible in any future litigation or other proceeding between the parties. The conduct and statements made during the course of negotiations or dispute resolution under Section 2.20, Dispute Resolution, are subject to Michigan Rule of Evidence 408 and are not admissible in any future litigation or other proceeding between the parties.

(d) This section will not be construed to prohibit either party from instituting formal proceedings to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.20.3, Injunctive Relief.

(e) DTMB-Purchasing Operations will not mediate disputes between the Contractor and any other entity, except State agencies, concerning responsibility for performance of work.

### **2.20.3 Injunctive Relief**

A claim between the State and the Contractor is not subject to the provisions of Section 2.20.2, Informal Dispute Resolution, where a party makes a good faith determination that a breach of this Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

### **2.20.4 Continued Performance**

Each party will continue performing its obligations under this Contract while a claim is being resolved, except to the extent the claim precludes performance and without limiting either party's right to terminate the Contract as provided in Section 2.16, Termination by the State or Section 2.17, Termination by the Contractor. A claim involving payment does not preclude performance.

## **2.21 Disclosure Responsibilities**

### **2.21.1 Disclosure of Litigation**

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor or any of its officers or directors;
- (ii) A parole or probation Proceeding;



(iii) A Proceeding involving the Contractor or any of its officers or directors under the Sarbanes-Oxley Act; and

(iv) A civil Proceeding to which the Contractor a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor; or (B) a claim or written allegation of fraud against the Contractor by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the Contractor to continue to perform this Contract; or (ii) whether the Contractor is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor will be able to continue to perform this Contract.

### **2.21.2 Other Disclosures**

The Contractor must notify DTMB-Purchasing Operations within 30 days of:

(a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or

(b) any changes to company affiliations.

### **2.21.3 Call Center Disclosure – Deleted - Not Applicable**

## **2.22 Extended Purchasing – Deleted - Not Applicable**

### **2.22.1 MiDEAL Requirements – Deleted - Not Applicable**

### **2.22.2 State Administrative Fee – Deleted - Not Applicable**

### **2.22.3 State Employee Purchase Requirements – Deleted - Not Applicable**

## **2.23 Laws**

### **2.23.1 Governing Law**

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

### **2.23.2 Compliance with Laws**

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

### **2.23.3 Jurisdiction**

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

### **2.23.4 Nondiscrimination**

In the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of this Contract.



### **2.23.5 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a Contract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, must not enter into a contract with a manufacturer or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after award of this Contract, the name of the Contractor as an employer, manufacturer or supplier of the Contractor appears in the register.

### **2.23.6 Environmental Provision**

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. The State must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify the State in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) The State may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. The State may remove the Hazardous Material, render it harmless, or terminate the affected work for the State's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

### **2.23.7 Freedom of Information**

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq.*

### **2.23.8 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

### **2.23.9 Prevailing Wage – Deleted – Not Applicable**

### **2.23.10 Abusive Labor Practices**

The Contractor may not furnish any Deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

## **2.24 General Provisions**



### **2.24.1 Bankruptcy and Insolvency**

The State may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method the State deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
- (c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the Deliverable(s) under this Contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by the State. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating State ownership.

### **2.24.2 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

### **2.24.3 Contract Distribution**

DTMB-Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Purchasing Operations.

### **2.24.4 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of this Contract.

### **2.24.5 Website Incorporation**

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

### **2.24.6 Future Bidding Preclusion - Deleted - Not Applicable**

### **2.24.7 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of this Contract.

### **2.24.8 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

### **2.24.9 Legal Effect**

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

### **2.24.10 Entire Agreement**

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Contract are incorporated in their entirety and form part of this Contract.

### **2.24.11 Order of Precedence**

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:



- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;
- (c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under this Contract; and
- (f) Contractor Responses contained in any of the ITB documents.

**2.24.12            Headings**

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

**2.24.13            Form, Function and Utility – Deleted – Not Applicable**

**2.24.14            Reformation and Severability**

Each provision of this Contract is severable from all other provisions of this Contract. If any provision of this Contract is held unenforceable, then this Contract will be modified to reflect the parties' original intent. All remaining provisions of this Contract remain in full force and effect.

**2.24.15            Approval**

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

**2.24.16            No Waiver of Default**

Failure by a party to insist upon strict adherence to any term of this Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of this Contract.

**2.24.17            Survival**

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.



**MAINTENANCE, REPAIR & OPERATIONS (MRO)**  
**CURB SWEEPING – METRO REGION**

**LOCATION SPECIFICATION SHEET (LSS)**  
**(INFORMATION SHEET TO BE CUSTOMIZED BY AGENCY)**

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

**PART I – PLACE OF SERVICES REQUESTED**

Contractor Name:

Location:

<b>CONTRACT INFORMATION</b>			
<b>ESTIMATED CONTRACT START DATE:</b>	10/19/2011	<b>CONTRACT END DATE:</b>	9/30/2014
<b>CONTRACT INFORMATION:</b>	Approximately 3 Year Contract		
<b>CONTRACTING AGENCY NAME:</b>	Department of Transportation		
<b>BUILDING NAME AND NUMBER:</b>	MDOT Oakland TSC		
<b>BUILDING ADDRESS:</b>	800 Vanguard Drive, Pontiac, MI 48341		
<b>REGION / COUNTY:</b>	Metro / Oakland County		
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>PROCUREMENT OFFICE NAME:</b>	MDOT		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Terry Harris	<b>CONTACT PHONE #:</b>	517-335-2507
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	harrist@michigan.gov	<b>CONTACT FAX #:</b>	517-373-3707
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Ahmad Azmoudeh	<b>CONTACT PHONE #:</b>	248-451-2465
<b>CCI / FM CONTACT E-MAIL:</b>	azmoudeha@Michigan.gov	<b>CONTACT FAX #:</b>	248-451-0125
<b>LOCATION INFORMATION</b>			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	N/A	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	N/A
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	N/A	<b>(FILL IN IF NEEDED)</b>	N/A
<b>IDENTIFY DAYS OF SERVICE:</b>	Determined by CCI	<b>IDENTIFY HOURS OF SERVICE:</b> [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	Determined by CCI



**PART II – PRICING SHEET SUMMARY**

**Curb Sweeping**

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	Cycles PER YEAR	PRICE PER MILE / HOUR	TOTAL PRICE FOR 3 YEARS
<input type="checkbox"/>	Curb Sweeping – Oakland TSC	EA	6 CYCLE/YEAR 432.97 MILES/CYCLE 7,793.46 MILES TOTAL FOR 3 years	\$190.00 / Mile	\$1,480,757.40
<input type="checkbox"/>	Unplanned Curb Sweeping – Oakland TSC	EA	2 CYCLE/YEAR 432.97 MILES/CYCLE 2,597.82 MILES TOTAL FOR 3 YEARS	\$190.00 / Mile	\$493,585.80
<input type="checkbox"/>	Emergency and as needed basis Curb Sweeping	HOUR	1500 HOURS/YEAR FOR 3 YEARS	\$125.00 / Hour	\$187,500.00
TOTAL					\$2,161,843.20

**Quantities are estimates only; actual work performed based by Contract Compliance Inspector.**



**EQUIPMENT**

**Contractor Instructions:** Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service. Also indicate whether the equipment is owned or rented. (Expand the table if necessary or submit separate table of equipment/supplies with proposal).

**EXAMPLE EQUIPMENT & SUPPLIES LIST FORMAT**

<b>EQUIPMENT</b>	<b>MODEL</b>	<b>MANUFACTURER</b>	<b>APPROXIMATE AGE OF EQUIPMENT &amp; OWNED OR RENTED</b>
1. SS-2	2001 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	10 YRS/OWN
2. SS-3	2002 VAC-ALL SWEEPER	VAC-ALL/10 cubic yard	9 YRS/OWN
3. SS-4	2002 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	9 YRS/OWN
4. SS-5	1994 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	17 YRS/OWN
5. SS-7	2002 VAC-ALL SWEEPER	VAC-ALL/13 cubic yard	9 YRS/OWN
6. SS-10	2003 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	8 YRS/OWN
7. SS-11	1991 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	20 YRS/OWN
8. SS-13	1999 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	20 YRS/OWN
9. SS-14	1999 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	12 YRS/OWN
10. SS-15	1999 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	12 YRS/OWN
11. SS-16	1999 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	12 YRS/OWN
12. SS-17	2000 ELGIN EAGLE SWEEPER	ELGIN/4.5 cubic yard	11 YRS/OWN
13. SS-18	2000 ELGIN EAGLE SWEEPER	ELGIN/4.5 cubic yard	11 YRS/OWN
14. SS-19	2000 ELGIN EAGLE SWEEPER	ELGIN/4.5 cubic yard	11 YRS/OWN
15. SS-20	1993 ELGIN EAGLE SWEEPER	ELGIN/4.5 cubic yard	18 YRS/OWN
16. SS-21	2007 ELGIN WHIRLWIND SWEEPER	ELGIN/8 cubic yard	4 YRS/OWN
17. SS-22	2007 ELGIN WHIRLWIND SWEEPER	ELGIN/8 cubic yard	4 YRS/OWN



<b>EQUIPMENT</b>	<b>MODEL</b>	<b>MANUFACTURER</b>	<b>APPROXIMATE AGE OF EQUIPMENT &amp; OWNED OR RENTED</b>
18. SS-23	2008 ELGIN EAGLE SWEEPER	ELGIN/4.5 cubic yard	3 YRS/OWN
19. SS-24	2008 ELGIN EAGLE SWEEPER	ELGIN/4.5 cubic yard	3 YRS/OWN
20. SS-25	2008 ELGIN WHIRLWIND SWEEPER	ELGIN/8 cubic yard	3 YRS/OWN
21. SS-26	2009 ELGIN EAGLE SWEEPER	ELGIN/4.5 cubic yard	2 YRS/OWN
22. SS-27	208 ELGIN WHIRLWIND SWEEPER	ELGIN/8 cubic yard	3 YRS/OWN
23. SS-28	2009 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	2 YRS/OWN
24. SS-29	1999 VAC-ALL SWEEPER	VAC-ALL/10 cubic yard	12 YRS/OWN
25. SS-30	2009 ELGIN EAGLE SWEEPER	ELGIN/4.5 cubic yard	2 YRS/OWN
26. SS-31	2011 VAC-ALL SWEEPER	VAC-ALL/16 cubic yard	NEW/OWN
27. RO-1	1987 ROLL OFF TRUCK & (10) 20 yd boxes	INTERNATIONAL	19 YRS/OWN
28. ATT-1	2000 SAFE-STOP ATTINUATOR TRUCK	SAFE-STOP (100k)	5 YRS/OWN
29. ATT-2	2008 SAFE-STOP ATTINUATOR TRUCK	SAFE-STOP (100k)	1 YRS/OWN
30. C-45	1998 DUMP TRUCK WITH ARROWBOARD	GMC/C-SERIES	13 YRS/OWN



**Attachment A**

<b>MDOT-Metro Region – Oakland TSC Route Mileage</b>			
<b>County/Garage</b>	<b>Route</b>	<b>Location</b>	<b>Mileage</b>
Oakland		<b><u>M-1</u></b>	
	M-1	North Bound: At I-696 Underpass At I-696 Underpass	1.50
		North City Line of Ferndale at Oakridge to Thirteen Mile	6.90
	M-1	South Bound: At I-696 Underpass At I-696 Underpass	1.50
		Thirteen Mile to N. City Line of Ferndale at Oakridge	6.90
	M-1	Northbound: Thirteen Mile to Quarton	5.40
	M-1	Southbound: Quarton to Thirteen Mile	5.00
	M-1	Northbound: Quarton to South Boulevard	10.60
		Southbound: South Boulevard to Quarton	10.00
	M-1 Service Dr.	Northbound: At I-696	1.80
		Southbound: At I-696	1.80
	M-1 SB Connector	At I-696 Service Drive	0.18
	M-1 NB Connector	At I-696 Service Drive	0.14
		<b>M-1 TOTAL</b>	<b>51.72</b>



County/Garage	Route	Location	Mileage
Oakland		<b>M-5</b>	
	M-5	<u>Eastbound and Westbound</u>	
		Inside Curb (median) from 12 Mile Overpass to Pontiac Trail	8.23
		<u>Outside Curb</u>	
		At 12 Mile, 13 Mile, & 14 Mile, Maple and Pontiac Trail	1.10
		<b>M-5 TOTAL</b>	<b>9.33</b>
		<b>M-10</b>	
	M-10 Ramps At Southfield Road Ramps A through N	<u>Ramp A</u>	
		Service Dr. to N.W. Bound US-10	1.60
		<u>Ramp B</u>	
		N.W. Bound to N.B. Southfield	1.40
		<u>Ramp C</u>	
		M-39 N.B. to N.W. Bound US-10	0.70
		<u>Ramp D</u>	
		Southfield S.B. to M-39 S.B.	1.00
		<u>Ramp E</u>	
		S.E. Bound to M-39 S.B.	1.20
		<u>Ramp F</u>	
		M-39 N.B. to Southfield N.B.	1.00
		<u>Ramp G</u>	
		S.B. to Service Dr. S.B.	0.40
		<u>Ramp H</u>	
		Southfield Rd. S.B. to US-10 S.B.	1.20
		<u>Ramp J</u>	
		<u>Ramp H to Ramp G</u>	0.20
		<u>Ramp K</u>	
		S.B. Service Dr. at Northland or to S.B. M-10	0.60
		<u>Ramp L</u>	
		N.B. M-10 At Eight Mile to N. of Northland Dr.	0.40
		<u>Ramp M</u>	
		S.B. M-39 to Eight Mile	0.20
		<u>Ramp N</u>	
		Eight Mile Rd. to N.B. M-39	0.20
		<u>Ramp O</u>	
		Eight Mile Rd. to Northland Dr.	0.21



County/Garage	Route	Location	Mileage	
Oakland	M-10 Ramps At 10 Mile Rd. and Lahser Rd. (A/B/E and F: Ten Mile Rd.) (C/D: Lahser Rd.)	<u>Ramp A</u>		
		N.W. Bound to Service Dr.	0.20	
		<u>Ramp B</u>		
		Service Dr. N.B. to US-10 N.W. Bound	0.40	
		<u>Ramp C</u>		
		US-10 N.W. Bound to Service Dr.	0.40	
		<u>Ramp D</u>		
		Service Dr. N.B. to US-10 N.W. Bound	0.40	
		<u>Ramp E</u>		
		US-10 S.E. Bound to Service Dr.	0.20	
	<u>Ramp F</u>			
		Service Drive S.B. to US-10 S.E. Bound	0.20	
		M-10 Bridges	E.B. Bridge over I-696 E. of Beck	0.26
			E.B. M-10:	
			E. of N.B. Telegraph Entrance over the Rouge River	0.04
			W.B. M-10	
			Over the Rouge River	0.04
			Over Telegraph	0.04
			Over S.B. Ramp from Telegraph to W.B. I-696	0.03
		M-10	<u>Northbound</u>	
			Eight Mile to N. of Lahser	9.80
			<u>Southbound</u>	
			N. of Lahser to Eight Mile	8.00
	M-10	<u>Southbound</u>		
		<u>Outer Curb:</u>		
		Inkster intersection	0.07	
		South of Inkster	0.60	
		South of Franklin Rd. to Beck Rd.	0.40	
		<u>Inner Curb:</u>		
		North of Beck Road	0.10	
		<u>Northbound</u>		
		<u>Outer Curb:</u>		
		South of Inkster	0.39	
		South of Franklin Rd. to 12 Mile Rd.	0.28	
		<u>Inner Curb:</u>		
		North of Beck Road	0.10	
		South of Beck to Inkster Crossovers	1.10	
	M-10	Orchard Lk. to Inkster Crossovers	1.90	
	M-10	<u>Southbound</u>		
		<u>Outer Curb:</u>		
		Just S. of 14 Mile	0.03	



County/Garage	Route	Location	Mileage
Oakland		At Clairview	0.06
		S. of Clairview	0.20
		S. of Middlebelt	0.08
		Just N. of 13 Mile to S. of Wington	0.50
		At Overdale to Inkster	0.13
		At Middlebelt	0.14
		Northbound	
		Outer Curb:	
		At Middlebelt	0.14
		At 13 Mile	0.10
		At Wellington	0.20
		<b>M-10 TOTAL</b>	<b>36.84</b>
		<b>M-15</b>	
	M-15	At Seymour Lk. (See Primary)	0.00
		Real Estate One	0.02
		Lounge	0.02
		Mikes Garage	0.04
		At Glass E. side (See Primary)	0.00
		At Glass W. side (See Primary)	0.00
		At #1201 North of Glass	0.02
		At Brandon High to McDonalds	0.35
		S. of Wolfe W. side Curb Returns and Castlemans	0.07
		At St. Annes E. side	0.09
		At Metro Tire E. side	0.02
		Granger to Oxford Bank	0.20
		Hamilton Propane	0.02
		Simms Chevrolet	0.05
		At Grange Hall (See Primary)	0.00
		At Shopping Center Oak Square	0.20
	M-15 (Ortonville Rd.)	Dixie Hwy. to 0.45 Miles N. Dixie	0.90
		South of Waldon Rd. to Bluegrass	1.60
		Bluegrass to S. of Amy (rumble strip)	0.40
		At Hadlet East side (See Primary)	0.00
		At Nickelodeon West side N. of Hadley	0.04
		At Oakhill (See Primary)	0.00
		<b>M-15 TOTAL</b>	<b>4.04</b>
		<b>M-39</b>	
	M-39	Northbound:	
		Eight Mile to Southfield Interchange	0.70
		Southbound:	
		Southfield Interchange to Eight Mile	0.70
		<b>M-39 TOTAL</b>	<b>1.40</b>



County/Garage	Route	Location	Mileage
Oakland		<b>M-59</b>	
	M-59	Westbound	
		Outer Curb	
		Williams Lk. To E. of Bogie Lk.	4.42
		E. of Bogie Lk. To W. of Milford	5.60
		Inner Curb, x-overs, various curbs	
		E. of Bogie Lk. To W. of Milford	1.64
		Inner Curb, x-overs	
		W. of Milford to Tipsico Lk.	0.72
		Eastbound	
		Inner Curb, x-overs	
		Tipsico Lk. To 2.70 Miles E. of Tipsico Lk.	0.72
		2.70 Miles E. of Tipsico to Bogie Lk.	1.64
		Outer Curb	
		2.70 Miles E. of Tipsico Lk. O E. of Milford	0.90
		At Harvey Lk. Plus Rumble EB and WB	0.20
		W. of Duck Lk. O E. of Duck Lk.	1.23
		At Ormond Rd. 0.25 miles W. of Bogie	0.25
		To Williams Lk.	4.67
	M-59	Telegraph to Elizabeth Lake Road	2.80
		Elizabeth Lake Road to W. of Cass Lake Rd. W.B.	0.19
		West of Cass Lake Road to Elizabeth Lake Road E.B.	0.36
		West of Cass Lake Road to West of Williams Lake Road South	8.90
		Ramps to Elizabeth Lake Road and Telegraph (Sweep Median)	0.28
	M-59 Freeway	Eastbound:	
		Paddock to E. of Paddock	0.16
		At East Blvd. (Bridge)	0.10
		At Clinton River (Bridge)	0.10
		At Railroad Bridge at Grade	0.10
		At Barrier Curb Opdyke to Crooks	4.10
		At Clinton River (Bridge)	0.10
		At Railroad (Bridge)	0.10
		At John R (Bridge)	0.10
		At Dequindre (Bridge)	0.10
		Westbound:	
		At Dequindre Bridge	0.10
		At John R	0.10
		At Barrier Curb Crooks to Opdyke	4.10
		At Railroad (Bridge)	0.10
		At Clinton River (Bridge)	0.10
		At Railroad Bridge at Grade	0.10



County/Garage	Route	Location	Mileage
Oakland		At Clinton River (Bridge)	0.10
		At East Blvd. Bridge	0.10
		University to Paddock (Bridge)	0.36
	(M-59) Auburn	At Opdyke East Radii	0.15
		At Clinton RR 0.70 E. of Opdyke	0.03
		At I-75 Bridge (under)	0.15
		Churchill to Grey (within Unincorporated Area)	0.39
		At Adams Radii	0.25
		At Willet	0.05
		At Master Craft Drives	0.07
		At Bond Street	0.08
		At Goldfinch	0.04
		At Crooks Road	0.48
	(M-59) Auburn	At Dearborn	0.05
		At Hartline	0.10
		At Livernois South Radii	0.23
		At Condo Entrance-field location	0.04
		At Rochester Road	0.56
		At Rochester Hills Garage Drives	0.07
		At John R	0.72
		At Dequindre	0.27
		<b>M-59 TOTAL</b>	<b>48.37</b>
		<b>M-102</b>	
	M-102	<u>Northbound and Southbound:</u>	
		<u>Outer and Inner Curb:</u>	
		Purdue to 8 Mile	4.90
		At Halsted E.B. 10 Mile to M-102 S.B.	0.17
		<b>M-102 TOTAL</b>	<b>5.07</b>
		<b>M-150</b>	
	M-150	South Boulevard to Rochester South City Line	8.00
		North City Line Rochester to North of Orion Road	0.70
		<b>M-150 TOTAL</b>	<b>8.70</b>
		<b>I-96</b>	
	I-96	Livingston County Line to W. of Haggerty Median Walls & Bridges	23.72
		<b>I-96 TOTAL</b>	<b>23.72</b>



County/Garage	Route	Location	Mileage
Oakland	Kent Lake	At I-96	1.10
		<b>Kent Lake Rd. TOTAL</b>	<b>1.10</b>
		<b><u>I-75</u></b>	
	I-75	<u>South Bound:</u>	
		South Boulevard to Eight Mile	8.20
		<u>North Bound:</u>	
		Eight Mile to Twelve Mile	8.40
	I-75	At Big Beaver Barrier Walls & Ramps	2.70
		N.B. Rochester to N.B. I-75	0.20
	I-75 Northbound	On Ramp to Northbound I-75 from Square Lk. Rd. on Right Bridge	0.04
		On Left Curb Section	0.16
		Square Lk. Rd. to W. of Giddings Barrier Wall	6.25
		At South Boulevard Right Side	0.02
		At Grand Trunk Railroad Right Side	0.02
		At Clinton River Right Side	0.01
		At Auburn Road Right Side	0.02
		At M-59 Expressway Right Side	0.05
	I-75 Southbound	West of Giddings to Square Lake Road	6.25
		At M-59 Expressway Right Side	0.05
		At Auburn Right Side	0.02
		At Clinton River Right Side	0.01
		At Grand Trunk Railroad Right Side	0.02
		At South Boulevard Right Side	0.02
	I-75 M-24 Connector		0.37
	Square Lk. Rd. (I-75)	Ramp from Telegraph Road to Square Lk. Rd. then to Telegraph	0.38
		Telegraph to Woodward	2.57
		Sweep Median	2.57
		Woodward to Grand Trunk Railroad Bridge E.B.	1.18
		Woodward to Grand Trunk Railroad Bridge W.B.	1.18
		At Bridge over Opdyke Eastbound	0.06
		At Ramp Square Lk. to Northbound I-75	0.06
		At Ramp Square Lk. To Northbound I-75	0.20
		At ramp I-75 to Westbound Square Lk. Rd.	0.13



County/Garage	Route	Location	Mileage
Oakland	I-75	N.B. at Clarkston Rd.	0.30
		N.B. at S. of Dixie Hwy.	0.13
		N.B. at Rest Area between Davisburg and Rattalee Lk.	0.03
		S.B. at Rest Area between Rattalee Lk. And Davisburg Rd.	0.08
		S.B. at Clarkston Rd.	0.26
		S.B. South of Joslyn Mile Marker 82	0.11
	I-75 BRIDGE DECKS	Start at Featherstone Road to M-54 at County Line	
		30 Bridges at 0.10 Miles Each	3.00
	I-75	At Oak Tech Park	
		Two Bridge Decks plus noted curbed areas on map	0.72
	I-75 Ramps at 8 & 9 Mile Rd. (A through D: Nine Mile) (E & F: Eight Mile)	<u>Ramp A</u>	
		I-75 S.B. Service Drive	0.30
		<u>Ramp B</u>	
		Service Dr. N.B. to I-75 N.B.	0.30
		<u>Ramp C</u>	
		Service Dr. S.B. to I-75 S.B.	0.30
		<u>Ramp D</u>	
		I-75 N.B. to Service Dr.	0.30
		<u>Ramp E</u>	
		I-75 S.B. to Service Dr.	0.86
		<u>Ramp F</u>	
		Service Dr. N.B. to I-75 N.B.	0.87
	I-75 Ramps at I-696 (A through D)	<u>Ramp A</u>	
		I-696 W.B. to I-75 N.B.	1.30
		<u>Ramp B</u>	
		I-696 W.B. to I-75 S.B.	1.00
		<u>Ramp C</u>	
		I-75 S.B. to I-696 E.B.	1.20
		<u>Ramp D</u>	
		I-75 N.B. to I-696 E.B.	1.00
		<u>Ramp E</u>	
		I-75 N.B. to I-696 W.B.	1.00
		<u>Ramp F</u>	
		I-696 E.B. to I-75 N.B.	1.00



County/Garage	Route	Location	Mileage	
Oakland	I-75 Ramps at 11 Mile Rd. (A through D)	<u>Ramp A</u>		
		I-75 S.B. to Service Drive	0.40	
		<u>Ramp B</u>		
		Service Drive N.B. to I-75 N.B.	0.30	
		<u>Ramp C</u>		
		Eleven Mile to I-75 S.B.	0.30	
		<u>Ramp D</u>		
		I-75 N.B. to Eleven Mile	0.20	
		I-75 Ramps at 12 Mile Rd.	<u>Ramp A</u>	
			I-75 S.B. to twelve Mile	0.10
	<u>Ramp B</u>			
	Twelve Mile to I-75 S.B.		0.10	
	<u>Ramp C</u>			
	Twelve Mile W.B. to I-75 S.B.		0.10	
	<u>Ramp D</u>			
	Twelve Mile E.B. to I-75 N.B.		0.10	
	<u>Ramp E</u>			
	I-75 N.B. to Twelve Mile E.B.		0.10	
	<u>Ramp F</u>			
		Twelve W.B. to I-75 N.B. & Wall	0.10	
	I-75 Bridge Decks	Between 8 Mile Rd. & Adams Rd. 26 Bridges at 0.10 Miles Each	2.60	
		<b>I-75 TOTAL</b>	<b>59.60</b>	
		<b>I-696</b>		
	I-696	East Bound:		
		Greenfield to I-75	10.00	
		Ramp C at Coolidge	0.76	
		Ramp B at Coolidge	0.60	
		Ramp C at Woodward	0.50	
		Ramp B at Woodward	0.46	
		Ramp C at E. of Mohawk	0.26	
		Ramp B at Campbell	0.30	
		Ramp at I-75 South Bound	1.00	
		West Bound:		
		I-75 to Greenfield	10.00	
		Ramp at I-696 W. Bound	1.00	
		Ramp A at W. of Campbell	0.30	
		Ramp D at Mohawk	0.32	
	Ramp A at Woodward	0.30		



County/Garage	Route	Location	Mileage
Oakland		Ramp D at Woodward	0.54
		Ramp A at Coolidge	0.42
		Ramp D at Coolidge	0.54
		Ramp A at Coolidge	0.42
	I-696 Bridges	W. of Coolidge	0.16
		Coolidge	0.08
		E. of Coolidge	0.16
		Scotia	0.28
		W. of Woodward 4 Ea.	0.64
		Main St.	0.16
		Mohawk	0.16
		Campbell	0.24
	I-696 Service Drive	<u>Eastbound:</u>	
		Greenfield to Hazel Park City Line	See Primary
		<u>Westbound:</u>	
		S.B. Service Drive to Greenfield	See Primary
	I-696	Eastbound Ramp C	
		At I-75 to Dequindre	5.70
	I-696 EB Ramps	At Couzens	0.30
		At Dequindre	0.30
	I-696	Westbound Dequindre to Ramp at I-75	5.20
	I-696 WB (Service Drive)	Dequindre to Couzens	1.50
	I-696 EB (Service Drive)	Couzens to Dequindre	1.40
	I-696 W.B. Ramps	At Dequindre	0.30
		At Couzens	0.30
	I-696	Barrier Wall: Inkster to Orchard Lk. W.B.	2.00
		At Inkster Bridge Deck	0.05
		At Middlebelt Under Bridge	0.02
		Pedestrian Bridge to Orchard Lk.	0.20
		At Orchard Lk. Under Bridge	0.02
		Barrier Wall: Orchard Lk. To Inkster E.B.	2.00
		At Orchard Lk. under bridge	0.02
		At Middlebelt under bridge	0.02
		At Inkster Bridge Deck	0.05



County/Garage	Route	Location	Mileage
Oakland	I-696	Barrier Wall Orchard Lk. to Halstead	6.40
		Barrier Wall W. of Lahser to Inkster	5.70
	EB I-696	W. of Lahser to Greenfield	8.45
		Ramp M at Lahser	0.54
		Ramp J at Lahser	0.34
		Ramp A at Evergreen	0.42
		Ramp C at Evergreen	0.46
		Ramp E at Southfield	0.26
		Ramp G at Southfield	0.38
		Ramps at Greenfield	1.36
	WB I-696	Greenfield to Lahser	8.45
		Ramps at Greenfield	1.28
		Ramp H at Southfield	0.38
		Ramp F at Southfield	0.30
		Ramp D at Evergreen	0.38
		Ramp B at Evergreen	0.38
		Ramp L at Lahser	0.64
		<b>I-696 Total</b>	<b>85.10</b>
		<b>US-24</b>	
	Dixie Highway US-24	South of Kennet to Telegraph (Sweep Median)	0.76
		Telegraph Road to M-15	12.30
	Telegraph Road US-24	Telegraph at Dixie	0.60
	Telegraph Road S.B. US-10	0.15 Miles S. of Pontiac Lk. Rd. To 0.33 Miles S. of Pontiac Lk. Rd.	0.18
		At Summit Mall Entrance	0.03
		At Summit mall Entrance to Elizabeth Lk. Rd.	0.13
		Elizabeth Lk. Rd. to S. of Elizabeth Lk. Rd.	1.11
		South of Elizabeth lk. Rd.	2.40
		To Square Lk. Rd.	2.30
	Telegraph Road S.B. US-24	Square Lk. Rd. to Start Barrier Wall	0.50
		Start Barrier Wall to End Barrier Wall	0.45
		End Barrier Wall to N. of Long Lk. Rd.	1.04
		N. or Long Lk. Rd. to Long Lk. Rd.	0.30
		Long Lk. Rd. to S. of Long Lk. Rd.	0.67
		S. of Long Lk. To N. of Lone Pine	1.11
		N. of Lone Pine to Lone Pine	0.27
		Lone Pine to North of Maple Rd.	2.40
		North of Maple to Maple Rd.	0.67
		Maple to South of Maple	1.20
		South of Maple to Fourteen Mile Rd.	0.80



County/Garage	Route	Location	Mileage
Oakland	Telegraph Road N.B. US-24	Fourteen Mile Rd. to Fifteen Mile Rd.	1.00
		Ramp at Fifteen Mile Road	0.61
		Fifteen Mile to Quarton West	2.00
		Quarton West to Lone Pine Rd.	1.12
		Lone Pine Rd. to Start Barrier Wall	0.32
		Start Barrier Wall to End Barrier Wall	2.26
		End Barrier Wall to Long Lk.	0.64
		Long Lk. To North of Long Lk.	0.64
		North of Long Lk. To Hickory Grove	1.36
		Hickory Grove to N. of Hickory Grove	0.38
		N. of Hickory Grove to End of Barrier Wall	0.50
		End of Barrier Wall to Square Lk. Rd.	0.40
		Square Lk. Rd. to 2.3 Miles N. of Square Lk. Rd.	4.70
		2.3 Miles N. of Square Lk. To S. of Huron Street	0.67
	M-24	S. of Huron to Huron St. (Sidewalk to Barrier Wall)	0.13
		Huron to Elizabeth Lake	0.31
		Elizabeth Lk. To N. of Elizabeth Lk.	0.51
		Walton to Opdyke	0.21
		At Clarkston Road S.E. Radii	0.32
		S. of M-24 Connector to N. of Palace	1.53
		Opdyke to S. of M-24 Connector	3.50
		N. of Palace to Clarkston Rd.	1.00
		Raised Island at Brown & Silver Bell	0.30
		S. of Odanah to N. of Indianwood, including Median Curb at Indianwood	3.23
	US-24 (Dixie Hwy.)	S. of Drahner to N. of Oxford Village	3.82
		Limits including rumble strip	
		*Excluding within the Oxford Village itself	
		At Oxford Mills Shopping	0.29
		Northbound	
		M-15 to Deerhill Drive	1.80
		At Bridge at I-75 Ramp	0.04
		At Bridge at I-75 Overpass	0.02
		Southbound	
		At Bridge at I-75 Overpass	0.02
At Bridge at I-75 Ramp	0.04		
N. of Big Lake to White Lake	1.30		
White Lake to M-15	0.70		



County/Garage	Route	Location	Mileage
Oakland	Telegraph US-24	Southbound	
		Outer Curb:	
		14 Mile Rd. to Southfield City Limit	1.48
		Southfield City Limit to 12 Mile	0.52
		Inner Curb:	
		14 Mile to 12 Mile Rd.	2.00
		Northbound:	
		Outer Curb:	
		12 Mile Road to Southfield City Limit	0.52
		Southfield City Limit to 14 Mile Road	1.48
		Inner Curb:	
		12 Mile Road to 14 Mile Road	2.00
		Southbound	
		Inner Curb:	
		Twelve Mile to 8 Mile	4.03
		Outer Curb:	
		12 Mile o I-696 Exit	0.41
		Bridge (Under Northwestern Hwy)	0.06
		Bride (over I-696)	0.16
		E.B. I-696 Ramp to S.B. Telegraph to 8 Mile	3.04
		Northbound	
		Inner Curb:	
		8 Mile to 12 Mile	4.03
		Outer Curb:	
		8 Mile to Northwestern Hwy. Exit	2.95
		Bridge (over I-696)	0.05
		N. of I-696 Bridge	0.06
		Bridge (under Northwestern)	0.05
		Northwestern to N.B. Telegraph entrance to 12 Mile Rd.	0.65
	Ramps (US-24)	N.B. Telegraph to W.B. Northwestern	0.05
		S.B. Telegraph to W.B. Northwestern	0.05
		<b>US-24 TOTAL</b>	<b>88.48</b>
		<b>GRAND RIVER AVE.</b>	
	Grand River	Ten Mile to Halstead	0.30
	Grand River	Halstead to Gill	6.00
		<b>Grand River TOTAL</b>	<b>6.30</b>



County/Garage	Route	Location	Mileage
Oakland		<b>MISC. BRIDGES</b>	
	Bridges	I-696 W.B. to I-275 S.B.	0.50
		I-275 Ramp at M-5	0.15
		I-275 S.B. at 9 Mile	0.07
		I-275 S.B. at 8 Mile	0.09
		I-275 N.B. at 8 Mile	0.09
		I-275 N.B. at 9 Mile	0.07
		I-275 at M-5	0.10
		I-275 at I-96	0.10
		I-275 at I-96	0.10
		M-5 at 12 Mile	0.19
		M-5 S.B. to I-275 S.B.	0.29
		M-5 N.B. to I-96 W.B.	0.75
		M-5 Ramp to 12 Mile	0.10
		M-5 Ramp to 12 Mile	0.10
		I-275 N.B. to I-696 E.B.	0.10
		I-275 N.B. to I-696 E.B.	0.10
		M-5 W.B. and Drake	0.04
		M-5 W.B. and Farmington	0.06
		M-5 E.B. and Farmington	0.06
		M-5 E.B. and Drake	0.04
		M-5 W. of Middlebelt	0.11
		<b>Misc. Bridges TOTAL</b>	<b>3.21</b>